



REPLACEMENT PASSENGER TERMINAL DESIGN-BUILD AGREEMENT

EXECUTIVE SUMMARY AND CONTRACT DOCUMENT PACKAGE



REPLACEMENT PASSENGER TERMINAL DESIGN-BUILD AGREEMENT EXECUTIVE SUMMARY

APPROVED: February 6, 2023

I. Introduction

A. Purpose of Replacement Passenger Terminal Project

The existing passenger terminal at Bob Hope Airport (commonly known as Hollywood Burbank Airport) consists of 14 common use aircraft gates in a 232,000 square foot building. That building does not meet current Federal Aviation Administration ("FAA") standards for lateral separation from the adjacent runways. Additionally, the central portion of the existing passenger terminal does not meet modern seismic design standards and retrofitting is not feasible.

In 2016, after many years of negotiations, the Burbank-Glendale-Pasadena Airport Authority ("BGPAA") and the City of Burbank reached a consensus on a development agreement and entitlements for a 14-gate 355,000 square foot replacement passenger terminal ("RPT") and ancillary airport improvements. Burbank voters overwhelmingly ratified the development agreement and entitlements that year in a Measure B vote with 70% support. Increasing safety is the primary purpose for BGPAA's undertaking of the RPT Project. The project will provide facilities that meet current FAA standards, and that meet or exceed applicable code requirements for seismic resistance, public health, and accessibility.

B. Overview of Progressive Design-Build Delivery Method

Public works projects at the airport can be delivered through different contracting methods. Each method presents variable levels of scope control, cost control, risk assumption, and completion schedule expectations.

BGPAA commonly uses the design-bid-build delivery method. That method involves two separate procurement processes: a qualifications-based selection of a design firm to complete design documents for the project under a professional services agreement; and a price-based selection of a contractor to build the project under a construction agreement. By contrast, the design-build delivery method involves one procurement process to select a firm or a team of firms to provide design and construction services under a design-build agreement. Demonstrated competence and qualifications are the primary selection criteria, but cost is factored in too.

On May 20, 2019, the Airport Authority Commission chose to use the progressive design-build method for the RPT Project. This decision was based on two considerations: ability to maintain program cost within established program funding parameters; and ability to define scope and manage design development and program cost with input from both the designer firm(s) and the builder firm(s). With this delivery method, the design is prepared based on BGPAA priorities, airline coordination, the public charrette process, and development agreement and other legal requirements. BGPAA, airline, and Program Manager participation is continuous throughout design development to assure appropriate considerations are included and to reconcile construction cost estimates with schedules developed independently by both the Program Manager and the Design-Builder. At the 60% design point, the Design-Builder and BGPAA will



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negotiate a guaranteed maximum price ("GMP") based on construction cost estimates. After the GMP is finalized, the Design-Builder is at risk to deliver the project (complete construction) for the negotiated GMP. Any changes in material costs or other construction cost increases, other than those related to unforeseen conditions or BGPA requested changes, are the Design-Builder's responsibility.

C. Overview of Holder, Pankow, TEC - A Joint Venture

On December 19, 2022, the Airport Authority Commission awarded the RPT Project design-build agreement to Holder, Pankow, TEC - A Joint Venture ("HPTJV"). HPTJV is comprised of: Holder Construction Group, LLC ("Holder"); Charles Pankow Builders, Ltd. ("Pankow"); and TEC Management Consultants, Inc. ("TEC"). Holder is a Georgia limited liability company, Pankow is a California limited partnership, and TEC is a California corporation. Holder Executive Vice President & Chief Operating Officer William R. Turpin executed the design-build agreement on behalf of HPTJV pursuant to written confirmation of his signature authority from the three firms.

D. Legal Status of Joint Ventures

Under state law a joint venture has a legal status comparable to a partnership. The California Court of Appeal has summarized this legal status as follows:

"A joint venture is a distinct entity virtually identical to a partnership, and capable of contracting—that is, acquiring obligations—in its own name. Although joint venturers, and partners, are jointly and severally liable to third parties for the obligations of the joint venture or partnership, the partners are free to allocate responsibility among themselves as they see fit." [*Victor Valley Transit Authority v. Workers' Compensation Appeals Board*, 83 Cal.App.4th 1068, 1076 (2000) (citations and italics omitted).]

II. Contract Documents

The RPT Project design-build agreement includes more than a dozen exhibits and the contract document package comprises 1,457 pages. Approximately 500 pages of that material consists of items approved by the Airport Authority Commission several years ago: project labor agreement; development agreement; charrettes report; and South Coast Air Quality Management District memorandum of understanding. Of the other material, the general conditions and the project requirements are the most lengthy items. The general conditions address the terms and conditions under which the project is performed. The project requirements define the scope of work and specific performance requirements. A table of contents for the contract document package is set forth after this Executive Summary.



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III. Contract Document Highlights

Document	PDF Page	Section	Topic	Description
Design-Build Agreement	14	3.02	Phases	Two phases: Preliminary and Completion
	14	4.02	Deadlines	April 2, 2024 deadline for Phase 1 October 1, 2027 deadline for substantial completion of the project December 15, 2027 deadline for final completion of the project
	14	5.01	Phase 1 Price	Phase 1 fee capped at \$54,244,242
Federal Contract Clauses	310	II	Workforce Goals	28.3% goal minority participation goal 6.9% female participation goal
	323	XI	DBE goal	18% DBE participation goal
	334	XX	Termination	BGPAA may terminate for convenience
General Conditions	387	GC-11(B)	Change Orders	Change order amount level for which Airport Authority Commission approval is required (to be inserted)
	391	GC-14(C)	Key Personnel	\$100,000 penalty if key personnel identified in the proposal are reassigned or removed without BGPAA's prior written approval
	402	GC-26	Joint Liability	All entities comprising Design-Builder are jointly and severally liable to BGPAA
	407	GC-36	Termination	BGPAA may terminate for convenience
	467	GC-58	Change Orders	BGPAA-approved change order is required for any extra work or change in the contract documents BGPAA may issue a unilateral change order when there is not agreement with Design-Builder regarding the amount of a credit or an extra cost for a change to the contract documents Design-Builder may file a claim and seek review of unilateral change orders
	469	GC-59	Dispute Resolution	A three-person dispute resolution panel shall provide written advisory recommendations for resolution of disputes



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Document	PDF Page	Section	Topic	Description
	477	GC-65	Development Agreement	Panel will be comprised of one BGPAA appointee, one Design-Builder appointee, and one person selected by those appointees Design-Builder must comply with development agreement
Project Definition Manual	821	Community Outreach	Charrettes	Design-Builder must incorporate charrette precepts to maximum extent practical
Project Labor Agreement	943	3.5.1	Workforce Goals	30% area resident goal
	949	7.1	Strikes	Unions prohibited from encouraging or participating in strikes
	959	14.2.1	Apprentices	Apprentices may comprise 30% of work force
	975	Attachment B	Area Resident Zip Codes	Tier 1 (Burbank, Glendale, Pasadena, and adjacent portion of Los Angeles) and Tier 2 (Mid-Town, Studio City, Valley Village, Valley Glen, Van Nuys, North Hollywood East and West, Sun Valley)

IV. Key Problem Avoidance Provisions

Period	Topic	Reference	Description
Design	Safety	PR-01 (B)(1)(d)	Design-Builder is required to incorporate Safety by Design principals
Design	Quality Control	PR-13, PR-14	Design-Builder is required to submit a design quality management plan prior to initiation of design work Design-Builder is responsible for design errors and omissions
Design	Cost Control	PR-01 (B)(1)(c), (e)	Within 45 days of Notice to Proceed issuance, Design-Builder is required to submit an initial budget validation report utilizing a specific format ("cost component framework") prescribed by BGPAA Design-Builder is required to update the cost component framework on a monthly basis as the design progresses Design-Builder is required to provide detailed cost estimates at the 30% and 60% design milestones



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Period	Topic	Reference	Description
			Design-Builder is required to provide a list of value engineering suggestions and detailed analysis of BGPAA selected items including alternative methods, systems, materials, equipment, and designs feasible to complete the construction at the lowest reasonable construction costs achieving BGPAA's program objectives
			BGPAA will retain a cost team throughout the project to evaluate costs developed or proposed by Design-Builder
Construction	Safety	PR-15, Exh. E	BGPAA's construction safety program exceeds federal and state OSHA requirements
Construction	Quality Control	PR-13, PR-14	Design-Builder is required to submit a construction quality management plan prior to initiation of construction work
			Design-Builder is required to correct any work that BGPAA determines does not meet quality requirements
Construction	Cost Control	PR-04, GC-39 to GC-48, GC-51 to GC-58	GMP proposal must document Design-Builder's commitments with respect to scope, schedule and budget to construct the project
			Requirements are in place for monitoring and maintenance of the schedule so that BGPAA can monitor progress on a real time basis and identify potential problems early enough to develop mitigation strategies
			Requirements are in place for effective control of potential change events
			Design-Builder is responsible for verifying and documenting existing field conditions

V. Contract Negotiation Highlights

Section	Topic	Description
GC-13	Intellectual Property Licenses	HPTJV sought to modify language requiring it to provide BGPAA with a permanent, irrevocable license to use intellectual property associated with proprietary systems delivered for the project. BGPAA's revised language was accepted.
GC-20	Project Site Investigation	HPTJV sought to add language to limit its liability exposure for claims arising from mistakes of its geotechnical engineering subcontractor. This request was rejected.
GC-23	ADA Compliance	HPTJV sought to add language stating that its duty to comply with disabled access laws is limited to laws in effect as of the contract date. This request was rejected.



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Section	Topic	Description
GC-25	Use of Improvements During Construction	HPTJV sought to add language making BGPAA responsible for security, maintenance, and insurance of completed portions of the project that are beneficially occupied by BGPAA. This request was accepted.
GC-27	Indemnity	HPTJV sought to revise language related to its indemnity obligation. This request was largely rejected, but language was revised to preclude BGPAA from unreasonably withholding approval of settlements in litigation for which HPTJV provides indemnity.
GC-37	Termination	HPTJV sought to add language requiring BGPAA to provide a cost accounting if BGPAA terminates the contract for default and invoices HPTJV for payment of any excess expenses incurred finishing the project. This request was accepted.
GC-41	Delays	HPTJV sought to modify language defining an excusable delay and a compensable delay. This request was partially accepted.
GC-43	Force Majeure	HPTJV sought to add language to make the impact of a force majeure event a compensable delay after 30 days. BGPAA's revised language was accepted.
GC-50	Payment	HPTJV sought to add language to allow Design-Builder's contingency funds to be used for costs associated with correcting minor design errors, omissions, design coordination issues, or construction errors. This request was accepted.
GC-57	Pricing	HPTJV sought to add language to expand the reimbursable costs to include legal, mediation, and litigation costs arising out of the work when the dispute is not between HPTJV and BGPAA. BGPAA's alternative language was accepted.
GC-63	Warranties	HPTJV sought to revise language to make the warranty period begin upon substantial completion of the project rather than at final acceptance. BGPAA's revised language, making the warranty period start at final acceptance or beneficial occupancy of the project, was accepted.
GC-67	Insurance	HPTJV sought to add language to provide for a mutual release of claims that are covered by property insurance. This request was accepted.



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DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT ("Agreement") is dated December 19, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Owner"), a California joint powers agency, and Holder, Pankow, TEC – A Joint Venture ("Design-Builder"). Design-Builder is a joint venture comprised of: Holder Construction Group, LLC ("Holder"), a Georgia limited liability company; Charles Pankow Builders, Ltd. ("Pankow"), a California limited partnership; and TEC Management Consultants, Inc. ("TEC"), a California Corporation.

RECITALS

- A. Owner has certified a Final Environmental Impact Report (State Clearinghouse No. 2015121095) for the Replacement Passenger Terminal Project ("Project") at Bob Hope Airport.
- B. Owner desires to retain Design-Builder as an independent contractor for progressive design-build services for the Project.
- C. Owner has selected Design-Builder for this contract award following a two-step Request For Qualifications / Request For Proposals competitive negotiation process in accordance with Federal Aviation Administration Advisory Circular No. 150/5100-14E, Government Code Section 5956 et seq. and other applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

ARTICLE 1. GENERAL MATTERS

1.01 Design-Builder CSLB License / DIR Registration.

A. Contractors State License Board License Numbers.

Holder: 977963
Pankow: 688972
TEC: 750532

B. Department of Industrial Relations Registration Numbers.

Holder: 1000963637
Pankow: 1000004415
TEC: 1000009486

1.02 Designated Representatives. The following individuals are authorized to transmit instructions, receive formal notices, receive information, and, to the extent permitted by the General Conditions, render decisions relative to this Agreement.

- A. Owner's Authorized Representative: Mr. Patrick Lammerding, Deputy Executive Director
- B. Design-Builder's Authorized Representative: Kevin Fauvell, Vice President

1.03 Rules of Interpretation. Unless otherwise indicated or apparent from the context, the following rules of interpretation shall apply.

A. Definitions. Definitions set forth in the General Conditions shall apply to all of the Contract Documents.

B. Terminology. As used in the Contract Documents the singular includes the plural and vice versa; the term "shall" is mandatory and the term "may" is permissive; the term "day" means calendar day; the terms "business day," "work day," and "working day" mean a non-holiday weekday; and the terms "include," "includes," and "including" are illustrative and nonexhaustive.

1.04 Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if sent by e-mail on a business day before or during the receiving party's regular business hours; (b) the business day after delivery, if sent by e-mail on a business day after the receiving party's regular business hours or on a non-business day; (c) the business day after deposit with a reputable overnight delivery service; or (d) the day of delivery or attempted delivery, if sent by United States certified mail. Such materials shall be sent to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice sent by e-mail that is rejected as shown by the sender's e-mail system shall not be deemed received. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit with a reputable overnight delivery service or by United States certified mail, but such notice shall be deemed received based on the e-mail delivery.

Owner

Burbank-Glendale-Pasadena Airport
2627 Hollywood Way
Burbank, CA 91505
Attn: Mr. Frank Miller (Copy Mr. Patrick Lammerding)
E-mail: PLammerding@bur.org

Design-Builder

Holder, Pankow, TEC - A Joint Venture
3300 Riverwood Parkway, 1200
Atlanta, Georgia 30339
Attn: Mr. William R. Turpin
E-mail: BTurpin@Holder.com

ARTICLE 2. CONTRACT DOCUMENTS

2.01 Contents. The Contract Documents are identified in General Conditions GC -1.

2.02 Incorporation. The documents listed in General Conditions GC-1 are incorporated into this Agreement by reference whether or not attached to this Agreement as an Exhibit.

ARTICLE 3. THE WORK

3.01 Scope. Design-Builder shall furnish all labor, materials, and equipment required for the Work. Design-Builder shall perform Phase 1 of the Work and (subject to Owner's issuance of a Notice to Proceed) Phase 2 of the Work as specified in the Contract Documents.

3.02 Phases. The Work is generally described as progressive design-build services in following phases:

A. Phase 1 (Preliminary Stage). As set forth in more detail in the Scope of Work, Design-Builder shall perform the following services in Phase 1: Study and Report services; drafting of Preliminary Technical Documents; preparation of Construction Drawings and Construction Specifications up to 60% percent completion; and Construction Planning services including preparation of a single Guaranteed Maximum Price proposal and possible Component Guaranteed Maximum Price proposals.

B. Phase 2 (Completion Stage). If Owner accepts a Guaranteed Maximum Price established pursuant to the General Conditions and Project Requirements, then Design-Builder shall perform the following services in Phase 2: Completion of Construction Drawings and Construction Specifications based on the Preliminary Technical Documents; Construction; Start-up, Testing, and Commissioning; and Final Corrections.

ARTICLE 4. CONTRACT TIMES

4.01 Time of the Essence. All time limits for Design-Builder's attainment of Milestones, Substantial Completion, and completion and readiness for final payment are of the essence of the contract.

4.02 Contract Times:

A. Phase 1 - Preliminary Stage. Design-Builder shall complete the Work under Phase 1 to meet the 60% design delivery on or before April 02, 2024.

B. Phase 2 - Completion Stage. Design-Builder shall achieve Substantial Completion on or before October 01, 2027, Design-Builder shall achieve Final Completion on or before December 15, 2027

ARTICLE 5. CONTRACT PRICE

5.01 Phase 1 Price. The Phase 1 Price means that portion of the Contract Price established for Design-Builder's completion of Phase 1 services. For performance of the Phase 1 services, Owner shall pay Design-Builder an amount not to exceed \$54,244,242 Payments shall be made in accordance with the fee schedule in the Proposal.

5.02 Phase 2 Price. The Phase 2 Price means the Guaranteed Maximum Price that is (i) established in accordance with the General Conditions and the Project Requirements; and (ii) accepted by Owner. Payments shall be made in accordance with the fee schedule in the Guaranteed Maximum Price Proposal.

ARTICLE 6. INSURANCE; BONDS

6.01 Insurance. Design-Builder and Owner shall obtain and maintain insurance as required by the General Conditions and the Project Requirements.

- 6.02 Bonds. Design-Builder shall provide payment, performance, and other bonds as required by the General Conditions and the Project Requirements.

ARTICLE 7. DESIGN-BUILDER REPRESENTATIONS / CERTIFICATION

- 7.01 Representations. Design-Builder makes the following representations for Owner's reliance:

- A. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Design-Builder is familiar with and is satisfied as to all laws that may affect cost, progress, and performance of the Work.
- D. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings; and (b) reports and drawings relating to Hazardous Environmental Conditions at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.
- E. Design-Builder has considered the information known to Design-Builder itself, and to construction subcontractors and design professionals that Design-Builder has selected; information commonly known to design professionals and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (3) Design-Builder's safety precautions and programs.
- F. Design-Builder has determined that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to execution of this Agreement at the Contract Price, subject to the Contract Times.
- G. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.
- I. Design-Builder has determined that the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Design-Builder's execution of this Agreement constitutes an incontrovertible representation that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 Unfair Practices Certification. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement. For the purposes of this Section, the following definitions apply:

- A. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or the contract execution.
- B. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the procurement process or the contract execution to the detriment of Owner, (b) to establish prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- C. "Collusive practice" means a scheme or arrangement between two or more proposers, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels.
- D. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the contract execution.

ARTICLE 8. ACCOUNTING RECORDS

8.01 Maintenance/Preservation. Design-Builder shall keep such full and detailed accounts of materials incorporated and labor, services, and equipment utilized for the Work as may be necessary for proper financial management under this Agreement. Design-Builder shall preserve all such documents for a period of six years after the final payment by Owner, or longer as may otherwise be required under the Contract Documents or by law.

8.02 Inspection. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all of Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to cost-based or time-based compensation or reimbursement of any type or description, including direct labor hours, standard rate hours, reimbursable expenses, change order pricing, and the Cost of the Work (if applicable).

ARTICLE 9. MISCELLANEOUS

9.01 Assignment. Except as authorized by this Agreement, Design-Builder shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Design-Builder from utilizing subcontractors identified in the Proposal. Any attempt by Design-Builder to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

9.02 COVID-19 Exposure Notice. If Design-Builder learns that any Authority or TBI Airport Management, Inc. employee has a potential COVID-19 exposure from contact at the Airport with

a qualifying individual (as defined in Labor Code Section 6409.6) employed by Design-Builder in the performance of the Project, then Design-Builder shall notify the Authority of that fact within one business day. Design-Builder's obligation under this section shall survive expiration or termination of this Agreement.

- 9.03 Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
- 9.04 Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
- 9.05 Integration. This Agreement (including the attached Exhibits and other documents incorporated by reference) represents the entire and integrated contract between the parties regarding the Project. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Project. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below.

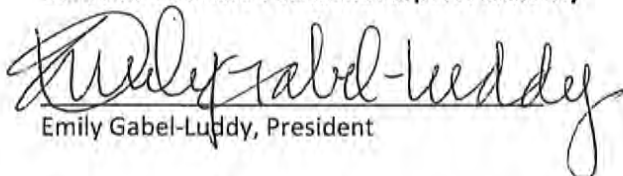
DESIGN-BUILDER

Holder, Pankow, TEC - A Joint Venture


William R. Turpin, Chief Operating Officer
Holder Construction Group, LLC

OWNER

Burbank-Glendale-Pasadena Airport Authority


Emily Gabel-Luddy, President

Approved as to form:



Terence Boga, General Counsel

EXHIBIT A
Administrative Requirements

(attached)

ACKNOWLEDGEMENT PAGE

By submitting a Proposal, Proposer acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity. Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Proposer certifies that the information provided in its submission is complete, including the full disclosure of all sub-consultants, suppliers, joint ventures, teaming agreements and the like, and that the information submitted is true and accurate to the best of its personal knowledge. Proposer confirms that its signatories are authorized to submit this Proposal electronically on behalf of Proposer and to bind Proposer to all information set forth herein.

Date: <u>October 11, 2022</u>		Company Name: <u>Holder, Pankow, TEC - a Joint Venture</u>	
* Authorized Signature		<u>Senior Vice President</u>	Title
* Authorized Signature		<u>Vice President</u>	Title
* Authorized Signature		<u>CEO</u>	Title

*If Proposer is a corporation, two signatories are required: one "operational group" signatory who is either the Chairperson of the Board, the President, or a Vice President; and one "financial group" signatory who is either the Secretary, an Assistant Secretary, the Chief Financial Officer, or an Assistant Treasurer. If a signatory holds a corporate office in both groups, then a second signatory is not required. In the alternative, a single signatory is acceptable when accompanied by a corporate resolution authorizing such signatory to bind Proposer.

If Proposer is a joint venture, a signatory from each member of the joint venture is required. Each signatory shall be either the Chairperson of the Board, the President, or a Vice President of that member of the joint venture.

If Proposer is a limited liability company, two signatories are required. Each signatory shall be a manager of the limited liability company. In the alternative, a single signatory is acceptable when accompanied by articles of incorporation stating that the limited liability company is managed by only one manager.

RETURN THIS ACKNOWLEDGEMENT PAGE WITH YOUR PROPOSAL – LATE, EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

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EXHIBIT A

(RFP E22-03 ATTACHMENT A)

ADMINISTRATIVE REQUIREMENTS

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AR-05	DBE PARTICIPATION FORM
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**ADMINISTRATIVE REQUIREMENT
AR-01 – NOTICE INVITING PROPOSALS****FOR****[Progressive Design-Build Services – Replacement Passenger Terminal] [“Project”]**

NOTICE IS HEREBY GIVEN that the Burbank-Glendale-Pasadena Airport Authority (“Authority”) invites sealed proposals for the Project from the shortlisted respondents who submitted Statements of Qualifications. The Authority will receive such proposals via its e-procurement site, Planet Bids, up to **[4:00] [PM]** on **[October 11, 2022]**. Proposal prices shall be made publicly available through PlanetBids.

All proposals must be made on the form(s) furnished by the Authority and on the Line Item tab as indicated in PlanetBids. Proposals must remain valid and shall not be subject to withdrawal for 120 calendar days after the proposal due date.

FEDERAL AIRPORT CONSTRUCTION STANDARDS. The Project is funded, in part, with federal grant monies through the Airport Improvement Program (“AIP”) or with revenue from the Passenger Facility Charge (“PFC”) Program, or with monies and revenue from both the AIP and PFC Program. Therefore, the Project and the Design-Builder shall comply with all applicable standards contained in Advisory Circular No. 150/5370-10H issued and amended by the Federal Aviation Administration (FAA), as set forth in the Federal Contract Clauses.

SCOPE OF WORK. The Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to **[design, construct, and commission a replacement passenger terminal and associated infrastructure and utility improvements]** as more specifically described in the Contract Documents. The work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable laws. The quantities of work to be performed and materials to be furnished that are specified in the cost proposal form are approximations only, such amounts being given as a basis for the comparison of proposals. Actual quantities of work to be performed and materials to be furnished may vary at the discretion of the Authority.

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT GOAL. In accordance with 49 CFR Part 26, and the FAA’s Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors (revised June 19, 2018), the Authority has established a Disadvantaged Business Enterprise (DBE) participation goal of 18.00% for this contract. The Authority’s award of this contract is conditioned upon the proposer meeting the DBE goal, demonstrating how it will competitively bid construction trade packages to meet the DBE goal, or demonstrating that it has made Good Faith Efforts to meet the established DBE goal. Good Faith Efforts will be evaluated by the Authority in accordance with the requirements of 49 CFR § 26.53 and Appendix A. Construction trade package bidders who do not meet the DBE goal or make Good Faith Efforts to meet the goal will be deemed nonresponsive.

OBTAINING BID DOCUMENTS. Contract Documents can be obtained from PlanetBids through the following link <http://planetbids.com/portal/portal.cfm?CompanyID=21910>. All proposers shall register for the Project through PlanetBids or the proposal may be rejected as non-responsive.

MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT. A mandatory pre-proposal meeting will be held on **[August 16, 2022]** at **[11:00] [AM]** at Hollywood Burbank Airport, 2627 North Hollywood Way, Burbank, in the Sky Room, followed by a project site visit. DBE contractors, vendors, and suppliers are encouraged to attend this meeting as it represents an opportunity to meet prospective “prime” proposers. Failure of a proposer to attend will render that proposal nonresponsive. No allowances for cost adjustments will be made if a proposer fails to adequately examine the project site before submitting a proposal.

PARKING. Free parking will be provided in the Airport's Covered Parking Lot G for attendance at the pre-proposal meeting. This parking lot is within walking distance of the Terminal and its location is shown on the map at the end of this section. Parking in any other Airport parking lot will not be reimbursed and will be subject to the posted rate for that lot.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no design-builder or subcontractor shall be qualified to propose on, be listed in a proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid or proposal purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with the Prevailing Wage Law (Labor Code Section 1720 *et seq.*), the Project is a "public works project." The selected proposer ("Design-Builder") and any subcontractors shall pay wages in accordance with the determination of the Director of the California Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Authority, and are available to any interested party upon request. The Design-Builder shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. The Project is subject to compliance monitoring and enforcement by the DIR.

DAVIS-BACON ACT. This Project must comply with the Davis-Bacon Act. In accordance with 2 C.F.R. Part 200 *et seq.* and Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Design-Builder must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, a current copy of which must be included with each construction trade bid packet. In addition, Design-Builder is required to pay wages, for covered labor classifications, not less than once a week. Where the wages required under the Davis-Bacon Act differ from those wages required by the Labor Code Section 1770 *et seq.*, Design-Builder must pay whichever rates are higher.

CONSTRUCTION TRADE BID SECURITY. Each subsequent construction trade bid must be accompanied by a cash deposit, cashier's check, certified check or bidder's bond issued by a surety insurer, each of which must be made payable to the Authority and in an amount not less than 5% of the total construction trade bid submitted. Personal or company checks are not acceptable. Failure to enter into a valid construction trade subcontract with the Design-Builder within 15 days after the date of delivery of the Contract Documents to the construction trade subcontractor, including failure to submit all required bonds and insurance coverages, shall subject the construction trade bid security to forfeiture to the extent provided by law. **The construction trade bid security must be physically delivered to the Authority by the identified construction trade bid deadline(s) or the construction trade bid will be deemed nonresponsive.**

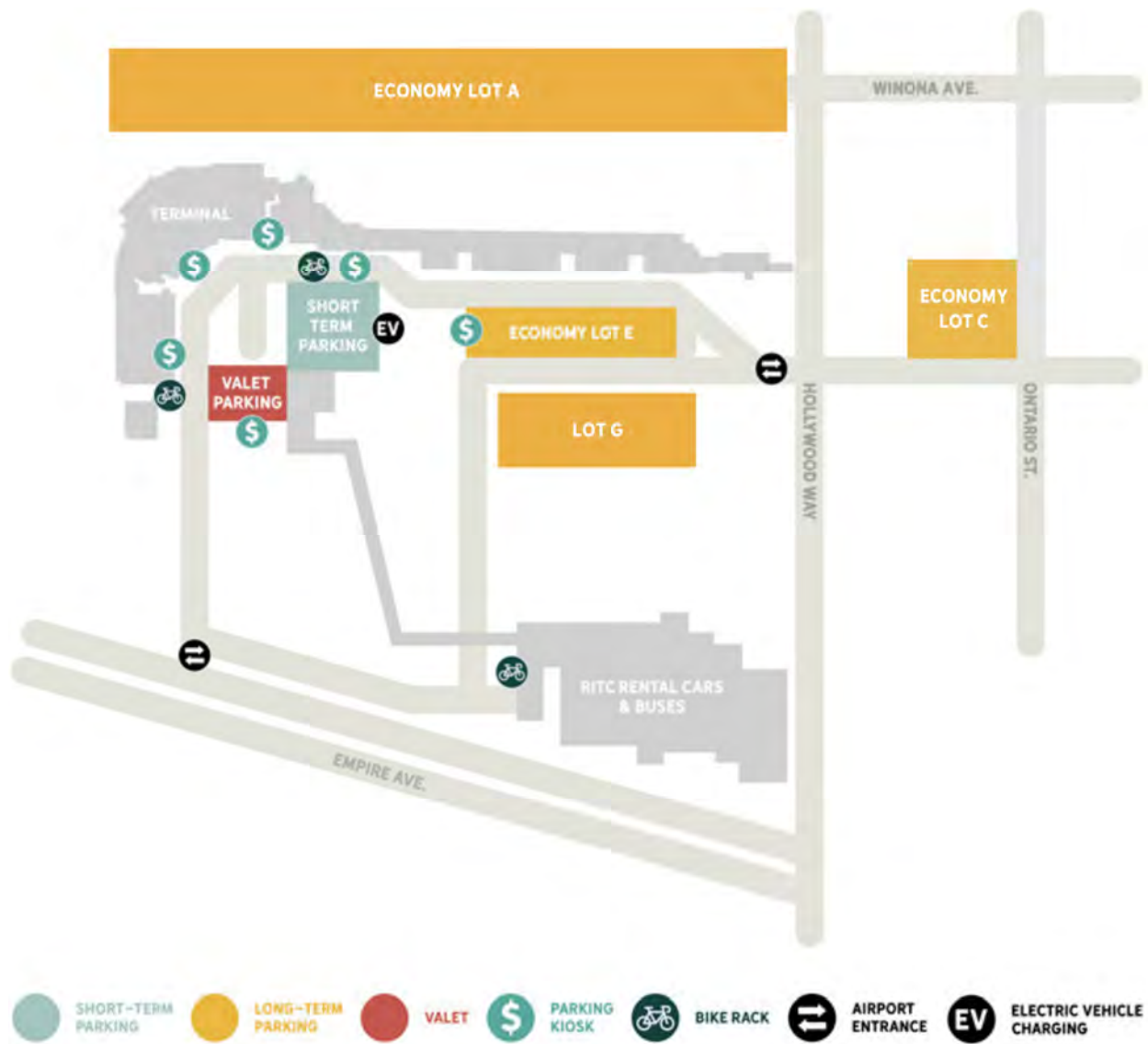
BONDS. The Design-Builder shall provide faithful performance and payment bonds, each in a sum equal to the contract price. Before acceptance of the Project, the Design-Builder shall submit proof from the surety that the performance bond has been extended for one year from the project acceptance date. All bonds must be issued by a California admitted surety insurer having a rating of not less than [A- in A.M. Best's Insurance Guide](#) ~~A-X in A.M. Best's Insurance Guide~~, and must be on the forms set forth in the Contract Documents, unless otherwise acceptable to the Authority.

CSLB LICENSE. At the time of contract award, the Design-Builder shall possess a valid Class **[A and B]** contractor's license issued by the California State Contractors License Board ("CSLB").

RETENTION SUBSTITUTION. Five percent of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Design-Builder, securities equivalent to the amount withheld may be deposited with the Authority or with a state or federally chartered bank as escrow agent, which shall then pay such moneys to the Design-Builder. Upon satisfactory completion of the Project, the securities shall be returned to the Design-Builder. Alternatively, the Design-Builder may request that the Authority make payments of earned retentions directly to an escrow agent at the Design-Builder's expense. No such substitutions shall be accepted until all related documents are approved by Authority counsel.

PROPOSAL AND BIDDING PROCESS. The Authority reserves the right to reject any or all proposals or construction trade bids, and to waive any irregularities or informalities in any proposal or construction trade bid or in the bidding, as deemed to be in its best interest.

PARKING MAP:



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**ADMINISTRATIVE REQUIREMENT
A-02 – INSTRUCTIONS TO PROPOSERS**

FORM OF PROPOSAL. Proposals shall be made on the cost proposal forms found herein, uploaded in .pdf format and the Line Item tab in PlanetBids shall be completed as indicated. Proposers shall include all forms and fill in all blank spaces, including inserting “N/A” (for not applicable) where necessary. The Authority reserves the right to request clarifications of pricing and associated items as part of its evaluation prior to award. Proposers shall bear their own proposal costs.

DELIVERY OF PROPOSALS. The proposal shall be delivered via PlanetBids by the time and date specified in the Notice Inviting Proposals. No oral, faxed, emailed, or telephonic proposals or alternatives will be considered. The time of delivery shall be conclusively determined by the proposal confirmation received from PlanetBids. It is the proposer’s responsibility to ensure that it allocates adequate time to upload any requested components of the proposal. Therefore, plan response time accordingly. The Authority strongly recommends proposers research the “Place E-bid” tab prior to submission in order to understand how the components of each response are to be uploaded in the General Attachments and Response File tabs. PlanetBids Vendor Help Center can be accessed at the following address: <https://pbsystem.planetbids.com/portal/21910/help>. All proposals shall become Authority property.

AMENDED PROPOSALS. Unauthorized conditions, limitations or provisos attached to a proposal may cause the proposal to be deemed incomplete and non-responsive.

WITHDRAWAL OF PROPOSAL. A proposal may be withdrawn without prejudice upon written request by the proposer filed with Lanna Aguilera, Procurement Manager at laquilera@bur.org before the proposal submission deadline. Proposals must remain valid and shall not be subject to withdrawal for 120 calendar days after the proposal due date.

CONSTRUCTION TRADE BID SECURITY. Each subsequent construction trade bid must be accompanied by a cash deposit, cashier’s check, certified check or bidder’s bond issued by a surety insurer, each of which must be made payable to the Authority and in an amount not less than 5% of the total construction trade bid submitted. Personal or company checks are not acceptable. Failure to enter into a valid construction trade subcontract with the Design-Builder within 15 days after the date of delivery of the Contract Documents to the construction trade subcontractor, including failure to submit all required bonds and insurance coverages, shall subject the construction trade bid security to forfeiture to the extent provided by law. No construction trade bid bond will be accepted unless it conforms substantially to the form provided in the subsequent construction trade bid solicitation package.

Each subsequent construction trade bid security must be physically delivered to the Authority prior to the identified construction trade bid deadline(s). The construction trade bid security must be submitted directly to the address below in a clearly labeled, sealed envelope prior to the bid deadline addressed as follows:

Burbank-Glendale-Pasadena Airport Authority
Attention: Lanna Aguilera, Procurement Manager
Ref: Project No. E22-03; Bid Security for (Include Bidder Name and Address)
2627 Hollywood Way
Burbank, CA 91505

Any subsequent construction trade bid that is electronically submitted via PlanetBids by the construction trade bid deadline will be deemed nonresponsive unless construction trade bid security for such construction trade bid has been physically delivered to the Authority by the identified construction trade bid deadline(s).

QUANTITIES APPROXIMATE. Any quantities shown in the cost proposal form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of work to be performed or materials to be furnished, and as basis for proposal comparison. The Authority does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the Authority may increase or decrease the amount of any item or portion of work to be performed or material to be furnished, or may omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The Authority may, from time to time, issue addenda to this proposal solicitation. Proposers are responsible for ensuring that they have received any and all addenda. Each proposer is responsible for verifying that it has received all addenda issued, if any. Proposers must acknowledge in their proposal receipt of all addenda, if any. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed incomplete and non-responsive. The Authority's primary method of transmitting addenda and other information related to this procurement shall be through PlanetBids. Proposers are highly encouraged to check status frequently via PlanetBids.

DISCREPANCIES IN PROPOSALS. Each proposer shall set forth as to each item of work, in clearly legible words and figures, a unit or line item bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the cost proposal form, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF PROPOSERS. In evaluating proposer responsibility, consideration will be given not only to the financial standing, but also to the general competency of the proposer for the performance of the Project. Each proposer shall set forth in the designated area of the proposal a statement of its experience. No contract will be executed with a proposer that is not registered with the DIR in accordance with state law, or that does not possess the CSLB license class(es) specified in this proposal solicitation package. These registration and licensing requirements for design-builders shall also apply to all subcontractors.

PROPOSER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each proposer must carefully examine the project site and the entirety of the Contract Documents. Upon submission of a proposal, it will be conclusively presumed that the proposer has thoroughly investigated the work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of work to be performed and materials to be furnished. Upon proposal submission, it also shall be conclusively presumed that the proposer is familiar with and agrees to the requirements of the Contract Documents, including all addenda. No information derived from an inspection of records or investigation will in any way relieve the Design-Builder from its obligations under the Contract Documents nor entitle the Design-Builder to any additional compensation. The Design-Builder shall not make any claim against the Authority based upon ignorance or misunderstanding of any condition of the project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Proposers assume all risks in connection with performance of the work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the Authority with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than the proposal due date. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

DISQUALIFICATION OF PROPOSERS. No person shall be allowed to make, file or be interested in more than one proposal for the Project, unless alternate proposals are specifically called for. A person that has submitted a sub-proposal to a proposer, or that has quoted prices of materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers or from making a prime proposal. If there is a reason to believe that collusion exists among the proposers, all affected proposals will be rejected.

RETURN OF CONSTRUCTION TRADE BID SECURITY. The successful construction trade bidder's construction trade bid security, for subsequent construction trade bids, shall be held until the construction trade subcontract is executed. Construction trade bid security shall be returned to the unsuccessful construction trade bidders within a reasonable time, which in any case shall not exceed 60 calendar days after the successful construction trade bidder has signed the subcontract.

AWARD OF CONTRACT. The Authority reserves the right to reject any or all proposals or any parts thereof or to waive any irregularities or informalities in any proposal or in the procurement. The contract award, if made, will be to the responsible proposer representing the Best Value to the Authority and is anticipated to occur within 120 calendar days after the proposal due date. The contract award may be made after that period if the selected proposer has not given the Authority written notice of the withdrawal of its proposal.

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT GOAL. In accordance with 49 CFR Part 26, and in accordance with the FAA's Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (revised June 19, 2018), the Authority has established a Disadvantaged Business Enterprise (DBE) participation goal of 18.00% for this contract. The Authority's award of this contract is conditioned upon the proposer meeting the established DBE goal or demonstrating that it has made Good Faith Efforts to meet the established DBE goal. For competitively bid construction trade packages and procurements of design and other non-trade services, the Design-Builder shall award the subcontract to a subcontractor that meets the established DBE goal or demonstrates that it has made Good Faith Efforts to meet the established DBE goal. Good Faith Efforts will be evaluated by the Authority in accordance with the requirements of 49 CFR § 26.53.

As a condition of subsequent GMP (or component GMP) proposal(s) responsiveness, proposers must submit the following information with their GMP (or component GMP) proposal(s) on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1). Please note that only subcontractors and manufacturers may be counted at the full contract value. Suppliers are counted at 60% of the purchase dollars and providers of a service are counted at the amount of fees or commissions. DBE participation will be counted in compliance with 49 CFR part 26, §26.55.
- (4) Written statement from the proposer that attests its commitment to use the DBE firm(s) listed under (1) to meet the Authority's project goal;

- (5) Written confirmation from each DBE firm listed under (1) stipulating the description of its work and dollar amount of its subcontract with the proposer. A DBE Participation Form is attached. If applicable, please submit one completed form per DBE firm.
- (6) If the proposer cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the proposer prior to proposal submission as described in 49 CFR Part 26, Appendix A.

Within forty-five (45) calendar days after NTP, proposers must submit the information listed above in items (1) through (6) for design and preconstruction services demonstrating how it will meet the DBE goal or demonstrating that it has made Good Faith Efforts to meet the established DBE goal. Good Faith Efforts will be evaluated by the Authority in accordance with the requirements of 49 CFR § 26.53.

Satisfaction of DBE Goal or Adequate Good Faith Efforts: To be deemed responsive and eligible by the Authority, a proposer must demonstrate to the Authority's satisfaction that it will attain the DBE Goal as described above, or, if it is unable to meet this goal, that it has made sufficient "Good Faith Efforts" in accordance with 49 CFR part 26 Appendix A. In the event the Authority determines that a proposer has either 1) failed to obtain sufficient DBE participation to meet the DBE Goal and 2) failed to make good faith efforts to achieve the DBE Goal, the Authority shall afford the proposer(s) the opportunity to have such determination reconsidered by an Authority representative who did not take part in the original determination. A proposer's request for such reconsideration must be received in writing by the Authority within five (5) business days of the Authority's notification to proposer that its failure to meet the DBE Goal requires rejection of its proposal. Timely requests for administrative reconsideration request shall be processed in accordance with 49 CFR § 26.53(d).

DBE Certification. A proposer claiming DBE status for itself and/or any subcontractors or suppliers must ensure that it or its listed DBE subcontractors/suppliers are currently certified by the California Unified Certification Program (CUCP) as a DBE in the trade in which its work will be performed. The CUCP directory may be found at:

<https://californiaucp.dbesystem.com/>

Firms who are not certified in the appropriate trade by the CUCP will not be counted towards DBE participation.

Participants List. The Department of Transportation regulations under 49 CFR Part 26 requires the Authority to collect and maintain a list identifying all firms (both DBEs and non-DBEs) who attempted to participate as subcontractors or suppliers on this federally assisted contract. All proposers shall complete and submit with their proposals the Participants List attached hereto including all firms, both DBEs and non-DBEs, that provided either verbal or written quotes or proposals to the proposer on potential subcontracts and supply agreements under this contract. The Authority, in its sole discretion, may consider any deficiencies in a proposer's Participants List, including failure to submit such Participants List with its bid, to be informalities as to form, which the Authority may, in its sole discretion, waive upon the proposer's satisfactory explanation, correction or provision of required information.

LISTING SUBCONTRACTORS; SELF-PERFORMANCE. Each proposer shall submit a list of the proposed subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*). The Design-Builder shall self-perform not more than 20% of the work, in accordance with the Contract Documents.

EXECUTION OF CONTRACT. The selected proposer shall execute the contract in the form included in this proposal solicitation package within 15 working days from the date of delivery of the Contract Documents to the proposer. Additionally, the selected proposer shall also secure all specified insurance and bonds, and shall provide copies to the Authority, within 15 working days from the date of delivery of the Contract Documents to the proposer. Failure or refusal to execute the contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award. In such event, the Authority may award the contract to the next responsible proposer or may reject all proposals.

NO COMPENSATION FOR COSTS INCURRED PRIOR TO CONTRACT EXECUTION. All costs incurred by the selected proposer prior to contract award and execution of the contract by the Authority shall be at the proposer's sole risk. The Authority shall have no liability for costs incurred prior to its execution of the contract.

SIGNATURES. The proposer shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. Proposals submitted as joint ventures must so state and be signed by each joint venturer. The proposer shall provide evidence satisfactory to the Authority, such as an authenticated resolution of the proposer's board of directors, a certified copy of a certificate of partnership acknowledging the signer to be a general partner, or a power of attorney, indicating the capacity of the person(s) signing the proposal to bind the proposer to the proposal and any contract arising therefrom. Alternatively, proposals submitted by corporations must be executed as specified in Corporations Code Section 313, proposals submitted by limited liability companies must be executed as specified in Corporations Code Section 17703.01(d), and proposals submitted by partnerships must be executed by all partners comprising the partnership.

INSURANCE AND BONDS. The Design-Builder shall not begin work until it has given the Authority evidence of all required insurance coverage (including all additional insured endorsements). The Design-Builder shall submit a bond guaranteeing the Design-Builder's faithful performance of the contract, and a bond securing the payment of claims for labor and materials, at the time specified in the contract.

INTERPRETATION OF CONTRACT DOCUMENTS. Any proposer that is in doubt as to the intended meaning of any part of this proposal solicitation package, or that finds discrepancies in or omissions from this proposal solicitation package, may submit, via the Q&A tab in PlanetBids, a written request for an interpretation or correction not later than 5:00 p.m. on September 13, 2022. Requests for clarification received after this date will be disregarded. Telephonic requests will not be taken. Any interpretation or correction of this proposal solicitation package will be made only by a written addendum. No oral interpretation of any provision in this proposal solicitation package shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state or local authorities on materials used or furnished by the Design-Builder in performing the work shall be paid by the Design-Builder. Proposers shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, state, and local law and shall include these payments in computing their proposal.

PROTESTS. A protest regarding this proposal solicitation package or a proposed contract award may be filed by short-listed firms in accordance with the protest procedure contained in this package.

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**ADMINISTRATIVE REQUIREMENT
AR-03 – [NOT USED]**

SEE [EXHIBIT B1](#)

([RFP E22-03](#) ATTACHMENT B-1)

COST PROPOSAL FORM

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ADMINISTRATIVE REQUIREMENT AR-04 – SUBCONTRACTOR DESIGNATION FORM

[Public Contract Code Section 4104]

List Lead Architectural Firm, Lead Civil Engineering Firm, and identified subcontractor(s) providing supervisory labor during construction.

This form shall be revised following contract award to list all design subcontractors that will perform work or labor or render service to the proposer in or about the design or support of preconstruction services of the Project, in an amount in excess of 0.5% of the proposer's total proposed design and preconstruction services costs.

This form shall be revised with the GMP (or component GMP) proposal(s) to list all subcontractors that will perform work or labor or render service to the proposer in or about the design or construction of the Project, in an amount in excess of 0.5% of the proposer's total proposal.

If all subcontractors do not fit on this page, attach another page listing all information for all other subcontractors.

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G
Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Registration Number	Address (City and Street)	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) ¹	Certified DBE? (yes or no)
Corgan Associates, Inc.	N/A	PW- LR-1000574594	401 North Houston St. Dallas, TX 75202	Lead Architect		No
Burns & McDonnell	#755238 Classifications: • B - General Building • A - General Engineering • C12 - Earthwork & Paving • HAZ - Hazardous Substances Removal	1000017142	9400 Ward Pkwy. Kansas City, MO 64114	Lead Civil Engineer		No
CannonDesign	#774456 Classifications: • B - General Building	1000018436	2875 Michelle Dr. Irvine, CA 92606	Design Consultant		No
PDA Consulting Group	N/A	PW- LR-1000839092	8901 S. La Cienega Blvd. #201 Inglewood, CA 90301	Minority Outreach & Procurement Consultant		Yes

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¹ The percentage of the total bid shall represent the “portion of the work” for the purposes of Public Contract Code Section 4104(b).

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**ADMINISTRATIVE REQUIREMENT
AR – 05 – DBE PARTICIPATION FORM**

1. Name of DBE firm PDA Consulting Group
2. Address of firm 8901 S. La Cienega Blvd. #201, Inglewood, CA 90301
3. Phone number of firm 310.910.0940
4. E-mail Address of firm pamela.penn@pdaconsultinggroup.com
5. Contact person Pamela Penn
6. Nature of Business Community Engagement Consulting Firm
7. Services to be Provided Minority Outreach & Procurement Consultant
8. NAICS Code: 541611; 541820; 541910
9. Dollar Amount of Participation: \$2,280,045 (est.)
10. Dollar amount counted towards DBE participation under 26.53: \$2,280,045 (est.)
11. Percentage DBE participation: (\$ amount from number 10/total bid amount) 3.3% (est.)
12. Certified DBE (certified by the CUCP) in the trade listed in number 6 Yes (✓) No ()

By signing below you are providing confirmation that you have entered into a commitment with the successful proposer to provide the services listed above.

Name of DBE firm authorized representative (Print): Pamela Penn
Title: President
Signature: *Pamela Penn*
Date: October 11, 2022

By signing below you are providing confirmation that you have entered into a commitment with the DBE firm to provide the services listed above.

Proposer: Holder, Pankow, TEC - a Joint Venture
Name of authorized representative of Bidder (Print): Doug Clough
Title: Senior Vice President
Signature: *Doug Clough*
Date: October 11, 2022

BIDDER'S LIST COLLECTION FORM

Prime Contractor Firm Name	Contact Name	Firm Address/Phone #	DBE or Non-DBE Status (Verified via State's UCP Directory)	Age of Firm	Annual Gross Receipts						
Holder, Pankow, TEC - a Joint Venture	Doug Clough	3300 Riverwood Pkwy. Suite 1200 Atlanta, Ga 30339	Non-DBE	<input checked="" type="checkbox"/> Less than 1 year	Less than \$500K						
				<input type="checkbox"/> 1- 3 years	\$500k - \$1 Million						
				<input type="checkbox"/> 4-7 years	\$1-2 Million						
				<input type="checkbox"/> 8-10 years	\$2-5 Million						
				<input type="checkbox"/> More than 10 years	Greater than \$5 Million						
Subcontractor Firm Name	Contact Name	Firm Address/Phone #	DBE or Non-DBE Status (Verified via State's UCP Directory)	Age of Firm	Annual Gross Receipts						
						Corgan Associates, Inc.	Brent Kelley	401 N. Houston St. Dallas, TX 75202	Non-DBE	<input type="checkbox"/> Less than 1 year	Less than \$500K
										<input type="checkbox"/> 1- 3 years	\$500k - \$1 Million
										<input type="checkbox"/> 4-7 years	\$1-2 Million
										<input type="checkbox"/> 8-10 years	\$2-5 Million
<input checked="" type="checkbox"/> More than 10 years	<input checked="" type="checkbox"/> Greater than \$5 Million										
Burns & McDonnell	Peter Aarons	617 West Seventh St. Los Angeles, CA 90017	Non-DBE	<input type="checkbox"/> Less than 1 year	Less than \$500K						
				<input type="checkbox"/> 1- 3 years	\$500k - \$1 Million						
				<input type="checkbox"/> 4-7 years	\$1-2 Million						
				<input type="checkbox"/> 8-10 years	\$2-5 Million						
				<input checked="" type="checkbox"/> More than 10 years	<input checked="" type="checkbox"/> Greater than \$5 Million						
CannonDesign	Praful Kulkarni	2875 Michelle Dr. Irvine, CA 92606	Non-DBE	<input type="checkbox"/> Less than 1 year	Less than \$500K						
				<input type="checkbox"/> 1- 3 years	\$500k - \$1 Million						
				<input type="checkbox"/> 4-7 years	\$1-2 Million						
				<input type="checkbox"/> 8-10 years	\$2-5 Million						
				<input checked="" type="checkbox"/> More than 10 years	<input checked="" type="checkbox"/> Greater than \$5 Million						
PDA Consulting Group	Pamela Penn	8901 S. La Cienega Blvd. #201 Inglewood, CA 90301	DBE	<input type="checkbox"/> Less than 1 year	Less than \$500K						
				<input type="checkbox"/> 1- 3 years	\$500k - \$1 Million						
				<input checked="" type="checkbox"/> 4-7 years	\$1-2 Million						
				<input type="checkbox"/> 8-10 years	\$2-5 Million						
				<input checked="" type="checkbox"/> More than 10 years	Greater than \$5 Million						
				<input type="checkbox"/> Less than 1 year	Less than \$500K						
				<input type="checkbox"/> 1- 3 years	\$500k - \$1 Million						
				<input type="checkbox"/> 4-7 years	\$1-2 Million						
				<input type="checkbox"/> 8-10 years	\$2-5 Million						
				<input type="checkbox"/> More than 10 years	Greater than \$5 Million						

END OF THIS AR



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net



CALIFORNIA UNIFIED CERTIFICATION PROGRAM

February 4, 2020

CUCP# 33548
Metro File #4967

Ms. Pamela Penn
P D A Consulting Group, Inc.
6251 TUNNEY AVE
Tarzana, CA 91335

Subject: Disadvantaged Business Enterprise Certification

Dear Ms. Pamela Penn:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS codes form of the application package:

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS 541820: PUBLIC RELATIONS AGENCIES

NAICS 541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing DBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Principal Certification Officer
Diversity & Economic Opportunity Department

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**ADMINISTRATIVE REQUIREMENT
AR-06 – PROPOSAL BOND**Bond No. BB0001**PROPOSAL BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Burbank-Glendale-Pasadena Airport Authority ("Authority"), has issued an invitation for proposals for the Work described as follows: Progressive Design-Build Services Replacement Passenger Terminal Project Number 22-03

WHEREAS Holder, Pankow, TEC – a Joint Venture, 3300 Riverwood Parkway, Suite 1200, Atlanta, GA 30339
(Name and address of Proposer)

("Principal"), desires to submit a proposal to Authority for the Work.

WHEREAS, proposers are required to furnish a form of proposer's security with their proposals.

NOW, THEREFORE, we, the undersigned Principal, and Fidelity and Deposit Company of Maryland/
Zurich American Insurance Company, 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056;
Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183
(Name and address of Surety)

("Surety"), a duly admitted surety under the laws of the State of California, as Surety, are held and firmly bound unto the Authority in the penal sum of Forty-five Million and Zero Dollars (\$45,000,000.00), being not less than twenty-five percent (25%) of the proposal price for the sum of Items 002 through 006 in Attachment B-1 Cost Proposal Form, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the contract for the Work by the Authority and, within the time and in the manner required by the proposing specifications, enters into the written form of contract included with the proposing specifications, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the Authority in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 6, 2022

"Principal"

Holder, Pankow, TEC – a Joint Venture

By: Shawn Beli
Its: CFO

By: _____
Its: _____

"Surety" Fidelity and Deposit Company of Maryland/
Zurich American Insurance Company
Travelers Casualty and Surety Company of America

By: Annette Wisong
Its: Annette Wisong, Attorney in Fact

By: _____
Its: _____

Note: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

END OF THIS AR

RFP E22-03 Progressive Design-Build Services

2689632.2

AR-06 Proposal Bond – [Addendum No. 5](#)
Page | 2 of 2

Principal Acknowledgement

State of Georgia

County of Cobb

On October 10, 2022, before me,

personally appeared,

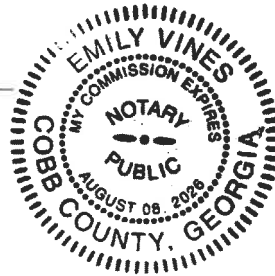
Shawn Belin

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Emily Vines

My Commission Expires: 8/8/2026



Surety Acknowledgement

State of **Georgia**

County of **Fulton**

On October 6, 2022, before me,

Kathryn Kleinschmidt

personally appeared,

Annette Wisong, Attorney in Fact,

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Kathryn Kleinschmidt

My Commission Expires: January 18, 2025




**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Joseph W. HAMILTON, III, Kathryn KLEINSCHMIDT, Joseph R. WILLIAMS, Annette WISONG and Sarah HANCOCK, of Atlanta, Georgia,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of August, A.D. 2022.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President




By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of August, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6 day of October, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANNETTE WISONG** of **ATLANTA**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

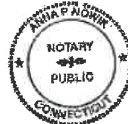
Robert L. Raney

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6** day of **October**, 2022.



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**USI Insurance
Services, Inc.**
1 Concourse Parkway, NE
Suite 700
Atlanta, GA 30328

October 6, 2022

Mr. Frank R. Miller, Executive Director
Burbank-Glendale-Pasadena Airport Authority
Ref: E22-03 Progressive Design-Build Services Elevate BUR
2627 N. Hollywood Way
Burbank, California 91505

Re: RFQ Progressive Design-Build Services Replacement Passenger Terminal Project
Hollywood Burbank Airport Project Number #22-03 Holder, Pankow, TEC--a Joint Venture

Dear Mr. Miller:

We understand that a joint venture between Holder Construction Group, LLC, Pankow Construction, Inc. and TEC Management Consultants, Inc. in the name of Holder, Pankow, TEC--a Joint Venture will be submitting a proposal on the captioned project. Holder Construction Group, LLC is currently bonded by Fidelity and Deposit Company of Maryland/Zurich American Insurance Company and Pankow Construction, Inc. is currently bonded by Travelers Casualty and Surety Company of America. The A.M. Best Ratings of each of these participating sureties is A+ XV and A++ XV, respectively. Each participating surety is authorized to issue bonds in California.

Please be advised that the Holder, Pankow, TEC--a Joint Venture is capable of providing single project bonds of \$1,300,000,000.00. Furthermore, the undersigned sureties have reviewed the financial capacity of the proponents, and confirm that the Holder, Pankow, TEC--a Joint Venture is more than capable of obtaining the required Performance and Payment bonds in connection with this project.

As customary, any actual approval of Performance and Payment Bonds for the above referenced project would be subject to review and approval of the final contract terms and conditions and the application of such other underwriting criteria as may be pertinent at the time bonds are requested from us by our client.

If we can provide any further assurance or assistance, please do not hesitate to call upon us.

Sincerely,

Fidelity and Deposit Company of Maryland/Zurich American Insurance Company, A.M. Best Rating A+ Class XV
Travelers Casualty and Surety Company of America, A.M. Best Rating A++ Class XV

By:


Annette Wisong, Attorney in Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Joseph W. HAMILTON, III, Kathryn KLEINSCHMIDT, Joseph R. WILLIAMS, Annette WISONG and Sarah HANCOCK**, of Atlanta, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

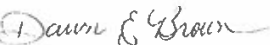
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of August, A.D. 2022.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President



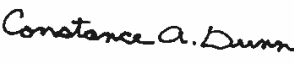

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of August, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6 day of October, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANNETTE WISONG** of **ATLANTA** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6** day of **October**, 2022.



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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**ADMINISTRATIVE REQUIREMENT
AR-07 – NONCOLLUSION DECLARATION FORM****[Public Contract Code Section 7106]**

The undersigned declares:

I am the Authorized Representative of Holder, Pankow, TEC - a Joint Venture, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/11/22 [date], at Atlanta [city], Georgia [state].

Signature: 

Printed Name: Doug Clough

Date: October 11, 2022

END OF THIS AR

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ADMINISTRATIVE REQUIREMENT
AR-08 – CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted prior to award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of Equal Employment Opportunity clause. Design-Builders receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Opportunity Clause.

The federally-assisted design-builder certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted design-builder certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted design-builder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted design-builder agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Certification - The information above is true and complete to the best of my knowledge and belief.

Doug Clough, Senior Vice President
Name and Title of Signer (Please type or print)

 October 11, 2022
Signature Date

Company Name Holder, Pankow, TEC - a Joint Venture

Business Address 3300 Riverwood Pkwy, Suite 1200, Atlanta, GA 30339

Telephone Number 972.870.4275

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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ADMINISTRATIVE REQUIREMENT
AR-09 – PROPOSER’S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE

The proposer shall complete the following statement by checking the appropriate boxes.

The proposer has ☒ has not ☐ participated in a previous contract subject to the Equal Employment Opportunity clause prescribed by Executive Order 10925, as amended, of September 24, 1965.

The proposer has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements.

If the proposer has participated in a previous contract subject to the Equal Employment Opportunity clause and has not submitted compliance reports due under applicable filing requirements, the proposer shall submit a compliance report on Standard Form 100 (“Employee Information Report EEO-1”) prior to the award of the contract.

NOTE: FAILURE TO COMPLETE THE BLANKS MAY BE GROUNDS FOR REJECTING THE PROPOSAL.

Doug Clough, Senior Vice President
Name and Title of Signer (Please type or print)

 October 11, 2022
Signature Date

Company Name Holder, Pankow, TEC - a Joint Venture

Business Address 3300 Riverwood Pkwy, Suite 1200, Atlanta, GA 30339

Telephone Number 972.870.4275

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ADMINISTRATIVE REQUIREMENT
AR-10 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CERTIFICATION OF PROPOSER REGARDING DEBARMENT


By submitting a proposal under this solicitation, the proposer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER SUBCONTRACTORS REGARDING DEBARMENT

The successful proposer, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful proposer will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Proposer or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.



SIGNATURE

Holder, Pankow, TEC - a Joint Venture
NAME OF PROPOSER (Please type or print)

October 11, 2022

DATE

Doug Clough, Senior Vice President
NAME AND TITLE OF SIGNING OFFICER
(Please type or print)

BUSINESS ADDRESS 3300 Riverwood Pkwy, Suite 1200

Atlanta, GA 30339

TELEPHONE NUMBER 972.870.4275

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**ADMINISTRATIVE REQUIREMENT
AR-11 – TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Proposer certifies that with respect to this solicitation and any resultant contract, the Proposer -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Proposer/Design-Builder must provide immediate written notice to the Authority if the Proposer/Design-Builder learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Design-Builder must require subcontractors provide immediate written notice to the Design-Builder if at any time it learns that its certification was erroneous by reason of changed circumstances.


Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Proposer or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Design-Builder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Proposer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Design-Builder may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Proposer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Design-Builder or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.


SIGNATURE

Holder, Pankow, TEC - a Joint Venture
NAME OF PROPOSER (Please type or print)

October 11, 2022
DATE

Doug Clough, Senior Vice President
NAME AND TITLE OF SIGNING OFFICER
(Please type or print)

BUSINESS ADDRESS 3300 Riverwood Pkwy, Suite 1200

Atlanta, GA 30339

TELEPHONE NUMBER 972.870.4275


END OF THIS AR

**ADMINISTRATIVE REQUIREMENT
AR-12 – CERTIFICATION REGARDING LOBBYING**

The proposer certifies by signing and submitting this proposal, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


SIGNATURE

Holder, Pankow, TEC - a Joint Venture
NAME OF PROPOSER (Please type or print)

October 11, 2022
DATE

Doug Clough, Senior Vice President
NAME AND TITLE OF SIGNING OFFICER
(Please type or print)

BUSINESS ADDRESS 3300 Riverwood Pkwy, Suite 1200
Atlanta, GA 30339

TELEPHONE NUMBER 972.870.4275

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ADMINISTRATIVE REQUIREMENT
AR-13 – CERTIFICATION OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of proposal responsiveness, the proposer must complete, sign, date, and submit this certification statement with its proposal. The proposer must indicate how it intends to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Proposer must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Proposer hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the proposer agrees:

- To provide to the Authority evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing US domestic product
 - To furnish US domestic product for any waiver request that the FAA rejects
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The proposer hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent proposer with the apparent low proposal agrees:
- To the submit to the Authority within 15 calendar days of the proposal opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:


- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

October 11, 2022
Date
Holder, Pankow, TEC - a Joint Venture
Company Name


Signature
Senior Vice President
Title

END OF THIS AR

**ADMINISTRATIVE REQUIREMENT
AR-14 – CERTIFICATION OF PROPOSER REGARDING
TAX DELINQUENCY AND FELONY CONVICTIONS**

The Proposer must complete the following two certification statements. The Proposer must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Proposer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The Proposer represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The Proposer represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Proposer responds in the affirmative to either of the above representations, the Proposer is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Proposer therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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**ADMINISTRATIVE REQUIREMENT
AR-15 – ADDENDA ACKNOWLEDGMENT FORM**Proposer's Name: Holder, Pankow, TEC - a Joint Venture

The proposer shall signify receipt of all addenda here, if any:


Addendum Number	Date Received	Signature
Addendum No. 1	August 18, 2022	
Addendum No. 2	September 2, 2022	
Addendum No. 3	September 12, 2022	
Addendum No. 4	September 20, 2022	
Addendum No. 5	September 23, 2022	

If there are more addenda than there is room in the chart above, attach another page acknowledging receipt of the addenda.

END OF THIS AR

END OF ADDENDUM NO. 1

Acknowledgement is hereby made of receipt and incorporation of Addendum 1 into the referenced RFP and related proposal submission.


Signature:  Date: August 18, 2022
Authorized Representative

Name/Title: Doug Clough, Senior Vice President

Firm Name: Holder, Pankow, TEC - a Joint Venture

END OF ADDENDUM NO. 2

Acknowledgement is hereby made of receipt and incorporation of Addendum 2 into the referenced RFP and related proposal submission.

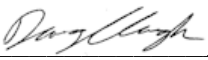
Signature:  Date: September 2, 2022
Authorized Representative

Name/Title: Doug Clough, Senior Vice President

Firm Name: Holder, Pankow, TEC - a Joint Venture

END OF ADDENDUM NO. 3

Acknowledgement is hereby made of receipt and incorporation of Addendum 3 into the referenced RFP and related proposal submission.

Signature:  Date: September 12, 2022
Authorized Representative


Name/Title: Doug Clough, Senior Vice President

Firm Name: Holder, Pankow, TEC - a Joint Venture

2716413.2

END OF ADDENDUM NO. 4

Acknowledgement is hereby made of receipt and incorporation of Addendum 4 into the referenced RFP and related proposal submission.


Signature:  Date: September 20, 2022
Authorized Representative

Name/Title: Doug Clough, Senior Vice President

Firm Name: Holder, Pankow, TEC - a Joint Venture

END OF ADDENDUM NO. 5

Acknowledgement is hereby made of receipt and incorporation of Addendum 5 into the referenced RFP and related proposal submission.

Signature:  Date: September 23, 2022
Authorized Representative

Name/Title: Doug Clough, Senior Vice President

Firm Name: Holder, Pankow, TEC - a Joint Venture

ADMINISTRATIVE REQUIREMENT

AR-16 – PROTEST PROCEDURE (RFP CONTENT / CONTRACT AWARD RECOMMENDATION)

I. Purpose

This procedure specifies the process to be utilized by the Burbank-Glendale-Pasadena Airport Authority (“Authority”) in resolving protests regarding the content of this RFP or the Evaluation Panel’s contract award recommendation for the Design-Build Agreement for the Replacement Passenger Terminal Project.

II. Protests of RFP Content

Any prospective Proposer that seeks to challenge the content of this RFP shall file a written protest before 5:00 p.m. on **September 6, 2022**. The protest shall identify the contested provision(s) and shall contain a complete statement of the objection(s) being asserted.

III. Protests of Contract Award Recommendation

- A. Prior to the submission of the Evaluation Panel’s contract award recommendation to the Authority Commission’s Executive Committee, a notice of the recommendation shall be posted through the PlanetBids portal. Any Proposer that seeks to challenge the recommendation shall: (i) file a notice of intent to protest before 5:00 p.m. on the **3rd** day after such posting; and (ii) file the protest before 5:00 p.m. on the **2nd** day after the filing of the notice of intent to protest. The protest shall identify the RFP provision(s) alleged to have been violated and shall contain a complete statement of the objection(s) being asserted.
- B. A protest filed by a Proposer that submitted a nonresponsive proposal, or filed by a Proposer that does not have a substantial and reasonable prospect of receiving the contract award if the protest is sustained, shall not be considered. A protest based on grounds other than alleged noncompliance with this RFP shall not be considered.

IV. Filings

Filings made pursuant to this procedure shall be submitted via e-mail to Procurement Manager Lanna Aguilera at LAguilera@bur.org.

V. Protest Review

- A. Upon filing of a timely protest, the protestor will be notified of any additional information that is requested due to the allegations set forth in the protest and the deadline for submittal of such information.
- B. If deemed necessary or appropriate, notice of a protest may be provided to other Proposers, such Proposers may be allowed to submit comments relative to the merits of the protest, and an informal conference on the protest may be scheduled.
- C. The hearing officer shall issue a written determination sustaining or rejecting the protest. Such determination shall be made on the basis of the information provided by the protestor and other parties, the results of any informal conferences, and the hearing officer’s own investigation and analysis.

VI. Appeals

A protestor may seek Federal Aviation Administration administrative review of the hearing officer's rejection of a protest in accordance with the provisions of 2 CFR Section 200.318(k) and may seek judicial review as permitted by law.

VII. Effect of Protest on Procurement Action

Notwithstanding the pendency of a protest, the Authority reserves the right to proceed with any appropriate action in the procurement process including award of contract.

END OF THIS AR

**ADMINISTRATIVE REQUIREMENT
AR-17 – PROPOSAL SUBMISSION CHECKLIST**

TO BE SUBMITTED BY PROPOSER:

- ☒ Executed Proposal Cover Form ([RFP E22-03 Acknowledgement Page](#))
- ☒ Proposal Sheets
- ☒ Subcontractor Designation Form
- ☒ DBE Participation Form (if applicable; one per DBE firm)
- ☐ N/A Evidence/documentation of good faith efforts to meet the DBE Goal if the goal is not met
- ☒ Proposer's List
- ☒ Proposal Bond
- ☒ Non-Collusion Declaration Form
- ☒ Certification of Non-Segregated Facilities
- ☒ Proposer's Statement on Previous Contracts Subject to EEO Clause
- ☒ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☒ Trade Restriction Certification
- ☒ Certification Regarding Lobbying
- ☒ Certificate of Buy American Compliance For Manufactured Products
- ☒ Certificate Regarding Tax Delinquency and Felony Convictions
- ☒ Addenda Acknowledgement Form

END OF THIS AR

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**ADMINISTRATIVE REQUIREMENT
AR-18 – [NOT USED]**

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**ADMINISTRATIVE REQUIREMENT
AR-19 – PAYMENT BOND (LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Burbank-Glendale-Pasadena Airport Authority ("Authority") has awarded to _____

(Name and address of Design-Builder) ("Principal")

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, under the terms of the Contract, Principal is required before entering upon the performance of the Work, to file a good and sufficient payment bond with Authority to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Authority and all design-builders, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Authority in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against Principal, any of its subcontractors, or both Principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against Principal, any of its subcontractors, or both Principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

END OF THIS AR

**ADMINISTRATIVE REQUIREMENT
AR-20 – PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Burbank-Glendale-Pasadena Airport Authority (“Authority”), has awarded to _____

(Name and address of Design-Builder) (“Principal”)

a contract (the “Contract”) for the Work described as follows:

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Authority in the penal sum of _____ Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Authority, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Authority in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. ~~Surety hereby waives any~~ The statute of limitations ~~as it applies to~~for an action on this bond shall be as set forth in Code of Civil Procedure Section 337.15.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. Authority is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

END OF THIS AR

**ADMINISTRATIVE REQUIREMENT
AR-21 – INSURANCE**

Design-Builder shall procure at Design-Builder's sole expense, and keep in effect at all times during the term of the contract, from insurance companies admitted to write insurance in California or from authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company, the insurance coverage types and amounts listed below. Design-Builder shall deliver to the Authority certificates of insurance, required endorsements, and the attached forms prior to performance of the Work.

The insurance coverage types and amounts listed below are typical for construction activities at the Airport. All insurance coverage types and amounts shall be evaluated prior to subsequent contract amendments. At the sole discretion of the Authority, the insurance coverage types and amounts will be established on a per Phase basis.

1 INSURANCE COVERAGE TYPES AND LIMITS

COVERAGE TYPE	POLICY LIMITS
Worker's Compensation	Statutory
AOA Automobile Liability covering Any Auto (Symbol 1)	\$10 Million Combined Single Limit ("CSL")
Non-AOA Automobile Liability covering Any Auto	\$1 Million Combined Single Limit ("CSL")
Aviation/Airport Liability	\$10 Million per occurrence
Commercial General Liability	\$10 Million per occurrence
Professional Liability	\$10 Million per claim
Employer's Liability	\$1 Million per accident or occupational illness
Builder's Risk	As required per Phase or component GMP package

1.1 Commercial General Liability shall include the following coverages:

- a. Premises and Operations
- b. Contractual Liability (Blanket/Schedule)
- c. Independent Contractors
- d. Personal Injury
- e. Products/Completed Operations)
- f. Explosion, Collapse & Underground
- g. Broad Form Property Damage

- 1.2 The specified insurance (except for Workers' Compensation, Employers' Liability and Professional Liability) shall also, either by provisions in the policies, by Authority's own endorsement form or by other endorsement attached to such policies, include and insure the Burbank-Glendale-Pasadena Airport Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale, and Pasadena, and the respective officers, employees, agents, and volunteers of each such entity ("Indemnitees") as insureds or additional insureds with respect to Design-Builder's acts or omissions arising out of the performance of the Contract, Design-Builder's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Design-Builder at the Airport.
- 1.3 Waiver of Subrogation. For commercial general liability insurance, workers' compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against the Authority for Losses arising from activities and operations of Design-Builder insured in the performance of work under the Contract.
- 1.4 Subcontractors. Design-Builder shall include all of its subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by the Authority and approved as to sufficiency by the Authority.
- 1.5 Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Professional Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this 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." Additionally, Design-Builder's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the Authority assumed by the Design-Builder under the Contract.
- 1.6 All such insurance shall be primary and noncontributing with any other insurance or self-insurance held or maintained by the Indemnitees where liability arises out of, or results from, the acts or omissions of Design-Builder, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Design-Builder.
- 1.7 Such policies may provide for reasonable deductibles and/or retentions acceptable to the Authority, based upon the nature of Design-Builder's operations and the type of insurance involved.
- 1.8 The Authority shall have no liability for any premiums charged for such coverage(s). The inclusion of the Indemnitees as additional insureds is not intended to and shall not make them, or any of them, a partner or joint venturer of Design-Builder in its operations at the Airport.

- 1.9 In the event Design-Builder fails to furnish the Authority evidence of insurance, or to maintain the insurance as required under this AR-21, the Authority, upon 10 days prior written notice to Design-Builder of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Design-Builder, and Design-Builder agrees to promptly reimburse the Authority for the cost thereof, plus 15% for administrative overhead.
- 1.10 At least 30 days prior to the expiration date of any of the above policies, Design-Builder shall submit documentation showing that the insurance coverage has been renewed or extended. If any such coverage is cancelled or reduced, Design-Builder shall, within 10 days of such cancellation or reduction of coverage, submit evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.
- 1.11 Design-Builder shall provide proof of all specified insurance and related requirements to the Authority either by production of actual insurance policies, by broker's letter acceptable to the Authority in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Authority. Design-Builder shall submit documents evidencing all specified coverages to the Authority prior to performing the Work. Such documents shall contain the applicable policy numbers, inclusive dates of policy coverages, the insurance carrier's name, and they shall bear an original or electronic signature of an authorized representative of said carriers. Such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carriers and Design-Builder provide written notice (by Certified Mail) to the Authority at least 30 days prior to the effective date thereof.
- 1.12 The Authority and Design-Builder agree that the insurance policy limits specified in this AR-21 shall be reviewed for adequacy annually throughout the term of the contract by the Authority, who may thereafter require Design-Builder to adjust the amount of insurance coverages to amounts the Authority deem to be adequate. The Authority reserves the right to have Design-Builder submit all pertinent information about the agents and carriers providing such insurance.

By submitting a signature below, Proposer agrees that insurance requirements can be provided as requested.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

END OF THIS AR

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): 404 497-7500 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER C : ACE Property and Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Berkshire Hathaway Specialty Insurance Company	22276	INSURER C : ACE Property and Casualty Insurance Company	20699	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Holder, Pankow, TEC, A Joint Venture 3300 Riverwood Parkway Suite 1200 Atlanta, GA 30339															

COVERAGES

CERTIFICATE NUMBER: QP3UM45C

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO297891422	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			BAP297891122	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			47-UMO-310594-03 LEAD \$10 MM XCQ G71507002 004 \$15MM xs \$10MM	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC386567120	03/31/2022	03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Hollywood-Burbank RFP

Referencing Aviation/Airport liability, please note General Liability nor Excess Liability policies contain exclusions or limitations with respect to aircraft or airport construction operations or completed operations. The Certificate Holder and TBI Airport Management, Inc., the Cities of Burbank, Glendale, and Pasadena, California, and the respective officers, employees, agents, and volunteers of each such entity ("Indemnitees") are included as insureds or Additional Insured on the General Liability as respects insured's ongoing & completed operations, on the Automobile Liability and on the Umbrella/Excess Liability as required by written contract. Waiver of Subrogation is in favor of the Additional Insured for the General Liability, Auto, Excess Liability and Workers' Compensation policies referenced herein as required by written contract. Where Additional Insured status is given, the General Liability, Auto and Umbrella/Excess coverage provided said Additional Insured is primary and non-contributory over any other in force and collectible (continued next page)

CERTIFICATE HOLDER

Burbank-Glendale-Pasadena Airport Authority Attn: Procurement Department 2627 N. Hollywood Way Burbank, CA 91505	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"> BUR RPT Conformed Design-Build Agreement </p>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

PRODUCER McGriff Insurance Services, Inc.		INSURED Holder, Pankow, TEC, A Joint Venture	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 10/06/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

(continued from previous page)

coverage as required by written contract. In the event of cancellation by the insurance companies the General Liability, Automobile, Workers Compensation and Umbrella policies have been endorsed to provide at least 30 days Notice of Cancellation (except for 10 days non-payment) to the certificate holder and/or Additional Insured. Workers Compensation coverage applies to Holder Construction Group, LLC. only at this time.

Please Note:

HPT will procure a project specific policy in the future and this COI will be replaced once the new policy is bound and before construction begins.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

PRODUCER McGriff Insurance Services, Inc.		INSURED Holder, Pankow, TEC, A Joint Venture
POLICY NUMBER		
CARRIER	NAIC CODE	ISSUE DATE: 10/06/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

COVERAGE: Professional Liability	COMPANY: Indian Harbor Insurance Company
EFFECTIVE DATE: 03/31/2022	EXPIRATION DATE: 03/31/2023
LIMIT: \$ 10,000,000 Each Claim Limit of Liability \$ 10,000,000 Aggregate Limit \$ 500,000 Self-Insured Retention	POLICY NUMBER: CEO7420586-07

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 2978914-22

Effective Date: 03/31/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 2978911-22	03/31/2022	03/31/2023		28020000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an “advertisement”.
- 2. “Auto” means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.
- 3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.
- 4. “Coverage territory” means:
 - a. The United States of America, including its territories and possessions, Puerto Rico and Canada; and
 - b. If provided by “scheduled underlying insurance”, anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim shall be null and void.
- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. “Hostile fire” means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- 7. “Impaired property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:
 - a. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of “your product” or “your work” or your fulfilling the terms of the contract or agreement.
- 8. “Insured” means:
 - a. The “named insured”;
 - b. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are “insureds”, but only with respect to the conduct of a business of which you are the sole owner;
 - (2) A partnership or joint venture, you are an “insured”. Your members, your partners, and their spouses are also “insureds”, but only with respect to the conduct of your business;
 - (3) A limited liability company, you are an “insured”. Your members are also “insureds”, but only with respect to the conduct of your business. Your managers are “insureds”, but only with respect to their duties as your managers;

- (4) An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your executive officers and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders;
- (5) A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees;
- c. Your "employees" other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
- d. Your "volunteer workers" only while performing duties related to the conduct of your business;
- e. Any person (other than your "employee" or "volunteer worker") or organization while acting as your real estate manager;
- f. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
- g. Any person or organization, other than the "named insured", included as an additional insured under "scheduled underlying insurance", but not for broader coverage than would be afforded by such "scheduled underlying insurance".

Notwithstanding any of the above:

- (1) No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not designated as a "named insured" in Item 1. of the Declarations; and
- (2) No person or organization is an "insured" under this policy who is not an "insured" under applicable "scheduled underlying insurance". This provision shall not apply to any organization set forth in the definition of "named insured" in subparagraphs **13.b.** or **13.c.**

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**ADMINISTRATIVE REQUIREMENT
AR-22 – WORKERS' COMPENSATION CERTIFICATE OF INSURANCE**

WHEREAS, the Burbank-Glendale-Pasadena Airport Authority has required certain insurance to be provided by:
HOLDER, PANKOW, TEC - a Joint Venture

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

Burbank-Glendale-Pasadena Airport Authority
Attn: Procurement Department
2627 N. Hollywood Way
Burbank, California 91505

The insureds under such policy or policies are:

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

	<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Holder	WC386567120	03/31/22	03/31/23
TEC	92730102022	03/25/22	03/25/23
Pankow	WCA000026222	06/01/22	06/01/23

By: 

Its Authorized Representative

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**ADMINISTRATIVE REQUIREMENT
AR-23 – CONTRACT EXECUTION CHECKLIST**

TO BE SUBMITTED BY SUCCESSFUL PROPOSER:

- _____ Two (2) executed wet signature copies of the Design-Build Agreement
- _____ Evidence satisfactory to the Authority indicating the capacity of the person(s) signing the Agreement to bind the Design-Builder
- _____ Performance Bond in amount of the Design-Build Agreement
- _____ Workers' Compensation Certificate
- _____ Liability insurance certificate in the amounts specified in AR-21, naming the Authority, et al as additional insureds
- _____ Automobile insurance certificate in the amount of \$10,000,000, naming the Authority, et al as additional insureds
- _____ Additional insured endorsement – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability

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EXHIBIT B1
Cost Proposal Form

(attached)

EXHIBIT B1

(RFP E22-03 ATTACHMENT B)

PROPOSAL FORMS

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PROPOSAL FORMS
TABLE OF CONTENTS

Section No.	Section Title
B-1	COST PROPOSAL FORM
B-2	RESOURCE-LOADED STAFFING PLAN

END OF PROPOSAL FORMS TABLE OF CONTENTS

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EXHIBIT B1
Cost Proposal Form

(attached)

ATTACHMENT B-1**COST PROPOSAL FORM**

Please read this form carefully. Submission of an incomplete Proposal may cause BGPAA to deem the Proposal non-responsive and reject the Proposal.

Design-Builder shall submit the Proposal in writing on this form. BGPAA may deem any proposal submitted without the completed Cost Proposal Form to be non-responsive. Design-Builder shall state all information on the Cost Proposal Form clearly and legibly, in the manner indicated. Any errors may, at the sole discretion of BGPAA, constitute grounds for BGPAA's rejection of the Proposal.

Design-Builder shall complete all items of the Cost Proposal Form. Failure to complete all items of the Proposal may render the Proposal non-responsive. Design-Builder shall authenticate erasures, interlineations, or other corrections by affixing in the immediately adjacent margin the initials of the person signing the Proposal.

Design-Builder shall provide a proposed Fee inclusive of all overhead and profit. Design-Builder's Fee shall be applied to the Cost of Work, Preconstruction Services, and General Conditions. Design-Builder's Fee shall not be applied to Phase 1 Design Services nor Phase 2 Design Services.

Design-Builder shall provide lump sum and unit-price items as indicated on the Cost Proposal Form. Design-Builder shall provide a Lump Sum cost for Design Services and Preconstruction Services as shown on the Cost Proposal Form. It is mandatory for the Design-Builder to provide a cost for each Item.

Design-Builder shall provide a Lump Sum cost for General Conditions. For the purpose of this Proposal, General Conditions include: all labor, materials, supplies, temporary office facilities, ~~and temporary utilities,~~ and other incidentals and miscellaneous direct project costs required to manage and oversee the work, ~~Project Requirements, Field Services, and other incidental and miscellaneous direct project costs not included in the Cost of the Work.~~

BGPAA desires to execute the Contract with an initial NTP for Phase 1 Design and Preconstruction Services. Contract amendments will establish the negotiated lump sum or a guaranteed maximum price (GMP) for each Component, in accordance with the Contract Documents.

DESIGN-BUILDER: Holder, Pankow, TEC - a Joint Venture

In accordance with the Request for Proposals (RFP) – Replacement Passenger Terminal Project for this Work in the Cities of Burbank and Los Angeles, California, we offer to furnish all labor, tools, materials, appliances, equipment, insurance, and incidentals necessary and reasonably inferable to complete the Work mentioned in the RFP, at the following prices:

PROPOSED FEES AND PERCENTAGES		
ITEM	DESCRIPTION	PROPOSED FEE
001	Design-Builder's Fee (Overhead & Profit)	03.50 %

ITEM	DESCRIPTION	DESIGN SERVICES	PRECONSTRUCTION SERVICES (Including Item 001 Fee)	CONSTRUCTION COSTS
	Cost of Work (Estimated <u>NOT</u> Including Allowances)			\$715,000,000
002	Phase 1 Design Price (Lump Sum)	\$35,090,217		
003	Phase 2 Design Price (Lump Sum)	\$29,187,200		
004	Preconstruction Price (Lump Sum)		\$12,139,969	
005	General Conditions (Lump Sum Based on Estimated Cost of Work)			\$59,957,582
006	Extended Fee (<u>Item 001</u> x (Cost of Work + Item 004 + Item 005))			\$27,548,414
007	TOTAL Project Cost (Cost of Work + Items 002 through 006)	\$878,923,382		

Reserved for future use

The Design Builder shall submit labor and overhead rates for all [preconstruction and construction](#) supervisory staff proposed for all phases of the Project using the table below. [Item 008 is not required for professional staff engaged in design activities.](#)

PROPOSED LABOR COST MULTIPLIERS						
ITEM	[A] Labor Rate	[B] Escalation to Midpoint	[C] Adjusted Rate $A \times (1 + B)$	[D] Field Office Overhead	[E] Profit	[F] Proposed Multiplier $C \times (1 + D + E)$
008	1.00	26.00 %	1.26	20.00 %	03.50 %	1.56

Please Note: Column A's rate is assumed to be already burdened.

General Pricing Clarifications


- The costs submitted on Cost Proposal Form B-1 for General Conditions (Phase 2) are based on the summary schedule we submitted in our RFP response and the anticipated scope of work and budget provided by BGPAA in the RFP documents.
- The cost included in Design-Builder's Preconstruction Price and General Conditions are:
 - Design-Builder's salaried management and field supervisory staff (as shown in Attachment B-2) and associated cost (i.e. PC, software, company auto, travel, office supplies)
 - Preconstruction outreach events (value included: \$52,500)
 - Owner Unifier Access Allowance (Phase 1: \$5,000; Phase 2: \$25,000)
 - Materials Testing / Inspections cost is not included.
- All other cost that may be required are considered to be Cost of Work.
- Design-Builder's bond and insurance rates are not included in the Preconstruction Price or General Conditions above. They can be added to each CGMP as follows:
 - Design-Builder's Professional Liability: 0.25%
 - General Liability: 0.9%
 - Performance Bond: 0.78%
- Any cost associated with the Project Management Office compound is not included and assumed to be in an owner allowance.
- We anticipate implementing a Component GMP (CGMP) contracting and bonding strategy. Each CGMP will be fully bonded consistent with the RFP requirements.
- Based on the project's size and complexity, we believe a Subcontractor Default Insurance (SDI) program and/or a Contractor Controlled Insurance Program (CCIP) may be advantageous to BGPAA from an insurance coverage and cost benefit perspective. We would like to review these options with the BPGAA during Phase 1 of the project and CGMP development.

I, the undersigned, certify and declare that I have read all the foregoing and know its contents and that the above represents our Design-Build Price Proposal and that said Price Proposal represents the proposed Fee, Design Price, and Preconstruction Price for a completed Project at the estimated Cost of Work listed above and as defined and outlined in the RFP and Contract Documents. This Price Proposal is valid for a period of 120 calendar days from the Submittal Date of this Proposal.


I declare, under the laws of the State of California governing penalties for perjury, that the foregoing is correct.


DESIGN-BUILDER / PROPOSER:

PROPOSER'S BUSINESS ADDRESS:

By: 
Signature3300 Riverwood Pkwy, Suite 1200Doug Clough
Print NameAtlanta, GA 30339Title: Senior Vice President972.870.4275Date: December 9, 2022



END OF COST PROPOSAL FORM



 **RFP Question 2:** Provide a management and staffing plan in a table format that lists all the project tasks and proposed team member names to each project task and their level of responsibility for each task. (Use the form provided as Attachment B-2 – Resource Loaded Staffing Plan Template).



 **RFP Question 3:** The management and staffing plan must indicate all Key Personnel required to implement the planning/programming, concept design, design development, and construction document phases as well as Key Personnel required for the construction phase.

Management & Staffing Plan

B2-Resource Loaded Staffing Plan

<div></div>			<div>Phase 1</div> <div>Progressive Design-Build Services for: Replacement Passenger Terminal (RPT) Project</div> <div>Attachment B-2: Resource-Loaded Staffing Plan</div>																
KEY STAFF or NON-KEY STAFF POSITION	NAME OF KEY STAFF MEMBER	QUANTITY OF NON- KEY STAFF FOR POSITION	Dec ' 22 Hours	Jan '23 Hours	Feb '23 Hours	Mar '23 Hours	Apr '23 Hours	May ' 23 Hours	Jun ' 23 Hours	Jul ' 23 Hours	Aug '23 Hours	Sep ' 23 Hours	Oct ' 23 Hours	Nov ' 23 Hours	Dec ' 23 Hours	Jan ' 24 Hours	Feb ' 24 Hours	Mar ' 24 Hours	TOTAL HOURS
DESIGN PROFESSIONAL STAFF (add additional rows as needed)																			
Architecture																			
Principal/Design Lead	Brent Kelley	1		130	130	130	130	130	130	104	104	104	104	104	104	104	104	104	1,716
Project Manager	John Mares	1		130	130	130	130	130	130	130	130	130	130	130	130	130	130	130	1,950
Airport Designer	Joel Efrussy	1		104	104	104	104	104	87	87	87	87	87	87	87	52	52	52	1,285
Interior Designer	Ginger Gee DiFurio	1		52	52	52	87	87	87	87	87	87	87	87	87	87	87	87	1,200
Terminal PM	Pearl McLin	1		156	156	156	156	156	156	156	156	156	156	156	156	156	156	156	2,340
Garage PM	Kevin Handley	1		156	156	156	156	156	156	156	156	156	156	156	156	156	156	156	2,340
Ancillary PM	Chris Kadlick	1		156	156	156	156	156	156	156	156	156	156	156	156	156	156	156	2,340
Engineering PM	Mark Gajda	1		156	156	156	156	156	156	156	156	156	156	156	156	156	156	156	2,340
BIM Manager	David Hur	1		156	156	156	156	156	156	156	156	156	156	156	156	156	156	156	2,340
Architectural Designer		1		104	104	104	104	104	87	87	87	87	87	87	87	87	52	52	1,320
Project Architect		4		623	623	623	623	623	623	623	623	623	623	623	623	623	623	623	9,345
Project Int. Designer		2		311	311	311	311	311	311	311	311	311	311	311	311	311	311	311	4,665
Architect		9		1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	21,015
Specialist Arch		5		779	779	779	779	779	779	779	779	779	779	779	779	779	779	779	11,685
Specialist Int. Designer		5		779	779	779	779	779	779	779	779	779	779	779	779	779	779	779	11,685
Specifications		1							26	26	26	26	26	26	26	26	26	26	260
Admin Support		1		156	156	156	156	156	156	156	156	156	156	156	156	156	156	156	2,340
																			0
Civil Design																			
Civil Design Lead	Curt Ingraham	1		52	52	52	52	52	52	43	43	43	43	43	43	43	43	43	699
Sr. Civil Aviation Engineer		1		130	130	130	130	130	130	130	130	130	130	130	130	104	104	104	1,872
Sr. Electrical Engineer		1		69	69	69	69	69	69	87	87	87	87	87	87	43	43	43	1,065
Sr. Engineer		1		69	69	69	69	69	69	87	87	87	87	87	87	43	43	43	1,065
Aviation Engineer		1		69	69	69	69	69	69	87	87	87	87	87	87	43	43	43	1,065
Engineer		2		311	311	311	311	311	311	311	311	311	311	311	311	311	311	311	4,665
Analyst		2		173	173	311	311	311	311	311	311	311	311	311	311	311	311	311	4,389
Sr. Tech/Designer		2		173	173	311	311	311	311	311	311	311	311	311	311	311	311	311	4,389
Specifications		1		156	156	156	156	156	156	156	156	156	156	156	156	156	156	156	2,340
																			0
Engineering																			
Structural Engineering				311	311	311	796	796	796	796	796	796	796	796	796	709	709	709	10,224
MEP Engineering				138	138	138	754	865	865	865	865	934	934	900	900	830	830	830	10,786
Security/IT/Low Voltage							268	268	389	389	389	407	407	407	407	389	389	389	4,498
Lighting Design								87	87	87	87	95	95	95	95	95	87	87	997

<div><div></div><div></div></div>			<div>Phase 1</div> <div>Progressive Design-Build Services for: Replacement Passenger Terminal (RPT) Project</div> <div>Attachment B-2: Resource-Loaded Staffing Plan</div>																
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Exterior Enclosure								104	104	104	104	104	104	173	173	87	87	87	1,231
BHS Design								138	138	138	156	156	156	156	156	138	138	138	1,608
Pax Conveyance								52	52	54	52	52	52	52	35	35	35	35	506
Acoustical Design								95	95	95	95	95	95	78	61	52	52	52	865
Wayfinding Design								69	69	69	78	78	78	69	69	69	69	69	786
Landscape Design								121	121	121	121	138	138	138	138	138	138	138	1,450
Life Safety Design								173	173	173	173	173	173	173	173	78	78	78	1,618
Modeling/Simulation									190	190	190	190	190	190	190	52	52	52	1,486
Hardware															35	35	35	35	140
Commissioning Design										35	35	35	35	35	35	35	35	35	315
DESIGN SUB-TOTAL		49	0	7,000	7,000	7,276	8,680	9,630	9,933	9,989	10,014	10,126	10,126	10,135	10,136	9,422	9,379	9,379	138,225
PRE-CONSTRUCTION STAFF (add additional rows as needed)																			
LEADERSHIP																			
Project Director	Kevin Fauvell	1	20	162	139	139	139	139	139	139	139	139	139	139	139	139	139	139	2,128
Precon Executive	Mike Burnett	1	20	94	57	57	57	57	57	57	57	57	57	57	57	57	57	57	912
Sr General Superintendent	Fred Groome	1		139	139	57	139	57	57	121	139	139	139	139	139	139	139	139	1,821
Preconstruction/Design Dr.	David J Miller	1		173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	2,595
DESIGN MANAGEMENT																			
Design Integration Director	Mike Duwel	1	25	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	1,330
Design Integration Mgr	Janie Mills	1		87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	1,305
Design Integration Mgr	Elton Murakami	1		87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	1,305
PRECONSTRUCTION																			
Sr Precon Manager	Brian Nichols	1		173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	2,595
MEP Estimators		2		43	0	173	173	87			87	87		87	87	87	43	43	997
Sr. Engineer		1		173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	2,595
Engineer - PMO		1		173	87	87													347
Engineers - Terminal		6		87	87	87	173	173	346	296	296	296	1,038	1,038	1,038	1,038	1,038	1,038	8,069
Engineers - Garage		4					87	87	173	173	173	173	692	692	692	692	692	692	5,018
Engineers - Ancillary Bldgs		3					87	87					519	519	519	519	519	519	3,288
Engineers - Civil		3			346	346	346	346	346	346	346	346	173	173	173	173	173	173	3,806
Precon Admin		1							87	87	87	87	87	87	87	87	87	87	870
																			0
OPS SUPPORT																			

<div><div></div><div></div></div>			<div>Phase 1</div> <div>Progressive Design-Build Services for: Replacement Passenger Terminal (RPT) Project</div> <div>Attachment B-2: Resource-Loaded Staffing Plan</div>																
KEY STAFF or NON-KEY STAFF POSITION	NAME OF KEY STAFF MEMBER	QUANTITY OF NON- KEY STAFF FOR POSITION	Dec ' 22 Hours	Jan '23 Hours	Feb '23 Hours	Mar '23 Hours	Apr '23 Hours	May ' 23 Hours	Jun ' 23 Hours	Jul ' 23 Hours	Aug '23 Hours	Sep ' 23 Hours	Oct ' 23 Hours	Nov ' 23 Hours	Dec ' 23 Hours	Jan ' 24 Hours	Feb ' 24 Hours	Mar ' 24 Hours	TOTAL HOURS
Construction Director	Tracy Turner	1		35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	525
Sr. Manager	Erik Johnson	1		173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	2,595
Sr Superintendent	Sebastiano Cardella	1								35	35	35	35	35	35				210
Sr Manager	Christina Littleton	1	17	87	87	87	57	57	57	57	57	57	87	87	87	87	87	87	1,142
Safety Director		1		87	87	35	35	35	35	35	35	35							419
Quality Manager		1		87	87	35	35	35	35	35	35	35							419
PMO Sr. Field Coordinator		1							173	173	173								519
Scheduling		2		312	312	312	208	208	208	208	208	208	208	208	208	208	208	208	3,432
VDC/Logistics/Maps		3	17	242	242	242	242	242	252	252	252	242	242	242	242	242	242	242	3,677
Field Office Processor / Acct		1		116	116	116	116	116	116	173	173	173	173	173	173	173	173	173	2,253
OUTREACH																			
Manager	Roger Fisher	1		106	139	173	173	173	173	173	173	173	173	173	173	173	173	173	2,494
Coordinators / Assts		2		229	229	229	229	229	229	229	229	229	229	229	229	229	229	229	3,435
PRE-CONSTRUCTION SUB-TOTAL		44	99	2,952	3,142	3,163	3,284	3,116	3,471	3,577	3,682	3,499	4,979	5,066	5,066	5,031	4,987	4,987	60,101
TOTAL HOURS			99	9,952	10,142	10,439	11,964	12,746	13,404	13,566	13,696	13,625	15,105	15,201	15,202	14,453	14,366	14,366	198,326

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EXHIBIT B2
Approved CGMP and GMP Proposal(s)
(attached)

EXHIBIT C
Request for Proposals E22-03

(attached)



Release Date: July 19, 2022

REQUEST FOR PROPOSALS

The Burbank-Glendale-Pasadena Airport Authority is requesting Proposals from shortlisted Design-Builders to contract for:

PROGRESSIVE DESIGN-BUILD SERVICES REPLACEMENT PASSENGER TERMINAL PROJECT HOLLYWOOD BURBANK AIRPORT

PROJECT NUMBER E22-03



Q&A Deadline:

**All questions/requests for clarification must be received by
5:00 p.m. on September 13, 2022
via the PlanetBids Q&A tab**

PROPOSALS DUE:

**October 11, 2022 at 4:00 P.M. PDT
via PlanetBids**

**PROPOSALS MUST REMAIN VALID FOR:
120 CALENDAR DAYS FROM DUE DATE.**

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DEFINITIONS AND COMMON ACRONYMS

The below listed definitions and acronyms shall apply for the entirety of this procurement.

AC: Advisory Circular published by the FAA.

ADA: Americans with Disabilities Act.

Airport: Bob Hope Airport, commonly known as Hollywood Burbank Airport.

Authority or BGPAA: Burbank-Glendale-Pasadena Airport Authority.

BUR: The Airport's station code/location identifier as defined by the FAA and the International Air Transport Association.

CEQA: California Environmental Quality Act.

CFR: Code of Federal Regulations.

CGMP: Component Guaranteed Maximum Price. Guaranteed maximum price for a defined incremental element of the Work.

City: City of Burbank, California.

Component: A distinct and separate element comprising the Project.

Core D-B Team (Firms): The Lead Contractor, the Lead Architectural Firm, and the Lead Civil Engineering Firm.

Design-Builder: The firm, partnership, corporation, or joint venture awarded the design-build agreement for the Project, and which bears primary financial responsibility for completion of the Project, including performance of design-build services as defined in the Contract Documents. The Lead Contractor must be the Design-Builder or a member of the joint venture if a joint venture is the Design-Builder.

DA: January 10, 2017, Development Agreement executed by the Authority and the City of Burbank.

D-B: Design-build.

DBE: Disadvantaged Business Enterprise. A firm certified as such by a California Uniform Certification Program agency pursuant to 49 CFR Part 26.

DIR: California Department of Industrial Relations.

EIR: The Authority's Final Environmental Impact Report for a Replacement Airline Passenger Terminal at Burbank Bob Hope Airport (State Clearinghouse No. 2015121095) dated June 2016.

EIS: The FAA's Final Environmental Impact Statement for Proposed Replacement Passenger Terminal Project at Bob Hope "Hollywood Burbank" Airport with Record of Decision dated May 2021.

EMR: Experience Modification Rating.

Evaluation Panel: An independent panel comprised of representatives of the Authority and outside agencies established to review and evaluate Proposals submitted in response to the RFP, attend interviews, and make a recommendation on selection of a Design-Builder.

FAA: Federal Aviation Administration.

GMP: Guaranteed Maximum Price. Under a design-build agreement, a negotiated price for the entirety of the Project that is agreed to at a point in the Project development that is specified in the Contract Documents.

Key Personnel (Staff): Those individuals employed by a company within the Core D-B Team who will have direct, hands-on responsibility for their respective disciplines during periods of active delivery of the company's services on the Project.

Lead Architectural Firm: The firm or joint venture within the Core D-B Team primarily responsible for the architectural design of the Project.

Lead Civil Engineering Firm: The firm or joint venture within the Core D-B Team primarily responsible for the civil engineering of the Project.

Lead Contractor: The firm or joint venture within the Core D-B Team primarily responsible for the construction of the Project.

NEPA: National Environmental Policy Act.

NFPA: National Fire Protection Association.

PDM: Project Definition Manual. The manual provided as **Attachment C-4**.

PLA: August 15, 2016, Project Labor Agreement executed by the Authority and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions.

PMO: Project Management Office. The integrated project office to be established at or near the Airport.

Proposal: An offer of Design-Build Services submitted in response to this RFP.

Proposer: The firm or joint venture submitting a Proposal in response to this RFP.

Program: All elements of the proposed development studied in the EIR and the EIS, and described in the DA.

Project: The RPT and all other Program elements in the Northeast Quadrant of the Airport other than the Aircraft Rescue and Firefighting Station (subject to the Authority Commission's selection of the Northeast Quadrant as the location of the RPT). The Project also includes demolition of the existing passenger terminal and parking structure A, both located in the Southeast Quadrant of the Airport, followed by necessary improvements to the Airport perimeter security boundary and vehicle service road.

Q&A: Questions and Answers. All questions or requests for clarification submitted by Proposers in response to this RFP and subsequent answers or clarifications provided by the Authority via Addendum.

RFQ: The Authority's Request for Qualifications No. E22-03.

RFP: The Authority's Request for Proposals for the Core D-B Team for the Project.

RPT: Replacement Passenger Terminal.

Respondent: A shortlisted firm or joint venture that submitted a SOQ in response to the RFQ.

SOQ: Statement of Qualifications submitted in response to the RFQ.

TSA: Transportation Security Administration.

ACKNOWLEDGEMENT PAGE

By submitting a Proposal, Proposer acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity. Proposer acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Proposer certifies that the information provided in its submission is complete, including the full disclosure of all sub-consultants, suppliers, joint ventures, teaming agreements and the like, and that the information submitted is true and accurate to the best of its personal knowledge. Proposer confirms that its signatories are authorized to submit this Proposal electronically on behalf of Proposer and to bind Proposer to all information set forth herein.

Date: _____ Company Name: _____		
* Authorized Signature	_____ Name	_____ Title
* Authorized Signature	_____ Name	_____ Title

*If Proposer is a corporation, two signatories are required: one “operational group” signatory who is either the Chairperson of the Board, the President, or a Vice President; and one “financial group” signatory who is either the Secretary, an Assistant Secretary, the Chief Financial Officer, or an Assistant Treasurer. If a signatory holds a corporate office in both groups, then a second signatory is not required. In the alternative, a single signatory is acceptable when accompanied by a corporate resolution authorizing such signatory to bind Proposer.

If Proposer is a joint venture, a signatory from each member of the joint venture is required. Each signatory shall be either the Chairperson of the Board, the President, or a Vice President of that member of the joint venture.

If Proposer is a limited liability company, two signatories are required. Each signatory shall be a manager of the limited liability company. In the alternative, a single signatory is acceptable when accompanied by articles of incorporation stating that the limited liability company is managed by only one manager.

**RETURN THIS ACKNOWLEDGEMENT PAGE WITH YOUR PROPOSAL – LATE,
EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE
ACCEPTED.**

REQUEST FOR PROPOSALS
PROGRESSIVE DESIGN-BUILD SERVICES
REPLACEMENT PASSENGER TERMINAL PROJECT
HOLLYWOOD BURBANK AIRPORT

PROJECT NUMBER E22-03

The Burbank-Glendale-Pasadena Airport Authority invites Proposals from shortlisted design-build firms or teams to provide planning, design, construction, and commissioning services for the development of a 14-gate replacement passenger terminal and associated support components at Hollywood Burbank Airport.

1. OBJECTIVE

The Authority's objective in this procurement is to identify and contract with the firm or joint venture most capable of delivering the Project safely, with high quality, state-of-the-art systems, within budget and on schedule.

2. PROCUREMENT SCHEDULE

The anticipated schedule for this procurement is listed in this section. The schedule is subject to change at the sole discretion of the Authority. Please check the PlanetBids website for the latest schedule.

Procurement Phase	Date
RFP Issued	July 19, 2022
Preproposal Meeting	August 16, 2022
RFP Content Protest Deadline	September 6, 2022
RFP Questions/Requests for Clarification Deadline	September 13, 2022
Last Addendum Issued	September 23, 2022
Proposal Submission Deadline	October 11, 2022
Interviews	November 16 & 17, 2022
Authority Commission Contract Award	December 19, 2022

3. QUESTIONS/REQUESTS FOR CLARIFICATIONS

No interpretation or clarification regarding this RFP will be made verbally to any firm. Any inquiries or requests for clarification concerning this procurement must be in writing and submitted through the Authority's e-procurement website portal, PlanetBids, via the Q&A tab. In accordance with Authority Commission Resolution No. 492, all communications during the procurement process shall occur solely through the Authority's PlanetBids portal, and violation of this prohibition shall be grounds for disqualification from consideration for the contract award. Any substantive replies will be issued as a written addendum and posted on PlanetBids. No questions or requests for clarification related to this RFP will be accepted **after 5:00 p.m. on September 13, 2022**. Questions received after the deadline will not be addressed.

When submitting a request for clarification via the Q&A tab, Proposers are encouraged to reference the RFP or Attachment page and section pertinent to the question. Proposers shall not rely upon any oral instructions given by the Authority.

4. GENERAL BACKGROUND INFORMATION

The Airport is a medium hub airport located approximately 12 miles north of Downtown Los Angeles, serving the greater Los Angeles metropolitan area. The Airport is the closest metro L.A. area airport to the majority of L.A.'s most popular tourist destinations, as well as attractions in Burbank and nearby Glendale and Pasadena. In 2019, the Airport served 5.26 million passengers, up from 4.7 million passengers in 2018. In 2021, the Airport served 3.7 million passengers. The Airport offers daily flights from 10 commercial airlines: Southwest, United, Delta, Alaska, American, JetBlue, Spirit, Frontier, Avelo and Flair. The Airport also has two fixed-base operators, Million Air - Burbank and Atlantic Aviation. Commercial domestic flights operate out of a passenger terminal with 14 common use gates.

The Authority, owner/operator of the Airport, is a joint powers agency formed by the Cities of Burbank, Glendale, and Pasadena. The Authority is governed by a nine-member Commission, composed of three appointees from each of these cities.

5. PROJECT DEVELOPMENT STATUS

The existing passenger terminal building consists of 14 common use aircraft gates and limited passenger amenities in a 232,000 square foot building. It does not meet current FAA standards for lateral separation from the adjacent runways. Correction of this situation necessitates that the existing passenger terminal building be replaced and demolished thereby creating the opportunity to correct the functional deficiencies associated with the terminal relative to more modern airport terminal facilities. Meeting current FAA runway safety standards is the key motivation for the Authority.

A RPT with 14 common use aircraft gates in a 355,000 square foot building, together with the associated support components such as roadways, parking structure, and other support facilities, has been defined programmatically and has been environmentally reviewed pursuant to NEPA and CEQA.

The eleven project objectives set forth in the “Purpose and Need” section of the EIS are:

- Enhance airport safety by building a RPT that meets FAA airport design standards.
- Build a RPT that meets California seismic safety design standards.
- Consolidate passenger and baggage screening functions to meet TSA security requirements more efficiently.
- Build a RPT that meets ADA standards.
- Build a RPT that consolidates air facilities (including passenger, tenant, and Authority facilities) into a single terminal building.
- Provide a new, modern, energy efficient passenger terminal with no change in the number of gates or in the total number of public parking spaces for commercial passengers.
- Provide an economical and cost-effective facility for the Airport tenants that use the passenger terminal.
- Provide a RPT with a level of convenience that is equivalent to or exceeds that of the existing passenger terminal.
- Provide a distinctive passenger terminal that enhances the community image and sense of place.
- Provide intermodal connectivity between the RPT and the various fixed rail and bus options located near the Airport.
- Improve the airfield to maximize the safety and efficiency of aircraft movements on the ground.

The Authority and the City of Burbank have executed a DA that provides the Authority a vested right to entitlements for the Program, and Burbank citizens have overwhelmingly ratified the DA and entitlements through a ballot measure approval. The DA sets forth extensive commitments made by the Authority. Building and other permits for the Program must be obtained from the City of Burbank.

The Program is subject to the Mitigation Monitoring and Reporting Plan set forth in Volume 6, Appendix P of the EIR. The RPT also is subject to the Project Design Features set forth in Volume 6, Appendix Q of the EIR.

In compliance with the DA, the Authority has conducted a series of Design Charrette workshops to facilitate and encourage community input into the development of the RPT and new parking structures. These workshops have been completed and the results of the Design Charrette workshops are available in the Final Charrette Report.

The delivery method selected by the Authority for designing, constructing, and commissioning the Project is progressive design-build. The Authority chose this delivery method due to several advantages including: a high level of cooperation and coordination between the Authority, the Design-Builder, and other stakeholders; enhanced integration of project design and project construction; and the development of the project cost through a collaborative, open book process resulting in a mutually accepted GMP.

The Authority intends to allow, but not require, self-performance of appropriate work (subject to Authority approval) when such self-performance is advantageous to the Authority. Self-performance requirements will be defined in the Contract Documents included in the RFP.

The Project is subject to a PLA. In accordance with the Prevailing Wage Law (Labor Code Section 1720 et seq.), the Project is a “public works project.” The Design-Builder and any subcontractors shall pay wages in accordance with the determination of the Director of the DIR regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Authority’s Director of Engineering and Maintenance and are available to any interested party upon request. These rates are also available through the DIR website at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. The Design-Builder shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. The Project is subject to compliance monitoring and enforcement by the DIR.

Key documents related to the Program, portions of which may become part of the design-build agreement, may be accessed on the Authority’s website at elevatebur.com/documents including:

- 1) Development Agreement
- 2) Final Environmental Impact Report
- 3) Final Environmental Impact Statement
- 4) Project Labor Agreement
- 5) Design Charrette Final Report
- 6) Airport Layout Plan

6. SCOPE OF SERVICES

The contract scope will include comprehensive design and construction services for the Project. The scope of work will include, but not be limited to, stakeholder coordination, field-investigations, engineering, architecture, design, permitting, preconstruction, construction, commissioning, operational-readiness, closeout, project management, and all other tasks necessary to deliver the Project. The work will be divided into two general phases:

Phase 1.

Phase 1 will consist of all services required to advance the design to a completion level of approximately 60% and develop a GMP Proposal. Phase 1 services will include, but not be limited to, preconstruction services, site investigations, and design development.

The Authority and the Design-Builder will work in a coordinated, open-book manner with the goal of arriving at a GMP based on the 60% design submittal, consistent with the target budget provided in the RFP.

During Phase 1, the Design-Builder will advance the design to approximately 60% completion. Design deliverables will include, but not be limited to:

- Conceptual Design
- A Basis of Design Report
- 30% drawings
- 60% drawings

The Design-Builder will be expected to implement a target value design, or design to budget process during Phase 1. During Phase 1 the Design-Builder will be required to validate the Authority's estimated costs for the Project. Once a validated budget has been agreed upon, the Design-Builder will manage the design to that budget and will be required to update the cost estimate as the design progresses.

Early work packages may be authorized during Phase 1 if it is advantageous to the Authority and there is sufficient confidence in the cost estimate.

Phase 1 will culminate with the Authority's acceptance and approval of a GMP proposal from the Design-Builder.

Phase 2.

Phase 2 services will include completion of the design through 100%, construction administration services, construction, commissioning, operational readiness, project closeout, and all other services required to place fully functional facilities into service.

7. DESIGN-BUILDER REQUIRED CAPABILITIES

To achieve the project objectives, the Authority seeks a Proposer that, together with the Core D-B Team members and any firms added in the future, is capable of serving as a partner for the Authority and successfully doing the following:

- Designing, constructing, and commissioning a state-of-the art airport terminal subject to a strictly constrained and managed budget.
- Designing, constructing, and commissioning a campus-like development including a public building, a parking structure and support facilities including roads and utilities, all within a size-constrained site.
- Delivering the Project using the progressive design-build delivery method including the coordinated, open-book development of a GMP.

8. SELECTION PROCESS

This RFP is the second step in a two-step competitive negotiation process. The Proposals are solicited from Respondents that have been shortlisted following submission of a SOQ. Shortlisted Respondents are invited to respond to this RFP by submitting a Technical Proposal and a Cost Proposal. The Proposals must be submitted as instructed in this RFP and as instructed by any addenda posted to this RFP.

All Proposals will undergo an in-depth review based on the Evaluation Criteria in this RFP. As part of the Proposal evaluation, the Authority may seek clarifications and/or additional information from Proposers.

All information stated in the Proposal must be factual, truthful and shall not be embellished or misrepresented. The Authority reserves the right to verify all submitted or otherwise relevant information from any available source including provided references, public records, industry sources, and social media. Any provided information found to be a misrepresentation shall be considered grounds for disqualification.

9. CONTRACT DOCUMENTS

The Proposer shall furnish all labor, tools, materials, appliances, equipment, insurance, and incidentals, necessary and reasonably inferable to complete the Project in accordance with the Contract Documents. The Contract Documents shall include the following:

- Design-Build Agreement, a sample of which is provided as **Attachment C-1**
- Administrative Requirements, provided as **Attachment A**
- Cost Proposal Form, provided as **Attachment B-1**
- Subsequent, approved CGMP and GMP Proposal(s)
- RFP E22-03
- Design-Builder's Technical Proposal
- BGPA Construction Safety Program, provided as **Attachment D**
- Federal Contract Clauses, provided as **Attachment C-5**
- General Conditions, provided as **Attachment C-2**
- Project Requirements, provided as **Attachment C-3**
- Project Definition Manual, provided as **Attachment C-4**
- Project Labor Agreement
- Development Agreement
- BGPA Clean Construction Policy, provided as **Attachment E**

10. EVALUATION CRITERIA

The following presents the proposal requirements and the scoring weights associated with each of the proposal requirements. Scores from the SOQ stage will not be carried forward to the Proposal stage. The Authority is not looking for architectural renderings or drawings as part of the Proposal.

The Proposal must include the following content within the identified Section Tabs. The Proposal shall NOT be password protected, and violation of this prohibition shall be grounds for disqualification from consideration for the contract award.

11. TECHNICAL PROPOSAL CONTENT REQUIREMENTS

The Technical Proposal must include the following content within the identified Section Tabs.

Tab 1. Management and Staffing Plan

The Management and Staffing Plan Tab must include the following:

Narrative/Technical Proposal		Scoring Weight
Criteria Description		
Tab 1.	Management and Staffing Plan	(Points)
	<div>1. Provide a narrative describing the organization of Proposer’s team – provide an organization chart for both Phase 1 and Phase 2 of the Project.</div> <div>2. Provide a management and staffing plan in a table format that lists all the project tasks and proposed team member names to each project task and their level of responsibility for each task. (Use the form provided as Attachment B-2 – Resource Loaded Staffing Plan Template).</div> <div>3. The management and staffing plan must indicate all Key Personnel required to implement the planning/programming, concept design, design development, and construction document phases as well as Key Personnel required for the construction phase.</div> <div>4. Provide a written assurance that Key Personnel listed will be performing the work and will not be substituted with other personnel or reassigned to another project without the Authority’s written approval.</div> <div>5. If Key Personnel identified in the Proposer’s SOQ are no longer available for the Project a resume for the suggested replacement must be provided. The resume must follow the format described under Tab 4 Key Personnel Experience in the RFQ. The Proposal must also include a <u>copy of the original resume for the substituted personnel, a revised copy of the table or matrix demonstrating where the revised team of designated Key Personnel have worked together, along with a</u> summary explaining the need for the replacement.</div>	<div>200</div> <div>150</div> <div>200</div>

Tab 2. Conceptual Project Schedule

The Conceptual Project Schedule Tab must include the following:

Narrative/Technical Proposal		Scoring Weight
Criteria Description		
Tab 2.	Conceptual Project Schedule	(Points)
	<div>1. Provide a detailed conceptual project schedule in both PDF and native file format (.xer) that demonstrates the understanding and logic required to meet the Authority’s schedule for the Project.</div> <div>2. Include a statement of ability to open the RPT within the Authority’s time frame prior to September 30, 20262027. For the purpose of developing a conceptual project schedule assume an initial Notice to Proceed date of December 20, 2022.</div> <div>3. At a minimum the schedule must include the following:<div>a. Design Activities<div>i. Concept and Design Development Phase</div><div>ii. Construction Document Phase</div><div>iii. Bid/Construction Packages</div></div><div>b. Major Construction Activities<div>i. Mobilization of site</div><div>ii. Site Investigation</div><div>iii. Site development and civil work</div><div>iv. Foundations</div><div>v. Structural steel</div><div>vi. Roof System</div><div>vii. Mechanical systems</div><div>viii. Electrical systems</div><div>ix. Interior architectural systems</div><div>x. Outbound baggage system</div><div>xi. Activation</div><div>xii. Commissioning and Close-Out</div></div><div>c. Major Milestone Completion Dates<div>i. Verification of Design-to-Budget</div><div>ii. Completion of design documents</div><div>iii. Establishment of CGMPS and GMP</div><div>iv. Substantial Completion</div><div>v. Final Completion</div></div></div>	<div>400</div> <div>350</div> <div>400</div>

Tab 3.D-B Project Approach

The Project Approach Tab must include the following:

Narrative/Technical Proposal		Scoring Weight (Points)
Criteria Description		
Tab 3.	Project Approach	
	<p>Provide a narrative explaining your approach to implementing the Project under the progressive design-build delivery method.</p> <p>At a minimum, the narrative shall cover approach to the following:</p> <ol style="list-style-type: none">1. Architectural design and philosophy<ol style="list-style-type: none">a. Designing a campus-like environment which includes a public building, parking facility, support facilities, and roadway network.b. Design excellence.2. Civil engineering design and philosophy<ol style="list-style-type: none">a. Blending multiple grading requirements (ADA, NFPA, FAA, etc.).b. Storm water quality management and low impact development.3. Design Management including the team’s approach to:<ol style="list-style-type: none">a. Execution of Target Value Design.b. Involving construction personnel in the design process.4. Involving stakeholders in the design process.5. Complying with California law and local agency requirements for low impact development, waste diversion, water reduction, and energy conservation.6. Attaining highest, cost-feasible levels of sustainability (CALGreen, LEED, WELL, Envision, etc.).7. Understanding of the constraints within the DA and your approach to meeting the project requirements within these constraints.8. Quality Assurance/Quality Control during all phases of the Project.9. Project controls and schedule management.10. Project safety.11. Design innovations and innovative methods for construction.12. Use of BIM 3, 4 & 5D.13. ORAT and commissioning during design.14. Construction trade packaging and bidding to:<ol style="list-style-type: none">a. Maximize local participation.b. Maximize federal grant participation.15. Tracking project expenditures for reporting various funding sources.	400

Interviews will be conducted to clarify and evaluate the following:

Interview		Scoring Weight
Criteria Description		
A	Project Approach	(Points)
	<div>1. Understanding of the path forward to designing, constructing, and commissioning the RPT.</div> <div>2. Understanding of the Services needed as outlined in PR-01-Scope of Work.</div> <div>3. Design-Build and design excellence.</div> <div>4. Design-Build phasing and scope coordination.</div> <div>5. Role of subcontractors in Design-Build process.</div> <div>6. Communication and Coordination both internal to team with subconsultants and with the Authority.</div> <div>7. Reporting and documenting communication.</div> <div>8. Decision making process within the integrated team.</div> <div>9. Process for decision making with the Authority.</div> <div>10. Document management and control.</div> <div>11. Systems and approach to project controls.</div> <div>12. Quality control in both design and construction.</div> <div>13. Safety processes including safety outreach programs.</div> <div>14. Administrative structure for managing projects of similar size and scope.</div>	200
B	Authority Questions and Discussion	(Points)
	<div>1. Clarification of Proposers Presentation.</div> <div>2. Decision and Conflict Resolution.</div> <div>3. Scenario(s) Deliberation and Response.</div>	200
C	Project Team Members	(Points)
	<div>1. Proposer’s Team Key Personnel.</div> <div>2. Interaction and roles during presentation.</div>	100
	INTERVIEW TOTAL	500

13. COST PROPOSAL CONTENT REQUIREMENTS AND EVALUATION

The Proposer shall submit its Cost Proposal in writing on the Cost Proposal Form provided as **Attachment B-1** to this RFP. The Authority may deem any Proposal submitted without the completed Cost Proposal Form to be non-responsive. The Proposer shall state all information on the Cost Proposal Form clearly and legibly, in the manner indicated. Any errors may, at the sole discretion of the Authority, constitute grounds for rejection of the Proposal.

The combined Total Technical Score (Technical Proposal Score plus Interview Score) of each Proposer will be converted to Efficiency Points by converting the score to a percentage. For example, a Technical Proposal Score of 920 points and an Interview Score of 450 points for a combined Total Technical Score of 1,370 points would result in a 91.3% (or 0.913) Efficiency Percentage.

Cost Proposals will be evaluated following completion of all interviews. The “Value Cost to the Authority” cost shall be calculated by dividing the “TOTAL Project Cost” (**Attachment B-1**, Item 007) by the corresponding Efficiency Percentage. The resultant lowest value cost is the “Best Value to the Authority”. The Best Value to the Authority cost is for evaluation purposes and recommendation for award only. The recommendation for award will be for the responsive and responsible Proposer representing the “Best Value to the Authority.”

14. TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

15. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Proposers are advised that the FAA’s requirements for the utilization of DBEs will be applicable to the Project. The aspirational goal for DBE utilization on the Project is 18.00%.

16. CONFLICTS OF INTEREST

Any Authority staff member who has a relationship with a Proposer that would subject the staff member to a conflict-of-interest law will not participate in the proposal evaluation process. The Authority prohibits practices that result in unlawful activity including rebates, kickbacks, or other unlawful consideration.

17. PUBLIC RECORD

By submitting a Proposal each Proposer understands and agrees that the Authority is subject to the California Public Records Act, which provides that Proposals submitted to public agencies are disclosable public records once a contract award has been agendized for consideration at a public meeting.

18. CONTRACT AWARD

Contract award, if made by the Authority Commission, will be based on the results of this two-step RFP/RFP competitive negotiation process.

19. PROTEST PROCEDURE

Any Proposer that seeks to challenge the content of this RFP or the subsequent Contract Award Recommendation must do so in accordance with Administrative Requirement AR-16 – Protest Procedure. ~~Approximately seven days prior to submission of a recommendation of award to the Authority Commission, a Notice of Intent to Award shall be posted through the PlanetBids portal. Any Proposer that submitted a responsive Proposal and seeks to challenge the proposed award shall: (i) file with the Executive Director at fmiller@bur.org a "Notice of Intent to Protest" within three days of such posting; and (ii) file its actual written protest within three days thereafter. A protest must be based on one or both of the following grounds:~~

- ~~• Failure to comply with the terms of this RFP.~~
- ~~• Failure to comply with applicable law.~~

20. OTHER SOLICITATION TERMS

The Authority reserves the right to request clarifications or supplement information regarding any/all associated items as part of its evaluation prior to award. The Authority reserves the right to evaluate the qualifications of Proposers, based on experience and past performance of references provided, public information, industry sources, described ability, suitable and appropriate credentials, both for principals of the prime firm as well as employees or subcontracted support, and the overall capability of the company to perform the required scope as it deems in its best interest. The Authority reserves the right to cancel the opportunity, or to reject any or all submissions, for any reason at its sole discretion, at any time prior to award, or to waive any informalities or technical defects as the interests of the Authority may require. Proposers shall bear their own proposal preparation and travel costs. Debrief requests will not be entertained but a final evaluation score sheet broken down by selection criteria category will be published. This solicitation is not a commitment to contract, a promise nor an authorization to contract for or purchase required resources, nor does it authorize commencement of any order or project.

21. PROPOSAL FORMAT AND SUBMISSION

Proposals shall be submitted electronically to the Authority by uploading to the PlanetBids website by 4:00 p.m. on October 11, 2022. Late, emailed, faxed, or hand delivered submissions will not be accepted. The Proposal shall be in a .pdf format, [with additional requested files provided in native file format.](#)

[Proposer shall be responsible for compliance with file size restrictions. To confirm file size limitations, or in the event there is technical difficulty using Planet Bids, contact: Planet Bids at \(818\) 992-1771 x0 for support or select the headset icon for the Help Center to submit a support ticket.](#)

Proposals shall not contain more than ~~7570~~ electronic pages (8 ½” by 11”). 11”x17” pages are allowed and will be counted as two pages. The Front and Back Covers, Acknowledgement Page, Divider Tabs, [Administrative Requirements \(Attachment A\)](#), [Cost Proposal Form \(Attachment B-1\)](#), and [Resource Loaded Staffing Plan \(Attachment B-2\)](#) ~~Cover Letter (Tab 1), Project Experience Forms (for Tabs 2 and 3)~~, and [Replacement Key Personnel Resumes \(for \[Tab 1 per\]\(#\) Tab 4 \[of RFQ E22-03\]\(#\)](#)) will not count against the page limit.

Submissions shall be addressed to:

Burbank-Glendale-Pasadena Airport Authority
Attn: Frank R. Miller, Executive Director
Ref: E22-03 Progressive Design-Build Services-ElevateBUR
2627 N. Hollywood Way
Burbank, CA 91505

Select “Place e-Bid” to enter bid information. All information is visible only to the Proposer. Data may be “saved” (preliminary) or “submitted” (final), revised and withdrawn up to the closing deadline. You will receive a confirmation after final “submitting” of an e-bid. Proposals must be fully uploaded, and e-bid confirmation received prior to deadline. Therefore, plan response time accordingly. The Authority strongly recommends you research the “Place E-bid” tab prior to submission in order to understand how the components of your response are to be uploaded in the General Attachments and Response File tabs.

EXHIBIT D
Design-Builder's Technical Proposal

(attached)



LAX Tom Bradley International Airport



Charlotte Douglas International Airport



Salt Lake City International Airport



LaGuardia Airport



Denver International Airport

Progressive Design-Build Services Replacement Passenger Terminal Project Hollywood Burbank Airport Burbank-Glendale-Pasadena Airport Authority

Project Number E22-03

Proposal Submission

October 11, 2022

[CONFORMED] Exhibit D



BUR RPT Conformed Design-Build Agreement

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October 11, 2022

Burbank-Glendale-Pasadena Airport Authority

Attn: Frank R. Miller, Executive Director

Ref: E22-03 Progressive Design-Build Services-ElevateBUR

2627 N. Hollywood Way

Burbank, CA 91505



RE: Progressive Design-Build Services Replacement Passenger Terminal Project Hollywood Burbank Airport

Dear Frank,

The Burbank-Glendale-Pasadena Airport Authority (BGPAA) is embarking on a Replacement Passenger Terminal project that is a once in a career, iconic project that changes the way passengers travel to and from the Hollywood Burbank area. The Holder, Pankow, TEC - a Joint Venture (HPTJV) with Corgan, Burns & McDonnell, CannonDesign, and PDA Consulting partnership provides a seasoned and proven progressive design-build team to develop your vision and design and construct your program. We formed a world-class team of consultants and team members based on strong relationships and extensive proven aviation project success. **We provide BGPAA with a trusted partner and advocate and are excited about the opportunity to build upon our relationship on this project.**

Team of Aviation Experts

We have developed a team that is centered around unity, transparency, collaboration, and consistency from Phase 1 through to the completion of Phase 2, allowing a seamless integration with Hollywood Burbank Airport, stakeholders, board members, and all parties involved. **Our proposed team brings some of the best aviation experience in the country at major international airports like SLC, ATL, OMA, BNA, LAX, DEN, and many others.**



Since submitting the RFQ, the Holder-Pankow Joint Venture has grown to include TEC Constructors & Engineers, as well as CannonDesign as subconsultants to Corgan. Both firms build upon the strengths of the team and share the mission of building a transformative project for BUR.

Developing Innovative Design Solutions

We have studied the site and worked hard to understand the challenges of the BUR RPT project. We know that this project has certain requirements, such as maximizing the 355,000 square feet, that the team must deliver, outlined in the Development Agreement. Our team has the brightest minds in the industry that continually look to raise the bar from a design and construction perspective to deliver your goals and vision. Innovation is not one idea but a cultural attribute – constantly looking to improve from our last project in all aspects. A few of the topics that have been regularly discussed in team meetings are:

- **Architectural Themes:** Our team has studied the community design charrettes at length and have developed three different themes for BGPAA's consideration.
- **Site Slope Challenge:** We have developed ideas and solutions to solve the slope challenge without using passenger jet bridges, thereby raising the cost of the overall project, complicating the operations of the new facility, and complicating the operations and maintenance of the new facility.
- **View Corridor:** We know how important the view corridor is for BGPAA and we believe we have an innovative solution to preserve the view corridor, while creating an efficient parking solution and traffic flow around the terminal.

Project Approach & Schedule

Our design-build team has a successful history of completing aviation projects on time, and many times ahead of schedule. We have developed a Conceptual Project Schedule for your project with ideas centered around early design packages and early work. **We have a plan to deliver your new terminal facility in May 2026, four months earlier than your delivery date, and we look forward to sharing how this can be achieved.**

Commitment to DBE Success

Our JV Team has a successful history with projects that exemplify DBE participation, and we maximize opportunities and participation on all our projects. We develop a customized DBE Procurement Plan by right sizing trade packages that makes this project attractive to all trade subcontractors/vendors including S/M/W/DBE firms, maximizing cost and participation.

Our team includes PDA Consulting, a local minority outreach firm with significant relationships in Southern California, to lead our minority effort and ensure our team exceeds your goal of 18% DBE. **Together, we create an environment where subcontractors at all levels want to work and feel valued.**

A Culture of Performance, Collaboration & Enhanced Experience



While a team's experience and project approach is important, a team's culture is critical to success. Team collaboration is the foundation of a successful progressive design-build project. **Our Joint Venture team along with Corgan, Burns & McDonnell, and CannonDesign have those proven successes through previous projects:**

- Holder and Corgan have been working together for more than 25 years, completing more than 120 projects totaling nearly \$4.5 billion, including large-scale aviation projects across the country. Currently the Holder - Corgan team is working together on the design-build redevelopment of the OMA International Airport.
- Pankow and Corgan have first hand knowledge of the BUR airport through successfully completing the BUR Terminal B Security Renovation project.
- TEC, Corgan, Burns & McDonnell and CannonDesign bring extensive Southern California experience, including the design-build LAX Midfield Satellite Concourse project.

Collaboration dictates the team's ability to perform and our proven track record of success together provides BGPAA the confidence that the HPTJV delivers the BUR RPT project seamlessly, meeting your expectation of Design Excellence.

Thank you for allowing us to share our vision, approach, and team for the project. We are excited to turn these ideas into reality by working with you as a partner to successfully complete this once in a lifetime project.



Sincerely,

Doug Clough, Senior Vice President

Holder Construction Group, LLC

15455 Dallas Parkway, Suite 350 Addison, TX 75001

p: 972.870.4275 (office) | f: 972.870.4266 | e: dclough@holder.com

Acknowledgement Page Included in Exhibit A



Table of Contents

1	Section One <i>Management & Staffing Plan</i>
2	Section Two <i>Conceptual Project Schedule</i>
3	Section Three <i>D-B Project Approach</i>
4	Section Four <i>Consent to Design-Build Agreement/Proof of Insurance</i>
5	Section Five <i>Appendix</i>



Sacramento International Airport

Section One Management & Staffing Plan

[CONFORMED] Exhibit D



BUR RPT Conformed Design-Build Agreement
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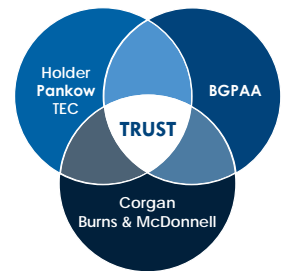
Management & Staffing Plan

Our key personnel bring unmatched aviation experience, through redeveloping airport campuses, and providing brand new front door terminal facilities. We have successfully completed **\$30 billion in terminal projects** across in the United States, **over 350 design-build projects** including the Security Screening Checkpoint at BUR, and are **working at 50 of the busiest airports in the country**. We have the expertise to successfully complete the Hollywood Burbank RPT project.

? **RFP Question 1:** Provide a narrative describing the organization of Proposer's team – provide an organization chart for both Phase 1 and Phase 2 of the Project.

A Team You Can Trust

The Holder, Pankow, TEC - a Joint Venture (HPTJV) team, along with our design partners, Corgan and Burns & McDonnell was formed to deliver the Hollywood Burbank Airport Replacement Passenger Terminal (RPT) because of proven success after working together on a multitude of aviation projects across the country. Since the RFQ, the Holder-Pankow joint venture team has grown to include TEC Constructors & Engineers, one of the most reputable certified minority firms in Southern California. We have also added CannonDesign as a consultant to Corgan, known for local design acumen out of their Los Angeles office, to help provide additional capacity to augment our design and delivery processes.



Our world-class progressive design-build team is committed to bringing collective expertise & experience to the benefit of BGPAA.

Each key team member has extensive aviation expertise, including progressive design-build, and has implemented new terminal campus designs commensurate with the scope of the BUR RPT.

Team Consistency

Team collaboration is the foundation of a successful progressive design-build project. **To us, collaboration means understanding, communication and trust; it is what enables us to efficiently manage the project's design, budget and schedule.** The primary responsibility of our day-to-day leadership team, Kevin Fauvell, project director, and Fred Groome, senior general superintendent, is to ensure that our extended team has a unified vision and direction so that your experience with each member of our team is the same. Every team member commits to working as a unified team, with you and your stakeholders, for a unified mission: **Design Excellence.**

As stated in the RFO response, our design-build team acts truly as one team in all decisions and interactions throughout every level of our organization with the project's overall success as our guiding principle.

We have developed a team that centers around consistency through Phase 1 and Phase 2 of the BUR RPT. To ensure success on BUR RPT, we will provide a seamless transition between Phase 1 and Phase 2. Our approach is to involve key leadership and team members of Phase 2 during Phase 1 to provide insight and information sharing in order to set the work plan up for construction as we start to turn “unknowns” into “knowns” through the design and preconstruction phase.

Team Augmentation Chart

2022	2023				2024				2025				2026				2027		
Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Phase 1					Phase 2														

We have developed a team that centers around consistency through Phase 1 and Phase 2 of the BUR RPT. Many of the key team members that start Day 1 will remain through the completion of the project. From our design team members, to our individual joint venture team members, our commitment to BGPAA is to ensure that you are collaborating with a unified team with a common mission.

Phase 1

We have already started developing the workplan for BUR RPT, including ongoing design, cost, and scheduling efforts. We are prepared to commit the proper resources immediately upon award so there is no time lost during the startup of the project. Led by **David J. Miller, preconstruction/design director**, and **Brent Kelley, design lead**, our diverse group of resources will be deployed to complete concurrent activities critical to the project, as outlined in the Project Requirements of the RFP and based on our extensive experience during design and preconstruction. Our Construction Team Support (CTS) group will be available to support these activities and inform the deliverables since they inherently impact design scope, cost, and schedule and are part of the development of the overall workplan.

Brent’s team of exceptional designers and engineers who are considered key personnel will continue to develop and evolve the design in concert with the vision and goals of BGPAA and the stakeholders. **John Mares, project manager**, will collaborate with **Curt Ingraham, civil project manager**, to ensure integrated and coordinated design scope between building and civil disciplines.

We have dedicated multiple individuals, including **Mike Duwel, design integration director**, **Janie Mills, design integration manager terminal/concourse**, and **Elton Murakami, design integration manager decks/ancillary buildings**, who “speak both design and construction” to support the seamless integration of the design and preconstruction activities. These key personnel, on behalf of the design team, will work side by side with **Brian Nichols, preconstruction senior manager**, to provide ongoing cost and options analysis to ensure that the design scope remains in balance with your cost expectations.

Prior to the commencement of procurement activities, **Pamela Penn, outreach manager**, and **Roger Fisher, trade and DBE Liaison**, from PDA Consulting, will develop a plan for outreach to maximize local contracting opportunities for DBE businesses and will coordinate closely with Brian throughout bidding and procurement efforts to ensure maximum participation for appropriate scopes of work.

Please reference Phase 1 Organization Chart on page 6. In addition to those key personnel highlighted above, all key personnel are indicated with blue boxes on the organizational chart.

Phase 2

Phase 2 is where our Phase 1 design, planning and coordination workplan becomes a reality. Phase 2 is the mobilization of the expanded team of master builders who work seamlessly with key personnel from Phase 1 to achieve the vision and execute a successful workplan for BGPAA. Working with Kevin Fauvell and Fred Groome, **Bob Bachtler, senior construction manager**, and **Sebastiano Cardella, senior construction superintendent**, the Phase 2 team builds upon the collaborative project approach developed in Phase 1 to ensure the most timely and efficient construction schedule as possible.

One of the things that sets us apart from our competition on these large capital programs is that we manage all phases of the work with our own staff. We do not subcontract our construction management services to another general contractor for convenience or to defer general conditions cost to the cost of work. **This is an important distinction that directly affects our submitted proposal price – we are staffing this job with our own personnel to manage the individual trade contracts.** While we anticipate some large trade contract packages (i.e. terminal mechanical, apron paving, inbound roadways, and garage concrete as examples), we have no intention of subcontracting entire facilities to other general contractors to then subcontract out and/or self-perform the work.

We strongly believe that having direct interface and management control of the trade contractors is a benefit for us as the design-builder and the owner – consistency and level of accountability being the most important.

During Phase 2, our vision is to have dedicated construction teams that coincide with the major design packages and each team is right-sized with the level of effort required to manage all aspects of field work.

Four Construction Operations Teams			
Terminal	Parking Garage	CUP Air Cargo GSE Maintenance Buildings	Civil
Construction Team Support			

Additionally, our Construction Team Support (CTS) and their staff, consisting of quality, scheduling, BIM, accounting/billing, change/cost management, and outreach/compliance is comprised of personnel devoted to their specific areas of expertise whose main mission is to support the construction operations team. The CTS group acts as integral team members to provide consistency between the operations teams, ensure contract compliance, and provide the expertise that makes us a high performing team.

One of the benefits of progressive design-build is the team’s ability to expedite construction administration issues. With a dedicated design construction administration team, led by Brent Kelley, John Mares, and Curt Ingraham, and the support of David J. Miller, Janie Mills, and Elton Murakami, design issues will be expeditiously resolved to limit your risk exposure during construction.

Please reference Phase 2 Organization Chart on page 7.

Co-Location for Your Benefit

We are ready to immediately deploy the necessary resources on your project, dependent on the project's need at any given time. Some work is critical to be performed on site as soon as possible while some can be done as effectively off campus in our offices until the PMO is operational. Our team has a long track record of success in supporting the project's needs in many different ways through on-site and remote resources, bringing the best value to our clients. We recognize the urgency and immediate need to engage our key personnel staff upon award, but as importantly, our staffing plan illustrates our commitment, especially during Phase 1 to ramp up the staffing levels based on the required level of effort once the PMO/ Big Room is operational. We wholeheartedly support co-location to advance the project as fast as possible.

Key Personnel

Below we have highlighted our key team members' strengths, as well as provided our organizational charts for Phase 1 and Phase 2 of the project.

Overall Team Leadership Through Phase 1 & Phase 2



Kevin Fauvell, Project Director

- ✓ Consistent Team Leadership During Phase 1 & 2
- ✓ 26 Years Providing Team Leadership
- ✓ \$6.2 Billion Aviation Construction
- ✓ Managed Multiple "Once in a Career" Mega Projects



Fred Groome, Senior General Superintendent

- ✓ Consistent Team Leadership During Phase 1 & 2
- ✓ 40 Years Construction as Master Builder
- ✓ \$6 Billion Aviation Construction
- ✓ World-Class Planner & Builder of Mega Projects

Design Consistency - Phase 1 Design Through Phase 2 Design Contract Administration



Brent Kelley, Design Lead

- ✓ 34 Years of Design Experience
- ✓ Progressive Design-Build Expertise
- ✓ \$5 Billion Aviation Design
- ✓ Extensive Southern California Aviation Experience



Curt Ingraham, Civil Project Manager

- ✓ 36 Years of Civil Engineering Experience
- ✓ Experience with BUR
- ✓ \$2+ Billion Aviation Experience
- ✓ Manages Civil Engineering Team During Entire Project



John Mares, Architect Project Manager

- ✓ 34 Years of Design Experience
- ✓ Manages Design Team to Create BUR RPT Vision
- ✓ \$3 Billion Aviation Design
- ✓ Progressive Design-Build Expertise



Pearl McLin, Terminal Design Manager

- ✓ +16 Years of Design Experience
- ✓ \$3+ Billion Aviation Design
- ✓ Manages Design Team & Collaborates with BUR to Create an Innovative & Functional Terminal



Kevin Handley, Garage Design Manager

- ✓ 20 Years of Design Experience
- ✓ \$3+ Billion Aviation Design
- ✓ Experience Coordinating Multiple Component Packages Including Phased Early Work



Chris Kadlick, Ancillary Design Manager

- ✓ 17 Years of Design Experience
- ✓ \$2 billion Aviation Design
- ✓ Experience Designing Terminal Projects with Multiple Stakeholders While Maintaining Airport Operations



Joel Efrussy, Designer

- ✓ 22 Years of Design Experience
- ✓ Progressive Design-Build Expertise
- ✓ \$8+ Billion Aviation Design
- ✓ Extensive Design Portfolio of Complex Projects



Mark Gajda, Engineering Consultant

- ✓ 26 Years of Design Experience
- ✓ \$2+ Billion Aviation Experience
- ✓ Progressive Design-Build Experience
- ✓ Extensive Experience in Southern California

Design Integration, Preconstruction and Community Outreach



David Miller, Preconstruction/Design Director

- ✓ Registered Architect
- ✓ 47 Years of Experience
- ✓ \$6 Billion Aviation Experience
- ✓ Expertise to Blend Design & Construction Teams



Mike Duwel, Design Integration Director

- ✓ 23 Years of Construction Experience
- ✓ \$4.5 Billion Aviation Construction
- ✓ Focuses the Team on Defining Project Objectives & Outlining a Detailed Plan, Budget, & Schedule



Elton Murakami, Design Integration Manager

- ✓ 23 Years of Experience
- ✓ Current Orange County Chair for DBIA Pacific
- ✓ Support Team to Maximize Innovation & Ensure Quality & Accuracy of Design Documentation



Janie Mills, Design Integration Manager

- ✓ Registered Architect with 15 Years of Experience
- ✓ \$4 Billion Aviation Construction
- ✓ Works with Design Team & Trade Contractors to Expedite Coordination & Enhance Quality Control

**Brian Nichols, Sr. Preconstruction Manager**

- ✔ 8 Years Leading Aviation Preconstruction Efforts
- ✔ \$3.2 Billion Scope Purchased
- ✔ Manages Day-to-Day Precon Activities Working Closely with the Team on Budgeting & Coordination

**Roger Fisher, Trade & DBE Liaison**

- ✔ 30+ Years of Construction Management Experience
- ✔ DBE Contracting Community Expertise & Knowledge
- ✔ Utilizes Relationships to Maximize Reach to S/M/W DBE Trade Contractors & Exceed Project's DBE Goals

Phase 1 Construction Team Support Who Will Transition to Phase 2 Construction Operations**Christina Littleton, Senior Controls Manager**

- ✔ CTS Group Leadership During Phase 1 & 2
- ✔ 21 Years of Construction Experience
- ✔ \$4.3 Billion Aviation Construction
- ✔ Same Role on Similar Aviation Projects

**Erik Johnson, Senior Manager, Terminal**

- ✔ Consistent Key Personnel Through Phase 1 & 2
- ✔ Experience at BUR
- ✔ 17 Years of Construction Experience
- ✔ Oversee Project Development through Closeout

**Mindy DeCarolis, Manager, Civil**

- ✔ 20 Years of Civil Construction Experience
- ✔ Managed Install of 2+ Million SY of PCCP
- ✔ \$5 Billion of Civil Aviation Construction at Multiple International Airports Across the Country

Phase 2 Construction Operations Team**Bob Bachtler, Sr. Construction Manager**

- ✔ 16 Years of Construction Experience
- ✔ Provide Oversight to Entire Construction Team
- ✔ Extensive Expertise Managing Large-Scale Multi-Phase Projects

**Sebastiano Cardella, Sr. Construction Super**

- ✔ 15 Years Providing Field Team Oversight
- ✔ \$3.2 Billion Aviation Construction
- ✔ Leading Field Team Since Day 1 on SLC ARP Project
- ✔ Leader in Field Quality & Safety

**Lindsey Gray, Sr. GSE Superintendent**

- ✔ 18 Years of Experience
- ✔ DBIA Professional
- ✔ Planning & Scheduling, Design Coordination, Supervision of Field Personnel & Subcontract Buy-Out

**Aldo Rodriguez, Sr. Terminal Superintendent**

- ✔ 10 Years of Construction Experience
- ✔ \$3.2 Billion Aviation Projects
- ✔ Field Oversight to Ensure Adequate Labor, Schedule Commitment, On-Site Quality, & Safety Assurance

**Calvin Yoshida, Sr. Parking Superintendent**

- ✔ 32 Years of Experience
- ✔ Large-Scale Parking Garage Experience
- ✔ Provides Field Oversight to Parking Garage Construction Team Ensuring Quality & Safety

Phase 1 Organizational Chart

LEGEND

Key Personnel



KEVIN FAUVELL
Project Director

FRED GROOME
Senior General Superintendent

EXECUTIVE LEADERSHIP

Mike Raponi, Executive VP
Holder Construction

Dave Eichten, President/COO
Pankow

Doug Clough, Senior VP
Holder Construction

Tim Coffey, CEO
TEC Constructors & Engineers

EXECUTIVE SUPPORT

Brent Kelley, Design Lead
Corgan

Mike Burnett, Precon Executive
Holder Construction

Peter Aarons, Civil Executive
Burns & McDonnell

Praful Kulkarni, Principal
CannonDesign

DESIGN

BRENT KELLEY
Design Lead

ARCHITECTURAL DESIGN TEAM

JOHN MARES
Project Manager

JOEL EFRUSSY
Designer

GINGER GEE DIFURIO
Interior Designer

PEARL MCLIN
Terminal Project Manager

KEVIN HANDLEY
Garage Project Manager

CHRIS KADLICK
Ancillary Bldg Project Manager

MARK GAJDA
Engineering Consultant Manager

DAVID HUOR
BIM Manager

CIVIL DESIGN TEAM

CURT INGRAHAM
Civil Project Manager

NICK BUSANTE
Airsides Designer

BEN MAHAFFAY
Pavement Designer

JASON FUEHNE
QA/QC

LUIS MONZON
Airsides Civil Engineer

PHIL HERMAN
Traffic: Modeling

ELI BAUMGARDNER
Commissioning

PRECONSTRUCTION

DAVID J. MILLER
Preconstruction/Design Director

DESIGN INTEGRATION

MIKE DUWEL
Design Integration Director

JANIE MILLS
Design Integration Manager
Terminal/Concourse

ELTON MURAKAMI
Design Integration Manager
Decks/Ancillary Bldgs

PRECONSTRUCTION

BRIAN NICHOLS
Preconstruction Sr Manager

PRECONSTRUCTION / ESTIMATING TEAM

OUTREACH

PAMELA PENN
Outreach Manager

ROGER FISHER
Trade & DBE Liaison

**COMMUNITY OUTREACH,
MONITORING, & REPORTING TEAM**

CONSTRUCTION TEAM SUPPORT

TRACY TURNER
Construction Director

ERIK JOHNSON
Senior Manager

CHRISTINA LITTLETON
Senior Controls Manager

MINDY DECAROLIS
Manager, Civil

MIKE OSSEI-ANTWI
Quality Manager

ANGEL MEDINA
Safety Director

RACHEL SMITH
BIM Manager

SCHEDULING TEAM



Phase 2 Organizational Chart

LEGEND

Key Personnel



KEVIN FAUVELL
Project Director



FRED GROOME
Senior General Superintendent

DESIGN CONTACT ADMINISTRATION



BRENT KELLEY
Design Lead



JOHN MARES
Project Manager



KEVIN HANDLEY
Garage Project Manager



PEARL MCLIN
Terminal Project Manager



CHRIS KADLICK
Ancillary Bldg Project Manager



CURT INGRAHAM
Civil Project Manager



BEN MAHAFFAY
Pavement Designer



NICK BUSANTE
Airside Designer



JASON FUEHNE
QA/QC

DESIGN INTEGRATION



DAVID J. MILLER
Preconstruction/Design Director



JANIE MILLS
Design Integration Manager
Terminal/Concourse



ELTON MURAKAMI
Design Integration Manager
Decks/Ancillary Bldgs

CONSTRUCTION OPERATIONS



BOB BACHTLER
Senior Construction Manager



SEBASTIANO CARDELLA
Senior Construction Superintendent

TERMINAL CONSTRUCTION TEAM



ERIK JOHNSON
Senior Manager, Terminal



ALDO RODRIGUEZ
Senior Superintendent, Terminal

TERMINAL CONSTRUCTION TEAM

GARAGE CONSTRUCTION TEAM

Parking Construction
Manager



CALVIN YOSHIDA
Senior Superintendent, Parking

GARAGE CONSTRUCTION TEAM

CUP | AIR CARGO | GSE MAINT BLDGS CONSTRUCTION TEAM

CUP | Air Cargo | GSE Maintenance
Construction Manager



LINDSEY GRAY
Senior Superintendent, CUP | Air
Cargo | GSE Maintenance

CUP | AIR CARGO | GSE MAINT BLDGS CONSTRUCTION TEAM

CIVIL CONSTRUCTION TEAM



MINDY DECAROLIS
Manager, Civil

Civil
Superintendent

CIVIL TEAM

SAFETY TEAM



ANGEL MEDINA
Safety Director

SAFETY TEAM

EXECUTIVE LEADERSHIP

Mike Raponi, Executive VP
Holder Construction

Dave Eichten, President/COO
Pankow

Doug Clough, Senior VP
Holder Construction

Tim Coffey, CEO
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Peter Aarons, Civil Executive
Burns & McDonnell

Praful Kulkarni, Principal
CannonDesign

CONSTRUCTION TEAM SUPPORT



CHRISTINA LITTLETON
Senior Controls Manager



TRACY TURNER
Construction Director



PAMELA PENN
Outreach Manager



MIKE OSSEI-ANTWI
Quality Manager



ROGER FISHER
Trade & DBE Liaison



RACHEL SMITH
BIM Manager

CONSTRUCTION SUPPORT STAFF

Quality Coordination Team

Cost/Change Management Team

Scheduling Team

Community Outreach, Monitoring &
Reporting Team

BIM/VDC Team

Accounting/Administration Team



Resource Loaded Staffing Plan(s) included in Exhibit B1

Case Study: A Relationship Built Beyond Building

Holder and Corgan successfully completed our first project together in 1998 and have maintained a strong relationship for more than 20 years. We have partnered with Corgan more than any other architect in the industry, and have completed 96 projects, totaling over \$6.4 billion. Our relationship with Corgan spans across all of our market types and across the US. The relationship we have built with Corgan doesn't stop at just building buildings, we've also partnered with them on many community outreach events and team building activities for our associates to get to know each other and continue a great relationship.



? **RFP Question 4:** Provide a written assurance that Key Personnel listed will be performing the work and will not be substituted with other personnel or reassigned to another project without the Authority's written approval.

Assurance Statement

We understand the importance of keeping promises and commitments. We are committing the Key Personnel identified on the preceding organizational charts through the completion of their primary project responsibilities.

? **RFP Question 5:** If Key Personnel identified in the Proposer's SOQ are no longer available for the Project a resume for the suggested replacement must be provided. The resume must follow the format described under Tab 4 Key Personnel Experience in the RFQ. The Proposal must also include a copy of the original resume for the substituted personnel, a revised copy of the table or matrix demonstrating where the revised team of designated Key Personnel have worked together, along with a summary explaining the need for the replacement.

The Key Personnel identified in this proposal will be performing the work for this project and will not be substituted with other personnel or reassigned to another project without BGPAA's written approval. We are excited to further enhance our design and construction team with additional resources to provide support. These individuals are not replacing any resources from our RFQ submission. On the following pages, we have provided resumes for the following:

- ✓ Bob Bachtler, Senior Construction Manager
- ✓ Sebastiano Cardella, Senior Construction Superintendent
- ✓ Mindy Decarolis, Civil Manager
- ✓ Mark Gajda, Engineering Consultant Manager
- ✓ Praful Kulkarni, Design Principal, CannonDesign



Bob Bachtler

Senior Construction Manager

As senior construction manager, Bob provides overall leadership to the team from planning and preconstruction through final completion. He ensures our on-site management team supports the preconstruction process and provides the continuity of management as the project moves into construction. His experience and operating expertise facilitates our proactive approach to managing the overall project.

Why Bob?

- ✓ 16 Years of Experience
- ✓ \$504M Aviation Projects
- ✓ 3 Years of Aviation Construction
- ✓ Mega-Project Experience
- ✓ Constrained Site Experience

Academic & Professional Qualifications: Bachelor's Degree, Building Construction, University of Florida; LEED AP BD+C; OSHA 10-Hour; FirstAid/CPR/AED Certified; OSHA Crisis Management

Relevant Project Experience:



CLT Terminal Lobby Expansion & Central Energy Plant

Location: Charlotte, NC

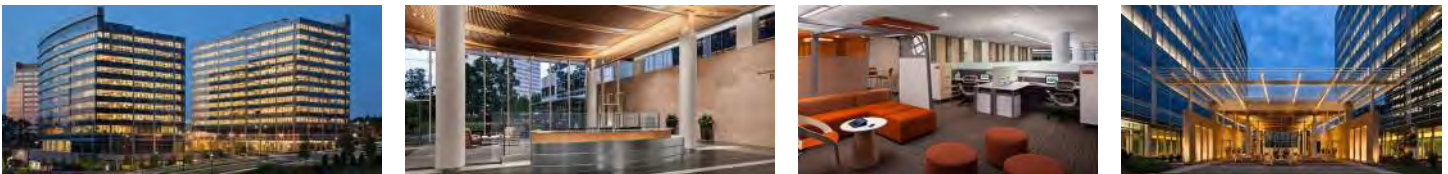
Owner: Charlotte Douglas International Airport | **Contract Type:** CMAR

Owner's Representative: Tom Barnett, Project Manager, 305.567.1888, Thomas.Barnett@cltairport.com

Project Cost: \$503,777,850 | **Project Start Date:** 11/2019 | **Project End Date:** 9/2025 (est.)

Project Description: Multi-level renovation; 180,000 SF expansion; enhancements to check-in, security, baggage claim, passenger flows, vertical/horizontal circulation to increase capacity, improve the operation of the ticket/baggage claim lobbies; curbside canopy; pedestrian bridges that connect the terminal lobby to the rental car garage

Title: Project Manager | **Responsibilities:** On-site design process management and consultant coordination



Cox Campus C-Tech Office Towers 3 & 4

Location: Atlanta, GA

Owner: Cox Enterprises | **Contract Type:** CMAR

Owner's Representative: Scott McLane, Senior Project Manager, 678.645.0657, scott.mclane@coxinc.com

Project Cost: \$148,302,000 | **Project Start Date:** 7/2010 | **Project End Date:** 1/2013

Project Description: Two 300,000 SF, 10-story towers; single story entry; 1,660-space underground parking deck; fitness/wellness center; kitchen; dining facility; conference center; various meeting spaces; LEED Gold Certification

Title: Senior Project Engineer | **Responsibilities:** On-site project management, material deliveries, system coordination, and constructability



300 Colorado Office Tower

Location: Austin, TX

Owner: Cousins Properties | **Contract Type:** CMAR

Owner's Representative: Tim Hendricks, Senior VP/Managing Director, 404.407.1000, timhendricks@cousinsproperties.com

Project Cost: \$99,943,571 | **Project Start Date:** 11/2018 | **Project End Date:** 10/2020

Project Description: 395,000 GSF office building; 32 stories sitting on a 20-foot tall retail podium; 10,000 GSF ground floor retail/restaurant space; 350,000 SF rentable office space; 735 parking space; 13 floors of parking; 17 levels of office; 2-star Austin Green Building standards; 42-foot tall crown roof feature

Title: Senior Project Manager | **Responsibilities:** Overall leadership to the team from planning, preconstruction, and final completion



Cox Enterprises Headquarters Central Park Campus Building B

Location: Atlanta, GA

Owner: Cox Enterprises | **Contract Type:** CMAR

Owner's Representative: Scott McLane, Senior Project Manager, 678.645.0657, scott.mclane@coxinc.com

Project Cost: \$208,203,000 | **Project Start Date:** 1/2013 | **Project End Date:** 7/2015

Project Description: 22-story; 668,000 SF office tower; 13-story parking garage adjacent to the existing Headquarters Tower I building; parking deck ties into the Cox C-Tech parking garage; office tower and parking garage are cast-in-place concrete structures with a curtainwall and limestone skin

Title: Senior Project Engineer | **Responsibilities:** On-site project management, material deliveries, system coordination, and constructability



Citi Austin Data Center

Location: Georgetown, TX

Owner: Citi | **Contract Type:** CMAR

Owner's Representative: Jim Carney, First Vice President - Critical Systems, 212.816.9564, james.f.carney@citi.com

Project Cost: \$157,615,000 | **Project Start Date:** 1/2007 | **Project End Date:** 4/2008

Project Description: 305,000 SF; Tier IV; 100,000 SF of raised floor; 10,000 SF of office support space; 195,000 SF of MEP infrastructure, maintenance, delivery/storage and other miscellaneous facility support space; precast structure with non-load bearing architectural precast walls; wind rated to 175 MPH; sandwich roof with a six-inch ballast slab

Title: Preconstruction Office Engineer | **Responsibilities:** Budgeting, scheduling, and project coordination



Sebastiano Cardella

Senior Construction Superintendent

As senior construction superintendent, Sebastiano provides leadership to the project team in the field. He is the field manager for quality and safety assurance as well as maintaining adherence to the project schedule. It is his responsibility to coordinate the work forces of subcontractors and trades on site. He is responsible for inspecting work in progress to ensure that work conforms to specifications. He has a demonstrated track record of delivering projects on schedule, within budget, safely, with the highest level of quality while providing leadership and direction to the entire project team.

Why Sebastiano?

- ✓ 15 Years of Experience
- ✓ \$3.2B Aviation Projects
- ✓ 9 Years of Aviation Construction
- ✓ Design-Build Experience
- ✓ Experience on Similar Projects

Academic & Professional Qualifications: Bachelor's Degree, Building Construction Management, University of North Florida; OSHA 10-Hour; OSHA Crisis Management; OSHA Excavation/Confined Space; Stormwater Pollution Prevention/NPDES Certified; FirstAid/CPR/AED Certified; OSHA Scaffolding/Fall Protection

Relevant Project Experience:



Salt Lake City International Airport Redevelopment Program Phase 1A

Location: Salt Lake City, UT

Owner: Salt Lake City Department of Airports | **Contract Type:** CMAR

Owner's Representative: Mike Williams, Program Director, 678.662.5677, mike.williams@slcgov.com

Project Cost: \$1,282,260,000 | **Project Start Date:** 1/2014 | **Project End Date:** 12/2024 (est.)

Project Description: New construction of a 42-gate terminal and concourse; renovation of a 34-gate existing concourse

Title: Superintendent | **Responsibilities:** Handle day-to-day operations and monitor work activities for quality performance



Salt Lake City International Airport Redevelopment Program Phase 1B

Location: Salt Lake City, UT

Owner: Salt Lake City Department of Airports | **Contract Type:** CMAR

Owner's Representative: Mike Williams, Program Director, 678.662.5677, mike.williams@slcgov.com

Project Cost: \$626,028,000 | **Project Start Date:** 1/2014 | **Project End Date:** 12/2024 (est.)

Project Description: Addition of roadways and apron paving; addition of a rental car facility; addition of a central utility plant; 3,500 space parking deck addition

Title: Superintendent | **Responsibilities:** Handle day-to-day operations and monitor work activities for quality performance



Salt Lake City International Airport Redevelopment Program Phase 2

Location: Salt Lake City, UT
Owner: Salt Lake City Department of Airports | **Contract Type:** CMAR
Owner's Representative: Mike Williams, Program Director, 678.662.5677, mike.williams@slcgov.com
Project Cost: \$822,310,023 | **Project Start Date:** 1/2014 | **Project End Date:** 12/2024 (est.)
Project Description: New construction of 22 Gate Concourse (South Concourse East) + Central Tunnel Structure
Title: Superintendent | **Responsibilities:** Handle day-to-day operations and monitor work activities for quality performance



Salt Lake City International Airport Redevelopment Program Phase 3

Location: Salt Lake City, UT
Owner: Salt Lake City Department of Airports | **Contract Type:** CMAR
Owner's Representative: Mike Williams, Program Director, 678.662.5677, mike.williams@slcgov.com
Project Cost: \$461,736,393 | **Project Start Date:** 1/2014 | **Project End Date:** 12/2024 (est.)
Project Description: Node + 8 Gate Extension (North Concourse) + Central Tunnel Interiors
Title: Senior Superintendent | **Responsibilities:** Oversee staffing plan, staff development, and the execution of work



Mindy DeCarolis

Manager, Civil

As civil manager, Mindy manages our team throughout preconstruction and construction. During preconstruction she works closely with the owner and architect to ensure timely completion of all estimating, value engineering, and scheduling services. During construction, she provides management from project start-up through final completion of the project. She is responsible for all administrative functions and works closely with the Project Superintendent. Mindy is the point person for all project related civil issues during both the preconstruction and construction phases.

Why Mindy?

- ✓ 20 Years of Experience
- ✓ \$5B+ Aviation Projects
- ✓ 20 Years of Aviation Construction
- ✓ Design-Build Experience
- ✓ Experience on Similar Projects

Academic & Professional Qualifications: Bachelor's Degree, Construction Technology, Indiana State University; FirstAid/CPR/AED Certified; OSHA 30-Hour; OSHA 10-Hour; Hazwoper 40-Hour; OSHA Crisis Management

Relevant Project Experience: Prior to joining Holder Construction, Mindy spent 10 years working with a general contractor specializing in airfield parking and military and commercial airports. Mindy has managed the installation of nearly 2 million square yards of PCCP.

Highlighted below is Mindy's extensive experience at International Airports across the country:

Project Name	Project Cost	Project Description
BWI International Airport Runway 15R-33L Rehabilitation	\$12,000,000	120,000 SY 18" PCCP; 150,000 SY of 6" cement treated base course runway & taxiway
CVG International Airport Runway 18L-36R Rehabilitation	\$30,100,000	315,750 SY of 18.5" PCCP runway & taxiway
DAY International Airport Airfield Pavement Improvements	\$5,000,000	42,000 SY of 14" PCCP apron & taxiway
CLT International Airport Runway 18C-36C Reconstruction	\$18,200,000	151,000 SY of 15", 16", & 18" PCCP runway
CLT International Airport Runway 5-23 Deicing Pads	\$1,500,000	Asphalt deicing pads, aggregate base course & bituminous pavement
PIT International Airport Taxiways T, V, & F Rehabilitation	\$6,000,000	Reconstruction of 31,500 SY of 18" PCCP on taxiways



Salt Lake City International Airport Redevelopment Program Phase 1A

Location: Salt Lake City, UT

Owner: Salt Lake City Department of Airports | **Contract Type:** CMAR

Owner's Representative: Mike Williams, Program Director, 678.662.5677, mike.williams@slcgov.com

Project Cost: \$1,282,260,000 | **Project Start Date:** 1/2014 | **Project End Date:** 12/2024 (est.)

Project Description: New construction of a 42-gate terminal and concourse; renovation of a 34-gate existing concourse

Title: Project Manager | **Responsibilities:** On-site design process management and consultant coordination



Salt Lake City International Airport Redevelopment Program Phase 1B

Location: Salt Lake City, UT

Owner: Salt Lake City Department of Airports | **Contract Type:** CMAR

Owner's Representative: Mike Williams, Program Director, 678.662.5677, mike.williams@slcgov.com

Project Cost: \$626,028,000 | **Project Start Date:** 1/2014 | **Project End Date:** 12/2024 (est.)

Project Description: Addition of roadways and apron paving; addition of a rental car facility; addition of a central utility plant; 3,500 space parking deck addition

Title: Project Manager | **Responsibilities:** On-site design process management and consultant coordination



Salt Lake City International Airport Redevelopment Program Phase 2

Location: Salt Lake City, UT

Owner: Salt Lake City Department of Airports | **Contract Type:** CMAR

Owner's Representative: Mike Williams, Program Director, 678.662.5677, mike.williams@slcgov.com

Project Cost: \$822,310,023 | **Project Start Date:** 1/2014 | **Project End Date:** 12/2024 (est.)

Project Description: New construction of 22 Gate Concourse (South Concourse East) + Central Tunnel Structure

Title: Project Manager | **Responsibilities:** On-site design process management and consultant coordination



Salt Lake City International Airport Redevelopment Program Phase 3

Location: Salt Lake City, UT

Owner: Salt Lake City Department of Airports | **Contract Type:** CMAR

Owner's Representative: Mike Williams, Program Director, 678.662.5677, mike.williams@slcgov.com

Project Cost: \$461,736,393 | **Project Start Date:** 1/2014 | **Project End Date:** 12/2024 (est.)

Project Description: Node + 8 Gate Extension (North Concourse) + Central Tunnel Interiors

Title: Project Manager | **Responsibilities:** On-site design process management and consultant coordination



Mark Gajda

Engineering Consultant Manager



Mark has 26 years of professional experience in an architectural environment and has worked in all phases of project development from conceptualization through construction. Mark has managed multi-disciplinary teams of various sizes, has had extensive interaction with various local, state, and federal agencies, and has been part of several design-build co-location projects in California.

Why Mark?

- ✓ 26 Years of Experience
- ✓ \$2B Aviation Projects
- ✓ 12 Years of Aviation Construction
- ✓ Design-Build Experience
- ✓ Experience on Similar Projects

Academic & Professional Qualifications: Master of Architecture, Arizona State University; Bachelor of Science, Architecture, Arizona State University; AIA; LEED AP; DBIA 2089; Registered Architect: CA C25179

Relevant Project Experience:



LAX Midfield Satellite Concourse (MSC)

Location: Los Angeles, CA

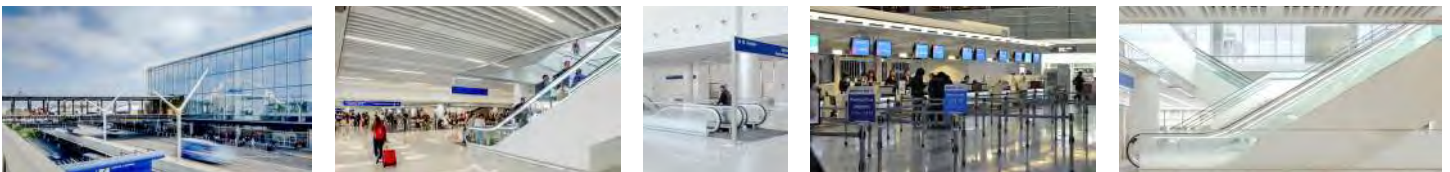
Owner: Los Angeles World Airports | **Contract Type:** Progressive Design-Build

Owner's Representative: David Kim, Project Manager, 424.646.5861, dkim@lawa.org

Project Cost: \$1,400,000,000 | **Project Start Date:** 9/2015 | **Project End Date:** 4/2021

Project Description: LEED Silver; additional concessions space; ramp control tower; additional tunnels to support the baggage handling system (BHS)

Title: Project Manager | **Responsibilities:** Schedule, budget, and quality management



LAX Terminal Cores & Automated People Mover Interface

Location: Los Angeles, CA

Owner: Los Angeles World Airports | **Contract Type:** Design-Build

Owner's Representative: Mark Kelley, Senior Project Manager, 972.550.1062, mkelley@paslaygroup.com

Project Cost: \$310,000,000 | **Project Start Date:** 4/2018 | **Project End Date:** 6/2022

Project Description: New and upgraded staircases, escalators, elevators, and walkways connecting terminals with the new Automated People Mover; new circulation core between Terminals 5 & 6; upgraded circulation area at Terminal 7

Title: Project Manager | **Responsibilities:** Schedule, budget, and quality management



LAX Bradley West Terminal 4 Connector

Location: Los Angeles, CA

Owner: Los Angeles World Airports | **Contract Type:** Traditional Design-Build

Owner's Representative: Matt Brown, Project Manager, 424.646.5872, MBrown@lawa.org

Project Cost: \$90,000,000 | **Project Start Date:** 10/2012 | **Project End Date:** 12/2015

Project Description: Four-story; constrained, multi-level site in the heart of the Central Terminal Area between Terminal 4 and the Tom Bradley International Terminal; passenger security screening checkpoint; checked baggage inspection system; vertical circulation atria; sterile connection between terminals

Title: Project Manager | **Responsibilities:** Schedule, budget, and quality management

Additional Aviation Projects more than 10 Years Ago



San Bernardino International Airport Authority Terminal Renovation

Location: San Bernardino, CA

Owner: San Bernardino International Airport Authority | **Contract Type:** Design-Bid-Build

Owner's Representative: Michael Burrows, CEO, 951.265.1008, mburrows@sbairport.com

Project Cost: \$35,100,000 | **Project Start Date:** 1/2007 | **Project End Date:** 9/2009

Project Description: AE/CM services; 66,000 SF renovation of former Norton AFB terminal; new 24,000 SF concourse; planning/design for the three-phased project involved extensive coordination and approvals with the Airport Authority, City of San Bernardino, San Bernardino Police Department, Federal Aviation Authority, and Transportation Security Administration

Title: Project Manager | **Responsibilities:** Schedule, budget, and quality management

Los Angeles International Airport TSA Whole Body Imaging

Location: Los Angeles, CA

Owner: Los Angeles International Airport | **Contract Type:** Design-Build

Owner's Representative: Joe Pharis, Project Manager, 817.293.7600

Project Cost: \$106,000 | **Project Start Date:** 1/2007 | **Project End Date:** 1/2008

Project Description: Prime construction and architecture were provided for the installation and testing of whole body imaging equipment at Terminals 4 & 5; equipment installed in the passenger security screening areas of each terminal; computer viewing stations at remote locations; connected with electrical conduits through secure air operations areas

Title: Project Manager | **Responsibilities:** Schedule, budget, and quality management



Praful Kulkarni

Executive Support



Bringing more than three decades of industry experience to our clients, Praful leads CannonDesign's integrated design and construction practice. In this role, he focuses on advancing single-source design and delivery methods that enhance value to clients and help ensure certainty in project cost, schedule, and quality outcomes in collaboration with our industry partners of project delivery success.

Why Praful?

- ✓ 31 Years of Experience
- ✓ \$9B+ Aviation Projects
- ✓ 15 Years of Aviation Construction
- ✓ Design-Build Experience
- ✓ Experience on Similar Projects

Academic & Professional Qualifications: Master of Architecture, Illinois Institute of Technology; Master of Business Administration, Pepperdine University; DBIA D-2807; Registered Architect: CA C18722

Relevant Project Experience:



LAX Midfield Satellite Concourse (MSC)

Location: Los Angeles, CA

Owner: Los Angeles World Airports | **Contract Type:** Progressive Design-Build

Owner's Representative: David Kim, Project Manager, 424.646.5861, dkim@lawa.org

Project Cost: \$1,400,000,000 | **Project Start Date:** 9/2015 | **Project End Date:** 4/2021

Project Description: LEED Silver; additional concessions space; ramp control tower; additional tunnels to support the baggage handling system (BHS)

Title: Project Principal | **Responsibilities:** Executive project leadership



LAX Terminal Cores & Automated People Mover Interface

Location: Los Angeles, CA

Owner: Los Angeles World Airports | **Contract Type:** Design-Build

Owner's Representative: Mark Kelley, Senior Project Manager, 972.550.1062, mkelley@paslaygroup.com

Project Cost: \$310,000,000 | **Project Start Date:** 4/2018 | **Project End Date:** 6/2022

Project Description: New and upgraded staircases, escalators, elevators, and walkways connecting terminals with the new Automated People Mover; new circulation core between Terminals 5 & 6; upgraded circulation area at Terminal 7

Title: Project Principal | **Responsibilities:** Executive project leadership



LAX Bradley West Terminal 4 Connector

Location: Los Angeles, CA

Owner: Los Angeles World Airports | **Contract Type:** Traditional Design-Build

Owner's Representative: Matt Brown, Project Manager, 424.646.5872, MBrown@lawa.org

Project Cost: \$90,000,000 | **Project Start Date:** 10/2012 | **Project End Date:** 12/2015

Project Description: Four-story; constrained, multi-level site in the heart of the Central Terminal Area between Terminal 4 and the Tom Bradley International Terminal; passenger security screening checkpoint; checked baggage inspection system; vertical circulation atria; sterile connection between terminals

Title: Project Principal | **Responsibilities:** Executive project leadership



San Francisco International Airport ASCENT Capital Improvement Program

Location: San Francisco, CA

Owner: San Francisco International Airport | **Contract Type:** Progressive Design-Build

Owner's Representative: Geoffrey W. Neumayr, Chief Development Officer, 650.821.5005, geoff.neumayr@flysfo.com

Project Cost: \$7,100,000,000 | **Project Start Date:** 7/2018 | **Project End Date:** 5/2020

Project Description: CannonDesign is acting in an advisory role to the Chief Development Officer of Planning, Design, and Construction at San Francisco International Airport (SFO). The airport's current capital program consists of 18 major projects (including a new terminal, terminal renovations, AirTrain system expansion, airfield improvements, parking, and cargo facilities)

Title: Project Principal | **Responsibilities:** Executive project leadership



Regional Intermodal Transportation Center (RITC) at Bob Hope Airport

Location: Burbank, CA

Owner: Burbank-Glendale-Pasadena Airport Authority | **Contract Type:** Design-Bid-Build

Owner's Representative: Dan Feger, PE, Director Development Services (Retired), 805.885.5979

Project Cost: \$56,800,000 | **Project Start Date:** 6/2012 | **Project End Date:** 6/2014

Project Description: Comprehensive design/program management services associated with the preparation of construction documents for a multi-phase project that includes a Regional Intermodal Transportation Center (RITC) and associated facilities

Title: Project Principal | **Responsibilities:** Executive project leadership



Salt Lake City International Airport

Section Two Conceptual Project Schedule

[CONFORMED] Exhibit D



BUR RPT Conformed Design-Build Agreement
Page 160 of 1457

Conceptual Project Schedule

A primary reason of any large capital aviation project’s success is its approach to schedule development and management. We manage all aspects of the program within the Overall Project Schedule as a benefit to BGPAA, whether the items contained therein are within our direct control or even affect our work at all. The schedule process’s success is integral to the overall project’s success. It is impossible to point to any large project of consequence that missed its mark on its schedule milestones and remained under budget.

? *RFP Question 1: Provide a detailed conceptual project schedule in both PDF and native file format (.xer) that demonstrates the understanding and logic required to meet the Authority’s schedule for the Project.*

Meeting the Project Schedule

We have developed a Conceptual Project Schedule (CPS), as included in the following pages, indicating a May 2026 completion.

Our conceptual schedule framework is built from our current understanding about the BUR RPT program and is based on our previous experience with large capitol design-build projects. We are confident that with key input from BGPAA and the stakeholders, this schedule will continue to be refined optimizing design, preconstruction, and construction efforts.

A successful opening day no later than September 2026 is predicated on all of the preceding activities leading up to it, which is why we are focusing on the design and preconstruction activities and milestones in our CPS. The complexity of the RPT requires a fluid and dynamic design and decision-making process whereby there will never be a “pencils down” period in time hinging on key decisions being made. We believe that in the interest of being lean and eliminating wasteful rework, the project team, including BGPAA and the stakeholders, will have multiple touch-points throughout the design phase to evaluate and provide feedback on the design which will progressively be incorporated.

Enabling/Early Work

In order to achieve an opening day no later than September 2026, we expect that civil enabling and foundations/structure scopes of work will need to start prior to the 60% GMP in Q1 2024. This is not a 100% cost commitment before the full GMP. This is a strategy to cap risk, minimize potential escalation impacts, and to start work in the field as portions of the design are complete.

	2023			2024	
	Q2	Q3	Q4	Q1	Q2
Design Development 60%					
Civil Enabling/Structure Work	Design	Precon	Construction		

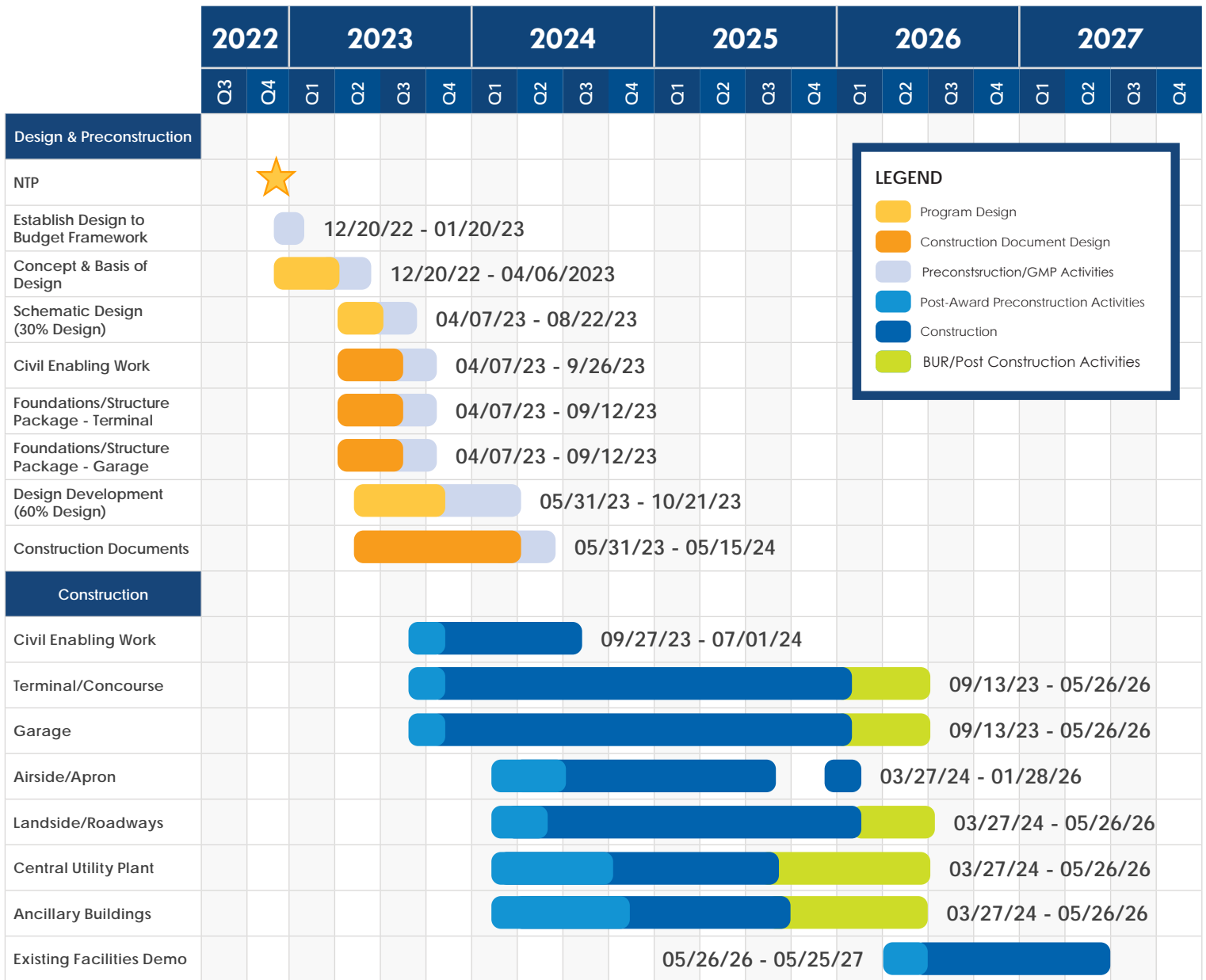
CPS Organization

The CPS represents the framework, plan, and “bookends” that will inform our detailed Overall Project Schedule which will be developed with BGPAA’s input and in conjunction with schedule section requirements of the Design-Build General Conditions.

On the following pages, we have included our current Conceptual Project Schedule (CPS) which is based on our current understanding of schedule requirements and our experience with projects similar to the BUR RPT.

Summary Schedule

Below, we have provided a summary of our CPS highlighting the major project milestones.



Conceptual Project Schedule

The CPS below represents our plan to execute the BUR RPT project. You will see the Design and Preconstruction activities in an expanded view and the construction activities (specifically the terminal/concourse and garage) rolled up in summary format. Based on making timely team decisions, we believe this is an optimum schedule to deliver the RPT that results in an Opening Day in May 2026. We are not just guessing that the May date is achievable, we have a detailed construction schedule based on what we currently know about the new RPT facility and utilizing historical data from our other terminal and concourse work that validates the CPS construction plan. **If you are interested in seeing the CPS's detailed construction schedule in an expanded format, the link to this file is available by scanning the QR Code or clicking the link to the right.**

Detailed Construction Schedule



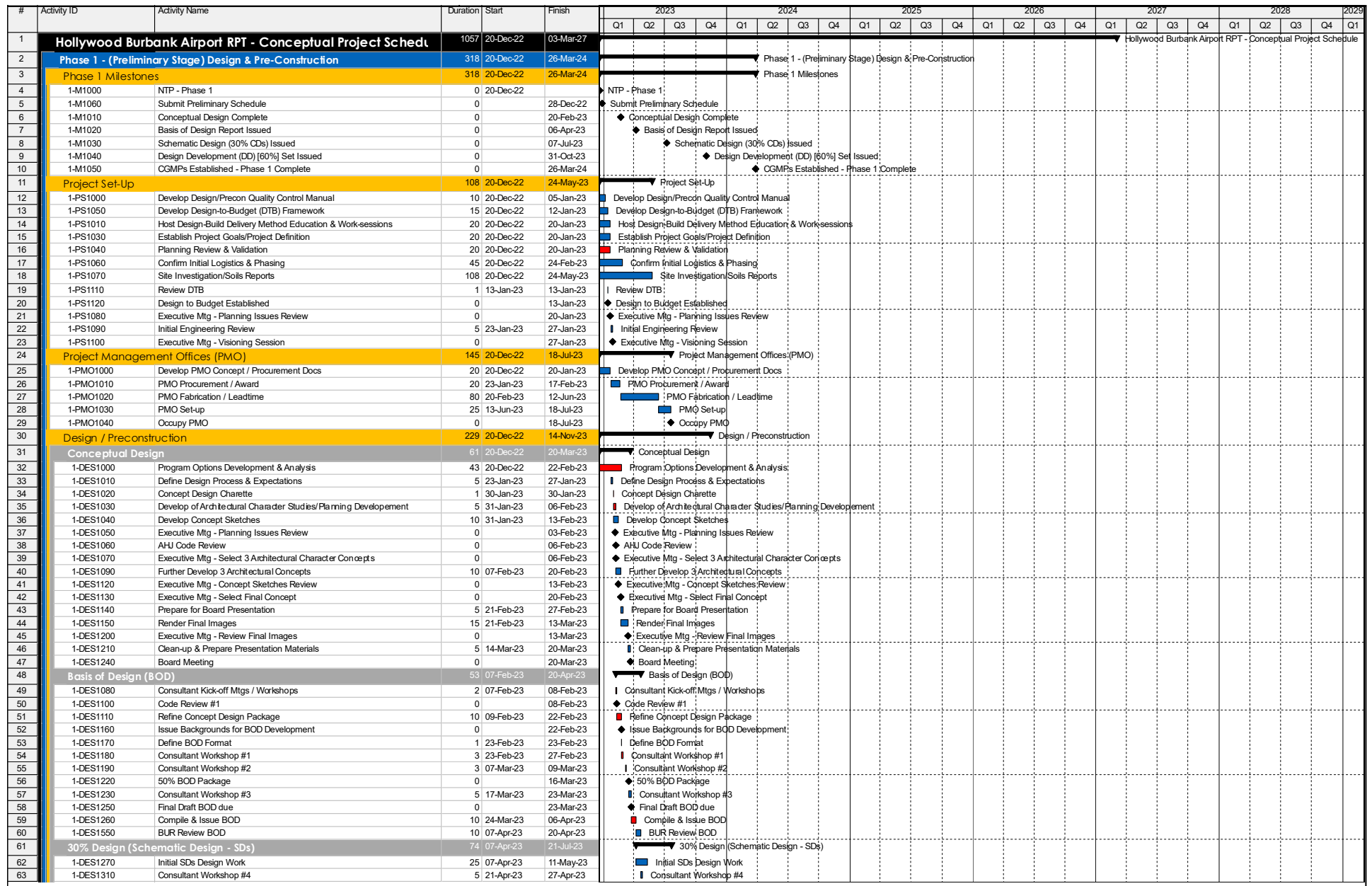
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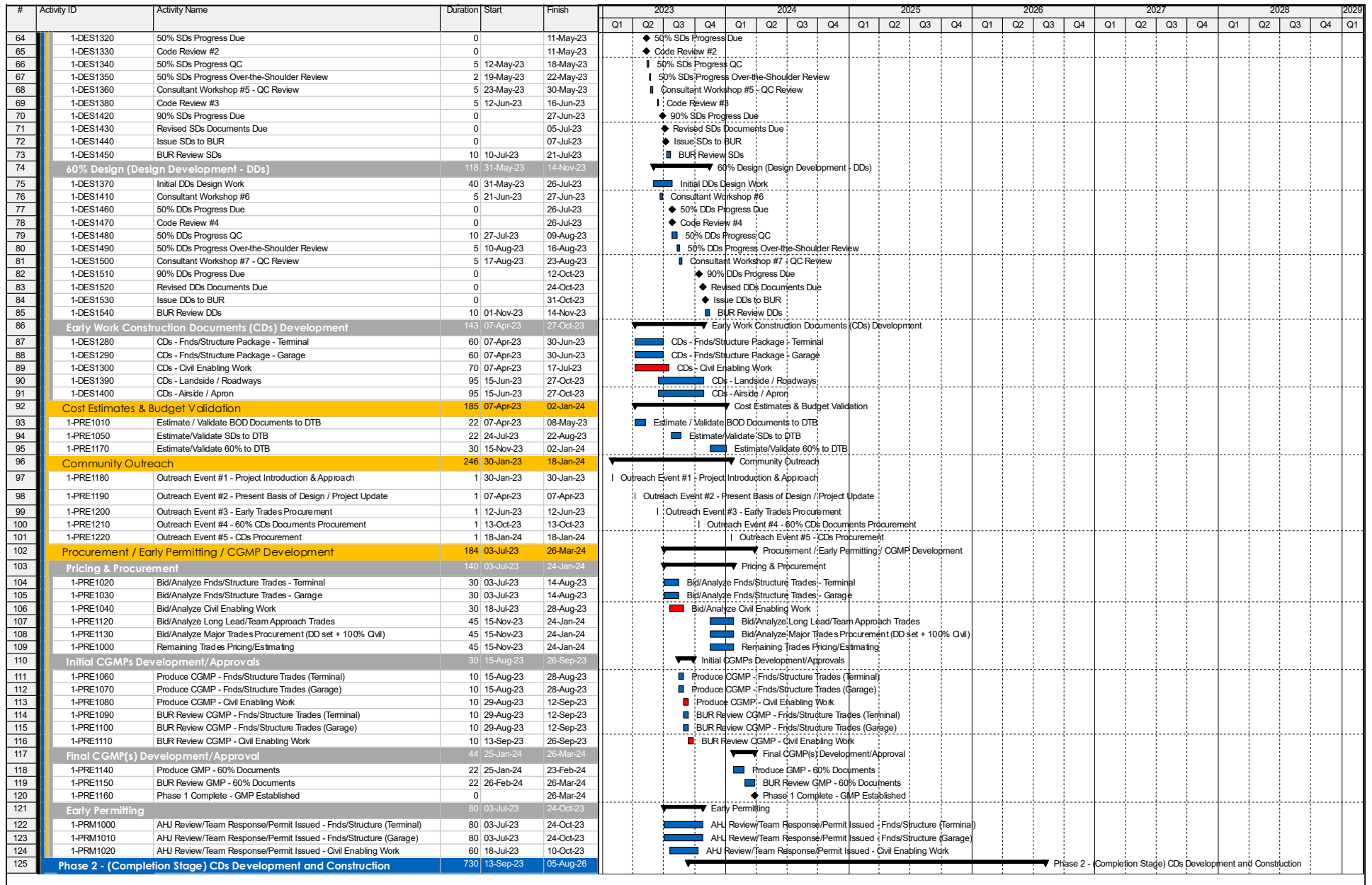
Conceptual Project Schedule

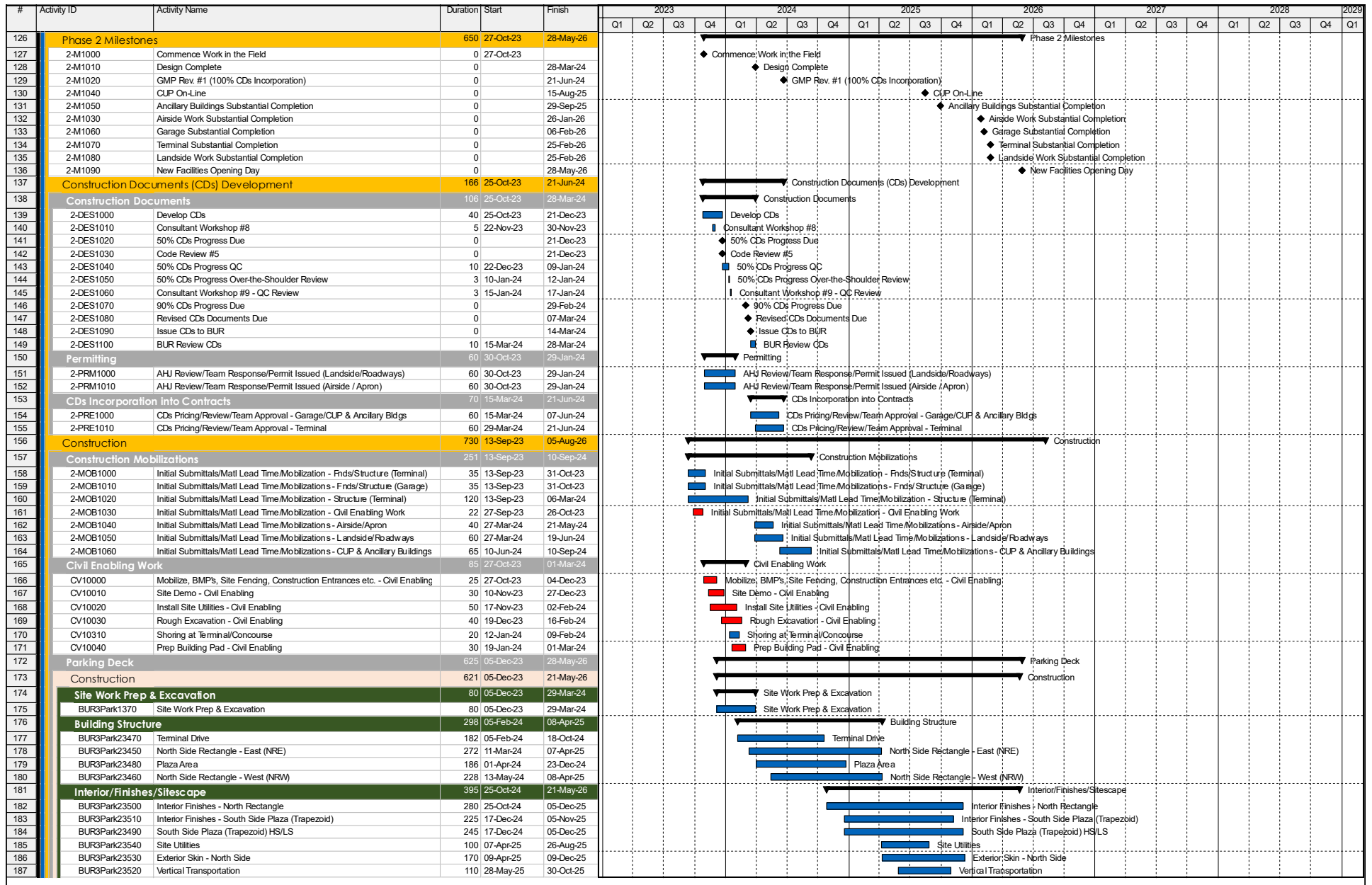
Detailed Construction Schedule

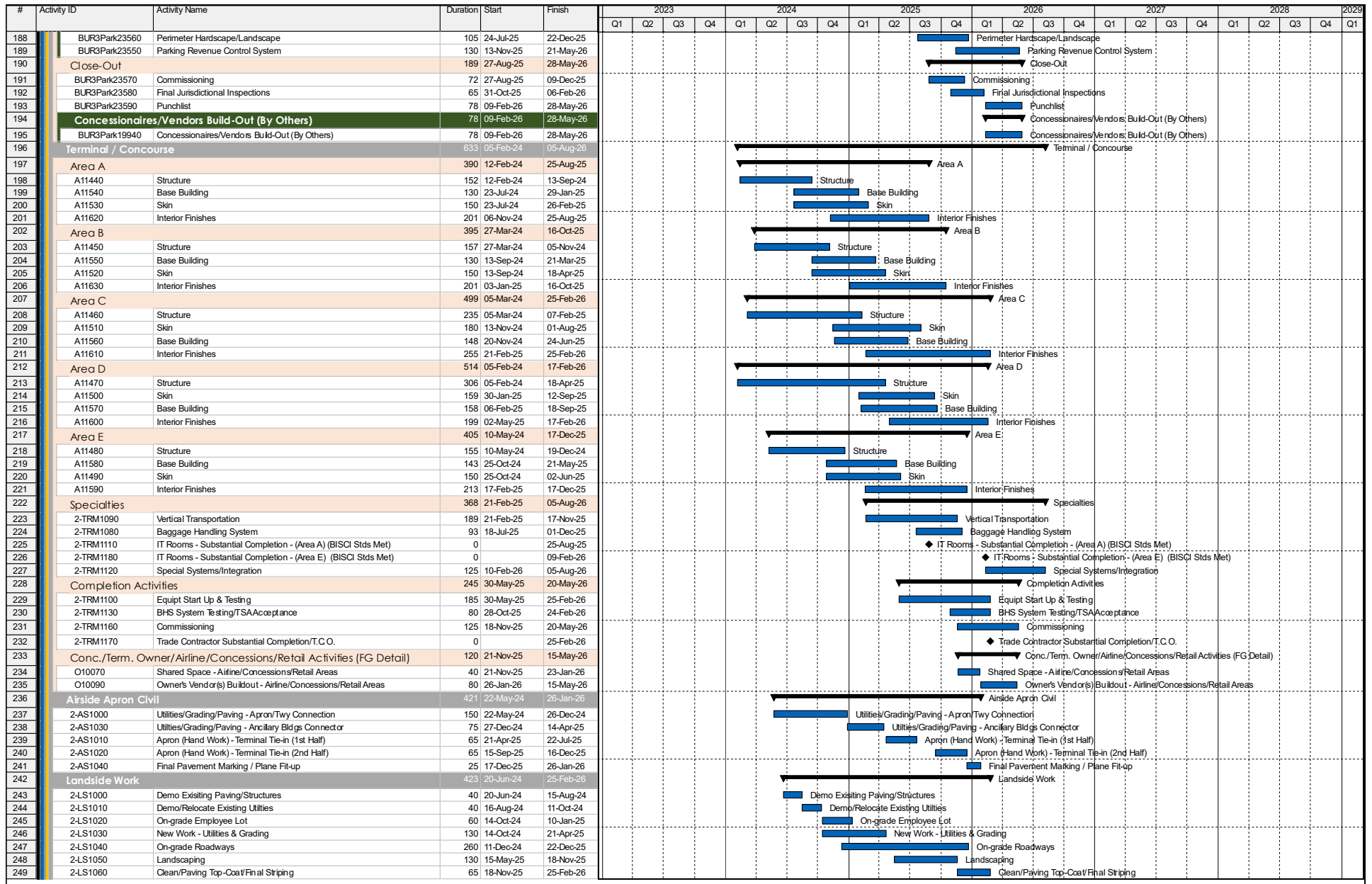


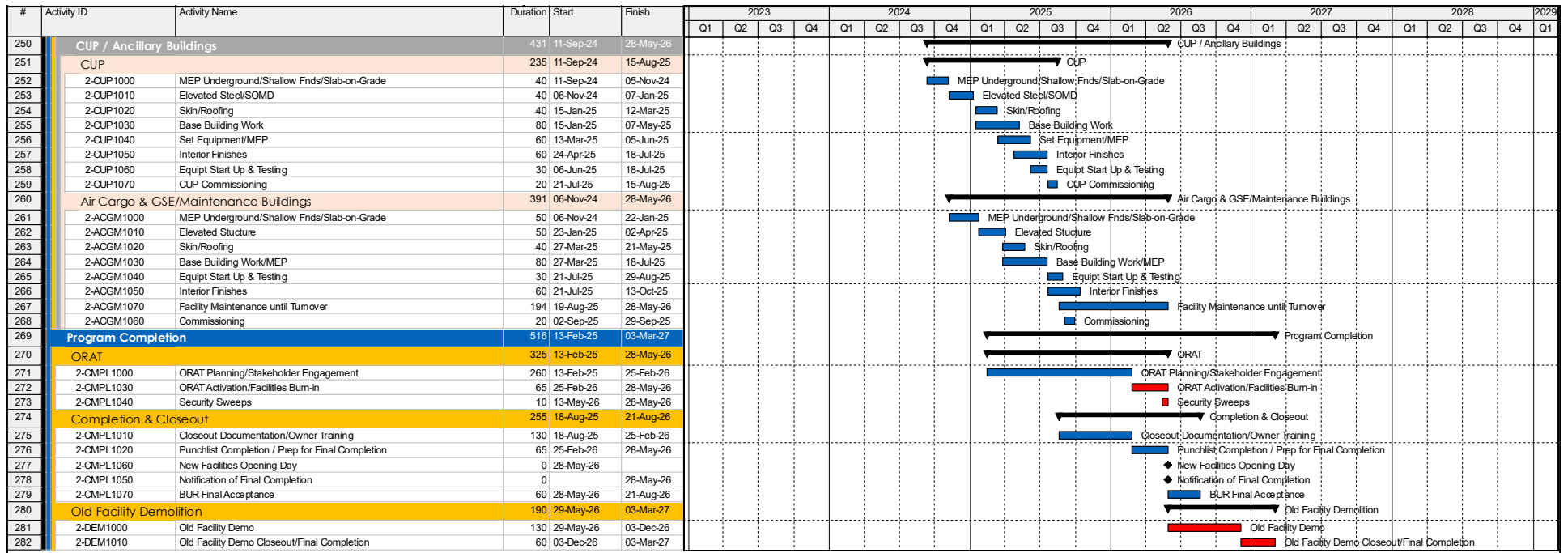
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Statement of Ability

Our design-build team is in complete alignment with BGPAA's stated opening day goal of September 30, 2026 and we affirm our ability to deliver on that promise. In fact, **our CPS outlines a plan improving upon the requested opening day date by four months opening May 2026.** We have outlined our schedule in the previous question.

Our team will manage the schedule utilizing Lean Construction principles and implementing the following project approaches below:

Project Approach	
Stakeholders Involved in Front-End Planning & Design	Our team engages stakeholders throughout the process to extract and understand critical values and requirements. The team evaluates, synthesizes, and incorporates these elements into the design and construction planning.
Lean Approach to Project Planning	Our team uses Lean Construction principles of project planning, with the end in mind, throughout project. The conceptual project schedule is developed using our collective project experience and is tailored to BUR RPT's unique qualities. The summary schedule shows each major facility and its interface with the other facilities, as well as the "bookends" of the major components within each scope of work. Once the trade contractors are on-board, pull schedules are developed in a team environment. We coordinate this effort with the end result being a detailed construction schedule that supports the project goals, that each trade contractor has contributed to, and is contractually finalized in the first 60 days of the project.
Transparency	A core value of our team in working with BGPAA, the program manager, subcontractors, and stakeholders as one integrated and collaborative team to deliver design excellence.
Defining Value as Satisfying the Client's Requirements	Our value-add is manifested in a detailed and thorough workplan that will prove in construction that we can exceed your schedule expectations.
Virtual Design & Construction	Our team's experience and leadership with 3D, 4D, and 5D BIM integration will allow the trade contractor partners to maximize their production, minimize the amount of material or rework needed, and reduce their overall costs.
'Just in Time' Deliveries	No materials are brought on site unless they will be installed in the near term to ensure we maintain sufficient space and reduce the potential for damage. This is our mantra on large sites with extensive available laydown areas - it is doubly important on a tight site such as the BUR RPT.
Six Week Look-Ahead Schedules	Team will invite BGPAA and the stakeholders to participate in schedule coordination and development. By breaking down the milestones, the predictability of the schedule is increased and progress improves due to the identification and removal of constraints. While the project implementation team will be focused on the 6 week look ahead, the leadership team will have a 3-6 months out view, with the opening in mind, and using their collective knowledge to help identify and mitigate potential issues further down the road.

We look forward to the opportunity to further develop the schedule in collaboration with BGPAA's team that will ultimately deliver a successful project turnover.



Phoenix Sky Harbor International Airport

Section Three
D-B Project Approach
[CONFORMED] Exhibit D

D-B Project Approach

Our entire progressive design-build approach is based on being a collaborative, high-performing team, utilizing technology and innovation to enable success. We plan our work, work the plan, and establish clear expectations throughout. BGPAA and the stakeholders are an extension of the project team and essential to the development and execution of the project. Our flexibility enables us to quickly react to make adjustments as new information is available or conditions change. **You can count us to be transparent and timely with all that we do – we earn your trust.**



RFP Question: Provide a narrative explaining your approach to implementing the Project under the progressive design-build delivery method. At a minimum, the narrative shall cover approach to the following:

1. Architectural design and philosophy

- a. Designing a campus-like environment which includes a public building, parking facility, support facilities, and roadway network.
- b. Design excellence.

Architectural Design & Philosophy

Consistent collaboration between the BGPAA, the program manager, Design-Build team, and other key stakeholders builds trust and buy-in. Project decisions are based on a common vision, well-defined information, and consensus. We realize that success is dependent on achieving BGPAA's definition of Design Excellence – developing a replacement passenger terminal that builds safety; meets applicable standards and codes; is convenient and easy to use; and provides a distinctive design that enhances community pride and creates a sense of place. Achieving Design Excellence is the value of Progressive Design Build done right and a collaborative approach is paramount to gaining valued insights for the whole team to contribute to the best solution. We understand that this is the first progressive design-build project at BUR and we know how to ensure success with this delivery method. Our team plans to conduct teaming sessions led by DBIA representatives, to educate the entire team on the processes, decision making requirements, the expectations of each party, and define common goals and understanding of what makes the BUR RPT project successful for all parties.

Creating a Best-in-Class Airport: Our Approach

As noted in our RFQ response, airports are a microcosm of the cities they serve and must be planned and designed to integrate into the fabric of the community. The key to developing a successful brand new airport campus setting is to create a site layout and architectural expression that accounts for the needs of all users of the facilities, including airport staff, concessionaires, airline business partners, and of course, the passengers. Each group has specific operational and experiential goals that must be met for the long term success of any airport facility. We draw on our long history of operational planning, a focus on user experience, and a foundation of data driven design to address the various drivers of design, and synthesize solutions into a cohesive and sustainable whole.

What defines best in class airports? While all airports are unique in their scale, operations, passenger profiles, and geographic locations, the best airports share a common set of characteristics:





Sense of Place

Burbank is one of the most unique American cities when you consider its social, cultural, economic, and overall significance in the American landscape. Our design explorations always start with a process of discovery. Our work is inspired by the place and culture for which it is created, and only with our deep understanding of this can we develop meaningful design solutions that are truly responsive to the highest aspirations of Burbank to create an aviation experience befitting of the vibrant and innovative city and region that it serves.



Long Beach Airport



Operational Efficiency

Quite simply, the best airports work well because they are efficient for the passengers and operators, which drives economic viability. Our team brings decades of operational knowledge of similar sized best-in-class airports such as LGB, DAL, BNA, and OMA. This knowledge, along with our understanding of emerging technologies ensure that the design is grounded in a solid strategy of optimizing aviation and passenger operations. Optimizing structural and mechanical systems to provide maximum flexibility allows easy reconfiguration that accommodates inevitable changes. Ensuring logical and appropriate levels of redundancy in ticketing and baggage systems allow easy re-allocation as airline activities change over time. This aspect of design segues into one of the most important aspects of aviation today, changes in technology.



Technology Integration

Technologies across the aviation industry are rapidly evolving and changing the way airports operate. Airports must accommodate current and future technologies in a way that integrates the passenger experience into the technology saturated life of today's passengers, while maintaining flexibility during this time of rapid change. Our team's experience, thought leadership, and research to propose solutions that do not simply accommodate technology, but leverage this new reality, benefit BGPAA to elevate both operations and passenger experience. **We keep a pulse on industry innovations and know how they operate, giving us a deep understanding of how to integrate these new technologies harmoniously into the airport ecosystem.**



Biometric Self Bag Check



Passenger Amenities

As time becomes more precious in our society, passengers want opportunities to experience a wide variety of local food, shopping options, along with amenities such as areas for families and pets, creates passenger centric environments that increases passenger satisfaction, extends the culture of Burbank right to the gates, and increases airport revenues. Our team has developed industry leading passenger experience programs at airports such as DFW Terminal D, BNA, and LAX MSC. Using industry leading airports as benchmarks, our team collaborates with BGPAA to create a passenger hospitality experience unique to Burbank that drives both airport revenue and passenger satisfaction.



Clarity & Ease-of-Use

We believe that the most beautiful airport terminals are by definition, the easiest to understand and use. Our design approach focuses on the passenger experience by providing intuitive wayfinding through clarity in access to the site for pedestrians, private and commercial vehicles, public transit from the RITC, as well as parking and connectivity to the different facilities. A consistent design vocabulary for the campus facilities provides a cohesive aesthetic to define the new RPT. The incorporation of natural daylight, technology, and landmarks that act as gathering places and markers for pathways makes the airport easy to use and navigate. Our approach incorporates each of these ideas to create a unified design between the terminal, garage, and ancillary facilities while considering context to the surrounding areas to validate the design is appropriate within the campus setting and overall experiential goals of BUR.

Keys to Success

Our goal for the Hollywood Burbank Airport is to see the project through the eyes of the airport, its stakeholders, and passengers. With that in mind, our approach focuses on the following areas:



The passenger experience is formed by the convergence of four distinct attributes that our design brings Hollywood Burbank Airport:

1	Unique: Responding to the unique circumstances of the site, environmental conditions, BUR's operational models, community culture, history, and people that it serves
2	Seamless: Passengers can navigate the travel experience with reduced friction and stress. Providing information, amenities, and services where and when they are needed. From the entry to the airport campus, all the way to the boarding door – and all points in between.
3	Disciplined: Creating designs that are aesthetically pleasing, but also responsive to business realities and budgets such as an efficient baggage system, alternative aircraft access, maximizing operational space within the square footage cap, or other “must haves” that can be accomplished within tight budget parameters.
4	Experiential: Combining elements of intuitive wayfinding, technology, and hospitality for a design that provides comfort and convenience to the passenger.

Client Engagement & Visioning

Visioning is a collaborative process lead by the design team, just as we’ve done at numerous airports across the country including BNA and LAX. Each step of the process is designed to take the design team and client through a series of activities that explore client and user culture, experiential and performance goals, opportunities, challenges, and overall aspirations.

Building upon the public design charrettes, this visioning establishes project specific design objectives that speak to the macro-level goals of the project beyond just the technical program requirements. These mutually agreed upon goals become touchstones for the project and establish our guiding principles for the design work that follows. This process benefits the client and the design team by quickly uncovering opportunities and challenges while creating consensus amongst various decision-makers on the different aspects of design. The data is then translated into form and shape, whether reinterpreting the romance of Hollywood, borrowing elements of local architectural styles of the past, or developing an expression of the future, we focus on direct involvement of BGPAA’s team and community input.



This philosophy approach can be seen in our design team’s previous terminal designs, such as Sacramento, where agriculture and the outdoor lifestyle influenced the open, daylit terminal, or Long Beach where the sense of community inspired the idea of a gathering place, or LAX where the ocean theme was reinforced with the “swell” roof form of the West Gates at Bradley to compliment the original terminal. This is the process we bring to the Burbank Airport to explore the possibilities that result in the iconic statement that is Burbank-Glendale-Pasadena.



Creating A Campus-Like Environment

Clarity, Cohesion, & Responsibility

A campus is more than just a collection of buildings in proximity to each other. It must provide users with a clear and cohesive sense of place that is easy to access, understand, navigate, and use – and do so in a manner that creates an enjoyable and memorable experience. We have started to explore ways to streamline and improve the vehicular flow, reducing traffic on the roadway by the efficient and intuitive management of various vehicle modalities as they interface with roadways and parking.

We have started to explore ways to streamline and improve the vehicular flow, reducing traffic on the roadway by the efficient and intuitive management of various vehicle modalities as they interface with roadways and parking.

While the siting of an airport terminal is primarily dictated by access to the airside, its relationship to the roadways, garages, and the public spaces that serve it is critical for several reasons. **Providing ease of connection between structures is important to simplify public wayfinding and provide an increased level of service from a user perspective.** While a truly “seamless” experience from car to terminal is not possible, reducing the “friction” is a key goal. This is done through a combination of thoughtful physical planning of facilities, accommodation of the various existing transportation modalities, integrated wayfinding, and architectural “cohesion” to provide a holistic and elevated passenger experience as they interact with multiple buildings, transportation modes, and passenger processing operations. The architecture of the terminal, garages, roadways, public plazas, and active curbs, regardless of the final aesthetic approach, should always respond to the needs of the passengers, elevating their experiences, and easing the often complex and stressful act of air travel.



"Being a part of the BUR RPT is a once in a lifetime opportunity to leave an indelible mark on the architecture of the region. The greatest accomplishment is defining the sense of place for Burbank, an idea that the community can really rally behind and take pride in the end result."

– Brent Kelley, Proposed Design Lead at BUR RPT, Corgan

Sustainability plays a significant role in campus design from both a land use and building design perspective. Identifying opportunities within the design that reduce the carbon footprint is a necessity, especially here in California. We approach sustainability from the very beginning of design and continue that focus through construction operations and maintenance. Once an eco-charrette is completed, we'll be able to determine those areas of greatest concern, plan an approach for incorporation, and determine best alternatives to achieve the highest level of LEED and/or WELL certification. With our understanding of codes governing this project and knowledge of Title 24, the facility will easily achieve LEED Silver. But more importantly, based on our experience LEED Gold is also achievable based on design decisions and material selections. While Platinum level may be a stretch, it remains a possibility.

The subsections below dive into more detailed explorations of the building components that comprise the campus. We provide insight into our approach and thoughts on creating a cohesive and efficient campus for BGPA.

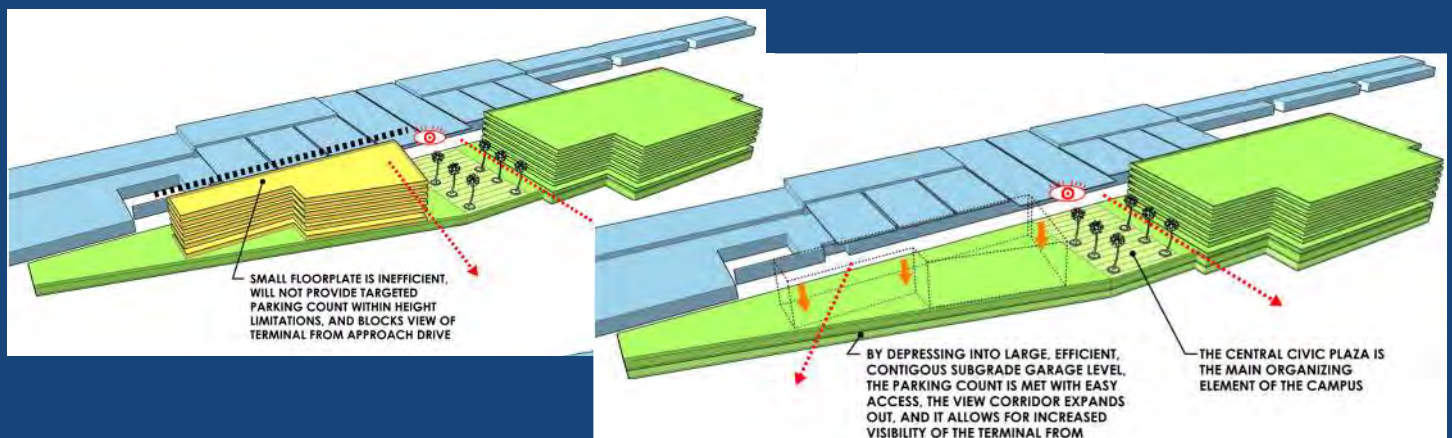
The Terminal as Public Building

Our approach to design for the BUR RPT as a public building centers around a contextual approach that reflects the people and culture which it serves. Utilizing the information collected from the charrette workshops, the exploration of ideas for the new terminal are found in the input from the community. From this foundation, the design team has done further study and creative brainstorming to understand the rich tapestry of culture and history that defines Burbank and the greater region, and how it can inform the design of the new terminal and campus. Many members of the design team reside in the San Fernando Valley and greater Los Angeles area and identify with the unique characteristics of the region. This understanding is the starting point for envisioning a modern design that reflects the essence of Burbank while capturing the easy-to-use aspects of the original terminal facility.

The framework of any design begins with ensuring the plan addresses the functional needs of the operator and end-users. Our expertise in terminal design and construction allows us to quickly validate the needs and develop a footprint that creates an efficient operation while providing the greatest flexibility and passenger experience. Defining the passenger flow through the functional areas is at the heart of a successful terminal plan. Our philosophy is to create a linear process that avoids backtracking through the facility and architecture that provides clear, intuitive wayfinding.

We envision the idea of the “view corridor” becoming a public plaza where departing and arriving passengers are drawn to as they begin or end their journey

As we have begun exploring the RPT in plan, we have identified several ideas that can enhance the customer journey and maintain that easy-to-use experience that Burbank is known for. Starting at the entry, we envision the idea of the “view corridor” becoming a public plaza where departing and arriving passengers are drawn to as they begin or end their journey. This idea could translate into a gathering point where decisions are made to utilize the valet and public shuttles or access the parking structure. The plaza becomes the focal point and frames the primary entry to the terminal.



Original garage concept compared to a more efficient garage option with a vibrant public space.

We are exploring a variation on the layout of the garage – one that separates the passenger amenities from the parking functions.

To further enhance the plan and the architectural response, we are exploring a variation on the layout of the garage – one that separates the passenger amenities from the parking functions. The natural slope of the site allows for a semi-below grade level, increasing the footprint and providing for entry/exit as well as revenue control. In plan, this also creates the ability to separate the valet, shuttles, and ride share facilities within the lower south portion of the structure from the main parking that would be accommodated in the larger north portion

of the structure. The plan separation of functions and offset heights of the garage creates a more efficient floorplate and define a hierarchy in the massing. From a passenger experience perspective, it greatly improves the view corridor, and creates a memorable passenger experience that better ties the new terminal to the city and landscape beyond.

Parking Facility

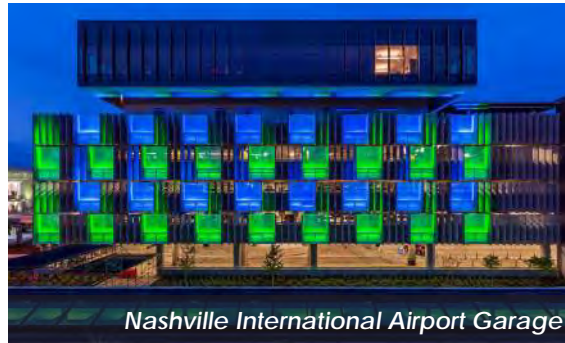
Access to parking and ease of connection to the terminal must be considered to provide a high level of customer service. The selected garage site adjacent to the terminal allows easy connectivity via an at-grade crossing or possibly a pedestrian skybridge. Traffic flow within the garage must be efficient to maximize the parking capacity understanding that floorplate configuration, floor-to-floor heights, and entry/exit locations have bearing on the overall design aesthetic. We are confident that we can meet all of these customer service levels while strictly adhering to the DA requirements for the parking deck height, capacity, and view corridor requirements.



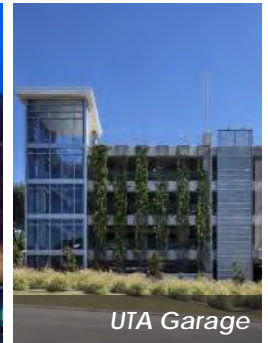
ATL Parking Deck



Jackson Street Garage



Nashville International Airport Garage



UTA Garage

Additional considerations for the garage design include:

- **Floor-to-Floor Heights:** To accommodate commercial traffic and the valet drop-off, sufficient height for various vehicle types must be planned within the design. The 13' high clearance noted in the PR's may be sufficient but a more in-depth analysis is necessary to validate this assumption. General floor to floor heights must accommodate ADA accessibility and to reduce cost, the top deck could be open air without covering.
- **Vertical Access:** Vertical access must be accommodated for both vehicles and pedestrians alike. Final design can determine the use of ramps or helices based on floorplate configuration and the best customer experience. Easy access to elevators and stairs enhances the customer experience and wayfinding through the garage.
- **Design Aesthetic:** The design aesthetic of the garage is an important consideration as it is one of the focal points of the new campus. The architectural vocabulary should be consistent with the terminal but take a secondary position to the terminal. Understanding design goals, such as façade treatments, form and massing, and the idea of view corridor are aspects that must be considered in determining the overall size and shape of the garage. A façade treatment can be beneficial to add interest but should be designed to avoid the need for mechanical ventilation.

We have started to explore multiple potential aesthetic approaches to this garage, and have provided conceptual graphics later in this section.

- **Configuration:** Creating an efficient floor plate is important not only for passenger wayfinding but also to reduce cost and meet the schedule. The initial planning of the garage envisioned two towers maintaining the view corridor. We understand the goal of BGPAA and have begun developing ideas that utilize the natural slope of the site to gain a larger footprint below the terminal finish floor level and reduce the need for the south tower that would be constrained by the narrower site. This idea allows for a more expansive view corridor, creates a more welcoming passenger amenity space, and provides for immediate line of sight on the terminal approach.

We have begun developing ideas that utilize the natural slope of the site to gain a larger footprint below the terminal finish floor level and reduce the need for the south tower.

As the budget is established, decisions on fenestration, form, and footprint can help define the character of the garage and provide a complimentary, contextual design to the new terminal.

Support Facilities

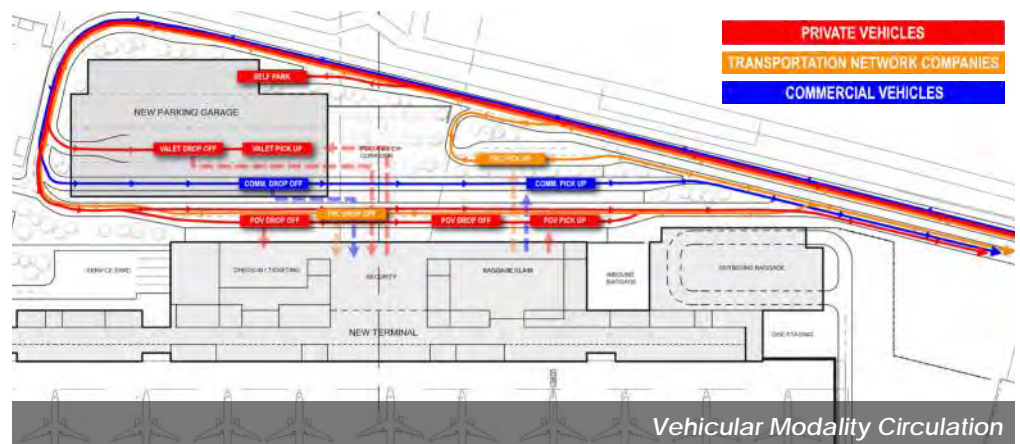
Support facilities are critical to the operation and must be sited in such a way that cost is minimized, and efficiency is maximized. Location of facilities such as the central utility plant, GSE facility, and Cargo facility on the north end of the campus provides easy access and serviceability while separating service vehicles from private vehicles. Airside access is also a consideration in the siting of these facilities to provide for easy access to security gates and the AOA for efficient operations. Minimizing utility runs, ensuring adequate operational staging space, and incorporating the appropriate security access are important considerations when designing and locating ancillary facilities within the campus.

Roadway Network

To begin the journey, an approach to the site must be obvious and intuitive while efficiently processing the traffic flow on and off the campus.

- **Entry points identified in the planning documents:** Allow for ease of access and clear wayfinding to each of the functional facilities, including private, public, and service vehicles.
- **Planned roadways:** Provide a clear line of sight to the destination and provide adequate capacity for the anticipated traffic flow and accommodate peak hour traffic. This key point should be further analyzed to ensure 2027 traffic and beyond can be accommodated, particularly as new technologies such as autonomous vehicles become more widespread. Planning for increased roadway width or a secondary entry/exit access point that could be incorporated later to ease traffic flow and enhance access to the site allows easy expansion to accommodate future growth.
- **Service access:** Must also be considered in the planning to accommodate larger service vehicles, separating them completely or as soon as possible from private vehicles.

Roadway exploration is not limited just to the terminal facility and airport campus. The landside experience starting from the city access roadways is equally important as this is the access to the front door. Since the primary function of the landside system is the efficient movement of people, traffic, and freight, access to the campus must provide clarity and capacity to facilitate the necessary movements in an efficient manner. The airport landside elements should operate efficiently, not only as stand-alone components, but as part of a cohesive landside system to enhance the passenger experience.



Today's airport terminal landside systems must accommodate a variety of functions:

- ✓

Vehicular Access
- ✓

Pedestrian & Bicycle Access
- ✓

Curbside Drop-off/Pick-up
- ✓

Access to Parking Facilities

While the public roadway system is beyond the scope of this project, the team's analysis provides valuable insights for negotiations with the City of Burbank for any modifications that should be considered to improve access to the airport campus.

Airport landside facilities are experiencing a period of rapid change due to emerging technologies and the increasing customer behavioral adjustments that are reshaping the ways customers access and egress the airport. A holistic plan is necessary to right-size and map out the vehicle path of travel through the roadway system to accommodate access to:

- ✓

Passenger Departure & Arrivals Curbside
- ✓

Public Parking
- ✓

Commercial Curbside
- ✓

The RITC
- ✓

Accommodate TNC's & Shuttles
- ✓

Other Airport Facilities

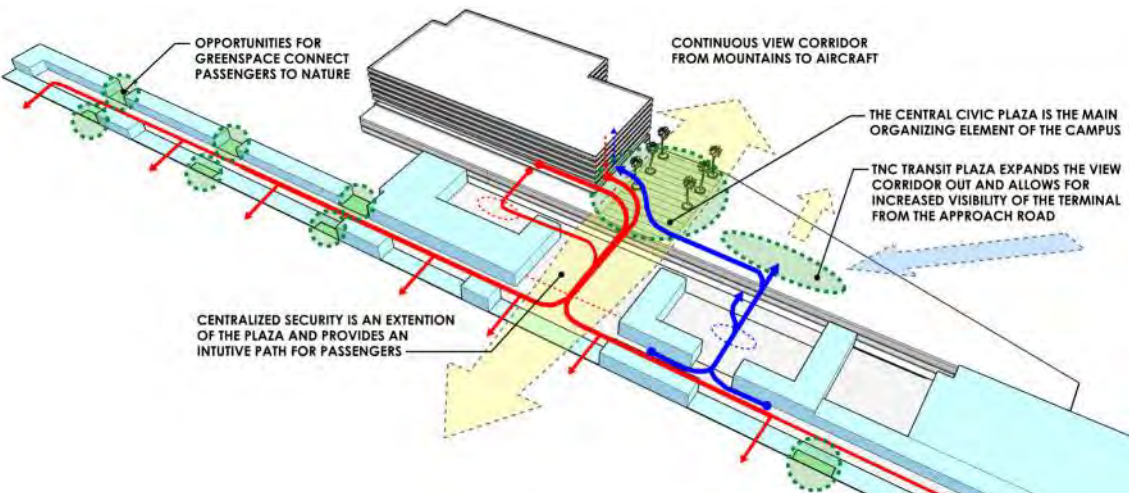
These aspects of the planning must be analyzed, ensuring the completed landside system maintains enough flexibility to accommodate capacity growth and future uses that are not realized today.

Airside Infrastructure

Development of the airside facilities is also a critical component of the BUR RPT. Our lead civil engineer brings a wealth of expertise in airside and utility design, which is a major component of the program. An understanding of the FAA guidelines, NFPA, and other codes define the parameters for the airfield, taxiways, and aircraft parking and equipment. Our team has delivered this same expertise in design on similar projects such as LAX, which in turn maximizes funding reimbursement opportunities. There are also numerous site challenges that must be addressed with the slope of the site at BUR:

<ul style="list-style-type: none">• 20' fall north to south• Aircraft layout• Storm water collection	<ul style="list-style-type: none">• Existing utilities• Ground load challenges• Level building finish floor vs. slope	<ul style="list-style-type: none">• Roadway and garage interface• FAA Tower access• NFPA slope requirements from the building
--	---	---

The site conditions inform design of the terminal building with regard to the potential need for jetbridges on some gates or changes in elevation within the building to accommodate the site slope. Quickly exploring the benefits or operational impacts is an important task in the first 90 days to define the most appropriate solution for the terminal and site.





Case Study: BNA Vision + Corgan

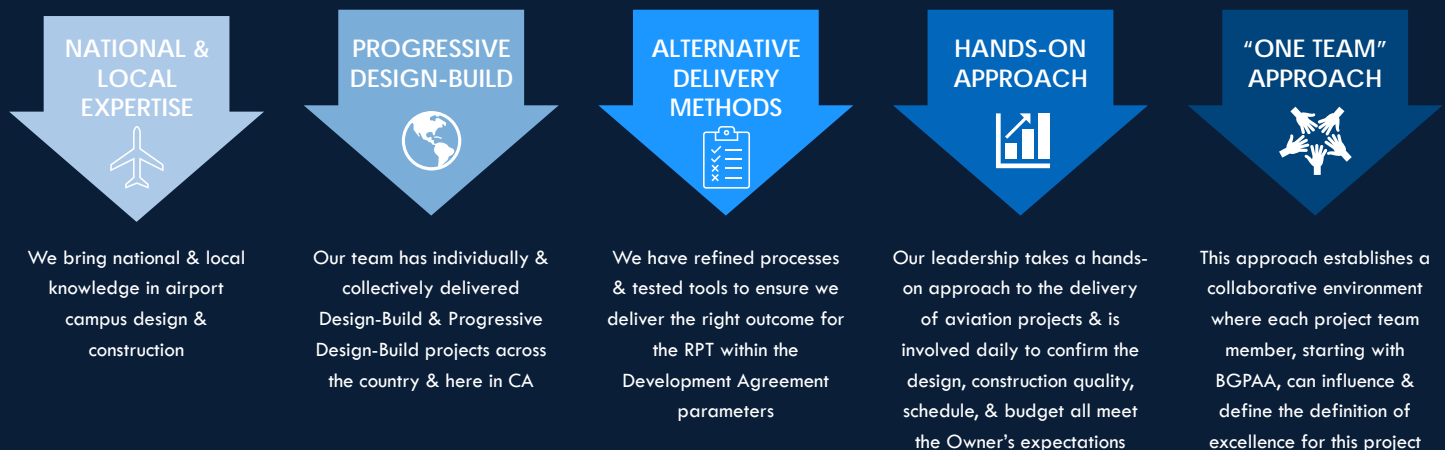
Corgan has been producing quality designs for BNA since 2008, when MNAA COO Robert Ramsey contacted Key Design Professional Ross Payton about producing a Design Development package for a new in-line baggage screening or CBIS system. This grew into a mutually beneficial relationship which included designs for a new lobby renovation, concourse studies and BHS system evaluations, ramp operation

development, a new Delta Sky Club, and the creation of the BNA Vision program, a growth and expansion program centered around supporting Middle Tennessee and accommodating Nashville International Airport's record-breaking passenger increases. Design themes for this program centered around connecting with the broader region, their love of the outdoors, and was developed using the Corgan visioning process. The biophilic design allows for the introduction of natural light that is sometimes dappled from clearstories and skylights while providing warmth through wood ceiling accents and greenery.

Corgan is serving as the Master Architect, and their design for this program is being implemented within three distinct phases in order to maintain airline and airport operations while minimizing passenger experience impacts.

Approach to Design Excellence

Bringing the best people, proven processes, collaboration, and unparalleled aviation design and construction experience is how our team delivers design excellence. Ultimately, the establishment of trust amongst the project team is a natural outcome of our approach.



Design Excellence means bringing best practices and innovative solutions in both design and implementation, and working as a collaborative project team to produce a functional, beautiful, and cost-effective product. Our collective experience at airports across the country including ATL, BNA, SLC, LGB, LAX, and SMF has shown that our process results in high-performing and memorable passenger experiences, facilities that reflect the sense of place, and projects that achieve design excellence. As we have proven on past projects, this Design-Build team brings benefits to BUR by working collaboratively to quickly develop alternative analyses, generate visually understandable options, succinctly guide the design process, and provide accurate cost and schedule data to deliver this project beyond your expectations.

Finally, design excellence is ultimately about the end product experience from the owner's and community's perspective. To truly achieve design excellence, the project must be a shared collaborative vision of ideas that incorporates proven technical experience with local influence and knowledge. Our approach first centers on maximizing local participation through available design resources to help create the sense of place, defining solutions that are constructible by local trades, and navigating the approvals processes. Our focus is on engagement of the local market so that in part, the Replacement Passenger Terminal is designed and constructed by the people who live, work, and play here in Burbank-Glendale-Pasadena region.

Our Design Ideas

Our approach to the design of the BUR RPT is based on a true partnership with BGPAA, but in preparation **we have begun collecting ideas and thoughts to spur dialogue and share the creative energy that we bring to our work.** We believe that there is no single path, but multiple paths the journey can take to discover the right response.

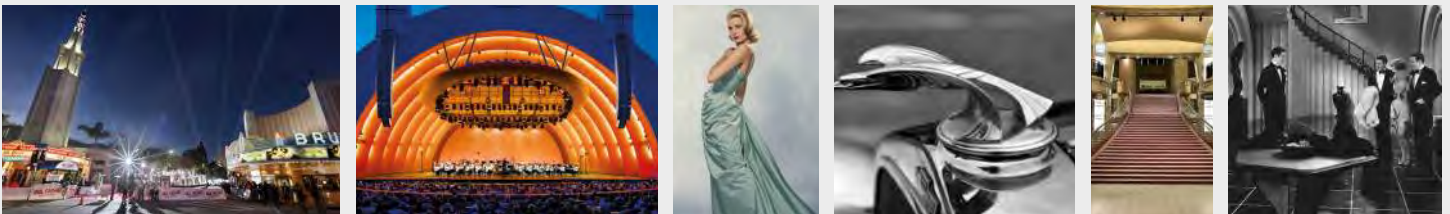
Burbank has an exciting, rich, and complex history and culture that defines its unique sense of place, but also in many ways helped to define the culture of the country as a whole. In our journey of exploration thus far, we have identified several major cultural themes and influences that can inform and inspire the BUR experience. These themes have inspired us to create three conceptual approaches to the architecture that each speak to distinct aspects of this most American of places. We are sharing our initial thoughts as a series of storyboarded “vignettes” that capture a “look and feel” that form the foundation of a holistic experiential design. Each of these concepts are derived from a base concept plan aligning with the programmatic requirements for the project but drawing from various inspirations to define the Burbank-Hollywood sense of place.

The following vignettes are a collection of ideas, thoughts, and inspirations that are derived from the culture, location, and sense of place that is Burbank. This collection of thoughts is provided as a start of the exploration versus the conclusion of any single thought. The inspirations from Burbank are numerous and the ultimate ideas come from the entire team through visioning, explorations, and refinement. To begin our journey together, we offer these thoughts based on the three ideas noted but illustrates various ideas of what the architecture might be without selecting any one style.

Inspiration & Precedent...

Just a bit of what we're exploring...

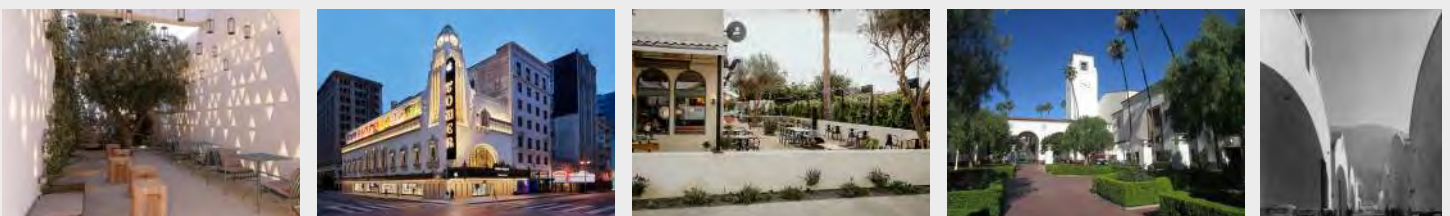
Art Deco, Hollywood Glamor, Arc & Curve Silhouettes, Sparkle, Polish, Reflection, Iconic Shape



Clean Lines, Atomic Age Optimism, Blending Inside & Out, Planar, Striking Geometric Forms



Natural, Warm, Grounded, Human, Textured, Intimate, Personal, Tactile



We're excited to give you a glimpse into this thought process

Coming Soon...

The Opening Act - Shot 01

The Icon

Inspired by the iconic glamour and glitz of Hollywood with influences of the silver screen, curves, and silhouettes, represented through sculptural forms and rich surfaces.



The Century

Inspired by mid-century optimism with influences of local architecture and landscape, represented with clean lines, geometric forms, and connections to nature.



The Paseo

Inspired by the local neighborhoods and community with influences of human-scale and outdoor spaces that are grounded, textured and tactile, creating more intimate spaces.



The Call to Adventure - Shot 02

The approach view - show passengers the journey ahead!

THE ICON



shimmering flowing forms of a red carpet gown

color, sparkle, and lighting at tower element

strong repetition of geometric forms - natural materials

THE CENTURY



THE PASEO



Civic plaza is for people...not cars!

TNC plaza creates landscaped forecourt to open up views

Crossing the Threshold- Shot 03

Post Security - you are on your way!

THE CENTURY

*Warm wood ceiling
and exposed structure*

*continuous views from
front door to airfield*



filtered western light

glimpses of nature

THE PASEO

The Adventure - Shot 04

Discovery and excitement!

*pocket gardens blending
indoor and outdoor*

natural light

THE CENTURY

filtered western light



screened courtyards



*integrated concessions on
par with neighborhood
restaurants*

THE PASEO

The Adventure - Shot 05

The adventure is complete!

THE CENTURY

*intuitive wayfinding -
views from holdrooms to
claim to curb*



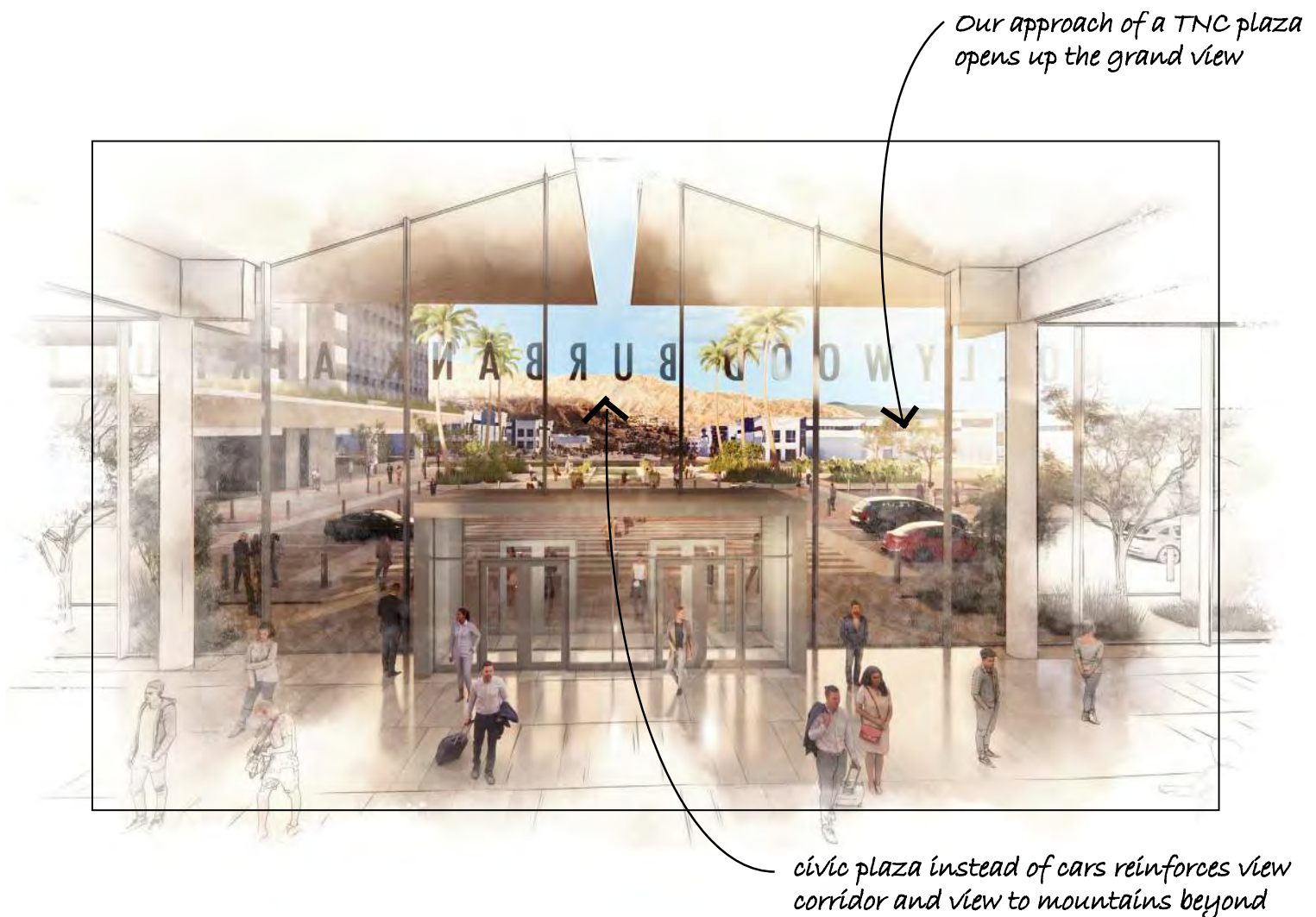
*direct views and access to
nature and outdoor space*

*intimate neighborhood
scale*

THE PASEO

Closing Shot - Shot 06

Onward towards a new future!



- ? **RFP Question 2:** Civil engineering design and philosophy
- a. Blending multiple grading requirements (ADA, NFPA, FAA, etc.).
 - b. Storm water quality management and low impact development.

Civil Engineering Design & Philosophy

Our civil engineering philosophy is centered around information collection from the beginning. It has been said that "you don't know what you don't know", so we believe in eliminating as much of the unknown as possible. The collection process comes in numerous forms including as-built review and other pertinent documents, site surveys, and sub-surface investigations.

One of the key areas of focus for our team during the design process is on the on existing conditions, including site utilities and terminal interfaces. We recognize a significant risk in working at an operating airport is the challenge of unforeseen conditions and unknown utility routings. More importantly is the impact these utilities could have on airport operations, if the system were damaged during the course of construction. To develop a better design, Burns & McDonnell's knowledge of the existing airport utilities and the city's records allow us to quickly build an accurate base model.

However, we understand the challenges of development on the old Skunkworks site and the record as-builts may not be entirely current. In order to minimize risk to the project schedule, early site investigation is a must and we can consider utilizing innovative technologies, available on the market today for sub-surface detection. The technology of these detection systems continues to improve and can locate objects more accurately than traditional ground penetrating radar solutions.

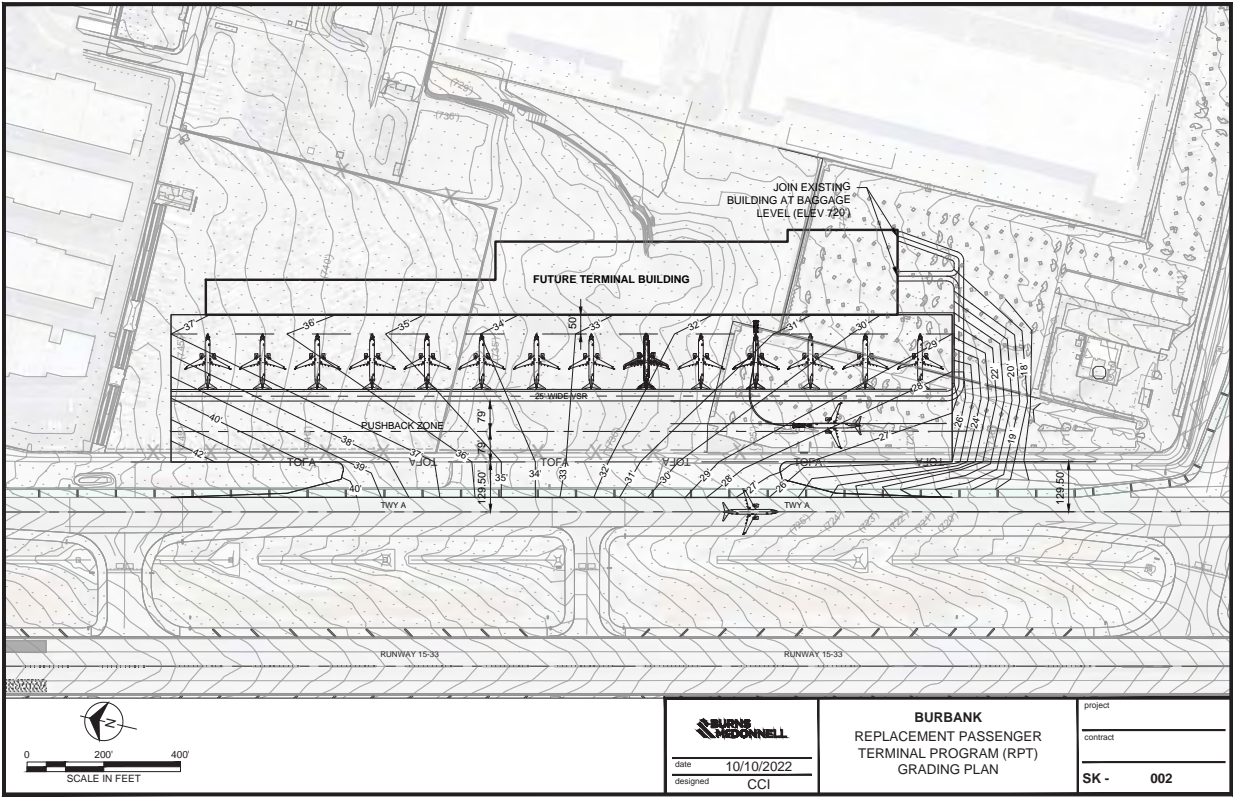
Blending Multiple Grading Requirements

The grading challenge to the BUR RPT involves a difference of 28 feet between the grade at the northwest corner of the site and the proposed arrivals/departures roadway grade on the southwest corner.

Our approach to the airside and landside grading solution involves evaluating the existing slope between Taxiway A and the edge of the new terminal building and modifying grades across the ramp such that the slope in the North-South direction across the new 14 gates of the linear terminal is less than 1%. Our initial evaluation proves that we can minimize the effective slope and meet the required slope requirements to maintain a balance between the site slope and the building finish floor.

We have developed this solution in accordance with a combination of the FAA's airfield and ramp design standards as well as the National Fire Protection Agency (NFPA) standards for apron grading and drainage. Both of these guidance documents require a 1% ramp slope for the first 50-ft offset from the building, with the ability to drop to 0.50% beyond that first 50-ft. We've limited the grade changes to a maximum of 2% per the ramp design standards.

This solution handles the significant elevation differential by utilizing a non-uniform, yet compliant ramp drainage pattern and facilitates ground loading of the terminal gates at the ramp level. This has the potential to eliminate the need for passenger boarding bridges on the south end of the terminal concourse. This solution results in an elevation differential of only 7 feet from one end of the terminal building to the other end. The figure below illustrates our site grading solution.



The north edge of the ramp slopes towards a drainage inlet located 50-ft away from the building (as required by NFPA 415). The surface gradient on this end is designed to have a low point at this inlet between the northwest edge of the ramp, and the northwest edge of the building. Towards the middle of the terminal building, the apron surface gradient for the first 50-ft still maintains 1% positive drainage away from the building but, beyond this point, drainage flows north-south, perpendicular to

the aircraft parking direction. The south edge of the building finds a more standard drainage pattern with drainage flowing directly from east to west, parallel with the aircraft parking direction.

To connect the push-out zone to Taxiway A, we utilize a filleted taxiway connector design. The surface gradients between the edges of the pushout zone and the shoulders of Taxiway A vary, but maintain the requirements set forth in AC 5300-13B. These are intentionally disconnected to accommodate grading differentials that are beyond the allowable limits for aircraft path of travel.

Our creative approach also creates an opportunity on the landside of the terminal building to pitch the grade away from the parking structures and roadway system and tie both the utilities and the storm water system to the existing culverts and run-off facilities on the Hollywood Way side of the property. Taking advantage of the natural grade enables a more efficient design of the garage, allowing for a lower level open to the east and eliminating the need of a bifurcated structure. In turn, we can create the necessary slopes to meet ADA requirements for passenger access.

Storm Water Quality Management

The City of Burbank refers to the Los Angeles County Department of Public Works Hydrology Manual as its basis of design for storm drainage facilities. The Hydrology Manual requires that a storm drain conveyance system be designed for a 25-year storm event and that the combined capacity of a storm drain, and street flow system accommodate flow from a 50-year storm event. Areas with sump conditions are required to have a storm drain conveyance system capable of conveying flow from a 50-year storm event.

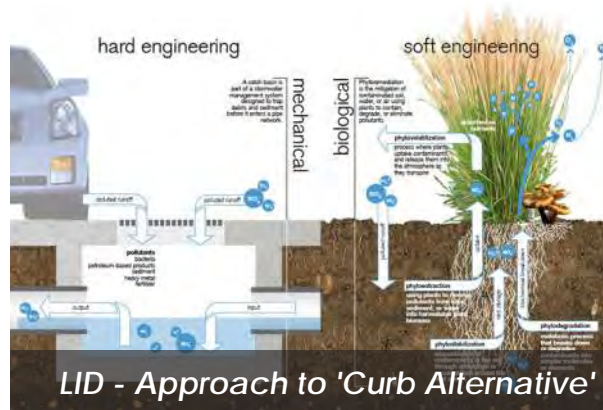
Given the potential for the proposed project to contribute pollutant loads to storm water flows during construction and operation of proposed uses, the project is subject to the requirements of the NPDES permits and municipal code requirements. The City of Burbank implements the requirement to incorporate storm water BMPs through the City's plan review and approval process. During the review process, we submit our plans to be reviewed for compliance with the City's General Plan, zoning ordinances, and other applicable local ordinances and codes, including storm water requirements. Plans and specifications are reviewed to ensure that the appropriate BMPs are incorporated to address storm water pollution prevention goals.

This project is subject to the SUSMP requirements and we must control peak flow discharge to provide stream channel and over bank flood protection, based on flow design criteria selected by the City of Burbank. The source and treatment control BMPs are designed and constructed to collectively treat, infiltrate, or filter storm water runoff from one of the following:

Low Impact Development

The Low-Impact Development (LID) regulation was adopted by the City of Burbank on January 17, 2014 as Title 9-3-413 Burbank Municipal Code and approved by Ordinance No. 13-3,848; and amended on July 17, 2015 by Ordinance No. 15-3,865. The LID regulation is part of the City of Burbank's compliance with the MS4 permit.

LID is a stormwater management strategy with goals to mitigate the impacts of increased runoff and stormwater pollution as close to its source as possible. LID promotes the use of natural infiltration systems, evapotranspiration, and the reuse of stormwater. The goal of these LID practices is to remove nutrients, bacteria, and metals from stormwater while also reducing the quantity and intensity of stormwater flows. Using various infiltration strategies, LID is aimed at minimizing impervious surface area. Where infiltration is not feasible, the use of bioretention, rain gardens, green roofs, and rain barrels that store, evaporate, detain, and/or treat runoff may be used. The LID Plan is designed to control pollutant loads and runoff volumes to the maximum extent feasible by minimizing impervious surface areas and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use.



Design Management

Our hands-on design management approach is led by David J. Miller, preconstruction/design director and supported by your design integration team Mike Duwel, design integration director, Janie Mills, design integration manager for the terminal/concourse and Elton Murakami, design integration manager for the decks/ancillary buildings. Their sole responsibility includes collaborating with the design team to deliver high quality design document deliverables that balance the established scope, cost, and schedule requirements of the project from preconstruction through construction.



Case Study: Holder + Corgan Working Together

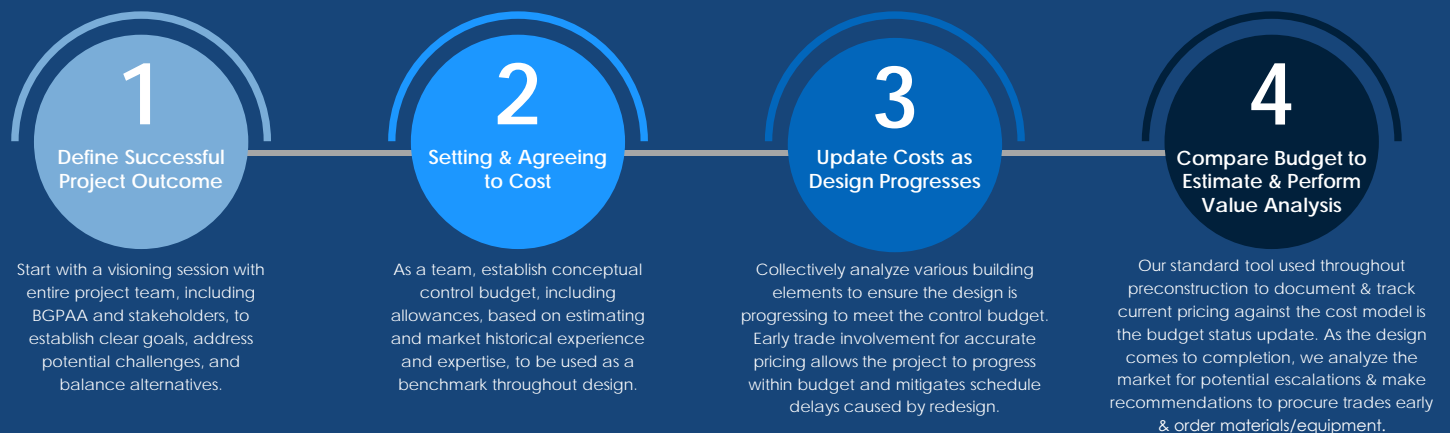
In 2004, the City of Atlanta decided to part ways with the original design team for the Maynard H. Jackson, Jr. International Terminal due to forecasted cost overruns once a CMAR firm was brought on board. When it came time to reset, the City of Atlanta selected a replacement design team to lead the re-design efforts with Corgan as a close partner. The Holder led Joint Venture started working closely with Corgan from various hand sketches of different terminal layout options. Ultimately, our team selected a scheme and established a control budget at Schematic Design that went to City Council for project approval. **The team delivered the project some five (5)**

years' later on time and under budget. This success story as the first true CMAR project in the City of Atlanta's history led to the City adapting our tools and implementing the delivery method on the vast majority of it's complex projects.

Holder and Corgan worked together to establish a scope and design vision, all while saving the client money.

Optimizing Your Program Through Target Value Design

Target Value Design is our team's preferred approach to collaboratively establishing the scope and budget of the project. We use Target Value Design to maintain or shift cost across established cost targets within the budget which may include team approved changes in cost strategies to achieve balance. It engages all project team members and stakeholders with the common goal of delivering the best value, most cost-effective project – distinctive and unique to BUR. While seemingly simplified, there are multiple steps to our Target Value Design approach.



Transparent Communication

The execution of the Target Value Design approach is predicated on the transparent communication amongst the team. Our team works with you to develop the communication tools that work best for BGPAA and your stakeholders to provide ongoing feedback on the cost model status to help guide the decision-making and design process in this progressive design-build delivery. Below are some examples of communication tools we have used in the past:

Option Analysis	Opportunities & Exposures	Value Analysis
Intent: Most frequently used in SD & DD	Intent: Tracked throughout the design phase &/or during construction	Intent: Issued with cost proposals based on design document issuances
Intent: To evaluate variables of specific options for materials, systems, & equipment. May include ROM costs, lead times, schedule impacts, or constructability concerns	Intent: To transparently communicate with the team changes in scope against the control budget that may impact cost or schedule	Intent: To summarize, prioritize, & be tracked in the BSU. Once VA is accepted & agreed upon, it is reconciled with the agreed upon WBS structure, so you can see the variances against the cost model & bottom line at any given time.
Tracking Mechanism: Typically presented as a detailed comparison analysis	Tracking Mechanism: Typically presented in an Opportunities & Exposures log with descriptions of the item & ROM costs/schedule impacts & shared with the project team to use as a decision-making tool for incorporation into design.	Tracking Mechanism: Typically VA is included in the BSU report which acts as a "cost roadmap" to provide clarity to the whole team.

Measuring Success

Co-location of the project team, BGPAA and design-build team, together in the early stages of the project is integral to success of Target Value Design so that real-time, face-to-face collaboration can take place. We employ a number of tools, including, technology, lean concepts, and flowline scheduling to establish benchmarks with predictable results throughout design and preconstruction. These benchmarks enable the team to collectively measure success at each step of our Target Value Design approach. Ultimately, Target Value Design is most successful when the following best practices are implemented amongst the team:



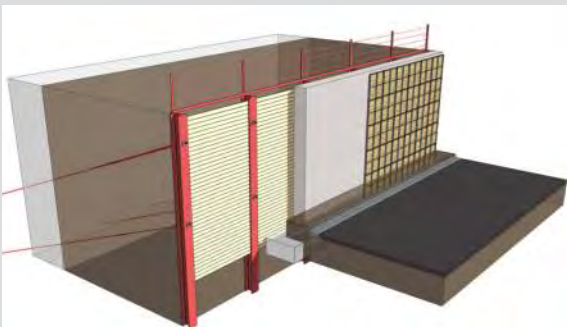
Construction Personnel Integration During Design

The HPTJV Design-Build team brings construction implementation expertise immediately upon Design-Builder selection and consistently throughout the design and preconstruction process. We understand that one of the primary benefits of progressive design-build is to minimize your risk during preconstruction by thoughtfully integrating with the design team to influence the design of the BUR RPT in the way it needs to be constructed. This means proactively accounting for all scope and constructability concerns during the design phase rather than waiting until completion of design documents after the GMP has been executed and trades have been awarded.

Kevin Fauvell, project director, and Fred Groome, senior general superintendent, use decades of complex, aviation project experience to lead the team and strategically deploy construction resources during the design and preconstruction phase of the project.

Our day-to-day construction operations team, Bob Bachtler, senior construction manager, and Sebastiano Cardella, senior construction superintendent, work in lockstep with Brian Nichols, senior preconstruction manager, to develop the workplan of the project. Site logistics, phasing, means and methods, construction requirements, and workflow all influence the cost of the project and are refined and accounted for as the estimate is developed. Memorializing this workplan in the trade contractor RFPs contractually and soliciting their buy-in occurs before the GMP and award so you can rest assured that the cost is covered and that the project runs smoothly. We plan the work, buy the plan, and work the plan. A well thought out job is efficient, safe and sets the job up for the highest standards of quality.

Our people are key to quality management which starts in design and preconstruction. In addition to developing the construction work plan during preconstruction, Bob, Sebastiano and our major construction team leaders are engaged to support Corgan, Burns & McDonnell and Cannon as the design is evolving to answer means and methods questions and conduct constructability reviews with the goal of minimizing RFIs, material substitutions, and uncoordinated submittals during construction to keep the project moving forward on schedule.



detailing of the permanent walls that are designed in place.

Shoring is going to be a major scope of work, requiring cost and schedule allocations, required for BGPAA to safely execute the project. It's required because we have an extremely constrained site that requires significant excavation for the parking deck and terminal. Providing traditional H-pile shoring and lagging enables our team to logistically manage ingress/egress, flow around the site, equipment mobilization, and laydown for materials. While shoring is primarily means and methods, HPTJV has already started to coordinate our site logistics plan with Corgan and Burns & McDonnell to ensure that we all are in alignment of the technical requirements of the shoring based on current geotechnical understanding of the site, the potential loads imposed and waterproofing

Through early collaboration, we developed a "roadmap" to an agreed upon target budget!

Stakeholder Involvement

Overall Approach

Early, often, and consistent stakeholder involvement is essential to coordinated collaboration of a complex new BUR RPT campus. Our team makes stakeholder engagement a priority by scheduling, facilitating, and tracking all required touch points and engagements to keep these diverse interests up to speed, obtain decisions, and solicit input.

Stakeholders are an extension of the immediate project team. Their involvement yields a project that is well designed, constructed and delivered on-time, on budget and safely, with the industry's highest quality. We have proven success with our approach at SLC Airport Redevelopment Program, ATL International Terminal & Concourse F and LAX West Gates at TBIT, by working with all levels of stakeholders from a position of openness and trust.

Engagement occurs through review of options and findings produced during planning and design to keep stakeholders involved throughout the process. By keeping facts at the forefront and sharing potential compromises while decision making, we have developed a long-standing reputation as consensus builders, building agreement on solutions that align with the program goals and form universal ownership.

Stakeholder Engagement Plan During Design

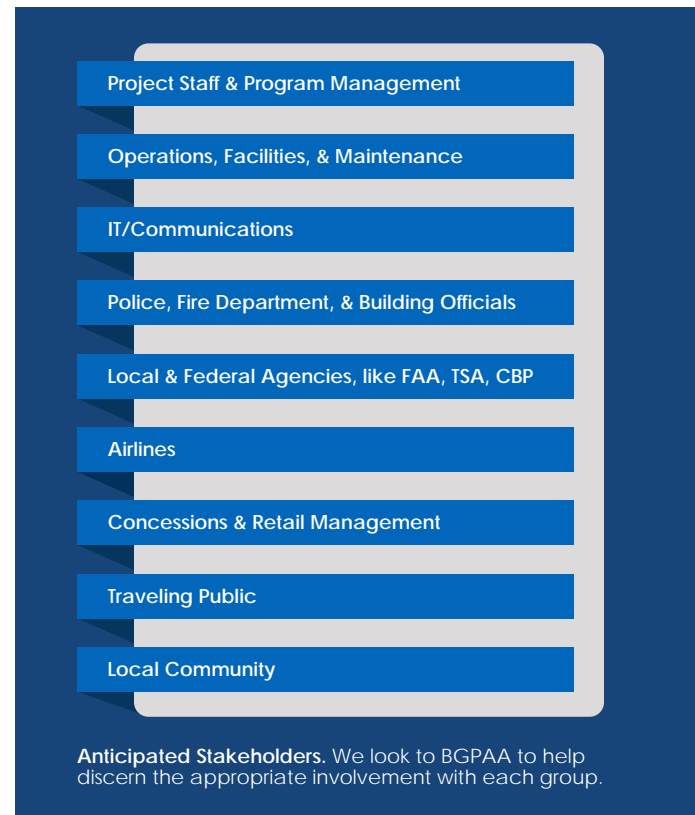
Our team recognizes the importance of facilitating the required and focused coordination of all stakeholders and have developed an expertise in leading the process in a proactive manner. To achieve a successful stakeholder program, we:

- Create an outline of priorities and project goals as determined by decision-makers through interactive visioning and workshops
- Define parties involved and establish the expectations for participation and involvement
- Develop a stakeholder coordination plan
- Validate the participation of all necessary parties
- Schedule work sessions with each group, accompanied with an outlined agenda and anticipated outcomes
- Produce a schedule or requirements, wants, adjacency needs, etc. for each group
- Validate the participation of all necessary parties
- Identify and track issues through resolution to ensure no issue is left out and document decisions

Case Study: LAX West Gates

We set Executive Briefings for high-level decision makers every 3-4 weeks where the significant design decisions and issues are identified with supporting graphics and illustrations. This process enabled the team to compress the schedule to go from project start to concept approval in just 4 months.

We propose that Corgan lead the Executive Briefings on the RPT starting immediately after award through Design Development so that identified issues can be discussed and direction provided at each session.



Framing Key Issues

We use the “funnel” approach to solve design issues, starting with framing up the larger, more complex issues and working our way through down to the details. This proven methodology allows engagement in the decision process to the desired level of detail.

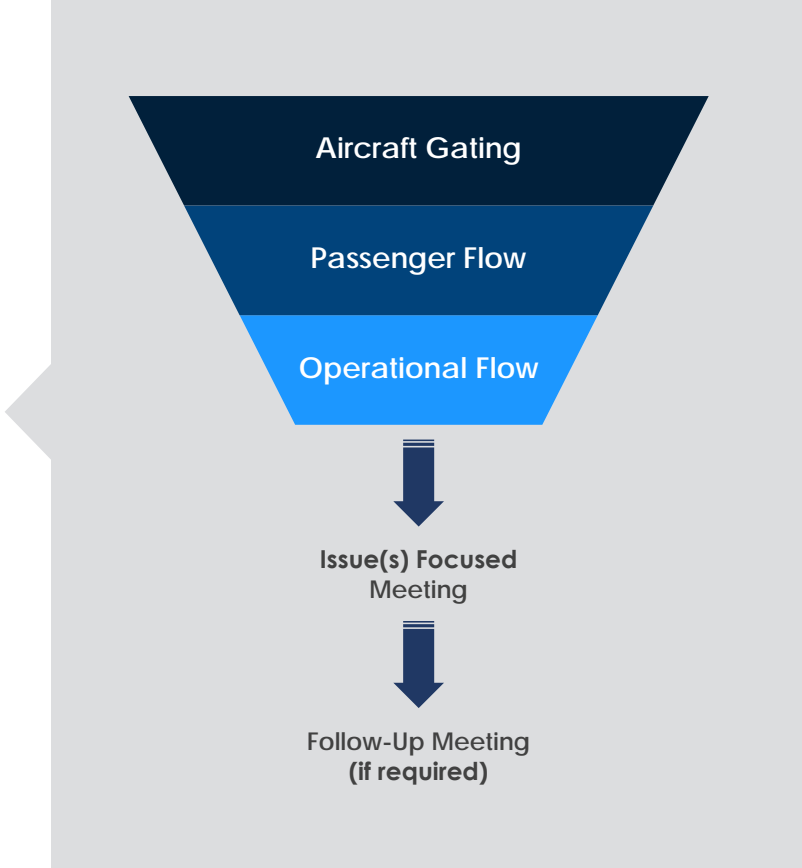
- 1

Systematically identify issues & preferences
- 2

Provide alternatives to resolve problems
- 3

Receive concurrence & direction
- 4

Keep forward momentum to the project



Stakeholder Workshops

We find that the best way to engage stakeholders are through four to five day workshops depending on the number of groups sharing the common interest and the topics to cover. We also find that “over the shoulder” reviews and day-to-day communications are useful when necessary to clarify questions and bring resolution to a particular group or groups with shared interests.

The information presented in the workshops would typically include:

- Design update status and review of open issues or resolutions, if applicable
- Review of design plans or other pertinent information building documentation
- Discussion of design elements, systems, or other components applicable to the audience
- Update questions or concerns in the responsibility matrix
- Additional follow-up information, if applicable

Tracking the Information Exchange

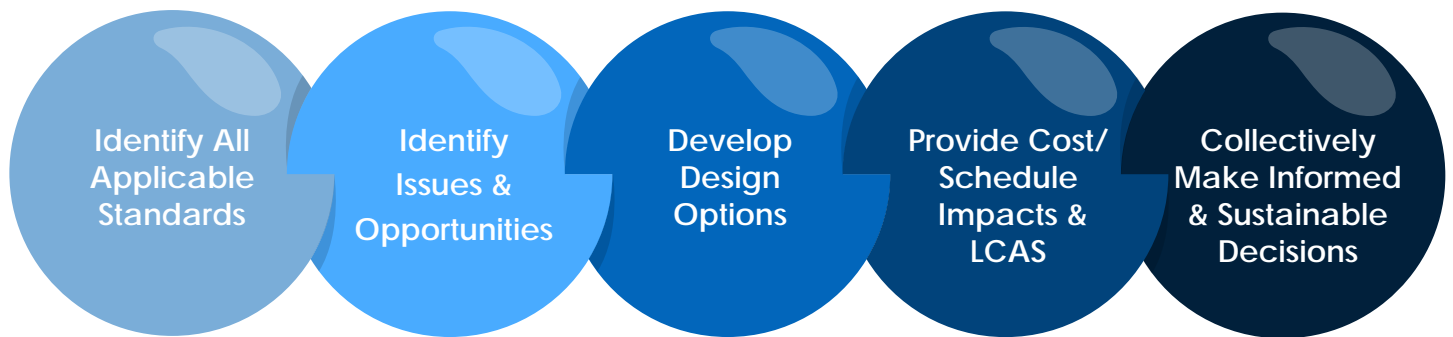
Tracking the information exchanged and the decisions reached are important to maintain project progress. The team documents meetings and appropriate discussions so that all members of the team stay focused on the end result. Several formats are utilized throughout the life of the project to record this information, including but not limited to:

- Drawing Packages
- Meeting Minutes
- Responsibility & Comment Resolution Logs
- Bluebeam Revu Studio Sessions
- BIM & Navisworks Models
- Presentations to Stakeholder Groups

Complying with Requirements

Our team understands the myriad of regulations regarding design and construction in California and especially as they relate to low impact development, waste diversion, water reduction and energy conservation – the foundation of which is Title 24. In addition, the Development Agreement imposes supplementary requirements which are considered as part of the design and construction process with the primary goal of reducing the project’s impact to the environment.

In all cases, there are sets of objective standards which set the minimum compliance levels allowed as well as elective elements which go above and beyond these levels. For a large, complex project such as this, the opportunities to quantify and address these concerns can involve considerable effort for the Design-Build team, especially our sustainability experts, as well as additional effort by the BGPAA and the stakeholders to analyze and make decisions to maintain progress.



We first start by identifying the standards which affect the project which are a combination of Title 24, California Energy Code, CALGreen, BUR Clean Construction Policy, City of Burbank Public Works, Water & Power, Development Agreement, and others. As a point of reference, new versions of the codes go into effect in early 2023 and we are already familiar with the new requirements.

There is a delicate balance which allows us to minimize impact on the environment while maximizing efficiency and benefits to BGPAA and the community, but we as a team must find this point. We recognize that there are considerable market impacts for a project this size on the construction waste management industry which has to be further evaluated, for example.

Our hands-on approach allows for thoughtful analysis of each of the project specific issues so that informed and sustainable decisions can be made and implemented into the design. Engaging the agencies in this decision making process early and often prevents a disconnect requiring a re-submittal that could ultimately impact the schedule.

Sustainable, low-impact design is good design. We are ready to present opportunities in which we can tailor this project to meet or exceed sustainability goal requirements.

Highest, Cost-Feasible Levels of Sustainability

The Development Agreement specifies specific sustainability goals for this project, requiring the project to “achieve LEED Silver certification or better, or the CALGreen equivalent of LEED Silver or better.” There are additional standards including the ones mentioned (WELL, Envision) as well as others including Green Globes, Fitwel, and BREEAM. Each of these systems have specific purposes and target specific goals which may or may not align with the airport's.



Our approach to attaining the highest, most cost-feasible level is to deconstruct the process and develop a set of goals with BGPAA to identify each item that’s important to you at the outset of the project. This is usually accomplished during the eco-charrette in conjunction with initial project visioning. To assure that we meet the goals and legal requirements, we review the sustainability requirements which are required by statute, in this case CALGreen Tier 1 (the equivalent of LEED Silver). In the case of these types of rating systems, there are a variety of points available, each with a specific impact on the project budget and schedule.

We have extensive experience in sustainable development and assist you in creating a baseline program which meets the mandated goals and provides you with the flexibility to choose another rating system which may provide documented compliance without impact to the schedule or budget. In any case, this is a mutual decision that needs to be made between your team and ours. There is a balance between capital and life-cycle costs which always drive cost-feasibility.

The CALGreen rating system consists of mandatory and elective measures. We provide BGPAA with a variety of options to address the mandatory requirements while maintaining the budget and schedule. Additional options for elective measures are also assessed and we work with BGPAA to develop a plan which meets the objective requirements and while also providing a “cushion” in case some of the points do not manifest. Each of the additional electives from either CALGreen, LEED or any of the other systems can be provided with a potential project impact and collectively we’ll develop a plan for design or construction side elements to meet your goals.

As these approaches are developed, we develop a matrix that describes each option, the cost or savings involved both initially and over the life of the system, and most important, a deadline for decision. The intent is always to provide you with the greatest flexibility while maintaining schedule and budget. The process is transparent and allows third parties to monitor progress, if necessary.

The earlier these plans are committed to and developed, the less impact and most cost-effectiveness they have to the project. Our goal is to provide BGPAA with a workable plan from day one with a series of enhancements to enrich the sustainability aspects of the project so that you are comfortable and confident to make early decisions and stick with them.

SUSTAINABLY DEVELOPMENT PLAN	
1.	CALGREEN
2.	BUR CLEAN CONSTRUCTION POLICY
3.	CITY OF BURBANK PUBLIC WORKS
4.	WATER & POWER
5.	DEVELOPMENT AGREEMENT
6.	OTHER FACTORS

Development Agreement Constraints

We are intimately familiar with the constraints and requirements of the Development Agreement and have studied and developed potential solutions to each of the required objectives. Below is our preliminary matrix based on the Development Agreement showing critical components for the site, terminal, parking deck, and connections to the surrounding transportation hubs.

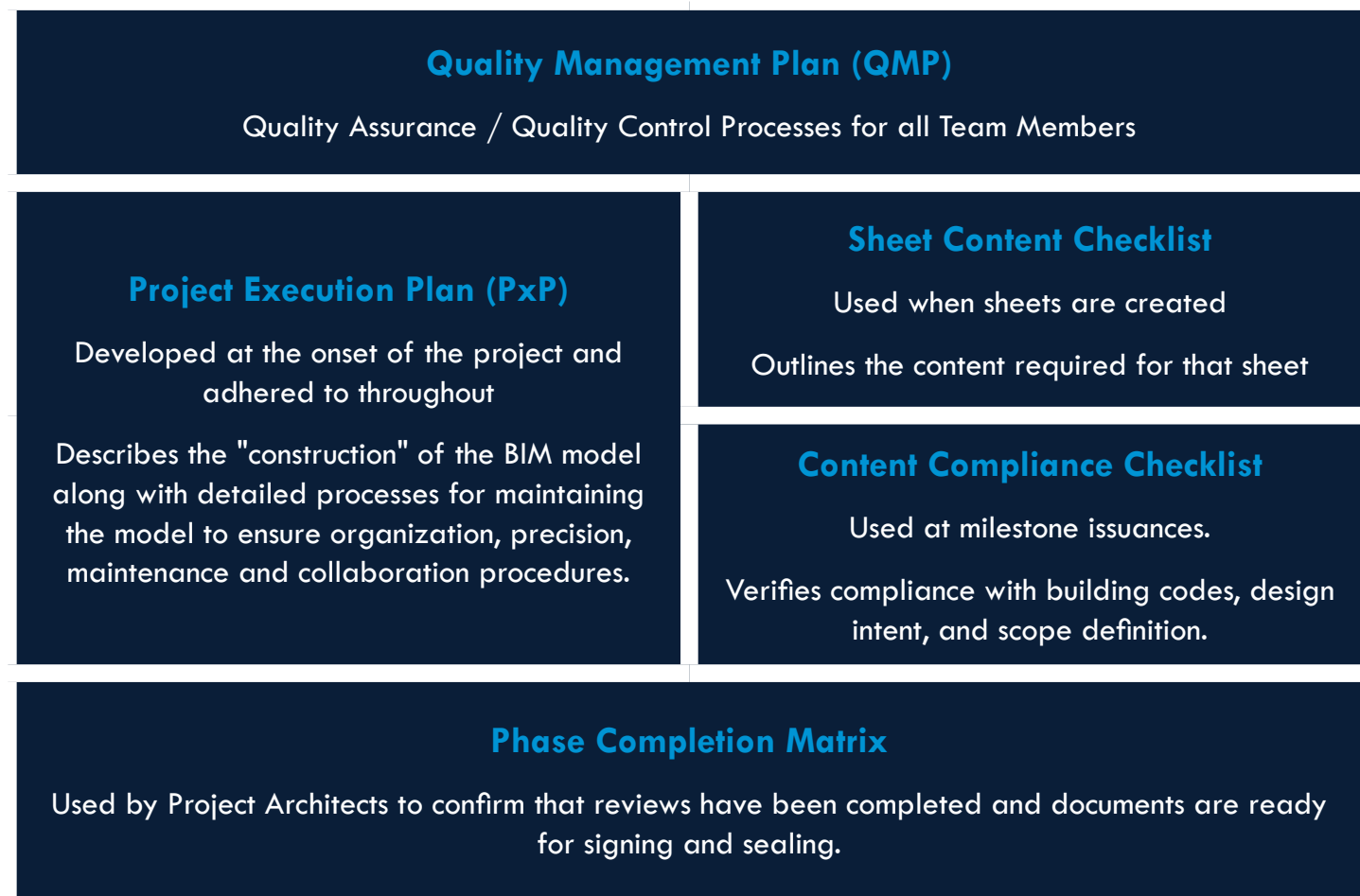
DA Constraint	Approach to Meeting the Constraint
Total number of aircraft parking gates shall not exceed the current number of 14 gates	We have confirmed that the proposed site can meet the 14 gate count, while still meeting the FAA slope requirements for fuel spill migration and cross slope requirements.
Size of replacement terminal building shall be no greater than 355,000 square feet	The DA's area and height limitations create a challenge to meet all of the operational needs of this airport, but all three of our design concepts provide the necessary areas to airport functions including people/bag screening, holdrooms, concessions, bag make-up/claim, ATO's, offices, and other support functions.
Upon the opening of the terminal, the current passenger terminal shall be closed and demolished	The demolition of the existing terminal facilities has been included in our attached project schedule and is accommodated within your requested project duration.
Parking garage for 3,180 cars and no more than 82 feet AGL	Our parking studies show that we can meet the required minimum car count requirement without exceeding the height limitation or limiting the View Corridor.
Ground loading of aircraft	The proposed grading study shown in the Civil Design section of the RFP confirms that we are able to utilize ground loading for all 14 gates.
Ancillary facilities - airport cargo, GSE facility, and CUP that support the airport and airline operations	All of the ancillary facilities have been included in our design/preconstruction fees, our overall project schedule and our conceptual site planning.
Requirement for the View Corridor	All three of our concept studies incorporate the use of an expansive plaza over a below grade parking deck structure. The plaza provides a much greater field of view of the surrounding geographical features than what was originally envisioned while still provide an efficient parking layout.
Dedicated transit only bypass lane	The plaza design option allows for the creation of separate, dedicated drive lanes for TNC traffic, shuttle bus traffic, valet service and commercial vehicles. Only Privately Owned Vehicles (POV) have direct access to the Terminal curbside. These traffic routing concepts greatly reduce the potential traffic congestion in the front of the Terminal.
Creation of a loop road	A loop road is created that connects the Winona Street access to the Cohasset Street access and also allows the separation of the maintenance and operations traffic from the passenger traffic while still allowing for multiple entry and exit pathways.
Dedicated shuttle drop off and pick up area	Building the shuttle operations into the terminal area design at the very early stages is critical to the project planning. We understand the nature and the shuttle capacity requirements to support the overall airport operations including transportation to the public transit systems, car rental center, and employee parking.
Landscaping design requirements	The DA requires that the airport meets the city landscaping standards. Our renderings indicate how we could use landscape to enhance the passenger experience while driving into the terminal from North Hollywood as well as creating a picturesque experience as they walk through the Plaza areas.
Stormwater retention requirements	We understand that the Lockhead Channel is already at its full capacity and that all storm water must be detained on site.
Access to public transportation	Our shuttle system routing ensures that passengers arrive to the terminal via the shuttle system experience the same high level of service that those driving to the terminal experience.
Modification to North Hollywood intersection	We work with the Public Works and Traffic Departments to develop the most efficient medications to the lanes, signaling, and street signage to maximize the throughput capacity of these critical traffic nodes.

Quality Assurance/Quality Control

Quality Culture in Design

We are well equipped to manage the quality efforts of the design documents based on our years of working on aviation projects worldwide and proven success collaborating with Design-Builders. Corgan utilizes a Quality Management Program (QMP), which addresses quality assurance and quality control processes concerning every aspect of a project for all team members and consultants, including initiatives of design excellence and project management leadership.

QA/QC document reviews, led by Alan Mays, senior architectural manager ,and Jason Fuehne, senior civil manager, is conducted throughout the design and specifically at all major milestone deliverables. By using this type of QMP integration for the development of the documents, the quality assurance effort is spread more evenly throughout the project’s duration resulting in a more coordinated and efficient delivery. We also require our consultants to develop their own QMP and comply with our QMP for continuity. QA/QC is a cultural mindset for the entire team throughout the design process.



Quality Culture in Construction

Much like our approach to safety, our quality culture is generated from the bottom up, starting at the beginning of the project and owned by every single team member. We take into consideration the design, the development of the scopes of work, the trade onboarding process, the execution on site, and what quality specifically means to BUR RPT.

Our goal is to ensure both BGPAAs and the stakeholders' expectations and our expectations for quality of understood and met or even better, exceeded, by our laser focus on quality during preconstruction. Our entire approach to quality sets us apart in the industry. "Shifting Left" is our mindset to make minor changes early in program development during preconstruction, which result in major impacts on site.

Preconstruction	Procurement	Construction
Interdisciplinary Reviews <ul style="list-style-type: none">Complete scope & coordinated documents	Design/Purchasing Coordination <ul style="list-style-type: none">Outline scope for more complete bid packages	Submittals/Mockups/First Installs <ul style="list-style-type: none">Review material selection & installation
Constructability Reviews <ul style="list-style-type: none">Build it in our heads to identify tricky details	Trade Prequalification <ul style="list-style-type: none">Ensure the right partners with the right experience	BIM Coordination (continued) <ul style="list-style-type: none">Interdisciplinary Coordination & Aesthetic considerations resolved virtually & before fabrication
Flexibility & Adaptability <ul style="list-style-type: none">Include additional conduit & power and PT blockouts for future uses	Design Assist <ul style="list-style-type: none">Bring on expertise for constructability, sequencing, & cost feedback	Installation Audits <ul style="list-style-type: none">Schedule QA/QC specific site walks to spot check installation
BIM Coordination <ul style="list-style-type: none">Coordinate the model to ensure ease of fabrication & installation	Bid Evaluation/Scope Meetings <ul style="list-style-type: none">Ensure trades purchase the right scope & schedule	Scheduling <ul style="list-style-type: none">Provide look aheads & continuous updates to stay on track
Model Walk-Through <ul style="list-style-type: none">Design for access & maintenance of valves, fixtures, & equipment	Life Cycle Cost Analysis <ul style="list-style-type: none">Balance the longevity & cost of MEP equipment & systems	Commissioning <ul style="list-style-type: none">Review documents early, engage in cx process to Holder's standards
		Zero Item Punchlist Goal <ul style="list-style-type: none">Create our own completion list with trades prior to punchlist

As we move into construction and trade partner teams are formed, we leverage the foundation of our quality program to refine it to our project-specific quality processes on site. Our proactive approach to quality measures and addresses issues as they are identified – encouraging a “zero punch” mindset, which allows the project to finish strong!

- Engage in quality discussions early
- Develop / Issue inspection programs
- Develop / Issue Checklists
- Develop project team quality construction plan
- Specify “dedicated” trade partner quality team members
- Understand trade partners' quality needs to ensure we buy parameters to support them
- Submittal coordination, leverage virtual models, meetings and collaboration with local code officials
- Factory visits to ensure products being fabricated are on schedule and to quality standards

SHIFT LEFT

- Host individual quality kick-off meetings to ensure clear understanding with trade partners.
- Institute Quality Benchmark process to build, review, and document standards for typical installations.
- Encourage full team participation and dedicate individuals to facilitate project's quality goals
- Implement the Level 1 thru Level 5 Inspection Program
- Include key milestones for inspections into project schedule and track on inspection log

EXECUTE

- “Zero punch” mindset
- Focus on punchlist to limit warranty issues
- Implement pre-punch to reduce quantity of punchlist items
- Focus on warranty management and close-out of issues
- Take ownership of warranty items
- Ensure trade partners understand full warranty requirements
- Engage building operations, facilities and maintenance teams during construction and commissioning ahead of owner training.

FINISH STRONG

Instituting the following best practices on BUR RPT set the project's quality up for success:

- Buy a detailed trade contractor quality plan
 - Focus on interdisciplinary coordination
- Utilize BIM to address aesthetic concerns virtually
 - Establish & approve benchmarks prior to production of materials starting.

Project Controls & Schedule Management

Project Controls: Accounting, Cost Reporting, & Billing

We are stewards of your money as we proactively and transparently manage cost and variances in scope. Our project accounting processes and systems are designed to be as flexible and detailed as you see fit so you can keep a pulse on overall project costs as often as you desire starting in preconstruction. Cost tracking is updated in real-time, and each cost item is reviewed monthly for cost-to-date as well as percent complete. As your cost advocate, all information is conveyed in a real-time, “open-book” format, which means that you are provided with all back-up and data to support internal analyses and decision-making.

Cash Flow & Billing

As we move into Phase 2, Christina Littleton, senior controls manager, understands that it is critical to establish an efficient billing process/cycle to minimize the cash flow cycle to our trade partners, design partners and vendors/suppliers.



"This is a competitive market. Trade partners can hand pick the projects they want to work on and cash flow is a critical component of their evaluation of potential projects. We develop a billing plan that protects your interests and risk but is also efficient and timely. Our goal is to be the most attractive project in Los Angeles County to work on – a big part of that goal is to keep the cash flow moving!"

HELIXproject: Enhancing Project Controls & Communication

HELIXproject allows instant access to the most current project information anytime. This approach removes the traditional process of “running a report” and instead creates constant, real-time updates on the project dashboard. Constant reporting creates efficiencies for the project team and facilitates focus where project metrics indicate the need for immediate attention. Project specific workspaces allow the website to be customized based on each project’s specific needs. The workspace becomes a project “dashboard” for the entire team to stay updated on all of the details of the project. Its intent is to make project information centralized, transparent, and easy to access for all project stakeholders



- Dashboards
- My Items
- Photos
- Punch List
- Site Personnel
- Material Tracking
- Reservations
- Directory
- Plan Room
- RFIs
- Warranty
- Pending Items
- Journal
- File Sharing
- Recycling
- Submittals
- Check Lists

Digital indexing and updating of drawings and specifications in real-time makes sure that all stakeholders have the most current information, and the latest documents are instantaneously updated for the record set. The team always has the most current documents at their fingertips via field monitors and iPads saving time and money because the documents are accessed and tracked far more easily.

Information is power and we value our role as the “information provider”. HELIXproject supports this key role by providing real time information for use by the project team. HELIXproject brings and direct and indirect benefits to you.



- ✓ Improved Efficiency of the Project Team
- ✓ Less Waste, “Lean Preconstruction”
- ✓ Lower Project Cost thru Enhanced Project Coordination
- ✓ Enhanced Quality & Consistency

Change Management Approach

Our approach to change management begins with our attention to scope control and starts in preconstruction and continues in construction. Through constructability reviews, BIM, lessons learned from similar projects, and detailed scope checklists, our process minimizes scope gaps which put you at risk for future change orders.

Changes are inevitable on large aviation projects. Not all changes are negative. In fact, it is our experience that the vast majority of the changes we experience on our aviation projects are due to agreed upon changes in scope. We have an experienced leadership and change management team that:

- ✓ Reacts to change in a pro-active collaborative manner with an implementation strategy that scrutinizes pricing/scope/quantities
- ✓ Efficiently keeps the trade contracts and owner contracts up to date – all while protecting the owner’s interests throughout
- ✓ Incorporates the changes in the schedule that optimizes the implementation and mitigates ancillary impacts



This process minimizes scope gaps and the risk of future subcontractor change orders.

Holder Construction Group, LLC		
EXHIBIT ONE, GENERAL SCOPE OF THE WORK SCOPE CHECKLIST		
PROJECT: BNA Satellite Concourse Scope of Work: Structural Steel		
		Crestal Steel Fabricators, Inc.
1	General Items	
1	Bid Item:	\$5,007,800
2	Reviewed and accepted Holder Construction Company's Request for Proposal package dated 8/31/21 (available in HCL\orgneted Files per your log in information or the link outlined below), including Standard Subcontract and all Exhibits	Included
3	https://www.holderconstruction.com/~/media/HOLDERConstructionGroup/Files/2021/08/31/210831RFP0001138.pdf?d=5&name=BNA%20SatelliteConcourse%2021%20RFI%20Subcontract%200001138.pdf&sfvrsn=6c4e8caac-0cf5f681-116cf07f200001440566	Included
5	I acknowledge the above referenced documents in their entirety and agree that, if awarded a subcontract, these documents will be signed and executed as such with no modifications. I acknowledge that I have authorized my agent, on behalf of Crestal Steel Fabricators, Inc. the terms and conditions of this subcontract.	Tina Himser Vice President of Sales
6	Please acknowledge that per MINNA's OCIP Manual on page 4, Subcontractor has excluded all costs for insurance coverages provided by the Owner as part of the OCIP and as indicated in the OCIP Manual.	Acknowledged

Establishing a collaborative, all-inclusive execution plan upfront enables us to meet/exceed the BUR RPT project's schedule goals. Our efforts focus on developing a comprehensive schedule that includes all facets of the project - design activities, preconstruction milestones, AHJ/municipality reviews, permitting, long lead procurement, construction activities, commissioning ORAT, and closeout. The Overall Project Schedule (OPS) is developed by Kevin Fauvell, project director, Bob Bachtler, senior construction manager, Fred Groome, senior general superintendent, and our in-house scheduling experts, in conjunction with our design team partners led by Brent Kelley, lead design, BGPA and all of its stakeholders, and our trade partners through Lean Construction Pull-Session techniques to ensure all team members are bought-in to the detailed plan. Our project leadership has the responsibility to "referee" the sequencing of each individual component, so the overall project's critical path is always top-of-mind and the team's focus.

The OPS begins with the project goals for each component of work and detail is continually added or updated as better information is available. Once underway, schedule progress is monitored in the field daily and the OPS is updated weekly to track progress. We provide 6-week look aheads at every OAC meeting and review the schedule daily with our trade partners to benchmark their progress.

“

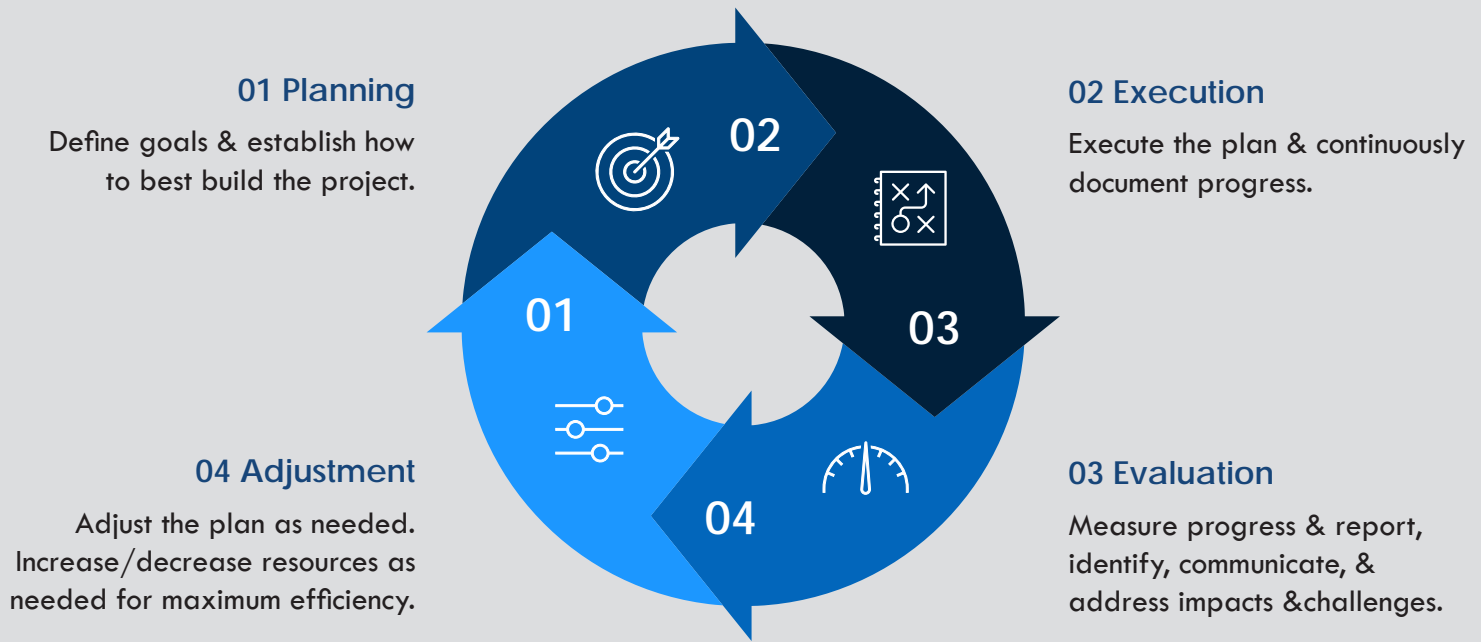
"We have extensive experience with new airport campus construction that includes many distinct components of work [i.e., terminal/concourse building, CUP, roadways, parking decks, and apron paving all going concurrently] that each has its own detailed schedule and their own critical path."

The Charlotte Terminal Lobby Expansion and Central Plant project is a highly complex project that required extensive phasing and planning studies. As part of the project analysis on the front end, we were able to present the Owner with holistic project phasing and schedule options. Specifically on CLT, we studied scenarios that had more phases with a longer overall schedule, but arguably less disruption to the passengers with another option that had less phases, an overall shorter schedule, but required more planning to maintain the passenger experience to the greatest extent possible. Ultimately, CLT chose the less phased, quicker schedule solution. From there, the Holder team knew the exact plan to build the project. We estimated and arrived at an approximate \$500M project at the Conceptual design phase. Some 2 years later, we delivered to CLT a \$500M GMP.



This project served as a great example of an important philosophy of estimating complex projects. That is, it is absolutely paramount to estimate the work in the same way that you plan to build it.

Construction Activity Scheduling



01 Planning

For any project to be a success, it must start with a solid plan. HPTJV begins each project with a project specific plan for the execution of the project. The plan is based upon the scope of the project, past successful execution of projects, lessons learned, and a collaborative process involving the entire project team. The plan is created utilizing Critical Path Method (CPM) Scheduling. We follow basic CPM, industry best practices, and use P6. Once a plan is established and captured in the CPM Schedule, it becomes the 'roadmap' by which the project is executed. As the project is executed, the schedule is updated and tracked against the Baseline and actual project performance documented. HPTJV operations personnel are trained in CPM best practices and are ultimately responsible for the development and management of the project's CPM Schedule. This proven formula ensures that the project is executed to exceed clients' expectations.



02 Execution

While the CPM network schedule is an integral part of HPTJV's planning process, it is not the only process implemented to manage the project. HPTJV's repeated successful delivery of projects is based upon a collaborative process with the entire project team throughout the life of the project. While the original Baseline CPM schedule serves as the basic plan for the project, HPTJV continues to use it to track against and manage the minor variations that are expected and embraced throughout the details of project. Last Planner techniques and/or other collaborative efforts are utilized in the near term to further define the detail of the plan, react to inevitable evolving project scope/details, minor changes, team member input, and identified opportunities. As these processes are employed, the CPM schedule is updated as needed to reflect this work.



03 Evaluation

As the project proceeds, inevitably there are variations in project conditions, new ideas, scope evolution, unforeseen variables, and lessons learned. An integral part of the CPM Scheduling process is the constant re-evaluation of project execution and opportunities. As updates are completed – performance is monitored, new information is incorporated, and the remaining plan is constantly reviewed to look for opportunities to improve. Monthly updates are used to communicate project status and identify potential issues while they can still be easily avoided and/or mitigated.



04 Adjustment

During regular updates, HPTJV works with the team to adjust the plan based on identified opportunities for improvement, adjustments for actual conditions and performance, or any other revisions to the original plan that are identified to benefit the project.

Safety Culture - Zero Accidents & Zero Impacts

Our safety mission on the BUR RPT project is to strive for zero accidents and for zero impacts to the traveling public and existing airport operations. This mission manifests itself in a healthy, safe, clean, and enjoyable working environment for our associates, trade contractors, and all stakeholders that interface with construction.

With the experience level of the workforce in steady decline and the generational differences of the incoming workforce, we have adapted our safety approach to be aggressively proactive. We do this by ensuring our partners have the best possible safety plan, looking ahead to new safety challenges as work in the field evolves, connecting to the work force by making it personal to them on an individual level and not a top-down/dictatorial approach, incentivizing good behavior, and continual training touch points. By sharing knowledge and exchanging best practices, we strive to make the workforce better while on site together, thereby raising the bar for the industry overall.



Project Specific Safety Plan

Sebastiano Cardella, senior construction superintendent, and Bob Bachtler, senior construction manager work in collaboration with our on-site Angel Media, safety director, to develop a BUR-specific plan, execute the plan, monitor progress from a leading indicators perspective, and adjust to improve outcomes. BGPAA, local officials, and local businesses are integral in the development of the BUR-specific safety plan.

Below are priority safety concerns our team addresses day one:

	Concern			
	Public Safety & Limited Access	Airside Adjacency	Cleanliness	Fall Protection & Leading Edges
Solution	<ul style="list-style-type: none">• Maintained construction operations fence with limited, secure access points• Wayfinding Signage• Off-hour Deliveries• Traffic Control	<ul style="list-style-type: none">• Physical segregation of ongoing work• Robust inspection process• Clear stakeholder communication of ongoing and future construction operations	<ul style="list-style-type: none">• Foreign Object debris (FOD) Plan, including physical separation, audits, protection of stored materials & dumpsters, workforce training• Continual sweeping of public roads adjacent to the site	<ul style="list-style-type: none">• Limit proximity access to leading edges• Design to address fall protection during construction• Strict adherence to OSHA standards
Result	Zero negative interactions with public and community	Minimized impact to existing airside operations	Elimination of foreign object debris on airfield	Zero accidents due to fall hazards



Safety by Design

Our collective design-build team believes that safety is everyone’s responsibility – while designing, during an active jobsite, or while maintaining the facility once turned over. We are incessantly looking for processes and products to help minimize workplace hazards and risks not only to the people who are on the jobsite everyday, but also those who live with the facility after construction. **Our commitment to safety doesn’t just start onsite; it begins during the design and preconstruction phase as part of our Phase 1 planning.**

PLANNING FOR CONSTRUCTION	FIRST RESPONDERS	OPERATIONS & MAINTENANCE
<ul style="list-style-type: none"> • Leverage BIM to visualize how every inch of material can be installed safely • Constructability Reviews to minimize cost for temporary safety provisions by providing suggestions on design improvements • Fabrication of materials with installation means in mind (sleeving steel columns for safety cabling, for example) 	<ul style="list-style-type: none"> • Ensure site access is clear and construction areas are accessible • Engage early to understand access and equipment needs • Use 4D and logistics analyses to identify shortfalls during design • Locate critical first responder rooms at easily accessible locations 	<ul style="list-style-type: none"> • Leverage BIM to ensure safe routes and easy access are provided for operations and maintenance teams • Engage stakeholders for input on operations logistics to ensure safe routes and deliveries • Do model walks with BGPAA facilities maintenance to understand needs for major equipment access

Case Study: Safety Communication & Coordination with Airport First Responders at SLC Airport

A critical component of our safety success on aviation projects is our integration and coordination with the Airport’s first responders. After the team documents the initial Emergency Action Plan (EAP), we hold monthly coordination meetings with the police, fire, and EMT personnel to communicate any upcoming changes to project conditions. On the SLC Airport Redevelopment Program (ARP), we developed an escort plan that clearly communicated which access gate to use when an assistance call was made and meet our field supervision, who then escorted the responders to the point of the incident utilizing vehicles with green and white checkered identification flags. The EAP also includes access and egress maps to communicate with the workforce the project’s rally points, so in case of emergency, the workforce knows where to go in specific situations and radio calls. Throughout the project, the SLC ARP safety and field supervision personnel regularly toured the jobsite with the emergency responders, held joint training exercises, and had frequent communication with each other to make sure we kept the workforce, traveling public, and airport personnel safe and secure throughout project execution.



Safety is a TOP PRIORITY for our team!



"I'm so proud that the Holder SLC ARP project team was honored to be approved for the Voluntary Protection Program Star Status through OSHA after such a rigorous and thorough evaluation process in 2022. This program recognizes employers and workers who have not only implemented effective safety and health measures, but have also maintained injury and illness rates below the national statistics. Through this program, Holder, OSHA, and other stakeholders worked collaboratively to prevent fatalities, injuries, and illnesses through a systematic approach that focused on prevention, training, management, and most importantly commitment to safety in everything we did."

– Angel Medina, Safety Director on SLC Airport & proposed Safety Director at BUR RPT, Holder Construction

OSHA Partnerships

We have developed formal OSHA Partnerships on 19+ projects nationwide. In fact, after a rigorous and thorough evaluation process in 2022, the Holder SLC ARP project team was honored to be approved for the Voluntary Protection Program Star Status through OSHA. This program recognizes employers and workers who have not only implemented effective safety and health measures but have also maintained injury and illness rates below the national statistics. Through this program, Holder, OSHA, and other stakeholders work collaboratively to prevent fatalities, injuries, and illnesses through a systematic approach that focuses on prevention, training, management, and most importantly commitment to safety in everything we do.

As an architecture and design firm providing professional services, Corgan does not have a formal jobsite safety policy. However, Corgan takes safety very seriously, both at the jobsite and in our workplace. All of our staff are required to comply with the safety guidelines at each jobsite during site visits and walk-throughs.

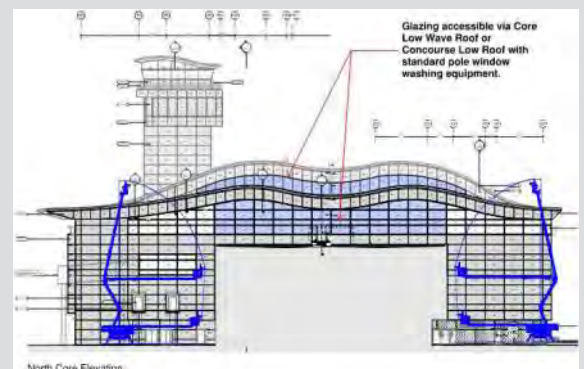
We are governed by OSHA; however, we are not required to keep logs. Our business is classified as a low hazard industry and is therefore exempt from OSHA's record keeping requirement.

OSHA PARTNERSHIPS

Over the past 5 years, we have developed OSHA Partnerships on 19+ projects nationwide. By establishing a foundation of proactive measures and in partnership with OSHA, we create a safety culture on each jobsite that focuses on preventing work-related fatalities, controlling or eliminating serious workplace hazards, and establishing a foundation for the development of an effective safety and health program.

Case Study: Extensive Maintenance Program at Midfield Satellite Concourse

The Midfield Satellite Concourse was designed with expansive clerestory in the main terminal at the highest to provide connection to the outside environment for all occupants of the building. Understanding that the facility has to be safely maintained long after the design is complete, Corgan presented multiple options and an extensive proposed maintenance program to stakeholders and facilities maintenance personnel to illustrate how clerestory, roofing, exterior facades, interior spaces, among other areas, can be maintained over time. This exercise included model walk-throughs and diagrams, with proposed equipment reaches as illustrative narratives to highlight how each foot of the building could safely be maintained with either permanent safety mechanisms or temporary equipment.

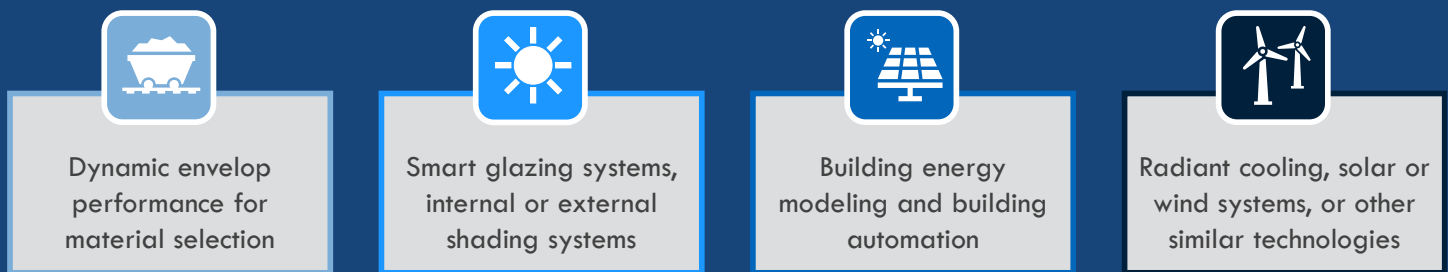


Innovations

Design Innovations

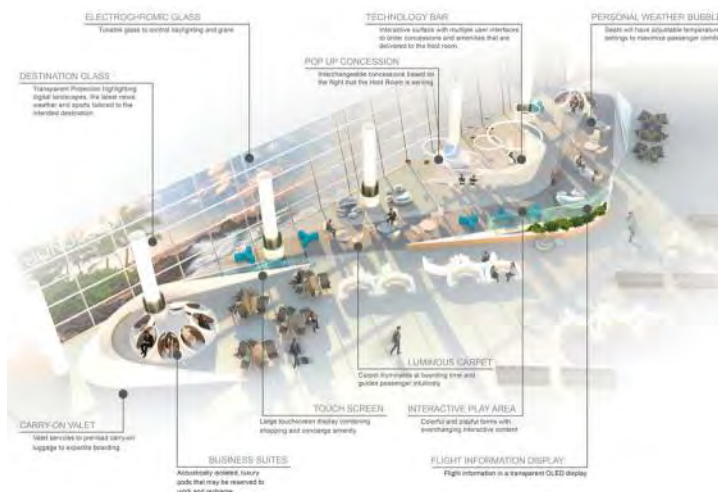
Our approach to design and construction innovation begins with confirmation of expectations, and then the process of exploration of ideas that add value to the project. Our methodology is centered around a two-fold process to identify products and materials that improve the end-product as well as ideas that can be incorporated that enhance the passenger journey. An integral part of the exploration is Corgan's in-house research and development group, HUGO, which is constantly investigating new product applications as well as developing designs that increase passenger wellbeing and satisfaction.

The terminal facilities must be designed to last fifty years or longer and the products and systems must be selected to enable this lifespan. Research into aspect of location, climate, and environment identify the challenges that must be considered in selecting the appropriate building design. Innovations being researched and considered in our process:



Likewise, innovation in design can enhance the passenger wellbeing and satisfaction. Technology is continually improving the passenger check-in and security processing, and access to amenities post-security improves the quality of time spent inside the terminal. When designing terminals such as the BUR RPT, we identify optional ways to incorporate these new ideas and technologies within the program to simplify the use of the facility for passengers and tenants alike. A combination of existing and new technologies are appropriate to use in the BUR RPT, including:

- ✓ Biometric processing
- ✓ Meeting Minutes
- ✓ Individual technology
- ✓ Self-serve check-in
- ✓ Self-serve bag drop
- ✓ Self-boarding gates



From the passenger perspective, design innovation should also incorporate desired amenities. The hold room of the future continues to evolve, and the modern terminal should include aspects of design that incorporates comfort and wellness. Our studies into circadian rhythm, aging population needs, and wellness activities such as yoga or meditation can influence design options that can be incorporated into the hold room to accommodate traveling desires.

Finally, accommodation of autonomous vehicles and vertiports should be considered for inclusion in the program. While these technologies are in their infancy, they affect how airports operate in the future. Corgan is on the cutting edge, working with Uber Elevate to peer into the future of how this becomes reality.



Innovative Methods for Construction

Prefabrication

Our Design-Build team looks at every aspect of the project through the lens of efficiency and eliminating waste by designing for, encouraging, and maximizing single trade, multi-trade, and modular prefabricated construction components. We firmly believe that work done off-site under a manufacturing/shop environment enhances quality, provides schedule savings, reduces coordination issues, saves labor hours overall, and is safer. As BGPA's Design-Builder, we are in a unique position to set up the design of the BUR RPT to be prefabrication friendly for many building components.

Beginning in Phase 1, we identify specific areas where prefabrication makes sense with input from our trade partners and CannonDesign's partnership with ModularDesign+ (MD+). MD+ can guide and provide ideas to the team at the start of the design process to understand the possibility of unique prefabricated units for BUR RPT. The project team evaluates the best opportunities for prefabrication construction for the BUR RPT project together.

We typically work with MEP, Drywall, Doors/Frames/Hardware trade partners on these prefabricated typical building components, but evaluate additional opportunities as well:

- ✓ Above-ceiling multi-trade rough-in assemblies
- ✓ Plumbing chases/restroom batteries
- ✓ Underground duct bank systems
- ✓ Off-site Testing of AHU/BAS Integration
- ✓ Electrical/LV conveyance – kit of parts
- ✓ Security door assemblies
- ✓ Skidded/panelized electrical/IT rooms
- ✓ Exterior skin system panelization

Case Study: Using Prefabrication to Reduce Construction Duration at HJAIA

With the planned widening and lengthening of Concourse D, an outdated concourse of more than 40 years old, HJAIA challenged Holder and our joint venture partners to do just that. Our Preconstruction and Operations teams brainstormed and researched the most effective way to expand the concourse with minimal disruption. A plan relying strictly on conventional construction would have taken out a significant number of active gates at any given time, but with a hybrid approach consisting of both conventional and modular construction, the disruption is measured in months rather than years. Through a dedicated task force that includes the client, design team, and trade partners, the concourse expansion is planned in phases such that the less on-site construction is required to accommodate new passenger movement as the existing concourse is renovated. Each grouping of modules, complete with exterior skin and strategic MEP components, are constructed in a dedicated yard approximately 1.5 miles away from their final location and moved into position within a matter of days. Once the modules are in position, temporary passenger portals are used to allow passengers to access gates unimpeded by interior construction thereby re-opening gates in a much shorter timeframe than it would have otherwise taken.



We're taking airport construction innovation to the next level!

Material, Equipment, & Worker Tracking

Using wearable technology and data analytics to create a safe digitally aware jobsite.

Access Control	Using Radio Frequency (RF) technology allows only authorized workforce individuals to safely enter the job site or certain work areas and in conjunction with location tracking enables our teams to ensure that the workforce does not enter off-limit areas.
RF Tracking Technology	While on site, RF tracking technology on each craft worker communicates with gateway devices to enable our teams to understand which area, zone or room the craft worker is in at any given time to understand inefficiencies in the work, out of sequence work, and safety resources/needs on site.
QR Codes	Scanning the QR Code to access safety information, drawings, procedural items and equipment manuals enables us to quickly and efficiently communicate throughout the jobsite. Whether it is tracking ladders for our Ladders Last policy to communicating active states of electrical equipment, QR codes enable our teams to create scalable solutions to meet project needs.

Innovation in Construction

Using devices to capture as-built conditions to analyze and predict quality outcomes.

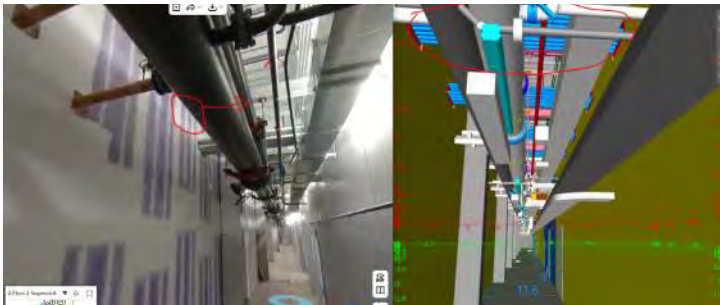
MODEL
Virtual Reality
Used for: Highly collaborative environment where audience can individually or collectively experience a coordinated model together.



MODEL + AS-BUILT CONDITIONS
Augmented Reality
Used for: Superimposing the model over the user's field of view to visualize future work and inspect quality prior to work going in place.

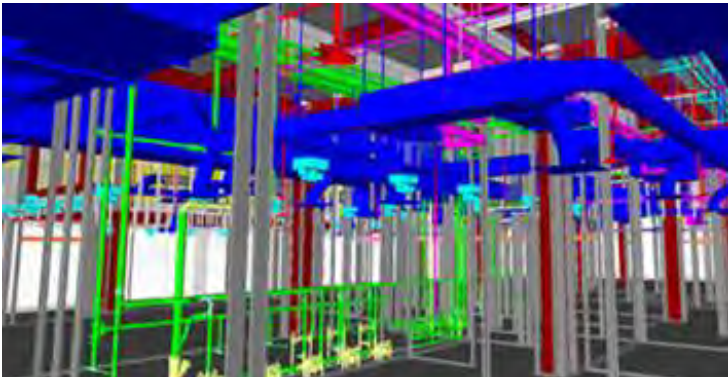


MODEL + POINT CLOUD
Model/Laser Scanned Point Cloud
Used for: Comparison between the BIM model and hyper-precise laser scanned as-built conditions.



BIM 3, 4 & 5D

Our HPTJV and Corgan design-build team uses BIM proactively to enhance the communication with BGPAA, stakeholders, and trade partners, to improve design and field coordination, enhance overall project quality, minimize the number of RFIs, and reduce overall project costs and schedule challenges. While the model is not yet a contract document, the model serves as an intelligent central data repository for the project and is essential for project implementation. As useful as this tool is for us during design and implementation, BGPAA benefits from it throughout the O&M Phase well after the construction is complete.



During the design and preconstruction phase of the project, we use the model in various ways:

BIM Kickoff Meeting	Create alignment & understanding through shared experiences
Project Execution Plan (PxP)	Establish goals, responsibilities, LOD, uses & workflows of the model
Virtual Quality Walks	Review model during design to achieve quality expectations
Establish Clearances	Geometry is added to ensure code, access, & maintenance requirements are met
Model QC	Verify models for accuracy & completeness to support coordination
Clash Detection	Identify & resolve issues before materials are fabrication & installed
Quantity Take-offs	Leverage data in the model to back check quantities
Communicate Scope	Review the model with trade partners to ensure they understand design intent, quality expectations, & scope
Constructability Reviews	Review all surfaces of the model for “tricky” details that might be a challenge during construction
Tenant Coordination	Use model to coordinate with concessionaires to help plan their program and systems



Case Study: Saving Time, Money, & Avoiding Change Orders Using BIM at ATL Intl Terminal F

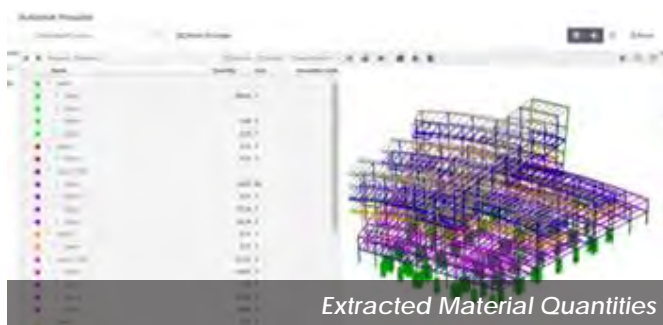
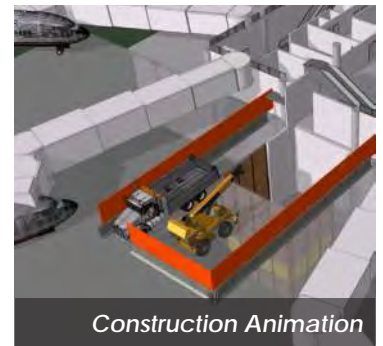
For the \$1.35 billion construction of the new ATL International Terminal F Terminal, Holder led the charge for implementation of Building Information Modeling (BIM). While BIM was not a contract requirement, and no design team members had modeled the building, Holder initiated a self-created BIM to support the project and manage risk for the benefit of all. Beginning with partial, selective, high value modeling of key areas and systems, the effort has grown to include two full time on site modelers and two additional office-based modeling and management staff. This four person BIM team has since evolved to model the entire 1M SF project, integrating trade contractor MEP and structural models and engaging in weekly collision detection coordination meetings. Holder has been responsible for BIM model training to owner, design partner, and trade contractor team members. To date, over \$2.3 million in BIM-related collision detection and indirect savings has been generated, with more to come by project completion.



This has resulted in many examples of 'live', onsite design and construction issue resolution - saving weeks of review and approval time, reducing schedules and avoiding change orders and design re-work.

We use 4D sequencing in 2 primary ways:

- **Construction Animations:** Use the model as the basis for illustrating how the construction operations flows and what the sequence of the work is. This helps communicate with stakeholders the flow and where we are. The BUR RPT project requires phasing and micro-phasing that must be closely coordinated and communicated with all.
- **Model/Schedule Overlay:** Communicate specific activities and milestones tied to the overall project schedule to maintain the efficiency of the installation and avoid overly congested pinch points that can create safety and quality concerns.



5D Model Quantity Extraction

Throughout the preconstruction process and even in construction with major scope changes, the data rich model is used to extract real-time quantity data for cost estimating and budget validation. As powerful as the model's use is for this purpose, we always compare model quantities with traditional takeoff methods. The union of these different approaches provides a powerful "gut check" of the project costs.

Underground Utilities

We coordinate 100% of all existing and new underground utilities using BIM/VDC. We catalog the results of the extensive potholing process, before and throughout construction within our utility model to keep as-builts accurate and coordinated with new work.



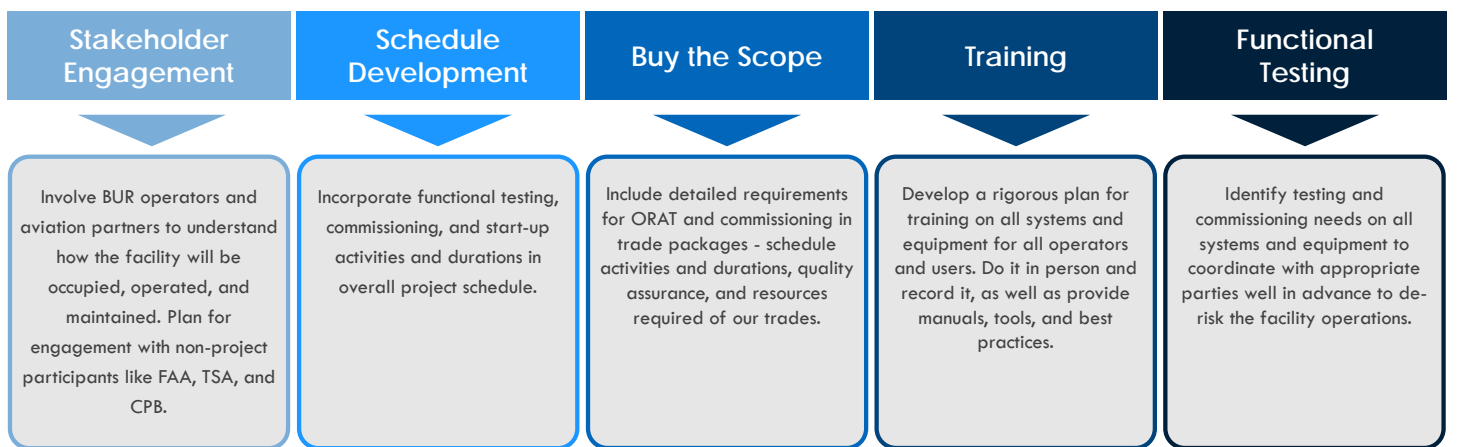
ORAT & Cx in Design

Beyond our more traditional aviation construction project turnovers, our team has experience in coordinating the ORAT and Commissioning (Cx) efforts during design on two, new-build, campus-level airport facilities: ATL International Terminal project and Phase 1 of the SLC ARP in Utah.

We start the testing, project start-up, and commissioning process during design and preconstruction with our rigorous planning and operator engagement. Our in-house operational and commissioning experts provide BGPAA with consistent leadership and a cohesive approach all the way through warranty. Our goal during design and preconstruction is to anticipate and plan for all potential situations or challenges to minimize your operational risks on opening day.

ORAT

Regardless of who is responsible for the Operational Readiness, Activation, and Transition (ORAT) program and its overall scope, the project begins with the end in mind and our experienced HPTJV and Corgan team can be relied upon as an expert resource for stakeholders and non-project participants like the FAA, TSA, and CBP to lean on. We know to ask the right questions, present feasible options, when to engage appropriate stakeholders, and how to memorialize requirements in the contract documents and trade packages. You can count on us to shepherd the team, as collaborative partners, through a smooth activation with the involvement of our experts and methodical and timely preparation.



We dedicate a member of our team, as included in our Phase 2 staffing plan, to be the ORAT liaison to enhance communication between the ORAT team and HPTJV. This person is responsible for coordinating with the ORAT team, the airport staff, concessionaires' construction team(s), and within HPTJV to ensure hand-offs between the diverse entities goes as planned and that the ORAT/turnover process goes smoothly overall.



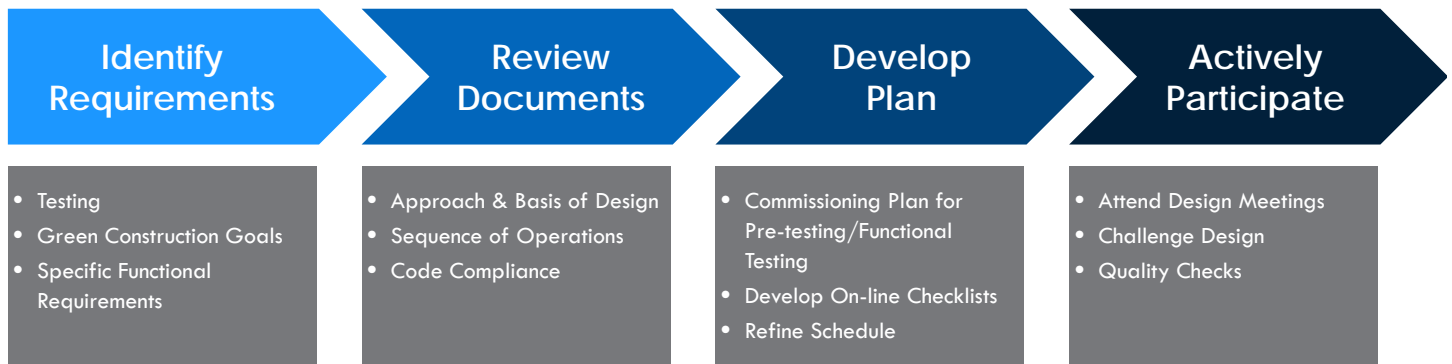
"As opening day approaches, all of the coordination between our teams will be on display, manifested in a smooth and on-time opening's first flight celebration. Every construction project has its challenges, and the COVID-19 pandemic added a unique level of complexity to the SLC endeavor, yet your team has demonstrated an indefatigability and resilience we rarely encounter. In a time when social distancing, virtual meetings, and limited project visibility could have spelled failure, you've stepped up not only the sense of urgency as a team, but shone a spotlight on the importance of cross-agency communication and cooperation."

– Ann R Thorvik, Director of Aviation and ORAT Practices

Commissioning

It is our strong recommendation that Cx Agent be brought on board as early as possible in the design process to allow for their input on how the systems are tested for acceptance, what information they need from the trade partners to perform commissioning (tests, paperwork, Cx support, etc.), and code compliance. The commissioning process is critical to ensuring that testing requirements and Cx-related components of the project's green construction goals (i.e., LEED or CALGreen) are met.

Our systematic approach supporting commissioning efforts guarantees that the BUR O&M team receive a highly efficient and thoroughly trial-tested facility at turnover. As a Design-Builder, we have extensive experience in successfully partnering with owners' CxA in a collaborative, open-book approach starting in design so that you are safeguarded from schedule delays or unforeseen obstacles. Our staffing plan currently contemplates the inclusion of an HPTJV team member as a liaison between the design-build team and commissioning agent.



Case Study: Seamless & Efficient Facility Operations from Day One Using ORAT

While building high quality, on budget aviation spaces with a streamlined schedule is a major focus of the construction management efforts, HPTJV also understands the importance of ensuring the successful transition from construction site to smoothly operating facility. HPTJV promotes ORAT (Operational Readiness Activation & Transition) methodologies to ensure seamless and efficient facility operation from day one.

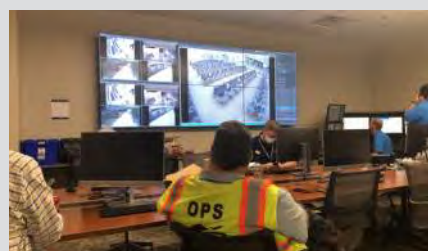
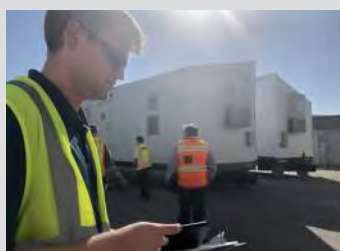
SLC Demo Phasing Impact Upon Concessionaires		
Restaurant/Cafe	Location	Projected End Date
Auntie Anne's	Concourse F	10/15/2020
Boar's Head Deli	Terminal 3 Food Court	9/15/2020
Cafe Brio	Terminal 2 Food Court	9/15/2020
Cat Cora's Gourmet Market	Terminal 2	9/15/2020
Cat Cora's Kitchen	Concourse F	9/15/2020
Fresh Meadow Bakery	Concourse F	9/15/2020
Fresh Market	Concourse G	10/15/2020

Complex programs with varied stakeholder goals require transition preparation efforts to start early in the project; however, the focus is tailored to each project's needs. For SLC Airport, a multi-phased project, Holder assisted Airport properties with identifying, resolving, and diagramming all concession and tenant move locations to ensure adequate front and back-of-house facilities were provided throughout phased transitions.



For DEN concourse expansion program, Holder led collaborative worksessions bringing together airport and airline leaders with local AHJs to inform all about goals and expectations leading up to facility activation. Holder understands the importance of managing risk leading up to opening day and works with owners to ensure a trouble-free Day One and beyond.


HPTJV understands the importance of ensuring the successful transition from construction site to smoothly operating facility!




Construction Trade Packaging & Bidding

HPTJV Across the Country


Our national presence and reputation in the industry for running jobs safely, efficiently, providing clear contracting terms and expectations, and engaging in fair business practices allows us to engage the local subcontractor community at the highest levels on any size project. The competition for subcontractor resources is fierce and the HPTJV team recognizes this challenge to implement on a project the size of the BUR RPT in one of the hottest construction markets in the country. It is imperative that this team makes the RPT the most attractive project in the Los Angeles metropolitan area to work on. We start engaging the market the day we join the team - but not a moment before. It's key not to "false start" the community with incorrect information or inaccurate sources. With that said, below are things our team does to engage the market after award:




Early, open project communication



Outreach at all levels: local, national, vendors, DBE



Providing & following a clear, efficient procurement schedule



Bid packages of various sizing to engage a wide variety of trades

A significant reason why Holder partnered with Pankow and TEC on this project is to lean on their vast, in-depth, long-standing knowledge of the Los Angeles metro area subcontractor community. **No one knows the local trade community more than we do. We are confident that through our partnerships and relationships that we can meet or exceed your 18% DBE goal.**

50+ Years

Pankow in SoCal

49 Years

Pankow in Los Angeles

30+ Years

TEC in SoCal

\$5B

TEC Aviation Projects

Prequalify...Control Your Risk

Our intensive subcontractor prequalification plan is a proactive measure to facilitate subcontractor selection, ensure competition and involve BGPAA through the whole process. We prequalify our trade contractors for every trade on a job in order for them to be considered in our selection process. Once we define the initial subcontractor list and finalize through discussion with BGPAA and Corgan, we develop a subcontractor outreach program to promote the project, to keep the subcontracting community and material suppliers abreast of the project status and encourage a competitive selection climate.

Subcontractor prequalification includes review of:

Prequalification Criteria		
<ul style="list-style-type: none">Past subcontractor's performanceQuality of completed projectsCapacity to do the workSafety record experience	<ul style="list-style-type: none">Bonding limitsLitigation historyFinancial standing	<ul style="list-style-type: none">Airport experienceCollaborative ApproachReferences

Bid Solicitation & Program Advantages

We ensure effective communication throughout the entire procurement/purchasing phase by having a **dedicated trade-responsible team member assigned to each trade who is responsible for soliciting the bid and communicating with each trade firm to ensure their questions are answered and the scope is whole.** Our role is to: 1) facilitate the transfer of information to BGPAA and Corgan; and 2) ensure that every participating trade firm has all the required information in a proactive way to ensure that everyone is given an equal opportunity to be awarded the work.

Maximize Local Participation

Pankow has 50+ years of constructing projects in the Los Angeles area. Over that period, Pankow has developed significant local subcontractor/vendor business relationships. These relationships include all of the big subcontractors that you would expect but also the more regional, small, emerging, and disabled veteran businesses who this team has collaborated with over decades to deliver successful projects to the local clients and communities. Holder and Pankow both believe in supporting and incorporating the local community into our projects and are committed to partnering with BGPAA to meet or exceed the local community goals for the project.

HPTJV understands the 18% DBE goal outlined in the contract agreement and labor agreement. We are confident we can meet or exceed your goal for the BUR RPT.



Minority Community Engagement

To further HPTJV’s commitment and focus to utilize local community resources, we have developed a strategic partnership with the PDA Consulting Group (PDA). PDA specializes in engaging the local community in the Los Angeles area. Together the HPTJV team works collaboratively with PDA to ensure we put our best effort forward to maximize the opportunities available, communicate these opportunities early and often, and develop the strategies and processes during implementation to meet or exceed the project goals. The HPTJV team is no stranger of PDA. Pankow and PDA have worked together for over 12 years and most recently we successfully partnered on the Hollywood Park MU4 (NFL Network Headquarters) project. The team collaborated to engage the local community in a beneficial manner and achieve the stated goals for the project. As previous partners, HPTJV and PDA understand that open communication, regular monitoring, and reporting of local community participation is a critical element of achieving project success.

TRADE PROCUREMENT

REQUEST FOR PROPOSAL

Detailed Scope Checklists

PROPOSALS

Trade Contractor Response

ANALYSIS

Assure No Scope Gaps

SCOPE MEETING

Detailed Scope Review with Trade Contractors

OWNER SIGN OFF

Keep Client Informed

AWARD

Release to Procure & Start Work

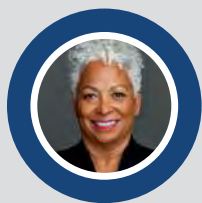
CONTRACT

Executed Agreement

PDA has been an integral part of some of the region’s largest and most visible projects with DBE, SBE, WBE, and Veterans Business inclusion programs and local, targeted and at-risk worker programs. PDA's relevant project experience includes LAWA's Automated People Mover (APM), SoFi Stadium, Hollywood Park MU4 (NFL Network Headquarters), Intuit Dome (Clippers Arena), Mark Ridley Thomas Behavioral Health Center, High Desert Mental Health Urgent Care Center, and The SEED School of Los Angeles County.

HPTJV, with PDA as a partner, have a well-established process and track record for identifying, vetting, and maintaining an up-to-date source list of DBE firms capable of bidding work on the BUR RPT. We stand at the ready to use our existing database as well as expand it specifically for the BUR RPT.

Team Member Spotlight: Pamela Penn, Outreach Manager



Pamela Penn is the owner and President of PDA Consulting Group – a California based, community benefits management consulting firm specializing in the built environment. Pam brings over 30 years of developing and implementing community benefits and public participation programs and she has established a successful track record in working with governmental agencies, private developers, elected officials, and small businesses.

Her expertise in outreach programs have been helpful to clients in generating performance from small, and historically underutilized businesses and individuals; and in communicating the associated outcomes to clients and other interested stakeholders. Pam has extensive knowledge and experience developing outreach programs in transportation, water, wastewater, and commercial construction. Prior to starting her business, Pam served in several responsible management positions in both the public and private sectors. During her career, she's been charged with developing strategies to ensure that small and disadvantaged firms are provided access to contracting opportunities. She's also successfully identified barriers to these firms' participation in construction projects, and developed methodologies to reduce these barriers, and promote small business and disadvantaged firms' inclusion through targeted outreach efforts.

HPTJV & Our Local Community Strategy

To meet local community participation, HPTJV and PDA conduct direct outreach marketing, recruitment, training, and placement efforts to maximize local community involvement. Early outreach is a crucial component to successfully identifying the opportunities and engaging the participation of the local community.

In addition to contracting directly with the local business partners, HPTJV require its primary subcontractor partners to participate in the local community engagement effort. This strategy helps cast a wider net for successful engagement of the local community resources. Success is often defined by early and open dialogue with our primary subcontractor partners to help them understand the importance and full magnitude of the effort. We formalize the local community participation commitment into the executed subcontract agreements. To meet local and/or targeted worker hire programs, the team conducts direct outreach, recruitment, training, and placement efforts to maximize the participation of the local community.



The team's commitment to meaningful diversity business participation has been exemplary and resulted in exceeding the City of Atlanta's rigorous standards of participation. Of note is their approach to widespread community outreach and the fostering of partnerships and subcontracting relationships between majority firms and DBE firms to further enhance DBE opportunities.

– Mike Williams, Maynard Holbrook Jackson International Terminal Assistant Director


Case Study: PDA Providing Career Insight for our Future Leaders

PDA believes that it is essential to implement on-going efforts that includes a focus on related careers by hosting educational presentations, youth summits, and hands-on activities that provide career insight for our future leaders. In partnership with Compton Unified School District, PDA hosted an externship opportunity as a professional development opportunity for the staff. The externship was an opportunity for teachers in the Compton Unified District working with students to gain real world professional experience with some of the leading organizations in Los Angeles. During this two-day job shadow, teachers are given a different perspective on the skills needed to develop cutting edge careers, from professionals across multiple industries. Our team hosted two teachers from Compton High School and gave them an opportunity to learn more through their presentation on experience, knowledge, and industry career.

Implementing the Plan






Roger Fisher leads our plan efforts and is responsible for ensuring compliance with participation requirements. The team breaks down project scope into bid packages that supports maximum participation, trade packaging to achieve the best balance of cost and participation. The ideal package is optimized from a size/scope complexity based on opportunities, market capacity, and capabilities so there is interest from prime and subprime trade contractors.

Our approach begins with broad but targeted outreach efforts to create interest in the project. Identifying interested firms allows HPTJV to decide on the structure of bid packaging. The key to success for bidding work is establishing and implementing a comprehensive and efficient plan that adopts a proactive method to engage the trade contractor market at the commencement of a project that engages the market. This is successful for maximum participation and growth of firms in California.

 Targeted Outreach Create a clear and organized outreach plan	 Subcontractor Opportunities Conduct outreach and negotiate with certified firms
 Business Assessment Assess capacity and capability	 Monitoring & Compliance Continuous monitoring beyond review at bid time
 Bid Packaging Create bid packages to prequalify firms	 Reporting Quarterly reports for the period & remaining work

Targeted Outreach

Our team designs and executes a community outreach plan clearly communicating and organizing the project scope, timeline, and expectations so individual trade contractors are not overwhelmed by the project’s magnitude and can understand and manage their scope of work. The outreach plan outlines methods and key performance indices designed to reach a broad market and detailed to target markets. The plan details collaborating with trade associations and other community organizations that assist with dissemination of:

-  **Trade Contractor Information Sessions:** HPTJV hosts information sessions in an open public to provide a thorough overview of the project opportunities, needs, and expectations.
-  **Trade Contractor Association Meetings:** We present at trade contractor association meetings to stimulate interest and inform needs of the BUR RPT project.
-  **Advertisements:** HPTJV advertises in select local, regional, and national publications for trade contractor and diversity needs and opportunities related to the BUR RPT project.
-  **Web Site Postings:** HPTJV posts project information as well as trade contractor and opportunities to allow for 24/7 Internet access for interested parties.
-  **Diversity Program:** HPTJV develops and hosts contracting support programs to support firms with training and assistance in providing the financial, insurance, and bonding requirements related to the BUR RPT project.

Business Assessment

Once we identify interested firms, our team assesses each firm's capacity and capability to perform in their specific line of work. The assessments include, but are not limited to, understanding the firms bonding capacity, similar size project history, insurance, and EMR rating.

Bid Packaging

After determining availability of firms and their capacity, we carve out bid packages that meet the market's ability to prequalify and bid on various scopes of work. Our team assists firms with completing prequalification application, informing firms of bid dates, and assisting with understanding bid requirements. This one-on-one assistance increases accuracy of prequalification applications submitted by firms and increases the chances that prequalified firms submit bids.

Subcontracting Opportunities

First-tier prequalified firms are required to conduct outreach and negotiate with certified diverse firms to meet the goal or demonstrate good faith efforts. Any good faith effort documentations submitted are thoroughly reviewed and assessed to make sure true opportunities are provided for diverse firms prior to awarding subcontracts.

Monitoring & Compliance

Receiving participation at bid time is just the beginning of ensuring full participation from interested and available firms. During scope review with apparent low bidders, we delve deeper into subcontracting practices and determine they can achieve greater participation than what was committed. We confirm the committed firms perform a Commercially Useful Function. During the project, we continuously monitor new subcontract opportunities and ensure the firms can compete for those new opportunities. We monitor changes in HUB participation to prevent firms from being dropped without cause or justification. We are successful with exceeding goals because of our project monitoring. Each month we confirm the firms are 1) working on the project, and 2) receiving timely payment for work completed.

Reporting

BGPAA receives a quarterly participation report within thirty (30) days after the end of each quarter. Each report details total dollars paid to diverse firms, the percentage of participation achieved for the reporting period, and percentage of work remaining.



"[On the DEN Airport Concourse B&C East Expansion,] our efforts have resulted in initiatives such as a Small Business Onboarding Roadmap, workforce development support, and a partnership with the NAACP. The latter resulted in an unprecedented 5X increase in contracting dollars with African American Firms – one of the most disparaged groups, according to the City's recent disparity Study."

- Maxine Pryor at Maxx Impact Group, Holder DE&I Partner at DEN Airport Concourse B&C East Expansion

Maximize Federal Grant Participation

HPTJV can absolutely support maximizing Federal Grant participation. There are several things we do with the bid packages in order to support that, however, it is largely dependent on the overall strategy for Federal dollars.

The Federal Procurement Guidelines have four key requirements:

DBE Participation	The 18% goal for DBE participation and the workforce requirements outlined in the RFP will likely exceed the federal requirements. In any case, as stated above, we are confident in achieving those results.
David Bacon Wages	Davis Bacon wages are easily achievable in California, as the local wage scale accommodates similar wages in most trades.
Buy America Build America	The Buy America Build America (BABA) provision can be challenging due to current supply chain issues but can be accomplished to support Federal funding.
Buy American (ATP/AIG)	Buy American associated with AIP funding for apron paving, taxiways, and runways is very common. We are very familiar with executing this strategy.

We are seeing some initial inconsistencies among the FAA's regional offices as they provide feedback to obligated sponsors. While the overall guidance is clear in terms of following AIP rules, putting this money to work on fast track vertical construction is much different than a traditional AIP flat work package. With traditional AIP, it was very easy to package a set of drawings and specifications and do a federal procurement. With vertical construction, the packages build into and overall set of drawings. **The most clear thing to do is make the whole project subject to Federal dollars.** However, this means the federal requirements (some which are premiums) would apply to the whole project. However, we are seeing some clients "target" scope equivalent to the federal funding being received and have the federal requirements only apply to those elements. We are excited about the opportunity to explore this with BGPAA and help execute the plan that you are most comfortable with as the obligated sponsor.

An interesting development is occurring within the aviation sector relative to the recent ATP and AIG federally funding.

Case Study: Raising the Bar in Our Commitment to M/WBE at DFW Integration Operations Center



to ensure that the culture is our driving force and not the % tracking metric.

We have since worked together with Cathy and Tamela / DFW BDDD, American Airlines, the Regional Black Contractors Association, the Regional Hispanic Contractors Association, Texas Department of Information Resources and Texas Statewide HUB Program, to expand our impact to the M/WBE community.

While working on the DFW IOC project, it became apparent that our Holder/ Source team was doing "just enough" to develop, maintain, and execute our M/WBE Compliance requirements. After careful reflection, collaboration with Cathy Jackson and Tamela Lee in the DFW Business Diversity Department and community outreach, we determined that we could do better, wanted to do better, and raise the bar. This was a commitment that our entire team was dedicated to. While we continue to meet the compliance requirements, we focus on living in the spirit and fundamental culture of Supplier Diversity Programs. We want to show our partners that we care about creating opportunities that help build their capacity. That epiphany has transformed our commitment to the M/WBE community, and we have taken great strides

Tracking Project Expenditures

The project team uses many vehicles to track project cost and expenditures that all need to be seamlessly integrated together during the preconstruction/pricing efforts, and then during implementation and project closeout. Beginning with the end in mind is an important early step in process. This helps determine the project's needs on how to segregate the expenditures up-front from the various funding sources, and then ultimately from an accurate historical record and a capital investment/depreciation perspective. The work breakdown structure (WBS) that we as a team create at the beginning of the project is the main tool used to segregate project cost and expenditures throughout.

Design to Budget Framework

The Design to Budget (DTB) framework breaks down the program by hard construction costs, soft costs, components of work (and associated system breakdowns), with an eye on both targeted funding sources (AIP, FAA, Airport funds, etc.) and a targeted DBE plan that supports all of the project objectives. Although the detail expands and the plan changes, the team always be able to track back to the initial DTB.

Phase 1 Implementation

One of our first priorities as we kick off preconstruction with you is to establish a schedule of values in accordance with your required WBS, so that consistency is maintained throughout the project from preconstruction through construction. Our estimating system is the main tool used to track cost, which eventually turn into expenditures. The estimating system we use is highly flexible and transparent, which allows the team to track real-time estimates (via traditional take-offs, BIM model integration, or trade partner feedback) against the DTB budget breakdown and associated WBS at all times. It is important that this information remain current – having a live snapshot of current cost to budgets is critical at all stages within Phase 1 to allow the team to adjust the plan as design develops and additional information is acquired.

Phase 2 Implementation

Each CGMP memorializes the initial Schedule of Values (SOV) required by that scope of work and is broken down by the project WBS. Separate SOVs, and sometimes even separate bills for the same CGMPs are not uncommon on these jobs. This is due to funding and we are set up to keep the project's cost expenditures clean discreet as the project requires. Our accounting system is a unified system that tracks accounts payables and receivables in a virtual environment. The accounting system segregates expenditures consistent with the funding sources and project requirements to utilize the WBS and feed the DTB at all times.

Case Study: Change Management Tracking at SLC Airport Redevelopment Program

Large aviation capital improvement programs often have complex accounting and cost segregation requirements. This is due to various reasons: the number of CGMPs, WBS/elements of work, funding sources, etc. Although the ultimate detail is always available, it is important for the team to define the rules of the road as to which system and document contains which appropriate level of detail for the particular application. Our robust project management and accounting systems allow for the consistency and flexibility that our owners require on these large projects. In fact, the SLC Airport Redevelopment Program's completed Phase 1 work tracked and managed:

- **\$1.9B** of Contracts
- **8** CGMPs & Owners Bills
- **33 WBS elements** over 5 major facilities
- Incorporating **4,500 change events valued at \$519M**
- While staying **within budget & finishing on-time**
- **Passing all external audits** with flying colors over 7 years' time



Denver International Airport

Section Four

Consent to Design-Build Agreement/Proof of Insurance

[CONFORMED] Exhibit D

Consent to Design-Build Agreement / Proof of Insurance



? **RFP Question 1:** Provide a confirming declarative statement regarding Proposer's willingness to accept the proposed Agreement as it is written.

Below we have provided alternative contract language for BGPAA consideration.

? **RFP Question 2:** Alternatively, Proposers may submit alternative contract language for consideration.

We would like to discuss the following topics in the contract with Burbank Airport.

- Unknown site conditions - We would like to discuss a limitation of liability arising from the geotechnical services scope of work for the Design/Builder and Geotechnical Engineer. Unforeseen conditions outside of that scope we would propose as an increase or decrease to the (C)GMP. [Sections GC-10; PR-01 (2)(c); PR-07; PR-13; PR-16; Ex. C-4 (§ 1 p. 20); Ex. C-4 (§ 7, p. 104), Ex. C-1 (7.01); GC-9(A)(2); GC-10; GC-20; GC-53]
- We would like to clarify that the compliance and associated defense and indemnity obligations are limited to those ADA laws in effect as of the date of the Agreement. Sections [GC-23; GC-27(A), (C)]
- Indemnity - We propose modifications to the indemnity section such that we are not required to indemnify the indemnified parties over actions between Design-Builder and Owner, if any. Additionally, we would like to discuss indemnification and defense obligations arising out of Design Builder's or subcontractors negligent acts and omissions or willful misconduct. We understand that the design services indemnity obligation is also limited to negligence, however we also clarify that there is no obligation for defense on the Professional Liability policy until negligence is actually proven. [Section GC-27(A)]
- Indemnity - Since Design-Builder has the defense and indemnity obligations, we propose for Design-Builder to maintain control over litigation and negotiations with prior notice to Owner and approval of settlements. [Section GC-27(F)]
- Contract Adjustment - Costs to be Reimbursed within the (C)GMP Defense or Similar Expenses - GC-57(B)(2)(c) add as "Costs and expenses incurred in connection with Design-Builder's defense obligations under GC-27, unless the issue is directly between Owner and Design - Builder with approval from Owner, which will not be unreasonably withheld." as subsection (vii). [Section GC-57(B)(2)(c)]
- Existing Property Insurance - We would like to incorporate confirmation of Owner's existing property insurance policies for existing property that is not part of the Work and a Waiver of Subrogation between parties into the Agreement. [Section: AR-21(1.3); GC-47; GC-48; GC-67]
- Suspension – We propose Design-Builder receive reasonable, actual mutually agreeable costs and time associated with any suspension of work in lieu of compensation determined at Owner's sole discretion. [Section GC-35(D)]
- Termination by Default Costs – We propose that BGPAA provide an accounting of actual costs and expenses incurred in completing the work in lieu of Owner's sole discretion if Design Builder is terminated for default. [Section GC-37(B) (1)]

- Compensation for Delay and Market Impacts - We would like to have a discussion about the right contractual strategy to address market volatility and supply chain disruptions beyond anyone's control. [Section GC-41; GC-42; GC-43; GC-44]
- We propose that delays not caused by Design-Builder be compensable changes. Specifically, we would propose GC-41 (C)and GC-43(A) be adjusted. For a delay to be compensable adjust GC-41/(D)(1.) to "reasonably" mitigate. GC-41(D)(2.) to "It was a result of a change directed by BGPAA, a breach of contract by BGPAA or resulting from the negligence of BGPAA or their employees or separate contractors". [Section GC-41; GC-42; GC-43; GC-44]
- We propose that BGPAA takes responsibility for security, maintenance, operations, property insurance, damages to the Work etc., at the time of Substantial Completion for each building or phase in lieu of Final Completion consistent with industry standard. [Section GC-2; GC-25(A); GC-47(F)]
- We propose to change the 15% "Administrative Fees" associated with BGPAA supplementing Design Builders scope to actual costs incurred. [Sections AR-21(1.9); GC-17(D); GC-22(D); GC-23(B); GC-47(F); GC-48(B)(10); GC-67(H); PR-07(D)(4)]
- Existing Intellectual Property - For pre-existing intellectual property we cannot provide a perpetual, irrevocable license as we cannot guarantee the existence forever. [Section GC-13]
- We would propose a standard one (1) year warranty by Phase starting at Substantial Completion as opposed to final completion. We would also propose to remove the renewal of the warranty period based on a warranty repair. [Section GC-48(B)(10); GC-63]
- Design Warranty – We would like to clarify that "there is no warranty of design other than compliance with standard of care set forth in GC-9(c)" [Section GC-9(A)(8); GC-9(C); GC-9(I); GC-17; PR-01(C)(1)(b)(8)]
- Consistent with California Civil Code Section 8100/9350, we propose Design-Builder may suspend Work on the Project without invalidating or defaulting on this Agreement for reasons of non-payment. [Section GC-11(D); GC-50]
- Clarification of Payment Terms for Change Directives – We propose to allow agreed upon change directives to be billed. Add "Except for those costs of Time and Materials as set forth in GC-56" to the beginning of section GC-50(K) (2).

? *RFP Question 3: Sample certificate of insurance demonstrating the ability to meet minimum requirements as listed in AR-21 – INSURANCE.*

A sample COI for the Holder, Pankow, TEC - a Joint Venture team is included on the following pages that meets or exceeds all requirements. For sample COI's, for individual JV firms and Corgan, please scan QR code to the right.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

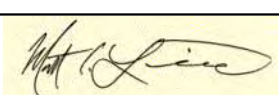
PRODUCER McGriff Insurance Services, Inc. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME:	
	PHONE (A/C, No, Ext): 404 497-7500	FAX (A/C, No):
INSURED Holder, Pankow, TEC, A Joint Venture 3300 Riverwood Parkway Suite 1200 Atlanta, GA 30339	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B: Berkshire Hathaway Specialty Insurance Company	
	INSURER C: ACE Property and Casualty Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** QP3UM45C **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLO297891422	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP297891122	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	47-UMO-310594-03 LEAD \$10 MM XCQ G71507002 004 \$15MM xs \$10MM	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC386567120	03/31/2022	03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Hollywood-Burbank RFP
Referencing Aviation/Airport liability, please note General Liability nor Excess Liability policies contain exclusions or limitations with respect to aircraft or airport construction operations or completed operations. The Certificate Holder and TBI Airport Management, Inc., the Cities of Burbank, Glendale, and Pasadena, California, and the respective officers, employees, agents, and volunteers of each such entity ("Indemnitees") are included as insureds or Additional Insured on the General Liability as respects insured's ongoing & completed operations, on the Automobile Liability and on the Umbrella/Excess Liability as required by written contract. Waiver of Subrogation is in favor of the Additional Insured for the General Liability, Auto, Excess Liability and Workers' Compensation policies referenced herein as required by written contract. Where Additional Insured status is given, the General Liability, Auto and Umbrella/Excess coverage provided said Additional Insured is primary and non-contributory over any other in force and collectible (continued next page)

CERTIFICATE HOLDER Burbank-Glendale-Pasadena Airport Authority Attn: Procurement Department 2627 N. Hollywood Way Burbank, CA 91505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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LaGuardia Airport

Section Five Appendix

[CONFORMED] Exhibit D

Administrative Requirement Forms Included in Exhibit A:

AR-04 through AR-15, AR-17

EXHIBIT E
BGPAA Construction Safety Program

(attached)

EXHIBIT E

(RFP E22-03 ATTACHMENT D)

BGPAA CONSTRUCTION SAFETY PROGRAM

July 19, 2022

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Section 1: Scope

1.0. Construction Safety:

- 1.1. This Construction Safety Program shall apply to all entities performing physical construction activities on behalf of the Burbank-Glendale-Pasadena Airport Authority (BGPAA). This includes, but is not limited to, design-builders, construction managers at-risk, contractors, or subcontractors of any tier, collectively referred to herein as “Contractor”.
- 1.2. It is the responsibility of each Contractor working on a BGPAA Project to control site safety so that the Contractor’s employees, the general public, tenant employees, and BGPAA airport employees are provided an environment free of hazards during construction and renovation. The safety program described in this manual does not relieve the Contractor of their individual responsibility regarding the safety of their employees, the safety of subcontractors’ employees and the employees of all entities engaged by the Contractor in the execution of its contract, the protection of the general public, tenant employees, and BGPAA employees as well as the preservation of property.
- 1.3. The term “Contractor” also refers to tenants and others with contracts, leases, memorandum of understanding, or other agreements obligating such entities to follow and adhere to the BGPAA Construction Safety Program Requirements (CSPR). Contracts, leases, memorandum of understanding, or other agreements will be referred to as contract documents within the BGPAA CSPR.
- 1.3 Each Contractor is required by law to protect the health and safety of its employees and the employees of each subcontractor and sub-subcontractor by providing a safe and healthy workplace or work area.
- 1.4 The safety requirements of the BGPAA CSPR apply in addition to all Federal, State, and Local government rules, codes, and regulation. The safety requirements do not negate, abrogate, alter, or otherwise change any provisions of government rules, codes, and/or regulations, and are intended to supplement each Contractor’s safety program and the overall project safety effort. It is understood that each Contractor has the ultimate responsibility for providing a safe workplace or work area.
- 1.5 In the event of a conflict between the provisions of the BGPAA CSPR and applicable Local, State or Federal safety and health laws, regulations and/or standards, contract document or the Contractor’s Safety Plan the more stringent requirement shall apply.

Section 2: Safety System Implementation Responsibilities

2.0. Contractor's Project Manager Responsibilities

The Contractor's Project Manager shall ensure compliance with all provisions of the contract, including the BGPAA Construction Safety Program Requirements, CAL/OSHA and other agency and industry safety requirements and standards. The Contractor's Project Manager has the responsibility to perform the following:

- 2.1 Make all necessary arrangements, preparations and plans to execute the necessary actions that ensure compliance with Appendix D: Code of Safe Practices.
- 2.2 Submit resumes and schedule interviews for the Contractor's proposed site-specific safety professional(s) with the BGPAA Project Manager. Upon approval ensure the Contractor's Safety Professional is available at the work site at all times during the performance of the work.
- 2.3 Remove from the worksite any of its employees or subcontractors' employees that refuse to abide by these safety, health and environmental rules and regulations.
- 2.4 Ensure compliance with Contractor's approved Incident Prevention Plan in Appendix B. This plan shall include prevention of hazardous, unsafe, unhealthful or environmentally unsound conditions or activities. This plan shall also include verification of written pre-activity plans. There shall be a Job Hazard Analysis (JHA) on file for each scope of work and a Task Hazard Analysis (THA) completed daily (and when tasks change) to address each crew and activity within the broader scope of work. If the Contractor becomes aware of any hazardous, unsafe, unhealthful or environmentally unsound condition or activity at the work site, it shall promptly take all necessary steps to eliminate, terminate, abate or rectify the condition or activity and notify the Owner or its agents both verbally and in writing at the earliest possible moment.
- 2.5 Ensure that construction tools are inventoried and secured in accordance with Appendix D.
- 2.6 Inspect the work site and maintain the appropriate work records to ascertain the Contractor's and subcontractors' compliance with the safety, health and environmental requirements of the contract.
- 2.7 Upon notification of the contract award, the Contractor's Project Manager shall prepare and submit in writing a Site Specific Safety Plan, an Injury and Illness Prevention Program (IIPP) and Code of Safe Practice in accordance with CAL/OSHA requirements to the BGPAA Project Manager. The IIPP and Code of Safe Practice must comply with the BGPAA Construction Safety Program Requirements
- 2.8 Ensure that work does not begin until the Site-Specific Safety Plan, IIPP, Code of Safe Practices as well as the required safety professional(s) are accepted and in place. Delay in submitting these plans will not constitute grounds for a contract schedule extension or delay claim.
- 2.9 Plan and execute all work to comply with the safety requirements contained herein as well as in the contract documents and provisions; federal, state and local laws and regulations; and industry standards (see Appendix E).
- 2.10 Ensure that the Contractor Safety Professional(s) is not removed from the job without written acceptance by the BGPAA Project Manager. No work will be allowed to take place without an approved Contractor Safety Professional on site.

- 2.11. Maintain an orientation program for all project workers in compliance with Appendix D and the following:
 - 2.11.1. Create, schedule, and implement a safety orientation program for all individuals that may access the worksite. Orientations must be completed prior to accessing the worksite. Orientation program must include sub-contractors, vendors and visitors. Documentation must be submitted within fourteen (14) calendar days of training.
 - 2.11.2. Documentation of all orientation attendees must be maintained on site by the contractor for auditing purposes. Documentation must include an outline of orientation topics, name and signature of instructor, date, time, and duration of training.
 - 2.11.3. Each individual receiving orientation must be entered into the BGPAA web based orientation tracking system within fourteen (14) calendar days of their orientation completion.
- 2.12. Hold safety meetings on a weekly basis that all Sub-Contractors will also attend. Documentation of topics discussed and attendees, including signatures, shall be maintained.
- 2.13. Take immediate action to correct all substandard safety conditions in accordance with the Contractor's approved Incident Response Plan (see Appendix C).
- 2.14. Attend and take an active part in all supervisory safety meetings.
- 2.15. Ensure that all necessary plans and scheduling efforts are made for Senior Project staff the Project Safety Professionals, and sub-contractors to attend the weekly project safety walk scheduled by the BGPAA Project Manager.
- 2.16. Submit BGPAA Monthly Safety Metrics Report by the 10th day of each month or the previous Friday if the 10th falls on a weekend or holiday.
- 2.17. Disseminate information on observed unsafe work practices and/ or conditions to all project workers.
- 2.18. Encourage and consider safety suggestions from project employees.
- 2.19. Provide the BGPAA Project Manager copies of all CAL/OSHA or environmental citations. Call for job site stand down to direct corrective action on recordable injuries, near misses and serious violations, and when directed by the BGPAA Project Manager or BGPAA Program Safety Manager.
- 2.20. Ensure the monthly BGPAA Program Wide Safety Meeting is attended by Senior Project Management in addition to the safety professionals noted elsewhere in individual Project Requirements.
 - 2.20.1. Ensure attendance of all Contractor approved safety professionals.
 - 2.20.2. Ensure attendance of at least one individual from each sub-contractor.
- 2.21. Upon request, attend special safety meetings held or sponsored by BGPAA and/or BGPAA's Authorized Representative.

- 2.22. Ensure that daily and/or once-per-shift safety inspections of the project are completed to eliminate unsafe acts and/or conditions.
- 2.23. In the event of an incident ensure that all reporting, notifications, and incident response undertakings are completed in accordance with Appendix C.
- 2.24. Respond in writing to any received safety violation notices or loss control surveys within the time frame specified on the document, or 48 hours, whichever is less.
- 2.25. Facilitate a return-to-work program for any injured project employee.
- 2.26. Ensure that all injured workers receive medical treatment if needed, including follow-up visits.

Section 3: Phase Specific Requirements

The BGPAA CSPR has been developed by BGPAA to promote safety and minimize the hazards and risks associated with construction projects. It is this policy's goal to eliminate personal injuries and property damage associated with construction activities. The effectiveness of the Construction Safety Program depends upon the active participation of the Contractor and recognizes dependency on active participation and cooperation of Contractor's staff in carrying out the following basic procedures in all phases of the project.

3.1. Pre-Construction

- 3.1.1. The Contractor shall submit their Cal/OSHA compliant Injury and Illness Prevention Plan (IIPP). The IIPP shall be reviewed, commented upon, and accepted during the mobilization phase and prior to any construction activities taking place. See Appendix K for IIPP required elements.
- 3.1.2. The Contractor shall submit the Contractor's Cal/OSHA compliant Code of Safe Practices (COSP). The Contractor's COSP must address and/or incorporate the BGPAA COSP in Appendix D. The COSP shall be reviewed, commented upon, and accepted during the mobilization phase and prior to any construction activities taking place.
- 3.1.3. The Contractor shall submit a Site-Specific Safety Plan (SSSP). The Contractor's SSSP must meet or exceed the BGPAA SSSP in Appendix L. The SSSP shall be reviewed, commented upon, and accepted during the mobilization phase and prior to any construction activities taking place.
- 3.1.4. Safety professionals are required on each project in accordance with Appendix G. The Contractor shall submit for approval the resumes of their proposed safety professional(s). The General Contractor Safety Manager and all General Contractor Safety Coordinators will be interviewed by the BGPAA Project Manager or their designee. All Safety Professionals shall be approved prior to being allowed to manage safety on the project.
- 3.1.5. On-site construction work cannot begin until the required safety personnel positions have been filled by approved persons.
- 3.1.6. Pre-construction conference will take place after the receipt and acceptance of all required safety deliverables. This conference shall begin with safety as the first agenda item and all approved Contractor safety professionals must be in attendance.

3.2. Construction

- 3.2.1. Plan safety into all work activities in accordance with the Contractor's Incident Prevention Plan (IPP) to minimize the potential for personal injury, property damage, and loss of productive time. Maintain a system of prompt detection and correction of unsafe practices and conditions. See Appendix B.
- 3.2.2. Comply with all federal, state and local laws, ordinances, regulations, industry standards, Airport regulations (see Appendix E), and BGPAA Construction Safety Program Requirements.
- 3.2.3. All approved safety professionals must engage in continuing education in order to maintain qualifications/certifications in accordance with Appendix G.
- 3.2.4. Through the Contractor's Incident Response Plan (IRP), the Contractor will ensure prompt notification, thorough investigation, and accurate reporting of all incidents. Upon request of the BGPAA Project Manager additional investigations may be required. Incident responses must determine the root causes and implement necessary corrective action. See Appendix C.

3.3. TCO / Punch List

- 3.3.1. Contractor will continue to perform work in compliance with BGPAA Construction Safety Program Requirements.
- 3.3.2. Non-construction personnel must remain protected and/or excluded from all construction activities.
- 3.3.3. Barricading methods must be approved by BGPAA.

Appendix A: Interruptions and Stoppages of the Work Due to Hazardous Conditions

A.1. Work Stoppages

- A.1.1. Construction may be stopped by BGPAA at any time if the intent of the regulations regarding safety or Security Requirements is being violated or that a hazardous condition exists. This decision to suspend the operation will be final and will only be rescinded by BGPAA when satisfied that the Contractor has taken action to correct the condition and prevent recurrence.
- A.1.2. Field observations will be made by BGPAA and/or authorized representatives during all phases of the work to ensure that the Contractor is following their safety plans and all pertinent safety requirements. Observations requiring immediate action will be reported to the Contractor for immediate correction.

A.2. Intermittent Construction Operations

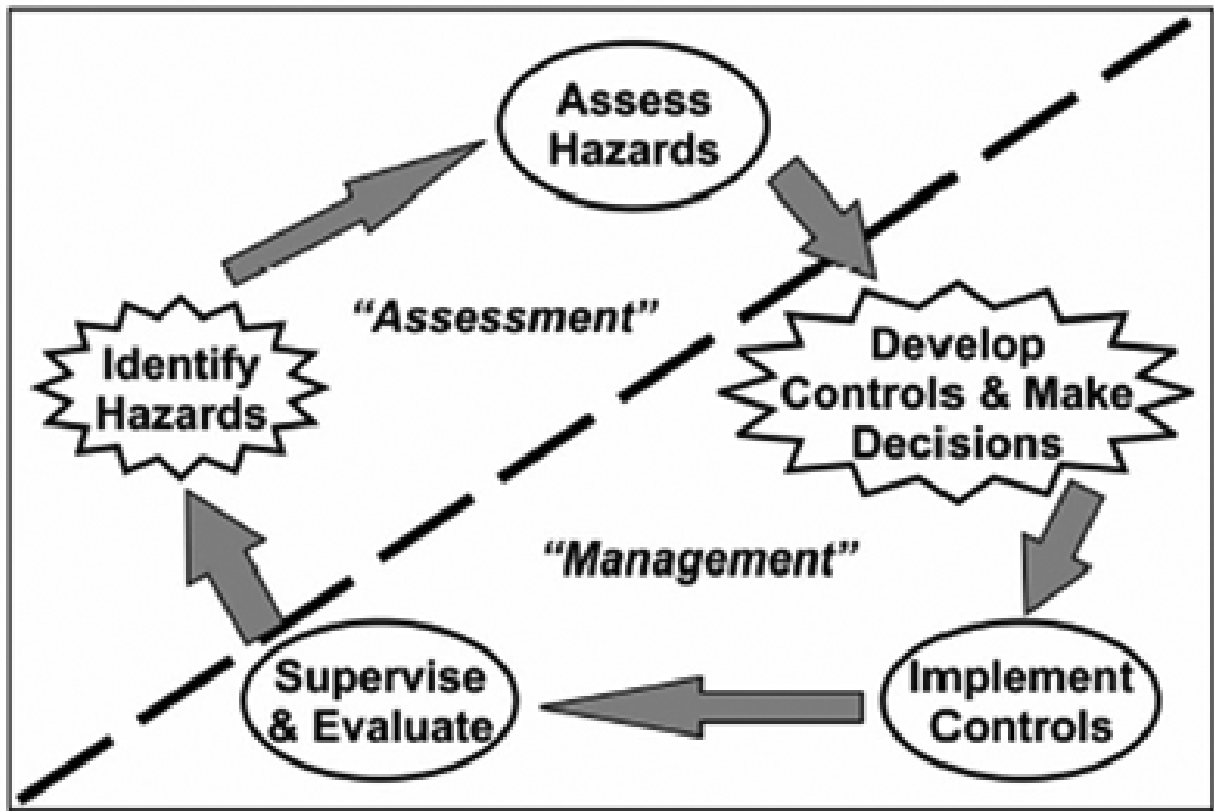
- A.2.1. When directed to cease construction and move from the area, the Contractor shall immediately respond and move all material, equipment, and personnel outside the affected area(s). Operations shall not be resumed until directed by BGPAA. Every reasonable effort will be made to cause minimum disturbance to the Contractor's operations; however, no guarantee can be made as to the extent to which disturbance can be avoided.

Appendix B: Incident Prevention Plan

- B.1. The Contractor shall create and implement an Incident Prevention Plan (IPP). The IPP will be developed as a project-wide standard operating procedure (SOP). The Contractor's IPP must meet or exceed the elements of this appendix.
- B.2. Risk Assessment Process
- B.2.1. Risk Assessments or the Job Hazard Analysis (JHA) must be completed and present on site with all work crews prior to commencement of work. The risk assessment must at a minimum include: Task, Hazard, Control, Measured Risk (risk after controls implemented), Supervision and Evaluation. The risk measurement must be broken down into probability and severity. See 2.3 below.
- B.2.2. Document your risk assessment on a JHA (see Appendix F for forms). The JHA is developed and completed when the project team lays out the work. Each scope of work at a minimum must have a separate JHA. Some work may require the scope to be broken down into more manageable parts with separate JHA's. The JHA must be updated as changes to the scope occur. Use the model in 2.5 below to evaluate changes to scope.
- B.2.3. Use the risk assessment matrix below to measure and communicate risk levels. The Contractor must define severity in both dollars and injury.

RISK ASSESSMENT MATRIX						
		Probability				
Severity		Frequent A	Likely B	Occasional C	Seldom D	Unlikely E
Catastrophic	I	E	E	H	H	M
Critical	II	E	H	H	M	L
Marginal	III	H	M	M	L	L
Negligible	IV	M	L	L	L	L
E-Extremely High		H-High		M-Moderate		L-Low

B.2.4 The risk assessment is a five-step cyclical process that continually improves with each cycle.



B.2.5 Step 1 is to identify the tasks associated with their work. **Defining The Tasks:** The best way to ensure repeatable results when defining tasks is through the use of a model to guide the analysis. The factors which must be considered are: Scope of Work, Equipment Used, The Terrain-Weather-Time of Day, Planning Time, Workforce Quality, and the Public around the work (SETT-WP). The SETT-WP factors are then integrated into the 5-step Risk Management Process with the safest as practically achievable plan being implemented with the risk decision being made at the appropriate level. The analysis is captured and documented by the project management team or Superintendent through the development of a work plan and Job Hazard Analysis (JHA). The Superintendent and Forman, working with the trade workers, will use the JHA to create a daily Task Hazard Analysis (THA) and brief the workers from the THA.

- B.2.5.1.** **Scope:** The project work plan must be clearly stated, briefed back and rehearsed, if possible, to ensure project team members are capable of performing each task within the scope. Reduced clarity in scope or work plan increases probability for inefficient production and or mishaps. Each and every member of the team should be able to do a mental walk through of their tasks, similar to the way members of a football team do for each and every play the team performs on the football field. The more training and rehearsal, the lower the risk during execution.
- B.2.5.2.** **Equipment:** Equipment includes the condition, serviceability, inspection, status of maintenance, applicability for the chosen scope, and the training of operators. Basically, project planners must ensure the equipment, scope and operators are compatible. If not, the chances of project failure and risks are increased.
- B.2.5.3.** **Terrain/Weather:** Terrain, weather, time of day, and site-specific constraints can have a profound effect on project accomplishment. Terrain can be very difficult to cross under ideal conditions and be totally impassable in rain, snow, or similar atmospheric conditions. Terrain and weather have completely changed the course and outcome of entire projects. Project planning requires constant forecasting and, in many cases, long term forecasts and pattern assessments, to determine the best time to accomplish certain aspects of the scope. The weather and terrain will, in many instances, necessitate a different approach to planning, training, and accomplishing tasks. Site specific constraints must be incorporated into risk assessments to prevent production delays.
- B.2.5.4.** **Time:** Planning time directly affects Project Managers and planners' ability to properly assess all of the SETT-WP factors. If planning time is short, the ability to assess and mitigate identified hazards can be severely reduced. Reduced planning times interfere with rehearsals and refresher training. If a team is trained to standards and frequently performs the tasks associated with its scope, then shorter planning times will have less negative effect than in an untrained team.

- B.2.5.5. Workers Available: The experience, training, motivation, fatigue level, and morale of the team are a few of the risk factors to consider when planning a project. In most cases, and in accident history, many mishaps are related to human error and are directly attributable to the aforementioned factors. Project teams that train to standard and accept nothing less, perform to standard. If a worker cannot measure up to the standards of the team, the project manager must make critical decisions and develop countermeasures to compensate for the non-standard performers. The scope must be planned and assessed to ensure that the weakest link in the chain, usually the newest or least proficient worker, does not cause a failure.
- B.2.5.6. Public (The affect the project has on the public and non-construction personnel): The projects that are performed are located within areas that are accessible to the public. During the execution of the project, consideration must be made to maintain their safety and protect them from mishaps.
- B.2.6. Step 1, continued from B.2.5, is to identify the hazards associated with completing the defined tasks. Hazard identification is only effectively completed with input from Foremen and Laborers. This task should not be attempted by supervisory personnel alone.
- B.2.7. Step 2 is to assess the hazard or measure the risk associated with completing the defined tasks. The goal of risk measurement is for all leaders to measure risk with precision. Uniformity in risk measurement will allow leaders to manage the risk even if accuracy is off a little. Define the severity in both human injury and in dollars as mentioned above. Define probability as follows: Frequent (99%), Likely (75%), Occasional (50%), Seldom (25%), Unlikely (1%). By using a specific definition for each category, individual bias and subjectivity will be minimized and uniformity in risk measurement will increase.
- B.2.8. Step 3 is to develop controls and make risk decisions:
- B.2.8.1. Develop controls from the hazards identified in 2.5.7 above. The goal of control development is to mitigate to the lowest practicable level the risk with each hazard. No work is permitted to proceed with risk levels above “moderate” after controls are implemented.
- B.2.8.2. The team must build from continual assessment of the work in order to develop effective controls. All members of the team must implement controls to mitigate hazards; regularly reassess and update them to ensure that they are performing the tasks and operations in a safe manner; without unnecessarily hindering the project.
- B.2.8.3. The Contractor’s Project Manager must sign off on all JHA’s declaring the residual risk to be acceptable.
- B.2.9. Step 4 is to implement controls:
- B.2.9.1 Assign responsibility to lead workers to ensure that the controls are implemented.
- B.2.9.2. Review control prior to planned work ensuring that all controls are completed and available.

B.2.10 Step 5 is to supervise and evaluate:

- B.2.10.1 Assign responsibility to supervise the work to ensure that controls stay implemented and evaluate effectiveness.
- B.2.10.2. Conduct daily site audits to ensure that no unidentified tasks or hazards are present and that all controls are implemented.
- B.2.10.3. At the conclusion of the work, review the entire risk assessment to determine if all tasks were identified, all hazards identified, the controls implemented were effective, and that the risk levels were accurate.

- B.3. The Contractor must have individual work crews develop a Task Hazard Analysis (THA) for their daily work. This THA must be developed, translated, if necessary and created prior to the commencement of work, signed by all workers involved in the task, and kept on their person or nearby equipment while work is in progress. The THA must be updated as changes occur, and the changes must be immediately briefed to the work crews.
- B.4. The Contractor will ensure that all project personnel have been trained on your IPP.
- B.5. The IPP SOP is an ongoing cyclical process that improves with each cycle. At the completion of each portion of scope the contractor must conduct an after-action review to assess the veracity of the JHA to ascertain improvements for the next cycle.
- B.6. Pre-Activity Check Lists will be created for all work that has an initial risk level of moderate or greater. No work with high or extremely high residual risks is allowed. See the attachment below for an example check list.

Example Pre-Activity Checklist

(All items on the pre-activity checklist must be affirmed prior to an activity beginning)

- ☐ Is the contractor's safety representative immediately available onsite?
- ☐ Have all workers involved in the activity received and understood a site-specific orientation?
- ☐ Has the contractor effectively communicated to all of its employees and subcontractor employees' relevant safety, health, fire, environmental and other rules and regulations necessary to comply with all applicable laws, rules, and regulations?
- ☐ Have all utilities been identified, surveyed, recorded, marked, and discussed?
- ☐ Have all relevant permits been issued for the activity?
- ☐ Has a comprehensive pre-task plan (JHA and THA) capturing all foreseeable hazards been completed for the activity?
- ☐ Has the Contractor's Project Manager signed the JHA?
- ☐ Has the THA been translated, if necessary, reviewed and signed by each crew member involved in the activity?
- ☐ Has a pre-activity safety briefing where the THA was reviewed by all workers been held?
- ☐ Have employees been appropriately trained in the hazards relevant to the work?
- ☐ Have all on-site field staff completed a 10-hour OSHA construction class within the last 4 years?
- ☐ Has all field supervisory staff completed a 30-hour OSHA construction class within the last 4 years?

Appendix C: Incident Response Plan

- C.1. Contractors shall develop and implement an airport specific Incident Response Plan (IRP). The Contractor's IRP will be utilized as a project-wide standard operating procedure.
- C.2. The intent of this Contractor's IRP is to ensure the effective handling of incidents that affect contractor employees, the general public, as well as any airport property. This process will require all incidents to be communicated and investigated in a manner enabling timely corrective action. The IRP shall (at a minimum) incorporate the following:

C.2.1. Incident Response Protocol

Step 1 – Emergency Response

- ☐ Fire
- ☐ Life Safety/Medical
- ☐ Environmental
- ☐ Property

Step 2A – Verbal Notification

In the event of an incident or injury, contractor shall immediately notify the following:

- ☐ BGPAA Emergency
- ☐ Airport Communication Center (ACC)
- ☐ BGPAA Program Safety Manager
- ☐ BGPAA Project Manager

Step 2B – Written Notification

Contractor shall provide written notification within 1 hour of an incident, regardless of the severity.

The written Initial Notification Form, at a minimum, shall include the following:

- ☐ What the nature of the incident was?
- ☐ Who was directly involved in the incident?
- ☐ The date, time, and location of the incident?
- ☐ Why the incident occurred?
- ☐ What initial actions were taken?

Contractor shall provide written notification within 1 hour of an incident, regardless of the severity.

The written Initial Notification Form, at a minimum, shall include the following:

- ☐ What the nature of the incident was?
- ☐ Who was directly involved in the incident?
- ☐ The date, time, and location of the incident?
- ☐ Why the incident occurred?
- ☐ What initial actions were taken?

- C.2.1.1. Within that first hour the Initial Notification Form shall be provided to the BGPAA Project Manager, BGPAA Program Safety Manager, and the BGPAA Inspection Team.
- C.2.1.2. With the exception of rescue and emergency procedures, the Contractor shall secure the area. The incident scene shall not be disturbed until it has been released by the investigating official. The Contractor shall perform a Post Incident Drug Screening and provide notification to the BGPAA Project Manager, BGPAA Program Safety Manager, and the BGPAA Inspection Team that a Post Incident Drug Screen has been conducted for all involved personnel.

C.2.2. Incident Investigation

- C.2.2.1. The Contractor must investigate thoroughly all, but not limited to, the following:
- ☐ Any incident that results in the injury of an employee
 - ☐ Any incident that results in a “utility or strike”
 - ☐ Any incident that results in interruption or impact to airport operations
 - ☐ Any incident that results in equipment or property damage
 - ☐ All near misses
- C.2.2.2. Within 24 hours of the incident the Contractor shall complete a thorough incident investigation, and provide the report to the BGPAA Project Manager, BGPAA Program Safety Manager, and the BGPAA Inspection Team.
- C.2.2.3. This report should include, at a minimum the following:
- ☐ Incident Summary (including collateral loss)
 - ☐ Witness Statement(s)
 - ☐ Employee Statement(s)
 - ☐ Root Cause(s)
 - ☐ Disciplinary Action
 - ☐ Retraining documentation

C.2.3. Root Cause Analysis

- C.2.3.1. The Contractor shall ensure that all root causes have been identified and that adequate preventive measures have been implemented to prevent future occurrences of repeat or similar incidents.
- C.2.3.2. The Contractor shall coordinate a formal investigative review meeting (Cause Analysis) within 72 hours of all incidents; this meeting shall be facilitated by the Contractor’s Project Manager. Attendees must include BGPAA Project Manager, BGPAA Program Safety Manager, BGPAA Construction Inspector, BGPAA Facilities Maintenance Group Representative, Contractor Project Superintendent, Contractor Safety Professional(s), Subcontractor Safety Representative (if applicable), Competent Person (if applicable), and any craft person involved in the incident.

C.2.3.3. Contractor shall provide a printed agenda with the following items at a minimum to be reviewed:

- ☐ Completed Official Incident Report
- ☐ Incident Timeline (beginning with verification of employee orientation)
- ☐ Completed JHA with signatures from day of the incident
- ☐ The Root Cause Analysis
- ☐ Work Status Report
- ☐ Corrective action and verification of dissemination (training sign-in sheet).

C.2.3.4. Failure to facilitate the Cause Analysis meeting may result in a Notice of Non-Compliance

C.2.4. Written Emergency Plan

C.2.4.1. Contractor must develop plans for providing medical service including first-aid, CPR and defibrillation.

C.2.4.2. A copy of the emergency plan is to be posted at the work site, first-aid station, and/or bulletin board.

C.2.4.3. Contractor shall develop a layout drawing of the site indicating but not limited to the following:

- ☐ Fire/ambulance access roads
- ☐ Police access points
- ☐ Location of first-aid stations
- ☐ Evacuation muster points
- ☐ Map(s) from work site to medical facilities
- ☐ Locations of required warning or danger alarm systems
- ☐ Location of offices
- ☐ Private Vehicle Parking
- ☐ Equipment parking
- ☐ Storage of all flammable/ combustible liquids, gases or other hazardous materials; includes estimated quantities

C.2.4.4. If any phasing or site plan reconfiguration occurs as a consequence of the progress of construction affects any of the above, the Contractor shall update and distribute the revised layout drawing accordingly.

C.3. Emergency Numbers

The following emergency telephone numbers, at a minimum, shall be included in the given work area:

BGPAA Emergency..... (818) 840-8609

RPT Safety Team.....[To be Established by BGPAA]

C.4. BGPAA CONSTRUCTION SAFETY PROGRAM TEAM CONTACT LIST

[To be determined in consultation with BUR]

Appendix D: Code of Safe Practices

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D.8	Tools Management Plan
D.9	Confined Space
D.10	Fall Protection
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D.12	Demolition
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D.16	Personal Protective Equipment
D.17	Material Handling
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Section D.1: General Provisions

- D.1.1. In addition to these safety requirements all work shall be done in compliance with all applicable standards and regulations (See Appendix E).
- D.1.2. The Contractor shall protect the health and safety of its employees, the public and other persons; prevent damage to property, materials, supplies, and equipment; and avoid interrupting the normal operation of the airport.
- D.1.3. Before starting work, the Contractor shall provide, and have available in good repair and working order, all flags, signs, barricades, lights, electrical generators, and other equipment and materials as may be required for the protection of personnel, air traffic, vehicular traffic, pedestrian traffic and the construction work. All personnel shall have the proper BGPAA-issued identification badges and have received the required training and instruction.
- D.1.4. No person shall be required or instructed to work in surroundings or under conditions that are unsafe to his or her health.
- D.1.5. Workers shall not be permitted to work more the 12 hours in any given 24-hour period and must be provided a day off of work at least 1 out of every 7 days.
- D.1.6. The contractor is responsible for initiating and maintaining a safety and health program that complies with all federal, state and local laws, regulations and industry standards (Appendix E).
- D.1.7. All field workers shall have completed within the last 4 years an OSHA 10-hour course. Proof of training completion shall be made available upon request.
- D.1.8. All field supervisory staff shall have completed within the last 4 years an OSHA 30-hour course. Proof of training completion shall be made available upon request.
- D.1.9. The Contractor shall erect and maintain safety and health bulletin boards in commonly accessed areas in clear view of the on-site workers. It shall contain, at minimum, the following safety and health information:
 - D.1.9.1. A map denoting the route from the project site to the nearest emergency facility
 - D.1.9.2. Emergency phone numbers
 - D.1.9.3. A copy of the current hazard analysis (e.g., JHA, THA, AHA, etc.)
 - D.1.9.4. Safety and Health promotional posters
 - D.1.9.5. A map denoting the location of BGPAA critical infrastructure and a plan to protect it
- D.1.10. All personnel shall be provided with the BGPAA, as well as the Contractor's site-specific safety and health orientation prior to the start of work. Continuous safety and health training provided by the Contractor throughout the entirety of the project is also required.

- D.1.11. While on duty; employees shall not use or be under the influence of alcohol, narcotics, intoxicants, or other mind-altering substances.
 - D.1.11.1. Employees found to be under the influence of or consuming such substances will be immediately removed from the job site. Contractors shall enforce the drug-free workplace requirements.
 - D.1.11.2. Any employee under a physician's treatment and taking prescribed narcotics or any medication that may prevent one being ready, willing and able to safely perform position duties shall provide a medical clearance statement to his or her supervisor
- D.1.12. While on duty; gambling, fighting and/or horseplay shall not be tolerated.
- D.1.13. No burning is permitted on BGPAA property.
- D.1.14. Smoking and Vaping are permitted in designated smoking areas in accordance with BGPAA Rules and Regulations.
- D.1.15. Potential interference with the electronic signals from radios or electronic navigational aids that may affect normal airport operations is prohibited.
- D.1.16. The use of electronic devices during work is prohibited when their use creates a distraction or unsafe condition.
- D.1.17. Any Contractor/Subcontractor employee who is found to be in violation of these safety rules or other Owner's policies or procedures may be removed from the job site.
- D.1.18. Impacts caused by failure of the Contractor, subcontractors at all tiers, and all others to comply, implement and maintain the provisions of the BGPAA Construction Safety Program Requirements shall not be cause for a claim of delay or increased cost to BGPAA.

Section D.2: Cranes (All Lifting Equipment and Rotary Wing Aircraft)

- D.2.1. Pick Plan Requirements: The contractor shall provide a Pick Plan to the Project Manager, Program Safety Manager, and the BGPAA Inspection Team for review at least 48 hours prior to equipment mobilization. This Pick Plan must include the following:
- D.2.1.1. A narrative describing the planned work and include the following information:
 - D.2.1.1.1. Equipment mobilization route, work location, and any planned movement.
 - D.2.1.1.2. Recognition that all work will be compliant with: all applicable laws, regulations, contractual requirements, and the BGPAA CSPR.
 - D.2.1.1.3. Acknowledgment of exposure to non-construction personnel and the controls employed to protect them.
 - D.2.1.1.4. A statement about the % maximum lift of the planned work.
 - D.2.1.1.5. A statement defining the maximum wind allowed for the planned work. This wind limit must acknowledge the reduced capacity of the lift. The combined % maximum lift and reduced capacity shall not exceed 75% without compliance with 2.1 above.
 - D.2.1.1.6. A statement describing the communication plan between the equipment operator and all who will be communicating with the operator.
 - D.2.1.2. The manufacturer's data sheet for each piece of equipment.
 - D.2.1.3. The contractor's plan for % of maximum lift capacity for the greatest % lifts for each phase of work.
 - D.2.1.4. All applicable completed inspections.
 - D.2.1.5. The operator's credentials or current operator card.
 - D.2.1.6. The operator's current medical clearance certificate (not medical record).
 - D.2.1.7. Identification of the Qualified Rigger and credentials.
 - D.2.1.8. Identification of the Signaller with a statement from the employer that they are trained and qualified to perform the planned work.
 - D.2.1.9. Any changes in personnel or equipment must be presented to the Project Manager and Program Safety Manager's Office 24 hours prior to commencement of work.
 - D.2.1.10. A copy of the approved FAA 7460.

D.2.2. General Requirements

- D.2.2.1. Lifts greater than 75% of the equipment capacity are considered a critical lift. All critical lifts are prohibited.
- D.2.2.2. All lifts will cease when winds reach 25 MPH.
- D.2.2.3. No chains are allowed for rigging or lifting with any equipment. With the prior concurrence of the Program Safety Manager that no other practical method is available chain falls may be used on a case by case basis.
- D.2.2.4. The contractor will ensure that no materials will be lifted over workers or any other person.
- D.2.2.5. Multi-lift rigging of crane loads is not allowed.
- D.2.2.6. All sling and crane load line hooks shall have safety latches installed and operational.
- D.2.2.7. All outrigger cranes shall only be operated with outriggers fully extended, wheels not in contact with the ground, and appropriate cribbing in place.
- D.2.2.8. Crane suspended work platforms and rotary wing aircraft shall not be permitted without the Contractor's Safety Professional(s), Contractor's Project Manager, an Engineer, BGPAA Project Manager, and the BGPAA Program Safety Manager all agreeing that there is not another practical method to complete the work.
- D.2.2.9. The swing radius of all cranes must be barricaded with rope, chain, or a similar material (Plastic tape of any kind is not allowed).
- D.2.2.10. Daily crane inspections must be conducted and documented.
- D.2.2.11. All cranes shall be lowered and stowed when not in use.
- D.2.2.12. No crane or equipment outriggers may be set up over fueling/hydrant pits, electrical/communications handholds or similar structures.

Section D.3: Excavation / Underground

- D.3.1. Excavation work shall be planned to identify and review safe work practices, hazard recognition procedures, and soil determination/analysis.
- D.3.2. Open trenches or excavations will not be permitted within the limits of restricted areas of operational runways, taxiways, or ramps.
- D.3.3. Open trenches or excavations are not permitted within the Taxiway Safety Area (TSA) while the taxiway is open.
- D.3.4. Prior to excavation at least one visual and one manual analysis (per Cal/OSHA Title 8 CCR 1541.1 Appendix A) of soil conditions shall be made. The results of both the manual and visual soil analysis shall be documented; documentation shall be immediately available at the excavation site.
- D.3.5. While excavating, the exact locations of the underground utilities must be determined by safe and acceptable methods (See Section D.15)
- D.3.6. All trench banks shall be sloped to the proper angle of slope defined by Cal/OSHA guidelines. Any deviation from Cal/OSHA's guidelines must be designed and approved by a Registered Professional Engineer. If the angle of the slope cannot be achieved, the trench shall be shored per all regulatory requirements.
- D.3.7. Excavation inspections are to be completed and documented daily by competent person; documentation shall be immediately available at the excavation site. The inspection must include a review of soil conditions, protective systems, spoil piles, access and egress systems, surcharge loads, public protection, changing conditions, and hazardous conditions.
- D.3.8. Dust pollution shall be minimized during excavation and the watering of the area should be undertaken where necessary to minimize dust transference.
- D.3.9. Stockpiles shall aim to minimize the effects of attrition and wind action. They shall be sited and shaped to minimize the potential for dust generation. Handling operations shall be kept to a minimum and materials must be deposited onto the stockpile from the minimum practicable height. The surface of long-term stockpiles shall be stabilized using an approved method and prominently marked.
- D.3.10. Open trenches, excavations, and stockpiled material at the construction site shall be prominently marked with red flags and lit during hours of restricted visibility and/or darkness. Open trenches shall be substantially barricaded with orange "safety fence". Safety fence will be maintained so as to be plainly visible, maintain original color and construction.
- D.3.11. Barricades around open holes, trenches, drop-offs, etc. shall be weighted or secured to the ground to prevent displacement by wind or jet blast.
- D.3.12. Coverings for open trenches or excavations shall be of sufficient strength to support the weight of the heaviest aircraft or vehicle operating on the runway, taxiway, apron, or roadway.

- D.3.13. The Contractor shall be responsible for designing sheeting, shoring, and bracing of trenches and excavations greater than 5 feet in depth in accordance with Article 6 of CAL/OSHA and the California State Labor Code. The standards of design referred to in the Labor Code shall be those of Cal/OSHA. The shoring procedure designed by the Contractor shall be suitable for the actual site subsurface conditions and project operational constraints. The Contractor shall submit information required by Section 6705 of the California State Labor Code. Submittals shall be made in accordance with the PR – Submittal Procedures.

Section D.4: Electrical

- D.4.1. All electrical installations shall meet the current NFPA 70E and building code requirements.
- D.4.2. All live electrical parts shall be clearly labeled, protected, and covered at all times.
- D.4.3. Treat all equipment and parts as if they are energized unless verified to be otherwise by a qualified person.
- D.4.4. Safety signs, barricades, and/or attendants shall be required to prevent accidental contact with live electrical parts and equipment.
- D.4.5. All disconnects for motors, branch circuits, service feeders; etc. must be marked to include what it controls.
- D.4.6. Extension cords must be a minimum 12 gauge, and be of the three (3) wire prong type.
- D.4.7. Do not alter electrical plugs (remove ground pins) or receptacles that prevent grounding.
- D.4.8. Electrical equipment used in hazardous locations must be rated and approved for the specific location.
- D.4.9. Contractor shall not run extension cords through doors, windows, walls, and over metal objects such as conduit, pipes, and racks. To avoid damage and/or trip hazards, cords will be hung overhead (utilizing non-conductive materials) when crossing over walkways, aisles and passageways.
- D.4.10. The use of Assured Equipment Grounding Program as the sole means of worker protection will not be allowed on the Project.
- D.4.11. All temporary electrical service 110-120volts 15–20-amp circuits shall be equipped with Ground Fault Current Interrupters (GFCI), as well as, any permanent power sources used for construction activities. This includes all corded equipment plugged into permanent power as well as all generators.
- D.4.12. GFCI's shall be tested in accordance with manufacturer's requirements and frequencies; test logs shall be immediately available.
- D.4.13. All panel schedules shall remain current identifying the proper disconnects and locations.
- D.4.14. All electrical installations shall have adequate working space, and panels labeled for Arc-Flash protection.
- D.4.15. Temporary lights must be protected against accidental contact or breakage.
- D.4.16. All power tools must be double insulated or properly grounded.
- D.4.17. The Contractor must properly lock out / tag out any machinery or equipment in accordance with protocol summarized in the lock out / tag out section in these standards.

Section D.5: Lock out / Tag out

- D.5.1. The Contractor must have an approved written Lock out / Tag out program that meets or exceeds applicable standards (see appendix E).
- D.5.2. The Contractor shall de-energize all energy sources (electrical, hydraulic, pneumatic, steam, gravity, thermal, gravitational, etc.) prior to performing work. The Contractor shall verify a zero energy state prior to performing work. In no case shall work begin before circuits, equipment and/or machinery is tested to ensure that they are, in fact, de-energized.
- D.5.3. Locks and tags must be used by all personnel working on or around all equipment and or machinery.
- D.5.4. Lock out tags and locks shall not be used for purposes other than lockout activities. Each Contractor employee must affix their own lock(s)/tag(s).
- D.5.5. Any waterline shutdown shall require tag out by the Contractor, applicable tier sub(s), and BGPAA maintenance (Minimum three tag out cards).
- D.5.6. Individuals who remove a tag or lock not belonging to them, or overrides a tag or lock in any way, may be removed from site.
- D.5.7. Lock out tags must at a minimum contain Contractor Company name, name of the individual locking/tagging equipment out, telephone number for the individual locking/tagging equipment out, Company telephone number, and the date the equipment was locked out.

Section D.6: Hot Work

- D.6.1. Contractor shall establish a Fire Prevention Plan which complies with applicable standards.
- D.6.2. The use of any device that produces open flame(s) or any spark producing work (e.g. welding cutting, burning, grinding, brazing, arcing, etc.) shall require a written hot work permit.
- D.6.3. An individual assigned as a fire watch with no other responsibilities shall be established and present for the duration of any hot-work and for at least 30 minutes after completion of hot work.
- D.6.4. The Contractor shall create and implement a task specific Hot Work Permit system to be completed daily. The permit must identify hazards directly associated with the specific task and be posted within the specific area of the operation.
- D.6.5. Flash-back protection shall be provided by an approved device that will prevent the flame from passing into the fuel-gas system. Flash-back arrestors shall be installed between gauges and feeds.
- D.6.6. Oxygen and fuel gas pressure regulators, including their related gauges, shall be in proper working order while in use.
- D.6.7. Gas cylinders shall be properly secured at all times to prevent tipping, falling or rolling.
- D.6.8. The gas cylinders should be stored in a cool, dry, well-ventilated, fire-resistant area.
- D.6.9. When a gas cylinder is empty or not being used, ensure that the valve is closed, the regulator removed and that the valve protector cap is secured in place.

Note: gas cylinders that haven't been used for greater than 2 hours is considered storage

- D.6.10. Gas cylinders should be transported using hand trucks designed for that purpose and the cylinders should be secured so that they do not tip, fall or roll.
- D.6.11. Contractor shall protect the public and others from all visual flash during welding operations.
- D.6.12. Fire Extinguishers shall be maintained, inspected, and immediately available in the work area. Employees shall be trained to operate the fire extinguishers in accordance with manufacturer's instructions.

Section D.7: Blasting and Explosives

- D.7.1. Contractor must follow all applicable laws, standards and policies which apply to the use and/or storage of explosive materials at the airport.
- D.7.2. Class “A” explosives are not permitted at all BGPAA airports.
- D.7.3. Permission to transport or store Class B explosives on airport property requires prior permission from the Airport Traffic Control Tower, The Airport Fire Department, and Airfield Operations.

Section D.8: Tool Management Plan

- D.8.1. All construction projects that take place in sterile areas or within the Security Identification Display Area/Air Operations shall maintain an inventory of all tools. The inventory shall be completed upon entering the area to work and upon exiting the area at the completion of work.
- D.8.2. Tool inventory form shall include at a minimum:
 - D.8.2.1. Name of the tool management plan supervisor
 - D.8.2.2. Name/description of the tool
 - D.8.2.3. Serial number of the tool (if applicable)
 - D.8.2.4. Name of worker to whom the tools were issued
 - D.8.2.5. Number of each item issued
 - D.8.2.6. Number of each item returned (to be completed at the end of shift)
- D.8.3. Unattended inventoried tools are to be stored in a locked box.
- D.8.4. Tools must be kept within five feet of the worker responsible at all times.
- D.8.5. Tool inventory forms must be immediately available at all times.
- D.8.6. Any worker who leaves a tool unattended may be removed from the site.
- D.8.7. Concrete and metal drills one half inch or larger shall be equipped with an auto shut- off.
- D.8.8. Contractor shall provide safety devices on all compressors with hoses exceeding a half inch inside diameter at the source of supply or branch line to reduce pressure in case of hose failure. Hose sections must be secured with both pins and whip checks.
- D.8.9. Damaged or defective tools and cords shall be tagged and removed from service immediately.

Section D.9: Confined Space

- D.9.1. All confined space entry and work operations are to be conducted as per OSHA and Cal OSHA's "Permit Required Confined Space" requirements. A written permit must be utilized for all entries and work operations and must be posted close to the entry point and available for review at all times by BGPAA and/or designee.
- D.9.2. Atmospheric testing of confined spaces must be conducted prior to entry and continuously throughout the work process. Atmospheric testing readings must be recorded on the Entry Permit at least once each hour for the duration of the entry and work operation.

NOTE: Control of atmospheric hazards through forced air ventilation does not constitute elimination of the hazards.

- D.9.3. **Confined Space Reclassification:** A permit-required confined space may be reclassified as a non-permit confined space under the following procedures:
- D.9.3.1. If the permit space poses no actual or potential atmospheric hazards.
 - D.9.3.2. All hazards within the space are eliminated without entry into the space.
 - D.9.3.3. The permit space may be reclassified as a non-permit confined space for as long as the non-atmospheric hazards remain eliminated.
 - D.9.3.4. The reclassification of a confined space will be documented and submitted to the BGPAA Project Manager and BGPAA Program Safety Manager, and available to BGPAA and/or designee, upon request.
- D.9.4. Confined Space Rescue
- D.9.4.1. All rescue operations are the responsibility of the Contractor.
 - D.9.4.2. A written Non-Entry Rescue Plan must be submitted and implemented.
 - D.9.4.3. Planned Entry Rescue shall not be permitted without the Contractor's Safety Professional(s), Contractor's Project Manager, an Engineer, BGPAA Project Manager, and the BGPAA Program Safety Manager all agreeing that there is not another practical method to perform rescue.
 - D.9.4.4. Burbank Fire is not permitted to be used for Confined Space Rescue.
 - D.9.4.5. All rescue operations shall be completed within 4 minutes of an emergency condition being identified.

Section D.10: Fall Protection

- D.10.1. If the Contractor has personnel working at heights, exposed to fall hazards and using fall protection equipment, they shall develop a Site-Specific Fall Protection, Prevention and Rescue Plan. The plan shall describe in detail the following:
 - D.10.1.1. Description of the project or task performed;
 - D.10.1.2. Training requirements to include the safe use of fall protection plan;
 - D.10.1.3. Anticipated hazards and fall hazard prevention and control;
 - D.10.1.4. Rescue plan and procedures;
 - D.10.1.5. Design of anchorages/fall arrest and horizontal lifeline systems.
- D.10.2. The fall protection threshold height requirement is six (6) feet for all work.
- D.10.3. The use of controlled access zones, safety monitor systems, or controlled decking zones are not allowed to be used for fall protection.
- D.10.4. Employees working at grade or at the same surface as exposed protruding reinforcing steel or other similar projections shall be protected with guardrails, troughs, or protective covers.
- D.10.5. When conducting inspection, investigation or assessment work during construction activities, fall protection is required for employees exposed to fall hazards.
- D.10.6. Covers shall be installed on any hole two (2) inches in its least dimensions on all walking/working surfaces.
- D.10.7. When using Aerial Lift and Scissor Lift Equipment; workers shall be tied off to an approved anchor point. Fall protection equipment used shall prohibit workers from climbing out of the equipment.
- D.10.8. Workers shall not be tied off to mobile equipment such as forklifts, pick-up trucks, cranes, or excavators.

Section D.11: Ladders

- D.11.1. Ladders shall not be placed in passageways, doorways, drives, or any locations where they may be displaced by any other worker or the general public unless protected by barricades or guards.
- D.11.2. Ladders shall be inspected for visible defects on a daily basis and tagged safe for use.
- D.11.3. Tags shall be readily visible, made of materials that will withstand the environment in which they are used, be legible and shall include name of inspector and date of last inspection.
- D.11.4. Broken or damaged ladders shall be tagged “DO NOT USE” or similar wording and applicable languages and removed from the jobsite.
- D.11.5. Ladders shall be secured as necessary to hold them rigidly into place and to support the loads that will be imposed upon them.
- D.11.6. Metal/conductive ladders are prohibited to be used on BGPAA construction sites.

Section D.12: Demolition

- D.12.1. A written demolition work plan must be completed and submitted as part of the site specific safety plan prior to commencing any demolition work.
- D.12.2. A written pre-activity checklist confirming that all stakeholders (including all Contractors and Subs) agree that demolition activities may proceed shall be completed prior to the commencement of demolition activity.
 - D.12.2.1. This checklist must be completed for each area of demolition throughout the entirety of the project.
- D.12.3. The demolition plan shall ensure that during the course of demolition, no utilities adjacent to the demolition site are to be affected by the demolition operation.
- D.12.4. Materials, tools, or other objects shall not be thrown or intentionally dropped from buildings or structures.
- D.12.5. Prior to demolition all utilities are to be de-energized, turned off, cut, capped, and made safe.
- D.12.6. Demolition debris shall be removed at frequent intervals and the site kept clean at all times.

Section D.13: Security

- D.13.1. All security violations shall be challenged by the individual who observes it. All workers shall be trained, as part of the Contractor's orientation, on what to do when a security violation is noted, whether airside or landside of the Project.
- D.13.2. Workers who violate security procedures may be removed from the site.
- D.13.3. The Contractor shall comply with all requirements of the Airport Security Plan (ASP) and with the security requirements specified herein.
- D.13.4. The Contractor shall designate, and submit to BGPAA in writing, the name of its Contractor Security Officer (CSO). The CSO shall be accountable for the security requirements for the Contractor.
- D.13.5. The Contractor's Security Officer (CSO) will be responsible for all security precautions. Prior to the commencement of the work, the CSO shall provide BGPAA an outline of a proposed security protection plan as described in this section (i.e., challenging, ID checks, gate control and general site security) for all work contemplated under the contract.
- D.13.6. Perimeter Fence Security
- D.13.6.1. Contractor shall not open gates or remove fencing without approval of BGPAA. Adequate precautions shall be taken to prevent entrance of unauthorized persons to Airport-restricted areas or inadvertent entry of dogs or large animals into the AOA.
- D.13.6.2. Prior to securing work each evening, Contractor shall ensure that all access gates which have been opened are closed and locked, and that perimeter fencing is restored to a condition that will maintain present security standards.
- D.13.6.3. No Contractor or Subcontractor will be permitted to store materials, park equipment or erect permanent or semi-permanent structures within ten (10) feet of either side of the AOA perimeter security fence.
- D.13.6.4. The gates shown on the drawings shall be used for access to the worksite(s). Use of a gate for continuous access will require the gate be manned by a guard with a BGPAA-issued identification badge, equipped with a cell phone or radio, portable lights, and a guard shack. The Contractor shall schedule with BGPAA a minimum of 24 hours prior to requiring any access through any AOA gates.
- D.13.6.5. Gate guards shall be provided by the Contractor as required. If required, the Contractor must provide three (3) guards, one (1) per shift, at each active gate.

Section D.14: Work Platforms and Scaffolding

- D.14.1. Contractors shall use a scaffold tagging system in which all scaffolds are tagged by the Competent Person. Tags shall be color coded: green indicates the scaffold has been inspected and is safe to use; red indicates the scaffold is unsafe to use. Tags shall be readily visible, made of materials that will withstand the environment in which they are used, be legible and shall include the Competent Person's name, signature, and date of last inspection.
- D.14.2. The maximum intended working load for each scaffold shall be posted at a conspicuous location at each job site or be provided to each supervisory employee who shall have it readily available at the job site.
- D.14.3. All casters or wheels shall be locked when a scaffold is occupied.
- D.14.4. No person shall be allowed to ride on manually propelled scaffold at any time.
- D.14.5. All Aerial Lift and Scissor Lift Equipment shall be lowered and stowed when not in use.

Section D.15: Protection of Utilities

- D.15.1. When working around underground utilities the utilities shall be located, potholed, surveyed, recorded and marked. Marks are to be maintained as required in the contract. Records shall be submitted to BGPAA.
- D.15.2. The Contractor must submit a Utility Protection Plan to the BGPAA Project Manager prior to any activities that may result in a utility strike. The Utility Protection Plan must include the following:
 - D.15.2.1. A map of the area where work will take place denoting known utilities and critical infrastructure.
 - D.15.2.2. Methods of positive protection for all critical infrastructure, this includes but is not limited to: FAA, DWP, and BGPAA property.
 - D.15.2.3. A discussion on methods employed to locate unknown utilities:
 - D.15.2.3.1. Review of As Built drawings, record drawings or area models.
 - D.15.2.3.2. Research and review of tenant drawings from previous work.
 - D.15.2.3.3. Non-destructive pot holing and excavation to uncover utilities.
 - D.15.2.3.4. The contractor shall employ ground penetrating radar, x-ray, or other non-destructive methods to identify utilities at proposed excavations, coring, and or selective demolition wherever that may occur in addition to utility company notification requirements. BGPAA inspection shall be notified prior to this activity occurring and shall review markings prior to proposed excavations, coring, and or selective demolition. Employ all necessary safety precautions for the method used.
 - D.15.2.3.5. Reverse engineering of known infrastructure to help assess the work area.
 - D.15.2.3.6. Interviews with BGPAA and tenant personnel to obtain institutional knowledge.
 - D.15.2.4. A risk assessment of the utility or work area describing how dangerous or disruptive it will be if the utility is struck. The risk must be expressed in a probability and severity format.

Section D.16: Personal Protective Equipment

- D.16.1. The Contractor shall be responsible for providing and requiring the use of required personal protective equipment for all project workers.
- D.16.2. Approved hard hats shall be worn at all times while on the construction site. Cowboy and other novelty hats are not permitted. Each employee's proper name shall be affixed to the front of the hard hat.
- D.16.3. Hearing protection shall be worn when exposed to noise levels above 85 decibels (dB).
- D.16.4. A serviceable pair of ANSI Z41 rated work boots shall be worn at all times when on the worksite.
- D.16.5. Serviceable ANSI Z87.1 rated eye protection shall be worn at all times when on the worksite.
- D.16.6. A face shield must be worn when exposed to flying material.
- D.16.7. Reflective garments meeting ANSI 107-2010, Class 2 or better must be worn at all times while on the construction site.
- D.16.8. Full length pants shall be required at all times. Shirts must cover the entire mid- section and the sleeves must cover the entire shoulder or be 4" in length, whichever is greater.
- D.16.9. Long hair shall be contained under a hard hat or net if the individual is working where hair may become entangled.
- D.16.10. Appropriate protective gloves shall be worn when workers may be exposed to abrasions, hazardous substances, burns, cuts, punctures, live electricity, or other hazards. Workers shall receive effective training to ensure that the appropriate type of glove is used for protection of the applicable hazard.

Section D.17: Material Handling and Storage

- D.17.1. Employees shall be trained and shall use safe lifting techniques.
- D.17.2. Material handling devices shall be available for the material handling needs of an activity.
- D.17.3. Whenever heavy or bulky material is to be moved, the material handling needs shall be evaluated in terms of weight, size, distance, and path of movement and documented on hazard assessment. The following hierarchy shall be followed in selecting a means for material handling:
 - D.17.3.1. Elimination of material handling needs by engineering controls
 - D.17.3.2. Movement by mechanical device (e.g., lift truck, overhead crane)
 - D.17.3.3. Movement by manual means with handling aid (e.g. dollies or cart); or movement by using safe lifting techniques.
 - D.17.3.4. Where the movement of materials may be hazardous to persons, taglines or other devices shall be used to control the loads being handled by hoisting equipment.
 - D.17.3.5. When moving materials, using powered industrial trucks or heavy moving equipment, all loads shall be secured in a safe manner as to prevent shifting during transportation.
- D.17.4. Materials and equipment shall be stored in approved areas when not in use and where they will not constitute a hazard to airport operations. The Contractor shall inspect all construction and storage areas as often as necessary to be aware of conditions and identify potential hazards and implement corrective actions. All stockpiled materials shall be prominently marked.

Section D.18: Steel Erection

- D.18.1. All workers on steel with a fall exposure of 6 feet or greater will be 100% protected by a Personal Fall Arrest System (PFAS).
- D.18.2. Multi lift rigging of steel is prohibited.

Section D.19: Air Operations Area Safety (Airside Projects)

- D.19.1. Contractor shall follow the United States Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5370-2G or as updated regarding guidelines for operational safety on airports during construction.
- D.19.2. Contractor shall submit a CSPP (Construction Safety and Phasing Plan) per Federal Aviation Administration Advisory Circular No. 150/5370-2G to the Project Manager prior to beginning construction.
- D.19.3. Prevent employees, Subcontractors, suppliers, and vendors or equipment from intruding upon the Air Operations Area (AOA), without the knowledge and concurrence of BGPAA Airport Operations.
- D.19.4. The Contractor shall prevent foreign object debris (FOD) from accumulating on the AOA. Likewise, should an employee working for or under the Contractor encounter FOD, he or she is obligated to remove it and safely dispose.
- D.19.5. Plastic tape of any kind is not allowed to be used in the AOA.
- D.19.6. The Contractor shall not allow any material or equipment to obscure pavement markings, pavement edges, or detract from the visibility of runway/taxiway markings or lighting.
- D.19.7. The contractor shall secure all material and equipment, at all times, (such as lightweight construction materials) to prevent displacement from wind or jet blast.
- D.19.8. The contractor shall monitor and control dust, as per contract documents, by using water trucks, vacuum trucks, sweeping and other additional means to prevent any exposures above recognized limits or which could interfere with airport operations.
- D.19.9. The Contractor shall take all necessary steps to prevent the following hazards:
 - D.19.9.1. Mounds or piles of earth, construction materials, temporary structures, or other objects in the vicinity of any operational runway, taxiway safety areas, taxi lane, object free areas, obstacle free zones, and related safety approach or departure areas.
 - D.19.9.2. Vehicles or equipment (whether operating or idle) on any open runway, taxiway, taxi lane, or in any related approach, departure, or any safety area.
 - D.19.9.3. Objects, especially tall cranes or drilling equipment that are not properly lighted or flagged, or activities on or anywhere in the vicinity of active runways, approaches or departures which could be distracting, confusing or alarming to pilots during aircraft operations.
- D.19.10. The Contractor must provide adequate clearances for takeoffs and landing over obstructions or work or storage areas.
- D.19.11. Night work lighting shall not be directed in such a manner that it interferes with airport operations.

D.19.12. The Contractor shall provide or maintain the following:

- D.19.12.1. Temporary runway and taxiway threshold marking and lighting as required.
- D.19.12.2. An employee on twenty-four-hour call (and another person as back-up) to maintain construction barricades and signal flashers at airside. Contact numbers shall be provided to the Project Manager prior to start of work and updates submitted upon any change.
- D.19.12.3. Daily inspections of temporary airside fencing. Repairs shall be given top priority to deter human and animal intrusion into the Airport Operations Areas.
- D.19.12.4. All Flag Persons shall be trained to DOT, State and AOA requirements.

D.19.13. Construction Activity and Aircraft Movements:

- D.19.13.1. Prior to the start of the construction activities affecting aircraft movement areas, the safety requirements relating thereto will be coordinated by BGPAA between Airport Operations, air carriers, fixed base operators, other users and appropriate representatives of the FAA. This coordination will be based upon the Contractor's approved construction schedule with the primary purpose of compliance with the contract document requirements.
- D.19.13.2. For construction activity to be performed in other than the AOA, the storage of materials and parking of equipment, when not in use or about to be installed, should not encroach upon the AOA. In protecting operational areas, the minimum clearances maintained for runways and taxiways shall be in accordance with Federal Aviation Regulations (FAR) Part 77 (latest version).
- D.19.13.3. When necessary to accomplish construction within areas defined by FAR Part 77, while aircraft operations are in progress, the following minimum distances from runways and taxiways shall be maintained, unless otherwise specified.
 - D.19.13.3.1. Distance from runway centerline - 250 feet
 - D.19.13.3.2. Distance from taxiway centerline - 200 feet
 - D.19.13.3.3. Distance from runway threshold - (longitudinally) -1000 feet
 - D.19.13.3.4. Limitation of Construction Activities
- D.19.13.4. No lips or drop-offs will be allowed between temporary panels or surfaces and adjacent pavement. Other construction shall not result in lips greater than 1-inch, for pavement traveled by aircraft; and 3 inches for edges between old and new surfaces at edges and ends not traveled by aircraft.

- D.19.13.5. Welding, cutting or other open-flame operations are prohibited unless adequate fire and safety precautions are provided and have been approved in writing by the local Fire Authority having jurisdiction.
- D.19.13.6. Open trenches, excavations and stockpiled material at the construction site shall be prominently marked with barricades and lights.
- D.19.13.7. Stockpiled material for use during the current work shift shall be located within the barricaded work area and limited in height to avoid obstruction in line-of-sight considerations for aircraft, air traffic control and flagging personnel and constrained in a manner to prevent movement resulting from aircraft blast or wind conditions. No material may be stored in the work areas during non- working hours.
- D.19.13.8. The Contractor will ensure that all lighting fixtures are shielded and positioned to protect against interference with the vision of pilots and air traffic controllers.
- D.19.13.9. During non-working hours all trenches and excavations outside of the barricaded work areas shall be backfilled or covered.
- D.19.13.10. Non-working hours shall be defined as those hours when construction is not taking place within a work area.
- D.19.13.11. Barricades and Marking of Barricades
 - D.19.13.11.1. Continuous burning "Standing Red" barricade lights and/or other lighted hazard devices stipulated on the phasing plans shall be 100% operative at all times while in place. It shall be the Contractor's responsibility to immediately repair or replace any light or flasher that is not operating and be repaired by the Contractor at the Contractor's expense to the satisfaction of BGPAA.
 - D.19.13.11.2. Barricades and hazard lights shall be in place prior to commencing construction operations and shall be maintained in near new appearance for the life of the contract.
- D.19.13.12. No ramp, apron, taxiway, or runway area shall be closed to aircraft without approval of the Engineer. This will enable Notices to Airmen (NOTAMS), or other advisory communications to be issued. A minimum of 5-days' notice of requested closing for taxiways or movement areas, and 45 days for runway closures shall be directed to BGPAA. BGPAA will arrange inspections prior to opening any area to air traffic. Any waste material, and/or debris must be removed from aprons promptly to avoid possible damage to aircraft.

- D.19.13.13. When Airport roadways and public highways are used in connection with construction under this Contract; the Contractor shall remove all debris from the surfaces of such roadways. Trucks and equipment shall have all accumulated dirt, mud, rocks and debris removed when leaving the work area. Loads shall have 6 inches of freeboard and secured to prohibit loss of material. If spillage occurs, such roadways shall be swept clean immediately after such spillage to allow for safe operation of vehicles as determined by BGPAA. If the Contractor is negligent in cleanup and BGPAA forces are required to perform the work, the expense of said cleanup shall be paid by the Contractor.
- D.19.13.14. No loose material or waste (FOD), capable of causing damage to aircraft or capable of being ingested into jet engines may be left in the working area on or next to runways, taxiways, ramps, or aprons. The Contractor shall direct special attention to all areas which are operational to aircraft during construction. These shall be kept clean and clear of all materials or debris at all times. Any food waste shall be promptly cleared to prevent attracting birds and animals.
- D.19.13.15. Existing Pavements and Facilities
- D.19.13.15.1. The Contractor shall preserve and/or protect existing and new pavements and other facilities from damage due to construction operations. Existing pavements, facilities, utilities, or equipment which are damaged or equipment which are damaged, shall be replaced or reconstructed to original strength and appearance at the Contractor's sole expense. The Contractor shall take immediate action to replace any damaged facilities and equipment and reconstruct any damaged area which is to remain in service.
- D.19.13.15.2. Any distress appearing within and/or jeopardizing any public right-of-way due to the construction should immediately be notified to BGPAA
- D.19.13.16. Storage Areas
- D.19.13.16.1. The Contractor Staging Area, as depicted on the plans, shall be used to store all idle equipment, supplies and construction materials. Storage shall not interfere with operational areas.
- D.19.13.16.2. When not in use during working hours, and at all other times, all material and equipment shall be stored at the storage site indicated on the drawings unless prior approval is provided by BGPAA.
- D.19.13.16.3. The Contractor shall not store materials or equipment in areas in which the equipment or materials will affect the operation of FAA electronic equipment.
- D.19.13.16.4. All equipment storage and movement shall have prior written approval of BGPAA.
- D.19.13.16.5. No materials may be stored on the AOA unless authorized by BGPAA.

- D.19.13.16.6. Contractor's vehicles, equipment and materials shall be stored in areas designated on the drawings. Upon completion of the work, the storage areas shall be cleaned up and restored to their original condition to the satisfaction of BGPAA.
- D.19.13.16.7. During all non-working hours, equipment shall be parked in the Contractor's Staging area designated on the drawings with the restrictions listed thereon. Parking of construction workers' private vehicles shall not be allowed within storage areas located on the AOA.
- D.19.13.16.8. The Staging area shall be used to store all bulk materials needed for the project must be fenced at the Contractor's sole expense. However, barricades with red flashing lights shall be installed where potential conflicts with aircraft or ground vehicular traffic exists. Stockpiles shall not penetrate the FAR Part 77 imaginary surfaces or present FOD problems.
- D.19.13.16.9. Equipment and materials shall not be stored between runways, except as approved, in writing, by BGPAA

D.19.13.17. Obstructions to Navigation

- D.19.13.17.1. Penetrations of the imaginary surfaces defined in FAR Part 77 shall not be permitted without advance notification of, and approval by BGPAA. It will be necessary for the Contractor to file FAA Form 7460-1 with the FAA to obtain approval prior for operation of equipment 15 feet or more in height, including but not limited to vehicles, cranes, or other construction equipment, structures, stockpiled materials, excavated earth, etc. It shall be the Contractor's sole responsibility to file this document. Allow at least 45 days for FAA review and approval prior to expected use of such equipment.
- D.19.13.17.2. When penetrations more than 15 feet above ground level (AGL) are unavoidable, they shall be brought to the attention of BGPAA, as far in advance as possible to allow NOTAMS to be prepared and distributed to appropriate FAA divisions for publication and dissemination. The Contractor shall comply with the provisions of AC 70/7460-1, latest edition, in the marking and lighting of obstacles. The Contractor shall allow at least 45 days for FAA review and approval. No delays, nor additional contract time, will be granted the Contractor for Contractor's failure to submit the necessary documents in a timely manner.
- D.19.13.17.3. Appropriate sketches shall be prepared by the Contractor with precise locations shown on the Airport Layout Plan, Height Restriction Plan, or other similar drawing, along with elevations depicting the obstructing object's relationship to the imaginary surfaces.

D.19.14. Daily Inspections

- D.19.14.1. BGPAA will conduct a daily inspection of each construction site before workers leave for the day to ensure that areas surrounding the sites are safe for aircraft operations. BGPAA will be watchful for food scraps and debris that can be ingested into aircraft engines (FOD), loose polyethylene and other light materials capable of being blown onto aircraft movement areas by wind, unlighted construction and obstruction lights, vehicles and equipment left outside construction areas, construction areas left unlocked, access gates left open, weak partitions or fences, etc. All discrepancies shall be corrected before workers depart from the work site.
- D.19.14.2. BGPAA will review potentially hazardous conditions which may occur during airport construction and maintenance and may include, but is not limited to the following:
- D.19.14.2.1. Trenches, holes, or excavation on or adjacent to any open runway or related safety area.
 - D.19.14.2.2. Unmarked/unlighted holes or excavations in any apron, open taxiway, open taxi lane, or related safety area.
 - D.19.14.2.3. Mounds or piles of earth, construction materials, temporary structures, or other objects on or in the vicinity of any open runway, taxiway, taxi lane or in a related safety, approach or departure area.
 - D.19.14.2.4. Pavement drop-offs or pavement turf lips (either permanent or temporary) which would cause, if crossed at normal operating speeds, damage to aircraft that normally use the airport.
 - D.19.14.2.5. Vehicles or equipment (whether operating or idle) on any open runway, taxiway, taxi lane, or in any related safety, approach or departure area.
 - D.19.14.2.6. Vehicles, equipment, excavations, stockpiles, or other materials which could impinge upon NAVAID critical areas and degrade or otherwise interfere with electronic signals from radios or electronic NAVAIDs or interfere with visual NAVAID facilities. NAVAID critical areas are shown on the plans.
 - D.19.14.2.7. Unmarked utility, NAVAID, weather service, runway lighting, or other power or signal cables that could be damaged during construction.
 - D.19.14.2.8. Objects (whether marked/flagged or not) or activities anywhere on or in the vicinity of airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
 - D.19.14.2.9. Un-flagged/un-lit low visibility items (such as tall cranes, drills, etc.) in the vicinity of an active runway, or in any approach or departure area.
 - D.19.14.2.10. Misleading or malfunctioning obstruction lights.
 - D.19.14.2.11. Unlighted/unmarked obstruction in an approach to any open runway.

- D.19.14.2.12. Inadequate approach/departure surfaces (needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas).
- D.19.14.2.13. Inadequate, confusing, or misleading (to pilots) marking /lighting of runways (including, displaced or relocated thresholds), taxiways, or taxi lanes.
- D.19.14.2.14. Water, dirt, debris, or other transient accumulation which temporarily obscures pavement marking, pavement edges, or derogates the visibility of runway/taxiway marking, lighting or of construction and maintenance areas.
- D.19.14.2.15. Inadequate or improper methods of marking, barricading, or lighting temporarily closed portions of airport operation areas.
- D.19.14.2.16. Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, aprons or related safety areas.
- D.19.14.2.17. Inadequate fencing or other marking to separate construction or maintenance areas from open aircraft operating areas.
- D.19.14.2.18. Inadequate control of vehicle and human access, and non-essential, non-aeronautical activities, on open aircraft operating areas.
- D.19.14.2.19. Improper radio communication maintained between construction / maintenance vehicles and BGPAA Ops/Inspection or other on-field communications facility (e.g., FAA Flight Service Station (FSS) or Unicom radio).
- D.19.14.2.20. Construction/maintenance activities or materials which could hamper Airport Rescue and Fire Fighting (ARFF) vehicle access from ARFF stations to all parts of the runway/taxiway system, runway approach and departure areas, or aircraft parking locations.
- D.19.14.2.21. Bird attractants such as edibles (food scraps, etc.), trees, brush, other trash, grass/crop seeding, or pond water on or near the airport.
- D.19.14.2.22. Personnel at the construction site without proper BGPAA identification or improper escorts for persons at the job site without proper identification.
- D.19.14.2.23. Vehicles, involved in the project, that do not meet the safety requirements of BGPAA.
- D.19.14.2.24. Improperly marked, lighted and flagged vehicles involved in the project.

- D.19.14.2.25. The time restrictions for all work shifts, including the nightly work shifts, are totally inclusive of the Contractor moving onto the site, performing work activities, performing all clean-up, having the work area, pavements, and haul routes inspected and approved by the Inspector(s) and moving off the site. The Contractor shall provide adequate lighting for the needs of the Inspection personnel.
- D.19.14.2.26. Any Aircraft Movement Surface or adjoining runway, taxiway or taxilane safety area that does not pass inspection must remain closed until such time cleanup is performed and approved.

D.19.14.3. Emergency Procedures

- D.19.14.3.1. The Contractor shall become familiar with airport emergency procedures and shall conduct operations so as not to conflict with such events. Clear routes for Airport Rescue and Fire Fighting (ARFF) equipment shall be maintained in operational condition at all times.
- D.19.14.3.2. In case of any emergency caused by an accident, fire, or personal injury or illness, Airport Police are to be immediately notified. Police will coordinate with other emergency agencies as necessary. The Contractor shall also notify BGPAA so that any coordination or closures that may be required can be addressed immediately.

D.19.14.4. Marking of Equipment/Restrictions on cranes

- D.19.14.4.1. Each vehicle or piece of equipment anywhere on the Airport site that extends higher than 15 feet above ground shall be equipped with a flag mounted firmly on the highest part of the equipment and shall be obstruction lighted per the current edition of FAA Advisory Circular 70/7460-1 when the visibility is less than three (3) miles or during periods of darkness. Federal Aviation Regulation Part 77, states that no permanent or temporary structure can exceed an imaginary surface which begins 500 feet laterally from the runway centerline and extends outward and upward at a 7:1 ratio. In addition, the crane must be obstruction lit per Advisory Circular 70/7460-1 whenever visibility is less than three (3) miles, and it must be lowered at the end of the day. Flags should be rectangular in shape with stiffeners to keep them from dropping in calm wind. This flag shall be not less than 3 feet square consisting of five 1-foot squares of international orange color and four 1-foot squares of white color.
- D.19.14.4.2. Depending on the location of the construction site, there may be severe restrictions on the use of equipment that extends skyward, such as cranes and concrete pumping booms. Some of these restrictions include limitations on the height cranes can be extended during times of reduced visibility, e.g., cranes may not be raised unless visibility is 3 miles or greater. Contact BGPAA for further information, if cranes or other vertically extendable equipment will be used on the project
- D.19.14.4.3. If cranes or other equipment exceeding 15 feet in height are to be used, the Contractor will be required to submit for approval the FAA's application Form 7460-1 to:

Federal Aviation Administration
Attention: Airports Division, AWP-600
777 S. Aviation Blvd. Ste 150
El Segundo, CA 9024

Section D.20: Emergency Procedures

- D.20.1. Emergency plans to ensure employee safety in case of fire or other emergency shall be prepared, in writing, and reviewed with all affected employees. Emergency plans shall be tested to ensure their effectiveness.
- D.20.2. Plans shall include escape procedures and routes, critical plan operations, employee accounting following an emergency evacuation, rescue and medical duties, means of reporting emergencies, and persons to be contacted for information or clarification.
- D.20.3. Emergency telephone numbers and reporting instructions, ARCC, fire, and police shall be conspicuously and clearly posted at the work site.
 - D.20.3.1. BGPAA Emergency: (818) 840-8609
- D.20.4. The Contractor's emergency procedures should be continually reviewed and adjusted to provide maximum effectiveness. All such procedures are to be included in the Contractor's Site Specific Safety Plan.
- D.20.5. Contractor shall see that at least one designated person shall be available at all times on the job site while work is being conducted to render first-aid and CPR.
 - D.20.5.1. Designated individual(s) must carry a current and valid certification from ARC, AHA or any equivalent training program that can be verified.
 - D.20.5.2. A minimum ratio of one such qualified person for every ten (10) employees shall be maintained throughout the course of construction.
- D.20.6. First-aid kits shall be located in the immediate area, be easily accessible to all workers, and protected from the weather. The individual contents of the first-aid kits shall be Type II or Type III and at a minimum, meet the requirements for a 16-unit container.
- D.20.7. First-aid kits locations shall be clearly marked and distributed throughout the site(s).

Section D.21: Protection of the Public and Property

- D.21.1. For the purpose of this section, “public” shall be construed as all non-construction personnel.
- D.21.2. It is the contractor’s responsibility to control potentially dangerous areas that exist within and around the construction project.
- D.21.3. A pre-construction survey of the site property, adjacent utilities, property, streets and operations must be performed prior to mobilization to assess surrounding exposures and current conditions of soils and nearby structures.
 - D.21.3.1 The findings of this survey should be documented and should be a part of the planning process for the safety of persons and property during construction operations.
 - D.21.3.2 These findings should also be reflected on the contractor’s site safety plan.
- D.21.4. Appropriate warnings, signs and instructional safety signs shall be conspicuously posted where necessary. In addition, a Contractor designated qualified signal person shall control the moving of motorized equipment in areas where the public might be endangered.
- D.21.5. Work areas must be contained and kept free of debris on a daily basis. Construction supplies should be secured to minimize the potential of materials blowing off open areas. Only proper securing methods should be used. Use of brick, concrete block, wood or other unsecured material is prohibited.
- D.21.6. Protective devices shall be designed to protect the public and others on or adjacent to the Site from potential exposures created by the work.
- D.21.7. Protective devices shall be maintained in a clean and smooth condition so as not to cause cuts, nicks, splinters, or snag clothing.
- D.21.8. Protective devices shall be designed to withstand the reasonably anticipated forces in or around the work area, including but not limited to, wind, vibration, runoff, and other natural or man-made conditions.
- D.21.9. Contractor shall remove each protective device when the device is no longer required.
- D.21.10. Separate and protect work areas from occupied areas with cones, barriers, or other temporary barricades if workers must leave a work area momentarily.
- D.21.11. Maintain doors or gates closed/secured when these open directly into occupied areas.
- D.21.12. Tour all work areas regularly, especially if the type of work being done is deemed to create problems and exposures to accidents. Make sure that unsafe conditions are corrected before leaving scene of work.
- D.21.13. Dust and noise shall be controlled properly to allow the airport to maintain its regular operations without interruptions.

- D.21.14. The Contractor's emergency procedures should be continually reviewed and adjusted to provide maximum effectiveness. All such procedures are to be included in the Contractor's Site Specific Safety Plan and coordinated with the Construction Manager, BGPAA Inspectors and Operations. Initial emergency procedures and any subsequent amendments must be submitted in writing to the Construction Manager and Program Safety Manager upon completion.

Section D.22: Motor Vehicles & Equipment

- D.22.1. Motor vehicle operations within and on the Airport premises shall be governed generally by the provisions of the California State Motor Vehicle Codes and Traffic Direction procedures and signals for turns. Lights and safe-driving precaution shall be in conformity therewith. In addition, motor vehicles shall conform to all special regulations prescribed by BGPAA.
- D.22.2. Traffic on perimeter roads, enplaning and deplaning drives, public thoroughfares and parking areas of the Airport is limited to those vehicles properly licensed to operate on public streets and highways. If construction equipment not licensed for use on public highways is to be used at any time to travel along public roadways, specific authorization must be given by BGPAA in advance. If authorization is granted the equipment shall be escorted by an approved escort vehicle at all times.
- D.22.3. All vehicular equipment in the Air Operations Area (AOA), access road, aircraft parking or storage areas shall at all times comply with any lawful signal or direction of BGPAA employees. All traffic signs, lights, and signals shall be obeyed, unless otherwise directed by BGPAA employees.
- D.22.4. Every person operating motorized equipment of any character on any area shall operate the same in a careful and prudent manner and at a rate of speed posted or fixed by this section and at no time greater than is reasonable and proper under the conditions existing at the point of operating, taking into account traffic and road conditions, view, obstructions, and shall be consistent with all conditions so as not to endanger the life, limb, or property or the rights of others entitled to the use thereof.
- D.22.5. Fork Lift Operators must be trained and certified as per OSHA/Cal OSHA. All forklift operators must have proof of training on their person, at all times while operating, indicating that they are a certified operator. All Contractors must be able to submit proof of training for each forklift operator who will be utilized on the Project.
- D.22.6. Forklifts may not be used as a lifting device by utilizing rigging in any form, to move, carry or support a load unless specifically allowed (through written verification) by the machine manufacturer and utilizing only manufacturer means and methods. The Contractor must be able to submit appropriate written documentation to BGPAA and/or designee, upon request.
- D.22.7. Spoil covers shall be used whenever trucks are loaded and operating on BGPAA property or public streets and roads adjacent to BGPAA property.
- D.22.8. All vehicles and equipment shall have a functional back up alarm and spotters shall be used.
- D.22.9. The Contractor shall provide means for cleaning haul vehicles to prevent mud or other deleterious materials from accumulating on ramps, taxiways, runways and airport roads.

- D.22.10. All construction equipment windshields and side windows shall be clean and unbroken. Safety equipment such as headlights, taillights, brake lights, and clearance lights, etc., shall be kept clean and tested daily, or at the beginning of each shift while operating in the AOA. Equipment deficiencies that interfere with the safe operation of equipment on the AOA must be repaired immediately. Equipment with deficiencies will not be allowed to work on the AOA.
- D.22.11. Equipment and vehicles must be marked as mandated by the FAA.

Section D.23: Hazardous or Toxic Agents and Environments

- D.23.1. Exposure, through inhalation, ingestion, skin absorption, or physical contact, to any chemical, biological, or physical agent in excess of the acceptable limits shall be prohibited.
- D.23.2. All operations, materials, and equipment shall be evaluated to determine the presence of hazardous environments or if hazardous or toxic agents could be released into the work environment.
- D.23.3. Safety Data Sheets (SDS) for the materials on site shall be immediately available. Applicable information contained in the SDS shall be incorporated in the JHA, THA, AHA, etc.
- D.23.4. All storage of hazardous or toxic agents shall be in accordance with the recommendations of the manufacturer.
- D.23.5. All portable or temporary ventilation systems shall remove dusts, fumes, mists, vapors and gases away from the worker and the work environment or provide air to prevent an oxygen deficient atmosphere.
- D.23.6. Silica sand shall NOT be used as an abrasive blasting media. Alternative abrasive blasting materials are available and shall be used.
- D.23.7. When there are warnings or indications of impending severe weather (heavy rains, thunderstorms, heavy winds, lightning, etc.) weather conditions shall be monitored by Contractor. Appropriate precautions shall be taken to protect personnel and property from the effects of severe weather.
- D.23.8. Employers shall develop a comprehensive written site-specific heat/cold stress monitoring plan, in accordance with Cal OSHA and ACGIH as guidance, and other references the employer determines applicable to protect employees exposed to extreme temperatures.
- D.23.9. Do not use equipment and tools powered by gasoline engines inside buildings or other partially enclosed spaces.
- D.23.10. The use of low-emission equipment is recommended. If propane powered tools and equipment are necessary, the following measures shall be taken to protect employees from exposure to carbon monoxide (CO) and nitrogen oxides.
 - D.23.10.1. Regular and proper maintenance of equipment;
 - D.23.10.2. Installation of after-treatment devices;
 - D.23.10.3. Continuous monitoring and ventilation of work area.

Section D.24: Housekeeping

- D.24.1. All areas of the job site shall be kept as clean as possible, taking into consideration the nature of the work. Regular cleaning shall be conducted in order to maintain safe and sanitary conditions in the workplace.
- D.24.2. Work areas shall be continuously inspected for potential Foreign Object Debris (FOD) that might damage aircraft propellers or jet aircraft. This includes but is not limited to; anything such as edibles, miscellaneous materials, trash or pooled water that may attract birds.
- D.24.3. All stairways, passageways, gangways, and access ways shall be kept free of materials, supplies, obstructions, protruding nails, splinters and unnecessary openings and holes at all times.
- D.24.4. Sufficient personnel and equipment shall be provided to ensure compliance with all housekeeping requirements.
- D.24.5. A regular program/process (e.g. composite cleanup crew) shall be established for the continual periodic cleanup of entire job site.

Section D.25: Traffic Control & Barricades

- D.25.1. A competent person designated by the employer shall conduct a basic hazard assessment for the work site and job classifications required in the activity area.
- D.25.2. A traffic control plan must be submitted to the BGPAA Project Manager.
- D.25.3. All traffic control signs or devices used for protection of construction workers and pedestrians shall conform to the requirements of the California MUTCD (Manual of Uniform Traffic Control Devices).
- D.25.4. Signaling by flaggers and the use of flaggers, including warning garments worn by flaggers shall conform to the requirements of the California MUTCD (Manual of Uniform Traffic Control Devices).
- D.25.5. Workers shall be trained on how to work next to motor vehicle traffic in a way that minimizes their vulnerability. Workers having specific responsibilities should be trained in the proper techniques, device usage, and placement.
- D.25.6. Flaggers must be able to satisfactorily demonstrate the following abilities:
 - D.25.6.1. Ability to receive and communicate specific instructions clearly, firmly, and courteously.
 - D.25.6.2. Ability to move and maneuver quickly in order to avoid danger from errant vehicles.
 - D.25.6.3. Ability to control signaling devices (such as paddles and flags) in order to provide clear and positive guidance to drivers approaching a temporary traffic control zone in frequently changing situations.
 - D.25.6.4. Ability to understand and apply safe traffic control practices, sometimes in stressful or emergency situations.
 - D.25.6.5. Ability to recognize dangerous traffic situations and warn workers in sufficient time to avoid injury.
 - D.25.6.6. Provide, monitor and ensure compliance with adequate and proper fencing, barricading, marking, and lighting of construction, maintenance or other sections that are temporarily closed to normal airport use. This includes compliance with ANSI A10.34 "Protection of Public on, or Adjacent to, Construction Sites".

Section D.26: Tunneling

D.26.1. All contractors and subcontractors constructing tunnels and underground chambers shall comply with the requirements of the applicable OSHA Tunnel Safety Standards, including:

- D.26.1.1. Ventilation, Dust Control and Air Quality
- D.26.1.2. Transportation and Haulage
- D.26.1.3. Hoisting and Shafts
- D.26.1.4. Check-In/Check-Out System and Visitors
- D.26.1.5. Tunnel Driving Equipment
- D.26.1.6. Communications
- D.26.1.7. Walkways and Access
- D.26.1.8. Rescue Crew and Self-Rescuers
- D.26.1.9. Gas Tester
- D.26.1.10. Safety Training Requirements for Gassy Classifications
- D.26.1.11. Pre-Construction Meetings
- D.26.1.12. Care of Injured Personnel
- D.26.1.13. Operation in a Classified Gassy Tunnel
- D.26.1.14. Illumination
- D.26.1.15. Required Contractor Safety Inspections

Appendix E: Applicable Regulations and Standards

- ☐ American Board of Industrial Hygiene
- ☐ American Concrete Institute
- ☐ American Conference of Governmental Industrial Hygienist
- ☐ American National Red Cross
- ☐ American National Standards Institute (ANSI)
- ☐ American Petroleum Institute
- ☐ American Society of Mechanical Engineers
- ☐ American Society of Safety Engineers
- ☐ American Society of Testing Materials
- ☐ American Welding Society
- ☐ Associated General Contractors of America
- ☐ Board of Certified Safety Professionals
- ☐ California Air Resources Board
- ☐ California Department of Industrial Relations CAL/OSHA
- ☐ California Department of Transportation (Caltrans)
- ☐ California Manual on Uniform Traffic Control Devices (MUTCD)
- ☐ EM 385-1-1, Safety and Health Requirements Manual
- ☐ “Greenbook” Standard Specifications for Public Works Construction
- ☐ Federal Aviation Administration
- ☐ Construction Project Labor Agreement
- ☐ Mine Safety & Health Administration
- ☐ National Institute of Standards and Technology
- ☐ National Institute of Occupational Safety and Health
- ☐ National Fire Protection Association
- ☐ National Safety Council
- ☐ U.S. Department of Labor, OSHA
- ☐ U.S. Environmental Protection Agency
- ☐ U.S. Fire Administration
- ☐ Work Area Traffic Control Handbook (WATCH Manual), Current Edition

Appendix F: Safety Professional Qualifications & Staffing Requirements

F.1. Safety Professional Definitions and Credentials:

- F.1.1. Prior to working on site, the General Contractor Safety Manager and Safety Coordinator(s) must submit their resumes, be interviewed, and be approved by the BGPAA Project Manager and the BGPAA Program Safety Manager.
- Safety Manager (SM):** The safety manager must at a minimum have an active Board of Certified Safety Professionals (BCSP) Certified Safety Professional (CSP) credential and 5 years of vertical, tunnel or heavy civil construction experience or a BCSP Construction Health and Safety Technician (CHST) credential and 10 years of vertical/tunnel or heavy civil construction experience. No other duties may be assigned. The project Safety Manager is responsible for coordinating the efforts of all project safety professionals and will be an employee of the General Contractor.
 - Safety Coordinator (SC):** The safety coordinator must at a minimum have an active Board of Certified Safety Professionals (BCSP) Construction Health and Safety Technician (CHST) credential and five years of vertical, tunnel or heavy civil construction experience. No other duties may be assigned.
 - Safety Superintendent (SS):** The Superintendent must at a minimum have an active Board of Certified Safety Professionals (BCSP) Safety Trained Supervisor Construction (STSC) credential and 4 years of construction experience. The Safety Superintendent may perform other than safety duties.

F.2. Safety Professional Staffing Requirement's:

- F.2.1. The Contractor must have at least one SM or SC on site at all times when work is active. The number of safety staff required to be on site per shift during construction activities is provided in the table below. When counting personnel include all staff, trades, and office personnel per shift. The prime contractor may elect to employ all required safety personnel or may use the sub-contractor's safety professionals to meet the requirements below except for the Safety Manager position.
- F.2.2 Every sub-contractor will be required to have an SC on site when the total personnel present equals or exceed 25 or more for that sub-contractor. Total personnel present will be as defined above and will additionally include, in the count, all sub tiers to that sub.
- F.2.3. Every tier sub-contractor will be required to have a minimum of one (1) SS per paragraph c. above.

Required Minimum Safety Professionals per Total on site personnel per shift	
Minimum Safety Professionals Present	Total Personnel Present
1 SM + 1 SS	1-50
1 SM + 1 SC + 2 SS	51-100
Add 1 SC and 1 SS for each additional	1-100

Appendix G: Project Safety Requirements Quick Guide

Project Safety Requirements Quick Guide						
	Prior to NTP	Daily	Weekly	Monthly	Within 24-72 Hours	48 Hours prior to Work being performed
IIPP - Injury and Illness Prevention Plan	X					
COSP - Code of Safe Practice	X					
SSSP - Site Specific Safety Plan	X					
SDS – Safety Data Sheets	X					
Graphical Project Hazard Projections	X					
Trenching Permit	X					
Excavation Inspection		X				
JHA - Job Hazard Analysis	X	X				
THA - Task Hazard Analysis		X				
Orientation Verification		X				
Near Miss Reports					X	
Incident Reports (1 Hour / 24 Hour / 72 Hour)					X	
Program Wide Safety Meeting				X		
Cause Analysis Meeting					X	
Weekly Partnering Safety Walk			X			
Safety Audit/Inspection Walk		X				
Safety Metrics Report				X		
Crane Pick Plans						X
Operator Certification						X
1st Aid Certification						X
10/30 Hour OSHA Training Certification						X
Pre-Task Planning Meeting						X
Demolition Authorization						X
Hot Work Permit	X	X				
Tail Gate Meeting			X			
Tool Inventory		X				

Appendix H: Injury & Illness Prevention Plan (IIPP) Required Elements

- H.1. Section I: Authority and Responsibility for Program Implementation
- H.2. Section II: Employee Compliance
- ☐ Safety Awards Program
 - ☐ Safety Discipline Program
- H.3. Section III: Communication
- ☐ Safety Committee/Council
 - ☐ Employee Report of Job Site Hazards
- H.4. Section IV: Identification of Workplace Hazards
- ☐ Formal: Job Site Audits
 - ☐ Field Observations
 - ☐ Hazard Analysis and Task Hazard Analysis
- H.5. Section V: Occupation Injury and Illness Investigation
- H.6. Section VI: Correction of at-Risk Conditions
- H.7. Section VII: Training and Instruction
- ☐ Commencement of New Program/Annual
 - ☐ New Employee Orientation
 - ☐ New Job Assignments
 - ☐ New Substances, Processes, Procedures or Equipment
 - ☐ New or Unrecognized Hazards
 - ☐ Supervisors
- H.8. Section VIII: Recordkeeping
- ☐ Safety metrics
 - ☐ Risk assessments

Appendix I: Site-Specific Safety Program (SSSP) Required Elements

- I.1. The Contractor is responsible to ensure that at a minimum all BGPAA Construction Safety Program Requirements are adopted, met, or exceeded as a part of their Site-Specific Safety Plan. Additionally, the following elements shall be included:
- ☐ The contractor shall incorporate a safety philosophy document separate from their safety policy document into their site-specific safety program. The Safety philosophy document is an expression of your company leader's personal vision and ideology towards the safety of their human resource.
 - ☐ Each contractor will incorporate a safety policy document separate from their philosophy document into their site-specific safety program. The safety policy is a condition of employment and a commitment to enforce their IIPP.
 - ☐ Company program for continuing safety education for all project workers including but not limited to:
 - pre-task "safety huddles"
 - safety "toolbox" meetings
 - project orientations
 - incident corrective action retraining
 - ☐ Confined Space Entry Policies and Procedures
 - ☐ Construction Safety and Phasing Plan (for work on the AOA)
 - ☐ Demolition Policies and Procedures
 - ☐ Electrical Safety Plan (NEC/NFPA 70E compliant)
 - ☐ Fall Protection, Prevention and Rescue Plan
 - ☐ Fire Prevention Plan
 - ☐ Graphical Project Timeline Hazard Projection
 - ☐ Heat Illness Prevention Program
 - ☐ Housekeeping/Sanitation Policies and Procedures

- ☐ Identification of all approved Safety Professionals including his/her authority to direct work stoppage, initiate and/or personally direct corrective actions, and expend resources to eliminate imminent hazardous conditions
- ☐ IPP (Incident Prevention Plan) (In accordance with Appendix B)
- ☐ IRP (Incident Response Plan) (In accordance with Appendix C)
- ☐ Lockout/Tag out Program
- ☐ Progressive Disciplinary Policy for safety infractions
- ☐ Project Hazard Communication Policies and Procedures
- ☐ Project Security Policies and Procedures (Shall include Tool Management Plan which contains tool inventory policies and procedures)
- ☐ Public Protection Plan (for all non-construction personnel)
- ☐ Respiratory Protection Policies and Procedures
- ☐ Return-to-Work plan for injured workers
- ☐ Safety Incentive Plan (to be based on “Leading Indicators”)
- ☐ Site Specific Code of Safe Practices (see Appendix D)
- ☐ Spill Control and Countermeasures Plan
- ☐ Substance Abuse Prevention and Testing Policies and Procedures
- ☐ Utility Protection Plan
- ☐ Work Rest Limit Plan (identify maximum hours per consecutive days)

END OF ATTACHMENT D

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EXHIBIT F
Federal Contract Clauses

(attached)

EXHIBIT F**(RFP E22-03 ATTACHMENT C-5)****BGPAA DESIGN-BUILD FEDERAL CONTRACT CLAUSES**

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I. ACCESS TO RECORDS AND REPORTS.

Design-Builder must maintain an acceptable cost accounting system. Design-Builder agrees to provide the Authority, the Federal Aviation Administration, the U.S. Secretary of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of Design-Builder which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Design-Builder agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed. Design-Builder shall comply with federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

II. AFFIRMATIVE ACTION REQUIREMENT.**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for Design-Builder's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for the Project: 28.30%

Goals for female participation for the Project: 6.90%

These goals are applicable to all of Design-Builder's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If Design-Builder performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, Design-Builder also is subject to the goals for both its federally involved and non-federally involved construction.

Design-Builder's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and Design-Builder shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Design-Builder to Design-Builder or from project to project for the sole purpose of meeting Design-Builder's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. Design-Builder shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Los Angeles County, California.

III. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this contract on the part of Design-Builder or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Authority will provide Design-Builder written notice that describes the nature of the breach and corrective actions Design-Builder must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Design-Builder until such time Design-Builder corrects the breach or the Authority elects to terminate the contract. The Authority’s notice will identify a specific date by which Design-Builder must correct the breach. The Authority may proceed with termination of the contract if Design-Builder fails to correct the breach by the deadline indicated in the Authority’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

IV. BUY AMERICAN PREFERENCE.

Design-Builder agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder must complete and submit the Buy America certification included herein with the bid. The Authority will reject as nonresponsive any bid that does not include a completed Certificate of Buy American Compliance.

V. CIVIL RIGHTS - GENERAL.

Design-Builder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds Design-Builder and subtier Design-Builders from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Design-Builder agrees to comply with federal prohibitions against discrimination based on age and disability, including:

1. The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age;
2. U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625;
3. U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
5. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
6. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
7. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR Part 38;
8. U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 39;
9. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
10. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
11. U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
12. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, subpart F;
13. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
14. Other applicable federal civil rights and nondiscrimination regulations and guidance.

Design-Builder agrees to comply with the confidentiality and civil rights protections of:

1. The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.;
2. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and
3. The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

VI. CIVIL RIGHTS – TITLE VI ASSURANCES.

Title VI Solicitation Notice:

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, Design-Builder, for itself, its assignees, and successors in interest (hereinafter referred to as the “Design-Builder”) agrees as follows:

1. **Compliance with Regulations:** Design-Builder (hereinafter includes Design-Builders) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Design-Builder, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Design-Builder for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractors or supplier will be notified by Design-Builder of Design-Builder’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Design-Builder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Design-Builder is in the exclusive possession of another who fails or refuses to furnish the information, Design-Builder will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Design-Builder's noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Design-Builder under the contract until Design-Builder complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Design-Builder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Design-Builder will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Design-Builder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Design-Builder may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Design-Builder may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Design-Builder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Design-Builder") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Design-Builders, whether such programs or activities are Federally funded or not);
- Titles I, II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21;
- Federal transit law, specifically 49 U.S.C. § 5332; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

During the performance of this contract, Design-Builder agrees to follow the following non-discrimination authorities; including but not limited to:

- U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and
- All other applicable federal guidance that may be issued.

VII. CLEAN AIR AND WATER POLLUTION CONTROL.

Design-Builder agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Design-Builder agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Design-Builder must include this requirement in all subcontracts that exceed \$150,000.

VIII. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

1. Overtime Requirements.

No Design-Builder or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, Design-Builder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Design-Builder and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Design-Builder or subcontractor under any such contract or any other Federal contract with the same prime Design-Builder, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Design-Builder, such sums as may be determined to be necessary to satisfy any liabilities of such Design-Builder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

Design-Builder or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Design-Builder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

IX. COPELAND "ANTI-KICKBACK" ACT

Design-Builder must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Design-Builder and subcontractor are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. Design-Builder and each subcontractor must submit to the Authority, a weekly statement on the wages paid to each employee performing on covered work during the prior week. The Authority must report any violations of the Act to the Federal Aviation Administration.

X. DAVIS-BACON REQUIREMENTS.

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Design-Builder and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Design-Builder and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Design-Builder and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event Design-Builder, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Design-Builder shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Design-Builder does not make payments to a trustee or other third person, Design-Builder may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of Design-Builder, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Design-Builder to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Design-Builder under this contract or any other Federal contract with the same prime Design-Builder, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Design-Builder, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Design-Builder or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to Design-Builder, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by Design-Builder during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Design-Builder shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Design-Builders employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Design-Builder shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Design-Builder will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Design-Builder is responsible for the submission of copies of payrolls by all subcontractors. Design-Builders and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation

Administration if the agency is a party to the contract, but if the agency is not such a party, Design-Builder will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, Design-Builder, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Design-Builder to require a subcontractor to provide addresses and social security numbers to the prime Design-Builder for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Design-Builder or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Design-Builder or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) Design-Builder or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Design-Builder or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Design-Builder, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Design-Builder as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Design-Builder is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Design-Builder's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Design-Builder will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the

ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Design-Builder will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

Design-Builder shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

Design-Builder or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Design-Builder shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Design-Builder and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between Design-Builder (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, Design-Builder certifies that neither it (nor he or she) nor any person or firm who has an interest in Design-Builder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI. DISADVANTAGED BUSINESS ENTERPRISE.

Contract Assurance (§ 26.13) -

Design-Builder or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Design-Builder shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Design-Builder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Design-Builder from future bidding as non-responsible.

Design-Builder agrees to include the Contract Assurance in all subcontracts entered into with a subcontractor.

DBE Goal. A DBE goal of 18.00% has been established for this contract. Design-Builder agrees to comply with all requirements of 49 CR part 26 in the performance of the contract.

Prompt Payment (§ 26.29) - The prime Design-Builder agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Design-Builder receives from the Authority. The prime Design-Builder agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

Attainments (§ 26.37) - Design-Builder shall submit a running tally of actual DBE attainments (e.g. payments actually made to DBE firms) including a means of comparing these attainments to commitments in a monthly basis in the format specified by the Authority.

Utilization (§ 26.53) – Design-Builder shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Design-Builder obtains the Authority's written consent as provided in 49 CFR Part 26. Unless the Authority's consent is provided as provided therein, Design-Builder shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Termination or Replacement of DBEs on a Contract (§ 26.53):

Design-Builder shall notify the Business Properties and Administration department in writing immediately of a DBE's inability or unwillingness to perform its subcontract work and Design-Builder's intention to terminate the DBE, and shall provide reasonable documentation in evidence of the DBE's deficient performance. The Authority will evaluate Design-Builder's allegations of the DBE's deficient performance and determine, in its sole discretion, whether Design-Builder's proposed termination of the DBE is based on good cause and warranted. For purposes of this section, good cause includes the following circumstances:

- 1.) The listed DBE subcontractor fails or refuses to execute a written contract;
- 2.) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of Design-Builder;
- 3.) The listed DBE subcontractor fails or refuses to meet Design-Builder's reasonable, nondiscriminatory bond requirements;
- 4.) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- 5.) The listed DBE subcontractor is ineligible to work on public projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- 6.) A determination by Design-Builder, agreed to by the Authority, that the DBE subcontractor is not a responsible Design-Builder;
- 7.) The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal;
- 8.) The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9.) A DBE owner dies or becomes disabled with the result that the listed DBE Design-Builder is unable to complete its work on the contract; or
- 10.) Other documented good cause that the Authority determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if Design-Builder seeks to terminate a DBE it relied upon to obtain the contract so that Design-Builder can self-perform the work for which the DBE Design-Builder was engaged or so that Design-Builder can substitute another DBE or non-DBE Design-Builder after contract award.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, Design-Builder must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request. Design-Builder must give the DBE five days to respond to Design-Builder's notice and advise the Authority and Design-Builder of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve Design-Builder's action.

Design-Builder shall make good faith efforts to replace a DBE that is terminated, or has otherwise failed to complete its work under a subcontract, with another certified DBE to the extent needed to continue to satisfy the DBE Contract goal. All good faith efforts made by Design-Builder shall be documented by Design-Builder and, if requested by the Authority, Design-Builder shall submit the documentation to the Authority within seven days. The Authority shall provide a written determination to Design-Builder stating whether or not good faith efforts have been demonstrated.

In the circumstances described above, Design-Builder shall obtain the Authority's prior written approval of the substitute DBE and provide copies of new or amended subcontracts. In instances where Design-Builder is unable to locate a substitute, it shall provide documentation of good faith efforts to obtain a substitute DBE within a reasonable time period as determined by the Authority. If Design-Builder fails or refuses to comply in the time specified, the Authority may employ one or all of the Sanctions set forth herein until Design-Builder undertakes remedial actions satisfactory to the Authority.

Failure by Design-Builder to carry out the requirements of this section is a material breach of the Contract and may result in the termination of the Contract or such other remedies or sanctions as the Authority deems appropriate.

Subcontracts (§26.29) – Design-Builder shall make available upon request a copy of all subcontracts.

Design-Builder shall comply with:

1. Section 11101(e) of the Infrastructure Investment and Jobs Act ("IIJA");
2. U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and
3. Federal transit law, specifically 49 U.S.C. § 5332.

XII. TEXTING WHEN DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Authority encourages Design-Builder to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Design-Builder must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XIII. ENERGY CONSERVATION REQUIREMENTS.

Design-Builder and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

XIV. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS.**EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, Design-Builder agrees as follows:

(1) Design-Builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Design-Builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Design-Builder will, in all solicitations or advertisements for employees placed by or on behalf of Design-Builder, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) Design-Builder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Design-Builder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Design-Builder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) Design-Builder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of Design-Builder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Design-Builder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) Design-Builder will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Design-Builder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Design-Builder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever Design-Builder, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If Design-Builder is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Design-Builders shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Design-Builder or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Design-Builders or subcontractors toward a goal in an approved Plan does not excuse any covered Design-Builder's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. Design-Builder shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization Design-Builder should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Design-Builders performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. Design-Builder is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom Design-Builder has a collective bargaining agreement to refer either minorities or women shall excuse Design-Builder's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by Design-Builder during the training period and Design-Builder shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. Design-Builder shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Design-Builder's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Design-Builder shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Design-Builder's employees are assigned to work. Design-Builder, where possible, will assign two or more women to each construction project. Design-Builder shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out Design-Builder's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Design-Builder or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to Design-Builder by the union or, if referred, not employed by Design-Builder, this shall be documented in the file with the reason therefore along with whatever additional actions Design-Builder may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which Design-Builder has a collective bargaining agreement has not referred to Design-Builder a minority person or female sent by Design-Builder, or when Design-Builder has other information that the union referral process has impeded Design-Builder's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Design-Builder's employment needs, especially those programs funded or approved by the Department of Labor. Design-Builder shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate Design-Builder's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Design-Builder in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate Design-Builder's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Design-Builder's EEO policy with other Design-Builders and subcontractors with whom Design-Builder does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving Design-Builder's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Design-Builder shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Design-Builder's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Design-Builder's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Design-Builders and suppliers, including circulation of solicitations to minority and female Design-Builder associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under Design-Builder's EEO policies and affirmative action obligations.
8. Design-Builders are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Design-Builder association, joint Design-Builder union, Design-Builder community, or other similar groups of which Design-Builder is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that Design-Builder actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in Design-Builder's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of Design-Builder. The obligation to comply, however, is Design-Builder's and failure of such a group to fulfill an obligation shall not be a defense for Design-Builder's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. Design-Builder, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though Design-Builder has achieved its goals for women generally,) Design-Builder may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. Design-Builder shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. Design-Builder shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. Design-Builder shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Design-Builder who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. Design-Builder, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If Design-Builder fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. Design-Builder shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Design-Builders shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EQUAL EMPLOYMENT OPPORTUNITY

Design-Builder agrees to:

1. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
2. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
3. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
4. Comply with federal transit law, specifically 49 U.S.C. § 5332;
5. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;"
6. Follow other federal guidance pertaining to EEO laws, regulations, and requirements; and
7. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - a. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and
 - b. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

Design-Builder has full responsibility to monitor compliance to the referenced statute or regulation. Design-Builder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XVI. PROHIBITION OF SEGREGATED FACILITIES.

(a) Design-Builder agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Design-Builder agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) Design-Builder shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

XVII. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Design-Builder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Design-Builder retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Design-Builder must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XVIII. PROCUREMENT OF RECOVERED MATERIALS.

Design-Builder and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, Design-Builder and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) Design-Builder has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if Design-Builder can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

XIX. SEISMIC SAFETY.

Design-Builder agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

Design-Builder shall comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

XX. TERMINATION OF CONTRACT.**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Authority may terminate this contract in whole or in part at any time by providing written notice to Design-Builder. Such action may be without cause and without prejudice to any other right or remedy of Authority. Upon receipt of a written notice of termination, except as explicitly directed by the Authority, Design-Builder shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Design-Builder must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Authority to protect and preserve property and work related to this contract that the Authority will take possession.

The Authority agrees to pay Design-Builder for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

- d) reasonable and substantiated expenses to Design-Builder directly attributable to the Authority's termination action

The Authority will not pay Design-Builder for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Authority's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Authority termination of this contract due default of Design-Builder.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Authority may, by written notice of default to Design-Builder, terminate all or part of this Contract if Design-Builder:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Authority approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Authority will give notice in writing to Design-Builder and Surety of its intent to terminate the contract for cause. At the Authority's discretion, the notice may allow Design-Builder and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, Design-Builder or Surety fails to remedy the breach or default to the satisfaction of the Authority, the Authority has authority to acquire equipment by other procurement action. Design-Builder will be liable to the Authority for any excess costs the Authority incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Authority shall be at the Contract price. The Authority may withhold from amounts otherwise due to Design-Builder for such completed equipment, such sum as the Authority determines to be necessary to protect the Authority against loss because of Design-Builder default.

The Authority will not terminate Design-Builder's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Design-Builder. Examples of such acceptable causes include: acts of God, acts of the Authority, acts of another Design-Builder in the performance of a contract with the Authority, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of Design-Builder's right to proceed, the Authority determines that Design-Builder was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Authority issued the termination for the convenience the Authority.

The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION OF CONTRACT (PROFESSIONAL SERVICES)

1. The Authority may, by written notice to Design-Builder, terminate this agreement for its convenience and without cause or default on the part of Design-Builder. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Design-Builder must immediately discontinue all services affected.

Upon termination of the agreement, Design-Builder must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Design-Builder for satisfactory work completed up through the date Design-Builder receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Design-Builder harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

2. Either party may terminate this agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(i) Termination by Authority: The Authority may terminate this Agreement in whole or in part, for the failure of Design-Builder to:

- A. Perform the services within the time specified in this contract or by Authority approved extension;
- B. Make adequate progress so as to endanger satisfactory performance of the project;
- C. Fulfill the obligations of the agreement that are essential to the completion of the project.

Upon receipt of the notice of termination, Design-Builder must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the agreement, Design-Builder must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Design-Builder for satisfactory work completed up through the date Design-Builder receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Design-Builder harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Design-Builder was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

(ii) Termination by Design-Builder: Design-Builder may terminate this agreement in whole or in part, if the Authority:

- A. Defaults on its obligations under this agreement;
- B. Fails to make payment to Design-Builder in accordance with the terms of this contract;
- C. Suspends the project for more than [180] days due to reasons beyond the control of Design-Builder.

Upon receipt of a notice of termination from Design-Builder, the Authority agrees to cooperate with Design-Builder for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Design-Builder cannot reach mutual agreement on the termination settlement, Design-Builder may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, the Engineer is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this agreement and all justified reimbursable expenses incurred by Design-Builder through the effective date of termination action. The Authority agrees to hold Design-Builder harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XXI. U.S. DOT ADMINISTRATIVE REQUIREMENTS.

Design-Builder agrees to comply with the following U.S. DOT regulations (Common Rules), as may be amended from time to time, to the extent applicable:

1. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, and which applies to an award, the accompanying underlying agreement, and any amendments to any underlying agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization; and
2. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, and subparts A through E of U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, apply to a private for-profit entity; notably, the Cost Principles of Part 31 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.

XXII. VETERAN'S PREFERENCE.

In the employment of labor (excluding executive, administrative, and supervisory positions), Design-Builder and all sub-tier Design-Builders must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Design-Builder agrees to:

1. Give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
2. Not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee

XXIII. STANDARDS OF CONDUCT.

Design-Builder agrees to establish and maintain written Standards of Conduct covering conflicts of interest that:

1. Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:

(i) Design-Builder's officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement;

- (ii) The immediate family members or partners of those listed above in this Section XXIII; and
- (iii) An entity or organization that employs or is about to employ any person that has a relationship with Design-Builder listed above in this Section XXIII;

2. Prohibit those individuals listed above in this Section XXIII from:

(i) Engaging in any activities involving Design-Builder's present or potential subcontractors at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and

(ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential subcontractor, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

3. Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in this Section XXIII and Design-Builder's subcontractors.

XXIV. LOBBYING RESTRICTIONS.

Design-Builder agrees that it will not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the underlying agreement, including any extension or modification, according to the following:

1. *Laws, Regulations, Requirements, and Guidance.* This includes:

- (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
- (ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
- (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

2. *Exception.* If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through Design-Builder's proper official channels.

XXV. POLITICAL ACTIVITY.

Design-Builder agrees to comply with:

1. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance; and

2. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151.

XXVI. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.

1. *Civil Fraud.* Design-Builder acknowledges and agrees that:

(i) Federal laws, regulations, and requirements apply to itself and its Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31.

(ii) By executing the Agreement, Design-Builder certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that Design-Builder provides to the Federal Government.

(iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if Design-Builder presents, submits, or makes available any false, fictitious, or fraudulent information.

2. *Criminal Fraud.* Design-Builder acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if Design-Builder provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

XXVII. TRAFFICKING IN PERSONS.

1. *Legal Authorities.* Design-Builder agrees to comply and assures the compliance of each subcontractor, with federal requirements and guidance, including:

(i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and

(ii) The terms of this section XXVII, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

2. *Definitions.* Design-Builder agrees that for purposes of this section XXVII:

(i) *Employee* means either an individual who is employed by the recipient or a subrecipient, and is participating in a project or related activities as set forth in the underlying agreement, or another person who is participating in a project or related activities as set forth in the underlying agreement and is not compensated by the recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the recipient or third party participant as an in-kind contribution toward the cost sharing requirements of the recipient's underlying agreement.

(ii) *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).

(iv) *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

3. *Provisions Applicable to All Recipients.* Design-Builder agrees that it and its employees may not: Engage in severe forms of trafficking in persons during the period of time that Design-Builder's award is in effect, procure a commercial sex act during the period of time that Design-Builder's award is in effect, or use forced labor in the performance of Design-Builder's award or subagreements thereunder.

XXVIII. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS.

1. *Transactions Prohibited.*

(i) Design-Builder agrees that, prior to entering into any subcontract with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, Design-Builder will obtain from the prospective subcontractor a certification that the subcontractor—

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

2. *Flow-Down.* Design-Builder agrees to require all subcontractors to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

XXIX. DEBARMENT AND SUSPENSION.

Design-Builder agrees to the following:

1. It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

2. It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subcontractor that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—

(i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200;

(ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and

(iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Design-Builders.

3. It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR Part 1200.

4. It will ensure that its subcontracts contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

XXX. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA.

Design-Builder agrees that each project or related activity that implements the award will conform to the Federal Geographic Data Committee’s National Spatial Data Infrastructure if the project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, “Coordination of Geographic Information and Related Spatial Data Activities,” August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, “Geospatial Line of Business,” November 10, 2010.

XXXI. MOTOR CARRIER SAFETY.

1. *Financial Responsibility.* Design-Builder agrees to comply and assures that its subcontractors will comply with the economic and insurance registration requirements of the:

(i) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 CFR Part 387, if it is engaged in operations requiring compliance with 49 CFR Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and

(ii) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR Part 387, and reduce the amount of insurance Design-Builder must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

2. *U.S. FMCSA Requirements.* Design-Builder agrees to comply and assures that its subcontractors will comply with:

(i) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 CFR Parts 390 – 397, to the extent applicable; and

(ii) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 CFR Part 383, and “State Compliance with Commercial Driver’s License,” 49 CFR Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 CFR Part 382, and implementing federal guidance, to the extent applicable.

XXXII. SUBSTANCE ABUSE.

1. *Drug-Free Workplace.* Design-Builder agrees to:

(i) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;

(ii) Comply with U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32; and

(iii) Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

XXXIII. ALCOHOL MISUSE AND PROHIBITED DRUG USE.

1. *Requirements.* Design-Builder agrees to comply and assures that its subcontractors will comply with:

(i) Federal transit laws, specifically 49 U.S.C. § 5331;

(ii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

XXXIV. PROTECTION OF SENSITIVE SECURITY AND OTHER SENSITIVE INFORMATION.

Design-Builder agrees to comply with the following requirements for the protection of sensitive security information:

1. The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15;

2. The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520;

3. U.S. DOT Common Rules, which require Design-Builder and its subcontractors to implement reasonable measures to safeguard protected personally identifiable information as well as any information that a pass-through entity designates as sensitive; and

4. National Archives and Records Administration regulations, "Controlled Unclassified Information," 32 CFR Part 2002.

XXXV. PLANNING.

Design-Builder agrees to:

1. Comply with the Metropolitan planning requirements of 49 U.S.C. § 5303.

2. Comply with the statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

3. Comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:

(i) Provide the opportunity to participate and coordinate in the design and the delivery of federally assisted transportation services, and be included in planning for Design-Builder's federally assisted transportation services; and

(ii) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

XXXVI. PREFERENCE FOR UNITED STATES PRODUCTS AND SERVICES.

Except as the Federal Government determines otherwise in writing, Design-Builder agrees to comply with U.S. domestic preference requirements and follow federal guidance, including:

1. *Cargo Preference—Use of United States-Flag Vessels.* The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR Part 381.
2. *Fly America.* The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.
3. *Limitation on Certain Rolling Stock Procurements.* Design-Builder will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

XXXVII. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS.

Design-Builder agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow all other applicable federal guidance.

XXXVIII. ARCHITECTURAL AND RELATED SERVICES.

Design-Builder agrees to comply with 49 U.S.C. § 5325(b).

XXXIX. INSURANCE.

Design-Builder agrees to comply with flood insurance laws and guidance as follows:

1. Design-Builder will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.
2. Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
3. Design-Builder will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

XL. EMPLOYEE PROTECTIONS.

1. Design-Builder will comply with the Prevailing Wage Requirements of U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

2. Design-Builder will comply with the Wage and Hour Requirements of:

(i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and

(ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

3. Design-Builder will comply with the Construction Site Safety Requirements of:

(i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and

(ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

XLI. ENVIRONMENTAL PROTECTIONS.

1. *National Environmental Policy Act.* Design-Builder will comply and facilitate compliance with federal laws, regulations, requirements, and guidance to the extent the guidance is consistent with applicable authorizing legislation, including, but not limited to:

(i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;

(ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;

(iii) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and

(iv) Other federal environmental protection laws, regulations, and requirements applicable to the Authority or the Award, the accompanying underlying agreement, and any amendments thereto.

2. *Environmental Justice.* Design-Builder agrees to promote environmental justice by following:

(i) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order; and

(ii) U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012.

3. *Other Environmental Federal Laws.* Design-Builder agrees to comply or facilitate compliance, and assures that its subcontractors will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

4. *Corridor Preservation.* Design-Builder agrees that it will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each project or related activities have been completed; and

5. *Use of Certain Public Lands.* Design-Builder agrees to comply, and assures that its subcontractors will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)").

6. *Historic Preservation.* Design-Builder agrees to, and assures that its subcontractors will:

(i) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

(ii) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.

(iii) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

(iv) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties, 36 CFR Part 800.

(v) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

7. *Indian Sacred Sites.* Design-Builder agrees to, and assures that its subcontractors will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

8. *Mitigation of Adverse Environmental Effects.*

(i) Design-Builder agrees to comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in its finding of no significant impact or record of decision or commitments in the environmental documents that apply to the award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

(ii) The Design-Builder agrees that:

(A) Any mitigation measures agreed on will be incorporated by reference and made part of the underlying agreement and any amendments thereto;

(B) Any deferred mitigation measures will be incorporated by reference and made part of the underlying agreement and any amendments thereto as soon as agreement with the Federal Government is reached; and

(C) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

9. *Energy Conservation.* Design-Builder agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq.

XLII. SAFE OPERATION OF MOTOR VEHICLES.

1. *Seat Belt Use.* Design-Builder agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(i) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(ii) Including a "Seat Belt Use" provision in each subcontract related to the Agreement.

2. *Distracted Driving, Including Text Messaging While Driving.* Design-Builder agrees to comply with:

(i) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(ii) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and

(iii) The following U.S. DOT Special Provisions pertaining to Distracted Driving:

(A) *Safety*. Design-Builder agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Design-Builder owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement;

(B) *Recipient Size*. Design-Builder agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(C) *Extension of Provision*. Design-Builder agrees to include the preceding Special Provisions of this Section XLV in its subcontractor agreements, and encourage its subcontractors to comply with this Special Provision, and include this Special Provision in each subcontract supported with federal assistance.

XLIII. CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT.

1. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

(i) Checking the System for Award Management at website: <http://www.sam.gov>.

(ii) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

(iii) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

XLIV. CERTIFICATION REGARDING LOBBYING.

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XLV. TRADE RESTRICTION CERTIFICATION.

1. By submission of an offer, the Offeror/Design-Builder ("Design-Builder") certifies that with respect to this solicitation and any resultant contract, the Design-Builder -

(i) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

(ii) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

(iii) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

2. The Design-Builder must provide immediate written notice to the Owner if the Design-Builder learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Design-Builder must require subcontractors provide immediate written notice to Design-Builder if at any time it learns that its certification was erroneous by reason of changed circumstances.

3. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Design-Builder or subcontractor:

(i) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.;

(ii) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or

(iii) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Design-Builder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

4. Design-Builder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Design-Builder may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless Design-Builder has knowledge that the certification is erroneous.

5. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Design-Builder or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

XLVI. SDN LIST.

Design-Builder hereby represents and warrants that neither it nor any officer, director, partner, member or other principal of Design-Builder (collectively, "Design-Builder Parties") is listed as a Specially Designated National and Blocked Person ("SDN") on the list of such persons and entities issued by the U.S. Treasury Office of Foreign Assets Control ("OFAC"). If at any time during any Term of this Contract, the Authority reasonably believes that any Design-Builder Parties are identified as an SDN, Design-Builder shall be deemed in default under this Contract following thirty (30) days' written notice from the Authority to Design-Builder unless, within such thirty-day period, Design-Builder delivers written evidence, reasonably acceptable to the Authority, that Design-Builder is not in violation of such laws or that Design-Builder (or Design-Builder Party, as applicable) is not a person or entity identified as an SDN. Except as otherwise expressly provided in the foregoing sentence, and without further notice, any default by Design-Builder under this paragraph shall be deemed an incurable default by Design-Builder and, in addition to any other rights and remedies that the Authority may have, upon such default, the Authority shall also have the right to immediately terminate this Contract upon written notice to Design-Builder.

XLVII. COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT.

1. *Completion.* Within ninety (90) calendar days after completion or termination of the award (or an earlier date as agreed upon by the Authority and Design-Builder), Design-Builder agrees to submit to the Authority:

(i) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425);

- (ii) A certification of expenses incurred that implement its award, the accompanying underlying agreement, and any amendments thereto; and
- (iii) The necessary audit reports of its award, the accompanying underlying agreement, and any amendments thereto.

END OF FEDERAL CONTRACT CLAUSES

EXHIBIT G
General Conditions

(attached)

EXHIBIT G
(RFP E22-03 ATTACHEMENT C-2)

BGPAA DESIGN-BUILD GENERAL CONDITIONS

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GENERAL

GC-1. ORDER OF PRECEDENCE AND CONTRACT INTERPRETATION

- A. Irreconcilable conflicts in the application or interpretation of any parts of the Contract Documents shall be resolved in accordance with the following order of precedence (the first listed being the highest precedence). However, the Contract Documents shall be construed to be consistent and harmonized to the greatest extent feasible with resort to order of precedence only in the case of clear express conflict.
1. Applicable Laws
 2. Federal Contract Clauses
 3. Permits
 4. Executed Change Orders / GMP revisions (more recent controlling)
 5. CGMPs, GMPs, and Task Orders
 6. Design-Build Agreement
 7. General Conditions
 8. Project Requirements – Division 1
 9. Technical Specifications
 10. Basis for Design – Project Definition Book
 11. Project Plans/Drawings (detailed plans having greater precedence)
 12. Reference Documents
 13. Design-Builder's Technical Proposal/Price and Fee Proposal
- B. Publication Dates: The Reference Standard in effect as of the date of the Agreement shall govern except when a specific date is stated or when a Reference Standard is part of a code which includes edition date.
- C. Conflicting Requirements. Where compliance with two or more Reference Standards are specified and such Reference Standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement shall govern. Uncertainties, and requirements that are different but apparently equal, shall be referred to BGPA for decision before proceeding. In case of a conflict within a part of a Contract Document, the provision with the most stringent requirement shall govern.
- D. Industry Standards. Unless the Contract Documents include more stringent requirements or otherwise indicate, applicable industry standards in effect as of date of the Agreement shall govern. Each entity engaged in construction on Project shall be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source.
- E. Cross-References. Cross-references to this Agreement unless otherwise indicated or apparent from the context.

- F. External References. References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.
- G. Miscellaneous. The definitions, abbreviations, and acronyms listed in these General Conditions apply to all uses on the Project including the Project Requirements and the Scope of Work. Unless otherwise indicated or apparent from the context, definitions in Section 2 below shall apply regardless of whether the term is capitalized; the singular includes the plural and vice versa; the term “shall” is mandatory and the term “may” is permissive; the term “day” means calendar day and the term “days” means consecutive calendar days; and the terms “include”, “includes”, and “including” are illustrative and nonexhaustive.

GC-2. DEFINITIONS

ACCEPTANCE - The action by BGPAA that verifies that BGPAA has inspected and has found the subject Work or documentation to be in compliance with the Contract Documents.

ACCEPTANCE PERIOD - The period of construction after pre-functional checkout and startup when functional performance tests, closeout documentation review, and training occur, prior to Substantial Completion.

ACTIVITY - A task, event or other contract element on a schedule that contributes to completing this Agreement.

ACTIVITY DURATION - The total number of actual working days required to perform that Activity.

ACTION SUBMITTALS - Written and graphic information and physical samples that require BGPAA’s responsive action.

ACTUAL COST - A verifiable amount paid for labor, materials, equipment, and supplies in the performance of the Work.

ACTUAL DATE - The actual start and finish dates of an Activity, which must occur prior to the Data Date.

AGREEMENT - The [date] Design-Build Agreement executed by BGPAA and Design-Builder.

AIR OPERATIONS AREA - Any area of BUR used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft and support equipment and all of the area within the airport security fence.

ALLOWANCE - An amount established by BGPAA for a scope of work which has been identified, but which has not yet been fully defined.

APPROVAL (in Commissioning) - Acceptance that a piece of equipment or system has been properly installed and functioning in all tested modes according to the Contract Documents and design intent.

AS-BUILT MODEL - A model that has incorporated all changes in the Project and any deviations between the drawings and the work actually built.

BASIS OF DESIGN (ALSO DESIGN INTENT) - A document that records the concepts, calculations, decisions, and product selections used to meet BGPAA's project requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

BASIS OF DESIGN PRODUCT SPECIFICATION - A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of- design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

BENEFICIAL OCCUPANCY - When BGPAA takes possession of and operates the Work (or portions of the Work) for its intended purpose at Substantial Completion.

BGPAA - Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency.

BGPAA Commission - Burbank-Glendale-Pasadena Airport Authority Commission.

BIM MANAGER - A staff member of Design-Builder's team whose sole purpose is to be responsible for the development and maintenance of the BIM and for managing policies and standards set for BIM implementation, training the team, and championing its use.

BUILDING INFORMATION MODELING - a process of developing electronic 3D virtual representation of the Project's buildings, structures, infrastructure, and site improvements, utilizing modeling software that is a fully object-based, parametric, database system.

CERTIFICATE OF SUBSTANTIAL COMPLETION - BGPAA's formal letter to Design-Builder that accepts the Work or portion of the Work as substantially complete.

CHANGE ORDER - A written document issued to Design-Builder any time after the execution of this Agreement documenting a change in this Agreement.

CHECKLISTS (IN COMMISSIONING) - Verification checklists that are developed and used during all phases of the commissioning process, general verification, plus testing, training, and other specific requirements to verify that BGPAA's project requirements and adherence to the Contract Documents is being achieved.

CITY - The City of Burbank, California.

CO-LOCATION (Colocation) - The location of Key Personnel from Design-Builder and its Subcontractors "under one roof" along with BGPAA staff in a location near the construction site determined by BGPAA.

COMMISSIONING (Commissioning Process) - A quality-focused process for enhancing the delivery of a facility. The process focuses upon verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet BGPAA's project requirements.

COMMISSIONING COORDINATOR (LEAD) - The Representative of Design-Builder designated to the Commissioning Team who chairs and documents commissioning meetings and acts as the responsible central point of contact between Design-Builder and the Commissioning Team.

COMMISSIONING COORDINATORS - The commissioning representatives for the Subcontractors and system integrators involved in the Project, and reporting to the CxL, and acting as the responsible central point of contact between their company and the Commissioning Team.

COMMISSIONING MANAGER - The entity identified by BGPAA as the overseer of the Commissioning Team and the implementation of the commissioning process.

COMMISSIONING PLAN - The plan developed by Design-Builder, with the assistance of the Commissioning Team, per the requirements of the Contract Documents and the Scope of Work. The CxP provides structure, checklists, testing forms, schedules for all systems and equipment being installed.

COMMISSIONING TEAM - Collectively, the entire team comprising of Design-Builder and its Subcontractors, and BGPAA and its Commissioning Manager, consultants, and entities and individual involved in Commissioning.

COMPARABLE PRODUCT - Unnamed product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that, in the sole judgment of BGPAA, equal or exceed those of specified product that has been approved by BGPAA.

COMPONENT GUARANTEED MAXIMUM PRICE - A guaranteed maximum price for construction of a defined incremental element of the Work.

CONSTRUCTION DOCUMENTS - The plans and specifications prepared by Design-Builder for the Project, approved by BGPAA.

CONSTRUCTION MODEL - A development of the Design Model to include coordinated construction and shop drawing level information.

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

CONTRACT DOCUMENTS - Collectively, this Agreement and all incorporated documents including the General Conditions, Administrative Requirements, Price and Fee Proposal, Project Requirements (Division 1), Scope of Work (PR-1), the Project Definition Manual, and Reference Documents, and Design-Builder's Technical Qualifications Proposal.

CONTRACT PRICE – The maximum value of this Agreement.

CONTRACT TIME or PERIOD OF PERFORMANCE - The number of days set forth in the Contract Documents within which Design-Builder must achieve Final Completion of the Work, as adjusted by Change Order.

CONTRACTOR - Design-Builder. Requirements, documents or forms that reference Contractor shall be used by Design-Builder and have the same application.

CONTRACTOR CHANGE REQUEST - A change request generated by Design-Builder and transmitted to BGPAA with supporting documentation to provide BGPAA with the Cost and Schedule information and justification for a change to this Agreement.

CONTROL SYSTEMS - A component of environmental, HVAC, security, baggage, life safety, lighting, etc., for reporting/monitoring and issuing of commands to/from field devices.

CONTROLLING OPERATION (IN SCHEDULING) - The first activity on the longest continuous path, from the Data Date to the project completion milestone containing the least amount of Total Float for the overall project completion.

COST OF WORK - Costs necessarily and reasonably incurred by Design-Builder in the proper performance of the Work only to the extent they are directly related to the Agreement. Cost of Work does not include overhead and profit.

CRITICAL PATH - A series of Activities that determines the Project's completion time. The duration of the Activities on the Critical Path controls the duration of the Project; a delay to any of these Activities will delay the finish date of the Project. Critical Activities are defined by either the Total Float or the longest path in the project network.

CRITICAL PATH METHOD - A network-based planning technique using Activity durations and relationships between Activities to mathematically calculate a schedule for the entire contract.

CURRENT SCHEDULE - The most recently BGPAAs accepted project schedule, (i.e. interim project schedule, baseline schedule, monthly schedule update, revised baseline schedule or recovery schedule).

DATA DATE - The day after the date through which a schedule is current. Everything occurring earlier than the Data Date is "as-built" and everything on or after the Data Date is "planned."

DATA LOGGING - The monitoring and recording of flows, currents, status, pressures, etc. of equipment using stand-alone data recorders separate from the control system or the trending capabilities of control systems.

DEFERRED PERFORMANCE TEST - Performance tests that are performed, with BGPAAs acceptance, after Substantial Completion, due to partial occupancy, equipment, seasonal requirements, design, or other site conditions that disallow the test from being performed.

DEFICIENCY - A condition in the Installing or function of a component, piece of equipment, or system that is not in compliance with the contract documents.

DESIGN-BUILDER - [Design-Builder name], a [state] [entity type].

DESIGN MODEL - A model that has reached the stage of completion in 3D that would customarily be expressed by an architect or engineer in two-dimensional construction. Design Model is generally an assemblage of several models produced by various disciplines, each of which is comprised of numerous Objects.

DESIGN TO BUDGET - A budget established by BGPAA within which Design-Builder must maintain the project cost. The Design To Budget includes the Cost of Work, General Conditions, Design-Builder's Home Office Overhead (Off- Site) and Profit, Design-Builder's insurance and bonds, and Design-Builder contingencies. The Design To Budget also includes pre-construction services when a GMP has been established prior to Design Completion. The Design To Budget does not include Allowances.

DIGITAL DATA FILES - Electronic copies of Building Information Model including sheet views and/or CAD Drawings of the Contract Drawings, as applicable, shall be provided by Design-Builder to all Subcontractors for use in preparing submittals.

EARLY COMPLETION TIME - The difference in time between an early scheduled completion date and the contract completion date.

ENGINEER - In a context referring to BGPAA and not Design-Builder, the Engineer is the Airport's Director of Engineering and Maintenance or such person's designee. May also be referred to as the Airport Designated Representative (ADR).

EQUAL/OR EQUAL - The product, equipment, or material which is proposed by Design-Builder for use in the Work at no additional cost which in the sole judgment of BGPAA 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 BGPAA or such person's designee.

EXTRA WORK - An item of work that must be performed by Design-Builder which is within the general scope of the Work for which no basis of payment is provided by the Contract Documents.

FACILITY MODEL - Software used by the facility management staff as part of their routine operation and maintenance (O&M) processes.

FACTORY TESTING - Testing of equipment on-site or at the factory, by factory personnel, with or without BGPAA's representative present.

FEDERATED MODEL (FED MODEL) - The model that combines all linked, Native Models and is a virtual representation of the entire Project developed to a specified Level of Development. The Fed Model shall consist of a minimum of seven discipline Native Models including as a minimum: Civil, Architectural, Structural, Mechanical, Electrical, Fire Protection, and Special Equipment.

FEE - Home Office and Offsite Overhead and Profit.

FILE TRANSFER PROTOCOL - Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

FINAL ACCEPTANCE - BGPAA's written acceptance of the Project after certification by Design-Builder that all Work is complete in accordance with the Contract Documents and that the Burbank Building & Safety Division has issued a Certificate of Occupancy.

FINAL COMPLETION - The Full Completion of the Work in accordance with the Contract Documents, including the satisfaction of all outstanding and punch list items, and the issuance of a Certificate of Occupancy by all permitting and licensing entities.

FLOAT - The difference between the earliest and latest allowable start or finish times for an Activity.

FRAGNET - A "fragmentary network" that consists of an Activity or collection of Activities that represent work added to the contract, unforeseen conditions or other changes. A fragnet representing these elements of work may be inserted into the Project Schedule to estimate a delay, if any, in a Time Impact Analysis.

FREE FLOAT - The amount of time that a schedule activity can be delayed without delaying the early start date of any immediately following schedule activity.

FUNCTIONAL TESTING - Performance testing of the dynamic function and operations of equipment, systems, and interlocks between systems using manual (direct observations) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation (e.g., the chill pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure set point). Systems are tested under various modes, such as during low cooling loads, high loads, pressure loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc. The systems are operated through all the control system's sequence of operation and components are verified to be responding as the approved sequences state. Functional Tests are performed after pre-functional checkouts and startups are completed.

GUARANTEED MAXIMUM PRICE - A total not-to-exceed amount offered and guaranteed by Design-Builder for complete performance of the Work.

INDEMNITEES - BGPAA, TBI Airport Management, Inc., the Cities of Burbank, Glendale, and Pasadena, and the respective officers, employees, agents, and volunteers of each such entity.

INFORMATIONAL SUBMITTALS - Written and graphic information and physical samples that do not require BGPAA's responsive action. Informational submittals are those submittals indicated in individual Specification sections as informational submittals.

INSPECTOR(S) - Official(s) authorized by BGPAA to perform required inspections and provide quality assurance.

ISSUES LOG - A formal and ongoing record of commissioning problems or concerns – and their resolution – that have been raised by members of the Commissioning Team during the course of the commissioning process.

KEY PERSONNEL - Design-Builder personnel who are identified in the Proposal as being assigned exclusively to the Project and who may not be replaced without BGPAA's prior consent.

LEVEL OF DEVELOPMENT - The term used to describe the fullness and definitiveness of the model; each model can have a varying LOD depending on the phase of the Project life-cycle, and agreed utilization of the model. Refer to the Level of Development descriptions in the Project Requirements for BIM.

LEVEL OF EFFORT - Level of Effort Activities represent tasks performed in support of other work, or the entire project effort, which do not lend themselves to measurement of discrete accomplishment. Examples of LOE tasks include project accounting, customer liaison, engineering management, project controls, etc. The durations of LOE Activities are defined by the Work they support.

LINKED MODEL - In BIM, A Native Model linked to the Federated Model.

LIQUIDATED DAMAGES - The fixed amount in this Agreement which Design-Builder shall pay as compensation to BGPAA for losses when Design-Builder does not meet a prescribed contract schedule milestone.

LONGEST PATH - A series of logically linked and continuous activities that start at the Data Date and continue to the project completion milestone. The longest path is "the longest continuous path" from start to finish.

MAXIMUM CONTRACT AMOUNT- The maximum amount that BGPAA is obligated to pay to Design-Builder under this Agreement.

MILESTONE - An event Activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the Project. A Milestone has a zero day duration, but will otherwise function in the network as if it is an Activity.

NAMED PRODUCTS - Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of this Agreement.

NARRATIVE REPORT - A document submitted with each schedule that discusses topics related to the basis of the schedule, the project progress, and scheduling.

NATIVE MODEL - The model and its imbedded Objects created by a specific, responsible discipline such as architect, structural engineer, or contractor, etc.

NEAR CRITICAL PATH - A chain of activities with Total Float greater than that of the Critical Path but having no more than 10 working days of Total Float more than the Critical Path Total Float.

NEW PRODUCTS - Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

NON-RESTRICTED LIST - Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" for consideration of an unnamed manufacturer's product.

NOTICE OF ACCEPTANCE OF CONTRACT - Letter generated by BGPAA informing Design-Builder that the final inspection has been made and the Work accepted as complete.

NOTICE OF COMPLETION AND ACCEPTANCE OF PUBLIC WORKS PROJECT - Notice recorded by BGPAA with the County Recorder's office upon Final Acceptance of the Work.

NOTICE OF FINAL COMPLETION - Design-Builder's notification to BGPAA that the Work is fully complete and ready for BGPAA's Final Acceptance.

NOTICE TO PROCEED - The written notice by BGPAA to Design-Builder notifying it to begin work on this Agreement or any component thereof.

NOTICE OF SUBSTANTIAL COMPLETION - Design-Builder's notification to BGPAA that the Work or portion of the Work is substantially complete such that it can be used for its intended purpose.

OBJECT - 3D virtual representation of the each of the separate sub-parts of a model such as doors, walls, equipment etc. If an Object is, in itself, comprised of several sub-elements, the sub-elements shall be grouped into one virtual representation of that Object. Example: a panel board might be comprised of top, sides, back, and front sub-elements; if so, then those sub- elements shall all be grouped into one selectable and identifiable Object.

OPEN-END ACTIVITY - An Activity without at least one predecessor or without at least one successor.

OUT-OF-SEQUENCE ACTIVITY - Any Activity that actually starts in a sequence than shown in the Current Schedule.

OVERHEAD (HOME OFFICE & OFFSITE) - Home Office Overhead and other offsite office overhead represents the indirect costs or fixed expenses of operating a business. That is, the costs not directly related to the construction of the Project, the manufacture of a product or providing a service.

OVERHEAD (PROJECT) - Project overhead or General Conditions / Project Requirements costs represent the indirect costs related to the construction of the Project, the manufacture of a product or providing a service, other than the direct costs involving materials, labor, design and document production. Project overhead covers all costs associated with the management of the Project and compliance with the General Conditions and the Project Requirements.

PARTIAL ACCEPTANCE - Any portion of the work which has been completed in accordance with the Contract Documents and has been accepted in writing by BGPAA for its intended use and purpose.

PERIOD OF PERFORMANCE or CONTRACT TIME - The number of days set forth in the Contract Documents within which Design-Builder must achieve Final Completion of the Work, as adjusted by Change Order.

PHASE 1 SERVICES – Phase 1 Services consist primarily of the following: design services from conceptual design through 60% completion, preconstruction services, development of a GMP. Some early CGMPs may be approved during Phase 1 Services.

PHASE 2 SERVICES – Phase 2 Services begin with BGPAA's acceptance of a GMP Proposal. Phase 2 includes completion of design, construction, commissioning and activation.

PRODUCTS - Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

PROGRAM MANAGER - Jacobs Engineering Group, Inc., a Delaware corporation.

PROJECT - The total design and construction of the Work under the Contract Documents and all other work, labor, equipment, and materials necessary to accomplish the Project. The Project may include design or construction work performed by BGPAA or by Separate Contractors when Design-Builder has been contracted for coordination, integration or management of such work.

PROJECT SITE - The physical location where the Project is to be constructed, including all areas designated for staging, storage, parking and temporary offices as indicated in the Contract Documents.

PUNCH LIST - The activity and the resulting tracking documentation of outstanding items that require completion or rework for the Work to be considered finally complete and compliant with the Contract Documents and Project Requirements.

QUALITY ASSURANCE - Those standards and procedures exercised by BGPAA to ensure that Design-Builder constructs the Work in accordance with the Contract Documents.

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

RECONCILED DESIGN MODEL (RDM) - Basis BIM of the "Record Documents" and is submitted as part of project close-out.

RECORD DRAWING - As-Built Construction Drawings maintained by Design-Builder.

REFERENCE STANDARDS - Published specifications, standards, tests and recommended methods of the trade industry or governmental organizations that apply to the Work.

SAMPLING - Functionally testing only a fraction of the total number of identical or near identical pieces of equipment.

SEASONAL PERFORMANCE TESTS - Performance tests that are deferred until the system will experience conditions closer to its design conditions based on weather conditions.

SEPARATE CONTRACTOR - Agency, utility, designer, contractor, or any entity not directly subcontracted with Design-Builder performing work directly related, concurrent, or collateral with the scope of Work in the Contract Documents.

SHOULDER-TO-SHOULDER REVIEW - A review process that consists of multiple live and active workshops involving all decision makers (Design-Builder, its design professionals, architect, engineers of record, trade contractors, specialty contractors, specialty consultants, BGPAA and BGPAA's consultants, and stakeholders) where real-time decisions and approvals are accomplished.

SHOP DRAWINGS, PRODUCT DATA AND QUALITY CONTROL SAMPLES - Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by Design-Builder or any Subcontractor and which illustrates some portion of the Work.

SIMULATED CONDITION - Condition that is created for the purpose of testing the response of a system (e.g., raising/lowering the set point of a thermostat to see the response in a VAV box).

STARTUP - The initial starting or activating of dynamic equipment, including completing prefunctional checklists.

SUBCONTRACTOR - Any individual, firm, partnership, joint venture or corporation supplying design assistance, labor, materials, services, supplies or equipment subcontracted to Design-Builder and used directly in the Work on a competitively bid basis or as otherwise approved by BGPAA in accordance with the provisions of this Agreement. May also be referred to as Installing Contractor or Trade Contractor.

SUBSTANTIAL COMPLETION - The stage in the progress of the Work or designated portion thereof where the Work is sufficiently and suitably complete in accordance with the Contract Documents so that BGPAA can take Beneficial Occupancy.

SUBSTITUTION - Any product, equipment or material proposed by Design-Builder for use in the Work, which is materially different than that specified in the Contract Documents, or proposed by Design-Builder and approved by BGPAA, which in the sole judgment of BGPAA benefits BGPAA in comparison to the product or material specified in the Contract Documents based upon function, performance, reliability, quality, life-cycle cost, and general configuration.

SURVEYOR - A surveyor with a current California land surveyor license or registered Civil Engineer authorized to practice land surveying in California.

TAB - Testing, Adjusting and Balancing (HVAC Systems).

TIME IMPACT ANALYSIS - A schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the Current Schedule completion date.

TIME-SCALED NETWORK DIAGRAM - A graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

TOTAL FLOAT - The amount of time that an Activity or chain of Activities can be delayed before extending the scheduled completion date.

TRADE SECRETS – As defined in Government Code Section 6254.7(d) and Evidence Code Section 1061(a)(1). “Trade Secrets” includes any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that satisfies all of the following criteria: (i) is not patented; (ii) is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value; and (iii) gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

TRAINING SYLLABUS - A summary outline of process activities related to training of an installation for operating and maintenance personnel, users, and occupants.

VISUAL MATCHING SPECIFICATION - Where Specifications require “match BGPAA’s sample” provide a product that complies with requirements and matches BGPAA’s sample. BGPAA’s decision will be final on whether a proposed product matches.

VISUAL SELECTION SPECIFICATION - Where Specifications include the phrase “as selected by BGPAA from manufacturer’s full range” or similar phrase, select a product that complies with requirements. BGPAA will select color, gloss, pattern, density, or texture from manufacturer’s product line that includes both standard and premium items.

WARRANTY PERIOD - Period of time after the latter of Final Acceptance or Beneficial Occupancy of the Project and before warranties expire.

WORK - The scope of work outlined by this Agreement which includes all labor, materials, equipment, tools, services, subcontracts, permits, licenses and taxes and all other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, provided or to be provided by Design-Builder to fulfill its Design/Build obligations. The Work may constitute the whole or a part of the Project.

WORK COMPLETION TIME - The length of time Design-Builder is allowed to complete the Work within the Milestones or Contract Schedule, as specified by the Contract Documents.

WORK PACKAGE - A set of documents and defined scope for material or equipment procurement, procurement of a Trade Contractor, or construction work assembled to bid to the construction community with the intent of creating competitive pricing.

GC-3. ABBREVIATIONS AND ACRONYMS

ACAMS	Access Control and Alarm Monitoring System
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
ADG	Airports Development Group
AGC	Associated General Contractors of America
AL	Allowance
ARCC	Airport Response Coordination Center
ARFF	Aircraft Rescue and Firefighting (Facility)
ASTM	American Society for Testing Materials
ATCT	Air Traffic Control Tower
BGPAA	Burbank-Glendale-Pasadena Airport Authority
BMP	Best Management Practice
BPW	Board of Public Works
BSL	Bureau of Street Lighting
BTRC	Business Tax Registration Certificate (City of Burbank)
BUR	Hollywood Burbank Airport
BWP	Burbank Water and Power
CARB	California Air Resources Board
CBC	California Building Code
CCC	California Coastal Commission
CCR	Contractor Change Request
CD	Change Directive
CGMP	Component Guaranteed Maximum Price
CI	Computer Interface
CMS	BGPAA Construction and Maintenance Services
COW	Cost of Work
CPCN	Contractor Potential Change Notice
CPRA	California Public Records Act
CQC	Design-Builder Quality Control
CSI	Construction Specification Institute
CSPSP	Competitive Sealed Proposal Selection Process
CUP	Central Utility Plant
CUTE	Common Use Terminal Equipment
Cx	Commissioning
CxC	Commissioning Coordinator
CxL	Lead Commissioning Coordinator
CxM	Commissioning Manager
CxP	Commissioning Plan
CxT	Commissioning Team
DB	Design-Builder
DBE	Disadvantaged Business Enterprise
DEA	Drug Enforcement Agency
DHS	Department of Homeland Security
DIR	Department of Industrial Relations (California)

DPT	Deferred Performance Test
EIR	Environmental Impact Report
EMR	Experience Modification Rating
ESA	Environmentally Sensitive Area
EVIDS	Electronic Video Information Display System
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FEMA	Federal Emergency Management Agency
FIS	Federal Inspection Services
FMS	Facilities Management System
FOD	Foreign Object Debris
FTP	File Transfer Protocol
GCASP	General Construction Activity Stormwater Permit
GMP	Guaranteed Maximum Price
HOH	Home Office Overhead
IMTG	Information Technology Group (BGPAA)
IPW	Inspector of Public Works
IT	Information Technology
LBE	Local Business Enterprise
LOD	Level of Development
LOE	Level of Effort
MTA	Los Angeles County Metropolitan Transportation Authority
MWD	Metropolitan Water District of Southern California
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NTE	Not to Exceed
NTP	Notice to Proceed
NWS	National Weather Service
OBE	Other Business Enterprise
OPS	Operations Division
OSA	Office of the State Architect
PDN	Precedence Diagram Network
PWL	Percent Within Limits
QA	Quality Assurance
QC	Quality Control
RDM	Reconciled Design Model
RF	Radio Frequency
RFB	Request for Bids
RFI	Request for Information
RFP	Request for Proposals
ROM	Rough Order of Magnitude
SBE	Small Business Enterprise
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SCG	Southern California Gas Company
SCRRA	Southern California Regional Rail Authority

SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
TIA	Time Impact Analysis
TSA	Transportation Security Administration
USA	Underground Service Alert
USCBP	United States Customs and Border Protection
USDA	United States Department of Agriculture
USDOT	United States Department of Transportation
USFWS	United States Fish & Wildlife Service
USPHS	United States Public Health Inspection Service
WATCH	Work Area Traffic Control Handbook
WBS	Work Breakdown Structure
WWECP	Wet Weather Erosion Control Plan

GC-4. INVALIDATION OF A CONDITION

- A. In the event any covenant, condition, or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision, which shall be granted full force and effect and interpreted to implement the lawful intent of the Contract Documents.
- B. If any provision of this Agreement is capable of two interpretations, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

GC-5. NO ALTERATION OF CONTRACT TERMS

Design-Builder has no ability to alter, modify, amend, or change the terms of this Agreement except by an executed Change Order (subject to the limits on Change Orders expressed in this Agreement) or by a formal amendment duly executed by the parties.

GC-6. CONTRACT BONDS

- A. Design-Builder shall file surety bonds with BGPAA to be approved by BGPAA's counsel in the amount and for the purposes noted below. Bonds shall be issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in such circular is sufficient to provide bonds in the amount required by this Agreement. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure Section 995.660(a). Design-Builder shall pay all bond premiums, costs, and incidentals.
- B. Design-Builder shall provide payment (material and labor bond) and performance bonds on forms provided by BGPAA. The payment bond shall be for 100% of the Contract Price for Phase 2 and any early CGMPs authorized during Phase 1, as amended from time to time, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work.
- C. The performance bond shall be for 100% of the Contract Price for Phase 2 and any early CGMP's authorized during Phase 1, as amended from time to time. Design-Builder shall submit all bonds within 15 days of the start of Phase 2 or the authorization of early CGMPs during Phase 1, whichever occurs first.

- D. Each surety bond shall incorporate this Agreement by reference, and shall be executed by both Design-Builder and the surety. The signature of the authorized agent of the surety shall be notarized.
- E. The Payment Bond shall comply with Civil Code Section 9550 et seq.
- F. Should any bond become insufficient, Design-Builder shall renew the bond within 10 days after receiving notice from BGPAA.
- G. If BGPAA at any time reasonably determines that a surety is unsatisfactory, then BGPAA shall notify Design-Builder to that effect. No further payment shall be deemed due or will be made under this Agreement until a new surety shall qualify and be accepted by BGPAA.
- H. Changes in the Work or extensions of time made pursuant to the Contract Documents shall in no way release Design-Builder or surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

GC-7. INDEPENDENT CONTRACTOR

Design-Builder is an independent contractor and not an employee, agent, joint venturer, or partner of BGPAA. Nothing in the Agreement shall be interpreted or construed as creating the relationship of employer and employee between Design-Builder and BGPAA, or between Design-Builder and any official, agent, or employee of BGPAA.

GC-8 SUBCONTRACTS

- A. Design-Builder recognizes and accepts that the Subcontractor selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work in a fair and reasonable manner and to maintain fair and open competition. As such, all Work, except for services which are a part of Design-Builder's self-performance of the General Conditions and Field Services, shall be procured based upon competitive bids awarded to the lowest responsive and responsible bidder, as defined below.
- B. The competitive procurement requirements presented in the following do not apply to professional services with the exception of design assist services procured as part of a trade or work package. Professional services subcontracts other than the architect and civil engineer submitted as part of the proposal are subject to prior approval by BGPAA.

- C. Design-Builder shall develop lists of possible bidders to solicit bids for the Work Package(s). Design-Builder shall conduct an outreach effort to attract broad interest among qualified bidders. It shall be the responsibility of Design-Builder to contact potential bidders to develop a sufficient pool of bidders.
- D. If Design-Builder is proposing to use a prequalification process, then Design-Builder shall provide prequalification criteria in writing to BGPAA for approval prior to advertising for bids. Prequalification criteria shall be consistent with those published by DIR. BGPAA will confirm that such prequalification criteria are fair and reasonable.
- E. BGPAA may request notification of Design-Builder's prequalification selections, before Design-Builder notifies prospective bidders of those selections.
- F. Design-Builder may utilize a Best Value selection process for procurement of Work Packages. Design-Builder must submit its proposed evaluation criteria and process to BGPAA for approval prior to advertising for bids.
- G. Design-Builder shall secure the commitment to bid on each Work Package from a minimum of three bidders for each trade, unless Design-Builder elects to self-perform that Work as permitted herein. Design-Builder shall invite BGPAA to all pre-bid conferences, outreach events, bid openings and scope interviews on the Work Package.
- H. Subcontractors must set DBE levels of participation consistent with the levels of participation given by BGPAA to Design-Builder for this Agreement.
- I. Design-Builder shall respond to bid questions and issue addenda as necessary during the bid periods and at pre-bid conferences, preconstruction conferences, and walk-throughs. When needed, Design-Builder shall consult with BGPAA to address the questions and addenda.
- J. In the event that fewer than three bids are obtained, Design-Builder shall provide BGPAA with a written justification of its efforts to obtain competition and, if it seeks to award the subcontract with fewer than three bidders, the justification therefore. No award shall be made where there are fewer than three bidders without BGPAA's concurrence. Any sole source award must be issued consistently with Public Contract Code Section 3400 et seq. **Design-Builder acknowledges that approval of award may be delayed when less than three bids are obtained.**
- K. BGPAA shall be given reasonable and sufficient notice of bid openings for all subcontracts. Design-Builder shall submit to BGPAA a written copy of cost estimated budget for that Work Package/subcontract's bid opening two days before opening. Bid openings are to be held with BGPAA present.

- L. Upon receipt of bids:
1. Design-Builder shall record all bids received and provide recording sheets to BGPAA during the bid opening that include contractors budget/estimate for the work, the list of bidders, and any specific bid requirements that would deem a bidder non-responsive. The bids will be tabulated in a pre-approved format which allows for comparison of each GMP budgeted line item for review by Design-Builder and BGPAA. The report shall also indicate all bids received and compare the bids with the cost estimate for that Work Package. Bidders shall be discouraged from including clarifications and assumptions as these items may render the bidder nonresponsive to the scope requirements.
 2. Design-Builder shall analyze the bid results for potential error and the spread of bid amounts, and shall review the bidders for responsiveness and responsibility. Scoping meetings with the bidders are allowed to determine if the bidders understood the scope of work. However, BGPAA shall be present if such meetings take place.
 3. Responsibility is defined as a bidder who has demonstrated that it understands the Scope of Work and has the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Work.
 4. All non-responsive and non-responsible bidders shall be rejected, and the reasons therefore documented and provided to BGPAA.
- M. Unless a Best Value process was previously approved by BGPAA, award shall be made to the responsive and responsible bidder with the lowest bid price. Design-Builder shall notify BGPAA in writing, through the use of a Concurrence Letter, of the selected bidder, prior to awarding any subcontract. Design-Builder must allow time for BGPAA's subcontractor approval process.
- N. Before executing a subcontract with a Subcontractor, Design-Builder shall obtain a letter of concurrence from BGPAA. This letter concurs that Design-Builder has followed the procurement procedure.
- O. All subcontracts will be between Design-Builder and the Subcontractors. Subcontracts shall be written to protect BGPAA from impacts and claims arising from the Work. A copy of every subcontract shall be furnished to BGPAA at least five (5) calendar days prior to execution of the subcontract by Design-Builder. Design-Builder shall be responsible to BGPAA for the acts and omissions of its Subcontractors performing work under a subcontract with Design-Builder, and of its lower tier Subcontractors. Design-Builder shall require each Subcontractor to be bound to Design-Builder by the terms of the Contract Documents, and to assume toward Design-Builder all applicable obligations and responsibilities which Design-Builder, by this Agreement, assumes toward BGPAA. Such contract shall preserve and protect the rights of BGPAA under the Contract Documents with respect to the Work to be performed by the Subcontractor. Where appropriate, Design-Builder shall require each Subcontractor to enter into similar contracts with its Sub-Subcontractors. Design-Builder shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents and Design-

Builder's Summary Schedule, to which the subcontractor shall similarly make copies of such Contract Documents available to their sub-subcontractors. Each subcontractor will be bound by this provision. Subcontractors also shall be provided access to all RFIs, Schedule Updates, and any other information that arises during the performance of the Work. No subcontract or purchase order shall bind or purport to bind BGPAA. Each subcontract or purchase order shall provide, without requiring the prior consent of the relevant Subcontractor, for assignment and delegation of such subcontract or purchase order by Design-Builder to BGPAA in the event of a Design-Builder Event of Default. If BGPAA elects to assume by assignment any subcontract or purchase order, then Design-Builder shall enter into reasonable assignment documentation requested by BGPAA which may be required to effect such assignment.

- P. Design-Builder shall make no substitution for any Subcontractor without the prior written concurrence of BGPAA.

GC-9. DB REPRESENTATIONS, SERVICES, & RESPONSIBILITIES

- A. Design-Builder makes certain representations in the Contract Documents, including the representations in this clause. Design-Builder is deemed to make these representations by and as a condition of submission of Design-Builder's proposal. Design-Builder agrees that it has single point responsibility for the design and construction of the Project. Following award and execution of this Agreement, these representations are deemed republished throughout the performance of the Work and shall also be treated as express warranties.
1. Design-Builder has at the time of proposal, and will throughout performance, carefully and adequately reviewed the Contract Documents and acknowledges that the Contract Documents establish the scope, level of quality, construction intent and the procedures for Design-Builder's design and construction of the Work to a state of 100% completion. Design-Builder shall carefully study and compare each of the Contract Documents with the others and with information furnished by BGPAA, and shall promptly report in writing to BGPAA any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with program performance requirements or applicable code requirements observed by Design-Builder.

2. Design-Builder has at the time of proposal, and will throughout performance, carefully examine the Project Site and the adjacent areas, has adequately investigated the nature and location of the Work to be performed and has satisfied itself and will continue to satisfy itself as to the general and local conditions which will be applicable, including:
 - a) Conditions related to project site access and to the transportation, disposal, handling and storage of materials.
 - b) The availability of labor, water, power and roads.
 - c) Observable physical conditions at the Project Site and existing Project Site conditions including size, utility capacities and connection options of external utilities.
 - d) The surface conditions of the ground.
 - e) The character and availability of the equipment and facilities which will be needed prior to and during the performance of the construction work.
3. Design-Builder has at the time of proposal, and will throughout performance, have the experience and capability to efficiently and expeditiously accomplish the Work required under this Agreement in a timely and satisfactory manner and at the standard of practice of a Design-Builder with substantial experience in the Work.
4. Design-Builder shall supervise, coordinate, and direct the Work using Design-Builder's best skill and attention. Design-Builder shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work, including airfield and site work, utilities, and building systems.
5. Design-Builder shall be responsible for inspection of all portions of the Work, including those portions already performed under this Agreement, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.
6. Design-Builder shall at all times ensure that project community concerns as outlined in the Contract Documents are implemented and the performance is consistent with the intent of the requirements.
7. Design-Builder shall at all times maintain good discipline and order among its employees and Subcontractors. Design-Builder shall provide competent, fully qualified personnel to perform the Work.
8. Design-Builder shall be solely responsible for any and all design errors including errors, inconsistencies or omissions in the Construction Documents. Design-Builder shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Design-Builder before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to BGPAA.
9. Design-Builder further represents and warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as required in this Agreement and that such personnel have the experience and expertise levels to adequately perform the work. Design-Builder's representations and warranties, shall also apply to Subcontractors.

10. Design/Build Superintendent

- a) Design-Builder shall employ a competent Superintendent satisfactory to BGPAA who shall be in attendance at the Project Site at all times during the performance of the Construction Work. The Superintendent shall represent Design-Builder and communications given to, and received from, the Superintendent shall be binding on Design-Builder. Failure to maintain a Superintendent on the Project site at all times Work is in progress shall be considered a material breach of this Agreement, entitling BGPAA to terminate the Contract or, alternatively, issue a stop work order until the Superintendent is on the Project Site. If, by virtue of issuance of such stop work order, Design-Builder fails to complete this Agreement on time, Design-Builder will be assessed Liquidated Damages.
 - b) The Superintendent must be able to read, write and verbally communicate in English. The Superintendent may not perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the Construction Work at the Project Site when Work is in progress.
11. Throughout the performance of the Work, BGPAA shall be entitled to rely on Design-Builder's and Subcontractor's representations and warranties herein, and BGPAA shall not suffer any prejudice should such reliance thereafter prove mistaken including any mistaken approvals of Work not meeting the requirements of the Contract Documents.
12. BGPAA does not assume any obligation to employ Design-Builder's services or pay Design-Builder royalties of any type as to future programs that may result from the Work.

B. Legal Requirements

1. Design-Builder shall perform the Work in accordance with all legal requirements and shall provide all required notices applicable to the Work.
2. The Contract Price and/or Contract Time shall be adjusted to compensate Design-Builder for the effects of any changes in the legal requirements that satisfy both of the following criteria: (i) are enacted after the date of the Agreement or the establishment of the GMP; and (ii) detrimentally impact the performance of the Work. Such effects may include revisions Design-Builder is required to make to the Construction Documents because of changes in legal requirements.

- C. Standard of Care. All work performed in connection with this the Agreement shall be performed in a manner consistent with the standard of care ordinarily exercised by those who provide architectural, engineering, planning, design, and construction services for projects of similar size, scope and complexity for international, medium to large commercial United States airports or, if applicable, with respect to specialized services, the standard of care ordinarily exercised by those who specialize in such specialty services. In addition, all work is to be performed within the standard of care for California architects, engineers, planners, designers, and contractors. Neither review nor approval of Design-Builder's work by City, Program Manager, BGPAA, or any other person shall in any way relieve Design-Builder from its duty to utilize this standard of care in the performance of its duties. Design-Builder agrees to provide its professional services in a manner that is in the BGPAA's economic and governmental best interests, consistent with this standard of care and Design-Builder's professional obligations.

- D. Qualifications. Design-Builder represents it has the proper business and professional background, knowledge, experience and expertise necessary to perform the Work. Design-Builder further represents that it and all Subcontractors possess all required professional licenses in the State of California to provide all services necessary for the Project.
- E. Design-Builder understands the importance of and shall endeavor to approach the Project with the requirement to maintain airport operations, passenger convenience, airport tenant and user functionality as well as federal and other agency coordination and approval in a thoughtful, well planned and cost effective manner. Design-Builder shall plan for and assist BGPAA to take appropriate actions to minimize the impacts to BUR passengers as components of the Project are implemented.
- F. Design-Builder shall manage the Project with the goal of achieving timely results, protecting the BGPAA's operational and financial interests, and balancing diverse stakeholder requirements.
- G. Design Professional Services and Construction Documents
1. Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed design consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between BGPAA and any design consultant.
 2. Upon receipt of the Notice to Proceed, Design-Builder shall perform the design of the building systems and the preparation of the Construction Documents per the Contract Documents and the Scope of Work. The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required to complete the construction of the Project, other than such details customarily developed by others during construction.
 3. Design-Builder shall submit to BGPAA Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and BGPAA shall review and approve, the Construction Documents in accordance with the procedures set forth in the Contract Documents. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to BGPAA prior to commencement of construction.

4. The parties acknowledge that inherent in a design build concept, bridging or otherwise, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. Design-Builder will limit the Construction Document packages for construction to a reasonable number, not more than that stipulated in the Contract Documents, unless approved in writing by BGPAA. Contract Schedule shall indicate the times for BGPAA to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.
5. Design-Builder and BGPAA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that BGPAA may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project Requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process. On or about the time of the scheduled submissions, Design-Builder and BGPAA shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Following the design review meeting, BGPAA shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.
6. Design-Builder shall submit completed packages of the Construction Documents for review by BGPAA and all permitting agencies, at the times indicated on the Contract Schedule and as defined in the Scheduling Project Requirements.
7. BGPAA's review of the Construction Documents shall be conducted in accordance with the approved Contract Schedule. Such review shall not relieve Design-Builder from its responsibilities under this Agreement. Such review shall not be deemed an approval or waiver by BGPAA of any deviation from, or of Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted by Design-Builder and approved by BGPAA.
8. BGPAA's review and approval of interim and final design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither BGPAA's review nor approval of any interim or final design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to BGPAA.
9. BGPAA may request that Design-Builder prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.
10. Design-Builder shall be responsible for all plotting, printing, copying and distribution cost of any and all documents required in connection with the Work.

H. Design-Builder's Construction Phase Services

1. Unless otherwise provided in the Contract Documents to be the responsibility of BGPAA or a Separate Contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, startup, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.
2. Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents.
3. Design-Builder assumes responsibility to BGPAA for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between BGPAA and any Subcontractor or Sub-Subcontractor, including to any third-party beneficiary rights.
4. Design-Builder shall coordinate the activities of all Subcontractors. If BGPAA performs other work on the Project or at the Project Site with Separate Contractors under BGPAA's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such Separate Contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
5. Design-Builder shall keep the Project Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit BGPAA to occupy the Project or a portion of the Project for its intended use.

I. Design

1. Design-Builder and Subcontractors shall comply with all legal requirements relating to safety, as well as any BGPAA-specific safety requirements set forth in the Contract Documents. Design-Builder shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to BGPAA and, to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
2. Design-Builder's responsibility for safety is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all legal requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

GC-10. DESIGN-BUILDER'S REPRESENTATIVE

- A. Before starting the Work, Design-Builder shall designate in writing one representative who shall have complete authorization to act for it and who shall have experience in the executive management of at least one complete project of similar scope, value and complexity, and using a substantially similar project delivery model. Design-Builder's single point representative shall be available to BGPAA and located full time at the Project Site. An alternative representative may be designated as well. The representative or alternate shall be present at the Project Site whenever Work (including planning, surveying, design, coordination, construction, inspection, commissioning and closeout work) is in progress or whenever it is necessary to take measures to protect the Work, persons, or property. Any order of communication given to this representative shall be deemed delivered to Design-Builder. In the absence of Design-Builder's representative, instructions or directions shall be given by BGPAA to Design-Builder's Superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to Design-Builder or its representative.
- B. Design-Builder's representative shall be able to speak, read, and write fluently in the English language.
- C. BGPAA reserves the right to:
 - 1. Disapprove any candidate named as Design-Builder's representative or alternate who fails to meet the specified qualifications.
 - 2. Remove, without any right to work on the Project, either Design-Builder's representative or alternate, who in the sole opinion of BGPAA has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work; and that individual shall not, without permission of BGPAA, be re-employed on the Project.
- D. If Design-Builder's representative or alternate leaves the employ of Design-Builder, Design-Builder will be required to replace the individual(s) within 15 days. In the interim, an "Acting Representative" shall be named by Design-Builder.
- E. Failure to have Design-Builder's representative or alternate representative present at the Project Site at all times while work under the Contract is in progress shall at BGPAA's sole discretion constitute suspension of the Work by Design-Builder, until such time as such individual is again present at the Project Site.
- F. No payment or any extension of time will be allowed for any work performed in the absence of Design-Builder's representative or alternate.

GC-11. ADDITIONAL DESIGN-BUILDER ACKNOWLEDGMENTS

- A. The decision of the Authority is final on all questions relating to: quantities; the approval of accredited testing labs; the acceptability of materials, quality of work and equipment; execution, progress, or sequence of Work; and interpretation of the Plans, Specifications, or other drawings.
- B. Change Orders over \$_____ require Authority Commission approval.
- C. The Authority's liability under this Agreement, if any, shall only be to the extent of and shall never exceed the then present appropriation of funds to the Agreement.
- D. Notwithstanding any other provision of this Agreement, the Authority shall have no obligation to make any payments to Design-Builder unless the Authority Commission shall have first made an appropriation of funds equal to, or in excess of, the Authority's obligation to make any payments as provided in the Agreement. The Authority shall have no obligation to pay for any services provided by Design-Builder, purchases made by Design-Builder, or expenses incurred by Design-Builder, in excess of such appropriations, notwithstanding any authorization given to Design-Builder by Authority representatives. Design-Builder shall have no obligation to provide services, nor to incur any expenses, in excess of the appropriated amounts until the Authority Commission appropriates additional funds for the Agreement.

GC-12. BGPAF FURNISHED ELECTRONIC DATA

- A. The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other work product may be transmitted among BGPAF, Design-Builder, and others in electronic media in addition to paper hard copies.
- B. Transmission of Electronic Data
 - 1. Design-Builder shall utilize the software and the format developed by BGPAF for the transmission of electronic data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the electronic data.
 - 2. Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of work product. Unless specifically set forth in this Agreement, ownership of the electronic data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

3. By transmitting work product in electronic form, the transmitting party does not transfer or assign its rights in the work product. The rights in the electronic data shall be as set forth in this Agreement. Under no circumstances shall the transfer of ownership of electronic data be deemed to be a sale by the transmitting party of tangible goods.

C. Electronic Data Protocol

1. The parties acknowledge that electronic data may be altered or corrupted due to occurrences beyond their reasonable control or knowledge, including compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of electronic data for the communication of design and construction information and, in consideration of this, agree, and shall require their Subcontractors to agree, to the following protocols.
2. electronic data will be transmitted in the format agreed upon in this section, including file conventions and document properties, unless prior arrangements are made in advance in writing.
3. The electronic data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the electronic data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.
4. The transmitting party specifically disclaims all warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the electronic data. However, transmission of the electronic data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the electronic data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

- D. BGPAA Furnished Documents and Specifications: Where applicable, BGPAA will furnish one electronic and one reproducible copy of the Contract Documents. Design-Builder shall, upon receipt, check all documents furnished and shall promptly notify BGPAA of any missing documents or additional information or drawings required.

GC-13. BGPAA OWNERSHIP AND USE OF CONTRACT WORK PRODUCTS

- A. Ownership. All work products originated and prepared by Design-Builder or Subcontractors of any tier shall be and remain the property of BGPAA for its use in any manner it deems appropriate; provided, however, that any use unintended under this Agreement, or modification or alteration of the work products without the direct involvement of Design-Builder shall be without liability to Design-Builder. Work products are all works, tangible or not, created under this Agreement for BGPAA including documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property therein. To the extent applicable under the U.S. Copyright Act, all works created by Design-Builder under this Agreement are work-made-for-hire created for the sole benefit and ownership of BGPAA. BGPAA hereby grants to Design-Builder a license, revocable at will of BGPAA, to use and copy such documents during the term of this Agreement for the sole purpose of performing the Work. All copies of tangible materials or writings embodying such intellectual properties shall be turned over to BGPAA upon termination of this Agreement or completion of the Project. Design-Builder hereby assigns, and agrees to assign to BGPAA, all goodwill, copyrights and trademarks in all work products originated and prepared by Design-Builder under this Agreement. Design-Builder further agrees to execute any documents necessary for BGPAA to perfect, memorialize, or record BGPAA's ownership of rights.
- B. Obligations on Subcontractor. Any subcontract entered into by Design-Builder shall include a like provision to bind the Subcontractor such that BGPAA's ownership rights of all work products are preserved and protected.
- C. Use of Work Products and Trade Secrets by Third Parties. Design-Builder shall not make available, provide or disclose any work product to any third party without prior written consent of BGPAA. Design-Builder further agrees that it will not disclose nor cause others to disclose any of BGPAA's Trade Secrets or other potentially patentable matters including inventions, discoveries, improvements, and methods, developed during the performance of this Agreement. Design-Builder shall be liable for any loss of patentable rights as a result of such disclosure whether such disclosure is inadvertent or not.
- D. No Transfer of Pre-Existing Intellectual Property. Nothing herein may be construed to transfer to BGPAA any ownership, interest or right in any of Design-Builder's intellectual property, Trade Secrets or know-how that is pre-existing before commencement of this Agreement, or that is derived independent of Design-Builder's performance of this Agreement.

- E. Non-Infringement Warranty. Design-Builder represents and warrants that performance of this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including patents, copyrights, trademarks, Trade Secrets, right of publicity and proprietary information.
- F. Where any work product furnished by Design-Builder is in a form of software or firmware ("IP Vehicle"), and if any part of the such IP Vehicle (a) becomes the subject of an action, (b) is adjudicated as infringing a third party's intellectual property right, or (c) has its use enjoined or license terminated, Design-Builder shall, with BGPAA's consent, do one of the following immediately at Design-Builder's expense:
1. Procure for BGPAA the right to continue using such part of the IP Vehicle.
 2. Replace the IP Vehicle with a functionally equivalent, non-infringing product. Exercise of any of the above-mentioned options shall not cause undue business interruption to the BGPAA or diminish the intended benefits and use of the work product by BGPAA.
- G. Rights and remedies available to BGPAA shall survive the expiration or other termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those provided by law.
- H. Design-Builder Trade Secrets. No Work products or deliverables created and delivered to the Authority under this Agreement may constitute Trade Secrets of Design-Builder. Design-Builder acknowledges that the Authority is not, nor expected to be, in possession of any of Design-Builder's Trade Secrets. In the event that Design-Builder provides any Trade Secrets document (that is so marked conspicuously on every page) to the Authority, then the Authority shall notify Design-Builder of any CPRA request that encompasses such document. The Authority may disclose such document in response to the CPRA request unless Design-Builder obtains a court order enjoining the disclosure.
- I. Unless expressly stated otherwise, for all pre-existing third-party and Design-Builder's intellectual property (if any) required to operate or use any proprietary systems delivered by Design-Builder, Design-Builder grants and shall cause others to grant BGPAA (including its agents and consultants) a limited, royalty free irrevocable license to use such pre-existing intellectual property internally by BGPAA (including its agents and consultants).

GC-14. WORK FORCE

- A. Only competent, qualified professionals and workers shall be employed on the Work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform Work properly and acceptably or displays any behavior that violates the terms associated with having an Airport I.D. Badge, shall be immediately removed from the Work by Design-Builder and shall not be reemployed on the Work.

- B. Design-Builder's employees shall be restricted to immediate work areas at the Project Site, and shall not go beyond work limits or access routes, except as otherwise approved in writing by BGPAA.
- C. Key Personnel shall not be reassigned or removed from the Project for the scheduled duration of an identified position without prior written approval from the Authority. Should such a reassignment or removal occur without the Authority's written approval, Design-Builder shall be assessed a \$100,000 penalty, which will be assessed on the next application for payment. This requirement does not apply should Key Personnel terminate their own employment and separate from the company, its subsidiaries, or parent companies; or should Key Personnel be terminated for cause or removed due to extended illness, disability, or death.

GC-15. COORDINATION

- A. Collateral Work: All collateral work, coordination, communication and meetings shall be included in the Work and shall not be a basis for any claim of extra work, additional compensation, or a time extension.
 - 1. BGPAA, utility companies, federal agencies, concessionaires, or any of BGPAA's tenants may with BGPAA's consent perform construction or operations related to the Project with its own forces, or award separate concurrent prime contracts in connection with other portions of the Project or other construction or operations, on the Project Site or areas contiguous to the Project Site, or have other works performed by utilities or service providers.
 - 2. BGPAA shall provide directly for coordination of the activities and schedule of the Separate Contractor's forces with the Work of Design-Builder, who shall cooperate with Separate Contractors, provide concurrent coordinated Project Site access, and coordinate right-of-way paths for the Work.
 - 3. Design-Builder shall coordinate its work with the work of Separate Contractors, whether concurrent or not and shall consider their schedules and access milestones and interface milestones in formulation of its own construction schedules. Prior to each weekly progress meeting, Design-Builder shall convene coordination meetings with Separate Contractors, BGPAA (if BGPAA is performing work with its own forces at the Project Site), BGPAA's consultants (only if requested by BGPAA), and utility companies (where utility companies are performing works at the Project Site), for the purpose of work coordination, schedule coordination, analysis and review of their respective construction schedules and avoidance of worker congestion, disruption, delay, interferences and inefficiencies. Design-Builder and the Separate Contractors shall make revisions to their respective construction schedules deemed necessary after a joint review and mutual agreement with BGPAA. BGPAA shall have the right to participate in these coordination meetings. Construction schedules reviewed and coordinated at these coordination meetings and presented at the weekly Project progress meetings shall then constitute the as-revised schedules to be used by Design-Builder, Separate Contractors, and BGPAA until subsequently revised and approved, unless BGPAA in its discretion directs otherwise.

4. Design-Builder shall afford BGPAA and Separate Contractors reasonable and safe access to and across the Project Site and reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work within or adjacent to the Project Site, and shall connect and coordinate Design-Builder's work with their work as required by the Contract Documents. BGPAA may also require that certain facilities and areas be used concurrently by Design-Builder and Separate Contractors.
5. If any part of Design-Builder's work depends on the proper execution or results upon the work of BGPAA or of any Separate Contractor, or affects, or is affected by, the work of any Separate Contractor, Design-Builder shall monitor and keep itself informed of the progress and details of such work of such Separate Contractor or BGPAA by attendance at coordination meetings no less than weekly, exchanging schedules and look-aheads, conducting "priority discussions" as necessary, observation of the Project Site, and communication with Separate Contractors. Design-Builder shall promptly report in writing to BGPAA any apparent discrepancies or defects in such other work that will or may render it unavailable or unsuitable for Design-Builder to properly perform the Work. Failure by Design-Builder to promptly report such discrepancies or defects shall constitute acceptance of the other work as fit, proper and ready for integration with Design-Builder's work, except for latent defects.

B. Coordination

1. Design-Builder will designate a contact person for coordination with BGPAA, utility companies, Separate Contractors, federal agencies, concessionaires, TSA, or any of BGPAA's tenants. The contact person shall have the authority to make decisions for Design-Builder firm and shall have binding signatory power for changes in work. The contact person and or his or her designee shall be on the Project Site at all times during work activity.
2. Design-Builder shall coordinate, sequence, and organize its work so as to minimize the inconvenience and disruption to the general public to the greatest extent reasonable. Such coordination and mitigation shall include dissemination of information and meeting with or notification to the parties who will be affected by the Work, as appropriate, and shall be undertaken in cooperation with BGPAA, and in accordance with any specific Contract Document provisions or direction from BGPAA.
3. Prior to commencement of the Work Design-Builder shall hold pre-installation coordination meetings and prepare coordination drawings that document the pre-planning of the Work. This process shall ensure the installation of the Work is undertaken in an efficient and professional manner in accordance with the Contract Documents. Design-Builder's coordination shall include the following:
 - a) Coordinate use of project space and sequence of installation of equipment or other work that is indicated on the Contract Documents. Utilize space efficiently to eliminate conflicts in the installation of the Work and to maximize accessibility for maintenance and repairs.
 - b) When necessary, prepare memoranda for distribution to each party involved in the Work outlining special procedures required for coordination and construction. Include such items as required notices, reports, construction restraints and attendance at meetings.

- c) Coordinate schedule and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work.
- 4. Design-Builder shall obtain the approval of BGPAA and notify all other affected persons or Separate Contractors at least 48 hours before starting work which may block access or otherwise cause undue difficulty to occupants or users of property affected, and shall restore such access to a usable condition or, with BGPAA's permission, provide replacement access as soon as possible.
- 5. Design-Builder shall provide safe access to and through the Project Site to accommodate BGPAA approved tours. When BGPAA plans to conduct or authorize a site tour of the Project, BGPAA will attempt to give Design-Builder 48 hours advance notice and, if time is available, attempt to make necessary arrangements with Design-Builder to facilitate the tour and mitigate disruptions to Design-Builder's operations.
- 6. Design-Builder shall obtain necessary information and identify equipment locations and other layouts, as available, to avoid interface conflicts and shall be familiar with applicable codes and requirements and perform its work in compliance therewith.
- 7. BGPAA reserves the right to permit access to the Project Site for the performance of work by Separate Contractors and persons at such times that BGPAA deems proper. The exercise of such reserved right shall in no way or to any extent relieve Design-Builder from liability for loss and damage to the Work due to or resulting from its operations or from responsibility for complete execution of the Contract. Design-Builder shall cooperate with Separate Contractors and persons in all matters requiring common effort. Prior to entering the Project Site, Design-Builder shall require Separate Contractors and third parties to sign a BGPAA approved form documenting and authorizing Project Site access.
- 8. Design-Builder shall coordinate execution of the Work with those public utilities, governmental bodies, private utilities and "Other Contractors" performing work on and adjacent to the worksites. Design-Builder shall eliminate or minimize delays in the Work and conflicts with those utilities, bodies and Separate Contractors.
- 9. In case of irreconcilable conflict, BGPAA will provide direction that provides the best benefit to the Project.

C. Communication

- 1. An orderly system for communication between BGPAA and Design-Builder is essential to the satisfactory completion of the Work. Communications between Design-Builder and BGPAA shall be in accordance with the provisions of the Contract Documents.

2. BGPAA Communications with Design-Builder-BGPAA will transmit, directly or through others, written instructions, responses or other communications to Design-Builder's Project Manager or other persons identified in writing by Design-Builder to receive such communications. Design-Builder shall, by a letter to BGPAA, designate (by name) one or more staff members to receive oral and written field communications when the Project Manager is away from the Project Site and to act as the Project Manager's designated representative. During the times that the Project Manager may be temporarily absent, a staff member shall be authorized to act immediately on orders or instructions issued by BGPAA. If BGPAA finds it necessary to communicate with Design-Builder Personnel authorized to receive such communications and none are available to receive such communications, BGPAA may suspend all of Design-Builder's operations at the Project Site until such communications can be accomplished.
3. Design-Builder shall submit to BGPAA all documents required by the Contract Documents and as requested to provide reports containing information on scope, schedule, budget, progress, quality, safety, issues and risks to the Project.
4. Formal communications from Design-Builder to BGPAA that are necessary for the performance of the Work, including documents described in the Contract Documents, and any other written communications, will be addressed to BGPAA, unless otherwise specified in the Contract Documents. All written communications or submittals shall be signed by Design-Builder's Project Manager or designee in serialized format, and Design-Builder shall maintain logs available to BGPAA for review and reconciliation upon request. Additional requirements regarding submittals are set forth in the Contract Documents.
5. Design-Builder's Project Manager is in full charge of all Design-Builder activity on the Project unless Design-Builder has designated in writing other persons authorized to send and receive formal communications, and the specific authority of such designated persons.

D. Meetings

1. Design-Builder shall inform BGPAA at least 48 hours in advance of any Project-related meeting(s) where Design-Builder intends to have a lawyer present.
2. Design-Builder shall make arrangements for meetings and prepare agendas with copies for participants. For meetings between BGPAA and Design-Builder, BGPAA will record written minutes and distribute within three working days.
3. Meetings, as required, will be held for scheduling and coordination of the Work within the requirements of the Contract Documents. In the event conflicts arise, BGPAA will make the final decision resolving the conflict in a way to minimize project impact.
4. Design-Builder shall be advised of and shall attend meetings as deemed necessary by BGPAA.

GC-16. BUSINESS ETHICS

- A. Design-Builder and its representatives shall not make, or cause to be made, any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to (1) BGPAA representatives, employees, or their relatives, or (2) representatives of BGPAA-affiliated subcontractors or any other individuals, organizations, or businesses receiving funds in connection with the Project.
- B. Design-Builder employees (or their relatives), agents, or subcontractors shall not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from any other Contractors working on the Project or from any BGPAA employee, agent, representative.
- C. Design-Builder shall notify a designated BGPAA representative within 48 hours of any instance where Design-Builder becomes aware of a failure to comply with the provisions of this clause.

GC-17. MATERIAL AND WORKMANSHIP

- A. Warranty. Design-Builder represents and warrants that it is and will be at all times fully qualified and capable of performing the Work. Design-Builder warrants that all construction management and construction services shall be performed in accordance with generally accepted professional standards of a professional with expertise in the Work of the Contract Documents, good and sound construction practices, and all requirements of the Contract Documents. Design-Builder warrants that Work, including each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in materials, construction and workmanship, and for Work performed under a design-build or performance specification, free from defects in design, architecture and/or engineering. Design-Builder warrants that Work shall conform in all respects with all applicable construction requirements of applicable laws (including federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein), and all other requirements of Contract Documents (and for design build or performance specification scope, such warranty shall extend to all applicable design requirements as well.) Design-Builder's representations and warranties regarding the completed Work shall not extend to the negligence of others in the specification of specific equipment, materials, design standards and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. All materials and work quality shall be subject to BGPAA's approval. Design-Builder may supply any of the materials specified or offer an equivalent. BGPAA will determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for BGPAA to make this determination.

- C. Material and work quality not conforming to the requirements of the Contract Documents shall be considered defective and will be subject to rejection. When BGPAA so directs, Design-Builder shall immediately remove defective work or material from the Project Site, whether in place or not, at Design-Builder's expense.
- D. If Design-Builder fails to replace any defective or damaged work or materials after reasonable notice, BGPAA retains the right to perform this work by a Separate Contractor. BGPAA shall back charge or deduct from the amount to be paid to Design-Builder the actual expense for such work plus a fee of 15% for administrative costs.
- E. Where materials are specified by reference to ASTM specifications, federal specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract Documents to the same force and effect as if repeated therein.
- F. All Work shall be performed in a skillful and workmanlike manner.

GC-18. PUBLICITY AND ADVERTISING

- A. Neither Design-Builder nor its subcontractors or suppliers shall include any reference to this Agreement or the Work in any advertising or public relations materials without first obtaining the written approval of BGPAA. All information so included shall be factual, and shall in no way imply that the BGPAA endorses Design-Builder or its services or product.
- B. BGPAA shall have the right to photograph, videotape, film or in any other manner record the progress of the Work at any time and to use such materials for any purpose.
- C. No sign will be permitted for advertising the name of Design-Builder or any Subcontractor. One neat sign with black lettering on a white background may be used to designate Design-Builder's shipping and receiving area for the Project. The face of the sign shall not exceed six square feet. This sign shall be subject to approval by BGPAA. The sign shall also comply with City's signage requirements for construction projects.
- D. No use of information related to the Work is permitted without the written approval of BGPAA. Design-Builder and Subcontractors shall not publish or allow to be published at any time, any photography, videotape, or film without prior written authorization from BGPAA.
- E. All inquiries of any kind pertaining to this Agreement, presented to Design-Builder from any media source, shall be immediately referred by Design-Builder to BGPAA.
- F. Design-Builder shall not release information in any manner or form on behalf of BGPAA or pertaining to the nature, scope, or details of this Agreement in any organized public or private event, setting, or ceremony without the prior specific written consent of BGPAA.

GC-19. HAZARDOUS AND OTHER REGULATED SUBSTANCES

- A. Except as otherwise permitted in the Contract Documents, Design-Builder accepts sole responsibility for full compliance with all applicable laws regarding the use, storage, handling, distribution, processing, and disposal of Hazardous Substances regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements.
- B. Except for claims arising from the BGPAA's sole or active negligence or willful misconduct, Design-Builder shall indemnify BGPAA for any damages, penalties, or fines that the Authority incurs, or pays, as a result of noncompliance with this Article.
- C. In the case of any Hazardous Substance spill, leak, discharge, or improper storage on the premises, or contamination of same, by action or inaction of Design-Builder, or anyone directly or indirectly employed or under contract to Design-Builder, Design-Builder shall make, or cause to be made, any necessary repairs or corrective actions, as well as clean up and remove any leakage, contamination, or contaminated ground. In the case of any Hazardous Substances spill, leak, discharge, or contamination caused in whole or part by Design-Builder, or by any Subcontractor, that affects BGPAA's property, or property(ies) of airport tenant(s), Design-Builder shall make, or cause to be made, any necessary repairs, or take corrective actions, to clean-up and remove any such spill, leakage or contamination to the extent required by applicable law.
- D. If, after reasonable notice, Design-Builder fails to repair, clean-up, properly dispose of, or take any other corrective action(s) as required by the Contract Documents, BGPAA may take all steps it deems reasonably necessary to properly repair, clean-up or otherwise correct the condition(s) resulting from the spill, leak or contamination. Any such repair, clean-up or corrective action(s) taken by the Authority shall be at Design-Builder's sole cost and expense, including any and all costs (including any administrative costs) that BGPAA incurs, or pays, as a result of any repair, clean-up or corrective action it takes.
- E. If Design-Builder installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any Hazardous Substances, Design-Builder shall, upon expiration or termination of the Agreement, remove or clean up, at the sole option of BGPAA, those improvements. Such installation, use, removal, or clean-up shall be an identified element of the Work included in the GMP and shall be undertaken and completed in full compliance with applicable laws, as well as in compliance with the reasonable directions of BGPAA.
- F. Design-Builder shall promptly supply BGPAA with copies of all notices, reports, correspondence, and submissions made by Design-Builder to any governmental entity regarding any Hazardous Substances spill, leak, discharge or clean-up, including all tests results.

- G. Notwithstanding the foregoing paragraphs:
1. Design-Builder is responsible for addressing Hazardous Substances only to the extent the presence of such Hazardous Substances:
 - a. Are encountered or discovered during the performance of the Work.
 - b. Were disclosed to Design-Builder in writing prior to commencement of the Work.
 2. To the extent Hazardous Substances are discovered that were not introduced to the Project Site by Design-Builder and not disclosed to or discovered by Design-Builder prior to commencing the construction stage of the Work, Design-Builder shall properly address such Hazardous Substances by removal or other appropriate measure. With respect to the remediation of Hazardous Substances not disclosed to or discovered by Design-Builder prior to commencing the construction stage of the Work, Design-Builder is entitled to additional compensation and contract time. With respect to Hazardous Substances that Design-Builder does not introduce to the Project Site, Design-Builder does not assume liability or responsibility as a “generator”, but Design-Builder is responsible to the extent Design-Builder negligently performs the work necessary to properly test, handle, transport, or dispose of such Hazardous Substances.
 3. Design-Builder’s obligation to remediate Hazardous Substances is limited to the Work. Design-Builder has no obligation to identify, abate, or remediate hazardous substances not directly affected by the Work; however, Design-Builder shall identify and remediate Hazardous Substances not included in the Work as directed in writing by the Authority.
 4. Design-Builder shall be compensated for approved additional costs resulting from changes in laws regarding the use, storage, handling, distribution, processing, or disposal of Hazardous Substances. Impacts to contract time will be evaluated on a case-by-case basis through the contract change order process.
- H. BGPAA will retain title to all pre-existing Hazardous Substances removed as part of the Work, and title shall not transfer to Design-Builder. BGPAA shall sign all manifests as owner of all such pre-existing Hazardous Substances. Hazardous Substances introduced onto the Project Site by Design-Builder shall remain titled to Design-Builder.
- I. Design-Builder’s obligations under this Section shall survive expiration or termination of the Agreement.

GC-20. PROJECT SITE INVESTIGATION

- A. Design-Builder shall investigate the Project Site to ascertain conditions affecting necessary procedure and sequence of work operations, and to ascertain Project Site conditions, character, quality and quantity of surface and subsurface materials that will be encountered. Design-Builder shall verify all dimensions in the field and shall check field conditions continuously during construction. BGPAA assumes no responsibility whatsoever in respect to Design-Builder'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. If Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or Geotechnical Report (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Design-Builder shall promptly provide notice to BGPAA before conditions are disturbed and in no event later than 14 days after first observance of the conditions. BGPAA will promptly investigate such conditions and, if BGPAA determines that they differ materially and cause an increase or decrease in Design-Builder's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If BGPAA determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, then BGPAA shall promptly notify Design-Builder, stating the reasons. If Design-Builder disputes the BGPAA's determination or recommendation, then Design-Builder may submit a Claim as provided in Article 15.
- B. Subsurface Data
1. All soil and test hole data, groundwater elevations, and soil analyses shown on the Plans or included in the Contract Documents apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes which have been drilled are available for inspection at the office of BGPAA. Additional subsurface exploration may be performed by Design-Builder at its own expense.
 2. The indicated groundwater elevation is that which existed on the date specified in the data. It is Design-Builder's responsibility to determine and allow for the groundwater elevation on the date the Work is performed
- C. Archaeological and Paleontological Discoveries
1. If discovery is made of items of archaeological or paleontological interest, Design-Builder shall immediately cease excavation in the area of discovery and shall not continue until ordered by BGPAA. When resumed, excavation operations within the area of discovery shall be as directed by BGPAA.
 2. Discoveries which may be encountered may include dwelling sites, stone implementations or other artifacts, animal bones, human bones, and fossils.

GC-21. RIGHTS OF ENTRY

Rights of entry for the Work will be provided by BGPAA pursuant to the Contract Documents. Unless otherwise provided in the Contract Documents, Design-Builder shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities that may be temporarily required to perform the Work.

GC-22. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

- A. Design-Builder shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. Property not designated for removal, shall be protected from injury or damage. If damaged or removed due to Design-Builder's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. When ordered by BGPAA, Design-Builder shall provide and install suitable safeguards to protect any object from injury or damage.
- B. Design-Builder shall comply with all requirements for Project Site use, maintenance, and cleanliness per the Contract Documents. Design-Builder shall take actions to minimize the disruptions and disturbances to building occupants and adjacent roadways, structures, and airfield areas. Design-Builder shall abide by all provisions of these Contract Documents regarding protection of existing structures, safety, and maintenance of ingress and egress to the building. Design-Builder must take any and all measures necessary to maintain cleanliness in both the interior and exterior of all work areas. Design-Builder is responsible for the repair or replacement for any damage caused by Design-Builder to the premises, the contents therein, or the adjacent areas.
- C. Design-Builder 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 Design-Builder or Subcontractors shall be restored to their original condition by Design-Builder before Final Inspection of the Work. Design-Builder shall protect all existing underground utilities against damage from equipment and equipment loads.
- D. The fact that any improvement or facility is not shown on the plans shall not relieve Design-Builder of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. Design-Builder shall pay for and satisfactorily repair damage to any object which may be damaged as a result of the operations or negligence of Design-Builder or Subcontractors. If it becomes necessary for BGPAA to repair such damage, Design-Builder shall be billed for and shall pay the actual cost to BGPAA for labor and materials plus 15% for administrative costs.

- E. All costs to Design-Builder for protecting, removing, and restoring existing improvements or new construction are included in the Contract Price.

GC-23. ADA COMPLIANCE

- A. As directly related to Design-Builder's responsibilities with regard to this Agreement, Design-Builder shall be solely responsible for fully complying with applicable laws regarding disabled access including any services, programs, improvements or activities provided by Design-Builder. Design-Builder shall be solely responsible for any and all damages caused by, and penalties levied as the result of Design-Builder's noncompliance. Further, Design-Builder shall cooperate fully with BGPAA in its efforts to comply with the ADA.
- B. Should Design-Builder fail to comply with this Section, BGPAA shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Design-Builder will then be back charged for, or required to reimburse BGPAA for, the actual cost of achieving compliance plus 15% for administrative costs.

GC-24. PUBLIC CONVENIENCE AND SAFETY

- A. Design-Builder shall conduct all operations in a manner that will cause no interference with normal operation of BUR. In all operations Design-Builder shall be governed by the regulations and rules of BGPAA and shall cooperate fully with BGPAA. All temporary blockages for the movement of construction materials or equipment shall be coordinated with and approved by BGPAA at least 48 working hours in advance of any closure.
- B. Prior to moving vehicles onto the Project Site, Design-Builder shall submit to BGPAA the proposed plan for vehicular and pedestrian traffic circulation, including the location and types of signs to be used. Thereafter, and not later than 15 days prior to subsequent changes required by BGPAA for such circulation, sign locations and types, Design-Builder shall submit revised plans to BGPAA.
- C. Design-Builder shall maintain the FAA's vehicle access and parking to the control tower during the performance of the Work. Any modifications to access or parking during the conduct of the Work must be coordinated with and approved by the FAA. BGPAA will assist Design-Builder in this coordination. Any proposed modifications to access or parking must be submitted a minimum of 30 days prior to when the change is planned.

GC-25. USE OF IMPROVEMENTS DURING CONSTRUCTION

- A. BGPAA reserves the right to take over and utilize all or part of any completed facility, equipment, system, furnishing, or appurtenance. Design-Builder will be notified in writing in advance of such action. Such action by BGPAA will relieve Design-Builder of responsibility for injury or damage to such completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except Design-Builder operations or negligence. Nothing in this section shall be construed as relieving Design-Builder from full responsibility for correcting defective work or materials.
- B. In the event BGPAA exercises the right to place into beneficial use or service and utilize all or part of any completed facility, equipment, system, furnishing, or appurtenance, BGPAA will assume the responsibility and liability for injury to persons or property resulting from the utilization of the facility, equipment, system, furnishing, or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission by Design-Builder, a Subcontractor, or their officers, employees or agents, or failure to perform the Work in accordance with the Contract Documents. BGPAA will also assume responsibility for security, maintenance and insurance of any completed portion of the work for which BGPAA intends to leverage a phased Beneficial Occupancy prior to beneficial occupancy of the entire project.
- C. Whenever BGPAA plans to exercise such right, Design-Builder will be notified by BGPAA, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service. Following BGPAA's inspection, witnessed acceptance test, demonstration, training, and establishment of a punch list, a Notice of Substantial Completion will be issued, for the portion or portions of the Work to be utilized and placed in service. Owner acknowledges Design-Builder's plan to purchase and manage the work toward a single Beneficially Occupancy date of the entire project. Therefore, any desire by the Owner for phased Beneficial Occupancy will require close coordination.
- D. Use of improvements during construction will not alter Warranty provisions defined elsewhere in the Contract Documents.

GC-26. JOINT LIABILITY

If Design-Builder is comprised of more than one legal entity, then each such entity shall be jointly and severally liable to BGPAA under this Agreement.

GC-27. BGPAA HELD HARMLESS

- A. To the fullest extent permitted by law, Design-Builder shall defend, indemnify, and hold harmless the Indemnitees from and against any and all suits, claims, causes of action, liability, losses, damages, demands, or expenses (including attorney's fees and costs of litigation), claimed by third parties (including Design-Builder's agents or employees) by reason of injury to, or death of, any person(s), or for damage to, or destruction of, any property (other than the Work itself) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to Design-Builder's or a Subcontractor's negligent acts of omissions or willful misconduct in performance of this Agreement, whether or not contributed to by any act or omission of the Indemnitees. Where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Design-Builder's performance of a "construction contract" as defined by Civil Code Section 2783, this paragraph shall not be construed to require Design-Builder to indemnify or hold the Authority harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the Authority's sole negligence, willful misconduct or active negligence. Where such suits, claims, causes of action, liability, losses, damages, demands, or expenses arise from Design-Builder's design professional services as defined by Civil Code Section 2782.8, Design-Builder's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to Design-Builder's negligence, recklessness, or willful misconduct in the performance of the Agreement.
- B. Without limiting the generality of the preceding, Design-Builder agrees to protect, defend, indemnify, keep and hold harmless the Indemnitees from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to BGPAA by Design-Builder violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world.
- C. Without limiting the generality of the preceding, Design-Builder shall defend, indemnify and hold harmless BGPAA from any third-party claim, complaint, or cause of action (whether by a private party or by a governmental entity) alleging that any part of the Work or the design for the Work fails to comply with any law regarding disabled access, including the ADA, the Air Carrier Access Act, Unruh Civil Rights Act (California Civil Code 51, et seq.) and Title 24 of the California Code of Regulations relating to building standards.
- D. BGPAA shall retain authority to approve settlements, which approval shall not be unreasonably withheld.
- E. The provisions of this Section shall survive expiration or termination this Agreement.

GC-28. PATENT FEES OR ROYALTIES

The Contract Price shall include any and all license, patent fees, or royalties on any patented article or process furnished or used in the Work. Any limited license, patent fees, or royalties in place at the time of Beneficial Occupancy shall be disclosed in writing to BGPAA.

GC-29. NO THIRD PARTY BENEFICIARY

It is expressly understood and agreed that the enforcement of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the BGPAA and Design-Builder, and that nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person. It is the express intention of the BGPAA and Design-Builder that any member of the public, Subcontractor, or other person or entity other than the BGPAA or Design-Builder receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. The foregoing shall not, however, impair BGPAA's status as a third party beneficiary of subcontracts of any tier for the performance of work or delivery of services, material or equipment to the Project.

GC-30. GOVERNING LAW; VENUE

Each and every term, condition, or covenant in the Agreement is subject to and shall be construed in accordance with the provisions of California law. In the event that either party shall commence legal action to enforce or interpret the Agreement, the venue for litigation shall be Los Angeles County, California. The interpretation of the Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

GC-31. COMPLIANCE WITH APPLICABLE LAWS

Design-Builder shall at all times during the performance of its obligations under this Agreement, comply with all applicable laws including the hazardous waste and hazardous materials regulations. Design-Builder shall be solely responsible for any and all damages caused and penalties levied as the result of Design-Builder's noncompliance with such enactments.

GC-32. ASSIGNMENT OR TRANSFER STRICTLY PROHIBITED

- A. Design-Builder shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Agreement, or any portion thereof or any interest therein, in whole or in part, without the prior written consent of Executive Director.
- B. For purposes of this Agreement, the terms “transfer” and “assign” include the following:
 - 1. If Design-Builder is a joint venture, a limited liability company, or a partnership, the transfer of 50% or more of the interest or membership in the joint venture, the limited liability company, or the partnership.
 - 2. If Design-Builder is a corporation, any cumulative or aggregate sale, transfer, merger, assignment, or hypothecation of 50% or more of the voting shares of Design-Builder.
 - 3. The dissolution by any means of Design-Builder.
 - 4. A change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Design-Builder without the written consent of the Executive Director is a violation of this Agreement and shall be voidable at BGPAA’s option and shall confer no right, title, or interest in or to this Agreement upon the assignee, mortgagee, pledgee, encumbrance, or other lien holder, successor, or purchaser.

GC-33. CONFLICT OF INTEREST

The parties agree that no official, officer or employee of BGPAA shall have any personal or beneficial interest whatsoever in the services or property described herein.

GC-34. WAIVER

The waiver by BGPAA of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

GC-35. SUSPENSION OF WORK

- A. BGPAA may suspend all or any part of the Work by written order (“Suspension Order”), without invalidating this Agreement, for such period or periods as it may deem necessary due to:
 - 1. Any reason for the convenience of the BGPAA, with or without cause.
 - 2. An order from a state or federal court or a government administrative agency.
 - 3. Design-Builder’s failure to perform any provision of the Contract Documents.

- B. Upon receipt from BGPAA of a Suspension Order, Design-Builder shall, unless the notice requires otherwise:
1. Immediately discontinue Work on the date and to the extent specified in the notice.
 2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice.
 3. Promptly make every reasonable effort to obtain suspension in terms satisfactory to BGPAA of all orders, subcontracts and rental agreements to the extent they relate to performance of suspended work.
 4. Continue to protect and maintain the Work including those portions on which work has been suspended. If Design-Builder fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, BGPAA may elect to do so and back charge or deduct the cost thereof from monies due Design-Builder. Such actions will not relieve Design-Builder from liability.
 5. Within three days of the receipt of the Suspension Order, submit a suspension plan to BGPAA for acceptance. The plan shall describe how Design-Builder will store all materials in a manner so that the materials will not become an obstruction or become damaged in any way, what cost effective methods it will employ to prevent damage to or deterioration of the Work and otherwise protect the Work, how suitable drainage will be provided, what temporary structures will be necessary, and how Design-Builder will prepare for resuming the Work for the least possible remobilization cost. After the plan is accepted, Design-Builder shall implement it in accordance with instructions received from BGPAA.
 6. Take any and all measures to minimize costs associated with such suspension.
- C. Under no circumstance shall a suspension absolve Design-Builder or Design-Builder's sureties of the duties and responsibilities guaranteed under the performance and payment bond(s). Design-Builder shall again proceed with the Work when it is ordered to do so in writing by BGPAA.
- D. If Design-Builder intends to assert a claim for compensation or time extension under this Article, it must, and notwithstanding any time limitations specified elsewhere in the Contract Documents, within seven calendar days after receipt of notice to resume work, submit to BGPAA a Contractor Change Request setting forth the schedule impact and monetary impact of the suspension in sufficient detail to permit thorough analysis. Adjustment of work Completion Time, if appropriate, will be made pursuant to the provisions of the Contract Documents. Adjustment of the Contract Price, if any, will be subject to BGPAA Commission's approval and shall not in any event, exceed the cost of the extra work resulting from such suspension. Such cost, if any, shall be determined in accordance with the Contract Documents. Pursuant to Civil Code Section 1511, any failure to submit a timely and properly documented Contractor Change Request shall constitute a waiver by Design-Builder of any claim for additional compensation, time or impact costs from BGPAA.

- E. If a Suspension Order is due to a court or agency ruling, the Suspension Order will identify the ruling, and subject to BGPAA Commission approval, may extend the Work Completion Time by the stated amount of time specified by the ruling. If the ruling causes suspension for an indefinite period of time and as a result a time extension cannot be established, the Suspension Order may also be for an indefinite period of time, subject to BGPAA Commission approval. If the Suspension Order is issued because of acts or omissions of Design-Builder or violation of safety requirements or building code, Design-Builder shall not be entitled to a time extension or payment for any additional costs it incurs.
- F. If a Suspension Order results from Design-Builder's failure to satisfactorily perform any of the provisions of this Agreement (including faulty workmanship, safety concerns, improper or inadequate manpower, equipment, supplies or supervision, or failure to perform the Work or pay employees, subcontractors or suppliers in a timely manner), the Suspension Order will identify the reason, or reasons, for the order. In this circumstance, no time extension will be authorized for Design-Builder and any costs to Design-Builder resulting from such Suspension Order will not be reimbursed by BGPAA. A Suspension Order issued under these circumstances will remain in effect until Design-Builder has removed or corrected the grounds for the suspension, or the Suspension Order expires by its terms.

GC-36. TERMINATION FOR CONVENIENCE

- A. BGPAA may at its option, terminate this Agreement for convenience, in whole or in part, at any time, or from time to time, by written notice to Design-Builder. Such notice shall specify the extent to which the performance of Work is terminated and the effective date of such termination.
- B. Upon receipt of such notice, Design-Builder shall:
 - 1. Immediately discontinue the Work on the date and to the extent specified in the notice and place no further orders or subcontracts for materials, services, or facilities, other than as may be required for completion of such portion of the Work that is not terminated.
 - 2. Promptly obtain cancellation upon terms satisfactory to BGPAA of all purchase orders, subcontracts, rentals or any other contracts existing for the performance of the terminated Work or assign those contracts to BGPAA as directed.
 - 3. Assist BGPAA in the maintenance, protection, and disposition of Work in progress, plant, tools, equipment, property, and materials acquired by Design-Builder or furnished by Design-Builder under this Agreement.
 - 4. Complete performance of the Work which is not terminated.

- C. Upon any such termination, Design-Builder shall waive any claims for damages on account thereof; but as the sole right and remedy of Design-Builder, BGPAA shall pay Design-Builder substantiated costs in accordance with the following:
1. All amounts due and not previously paid to Design-Builder for Work completed in accordance with the Contract Documents prior to such notice of termination, and for Work thereafter completed as specified in such notice, up to but not exceeding the contract value for the work using the progress schedule, schedule of values and other project controls as applicable.
 2. Reasonable administrative costs of settling and paying claims arising out of the termination of Work under subcontracts or purchase orders.
 3. Reasonable costs incurred in demobilization and the disposition of residual material, plant and equipment.
 4. A profit on items (2) and (3) above, as provided for in the "Change Orders" provision.
 5. There shall be no claim or right to lost profits on unperformed work under any theory or any circumstances. Except for the amounts allowed under items (1) through (4) above, there shall be no other right or claim for loss, cost, damage, expense or liability. These limits apply to a termination for convenience and also to any termination for default subsequently determined wrongful and therefore treated as a termination for convenience.
- D. Design-Builder shall submit within 21 days after receipt of notice of termination a proposal for an adjustment to its compensation including all incurred costs described herein. Should the logistics of such a termination preclude pricing any item of cost, Design-Builder shall estimate costs to the best of its ability. BGPAA shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, subject to BGPAA Commission approval as needed, and this Agreement shall be amended in writing accordingly.
- E. No compensation will be paid to Design-Builder for unabsorbed or under absorbed overhead, nor shall Design-Builder be paid for loss of anticipated profits in any form.
- F. If an agreement cannot be reached concerning an equitable adjustment, BGPAA may issue a unilateral Change Order.
- G. In the event that BGPAA and Design-Builder cannot come to an agreement on a GMP at the end of Phase 1, Design-Builder shall assign all design subcontracts to BGPAA. The Design subcontract agreements, with the exception of any early trade partner design assist contracts, will specify that the designers will agree to the assignment of their contracts to BGPAA

GC-37. TERMINATION FOR DEFAULT

- A. Upon determination that sufficient cause exists to justify such action, BGPAA may, without prejudice to any other right or remedy available, provide Design-Builder with written notice of default and intention to terminate Design-Builder's right to proceed under this Agreement and take possession of the Project Site. Sufficient cause to terminate Design-Builder's right to proceed for default includes the following circumstances: if a petition in bankruptcy shall be filed by Design-Builder; or if Design-Builder shall make a general assignment for the benefit of creditors; or if a receiver shall be appointed due to the insolvency of Design-Builder; or if Design-Builder shall refuse or fail to supply sufficient properly skilled workers or Subcontractors; or if Design-Builder shall fail to diligently prosecute the Work; or if Design-Builder shall fail to provide proper equipment, materials or services as required by the Contract Documents; or if Design-Builder shall fail to make prompt payment to Subcontractors, or to pay promptly for materials or labor; or if Design-Builder shall disregard laws or the instructions of BGPAA; or if Design-Builder shall refuse or fail to abide by the Contract Documents, the schedule requirements listed in the Contract Documents, or otherwise violate any provisions of this Agreement.
- B. Unless the same is fully cured and corrected within 14 days after BGPAA gives notice thereof to Design-Builder and the same does not recur (or, in the case of a default that reasonably requires more than 14 days to cure, where Design-Builder fails to commence the cure within such 14 days or thereafter fails diligently to prosecute the same to completion), BGPAA may elect to:
1. Use all or part of Design-Builder's equipment and materials and may finish the Work by whatever method BGPAA deems expedient. In such event, Design-Builder shall not be entitled to receive any further payment hereunder until the Work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the Work, including compensation of BGPAA's authorized representatives, other BGPAA personnel, third party consultants, or other contractors for additional services, such excess shall be paid to Design-Builder. If the expense of finishing the Work shall exceed such unpaid balance, Design-Builder shall pay the difference to BGPAA within 15 days of receiving an invoice for same. BGPAA shall provide Design-Builder with an accounting of reasonable actual costs and expenses in completing the Work.
 2. Without waiving any other right or remedy, the Executive Director may serve written notice upon Design-Builder and its surety on its performance bond demanding satisfactory compliance with the Contract.
 - a) If the surety assumes this Agreement, all money which may become due Design-Builder shall be payable to the surety as the Work progresses, subject to the terms of this Agreement.
 - b) If the surety does not assume the Contract and commence performance of the Work within 21 days after receiving the Executive Director's notice and demand, or fails to continue to comply, the Executive Director may remove the surety from the premises. If the surety bond has provisions contrary to this right, then the 60 day time limit stated elsewhere in this Agreement shall apply.

- c) Upon any surety default, BGPAA may then take possession of all material and equipment and complete the Work by use of its own forces, by letting the unfinished work to another firm, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the Design-Builder and its surety and may be deducted from any money due or becoming due from Design-Builder. If the amount unpaid under this Agreement is insufficient for completion, Design-Builder or surety shall pay to BGPAA within five days after the completion and an itemized demand for payment from BGPAA, all costs and damages incurred by BGPAA in excess of the amount unpaid under this Agreement.
- C. In the event of a termination under the provisions of this Section, Design-Builder shall transfer and assign to BGPAA, in accordance with BGPAA's instruction, all work, all subcontracts, all construction records, reports, permits, data and information, other materials (including all BGPAA supplied materials), supplies, work in progress and other goods for which Design-Builder is entitled to receive reimbursement hereunder, and any and all plans, drawings, sketches, specifications, and information prepared by Design-Builder or others in connection with the Work, and shall take such action as may be necessary to secure to BGPAA, at BGPAA's sole discretion, the rights of Design-Builder under any or all orders and subcontracts made in connection with the Work.
- D. In the event that BGPAA so directs or authorizes, Design-Builder shall sell at a price approved by BGPAA, or retain with approval of BGPAA at a mutually agreeable price, any such materials, supplies, work in progress, or other goods as referred to in the preceding paragraph. BGPAA shall retain any and all records, plans, drawings, data, permits, specifications, sketches, reports or other information relating to the Work. The proceeds of any such sale or the agreed price shall be paid or credited to BGPAA in such manner as BGPAA may direct so as to reduce the amount payable by BGPAA under this Article.
- E. In the event that a termination for default is determined in subsequent proceedings to be improper, then any such termination shall be deemed as a termination for convenience and Design-Builder's right shall be so limited, and no other loss, cost, damage, expense or liability may be claimed, requested or recovered by Design-Builder, other than those identified in GC-36.
- F. In the event of a termination for default, Design-Builder and its sureties shall be responsible to BGPAA for any and all loss, cost, damage, expense or liability that may result from the termination for default or the breach of contract by Design-Builder.

GC-38. LABOR CODE REQUIREMENTS

- A. Prevailing Wage Acknowledgement. Design-Builder acknowledges that the Project is a "public works project" subject to Labor Code Section 1770 et seq. and the regulations implementing such statutes. To the extent applicable, the parties shall comply with the following Labor Code requirements.

- B. Prevailing Wage Determinations. Copies of the prevailing rate of per diem wages established by the DIR are on file at BUR and shall be made available on request.
- C. Prevailing Wage Noncompliance Penalty. Design-Builder shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to BGPAA, the sum of \$200 dollars for each day or portion thereof during which Design-Builder or any Subcontractor has paid to any worker employed on the Work an amount less than that required by the DIR.
- D. Payroll Records. Design-Builder shall comply with the provisions of Labor Code Section 1776, which generally require Design-Builder and each Subcontractor to: (i) keep accurate payroll records; (ii) certify and make such payroll records available for inspection; (iii) inform BGPAA of the location of the records; and (iv) forfeit, as a penalty to BGPAA, the sum of \$100 for each day or portion thereof for each worker until such payroll records have been provided in response to a request pursuant to Section 1776. Design-Builder is responsible for compliance with Section 1776 by itself and all of its Subcontractors. Design-Builder shall provide a copy of such payroll records to the Authority.
- E. Working Hours. Design-Builder shall forfeit, as a penalty to BGPAA, the sum of \$25 dollars for each worker employed in the execution of this Agreement by Design-Builder or Subcontractors for each day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, in violation of Labor Code Section 1810 et seq.
- F. Debarment or Suspension. Design-Builder shall not perform the Work with any Subcontractor that has been debarred or suspended pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Design-Builder and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Design-Builder or any Subcontractor becomes debarred or suspended during the duration of the Project, then Design-Builder shall immediately notify BGPAA.
- G. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing the Agreement, Design-Builder certifies as follows:

"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 of the Agreement."

SCHEDULE

GC-39. PROSECUTION OF WORK

- A. Design-Builder shall be permitted reasonable, uninterrupted access to the Project Site subject to the airport security, safety, regulatory and operational protocols in place and as revised from time to time. Design-Builder shall cooperate with BGPAA to reasonably accommodate BGPAA's other work on the Project Site. Design-Builder shall actively schedule plan and coordinate the sequence of the Work and shall not delegate such responsibility for coordination to Subcontractors but rather shall actively and proactively schedule and lead subcontractor coordination meetings priority discussions and efforts regarding BIM.
- B. Design-Builder shall diligently prosecute the Work to completion. If BGPAA determines that Design-Builder is failing to prosecute the Work in accordance with its approved schedule or the project milestones, Design-Builder shall, upon orders from BGPAA, immediately take steps to remedy the situation.
- C. All work performed and services provided hereunder by Design-Builder shall conform to the Standard of Care established in GC-9 for the construction industry in the State of California as applicable to a firm with prior successful experience in work similar in size and scope and complexity as the Work of the Contract Documents.
- D. In accordance with generally accepted construction practice, Design-Builder and Subcontractors shall be required, in carrying out the provisions of this Agreement, to assume sole and complete responsibility for Project Site conditions during the Project, including the safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours.
- E. Design-Builder shall have control over, have charge of, and be responsible for, construction means, methods, sequences, schedules, techniques and/or procedures necessary for performing, superintending, and/or coordinating all portions of the Project in accordance with the Contract Documents and with applicable laws.
- F. Design-Builder shall be responsible to the BGPAA for acts and omissions of Design-Builder's employees, Subcontractors, and other persons or entities performing portions of the Work for or on behalf of Design-Builder or any Subcontractors.
- G. Design-Builder shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition to receive subsequent Project work.

- H. The project schedules shall at all times reflect the current plan for timely execution, prosecution and completion of the Work and shall document actual progress and time impact of all Change Orders and changed conditions to date in accordance with the requirements of this section.
- I. All work shall be performed during the contract durations and Design-Builder shall perform work in a manner which minimizes interruptions or disruptions with the Work of others. BGPAA shall make all determinations resolving any conflicts between Design-Builder and Separate Contractors regarding scheduling and coordination.
- J. Design-Builder shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including extra shifts and overtime operations and shall furnish such other necessities so as to ensure the prosecution of the Work in accordance with the construction schedule.

GC-40. PROGRESS

Design-Builder shall give BGPAA full information in advance as to its plans for performing each part of its work. If at any time, Design-Builder's actual progress is inadequate to meet the requirements of this Agreement, BGPAA may so notify Design-Builder who shall thereupon take such steps as may be necessary to improve its progress. A Recovery Schedule is required along with the submission of a monthly Progress Schedule Update if the monthly Progress Schedule Update shows a delay of more than two weeks to the Milestones. If within a reasonable period as determined by BGPAA Design-Builder does not improve performance to meet the currently approved Construction Schedule, then BGPAA may require an increase in Design-Builder's labor force, the number of shifts, overtime operations, and additional days of work per week, all without additional cost to BGPAA. Neither such notice by BGPAA nor BGPAA's failure to issue such notice shall relieve Design-Builder of its obligation to achieve the quality of work and rate of progress required by this Agreement.

GC-41. DELAYS

- A. Security requirements regarding access, egress, and movement throughout an active airport are strict and the processing of staff and materials into and through an airport includes inherent delay. Time expended due to aircraft operations and for the processing of staff, materials and equipment into or through the airport by security actions in local areas is normal and is not Force Majeure or compensable delay. Such normal delays include delays in obtaining badges for Design-Builder personnel, delays in obtaining Air Operations Area access through BGPAA's guard post, delays in crossing active taxiways, delays due to periodic holding of truck traffic through NAVAID (navigation aids) critical areas on haul roads and delays in the use of equipment, such as cranes, due to weather, which affect air space restrictions.

- B. An excusable delay is a delay to the Critical Path that meets all of the following requirements:
1. It was not the responsibility of Design-Builder under the Contract Documents and was beyond the reasonable control of Design-Builder.
 2. It could not have been foreseen or avoided by Design-Builder.
 3. It could not have been reasonably mitigated by Design-Builder.
 4. It was not caused in whole by Design-Builder, its Subcontractors or agents.
 5. Design-Builder has provided written notice to BGPAA of the delay act or event within seven calendar days of its occurrence and thereafter satisfies all requirements in the Contract Documents for making a request for extension to the Project Schedules and Milestones.
- C. A delay which is excusable must also meet the requirements for a compensable delay in order to be compensable. A Force Majeure delay is an excusable non-compensable delay except as provided in the following sentence. If a Force Majeure event is a single event natural occurrence (e.g. earthquake) with delay impacts exceeding 30 days, then any delay beyond the 30th day after such Force Majeure event shall be an excusable compensable delay in the amount of Design-Builder's actual costs attributable to the delay beyond that point. BGPAA shall make the final determination of Force Majeure delays. A delay due to financial issues of Design-Builder or any of its subcontractors or suppliers, including bankruptcy or insolvency, is not an excusable delay. A non-excusable delay is also non-compensable.
- D. A compensable delay must be excusable and meet all of the following requirements:
1. The costs of delay requested could not be reasonably mitigated.
 2. It was a result of a change directed by BGPAA, a material breach of contract by BGPAA or resulting from the active negligence of BGPAA, its employees, or Separate Contractors or the cause of the delay was beyond Design-Builder's control.
 3. The Contract Documents do not preclude the claim for compensation.
 4. The delay is not concurrent with a delay caused in whole or part by Design-Builder.
 5. Design-Builder has satisfied all requirements in the Contract Documents for making a claim for compensation pursuant to a compensable delay in a timely manner.
- E. Claims for a compensable delay shall not be allowed for any costs incurred if Design-Builder fails to notify BGPAA in writing within seven days of the act or event causing the delay. Design-Builder 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, BGPAA will by Change Order extend the Work Completion Time for the increase in the time of performance and will adjust the total Contract Price. The Change Order will be Design-Builder's sole remedy arising out of the compensable delay.

- F. Design-Builder may demonstrate substantial compliance with the seven day requirement referenced in this Section and BGPAA may extend the required notice period to a maximum outside time limit of 21 days if Design-Builder can demonstrate a manifest lack of prejudice to BGPAA from the late notice that shall include, at a minimum, the following:
1. Design-Builder commenced efforts to mitigate the delay during the seven day period and BGPAA's project management personnel were aware of the delay event during the seven day period.
 2. Design-Builder advised BGPAA of its proposed mitigation measures within three business days of the event occurring.
 3. Design-Builder's schedule set forth a reasonable and contract-compliant plan (to include as-built status, durations and logic) of the impacted work to permit BGPAA to realistically assess the delay event and the mitigation measures underway.
- G. Normal delays are to be expected while operating on an active airport. Design-Builder shall not be entitled to time extensions for such activities. Such normal delays include, but are not limited to, delays in obtaining security badges, delays in obtaining AOA access, delays in crossing active taxiways, and delays due to periodic holding of truck traffic through NAVAID critical areas on the haul road. Whenever BGPAA orders a temporary suspension of work, defined as less than four cumulative hours or less in a day, due to unsuitable weather conditions or security issues, Design-Builder shall be entitled to a non-compensatory extension of time equal to the duration of the suspension, provided the suspension applies to work on the critical path. Delays ordered that exceed a temporary suspension of the work are excusable and compensable.
- H. If the Contractor Change Request is based in whole or in part on a delay of any kind or nature, the complete itemized proposal shall include the following information in addition to all other required information:
1. The date, nature and circumstances of each event regarded as a cause of the delay.
 2. If Design-Builder claims acceleration costs of scheduled performance or delivery, the basis upon which acceleration arose.
 3. The identification of any documents and the substance of any oral communications known to Design-Builder which substantiate, refute or concern such delay.
 4. A Critical Path Method schedule, including design, construction and commissioning corrected to reflect actual performance, showing delay impacts as separate tasks and Design-Builder's mitigation of such impacts.
 5. The specific elements of Contract performance for which Design-Builder may seek an equitable adjustment, including:
 - a) Identification of each Contract or schedule line item which has been or may be affected by such delay.
 - b) To the extent practicable, identification of the delay and disruption in the manner and sequence of performance, and the effect on continued performance, which have been or may be caused by such delay.

- c) Identification of labor, materials, or both, or other cost items including overhead and Subcontractor costs, which have been or may be added, deleted or wasted by such delay, and a statement that Design-Builder is maintaining records by some generally accepted accounting procedure which allows the separately identifiable direct costs due to the delay, and those not incurred as a result of the delay, to be readily identified and segregated.
 - d) Estimates of the necessary adjustments to Contract Amount, Contract Time and any other Contract provisions affected by the delay.
- I. Pursuant to Civil Code Section 1511, any failure to submit a timely and properly documented notice of delay or a request for extension of to the Project Schedules and Milestones shall constitute a waiver by Design-Builder of any claim for additional compensation, time or impact costs from BGPAA.
- J. If a Contractor Change Request is denied by BGPAA, in whole or in part, any claim for an increase in the GMP or Contract time arising out of the act or event described in the Contractor Change Request is waived unless Design-Builder timely complies with the Contract Requirements. If BGPAA approves the Change Request, BGPAA shall issue a GMP revision/Change Order.
- K. BGPAA and Design-Builder recognize the construction industry is currently in a highly volatile state with escalation and supply chain logistics challenges. Various markets providing essential materials to the Work are experiencing and are anticipated to continue to experience significant, industry-wide volatility during the performance of this Agreement due to the COVID-19 pandemic and current geopolitical conflicts that may impact price, availability, and delivery time frames. To the extent that these issues are outside of the control of Design-Builder they may be treated as excusable and compensable delays under the terms of this Agreement.

GC-42. EXTENSIONS OF TIME

- A. Extensions of time, when granted, will be based upon the effect of a Force Majeure event, BGPAA-caused delays to completion of the Work, or actual time impact of an excusable and/or compensable delay. Any request for extensions of time and for compensation due to delay must also meet all requirements for a change to the schedule and Change Order as set forth in the Contract Documents.
- B. Other than delays resulting from the conditions described in GC-41.K, no extension of time will be granted for a delay caused by the inability of Design-Builder or its Subcontractors to obtain materials or labor.

GC-43. FORCE MAJEURE

- A. The term “Force Majeure” as employed herein shall mean an excusable, non-compensable delay which is one of the below listed types, to the extent that the event(s) delays the progress of critical path activities, are beyond Design-Builder’s control, were not anticipatable by Design-Builder and could not be mitigated by Design-Builder, regardless of the cost of mitigation: acts of God (except as excluded herein), strikes (except those determined by BGPAA to be within the control of Design-Builder and otherwise covered by the Project Labor Agreement), lockouts, or other industrial disturbances, acts of public enemies, terrorist acts, wars, blockades, insurrections, riots, epidemics, earthquakes, hurricanes, tornadoes, orders by any court, board, department, commission or city of the United States or of any State, civil disturbances, explosions, rain or other adverse weather conditions. In the event of a single event natural occurrence (e.g. earthquake) Force Majeure event with delay impacts exceeding 30 days, the delay beyond the 30th day after such Force Majeure event shall be excusable and compensable pursuant to GC-41.C.
- B. Design-Builder’s observance of non-sanctioned picket lines or other similar labor actions shall be considered a non-excusable delay under this Agreement and, as such, is not a Force Majeure event.
- C. Should either party be rendered unable, either wholly or in part, by a Force Majeure event to fulfill its obligations under this Agreement, the obligation(s) affected by such Force Majeure event shall be suspended only during the continuance of the Force Majeure event. The party so affected shall give notice of the existence, extent and nature of such Force Majeure event in writing to the other party within 48 hours after the commencement of the Force Majeure event. The party so affected shall remedy such inability with all reasonable dispatch and shall use due diligence in this regard. Failure to give such notice shall result in the continuance of such party’s obligation regardless of the extent of any existing Force Majeure event. Pursuant to Civil Code Section 1511, any failure to submit a timely and properly documented notice and description of a Force Majeure event shall constitute a waiver by Design-Builder of any claim for additional compensation, time or impact costs from BGPAA.
- D. Nothing within this Section shall limit the BGPAA’s right to suspend or terminate this Agreement.

GC-44. LIQUIDATED DAMAGES

- A. Liquidated Damages are the specified dollar amount Design-Builder shall pay to the BGPAA due to Design-Builder's failure to complete the Work within the Work Completion Time or within Milestones. Unless provided otherwise in the Contract Documents. Liquidated Damages are intended to cover BGPAA's administrative, inspection, project management, and professional services costs in the period of extended construction and shall not be construed to cover or apply to costs of completion of the Work, costs or delays resulting from defective work, property damage or any costs or damages covered by insurance of any type.
- B. Time is of the essence for this Agreement. If Acceptance of the Work has not occurred on or before any of the Milestone Completion Dates, BGPAA will assess Liquidated Damages, as it is and will be impractical and extremely difficult to ascertain the actual damages which BGPAA will sustain in the event of and by reason of such delay. Liquidated Damages will be assessed for each missed Milestone and may be cumulative. BGPAA shall have the right to deduct such Liquidated Damages from any amount due or that may become due Design-Builder, or to collect such Liquidated Damages from Design-Builder or its surety. These Liquidated Damages shall not be construed as a penalty. Milestone dates will be determined during the GMP negotiations based on Design-Builder's final schedule submitted as part of the GMP proposal.
- C. Execution of the Contract shall constitute agreement by BGPAA and Design-Builder that the specified Liquidate Damages amount is the minimum value of the costs and actual damage caused by the failure of Design-Builder to complete the Work within the allotted time. Such sum is Liquidated Damages and may be deducted from payments due Design-Builder if such delay occurs.
- D. BGPAA expressly denies that any progress payments made after the scheduled completion date constitute a waiver of Liquidated Damages.
- E. These provisions shall not prevent BGPAA, in the case of Design-Builder's default under this Agreement, from terminating the right of Design-Builder to proceed as provided in the Contract Documents and seeking all damages and other remedies available to BGPAA under this Agreement or by law.

GC-45. SPECIAL OR INCIDENTAL DAMAGES

- A. Except damages attributable to fraud or willful misconduct, under no circumstances shall BGPAA be liable to Design-Builder for any indirect, incidental, consequential, exemplary, punitive or special damages arising from performing or failing to perform any obligation under this Agreement, whether such liability arises in contract (including breach, express or implied warranty, or indemnity), tort (including fault, negligence or strict liability), or otherwise, including any loss of profits, loss of bonding capacity, loss of other contracts, loss of revenue or of overhead, loss of opportunity or goodwill.
- B. Under no circumstances shall BGPAA be deemed to have agreed, expressly or impliedly, by Change Order or communication or otherwise, to have in any manner agreed to impair or prejudice insurance coverage or liabilities or losses caused by Design-Builder otherwise subject to insurance coverage under any policy of insurance held by Design-Builder or its Subcontractors. Any such impairment or prejudice shall be invalid unless in a writing signed by BGPAA and Design-Builder, and signed as approved as to form by BGPAA's Counsel. The sole exception to this preclusion are waivers of subrogation that may be specified from time to time in the Contract Documents.
- C. Except as otherwise provided in this Agreement, Design-Builder and BGPAA mutually waive any claims for consequential damages and for loss of profit. This mutual waiver is subject to and includes the following:
 - 1. Damages incurred by BGPAA for rental expenses; for losses of use, income, profit, financing, business and reputation; and for loss of management or employee productivity or of the services of such persons.
 - 2. Damages incurred by Design-Builder for home and/or principal office expenses of every sort whatsoever, including the compensation of personnel stationed there; for loss of financing; impairment of bonding capacity; loss of business and reputation; loss related to goodwill; and for loss of profit asserted under any theory.
 - 3. This paragraph shall not be construed as limiting any of Design-Builder's insurance obligations.

GC-46. SCHEDULING OF THE WORK

- A. The scheduling and execution of the Work in accordance with the Contract Documents are the responsibility of Design-Builder. Schedules shall represent a practical plan to complete the Work within the Work Completion Time and shall convey Design-Builder's intent in the manner of prosecution and progress of the Work. Schedules shall be created using scheduling software appropriate for the Work, subject to acceptance by BGPAA. Design-Builder shall cooperate with BGPAA in the development of the Contract Schedule and updated Contract Schedules. Design-Builder shall plan and schedule all of its Work based on the assumption that BGPAA will exercise its option for future phase(s) of Work. After BGPAA exercises its option(s) for future phase(s), Design-Builder shall modify its Contract Schedule.

- B. The submittal of schedules shall be understood to be Design-Builder's representation that the schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence and duration indicated in the schedule. Design-Builder shall plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work will permit its completion within the Contract Time, any Contract milestones and any Contract phases.
- C. Schedules shall be consistent with the time and work requirements of the Contract. Design-Builder shall develop its required Contract schedules for review and approval by BGPAA based on the scheduling project requirements and consistent with the Scope of Work and Phasing Project Requirements. Design-Builder shall execute the Work in the sequence indicated on the current approved schedule to permit BGPAA to schedule its resources, inspections, consultants, and any other work accordingly.
- D. If a Contract Schedule showing the Work completed in less than the Contract Time is accepted, Design-Builder shall not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the Final Completion of the Work beyond the expiration of the Contract Time.
- E. Design-Builder shall submit an initial Contract Schedule and updated Contract Schedules to BGPAA in the form and within the time limits required by the Contract Documents, or, if no such time period is specified, within a reasonable period of time. BGPAA will determine acceptability of the Contract Schedule and updated Contract Schedules within the time limits required by the Contract Documents, or if no such time period is specified, within a reasonable period of time. If BGPAA deems the Contract Schedule or updated Contract Schedule unacceptable, it shall specify in writing to Design-Builder the basis for its objection.
- F. The Contract Schedule and updated Contract Schedules shall represent a practical plan to complete the Work within the Contract Time. Schedules showing the Work completed in less than the Contract Time as reflected in the Preliminary Schedule may be acceptable if judged by BGPAA to be practical. Schedules showing the Work completed beyond the Contract Time may be submitted under the following circumstances:
 - 1. If accompanied by a Contractor Change Request (CCR) seeking an adjustment of the Contract Time consistent the requirements of the Contract Documents for Adjustment of the Contract Time for Delay; or
 - 2. If the Contract Time has passed, or if it is a practical impossibility to complete the Work within the Contract Time, then the updated Contract Schedule or Fragnet schedule shall show completion at the earliest practical date.

3. BGPAA will perform a timely review of the updated Contract Schedule or Fragnet Schedule submitted by Design-Builder. If BGPAA determines that additional supporting data are necessary to fully evaluate the updated Contract Schedule or Fragnet Schedule, BGPAA will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. BGPAA will render a decision promptly and in any case within 10 days after the later of the receipt of the updated Contract Schedule or Fragnet Schedule or the deadline for furnishing such additional supporting data. Failure of BGPAA to render a decision by the applicable deadline will be deemed a decision denying approval of the updated Contract Schedule or Fragnet Schedule. Acceptance of any schedule showing completion beyond the Contract Time by BGPAA shall not change the Contract Time and is without prejudice to any right of BGPAA. The Contract Time, not the Contract Schedule, shall control in the determination of liquidated damages payable by Design-Builder under the General Conditions and in the determination of any delay and extension of time as allowed by this Agreement.
- G. Design-Builder shall involve and coordinate with all Subcontractors and third parties in the development and updating of schedules. In preparing the Preliminary Contract Schedule, the Contract Schedule, and updated Contract Schedules, Design-Builder shall obtain such information and data from Subcontractors as may be required to develop a reasonable and appropriate schedule for performance of the work and shall provide such information and data to BGPAA upon request. BGPAA will furnish Design-Builder with schedule information necessary for any work or other activities to be performed by BGPAA for inclusion in the Contract Schedule. Such inclusion will be reviewed and accepted by BGPAA in writing. Any necessary adjustments will be provided to Design-Builder in writing for evaluation and incorporation.
- H. Design-Builder shall continuously obtain from Subcontractors information and data about the planning for, and progress of, the Work and the delivery of equipment, shall coordinate and integrate such information and data into updated Contract Schedules, as appropriate, and shall monitor the progress of the Work and the delivery of equipment. Design-Builder shall act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of all Subcontractors. BGPAA will provide similar information and data to Design-Builder for BGPAA's work, including its suppliers and Separate Contractors. BGPAA will act as the expeditor for its own forces.
- I. Review or acceptance of schedules by BGPAA shall not waive any contract requirements and shall not relieve Design-Builder of any obligation or responsibility for submitting complete and accurate information. BGPAA's acceptance of or its review comments about any schedule or scheduling data shall not relieve Design-Builder from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Acceptance of or review comments about any schedule shall not transfer responsibility for any schedule to BGPAA or BGPAA nor imply agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

- J. Errors and omissions on schedules, and failure of BGPAA to discover errors or omissions in schedules that it has reviewed, or to inform Design-Builder that Design-Builder, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve Design-Builder from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.
- K. If after a schedule has been accepted or approved by BGPAA, either Design-Builder or BGPAA discovers that any aspect of the schedule has an error or omission, Design-Builder shall correct it on the next progress schedule.
- L. Design-Builder shall adjust, add to, or clarify any portion of a schedule which BGPAA determines to be insufficient for monitoring the Work or to be impractical for any reason.
- M. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints and extended activity durations will be cause for rejection of schedule submittal.
- N. The Construction Scheduler is required to have first-hand knowledge of the Work from on-site periodic job walks and shall attend all meetings pertaining to scheduling and progress of Work, including weekly jobsite meeting as requested by BGPAA.
- O. Design-Builder shall prepare and keep current, to the reasonable satisfaction of BGPAA, a schedule of submittals per the Project Requirements for, and that is coordinated with the Contract Schedule. The Contract Schedule and the updated Contract Schedules shall meet the following requirements:
 - 1. Schedules must be suitable for monitoring progress of the Work.
 - 2. Schedules must provide necessary data about the timing of BGPAA decisions and BGPAA furnished items.
 - 3. Schedules must be in sufficient detail to demonstrate adequate planning of the Work.
 - 4. Schedules must represent a practical plan to perform and complete the Work within the Contract Time.
- P. BGPAA's review of the form and general content of the Contract Schedule, updated Contract Schedules and all schedule deliverables is for the purpose of determining if the all-listed requirements have been satisfied.
- Q. Subcontractor Documentation
 - 1. Submit with the baseline schedule all Subcontractor schedules utilized in the development of the baseline schedule.
 - 2. Submit with the baseline schedule, a statement on Subcontractor's letterhead, certifying that Subcontractor has reviewed and concurs with the baseline schedule and that Subcontractor's related schedule has been reasonably incorporated, including activity duration.

R. General Schedule Requirements

1. The scheduling method to be used shall be a Critical Path Method schedule in the form of an activity on node PDN with capabilities of identifying the critical path. The principles and definitions of the terms used herein shall be as set forth in the AGC publication "Construction Planning and Scheduling," latest edition. To the extent there are any conflicts between the AGC publication and the Contract Documents, the Contract Documents shall govern.
2. The Schedule shall include design coordination, review time design options during Basis of Design Development, document review and approval by project stakeholders and regulatory agencies as applicable, review, engineering, procurement, Design-Builder's submittals and their forecast approval dates, fabrication, shipment and deliveries of material and equipment (by Design-Builder and by others) phasing and work on temporary facilities, all on-site activities including quality control, testing, inspection, commissioning, training and the turnover of final reports. Operations and Maintenance Manuals and as-built drawings shall be included.
3. Design-Builder shall use the latest version of Primavera Project Management (P6 or later) for Windows, and a hardware system commensurate with the size of the Project. This shall be referred to as the Scheduling System. The system shall be capable of handling, processing, printing, and plotting data to satisfy all requirements of these Contract Documents. Design-Builder shall maintain the Scheduling System, the schedule, and the scheduling staff on site or at a location approved by BGPAA. All schedules submitted by Design-Builder or its subcontractors or suppliers of any tier shall be in ".xer" format.
4. Design-Builder shall develop, update and maintain Schedule (4D information) and Cost (5D information) tracking information and all metadata required by BGPAA as per the requirements of the Building Information Model in the Project Requirements. 4D information or 4D modeling is the integration of the BIM with a project's construction schedule in order to visualize the sequence of construction, review, track, and validate progress, and as a basis for implementing, tracking, and verifying resource loading and cost information (5D). Design-Builder shall integrate the BIM with the BIM execution plan and the construction schedule and continuously update both schedule and 4D / 5D information to reflect project progress throughout construction and through completion and closeout.
5. It is expressly understood and agreed that the time of the beginning, the rate of progress, the interim Contract Milestones, and the time of the completion of the Work are of the essence to this Agreement. The Work shall be executed with such progress as required to prevent any delay to Separate Contractors working on other contracts at BUR and the general completion of this Agreement.
 - a) Design-Builder has a contractual duty to take reasonable remedial action, in the most economical manner, to mitigate any and all delays to any milestone or the completion date.
 - b) In all cases, when it is possible for Design-Builder to eliminate the time impact of a delay without added cost to itself, Design-Builder shall do so and shall not be entitled for a time extension under such circumstances.

- c) The Schedule shall be prepared to include the completion date for the total Contract and the critical path shall be identified, including critical paths for interim milestone dates for design, construction and commissioning. Scheduled start or completion dates for activities imposed on the schedule by Design-Builder shall be consistent with the Contract Milestone dates for design, construction and commissioning. Milestone events shall be the schedule dates specified in the Contract and shall be prominently identified and connected to the appropriate element of the Work, denoting its start or completion.
6. Schedule Submittals: BGPAA will review and return Design-Builder's schedule submittal and deliverables with a written response according to the following timeframes from the date of receipt from Design-Builder. Refer to the Project Requirements, "Scope of Work" and the Project Requirements, "Work Sequence Phasing" for project milestones and related schedule submission due dates and relationship to other deliverables and milestones.
- a) Preliminary Phase 1 Schedule to be submitted by Design-Builder within 21 days of Phase 1 NTP: This schedule submittal will be reviewed by BGPAA and returned to Design-Builder 21 days after Design-Builder's submission. The preliminary Phase 1 schedule shall cover Design-Builder's work in detail up to 180 days after the "Verify Design to Budget" milestone and provide a level 1 master schedule for the entire project.
 - b) Baseline Project Schedule for the remaining of Phase 1 and CPM Level 2 Schedule for Entire Project to be submitted by Design-Builder within 30 days of the Design to Budget milestone. This schedule submittal will be reviewed by BGPAA and returned to Design-Builder within 21 days after Design-Builder's submission.
 - c) Preliminary Schedule for Complete Project submitted within 15 days of the 30% Documents submittal. This schedule submittal will be reviewed by BGPAA and returned to Design-Builder within 30 days after Design-Builder's submission.
 - d) Baseline Project Schedule for Complete Project shall be submitted within 15 days of phase 2 NTP. This schedule submittal will be reviewed by BGPAA and returned to Design-Builder within 30 days after Design-Builder's submission.
 - e) Monthly Schedule Update: This schedule submittal will be reviewed by BGPAA and returned to Design-Builder within 14 days after Design-Builder's submission.
 - f) Weekly Four-week Look-ahead schedule: Submitted by Design-Builder weekly or information and comments during Weekly Project "Progress and Coordination" and "Logistics" meetings.
7. If Design-Builder does not agree with BGPAA's comments, Design-Builder shall provide an itemized written notice of disagreement within five days from the receipt of BGPAA's comments. Resolution of any of BGPAA's comments with which Design-Builder disagrees will occur in a meeting held for that purpose.
8. Scheduling Conference: Upon issuance of BGPAA's comments to the Preliminary Schedule in each phase, conduct a conference to review methods and procedures related to the Preliminary Contract Schedule and Design-Builder's Contract Schedule, including, but not limited to, the following:
- a) Review software and content and format for reports.
 - b) Discuss constraints, such as phasing, work stages, area separations, interim milestones and partial occupancy.

- c) Review delivery dates for BGPAA-furnished products.
 - d) Review schedule for work of BGPAA's separate contracts where applicable.
 - e) Review time required for review of submittals and resubmittals.
 - f) Review requirements for tests and inspections by independent testing and inspecting agencies.
 - g) Review time required for completion, commissioning and startup procedures.
 - h) Review and finalize list of Contract activities to be included in schedule.
 - i) Review procedures for updating schedule.
 - j) Design-Builder will be responsible for producing meeting minutes from scheduling conference and complying with meeting requirements in the Project Requirements, "Project Management, Coordination and Meetings."
9. Coordination: Design-Builder to coordinate preparation and processing of schedules and reports with performance of Contract activities including design, BIM, permitting, coordination, engineering, construction, phasing, inspection testing, commissioning, training and startup activities with scheduling and reporting of separate contractors.
- a) Coordinate Project Schedule with the Cost Breakdown, list of subcontracts, Submittals Schedule, progress reports, Applications for Payment, and other required schedules and reports.
 - b) Secure time commitments for performing critical elements of the Work from parties involved.
 - c) Coordinate each activity in the network with other activities and schedule them in proper sequence.
 - d) Coordinate and integrate the project schedule with 4D and 5D BIM information as required elsewhere in these Project Requirements, the Project Requirements for BIM, and all Contract Documents.
10. Quality Assurance: Design-Builder's Scheduling team shall have the proven experience in CPM scheduling and reporting, 4D / 5D BIM integration, and the capability of producing CPM reports and diagrams within 48 hours of BGPAA's request.
- S. Design-Builder's Lead Construction Scheduler And Scheduling Team
- 1. The number of schedulers required for timely completion of schedule deliverables will be determined by Design-Builder. Any additional schedulers needed shall be hired to ensure all scheduled deliverables are submitted on time.
 - 2. Design-Builder shall employ or retain the services of a Lead Construction Scheduler – an individual who is part of Design-Builder's management staff fully and only dedicated to developing and maintaining the Project construction schedule. The Lead Construction Scheduler shall have at least 10 years of verifiable experience as the person primarily responsible for preparing and maintaining detailed project schedules for projects of similar size and nature as the Project. Design-Builder shall submit the Construction Scheduler's background information to BGPAA within 10 days after the Notice of Award date and at least seven days prior to the Pre- Construction Scheduling Conference.
 - 3. The background information to be submitted shall include:
 - a) Identification, qualifications, and experience of Design-Builder's Lead Construction Scheduler.

- b) References of not less than five previous projects on which Design-Builder's Construction Scheduler has utilized CPM scheduling.
 - c) Descriptions of completed and current projects which are similar in scope, size, and complexity.
 - d) Experience in 4D and 5D BIM integration with CPM schedule on at least two projects of similar scope, size, and complexity.
 - e) Other information relating to quality assurance and the performance of work within the requirements of this PR as requested by BGPAA.
- 4. BGPAA reserves the right to disapprove any candidate or Scheduling System proposed for the Project.
 - 5. The Lead Construction Scheduler is required to attend all meetings pertaining to scheduling and progress of the Work, including weekly job meetings. If the Lead Construction Scheduler leaves the employment of Design-Builder, Design-Builder shall be required to fulfill the requirements of this subsection within 15 days of the departure of Design-Builder's Lead Construction Scheduler.

T. Baseline Schedule Requirements

- 1. For each phase, Design-Builder shall prepare and submit to BGPAA a preliminary schedule as indicated in the Project Requirements, "Work Sequence Phasing", with the intent to develop the schedule into a baseline project schedule and submit to BGPAA. Design-Builder will use the Preliminary Schedule as the basis for preparing the Baseline Schedule and the requirements regarding baseline schedule and baseline schedule submittal shall apply to the preliminary schedule. Activities shown at the summary level in the Preliminary Contract Schedule shall be detailed in the Baseline Schedule. Include weekly workforce projections and monthly cash flow analysis for the duration of the Work based on indicated activities. Refer to the General Conditions for schedule requirements on payment applications.
- 2. Design-Builder's Baseline Project Schedule shall show all Work and the sequence of all Activities needed for the orderly performance and completion of all Work, including but not limited to design, review, permitting, construction, inspection and commissioning. The schedule shall reflect Design-Builder's true plans for performing the Work. Design-Builder shall be responsible for the means, methods, and duration. Design-Builder's Baseline Project Schedule shall strictly follow all stage and/or phasing requirements as identified in the contract. Any schedule showing a project completion duration other than that allowed in the Contract will not be accepted.
- 3. Design-Builder shall provide a written narrative accompanying the electronic version of Design-Builder's Preliminary Schedule submission. This narrative shall explain Design-Builder's approach for meeting all milestones and project completion dates for Phase 1. Design-Builder shall include management staffing, non-manual and manual labor for engineering and design. It shall also include a clear description of the critical path activities from beginning to end and describe anticipated staffing requirements, production rates, equipment and software requirements and anticipated problems of major activities along the critical path.

4. In the written narrative, Design-Builder shall include the basis and assumptions (including activity duration basis), Critical Path analysis, historic project comparisons, productivity and installation rates, used to develop the Project Construction Schedule for all packages developed in Phase 1 for Construction. Design-Builder shall include management staffing, non-manual and manual labor construction, construction crew sizes, equipment requirements, and anticipated delivery dates; restraints; Critical Path Activities; Activities requiring overtime or additional shifts; Activities that contain time contingencies for impacts to be expected from normal rainfall; holidays and other non-work calendar days; potential problem areas; permits; coordination required with BGPAA and third party agencies; and long lead delivery items requiring more than 30 days from order to delivery.
5. A list of Activities, showing the early and late start and finishes, duration, Total Float responsibility code, and predecessor and successor relationship, sorted by early start. Show dependencies and logic between Activities so that the effect of progress (or lack of progress) on related Activities and the overall schedule can be monitored. The list of Activities shall include the following:
 - a) Preparation and review of Design submittals and other critical design completion dates.
 - b) Preparation of BIM Coordinated drawings.
 - c) Submittal/acceptance by the required Regulatory Agencies on the projects or components thereof.
 - d) Preparation and processing of Construction submittals.
 - e) Conference(s) with Regulatory Agencies where applicable and Regulatory Agencies review times.
 - f) Significant construction milestones (e.g., groundbreaking, steel top-out, project completion dates, etc.).
 - g) Mobilization and demobilization.
 - h) Date of request of designated working spaces, storage areas, access, and other facilities to be furnished by BGPAA.
 - i) Date for decision from BGPAA on designated items or orders.
 - i. The latest date that installation details must be provided to Design-Builder to avoid schedule delays.
 - ii. The latest delivery dates that will allow the project to be completed according to schedule.
 - j) Underground utility site work completion.
 - k) Completion of Building Demolition where applicable
 - l) Apron, Taxilane and Taxiway Completion.
 - m) Foundation completion.
 - n) Structural Frame completion including Fabrication and Steel Erection
 - o) Shell completion.
 - p) Equipment and Systems requirements including, but not limited to, architecturally significant equipment and systems, visual display and communications equipment, miscellaneous service equipment, and conveyance systems (elevators, escalators).
 - q) Shop drawings and mill orders.
 - r) Utility interruptions, relocation, and connections.
 - s) Connecting to or penetrating existing structures.

- t) Punch list preparation/preparation.
 - u) Work by BGPAA that may affect or be affected by Design-Builder's activities.
 - v) Testing and commissioning.
 - w) Necessary Certifications.
 - x) All regulatory agency approvals.
 - y) Start-up and move-in.
6. Non-manual labor staffing plan by department/position showing start and finish date (month and year) and number of each position per month. Include histograms showing staffing (incremental by month and cumulative) over the life of the contract in terms of both headcount and job hours.
 7. Manual labor staffing plan by craft (including Subcontractors) showing start and finish date (month and year) and number of craft per month. Include histograms showing staffing (incremental by month and cumulative) over the life of the contract in terms of both headcount and job hours.
 8. Activity durations shall be the total number of actual calendar days required to perform that activity. The Activities included in Design-Builder's Baseline Project Schedule shall be analyzed in detail to determine activity time durations in units of calendar days. Durations shall be based on anticipated production rates for labor (crafts), equipment and materials required to perform each activity on a normal workday basis.
 9. The first Activity in the Baseline Schedule shall represent the Notice to Proceed as a Milestone and the data date of the Baseline Schedule shall be the Contract "Notice to Proceed" date. No progress shall be shown in the baseline schedule.
 10. Include at least one predecessor and one successor for each Activity excluding the project start and finish Milestones.
 11. Define one calendar to include the following nine holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. No activity impacting airport operations shall be performed on these days without written approval by BGPAA.
 12. The Baseline Schedule shall not contain any negative Total Float.
 13. The Critical Path and number of critical activities shall be no more than 30% of the total activities in Design-Builder's Baseline Project Schedule unless approved by BGPAA.
 14. The Project's Critical Path, for the purpose of acceptance of all schedule submittals shall be determined by the longest path analysis.
 15. All durations shall be the result of definitive labor and resource planning by Design-Builder to perform the Work according to the Contract Documents. The labor to be assigned by craft, definition, equipment, and bid item designation shall be shown for each construction activity for the network on a tabular listing. All crafts necessary to execute an Activity must be shown. No more than one Subcontractor may be assigned to a specific Activity. If more crafts are required, then the Activity in question must be broken down into additional activities.
 16. Retained Logic shall be the method of calculation and the "Retained Logic" setting shall be used.

17. Activities shall be clearly and uniquely named with a description of work readily identifiable to inspection staff. Each Activity shall have a narrative description consisting at a minimum of one verb or work function (i.e. Form, pour, excavate, review, approved, cure, etc.), an object (i.e. slab, footing, wall, shop drawing, submittal, girder, etc.) and a location.
18. BGPAA reserves the right to require that Design-Builder modify, adjust, add to, or clarify any portion of the Project Baseline or Progress Schedule which may later be discovered to be insufficient or inaccurate for planning, monitoring or prosecuting the Work (Schedule Adjustments). The first of each type of schedule or schedule report submitted by Design-Builder will be reviewed for format, as well as content. Once the format has been approved all subsequent project schedules shall be submitted in the approved format. BGPAA may request format changes as the contract progresses. No additional compensation shall be provided for such modifications, adjustments, additions, or clarifications.
19. Lags shall be used at a minimum and shall not exceed 10 days in duration. A lag report will identify all lags used in the Baseline Schedule and a specific reason for its use will be provided for each. If it is determined that an activity or activities may take the place of the lag, BGPAA reserves the right to request the activity be used in its place. Failure to do so may constitute grounds for rejection of the baseline schedule. Negative lags will not be allowed as a means to schedule any activities.
20. Early Completion: Design-Builder may submit a Baseline or Progress Schedule showing an early scheduled completion date provided that the requirements of the Contract Documents are met.
 - a) The difference between the early completion date and the Work Completion Time is considered float. Float time shall not be for the exclusive benefit of either BGPAA or Design-Builder. Float shall be a resource available to both parties.
 - b) BGPAA is not required to accept or approve a schedule with an early completion date.
 - c) Design-Builder shall not be entitled to extra compensation in the event an agreement is reached on an early completion date and Design-Builder completes the Work, regardless of the reason, beyond the early completion date but within the Work Completion time.
21. A calendar report shall be included with the Baseline Schedule Submittal. All calendars whether workday, seven day, six day, etc. shall have a basis of and eight hour shift unless otherwise needed. Any calendar using more than eight hour shift shall be called out in the calendar report and a narrative explanation provided. The global calendar shall be seven day / 24 hour without any holidays or non-work days.
22. The Baseline Schedule shall take into consideration potential construction delays due to weather. Design-Builder shall confirm in the accompanying narrative that the non-work weather days have been included in the baseline schedule submittal. The application of these non-work or adverse weather days will be as follows below:
 - a) Thirty-six days shall be allocated to the baseline schedule for every year of the construction contract. These days are to be classified as non-work or adverse weather days. No additional delays for adverse weather will be allowed unless they exceed the 36 days per year indicated above. Any additional non-work or adverse weather days that may occur shall be submitted to BGPAA in writing for approval.

- b) Any unused non-work or adverse weather days at the end of a year or the end of the Project will be shown as available float to the interim or substantial completion milestones. If the Project is delayed and there remains unused non-work or adverse weather days, these remaining non-work or adverse weather days may be used as needed.
 - c) All approved non-work or adverse weather days are to be granted as excusable and non-compensable
 - d) In order to account for the number of non-work or adverse weather days the following steps must be administered in the baseline schedule submittal. One activity will be added to the baseline schedule and logically placed as a successor to the last activity in the schedule (usually the "project close-out activity"). This Activity will have one Milestone as its successor called "Final Completion." The Activity will be titled "Contract Adverse Weather Days". This activity will be 36 days in duration for each calendar year of the contract and will not extend the baseline schedule beyond the contract completion date. Design-Builder will request each day of non-work or adverse weather day in writing to BGPAA. The schedule non-work adverse weather activity will be updated so that the number of days requested and approved by BGPAA is removed from the remaining duration of the non-work or adverse weather days' activity.
 - e) To obtain approval for a non-work or adverse weather day the following must be observed and a request shall be submitted in writing to BGPAA supporting this observance for the request.
 - f) Should Design-Builder prepare to begin work at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and Design-Builder does not proceed with at least 75% of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60% of the total daily time being currently spent on the controlling operation or operations, Design-Builder will not be charged for a working day whether or not conditions shall change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.
23. The detailed breakdown of project schedule activities shall include:
- a) Type of Work to be performed, the sequences, and the labor trades involved and approved work breakdown structure.
 - b) All purchase, submittal, submittal review and necessary re-review, manufacturing, test, installation activities for all major materials and equipment, and a separate list of all major material items or items of equipment for which Design-Builder intends to seek payment prior to installation.
 - c) Preparation, submittal, and approval of shop and working drawings, and material samples showing the minimum timeframes for BGPAA's review of all submittals, or longer as identified in the Contract Documents.
 - d) Resource loading for cost, labor, material, and equipment. Include craft man- hours that add up to the total number of man-hours in Design-Builder's estimate, quantities of materials that reconcile with the "Contract Pricing."
 - e) All start up, testing, training, and assistance required under the Contract Documents. (e.g. punch list and final cleanup).

- f) Identification of any labor, material, or equipment restrictions, as well as any activity requiring unusual shift Work.
- g) No activity shall have a duration over 14 days except non-construction activities such as submittals, submittal reviews, procurement and delivery of materials or equipment, and concrete curing without approval from BGPAA.
- h) All construction activities shall be shown in their resource-loaded state to reflect labor, materials and equipment. All durations shall be the result of definitive labor and resource planning by Design-Builder to perform the Work according to the Contract Documents.
- i) Cost-Loading: Cost loading shall be made to all activities associated with all Contract Items identified in the "Contract Pricing" and sum of the total cost-loaded in the schedule shall equal the Total Contract Amount. The total cost-loading for all activities for a given Lump Sum Contract Item shall equal the bid amount listed in the "Contract Pricing."
- j) All construction activities shall be loaded with all resources required for the prosecution of the activity. These resources shall include labor, materials and equipment.
- k) Manpower availability shall not be allowed to drive the critical path at the sole discretion of Design-Builder. Manpower limitations must be verifiable in writing by the Union's business agent before such resource-driven logic is incorporated into Design-Builder's Baseline Project Schedule.
- l) All major equipment valued over \$100,000 in capital cost to be used on shall be identified in Design-Builder's Baseline Project Schedule either as a resource or as a Level of Effort Activity.
- m) Float or slack time is not for the exclusive use or benefit of BGPAA or Design-Builder but is an expiring resource available to all parties as needed to meet the Contract Completion Date.
- n) Pursuant to the float-sharing requirements of the Contract, use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity times or imposed dates (mandatory Constraints) break the Critical Path Method rules and shall be cause for rejection of Design-Builder's Baseline Project Schedule and any revisions or updates. The use of "Start On or after" or "Start On or before" and "Finish On or after" or "Finish On or before" will be allowed. The use of float time disclosed or implied by the use of alternative float suppression techniques shall be shared as directed by BGPAA.
- o) Design-Builder shall use base calendars which are appropriate with the work being performed. These shall be tied into the requirements and restrictions of airport operations. Multiple calendars are acceptable for the Schedule.
- p) The timeframe for third party (e.g. Building and Safety, DWP, FAA and TSA) submittal review shall be identified in Design-Builder's Baseline Project Schedule. Third party reviews may require additional time beyond the standard review period allowed for BGPAA Review. If necessary, additional time will be given to Building and Safety, DWP, FAA and TSA. Design-Builder shall allow 60 days for review by these parties and any Party which is not under the control of BGPAA.

U. Schedule Activity Codes

1. Design-Builder is required to use a code structure to define codes that uniquely categorize and identify each Activity in a project schedule and group Activities in similar categories. Within the activity code dictionary Design-Builder shall classify Activities into specific groups such as airport facility, terminal, bid item, type of activity, specification division, responsibility and phase. At a minimum, BGPAA requests the following (or similar) activity codes be used for this project:

- a) The first code field shall designate the Airport Facility.

Value	Description	Order
1	Hollywood Burbank Airport	

- b) The second code field shall designate the Element in the Airport Facility.

Value	Description	Order
1	Airside	1
2	Terminals	2
3	Parking Structure	3
4	Landside / Utilities & Infrastructure	4

- c) The third code field shall identify specific location 1 within the Airport Footprint. Design-Builder shall provide final locations after examination of contract documents. The values and descriptions are subject to final acceptance of BGPAA).
- d) The fourth code field shall identify the construction stage (as per the stage of Work identified in the Contract Documents).
- e) The fifth code field shall identify the construction phase (as per the phasing of Work identified in the Contract documents).

- f) The sixth code field shall identify the type of activity (the following are shown for reference only. Design-Builder shall provide final types after examination of contract documents. The values & descriptions are subject to final acceptance of BGPAA).

Value	Description	Order
1	Milestones	1
2	Design	2
3	Big & Award	3
4	Submittals	4
5	Procurement / Fabrication	5
6	Construction / Installation	6
7	Baggage Handling System Installation	7
8	GFE Equipment Delivery & Installation	8
9	Testing / Inspection & Systems Integration	9
10	Punch list / Turnover	10

- g) The seventh code field shall identify specific location 2 within the Airport Facility. Design-Builder shall provide final locations after examination of contract documents. The values and descriptions are subject to final acceptance of BGPAA).

Value	Description	Order
LVL1	Level 1	1
LVL2	Level 2	2
RM100	Room 100	3
RM101	Room 101	4
APR	Aircraft Parking Apron	5
TXWD	Taxiway "D"	6
RW8-26	Runway 8-26	7

- h) The eighth code field shall identify specific areas within the Airport Terminal (the following are shown for reference only). Design-Builder shall provide final areas where work will be performed after examination of contract documents. The values & descriptions are subject to final acceptance of BGPAA).

Value	Description
1	Baggage Inspection Room (BIR)
2	Minimum Point of Entry (MPOE)
3	CTX
4	IT Room
5	OSR Room
6	BHS Control Room
7	Jet Bridges
8	Fire Exits
9	Concourse
10	Departures Lobby
11	Apron
12	Roadways

- i) The ninth code field shall identify the CSI Division associated with the activity. In the case of some project activities associated with more than one Specification Division, it is up to Design-Builder to determine the appropriate code to utilize.
- j) The tenth code field shall identify the system to which the activity belongs to (the following are shown for reference only). Design-Builder shall provide final list of systems utilized after examination of contract documents. The values & descriptions are subject to final acceptance of BGPAA).

Value	Description
1	Baggage Handling System (BHS)
2	Elevators & Escalators
3	Horizontal Transportation Systems
4	IT Infrastructure
5	Electrical
6	Mechanical
7	Jet Bridge
8	Fueling
9	Passenger Boarding Bridges

- k) The eleventh code field shall identify who is responsible to perform the activity (e.g., Airlines, Designer, BGPAA, TSA, Design-Builder, etc.).

Value	Description	Order
00	Designer	1
01	BGPAA	2
02	TSA	3
03	Airlines	4
04	Design-Builder (name)	5
05	Subcontractor (name)	6
06	Others (provide description)	7

- l) The twelfth code field shall identify Design-Builder's (self-perform) and Subcontractors by trade, Supplier, etc. The following is an example only for this code field; it is Design-Builder's responsibility to complete this code field.

Value	Description
CT01	Design-Builder, Sitework
SC01	Subcontractor01, Carpentry
SA01	Supplier 01, Fire Doors

- m) The thirteenth code field shall identify Design-Builder's Staff responsible for completion of the activity. It is Design-Builder's responsibility to complete this code field.
- n) The fourteenth code field shall identify all Change Orders and Notices of Non-Compliance as they occur throughout construction.
- o) The fifteenth code field shall identify all Changes (schedule additions and deletions) as they occur throughout construction.

Value	Description
ADD	Activity Additions
DEL	Activity Deletions

- p) Design-Builder shall reserve code fields' 16, 17 and 18 (approximately 8 to 16 characters) for BGPAA's use.
- q) Design-Builder may use more codes as they deem necessary subject to the final acceptance by BGPAA.

V. Baseline Schedule Submittals

1. Design-Builder shall submit its Baseline Project Schedule to BGPAA, in the form of electronic schedule files and five color printed copies. Design-Builder shall provide to BGPAA two compact discs (CD-ROM) or thumb drives of all schedule files and reports. The submittal shall contain each of the following for approval:
 - a) A histogram depicting total project craft manpower by discipline or trade and Design-Builder's craft manpower for its own forces and for each of its Subcontractors for each month. The histogram shall be based upon and shall be in substantive agreement with the number of shifts and crew sizes by craft in the Detailed Project Schedule.
 - b) A tabular report listing each major piece of construction equipment and each major piece of construction equipment for each of its Subcontractors for each month. Each major piece of Design-Builder's and the Subcontractors' equipment shall be separately described, identified and numbered in the report.
 - c) A time-scaled Master Summary Schedule sorted by levels and phases in accordance with the phasing plan on a plot sheet that shows the total Project. This schedule will accurately summarize Design-Builder's Baseline Project Schedule. All Milestones shall be shown. The Master Summary Schedule shall be updated monthly.
 - d) Cash Flow Projections and Summary: Submit an s-curve graph with time in months along the x-axis and contract amount on the y-axis, generated from the updated schedule.
 - e) Schedule Narrative as described herein.
 - f) Design-Builder shall provide the layouts used in organizing, viewing and reporting the Baseline. The layouts shall be provided electronically as an exported (.plf) file to be included with the electronic Baseline Schedule file submittal (.xer).

W. Baseline Schedule Submittal Review

1. BGPAA's Acceptance of Design-Builder's Baseline Project Schedule
 - a) Meetings will be held between BGPAA, Design-Builder, Project Scheduler and all major Subcontractors to resolve any conflicts between Design-Builder's Baseline Project Schedule and the intent of the Contract.
 - b) BGPAA will review and make comments on Design-Builder's Baseline Project Schedule. Comments made by BGPAA on Design-Builder's Baseline Project Schedule, during review, will not relieve Design-Builder from compliance with requirements of the Contract Documents. To the extent that there are any conflicts between the accepted schedule and the requirements of the Contract Documents, the Contract Documents shall govern.
 - c) Design-Builder, Design-Builder's Project Scheduler, and all major Subcontractors shall be required to participate in all meetings necessary to reach mutual agreement and approval of Design-Builder's Baseline Project Schedule.
 - d) BGPAA shall accept or reject in writing Design-Builder's submission within the same timeframe of other required submittals as laid out in the Contract Documents, including revisions requested by BGPAA. Design-Builder's Baseline Project Schedule, once accepted, shall be used for monitoring and evaluating all facets of Contract performance, including but not limited to progress, changes, and delays.

- e) Upon successfully developing Design-Builder's Baseline Project Schedule, the schedule will be accepted by BGPAA. "Acceptance" means that BGPAA is only acknowledging that the schedule conforms to the overall requirements of the scheduling specification. However, acceptance by BGPAA does not relieve Design-Builder from correcting errors and omissions, float sequestering logic/duration or any other misrepresentation that may be included in the accepted schedule.

X. Four Week Look Ahead Schedule

1. The Contactor will develop a Four Week Look-Ahead schedule to be submitted by Design-Builder on a weekly basis at the weekly progress meeting.
 - a) The Four Week Look-Ahead Schedule shall reflect the progress achieved in the previous week and forecast four weeks of planned progress.
 - b) The Four Week Look-Ahead schedule activities shall be generated from the latest accepted Current Schedule Update using Primavera P6 and copied into a Microsoft Excel Spreadsheet for the BGPAA's use. The Project Superintendent may add additional activities not included in the latest accepted Current CPM Schedule Update, using the given CPM Activity ID with additional descriptors and detail to improve planning and coordination of engineering and construction. All activities, in the look-ahead shall relate back to the Current project CPM by Activity ID(s) even in the case where it may be for information only.
 - c) The inclusion of Manpower projected for each day of the planned work and Total Float is recommended in the Four Week Look-Ahead schedule. This spreadsheet report will include all activities planned for the work period and display Current criticality. Each activity shall reflect the Activity ID, Activity Description, from the Current accepted Project schedule and Planned Finish Date for every activity. Any change the Current accepted schedule dates will be reported during the weekly coordination meeting.
 - d) The Four Week Look-Ahead shall include a safety risk assessment which identifies any potential hazards and include the actions necessary to ensure a hazard-free work environment.
 - e) Creation of a Four Week Look-Ahead schedule is mandatory for discussion during the weekly progress and project logistics meetings. Design-Builder shall be prepared to discuss any changes to the completion dates as related to the Current (CPM) schedule. Discussion of activity delays and mitigation of any delays to project completion milestones will be mandatory. Four Week Look-Ahead schedules generated during a given month shall be used for updating the Monthly (CPM) Schedule Update every month.

Y. Monthly Schedule Updates (Critical Path Method)

1. Monthly Schedule Update Review.
 - a) No later than the 25th of each month, Design-Builder and BGPAA shall meet to agree on the progress of the Work performed and Design-Builder shall update the Schedule accordingly. Design-Builder shall incorporate and submit the approved progress percent complete into the Schedule. Upon review and verification of the progress percent completed, Design-Builder shall submit its monthly invoice with the updated schedule.

- b) The processing time frame for the Monthly Schedule Update shall be similar to other Submittals as laid out elsewhere in the Contract Documents.
2. Monthly Schedule Update Submittals.
- a) Design-Builder shall submit the Monthly Schedule Update on or before the first day of each month. Following Design-Builder's submittal of the Monthly Schedule Update, Design-Builder and BGPAA will meet to discuss the Monthly Schedule Update and Reports. Design-Builder's Monthly Schedule Update will consist of an editable electronic P6 file (.xer) Schedule file on a DVD, a written narrative and various schedule reports as listed below.
 - b) Late submittal of the Monthly Schedule Update shall be cause for withholding the Progress pay application until such time that Design-Builder submits a Contract compliant Monthly Schedule Update.
 - c) BGPAA may call for more frequent contract schedule meetings at no additional cost to BGPAA. If Design-Builder decides to work more than one shift, BGPAA may require semi-monthly schedule updates to verify Design-Builder's progress at no additional cost to BGPAA. Certain meetings may be required at the change of shifts in the instances that Work is being performed during the Commissioning process.
 - d) Out-of-sequence progress shall be addressed as a change in Design-Builder's planned schedule and shall be corrected to be as-built for each change as it occurs within the reported progress period. Out-of-sequence progress will be deemed to be at the discretion of Design-Builder unless directed in writing by the BGPAA. The updating of logic for out-of-sequence progress to show the as-built logic is required. Any and all changes made to logic shall be detailed in the update narrative.
 - e) Design-Builder's Monthly Schedule Update narrative report shall contain all of the following elements in a format and layout which is clear, easy to read and consistent from month to month. Design-Builder's narrative shall include, but is not limited to the following:
 - i. Design-Builder's Transmittal Letter.
 - ii. Description of problem areas
 - iii. Current and anticipated delays
 - (1) Cause of the delay
 - (2) Corrective action and schedule adjustments to correct the delay.
 - (3) Impact of the delay on other activities, milestones, and completion dates.
 - (4) A detailed listing and explanation of any schedule changes or revisions made since the last schedule submittal organized by work area or work grouping, to include:
 - (a) Identification of logic changes.
 - (b) Activity duration changes.
 - (c) Activity additions or deletions.
 - (d) Added or deleted constraints.
 - (e) Change in status reflecting progress decrease from previous schedule submittal.

- (f) All changes will be provided as a detailed list and will be accompanied by a narrative of the reason for the change. The format for reporting schedule changes must be approved by BGPAA.
 - (g) All corrected items requested by BGPAA, itemized and explained in the next update narrative.
 - (5) Pending items and status thereof.
 - (a) Permits
 - (b) Change Orders
 - (c) Time extensions
 - (d) Non-Compliance Notices
 - (e) Status of any pending Recovery Schedules
- iv. Phasing, Milestones and Contract Completion Date(s) status.
- v. Other Project or scheduling concerns including any design, coordination, documents review and permitting, shutdowns and switchovers.
- vi. The tabular reports shall include the following:
 - (1) Actual start dates (actual start dates shall be determined from Design-Builder's daily field reports and confirmed with BGPAA's Daily Report).
 - (2) Actual completion dates (when an activity is deemed substantially complete by BGPAA, then such activity will no longer be treated as an activity affecting the critical path or successor activities on the Project).
 - (3) Description of the Critical Path and Near Critical Paths, including for each:
 - (a) Critical Path Report sorted by early finish and total float with float values.
 - (b) Critical Path Gantt chart report organized by phases, levels and other applicable activity codes with Tabular information on the left containing activity ID, activity name, Original duration, Remaining duration, % complete, Early Start, Early Finish, Late Start, Late Finish, Total Float & budgeted cost columns.
 - (c) A description of the critical activities to be performed in the next progress period including and not limited to design, permitting, construction, inspection, testing and commissioning activities.
- vii. The graphic reports shall include the following:
 - (1) Gantt chart report organized by phases, levels and other applicable activity codes with Tabular information on the left containing activity ID, activity name, Original duration, Remaining duration, percent complete, Early Start, Early Finish, Late Start, Late Finish, Total Float and budgeted cost columns. The entire project time-scale shall be visible unless otherwise approved by BGPAA.
 - (2) Updated histogram depicting total project craft manpower by discipline or trade and Design-Builder's craft manpower for its own forces and for each of its Subcontractors for each month. The histogram shall be based upon and shall be in substantive agreement with the number of shifts and crew sizes by craft in the Detailed Project Schedule.

- (3) Updated Cash Flow Projections: Submit an s-curve graph with time in months along the x-axis and contract amount on the y-axis, generated from the updated schedule.
- viii. These schedule reports and narratives will be reviewed in a meeting between Design-Builder and BGPAA at the monthly schedule review meeting to be held five days after receipt of the Monthly Schedule Update.
- ix. Required revisions of the Monthly Schedule Update are due within five days of notice by BGPAA that a revision is required. All revisions and additions to the Monthly Schedule Update are subject to the review of BGPAA. When the proposed Monthly Updated Construction Schedule or its required revision is accepted by BGPAA, it then becomes the Current Schedule.
- x. Provide five copies of the Schedule Narrative Report, the Monthly Update Schedule, the Master Summary Schedule, the Gantt Chart report, the histogram and the Cash Flow Projection and two DVDs of the electronic schedule files.
- xi. If Design-Builder fails to submit any of the update deliverables, or to meet any of the other updating requirements, for a period of 30 days or more beyond the required submittal date, progress payments will be withheld until such time as Design-Builder submits the required update requirements.
- xii. BGPAA review and acceptance of schedules does not waive any contract requirements and does not relieve Design-Builder of any obligation or responsibility for submitting complete and accurate information. Errors or omissions on schedules do not relieve Design-Builder from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by BGPAA, either Design-Builder or BGPAA discovers that any aspect of the schedule has an error or omission, Design-Builder shall correct it on the next updated schedule.

Z. Recovery Schedule

- 1) A Recovery Schedule is required along with the submission of a monthly Progress Schedule Update if the monthly Progress Schedule Update shows a delay of more than two (2) weeks to the Milestones. The Recovery Schedule will be a separate submittal from the monthly Progress Schedule Update. The separate submittal may be waived by BGPAA if it has been determined that the current schedule is acceptable and/or only minor changes in the current schedule are necessary.
- 2) As part of this submittal, Design-Builder shall provide a written narrative explaining each action and schedule revision made to recapture the lost time.
- 3) If the revisions include sequence changes, provide a “fragnet” schedule diagram comparing the original sequence to the revised sequence of work.
- 4) Once accepted, the recovery revisions and the Recovery Schedule file will become the Current Schedule. Receipt of an Acceptable Recovery Schedule within 10 days of written notice by BGPAA is a condition precedent for Monthly Progress Payment.
- 5) If the revisions are not accepted by BGPAA, BGPAA’s comments will form the basis for resubmission of the Recovery Schedule.

AA. Time Impact Analysis

- 1) Design-Builder shall submit a detailed TIA to support any request for time extensions. Basis for evaluation of any time extension shall be made with the use of the Current schedule or the current schedule accepted for the time period in review. The Current schedule is the latest BGPAA accepted schedule and must contain all corrections requested by BGPAA. A Current Schedule that was accepted as noted cannot be used unless all items noted have been addressed. Design-Builder shall provide justification for the time extension in a Change Request. This request shall include a narrative explaining the analysis. This TIA will be supported by fragnets created to demonstrate the effect of specific delays to the Current Schedule Critical Path as they occur. Each fragnet will consist of a sequence of the new activities and/or network revisions that are proposed to be added to the existing Schedule to illustrate the effect and method for incorporating actual delays as they are encountered. Additional formatting changes and level of detail provided as explanation of the proposed impacts may be requested from Design-Builder by BGPAA. Design-Builder must comply with all additional information requested.
- 2) While preparing the TIA, Design-Builder shall make the best of efforts to follow industry best practices.
- 3) All TIAs will be based on the current accepted schedule prior to the proposed impact event, time extensions approved, existing job conditions, the degree of physical progress achieved at the time a delay occurs, the specific facts of the delay issue, and the availability of manpower, equipment and material.
- 4) Each TIA package shall contain the following:
 - a) Narrative that includes:
 - 1) Description of whether the delay is excusable or compensable.
 - 2) Description of the merit of the delay based on the Contract Documents.
 - 3) When the delay was first encountered.
 - 4) Why the delay cannot be easily mitigated without added cost to Design-Builder and what are the approximate costs to mitigate the delay.
 - 5) How the delay affects the critical path.
 - 6) How Design-Builder plans to construct/perform the additional work.
 - 7) How Design-Builder determined the durations for delay activities.
 - b) Plot of the critical path with the inserted delay fragnet.
 - c) A TIA will be required for each delay as it occurs. If more than one delay occurs during the progress period in question, all delays shall be analyzed for that period in one submittal package. Do not separate TIAs that occur in the same period as the proposed impacts must be addressed for concurrency. BGPAA reserves the right to reject the TIA package in the event Design-Builder does not comply with this section.
 - d) The Schedule can be accepted when one or more of the following occur:
 - 1) When a Change Order affects the Contract completion date, an interim contractual milestone, or sequence of items of the Work.
 - 2) When Design-Builder requests and BGPAA accepts a sequence or duration change of work items affecting the critical path/controlling operation.
 - 3) When BGPAA directs a change that affects the milestone date(s) specified in the Contract or alters the length of a critical path.

- e) If agreement cannot be reached before the 20th of the following month (five days before the next schedule update submission is due), then BGPAA shall issue a Field Directive or a Unilateral Change Order directing the portion of the TIA BGPAA agrees with and the reason for denial of the balance of the submitted amount. Such directive shall be used as the basis for the next progress update and the matter shall immediately be addressed by the Dispute Resolution Ladder process.

BB. Time Extensions

- 1) If Design-Builder is granted an extension for the time of completion of any milestone or Contract completion date under the provisions of the Contract, the determination of the total number of calendar days of time extension will be based upon BGPAA's analysis of the Schedule, and upon all data relevant to the extension including Design-Builder's Time Impact Analysis. Such data shall be incorporated in the next monthly update of the Schedule.
- 2) Design-Builder acknowledges and agrees that delays in work items which, according to BGPAA's schedule analysis, do not affect any milestone dates or the Contract completion date shown on the Schedule at the time of the delay, will not be the basis for a contract extension unless otherwise approved by BGPAA.
- 3) Float is not the property of Design-Builder and shall be shared with BGPAA as an expiring resource available to all parties as needed to meet the Contract Completion date. In the event that the Schedule is forecasting a late completion date, and the Critical Path is showing negative float, only those activities with the largest negative float will be considered critical and constitute the Critical Path. Where two or more concurrent activities each have negative float, the activity with less critical float will not be considered to be on the Critical Path.
- 4) The most Current accepted Schedule update will be the basis of evaluating concurrent delays on the Critical Path. A Non-compensable time extension will only be granted when it is determined that concurrent delays have occurred on the Critical Path (the longest path). No time extension shall be granted for any concurrent delay that is not on the Critical Path in the current update.

CC. As-Built Schedule

- 1) As-built Schedule and Documentation
 - a) Prior to final release of retention, and after all Contract work items are completed, Design-Builder shall submit an "as-built" Contract Schedule (Schedule Data Disks, Reports, and Plots) showing actual start and finish dates and actual logic used for all work items and milestones, and actual expenditures of man-hours and costs.
 - b) The "As-Built Schedule" will be accompanied by a narrative report titled "Final Schedule Report" which provides an overview of the Schedule process, the history of changes to the Schedule and the resulting changes to milestone dates, discusses major schedule variances (including manpower and cost variances), and identifies any outstanding schedule issues.
 - c) Provide a DVD of Schedule files with five copies of reports, charts & narratives identified.

- d) Design-Builder shall support the "As-Built Schedule" and "Final Schedule Report" with a letter on the Company letter head that confirms all information in the As-Built Schedule is truthful and accurate pertaining to start and finish dates, as-built logic, cost and resource loading and final schedule report. The accompanying letter shall be signed by an officer of the Company.

DD. Other Schedule Submittal Requirements

- 1) Design-Builder shall coordinate schedule submittals to avoid concurrent submittals to maximum extent possible. Where concurrent schedule submittals cannot be avoided, Design-Builder shall increase review time as required, to allow for BGPAA's review.
- 2) Where submittal is concurrent with or overlaps submittals currently being reviewed, Design-Builder shall indicate priority of each outstanding submittal.
- 3) Following corrections resulting from BGPAA's response to its initial submittal, Design-Builder shall print and distribute copies to BGPAA, Subcontractors, and other parties required to comply with submittal dates indicated.
- 4) Design-Builder shall post copies in the Project meeting room and temporary field office.
- 5) When revisions are made, Design-Builder shall distribute to the same parties and post in same locations. Parties shall be deleted from distribution when they have completed their assigned part of Work and are no longer involved in construction activities.

GC-47. SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work or designated portion thereof where the Work is sufficiently and suitably complete in accordance with the Contract Documents so that BGPAA can take Beneficial Occupancy prior to Final Acceptance of the Work. Substantial Completion includes start-up, testing, commissioning, and performance testing (as required by the specifications and if silent then per manufacturers recommended protocol to demonstrate the unit meets performance criteria). See the Project Requirement on Closeout for additional requirements.
- B. When Design-Builder determines that the Work is Substantially Complete, Design-Builder shall request an inspection of the Work by sending BGPAA a Notice of Substantial Completion. This request shall include a list of minor items which need to be completed.
- C. Within 10 days of the request for inspection, BGPAA shall make an inspection of the Work. If, in the sole opinion of BGPAA, the Work is determined not to be substantially complete, the parties shall cease the inspection and Design-Builder shall proceed with completing the Work pursuant to the Contract Documents.
- D. If BGPAA determines that the Work is Substantially Complete, BGPAA will issue a Certificate of Substantial Completion. A punch list will be prepared and issued by BGPAA to Design-Builder listing all items required to be completed and corrected prior to obtaining final completion.

- E. The Certificate of Substantial Completion shall not relieve Design-Builder of the responsibility to complete all work in accordance with the Contract Documents. Failure to include any items on the punch list shall not alter the responsibility of Design-Builder to complete all work in accordance with the Contract Documents.
- F. The issuance of a Certificate of Substantial Completion and Beneficial Occupancy by BGPAA for a specific element of the Work shall constitute the final date of work for the project or phase for purposes of calculating the construction duration to substantial completion. Unless otherwise specified in the Certificate of Substantial Completion, Design-Builder shall remain responsible for security and maintenance. The punch list shall list the Work still to be completed by Design-Builder within 120 days from the Certificate of Substantial Completion. Should Design-Builder not complete all of the punch list items within 120 days of the date of Substantial Completion, BGPAA reserves the right to arrange for the completion of that work and back charge Design-Builder for the cost of completion of that work unless an extension of time is granted by BGPAA. Such back charge shall include the actual expense for such work plus 15% for administrative costs. If elements of the Work (Central Plant, Parking Deck, etc.) finish in advance of the Substantial Completion date, Design-Builder shall remain responsible for security, maintenance, insurance, etc. until the Project reaches Substantial Completion or the BGPAA assumes Beneficial Occupancy of those elements of the Work.

GC-48. FINAL COMPLETION AND ACCEPTANCE OF THE WORK

A. Final Completion

- 1) When Design-Builder considers that the Work is complete and ready for final inspection, it shall submit a Notice of Final Completion to BGPAA for inspection with certification that:
 - a) Work has been completed in accordance with Contract Documents and Certificate of Occupancy issued.
 - b) Work has been inspected by Design-Builder for compliance with Contract Documents and all Punch List work has been completed.
 - c) All damaged or destroyed real, personal, public or private property has been repaired or replaced.
 - d) All required as-builts and close out documents have been submitted and accepted.
 - e) All operation and maintenance manuals and warranties have been submitted and accepted and all training and commissioning has been completed.
 - f) Work is ready for final inspection by BGPAA.

BGPAA will inspect to verify the status of completion with reasonable promptness after receipt of such certifications. The inspection of the Work will be done in accordance with the Contract provisions.

- 2) If BGPAA finds incomplete or defective work:
 - a) BGPAA may, at BGPAA's sole discretion, either terminate the inspection or prepare a punch list and notify Design-Builder in writing, listing incomplete or defective work.
 - b) Design-Builder shall take immediate steps to remedy stated deficiencies. Upon completion and correction of all stated deficiencies, Design-Builder shall send a second written certification to BGPAA that work is complete.
 - c) BGPAA will then re-inspect the Work.
 - d) BGPAA may, at BGPAA's sole discretion, have a separate Design-Builder make corrections and deduct the cost of the corrections from Design-Builder's final payment if the work is not promptly corrected.

B. Final Acceptance

- 1) Within 120 days after Substantial Completion, and after BGPAA has made the final inspection and is satisfied that the Work has been completed in accordance with the Contract, and is satisfied that all submittals have been made and accepted, all as-builts and record documents have been completed and accepted, all Change Orders executed, all final quantities agreed to, and all other Contract Requirements, except for possible future warranty and guarantee work have been accomplished, BGPAA shall issue a document evidencing Final Acceptance.
- 2) If BGPAA finds the Work to be complete, BGPAA will issue a Notice of Final Acceptance to Design-Builder.
- 3) The Work shall be under the charge and care of Design-Builder until BGPAA issues the Letter of Final Acceptance or takes Beneficial Occupancy, whichever comes first, unless otherwise approved by BGPAA. Design-Builder 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. Design-Builder shall rebuild, repair, restore, and make good, at Design-Builder's expense, all injuries or damage to the Work occurring before acceptance of the Work.
- 4) Any loss or damage as described below shall be sustained by Design-Builder:
 - a) From any action of the elements prior to the Final Acceptance or Beneficial Occupancy whichever comes first.
 - b) From any act or omission not authorized by these Contract Documents on the part of Design-Builder or subcontractors.
- 5) If not already in service, the improvements shall be placed in service upon issuance of the Final Acceptance Letter or Beneficial Occupancy, whichever comes first. Design-Builder 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 Design-Builder be relieved of its obligation to have performed the Work completely and in strict accordance with the Contract Documents.
- 6) After BGPAA is satisfied that the Work has been completed in accordance with the Contract, and is satisfied that:
 - a) All submittals have been made and accepted,
 - b) All as-builts and record documents have been completed and accepted,
 - c) All Change Orders executed, all final quantities agreed to,

- d) All other Contract Requirements, except for possible future warranty and guaranteed work have been accomplished.
- 7) The final closeout period shall not exceed 120 days from Substantial Completion. BGPAA will not provide any compensation for work performed after this period.
- 8) All personnel badges and vehicle permits must be returned to BGPAA Airport Security upon Final Acceptance of the Work.
- 9) BGPAA will process final payment requests and will record the Notice of Completion and Acceptance of Public Works Project with the County Recorder's Office. The final acceptance effective date will be the date the Notice of Completion and Acceptance of Public Works Project is recorded.
- 10) All work shall be warranted by Design-Builder against defective workmanship and materials for the warranty period specified in these Contract Documents or one year after the effective date of Beneficial Occupancy of the Project. Neither the issuance of the BGPAA Letter of Final Acceptance, the Notice of Completion and Acceptance of Public Works Project, the final payment nor any provision in the Contract Documents shall relieve Design-Builder of responsibility for faulty material or quality of work. Design-Builder shall replace or repair any such defective work in a manner satisfactory to BGPAA, after notice to do so from BGPAA, and within the time specified in the notice. If Design-Builder fails to make such replacement or repairs within the time specified in the notice, BGPAA may perform this work. BGPAA shall back charge or deduct from the amount to be paid to Design-Builder the actual expense for such work plus 15% for administrative costs. If Design-Builder does not pay or otherwise satisfy such back charge, then and Design-Builder's sureties shall be liable for the cost thereof.
- 11) After the date of Final Acceptance of the Work by BGPAA, no additional Claims or Change Requests may be submitted.
- 12) Notwithstanding any other provision contained herein or in the Contract, neither Final Acceptance nor Notice of Completion and Acceptance of Public Works Project nor Final Payment shall occur until final and complete written approval of the Work has been obtained from the City's Building Inspector and the City's Fire Marshal, unless such approval is being withheld for items not related to Design-Builder's work.

PAYMENT

GC-49. TAXES

All applicable sales tax, use taxes, gross receipt taxes, or any other taxes of any nature are included in all prices provided by Design-Builder under this Agreement.

GC-50. PAYMENT PROCEDURES

A. Summary

This Section includes Contract progress payments on Cost Reimbursable Price, Lump Sum Price and for final payment.

B. Scope of Payment

1. Design-Builder shall receive and accept compensation provided for in the Contract as full payment for furnishing, all professional services and materials, for performing all work under the Contract Documents in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, subject to the provisions of this Agreement.
2. The term Fair Market Value used in this section shall mean the estimated price a reasonable purchaser would pay.
3. Payment Approval
 - a) Where prior written approval by Design-Builder is required as a condition of the payment of costs by this Agreement, Design-Builder must submit a written description of the reason for the costs, the number of man hours (if any) and the hourly rate, an estimate of the non-labor costs, plus either competitive pricing or proof of Fair Market Value supporting the non-labor costs exceeding \$100 for an individual item (e.g. airfare, special tools, etc.), along with an identification of the source of funds to be used or a Contractor Change Request.
4. Payment Of Design-Builder's Fee
 - a) Design-Builder's Fee shall be included in each Application for Payment in an amount equal to the percentage, as proposed by Design-Builder and included in this Agreement, of the sum of the Cost of the Work including the General Conditions Costs submitted in the Application for Payment not to exceed the value allowed by the GMP revisions/change orders.

C. Payment for Design Services/Pre-Construction Services/Construction Services

1. Payment for services rendered under this Agreement can be on a lump sum or cost reimbursable basis as defined by the Contract Documents and as outlined in the sections below.

D. Cost Reimbursable

1. Reimbursable Cost of Work to be compensated for under a Cost Reimbursable basis method shall be priced and supported as outline in the Pricing Provision of the Contract's General Conditions. Cost Reimbursable Work will be paid pursuant to BGPA approval of acceptable backup for costs incurred. Acceptable backup for these cost includes, but are not limited to timesheets, certified labor reports, materials and equipment receipts, service receipts and the 4D and 5D Building Information Model information as defined in the BIM project requirements and shall be submitted with the Applications for Payment. See the General Condition on Pricing for how Cost Reimbursable work is to be priced.

2. Time and Material work shall be priced as outlined in the Pricing Provisions of the Contract's General Conditions for Cost Reimbursable. The same requirements outlined above, for Reimbursable Cost of Work apply to Time and Material work. See the General Condition on Pricing for how Lump Sum work is to be priced.
3. Any payment by BGPAA to Design-Builder shall be based upon documentation of actual work accomplished and based upon the established schedule of values. The associated 4D and 5D BIM information may be used as a cross-check but documented actual work accomplished prevails in establishing Design-Builder's right to payment and the amount of that payment.

E. Lump Sum

1. A cost breakdown of the Contract Lump Sum Value shall be submitted to BGPAA for review and approval within 30 days after the Notice to Proceed. The approved cost breakdown schedule (Schedule of Values) will be the basis for determining the value of the monthly progress payment. The total value of all construction activities (including mobilization and demobilization) shall equal the total construction Contract Lump Sum Value.
2. Lump Sum Work will be paid pursuant to BGPAA approved Schedule of Values. The Schedule of Values will be built upon a WBS as required by the Contract Documents and approved by BGPAA. The Schedule of Values shall correlate with the cost loaded schedule of activities as required by the Contract Documents.

F. Allowances

1. Design-Builder will be paid for Allowance items on the basis of the aforementioned Scope of Payment subsection of this General Condition addressing Payment on either a cost reimbursable or lump sum basis. Design-Builder's mark-up shall be all-inclusive of supervision and coordination of the subcontractor's work and no additional compensation shall be allowed. Work designated to be paid for out of an Allowance shall not be considered a change for the purposes of granting Work Completion Time Extensions to the critical path of the job. Any and all unused portions of the stipulated Allowances amounts will not be paid to Design-Builder and shall be deducted from the contract value at the completion of the Project via a deductive GMP revision/change order.

G. Contingency

1. Contractor contingency amount may be included as a specified amount in the GMP. It is further understood and agreed that such contingency funds are to be used for costs to complete work considered to be within the original scope of work, including issued change orders, but which exceed the established estimated costs. Use of contingency funds is for work which could have been reasonably anticipated based upon the information available at the time the cost estimate was established. Use of contingency funds is for following:
 - a) Those items that were included in the proposal drawings and specifications that Contractor missed in proposing the GMP.
 - b) Those items that were included in the proposal drawings and specifications that the Contractor underpriced in proposing the GMP.

- c) Schedule acceleration or schedule mitigation as required to meet contract milestones, or as deemed necessary by the Contractor to improve the project schedule when required.
 - d) Increased general conditions or general requirements costs. This may include items such as additional temporary fence moves, increased costs for temporary protection of installed work, increased costs for weather protection, increased staffing for general conditions, etc.
 - e) To cover higher costs for replacing a subcontractor which are not covered by subcontractor default insurance or surety.
 - f) Costs associated with correcting minor design errors, omissions, design coordination issues or construction errors that are in compliance with the Standard of Care.
 - g) Other items not outlined above, if approved in advance in writing by BGPAA.
2. All contingency fund charges must have BGPAA's advance written approval before being transferred to a line item. All remaining funds in the Contractor's Contingency upon completion shall revert to BGPAA.

H. Retention

1. Five percent of each progress payment will be retained until the Contract Work or GMP Work Package has been completed and accepted by BGPAA per the Contract Documents.
2. Design-Builder may request early release of retention for subcontractors who have fully completed their work on a GMP Work Package. After a subcontractor completes its entire Scope of Work for an individual GMP and fulfills all of its obligations as set forth in the Contract Documents, and upon Design-Builder providing BGPAA the necessary lien waivers and waives of all claims rights relative to such Subcontractor's Work, Design-Builder may submit a written request for release of retention for such subcontractor. Design-Builder shall also provide written confirmation and certify that its subcontractor has successfully completed their work under its subcontract for the specific GMP. BGPAA will review such requests for release of retention and verify completion of all punch list work attributed to such subcontractor. After review and approval of the written request for release of retention by BGPAA, Design-Builder may include in its regular monthly billing the amount of retention to be released. BGPAA shall hold all retention other than the early released retention until final payment is made in accordance with the Contract Document.
3. With the exception of early retention release required by Federal Contract clauses, in no event may the combination of early releases of retention and retention reduction allow the total retention at any time to be less than 5% of the total amount paid to Design-Builder unless the project is accepted as substantially complete by BGPAA.
4. Substitution of Securities
 - a) At the request and expense of Design-Builder, in accordance with California Public Contract Code Section 22300, in lieu of BGPAA withholding the 5% retention, Design-Builder may: 1) substitute a deposit of securities at least equivalent to the retention to be paid, or 2) request BGPAA pay retention directly to an escrow agent.

- b) If Design-Builder requests that retention be paid into an escrow account, Design-Builder and BGPAA shall enter into an escrow agreement in the exact form set forth in Public Contract Code Section 22300. All forms or correspondence pertaining to Security Deposit in Lieu of Withhold shall be addressed to BGPAA for review by BGPAA's Counsel.
 5. In the event of a dispute between BGPAA and Design-Builder, or for any of the reasons set forth in the Project Requirements, BGPAA may withhold 150% of the disputed amount. All or a portion of the monies withheld will be released upon satisfactory resolution.
- I. Final Payment
1. Upon receipt of written notice that the Work is ready for Final Inspection and Final Acceptance, BGPAA will promptly make such inspection and, when BGPAA finds the Work acceptable and fully performed under this Agreement and in compliance with the Scope of Work of the Contract, including all regulatory agencies, licensing and permitting authorities requirements BGPAA will issue a Notice of Completion and Acceptance of Public Works Project.
 2. Subsequent to Final Acceptance as detailed in the Contract Documents including all regulatory agencies, licensing and permitting authorities requirements Design-Builder shall provide a proposed Final Payment request, segregated as to contract item and Contract Change Order work.
 3. BGPAA will review the proposed Final Payment request and, after deducting all previous payments and all amounts to be deducted, withheld, and/or retained under the provisions of the Contract and Public Contract Code Section 7107, shall create the Final Payment request. All Progress Payments shall be subject to correction in the Final Payment.
 4. If no liens, stop notices, or claims have been filed against Design-Builder after 60 days from the filing of Notice of Completion and acceptance of Public Works Project, BGPAA will approve for payment the entire sum due, including the release of any retention.
 5. The Final Payment shall not become due until Design-Builder submits the following to BGPAA:
 - a) Satisfactory evidence to BGPAA that all payrolls, bills for materials and equipment and other indebtedness connected with the Work have been paid or otherwise satisfied.
 - b) f required by BGPAA, other data establishing payment satisfaction of all such obligations such as receipts, releases and waivers of all liens arising out of the Contract, to the extent and in such form as may be reasonably designated by BGPAA and all Contract terms and conditions have been met.

- c) If, after Substantial Completion of the Work of the Contract as approved by: All regulatory agencies, licensing and permitting authorities, and BGPAA, Final Completion thereof is materially delayed by a force majeure or by the issuance of Change Orders affecting Contract Completion, BGPAA may, at its option, upon application by Design-Builder and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Project Requirements, and if bonds have been furnished as required by the Contract, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed shall be submitted by Design-Builder to BGPAA prior to certification of such payment. Such payment shall be made for the balance due under the terms and conditions covering Final Payment, except that it shall not constitute a waiver of claims.
 - d) The acceptance of Final Payment shall constitute a waiver of all claims by Design-Builder except those previously made in writing and identified by Design-Builder as unsettled at the time of the Final Application for Payment.
 - e) Notwithstanding any other provision contained herein or in the Contract, neither Substantial Completion nor Final Acceptance and Final Payment shall occur until final and complete written approval of the Work has been obtained from BGPAA, unless such approval is being withheld for items not related to Design-Builder's Work.
 - f) The savings between the total GMP and the final Cost of Work will revert to BGPAA.
6. Within 15 days after the Final Payment request is returned to Design-Builder, Design-Builder shall submit to BGPAA a written approval of such request or a written statement of exceptions. Design-Builder's statement of exceptions shall be in sufficient detail for BGPAA to ascertain the basis and amount of the exceptions. Failure to provide the detail shall be sufficient cause for denial of the exceptions. Any claim of Design-Builder or Subcontractors with respect to the performance or breach of the contract (except for payment of the balance of the Contract Price as set forth in the Final Payment request) not specifically set forth in the statement of exceptions, is waived by Design-Builder. If Design-Builder fails to file a statement of exceptions within the time allowed, BGPAA will infer acceptance of the final Progress Payment request as submitted to Design-Builder.

7. Effect of Final Payment to Terminate Liability

- a) Except as stated in Design-Builder's statement of exceptions noted hereinabove, as to specifically described, disputed claims, in separately stated amounts, payment and Design-Builder's acceptance of the final amount due under the Contract shall release BGPAA, and BGPAA's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of work performed under the Contract. The acceptance of Final Payment shall constitute a waiver of all claims by Design-Builder. Except as stated in Design-Builder's statement of exceptions, as to specifically described, disputed claims, in separately stated amounts neither final payment nor termination nor any other disposition of this Agreement, however, shall operate to release or limit Design-Builder's continuing obligations under the Contract Documents, for example and without limitation, indemnities, warranties, insurance coverage, which shall continue unless expressly discontinued in a writing signed by BGPAA and signed as approved as to form by BGPAA's Counsel.

J. Applications for Payment

1. By the 25th of each month, Design-Builder shall submit to BGPAA an itemized Application (Schedule of Values) for Payment in a form acceptable to BGPAA, for Work completed in accordance with the terms of the Contract for the GMP. Such application shall be supported by appropriate data as required, including but not limited to timesheets, certified labor reports, receipts, and/or documentation of actual work accomplished based upon the established schedule of values. The associated 4D and 5D BIM information may be used as a cross-check but documented actual work accomplished prevails in establishing Design-Builder's right to payment and the amount of that payment. Design-Builder's failure to promptly submit a monthly estimated Application for Payment in accordance with the Contract Documents may cause the monthly payment to be deferred.
2. Each month, BGPAA will make an approximate measurement of the Work performed to the closure date and as basis for making monthly payments. When the Work has been satisfactorily completed, BGPAA will determine the quantity of work performed and prepare the final estimate
3. Upon agreement between Design-Builder and BGPAA on the quantity of work completed in accordance with the Contract Documents, Design-Builder shall by the 1st of the month submit a revised Application for Payment with agreed upon amounts, including Design-Builder's General Conditions amounts.
4. Upon receipt of revised application, BGPAA will provide Design-Builder the "Contract Payment Request Form" for execution and processing of monthly payment within 30 days of receipt of the executed Contract Payment Request Form. Design-Builder failure to sign a Contract Payment Request promptly may cause the payment to be delayed or deferred.
5. Design-Builder warrants all Work subject to a payment application meets the requirements of the Contract Documents and that title to all work covered by an Application for Payment will pass to BGPAA no later than the time of payment.

6. Design-Builder further warrants that, upon submittal of an Application for Payment, all work for which Payment has been previously issued and payments received from BGPAA shall, to the best of Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Design-Builder, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
7. Applications for Payment shall include the following:
 - a) Unconditional releases of lien in the statutory form for all subcontractors and suppliers, through the prior payment application; and if Design-Builder is unable to do so for any subcontractor or supplier, Design-Builder shall provide a written explanation of the reasons.
 - b) Actual invoices for materials and equipment must be submitted with the Application for Payment (for cost reimbursable contracts).
 - i. Unless otherwise provided in the Contract Documents, up to 80% of the invoiced amount may be paid on account of materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work.
 - ii. 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 or the material or equipment is required by the Contract Documents and is specifically manufactured for the Project and could not be readily utilized or diverted to another job. Actual invoices for materials and equipment must be submitted with the Application for Payment.
8. If approved in advance in writing by BGPAA, payment may similarly be made for materials and equipment suitably stored off the Project Site at a location agreed upon in writing. Off-site storage areas must be approved by BGPAA, and if in excess of a 50-mile radius must be accompanied by an Off-site Storage Agreement approved by BGPAA. Payment for materials and equipment stored on or off the Project Site shall be conditioned upon compliance by Design-Builder with procedures satisfactory to BGPAA to establish BGPAA title to such materials and equipment or otherwise protect BGPAA's interest and shall include the costs of applicable insurance, storage and transportation to the Project Site for such materials and equipment stored off the Project Site.

K. Decisions to Withhold Payment

1. BGPAA may withhold a payment in whole or in part to the extent reasonably necessary to protect BGPAA due to BGPAA's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of work is not in accordance with the Contract Documents. BGPAA may also withhold a payment because of subsequently discovered evidence which may nullify the whole or a part of an Application for Payment previously issued to such extent as may be necessary to protect BGPAA from loss for which Design-Builder is responsible.
2. Except for those costs of Time and Materials as set forth in GC-56, applications for Payment may not include requests for payment for Changes in the Work which have been authorized by Change Directives, but are not yet included in an executed Change Order(s).

3. Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.
- L. BGPAA may back charge, deny a Progress Payment request, and/or withhold money from any Progress Payment to:
 1. Cover any unpaid claims filed pursuant to Civil Code Sections 3179 et seq.
 2. Protect BGPAA's interests.
 3. Pay any fines levied against the Work by BGPAA or other entities.
 4. BGPAA may also deny a Progress Payment request and/or withhold money, or modify any previous Progress Payment, as necessary to protect BGPAA from loss due to or affecting enforcement of:
 - a) Defective work not remedied.
 - b) Stop notices filed.
 - c) Failure of Design-Builder to make payments properly to subcontractors for labor, materials, or equipment.
 - d) Failure of Design-Builder to supply unconditional progress payment releases from all subcontractors and suppliers through the period covered by BGPAA's most recent progress payment.
 - e) Evidence that the Work cannot be completed for the unpaid balance of the Contract sum.
 - f) Evidence that the Work will not be completed within the Work Completion Time.
 - g) Damage to BGPAA or another Design-Builder.
 - h) Failure to carry out the Work in accordance with the Contract.
 - i) Failure to keep current as-built records at the Project Site, including the BIM as specified.
 - j) Unpaid amounts owed to BGPAA for fees and charges for services or permits, assessments for damage to BGPAA property, or use of BGPAA facilities and services.
 - k) Failure to comply with the prevailing wage rate requirements as specified.
 - l) Failure to comply with the requirements regarding Project Schedule.
 - m) Errors due to any cause that may be discovered in any previous progress payment.
 - n) Written request from Design-Builder's surety to withhold payment(s).
 - o) Any violation or non-compliance with Design-Builder's legal responsibilities including withholds for wages adjustments in accordance with Labor Code and any fines incurred by BGPAA as a result of Design-Builder's actions;
 5. When, under the provisions of the Contract, BGPAA charges any sum of money against Design-Builder, BGPAA will deduct and retain the amount of such charge from a Progress or Final Payment. If, on completion or termination of the Contract, sums due Design-Builder are insufficient to pay BGPAA charges against Design-Builder, BGPAA has the right to back charge the balance from Design-Builder or Design-Builder's surety.

6. Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are Design-Builder's responsibility that have not been taken and are not reasonably expected to be taken, BGPAA may, after reasonable attempt to notify Design-Builder, cause such precautions to be taken and shall charge the cost thereof against Design-Builder, and may deduct such costs from amounts otherwise due Design-Builder. Any such action by BGPAA shall not be construed as relieving Design-Builder or its surety of any liability.
 7. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.
 8. The payment of a Progress Payment or the acceptance thereof by Design-Builder does not constitute acceptance of any portion of the Work, and does not reduce Design-Builder's liability to replace unsatisfactory work, material, or equipment. An inadvertence or error in an approved Progress Payment request will not release Design-Builder or Design-Builder's surety from damages arising from the Work covered by the approved payment request or from enforcement of every provision of the Contract. BGPAA has the right to correct any error made in any Progress Payment.
 9. Design-Builder shall promptly pay, when due, any and all amounts payable for labor, equipment and material furnished in the performance of this Agreement so as to prevent or make unnecessary the filing of any claim, lien, stop notices, or notice to withhold, as provided under and by virtue of the applicable provisions of the Civil Code.
- M. Design-Builder may suspend the Work on the Project without invalidating or defaulting on this Agreement upon 10 days prior written notice, if BGPAA shall fail to pay Design-Builder any undisputed, agreed upon amounts properly due with respect to the Project within 35 days of the date of the payment being due and such failure continues and is not cured for 10 days following BGPAA's receipt of written notice thereof. Design-Builder shall resume Work upon the Project once such properly due payments are paid in full and any Delay caused by such suspension shall be a compensable delay. Upon resumption of Work on the Project by Design-Builder, the Contract Time shall be equitably adjusted to account for the duration and impact of the suspension, and the Contract Sum shall be equitably adjusted by the amount of costs that are reasonably incurred by Design-Builder with such suspension (to the extent not previously paid), such as reasonable costs of shut-down, delay, and start-up. A GMP revision / Change Order shall be issued reflecting the equitably adjusted Contract Time and Contract Sum.

CHANGES AND DIRECTIVES

GC-51. FIELD DIRECTIVES

BGPAA may issue Field Directives to Design-Builder to provide direction or information that in the opinion of BGPAA does not effect a change to the Contract Work or transmit the Field Directive to Design-Builder to reject a Contractor Potential Change Request for "No Merit."

GC-52. NO ORAL MODIFICATION

No oral statement of any person including Design-Builder's personnel shall in any manner or degree, modify or otherwise affect the terms of this Agreement except as provided herein.

GC-53. DIFFERING PROJECT SITE CONDITIONS

- A. Design-Builder shall immediately, and before any of the following conditions are disturbed, notify BGPAA, first verbally and later within seven days of the verbal notification, with a properly documented CPCN, of the following:
 - 1. Subsurface or latent physical conditions at the Project Site differing materially from those indicated in the Contract Documents, or physical conditions differing from those conditions present at the time of executing the Contract; or
 - 2. Unknown physical conditions at the Project Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. BGPAA shall investigate such conditions, and if it finds that such conditions do materially differ and could not have been discovered, or reasonably inferred, from the Contract Documents or a thorough inspection of the Project Site by Design-Builder, and such conditions cause an impact to the Contract Price, or Work Completion Time, BGPAA shall issue a Change Directive.
- C. If Design-Builder has not fully complied with the documentation and submittal requirements of the Contractor Potential Change Notice, Design-Builder shall be deemed to have waived its right to assert a claim for any adjustment to the Contract pricing, or Work Completion Time arising out of such differing Project Site conditions.
- D. Shall an agreement not be reached on a Change Order, BGPAA may issue a Change Directive to have the Work performed. Such an Order is unilateral and the Work will be performed on a Time and Material basis. Design-Builder shall be required to keep detailed records of all costs related to performing the Work and compensation for such work will be reconciled in a Change Order upon agreement of a lump sum price or completion of the Work, whichever occurs first.

GC-54. CONTRACTOR POTENTIAL CHANGE NOTICES

- A. Design-Builder shall give BGPAA prompt written notice of such matters pursuant to the time requirements herein and request a Change Directive in a document identified as a CPCN, should Design-Builder:
 - 1. Receive any instructions, interpretations or directives which it believes are at variance with the Contract Documents or will impact the Contract Schedule; or

2. Encounter a differing Project Site condition; or
 3. Be delayed in performing the Work; or
 4. Become aware of any other matter or circumstance which Design-Builder believes might require a change in the Contract Documents, Work Completion Time, or Contract pricing,
- B. All CPCNs shall be dated, numbered uniquely and sequentially, and shall describe the action or event which Design-Builder believes will merit the issuance of a Change Directive. Design-Builder shall also provide a description of possible Design-Builder actions or solutions to minimize the cost of the CPCN and, shall provide an estimate of the adjustment in the Work Completion Time and Contract Pricing which it believes is appropriate.
- C. Time Requirements. With respect to orders, instructions, directives, interpretations, determinations, Project Site conditions, delays or other issues in the Contract Documents, a Contractor Potential Change Notice shall be submitted as soon as possible and before Design-Builder disturbs or acts on any perceived changed conditions, and in no event more than seven working days after the events giving rise to Design-Builder claim were reasonably received or discovered. Design-Builder shall submit supporting documentation sufficient to evaluate the events and action in question, including contract materials, submittals, and communications of all types, digital photographs and names with contact information of persons with the greatest first-hand knowledge.
- D. Determination by BGPAA. BGPAA will evaluate the Contractor Potential Change Notice for merit. BGPAA will issue a Field Directive if merit is denied. BGPAA will issue a Change Directive if merit is granted and direct Design-Builder to provide a Contractor Change Request, to proceed with changes, or other instructions as necessary.
- E. Submittal Requirements and Waiver of Claims
1. If Design-Builder does not submit a Contractor Potential Change Notice within the time required above, any action by Design-Builder related to such order, direction, instruction, interpretation, determination, or other matter, including delays or differing Project Site conditions, shall not be considered a change to the Work and Design-Builder waives any claim for an adjustment to the Contract pricing or the Work Completion Time.
 2. If a Contractor Potential Change Notice is denied by BGPAA, in whole or in part, any claim for an increase in the Contract pricing or Work Completion Time arising out of the act or event described in the Contractor Potential Change Notice is waived unless Design-Builder places the item into dispute by providing written notification to BGPAA within 14 days of receipt of the Field Directive.
 3. Design-Builder may demonstrate substantial compliance with the seven day requirement herein and BGPAA may extend the period to 14 days but not later, by showing a manifest lack of prejudice to BGPAA resulting from the late notice, which shall include at a minimum:

- a) Design-Builder's good faith in making BGPAA aware of the disputed orders, instructions, directives, interpretations, determinations, Project Site conditions, delays or other issues in the Contract Documents, that made up the late submitted Contractor Potential Change Notice, and BGPAA's actual knowledge of the dispute in the seven day period; and,
- b) Design-Builder's good faith in submitting required documentation to BGPAA for review and discussion as required and Design-Builder's participation in resolution efforts as required.

GC-55. CONTRACTOR CHANGE REQUEST

- A. Design-Builder shall, within 21 days after receiving a Change Directive, provide BGPAA with a complete and itemized CCR which sets out as specifically as practicable the requested adjustments to the Contract Pricing, Work Completion Time or other Contract provisions. The CCR shall utilize the same numbering system as the CPCN and reference the Change Directive or any other pertinent document in order to ensure that all documents will be easily associated with one another. The proposal shall also contain a detailed explanation, citing all applicable provisions in the Contract Documents, which supports the CPCN. 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 Design-Builder does not submit its itemized proposal for a Change Order within the time described above or within such extension which BGPAA, in its discretion may have granted in writing, Design-Builder waives any claim for an adjustment to the Contract Pricing or Work Completion Time arising out of the act or event giving rise to or necessitating a CPCN and CCR.
- B. Design-Builder shall furnish, upon request, all additional information and data which BGPAA determines is needed to assist BGPAA in evaluating and resolving the CCR through negotiation, including all materials required under the Audit provisions of this Agreement. Design-Builder shall give BGPAA access to its books, correspondence, records, files, and other materials relating to the Work described in the CCR, shall require its subcontractors and suppliers to provide BGPAA with such access, and shall make its personnel and that of its subcontractors and suppliers available to discuss and answer cost, schedule, and other questions related to such request. Clear and legible copies of all necessary supporting records shall be provided to BGPAA at no cost. Failure to submit requested information may be a basis for denial of the CCR.
- C. Specific requirements for delay-based Changes:
 - 1. If the CCR is based in whole or in part on a delay of any kind or nature, the complete itemized CCR shall include the following information in addition to all other required information:
 - a) The date, nature and circumstances of each event regarded as a cause of the delay;

- b) The names of all individuals acting on behalf of BGPAA, Design-Builder and subcontractors, who are known or believed by Design-Builder to have direct knowledge of the delay;
 - c) If Design-Builder claims acceleration costs of scheduled performance or delivery, the basis upon which acceleration arose, and identification of the activities accelerated and labor/equipment/resources planned before and during the acceleration period for each activity;
 - d) The identification of any documents and the substance of any oral communications known to Design-Builder which substantiate, refute or concern such delay;
 - e) A Critical Path Method schedule corrected to reflect actual performance, showing delay impacts as separate tasks and Design-Builder's mitigation of such impacts.
2. The specific elements of Contract performance for which Design-Builder may seek an equitable adjustment, including:
 - a) Identification of each Contract or schedule line item which has been or may be affected by such delay;
 - b) To the extent practicable, identification of the delay and disruption in the manner and sequence of performance, and the effect on continued performance, which have been or may be caused by such delay;
 - c) Identification of labor, materials, or both, or other cost items including overhead and subcontractor costs, which have been or may be added, deleted or wasted by such delay, and a statement that Design-Builder is maintaining records by some generally accepted accounting procedure which allows the separately identifiable direct costs due to the delay, and those not incurred as a result of the delay, to be readily identified and segregated.
 3. Estimates of the necessary adjustments to Contract Pricing, Work Completion Time and any other Contract provisions affected by the delay.

GC-56. CHANGE DIRECTIVES

- A. BGPAA, without invalidating this Agreement and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting from the Work through a signed Change Directive and prior to execution of a Change Order.
- B. A Change Directive is a written directive, signed by BGPAA, which directs Design-Builder to perform a change to the Work or requests a CCR. BGPAA may direct Design-Builder to commence with a change in the Work on an agreed upon Lump Sum price, a Time and Materials basis, a Unit Price basis, or a combination of these.

- C. Minor changes in the Work: Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform BGPAA, in writing, of any such changes and record such changes on the documents maintained by Design-Builder. BGPAA will utilize a CD to direct Design-Builder as follows:
1. Submit a Contractor Change Request for potential changes to the Work
 - a) Design-Builder, within 21 days after receiving the Change Directive unless otherwise directed by BGPAA, shall provide BGPAA with a complete Contractor Change Request and itemized Cost and Schedule proposal which includes the estimated increase or decrease in the Contract Amount and/or Work Completion Time attributable to the planned changes based on the criteria and methods described in the Contract. Design-Builder shall be responsible for delays to the Work and any additional costs incurred by BGPAA caused by its failure to submit complete pricing information within the time provided above.
 - b) BGPAA's request for pricing shall not be considered authorization to proceed with the changed work prior to the issuance of a formal Change Order or subsequent Change Directive to commence with changed work. Such request for pricing shall not constitute justification for a delay to the existing work or a time extension under the Contract.
 2. Proceeding with a change on a Time and Materials basis.
 - a) Design-Builder shall proceed with change work on a Time and Materials basis when so directed.
 - b) Design-Builder shall notify the BGPAA Inspector as soon as possible but no later than the beginning of each day when Time and Material work is in progress.
 - c) Design-Builder shall submit a signed daily Time and Material report to the BGPAA Inspector for signature and approval on forms supplied by BGPAA. The report shall include a listing of all labor, materials, and equipment involved for that day, and other services and expenditures for the Time and Material work. The Daily Report for Time and Material shall include:
 - d) Names of workers, classifications, and hours worked.
 - e) Description and list quantities of materials used and delivery tickets as applicable.
 - f) Types of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
 - g) List of any other services and expenditures in such detail as BGPAA may require.
 - h) Design-Builder shall fully document all costs associated with such work.
 - i) Failure to submit the daily report by the close of the next working day may waive any rights for compensation associated with that day's work.
 - j) The final contract adjustment for change shall be calculated in accordance with the Pricing Adjustment Section.
 3. Proceeding with a change on a Unit Price basis
 - a) If BGPAA determines a change in an item of work is covered by a Contract Unit Price then an adjustment can be made on a Contract Unit Price basis.

- b) Design-Builder shall proceed with changed work on a Unit Price basis when so directed. This adjustment in payment will be based upon the increase or decrease in quantity and the Contract Unit Price.
- c) If Design-Builder disagrees with BGPAA's determination for utilizing the Contract Unit Price, Design-Builder shall submit a CPCN pursuant to the Contract Documents.
- 4. Proceeding with a change on an Agreed Price. If BGPAA and Design-Builder can come to a mutual agreement for the price, BGPAA may direct Design-Builder to proceed with such changed work at such agreed upon price.
- 5. Proceed while pricing and/or any other direction as required by BGPAA.
 - a) BGPAA may direct Design-Builder to proceed on a Time and Materials Basis while pricing a CCR for the subject work, subject to a NTE amount for which Design-Builder must provide notice to BGPAA in writing immediately upon reaching 75% of the NTE amount, otherwise, the NTE is the final NTE for the work.
 - b) BGPAA may issue a CD to Design-Builder with a combination of the above or other direction as necessary.
- 6. When BGPAA and Design-Builder reach an agreement on an adjustment to the Contract Amount and/or Work Completion Time, the agreement shall be incorporated into a CO for execution.

GC-57. PRICING

Pricing shall be in accordance with one of the following methods:

A. Lump Sum

- 1. The Work will be priced pursuant to BGPAA approved Schedule of Values. The Schedule of Values will be built upon a WBS as required by the Contract Documents and approved by BGPAA. The Schedule of Values shall correlate with the cost loaded schedule of activities as required by the Contract Documents.
- 2. Lump Sum Adjustments shall be based upon agreement between BGPAA and Design-Builder on the cost of the changed work. Markup for Overhead, profit, and bonding shall be used to establish Lump Sum Agreements. Pricing guidelines under Cost Reimbursable/Time and Material work may be used to establish Lump Sum Agreements.
- 3. Schedule of Values
 - a) The subcontractor lump sum work will be priced pursuant to a Schedule of Values. The Schedule of Values will be built upon a work breakdown structure approved by BGPAA. The Work also includes the preparing and submitting of updated copies of the Schedule if the Schedule is affected by change orders or GMP revisions.
 - b) This Schedule shall be consistent with the cost-loaded schedule required by the Contract Documents.
 - c) The Schedule of Material Stored, if required, is a detailed cost breakdown for materials which will be temporarily stored prior to their being installed, and for which Design-Builder seeks partial payments.

- d) Design-Builder shall identify items in the Schedule of Values and Schedule of Material Stored with the Specification Section numbers, Specification Section title, and the bid item number used for the Schedule of Prices and Quantities.
 - e) Design-Builder shall identify items in the Schedule of Values and Schedule of Material Stored with the Specification Section numbers, Specification Section title, and the bid item number used for the Schedule of Prices and Quantities.
 - f) Design-Builder shall, upon request by BGPAA, support values given with data which will substantiate the correctness of the values.
 - g) Breakdown of the items used in the Schedule of Values shall include the following:
 - i. Delivery cost of product with taxes paid.
 - ii. Total installation cost, with overhead and profit.
 - iii. Breakdown costs of the lump sum with a list of products and major operations, by trade, for which Design-Builder seeks to receive progress payments for that bid Item.
 - iv. Where applicable, breakdown costs of the lump sum for Design Services by design consultant for which Design-Builder seeks to receive progress payments.
 - v. Where applicable, Breakdown costs of the lump sum for Pre-Construction design Assist Services by trade for which Design-Builder seeks to receive progress payments.
 - h) The Schedule of Stored Materials
 - i. Design-Builder shall submit with the Schedule of Stored Materials an indication of whether products will be stored on or off the Project Site. The Schedule of Stored Materials shall show quantities and types of products which will be stored.
 - ii. The cost of Stored Material is the net cost of the product, the cost of delivery and unloading at the storage site, the cost of sales taxes and all discounts.
 - i) If review by BGPAA indicates that changes to the Schedule of Values are required, Design-Builder shall revise and resubmit such schedule.
- B. Cost Reimbursable/Time and Material Work
- 1. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work.
 - 2. The Cost Reimbursable/Time and Material work shall include:
 - a) Direct Costs – Labor
 - i. Labor costs include actual paid wages of field construction workers (including necessary overtime as approved by BGPAA) incurred for the Work. Wages paid must meet the hourly rates requirements established by regulation. Labor is to include up to working general foremen, who are directly assigned to the changed/extra work. Employees identified as superintendents or are non-working general foreman shall not be charged as labor on changed/extra work. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- ii. No Design-Builder personnel stationed at Design-Builder's home or branch office shall be charged to the Cost of Work without the prior written approval of BGPAA. All non-field office based Design-Builder support personnel who will provide service and advice from time-to-time throughout the Contract will be considered to be covered by the Fee portion of the GMP total and markup portion of changes, unless there is prior written approval by BGPAA.
 - iii. Design Professional staff (Architects and Engineers) directly involved in developing the design and construction documents and approved by BGPAA may be charged to the Cost of the Work.
 - iv. Labor costs include costs paid or incurred by Design-Builder for payroll taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the cost of work. Copies of certified payrolls may be required by BGPAA.
- b) Direct Costs - Materials and Equipment
- i. Actual costs, including transportation of materials and equipment incorporated or to be incorporated into the construction. BGPAA has the right to confirm that costs submitted do not exceed fair market value and pay only fair market value if costs submitted are not reasonable. Unused excess materials, if any, shall be handed over to BGPAA at the completion of the Work. BGPAA shall not pay for unreasonable quantities of excess materials. No payment will be made for materials and equipment not incorporated in the Work, unless specifically authorized by BGPAA.
 - ii. Actual costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Design-Builder at the Project Site. BGPAA has the right to confirm that costs submitted do not exceed fair market value and pay only fair market value if costs submitted are not reasonable. Items not fully consumed during the performance of the Work shall be returned to BGPAA, unless directed otherwise.
 - iii. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Design-Builder at the Project Site, whether rented from Design-Builder or others, and costs of transportation. Installation, minor repairs and replacements, dismantling and removal thereof. Provisions regarding rental of Design-Builder's equipment or equipment rented from third parties are as outlined in the following paragraphs:
 - (1) Proposed rental rates and related fair market values for Design-Builder-owned (affiliate owned, subsidiary owned or related party owned) equipment with a rental rate of more than \$1,000.00 (total) over the estimated term of the rental and/or rental period over 12 months shall not exceed 80% of the Rental Blue Book, and shall be submitted to and approved in advance and in writing by BGPAA. BGPAA may request

that this rental approval request include the current hours or mileage reading from the equipment, the projected usage of each piece of equipment and purchase price of that equipment new. With this information, Design-Builder may also be requested to perform a lease versus purchase analysis before a decision is made by BGPAA. The rental rates are subject to audit and adjustment by BGPAA.

- (2) Rental charges for equipment which is not owned by Design-Builder or any of its affiliates, subsidiaries, or other related parties and is rented from third parties for use in proper completion of the Work will be reimbursed at actual costs as long as the rental rates do not exceed those prevailing in Los Angeles County. For equipment with a rental rate of more than \$1,000 (total) over the estimated term of the rental and/or over 12 months, Design-Builder may be requested to provide documentation (a lease vs. purchase analysis) to justify the reason for renting the equipment rather than purchasing it. Any lease/purchase arrangements must have advance concurrence from BGPAA before entering into such an arrangement and/or charging lease/purchase rental charges as a reimbursable job cost.
- (3) All costs incurred for minor maintenance and repairs shall be reimbursed at actual costs. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and the cost of such repairs shall not be reimbursable under the Contract.
- (4) Rental equipment shall be paid for on an hourly, daily, weekly, monthly or standby rate (or some combination) whichever arrangement is in BGPAA's best interest. BGPAA may agree to establish a Fair Market Rate for Design-Builder items in lieu of actual cost. Such agreements to use a Fair Market Rate must be approved in advance by BGPAA.
- (5) All losses resulting from lost, damaged or stolen tools and equipment (including rental equipment) shall be the sole responsibility of Design-Builder, and the cost of such losses shall not be reimbursable under the Contract.
- (6) Design-Builder shall maintain a detailed inventory for all equipment worth \$1,000 or more when put into service on this Agreement. This inventory shall be submitted to BGPAA upon request. For each non-rental piece of equipment, the inventory shall contain: original purchase price or acquisition cost, acquisition date, mileage or hour reading at acquisition and disposition, and final disposition. At the completion of the Contract, Design-Builder shall transfer possession of any remaining job- owned equipment to BGPAA. Or, at BGPAA's option, Design-Builder may keep any such equipment for an appropriate credit to job cost, which will be mutually agreed to by BGPAA and Design-Builder.
- (7) Normal and reasonable cost to set up the field office during Pre-Construction. However for changes this on-going cost is included in the markup for overhead on Change Orders.

- c) Other Miscellaneous Reimbursable Costs may include:
- i. That portion directly attributable to this Agreement of premiums for required insurance and bonds. All premiums for any insurance and bonds required by the Contract shall reflect the net actual costs to Design-Builder after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.
 - ii. Sales or similar taxes imposed by a governmental authority, which are related to the Work and Design-Builder's Responsibility.
 - iii. Fees and assessments for permits, licenses and inspections which Design-Builder is required to pay according to the Contract.
 - iv. Fees for testing laboratories for tests required by the Contract to be performed by or on behalf of Design-Builder. Other necessary and reasonable costs incurred in the performance of the Work if and only to the extent Design-Builder has obtained prior written approval from BGPAA.
 - v. Cash discounts obtained on payments made by Design-Builder shall accrue to BGPAA and shall be credited as a deduction from the Cost of the Work.
 - vi. Reasonable travel and subsistence expenses of Design-Builder personnel incurred while traveling on Work-related duties. No travel expenses will be reimbursed to Design-Builder's representatives unless Contract related travel required them to travel to a destination more than 100 miles from the Project. Any travel involving airfare requires advance approval from BGPAA. Travel expenses shall not exceed BGPAA travel policies.
 - vii. Legal, mediation, and litigation costs including reasonable attorney's fees (collectively, "legal costs") that arise out of the Work and are within the scope of the GMP. This paragraph shall not apply to legal costs related to disputes between BGPAA and Design-Builder.
3. Costs Not To Be Reimbursed include (and are not limited to):
- a) Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work.
 - b) Except as noted previously, costs due to the fault or negligence of Design-Builder's, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming work, disposal and replacement of materials and equipment incorrectly ordered or supplied and making good damage to property not forming part of the Work. BGPAA may consider reimbursement for the cost of work- in-place damaged by others when Design-Builder cannot determine who caused the damage provided Design-Builder took adequate measures to protect the work and determine who damaged the work. Design-Builder is required in such cases to fully and convincingly document its efforts to determine the responsibility for and cost of the damage before requesting consideration from BGPAA to use the Contingency. Design-Builder shall immediately commence with the repair of such damaged work without waiting for and regardless of any BGPAA approval to use Contingency.

- c) Any liquidated damages, fines, judgments or similar expenses incurred by Design-Builder.
- d) Any Warranty issues or call backs.
- e) Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections above.
- f) Overhead and general expenses, except as provided for in Section above hereof, or which may be recoverable for changes to the Work.
- g) If the parties have agreed on a Guaranteed Maximum Price, costs that would cause the Guaranteed Maximum Price, as adjusted in accordance with the Contract Documents, to be exceeded.
- h) Overtime wages paid to salaried personnel shall not be paid by BGPAA.
- i) Employees identified as superintendents or are non-working general foremen shall not be charged as labor on changed/extra work.

C. Pricing of BGPAA-Approved Allowance Work

1. All price estimates, and for scopes of work requested by BGPAA for each allowance item of work, shall be provided to and approved by BGPAA prior to Design-Builder being paid for the work. Design-Builder shall provide price quotes within 21 days of receipt of request by BGPAA. Similar to all other CCR's, a mutually agreeable extension depending on complexity and other pricing work load, may be allowable.
2. Price estimates shall be provided in a format that clearly itemizes all labor quantities and labor rates, material quantities and material rates, equipment costs, general conditions and fee to perform the work of the Allowance. Any work performed by subcontractors to Design-Builder/Vendor shall also be itemized as above. Price quotes shall be obtained from BGPAA-selected subcontractors and/or vendors by Design-Builder in a format that clearly itemizes all labor quantities and labor rates, material quantities and material rates, equipment costs, general conditions and fee to perform the Allowance scope of work. Any work performed by subcontractors to BGPAA selected subcontractor and/or Vendor shall also be itemized as above.
3. Markups for Changes
 - a) Subcontractor, Supplier, or Sub-subcontractor Overhead and Profit
 - i. Calculate 15% overhead and profit for the subcontractor, its suppliers, or its sub-subcontractors based upon the estimated or actual direct cost of that portion of the changed work to be performed by a subcontractor, supplier, or sub-subcontractor. This percentage for overhead and profit is the aggregate total markup payable by BGPAA for any subcontractor and its suppliers and its sub-subcontractors of any tier.
 - b) Bonding Markup
 - i. The bonding markup shall be the actual cost for additional bonding for Design-Builder.
 - ii. No bonding markup will be applied to Allowance items of work.
 - c) No Markups for overhead and profit nor for bonding shall be allowed for changes to work covered by a Unit Price Adjustment.

GC-58. CHANGE ORDERS

- A. A Change Order is a written document issued to Design-Builder any time after the execution of the Contract documenting a change in the Contract. The Contract Pricing and Work Completion Time may only be changed by executed Change Order. Change Orders are generally bilateral signed by Design-Builder and by BGPAA. BGPAA may also issue unilateral Change Orders, shall there be an impasse on executing a bilateral agreement or time does not permit further negotiations.
- B. No extra work or change in the Contract Documents shall be made unless by a written Change Order approved by BGPAA. No claim for any change to the Contract Pricing or Work Completion Time shall be valid unless so ordered. A Change Order signed by Design-Builder conclusively establishes Design-Builder's agreement therewith, including the adjustment in the Contract Pricing and the Work Completion Time.
- C. BGPAA reserves the right to contract with any person or firm other than Design-Builder for any or all changed work.
- D. If necessary, the Change Order will be submitted to the BGPAA Commission for its approval.

- E. Accord and Satisfaction. It is the intent of BGPAA to settle each Change Order full and final at the time the Change Order is issued. Therefore, the following language will be deemed incorporated into 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 for the sum stated above, and that are required in connection with the above proposed change.

By signing the Change Order, Design-Builder acknowledges and agrees, on behalf of himself, all subcontractors, and all suppliers, that the stipulated compensation includes payment 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 Agreement. The signing of the Change Order indicates that the Change Order constitutes the compensation (time and cost) set forth in the Change Order and comprises the total compensation due Design-Builder, all subcontractors, and all suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. Design-Builder is in full mutual accord and satisfaction with the change, and that the time and /or cost under the Change Order constitute the total equitable adjustment owed Design-Builder, all subcontractors, and all suppliers, as a result of the changes. Design-Builder, on behalf of Design-Builder, all subcontractors, and all suppliers, agrees to waive all right, without exception or reservation of any kind whatsoever, to file any further Claim related to this Change Order. No further Claim or request 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. Design-Builder further agrees to indemnify and hold the Agency and its agents harmless from any further Claims, requests for equitable adjustment, or

damages raised by subcontractors or suppliers at any tier, as a result of the Work under this Agreement. Design-Builder, on behalf of Design-Builder, 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 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The BGPAA and Design-Builder hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly to this Change Order."

- F. Unilateral Change Order. In case of failure on the part of BGPAA and Design-Builder to arrive at an agreement on the amount of a credit or an extra cost for a proposed change to the Contract Documents, a unilateral Change Order will be processed in the amount believed by BGPAA to be reasonable and Design-Builder shall proceed with the Work. If Design-Builder believes that the amount set forth in the unilateral Change Order is not a reasonable payment for the Work required Design-Builder may file a Claim and request for review. Design-Builder shall submit all supporting documentation of costs associated with a unilateral Change Order within 15 Days of completing work on the such change or acceptance of the costs will be implied and Design-Builder will waive all rights to a claim.

DISPUTES

GC-59. RESOLUTION OF DISAGREEMENTS

- A. In the event BGPAA and Design-Builder disagree upon whether Design-Builder is entitled to be paid for work required by BGPAA, or in the event of any other disagreements, disputes, or claims arising out of the Contract Documents, BGPAA and Design-Builder agree to negotiate in good faith to resolve the issue amicably. As part of the negotiation process, Design-Builder shall furnish BGPAA with a good- faith estimate of the costs to perform the disputed work.
- B. If the parties are unable to agree, and BGPAA expects Design-Builder to perform the Work, Design-Builder shall proceed to perform the disputed work conditioned upon BGPAA issuing a written directive to Design-Builder directing Design-Builder to proceed and specifying the Work that is to be performed. In the event of such a dispute, Design-Builder shall not be excused from any scheduled completion date provided by the Contract Documents and shall promptly proceed with all work to be performed under the Contract. However, Design-Builder shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes.
- C. All parties will participate in developing a dispute resolution ladder, which will help establish and communicate the chain of command. The ladder then becomes a mechanism to enable decisions to be made quickly and effectively. The concept involves quick identification of a conflict and parties involved to solve the problem in order to maintain project momentum. The ladder ensures that minor problems do not escalate into damaging disputes. Each level of the organization is expected to work cooperatively to resolve issues. However, if issues cannot be resolved in a timely manner or are beyond the authority granted at that level, each party understands that the issue must be elevated to the next level.
- D. The parties agree to the establishment of a Dispute Resolution Panel (DRP) to assist in the resolution of disputes. The DRP will be composed of three members. One member shall be appointed by BGPAA, and one member shall be appointed by Design-Builder. Those two members shall select a third member and such person shall serve as the Chairperson of the DRP. The DRP shall fairly and impartially consider the disputes placed before it by the parties and shall provide written advisory recommendations to the parties for resolutions of disputes. The DRP's recommendations shall not be binding on the parties.

CLAIMS

GC-60. CLAIMS BY DESIGN-BUILDER / NON-JUDICIAL ADMINISTRATIVE SETTLEMENT PROCEDURE

A. Administrative Process

1. If Design-Builder does not agree with BGPAA's decision with regard to a Design-Builder claim (e.g. a Change Order Request), it may submit its position to BGPAA as a dispute. In the event that BGPAA has a claim against Design-Builder it shall follow the same procedures outlined below.
 - a) Any claim must be submitted in writing and in electronic form to the other party with all documentation which it believes relate to the issues it is raising ("Dispute Submittal"). All documents shall be scanned. All disputes and negotiations shall be documented by each Party in writing in accordance with the Notices section of the Contract and shall state each claim specifically, show the calculation and basis for each claim for compensation and the schedule (including fragnet) analysis for each schedule demand. Any claim that lacks specific calculation or documentary support will not be considered, and will be a waiver of that claim so that no further administrative or judicial action may be taken. Pursuant to Civil Code Section 1511, any failure to submit a timely and properly documented Contractor Change Request shall constitute a waiver by Design-Builder of any claim for additional compensation, time or impact costs from BGPAA.
 - b) Any Dispute Submittal by Design-Builder must be delivered within 45 days of BGPAA decision that gave rise to the dispute, or if BGPAA failed to respond to a Design-Builder claim, within six months of Design-Builder claim. The Dispute Submittal is a condition precedent to consideration of a Government Code claim.
 - c) Within two months of receipt of a Dispute Submittal, the parties must engage in good faith negotiations. Either party may, within that two month period, request that resolution be conducted by a mutually agreeable third-party process. The cost of the third-party process will be split equally among all participating parties.
 - d) Any separate agreement reached by the parties as a result of a mutually agreeable third-party resolution process may be implemented as a Change Order.
 - e) If Design-Builder does not accept the results of the good faith negotiations or the requested third-party resolution process and there has been no final resolution of the dispute, Design-Builder shall file a Government Code claim, with the steps outlined above being a condition precedent to the filing of a Government Code Claim.

- f) The parties may agree that the time for the filing of a Government Code Claim shall be tolled during the pendency of negotiations and any mediation. The terms of the tolling agreement shall be subject to the agreement of the parties.
- i. Government Code Claims If Design-Builder has satisfied all of the requirements set forth above and the Dispute has not been resolved, Design-Builder shall file a Claim as provided in Government Code Section 900 et seq. ("Government Code Claim") within the time limits set forth in such statutes.
 - ii. Performance during Claim or Dispute Design-Builder shall proceed diligently with performance of the Contract pending resolution of any claim, dispute, litigation or appeal of the issues between the parties, except for any performance BGPAA determines in writing shall be delayed, suspended or terminated as a result of such claim or dispute.
 - iii. Certification of Claims Any claim, including without limitation any claim filed on behalf of or having its source in a claim by subcontractor, sub-subcontractor, or supplier, at any tier, which Design-Builder chooses to make to BGPAA, shall be accompanied by the certification language set forth below signed by a responsible managing officer of Design-Builder's organization, who has the authority to sign subcontracts or Purchase Orders on behalf of Design-Builder, and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification. Submission of certification in accordance herewith is a condition precedent to BGPAA's consideration of or decision on the claim and to the filing and maintenance of any legal action or proceeding to enforce or recover monies under such claim. Failure to submit such a certification along with the claim shall result in the claim being returned to Design-Builder without any decision, and shall waive Design-Builder's right to pursue the claim either on its own behalf or on behalf of such subcontractor or supplier. "I hereby certify under penalty of perjury that I am a managing officer of (Design-Builder's name) and that I have reviewed the Claim presented herewith on Design-Builder's behalf and/or on behalf of (subcontractor's/supplier's name(s)) and that the following statements are true and correct:
 - (1) (1) The facts alleged in or that form the basis for the Claim are true and accurate; and, (2) Design-Builder does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,
 - (2) Design-Builder has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Design-Builder and by any subcontractor or supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed with mathematical certainty that the losses or damages suffered by Design-Builder and/or such subcontractor or supplier were in fact suffered in the amounts and for the reasons alleged in the Claim; and,

- (3) Design-Builder has, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Design-Builder and by any subcontractor or supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Design-Builder and /or such subcontractor or supplier were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,
- (4) Design-Builder has not received payment from BGPAA for, nor has Design-Builder previously released BGPAA from any portion of the Claim Signature:

Name: _____

Title: _____

Company: _____

Date: _____

AUDIT

GC-61. AUDITS AND RECORDS

Design-Builder and its subcontractors of any tier shall keep accurate and complete books of accounts, records, documents and other evidence related to the charges for and performance of any work, and of any change or modification thereto so that BGPAA may verify requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Contract price adjustments and claims. Such materials and documents shall be made available at the offices of Design-Builder during normal business hours or at reasonable times otherwise agreed upon by Design-Builder and BGPAA. The above documents shall be available to BGPAA, BGPAA representatives and the BGPAA Controller, or their employees and consultants for inspection, audit or reproduction, until five (5) years from date of final payment for any work. BGPAA shall bear its expenses in performing such inspection or audit, and Design-Builder shall bear any expenses incurred by it in supporting any such inspection or audit; provided, however, that shall any audit or investigation produce evidence that Design-Builder has knowingly overstated charges or units of measurements upon which charges are based, or provided gifts, gratuities or other benefits to employees of BGPAA in violation of BGPAA's policy on integrity and ethical conduct, Design-Builder shall be liable to BGPAA for damages including cost of audit and investigation. Information subject to audit specifically includes Design-Builder's and all subcontractor's job cost accounting records and live files maintained on their job cost accounting system, to include cost codes, job cost variance reports with back charge cost codes and claims cost codes and accumulated costs shown. BGPAA may in its discretion have a third party consultant review and use a copy of the data file for the job cost accounting system in the evaluation of any claims or disputed change orders, to then be returned to Design-Builder or subcontractor.

GC-62. PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. BGPAA Information: Design-Builder understands and agrees that, in performance of this Agreement, Design-Builder may have access to private or confidential information that may be owned or controlled by the BGPAA and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the BGPAA. Design-Builder agrees that all information disclosed by the BGPAA to Design-Builder shall be held in confidence and used only in performance of this Agreement. Design-Builder shall exercise the same standard of care to protect such information as a reasonably prudent Design-Builder would to protect its own proprietary data.

- B. Design-Builder Information: The parties understand that all the material provided or produced under the Agreement may be subject to the CPRA, and that in the event of a request to the Authority for disclosure of such information, the Authority shall advise Design-Builder of such request in order to give Design-Builder the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the Authority will tender all such material to the court for judicial determination of the issue of disclosure and Design-Builder may intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. Design-Builder shall defend, indemnify, and save and hold harmless the Authority, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Design-Builder's intervention to protect and assert its claims of privilege against disclosure under this Article including prompt reimbursement to the Authority of all reasonable attorney fees, costs and damages that the Authority may incur directly or may be ordered to pay by such court.
- C. Unless expressly agreed otherwise by BGPAA in writing, all Deliverables (including but not limited to all drawings, documents, specifications, plans, reports, BIM model, statistics and data) and any other information in any form prepared by or provided to Design-Builder in connection with this Agreement (collectively, "Program Data") are property of the BGPAA and are confidential. Design-Builder expressly agrees that, except as specifically authorized by BGPAA in writing or as may be required by law, Program Data will be made available only to BGPAA, and, on a need-to-know basis, Design-Builder's employees and subcontractors. Design-Builder acknowledges that Program Data may contain information vital to the security of the Airports. Design-Builder shall take utmost precaution/measure while sharing information with its subcontractor, and shall do so on a need-to-know basis only, even while working on the Program. If Design-Builder fails to comply with this section, Design-Builder will be liable for the reasonable costs of actions taken by the BGPAA, the airlines, the FAA, or the TSA that the applicable entity reasonably incurs in good faith as a result of such failure, including without limitation, the design and construction of improvements, procurement and installation of security devices, and posting of guards. Design-Builder and its subcontractors shall store all the information gathered as part of this Program in a secure and safe place during and/or after the performance of this Agreement.
- D. If Design-Builder is presented with a subpoena or a request by an administrative agency regarding any Program Data which may be in Design-Builder's possession by reason of this Agreement, Design-Builder must immediately give notice to the Executive Director and to BGPAA Counsel, with the understanding that the BGPAA will have the opportunity to contest such process by any means available to it before any Program Data are submitted to any court, administrative agency, or other third party. Design-Builder, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

WARRANTIES

GC-63. WARRANTIES

- A. All Work shall be warranted by Design-Builder against defective workmanship and materials for the warranty period specified elsewhere in the Contract or one (1) year after the date of Final Acceptance or Beneficial Occupancy of the Project by BGPAA, whichever is later. Neither Final Acceptance nor the final payment nor any provision in the Contract Documents shall relieve Design-Builder of responsibility for faulty material or quality of Work. Design-Builder shall replace or repair any such defective Work in a manner satisfactory to BGPAA, after notice to do so from BGPAA and within the time specified in the notice.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Design-Builder of warranty on work that incorporates products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Design-Builder.
- C. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- D. Reinstatement of Warranty: When work covered by warranty has failed and been corrected by replacement or rebuilding, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.
- E. Replacement Cost: Upon determination that work covered by warranty has failed, replace or rebuild work to acceptable condition complying with requirements of Contract Documents. Design-Builder is responsible for cost of replacing or rebuilding defective work regardless of whether BGPAA has benefited from use of work through portion of its anticipated useful service life.
- F. Warranty for labor and materials required by the Contract Documents shall have their warranty period begin on the date of Final Acceptance or Beneficial Occupancy of the Project, whichever comes later, for a period of one (1) year. Design-Builder shall provide any and all technical support necessary to provide oversight, training and coordination of BGPAA or Airport personnel who perform the maintenance for installations performed under these specifications such that the Warranty durations specified in those sections and elsewhere in the Contract Documents will not begin until Final Acceptance of all work required by the Contract. All arrangements required to be made with any supplier shall be made by Design-Builder.

- G. Design-Builder shall replace or repair any such defective work in a manner satisfactory to BGPAA and in accordance with the Contract Documents, after notice to do so from BGPAA and within the time specified in the notice.
- H. Expressed warranties made to BGPAA are in addition to implied warranties and shall not limit duties, obligations, rights, and remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitations on time in which BGPAA can enforce such other duties, obligations, rights, or remedies.
- I. Expressed warranties made to BGPAA shall not deprive BGPAA of other rights BGPAA may have under other provisions of Contract Documents and are in addition to and run concurrent with other warranties made by Design-Builder under requirements of Contract Documents.
- J. Rejection of Warranties: BGPAA reserves right to reject warranties and to limit selection to products with warranties not in conflict with requirements of Contract Documents.
- K. Where Contract Documents require special warranty, or similar commitment on work or part of work, BGPAA reserves right to refuse to accept work, until Design-Builder presents written evidence that entities required to countersign such commitments have done so or are willing to do so.
- L. Warranty Submittals: Submit written warranties to BGPAA prior to date certified for substantial Completion. If Certificate of Substantial Completion designates commencement date for warranties other than date of Substantial Completion for work, or designated portion of work, submit written warranties upon request of BGPAA.
 - 1. When a designated portion of work is completed and occupied or used by BGPAA, by separate agreement with Design-Builder during construction period, submit properly executed warranties to BGPAA within fifteen (15) days of completion of that designated portion of work.
- M. When Contract Documents require Design-Builder, or Design-Builder and Subcontractor, to execute special warranty, prepare written document that contains appropriate terms and identification, ready for execution by required parties. Submit draft to BGPAA, for approval prior to final execution.
 - 1. Refer to other sections for specific content requirements and particular requirements for submitting special warranties.
- N. Form of Submittal: At Final Completion compile two (2) copies of each required warranty properly executed by Design-Builder, or by Design-Builder, subcontractor, supplier, or manufacturer. Organize warranty documents into orderly sequence based on table of contents of Project Manual. Design-Builder shall serve as the single point of contact for submission of all warranty documentation.

ADMINISTRATIVE REQUIREMENTS

GC-64. BGPAA ADMINISTRATIVE REQUIREMENTS

Design-Builder's certifications submitted with its Administrative Requirements Proposal are hereby made a part of this Agreement as if they were set out verbatim and in full herein. Design-Builder re-affirms its representations to the BGPAA as being valid as of the date of this Agreement.

GC-65. DEVELOPMENT AGREEMENT

Design-Builder shall comply with the terms of the Development Agreement. A copy of the Development Agreement is included within the Contract Documents, or available on the BGPAA website elevateBUR.com.

GC-66. BUSINESS TAX REGISTRATION

- A. Design-Builder represents that it has registered its business with the City of Burbank and has obtained, and presently holds a Business Tax Registration Certificate, or a Business Tax Exemption Number.
- B. Design-Builder shall maintain, or obtain as necessary, all such Certificates required of it under such Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

GC-67. INSURANCE

- A. Design-Builder shall procure at its expense, and keep in effect at all times during the term of this Agreement the standard minimum insurance requirements as set forth in the Administrative Requirements.
- B. The specified insurance (except for Workers' Compensation and Professional Liability) shall also, either by provisions in the policies, by BGPAA's own endorsement form or by other endorsement attached to such policies, include and insure the Indemnitees, as insured's, against the areas of risk described in this Section as respects Design-Builder's acts or omissions arising out of the performance of this Agreement, Design-Builder's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Design-Builder at the Airport.

- C. Waiver of Subrogation. For commercial general liability insurance, Workers' Compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against BGPAA for Losses arising from activities and operations of Design-Builder insured in the performance of Services under this Agreement.
- D. Each specified insurance policy (other than Workers' Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this 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." Additionally, Design-Builder's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the BGPAA assumed by Design-Builder under this Agreement.
- E. All such insurance shall be primary and noncontributing with any other insurance held by the Indemnitees where liability arises out of, or results from, the acts or omissions of Design-Builder, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Design-Builder.
- F. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director, based upon the nature of Design-Builder's operations and the type of insurance involved.
- G. BGPAA shall have no liability for any premiums charged for such coverage(s). The inclusion of the Indemnitees as additional insured's, is not intended to, and shall not, make them, or any of them, a partner or joint venture of Design-Builder in its operations at the Airport.
- H. In the event Design-Builder fails to furnish BGPAA evidence of insurance, or to maintain the insurance as required under this Section, BGPAA, upon 10 days' prior written notice to Design-Builder of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Design-Builder, and Design-Builder agrees to promptly reimburse BGPAA for the cost thereof, plus 15% for administrative costs.
- I. At least 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 BGPAA. If any such coverage is cancelled or reduced, Design-Builder shall, within 15 days of such cancellation or reduction of coverage, file with BGPAA evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.

- J. Design-Builder shall provide proof of all specified insurance and related requirements to BGPAA either by production of the actual insurance policy (ies), by use of BGPAA's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverage's shall be filed with BGPAA prior to Design-Builder performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of such carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and Design-Builder provide actual, written notice (by Certified Mail) to the BGPAA at least 30 days prior to the effective date thereof.
- K. BGPAA and Design-Builder agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Agreement by the Executive Director, who may thereafter require Design-Builder to adjust the amount(s) of insurance coverage(s) to whatever amount(s) Executive Director deems to be adequate. BGPAA reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.
- L. BGPAA staff are without authority to limit or prejudice insurance coverage, rights of subrogation, warranties, indemnities, or any losses or damages or liabilities covered by any policy of insurance maintained by Design-Builder or subcontractors of any tier, absent a writing signed by BGPAA and signed as approved as to form by BGPAA's Counsel. The sole exception to this limit regards negotiated deducts for changed, compromised or defective work, which shall be deemed to exclude from their scope any losses or unknown liabilities resulting there from, and waivers of subrogation if set forth in the contract requirements.
- M. Under no circumstances shall BGPAA be deemed to have agreed, expressly or impliedly, by Change Order or communication or otherwise, to have in any manner agreed to impair or prejudice insurance coverage or liabilities or losses caused by Design-Builder otherwise subject to insurance coverage under any policy of insurance held by Design-Builder or its subcontractors, sub consultants or suppliers of any tier. Any such impairment or prejudice shall be invalid unless in writing signed by BGPAA and Design-Builder, and signed as approved as to form by BGPAA's Counsel. The sole exceptions to this preclusion are waivers of subrogation that may be specified from time to time in the Contract Documents.
- N. The BGPAA and Design-Builder waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. BGPAA or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, subcontractors, and sub-subcontractors.

GC-68. ANTITRUST CLAIMS

By entering into this Agreement, Design-Builder offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and professions Code) arising from purchases of goods, services, or material pursuant to the public works contract. Design-Builder shall include in each subcontract a provision corresponding to the forgoing, binding the subcontractor to offer and agree to assign to BGPAA such rights, title and interest held by such subcontractor. The assignment shall be made and become effective at the time the awarding body tenders final payment to Design-Builder without further acknowledgment by the parties.

END OF GENERAL CONDITIONS

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EXHIBIT H
Project Requirements

(attached)

EXHIBIT H

(RFP E22-03 ATTACHMENT C-3)

BGPAA DESIGN-BUILD PROJECT REQUIREMENTS

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**PROJECT REQUIREMENT
PR – 01 – SCOPE OF WORK****A. GENERAL**

The Design-Builder shall be required to provide complete Design Services, Pre-

construction Services and Construction Work, and to furnish all labor, materials, and equipment necessary and reasonable to complete the entire contemplated Work in accordance with Burbank-Glendale-Pasadena Airport Authority (BGPAA)'s requirements, and the terms of this Agreement. The Work includes final planning, design, construction documents, permitting, labor, material, tools, supervision, tools, incidentals, services, testing, inspection, commissioning building and systems, information technology, systems integration and activation, regulatory requirements and all necessary general conditions, that may be reasonably inferred.

The Design-Builder shall maintain a team that is experienced and technically proficient to work collaboratively with BGPAA staff, other consultants and stakeholders.

The design must meet all functional requirements, reinforce and complement the architectural vision of the Airport.

The Design-Builder in undertaking the execution of all or any part of the Work is required to perform, construct, and complete the same in a thorough, satisfactory, and skillful manner in accordance with the provisions of the Contract Documents.

1. SUMMARY SCOPE OF WORK

- a. The following is a general description of the project only. A Project Definition Manual and supporting documents will be supplied to the Design-Builder.

b. **Background of the Replacement Passenger Terminal (RPT) Program**

The Airport is a medium hub airport located approximately 12 miles north of Downtown Los Angeles, serving the greater Los Angeles metropolitan area. The Airport is the closest metro L.A. area airport to the majority of L.A.'s most popular tourist destinations, as well as attractions in Burbank and nearby Glendale and Pasadena. In 2019, the Airport served 5.26 million passengers, up from 4.7 million passengers in 2018. In 2021, the Airport served 3.7 million passengers. The Airport offers daily flights from 10 commercial airlines: Southwest, United, Delta, Alaska, American, JetBlue, Spirit, Frontier, Avelo and Flair. The Airport also has two fixed-base operators, Million Air - Burbank and Atlantic Aviation. Commercial domestic flights operate out of a passenger terminal with 14 common use gates.

The Authority, owner/operator of the Airport, is a joint powers agency formed by the Cities of Burbank, Glendale, and Pasadena. The Authority is governed by a nine-member Commission, composed of three appointees from each of these cities.

The existing passenger terminal building consists of 14 common use aircraft gates and limited passenger amenities in a 232,000 square foot building. It does not meet current FAA standards for lateral separation from the adjacent runways. Correction of this situation necessitates that the existing passenger terminal building be replaced and demolished thereby creating the opportunity to correct the functional deficiencies associated with the terminal relative to more modern airport terminal facilities. Meeting current FAA runway safety standards is the key motivation for the Authority.

A replacement passenger terminal (RPT) with 14 common use aircraft gates in a 355,000 square foot building, together with the associated support components such as roadways, parking structure, and other support facilities, has been defined programmatically and has been environmentally reviewed pursuant to the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

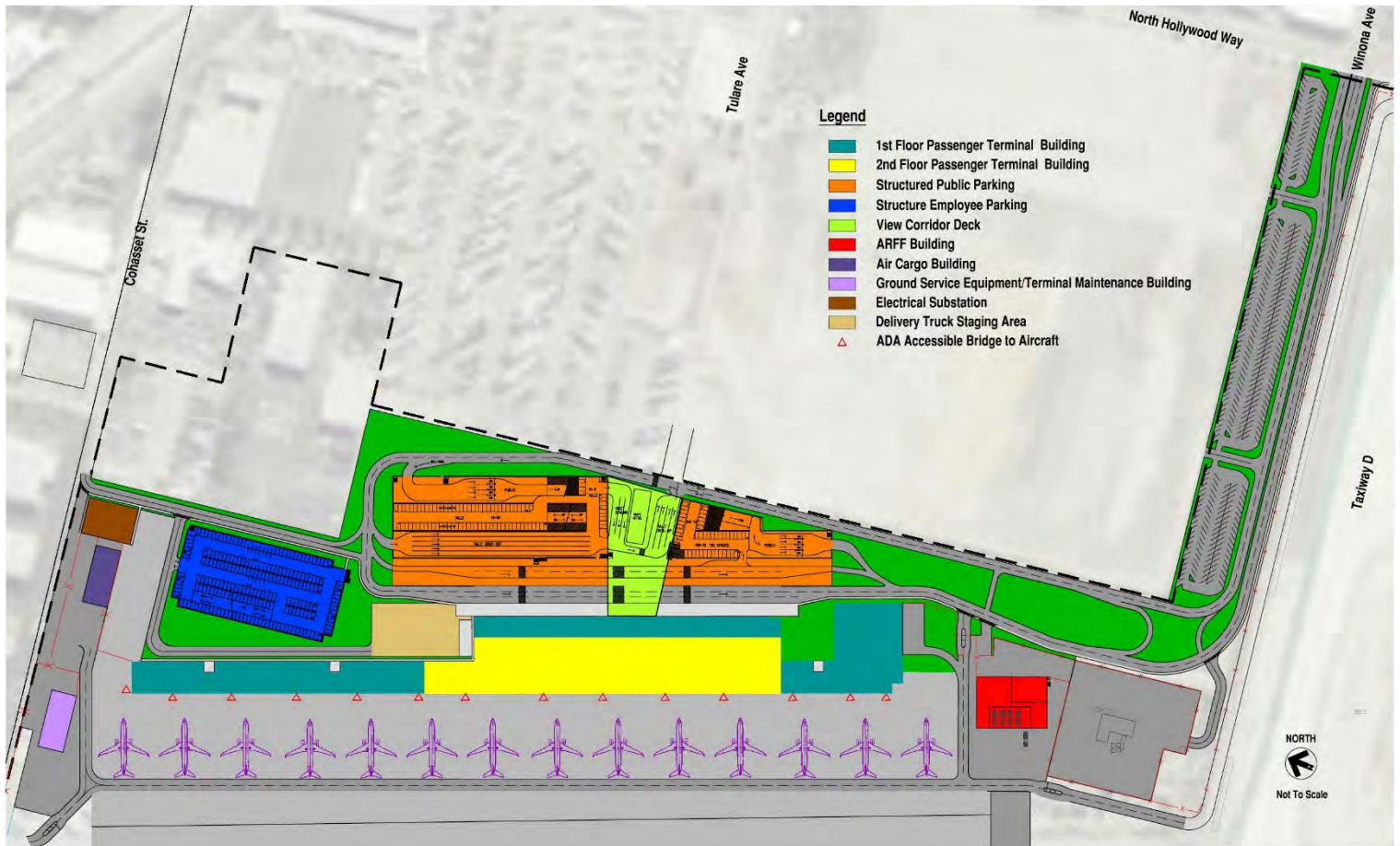
c. **Objectives of the RPT Project**

The eleven project objectives set forth in the “Purpose and Need” section of the Environmental Impact Statement (EIS) are:

1. Enhance airport safety by building a RPT that meets FAA airport design standards.
2. Build a RPT that meets California seismic safety design standards.
3. Consolidate passenger and baggage screening functions to meet TSA security requirements more efficiently.
4. Build a RPT that meets ADA standards.
5. Build a RPT that consolidates air facilities (including passenger, tenant, and Authority facilities) into a single terminal building.
6. Provide a new, modern, energy efficient passenger terminal with no change in the number of gates or in the total number of public parking spaces for commercial passengers.
7. Provide an economical and cost-effective facility for the Airport tenants that use the passenger terminal.
8. Provide a RPT with a level of convenience that is equivalent to or exceeds that of the existing passenger terminal.
9. Provide a distinctive passenger terminal that enhances the community image and sense of place.
10. Provide intermodal connectivity between the RPT and the various fixed rail and bus options located near the Airport.
11. Improve the airfield to maximize the safety and efficiency of aircraft movements on the ground.

d) **RPT Project Site and Overview of Components**

The figure below presents the basic elements of the RPT Project:



Key Components of the RPT Project include the following, which are further described in the following sections:

1. The Replacement Terminal Building
2. Roadway Improvements
3. Parking Structure(s)
4. Support Facilities
5. Airfield Improvements
6. Utilities Improvements
7. Demolition of Existing Terminal and Parking Structure A

It is important that the design of the follow project elements represents a common architectural vocabulary representing an intentional cohesive visual experience.

1. The Replacement Terminal Building

The Replacement Terminal building is the most important architectural element on the RPT project. The terminal will include 14 aircraft design group III gates. Each of the 14 gates must be capable of accommodating any design group III aircraft. Under the DA between the Authority and the City of Burbank the building is constrained to 355,000. The building will include a partial basement level and a largely enclosed concourse level. Required functions within the building are more defined within the PDM.

As part of the planning for this project, a series of public design charrettes were held to solicit input from the community with respect to both the form and function of the building. Seven themes emerged from the various design charrettes. These themes are:

1.0 Simplicity, Convenience, and Ease of Use

- 1.1 Make ingress and egress as easy as possible
- 1.2 Create attractive and comfortable lounge areas
- 1.3 Maximize accessibility for all users
- 1.4 Make it easy to navigate in and around the terminal
- 1.5 Provide diverse and convenient food options
- 1.6 Make it family-friendly, child-friendly, and pet-friendly

2.0 Openness and Transparency

- 2.1 Maximize use of natural light to illuminate the terminal
- 2.2 Create an open air feeling

3.0 Human Scale

- 3.1 Draw upon natural and native colors from the surrounding landscape
- 3.2 Create a comfortable, inviting, and homey feel

4.0 Green Design

- 4.1 Achieve LEED certification
- 4.2 Use sustainable building materials
- 4.3 Plant native vegetation

5.0 Quality, Authentic, Iconic, Structure

- 5.1 Reflect the identity of Burbank and the surrounding region
- 5.2 Reflect some aspect of the architectural and cultural history of the area
- 5.3 Include public art installations

6.0 Aircraft Connection

- 6.1 Embrace the aviation industry and its history
- 6.2 Provide observation areas

7.0 Reflections of Classic Hollywood Style

- 7.1 Celebrate the entertainment industry
- 7.2 Consider use of themed gates

The above seven themes are intended to inform the final architectural form and function of the replacement terminal building.

2. Roadway Improvements

The project includes the design and construction of new access roadways to the new terminal and parking facilities. The primary surface access point will be south and east of the terminal site at the intersection of N. Hollywood Way across from Winona Ave. The access roadway will run west from N. Hollywood Way parallel to the security fence along Taxiway D. The road will turn north to provide access to the public and employee parking and the terminal. A secondary access point will be near the intersection of Cohasset Street just west of Lockheed Drive.

3. Parking Structure(s)

The project includes the design and construction of a new 3,180 stall parking garage with Valet Center, and a new 600 space surface lot for employees. The parking structure will be located immediately to the east of the new terminal building.

4. Support Facilities

Support facilities include a new 8,000 square foot air cargo building and a new 8,000 square foot ground service equipment/terminal maintenance building. These new facilities will be located north of the new terminal near Cohasset Street.

5. Airfield Improvements

The project includes airfield improvements consisting primarily of a new aircraft apron supporting the new terminal with a pushout zone and connections to taxiway A.

6. Utilities Improvements

Site Utilities: The RPT project site extends across an area that contains various subsurface and above ground utility lines and facilities. The RPT project will include the provision of utilities to serve the proposed new facilities, including domestic water, fire suppression water, reclaimed water, sanitary sewer, high temp and chilled water, storm drain, natural gas, electrical, and communications. In compliance with the BGPAA Sustainability Guidelines, the RPT project will meet the energy efficiency and water efficiency and conservation requirements of the California Green Building Code.

7. Demolish Existing Terminal

The existing terminal and parking structure A must be demolished within 12 months of the day the new terminal is placed into operations.

B. SCOPE OF WORK OVERVIEW

1. Phase 1 – Notice to Proceed

- a. Within two weeks after issuance of the Phase 1, Notice to Proceed the Design-Builder shall submit its complete team of proposed engineers and consultants for BGPAA's review and approval. The Design-Builder will work with BGPAA to identify design subcontractors to support the project design efforts. The Design-Builder shall make every effort to comply with the 18% DBE goal in the procurement of engineers and consultants.
- b. Prior to commencing work, and at a specific time and place to be determined by BGPAA, meet with the BGPAA Team for a post award kickoff meeting. The goals of the kickoff meeting are:

To integrate the Design-Builder and BGPAA into the project team

- To achieve consensus from the project team on any issues and concerns remaining following the completion of the award of the contract
- To confirm requirements of the Scope of Work are understood
- To establish and explain policies and procedures for completion of a successful design
- To establish the expectations of the project Milestone Schedule and a Preliminary Schedule
- To establish the expectations of the ongoing Cost Estimates
- To establish clear lines of communication and points of contact for BGPAA and Design-Builder team members

- The Design-Builder, Architect and Civil Engineer's key personnel as shown on the Resource Loaded Staffing Plan Form shall attend the kickoff meeting.
- Following the kickoff meeting, the Design-Builder shall organize and lead a Biweekly (every other week) Project update meeting throughout the duration of the contract, in addition to other meetings required by the Contract Documents and Project Requirement for "Project Management, Coordination & Meetings".

c. Design to Budget

- 1) BGPAA has set a Design To Budget of ~~\$715,000,000~~~~\$696,000,000~~ for the RPT Project. The Design To Budget is an estimate of the cost of construction inclusive of 4.5 percent design evolution and 8 percent escalation to the mid-point of construction.
- 2) The Design To Budget established for this RPT Project is subject to revisions by BGPAA for Allowance items and changed work.
- 3) Within the first 45 days after NTP the Design-Builder will verify the Design To Budget established by BGPAA. The Design To Budget verification will be presented using a cost component framework similar to the table at the end of PR-01. The final Design To Budget cost component framework format must be reviewed and agreed to by BGPAA prior to design commencing. The purpose of this initial budget analysis is to validate sufficiency of the Design To Budget to deliver the RPT project. The Design-Builder shall identify areas where budget values are insufficient. The Design-Builder shall work collaboratively with BGPAA to reduce costs to meet the Design To Budget.
- 4) The Design to Budget will be the framework/benchmark to which the monthly cost estimates are measured. All changes from the Design to Budget allocations will require agreement by BGPAA.
- 5) The Design-Builder shall be responsible for updating the project construction cost estimate throughout the development of the drawings at BGPAA's requests. Many of these estimates may be on specific Design to Budget allocations to ensure the design is developing and maintaining expected quality standards. Cost estimates will be updated monthly at a minimum.
- 6) The initial Design to Budget cost components will be consistent with a level of information as defined in the Uniformat II – Level 2. (See Table at the end of PR "Scope of Work", Design to Budget Cost Component format.)
- 7) Construction estimates will be developed utilizing the following tools:
 - a) Level 4 - Uniformat II, and
 - b) 5D Costing of Federated BIM Model.

- 8) Design-Builder will increase the level of cost estimate detail as the project progresses. BGPAA will direct how soon after the Design to Budget is validated that future cost estimates must increase the level of information included. The Basis of Design cost estimate must utilize a Level 3, Unifomat II and correlating 5 D BIM model.
- 9) BGPAA allowances are at the sole discretion of BGPAA. See the Project Requirement for “Allowances” and requirements.
- 10) BGPAA will retain a cost team throughout the project to evaluate cost developed or proposed by the Design-Builder.
- 11) Preliminary Schedule:

Within 15 days of the Phase 1 NTP the Design-Builder shall prepare and submit a preliminary schedule for the execution of the Work for BGPAA review and response. The schedule shall include activities planned up to 180 days after the “Verify Design to Budget” milestone and provide a level 1 master schedule for the entire project, including the dates when BGPAA information and approvals are required to enable Design-Builder to achieve the Contract Time(s). Within 30 days of the “Verify Design to Budget” milestone, Design-Builder shall prepare and submit a baseline schedule for the entirety of Phase 1 work and a CPM Level 2 Schedule for the entire Project.
- 12) All preliminary and baseline schedule dates must provide adequate time for BGPAA review and opportunities for discussing additional options. This is particularly important during the conceptual design and development of project interiors.
- 13) The schedule shall be developed and revised as required by conditions and progress of the Work and as indicated in the contract, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- 14) The CPM schedule shall be developed and completely integrated with the BIM 4D model.

d. Conceptual Design

The conceptual design is intended to convey the architectural form and the overall function of the terminal and parking structure.

The Design-Builder will incorporate the principals of Safety by Design throughout the design process, from Conceptual Design through 100% CDs.

- 1) The development of the conceptual Design ~~(BOD)~~ will commence within 14 days of NTP.
- 2) During the conceptual design phase of the project BGPAA will work collaboratively with the Design-Builder Team to develop the Project per the Scope of Work Project Description and Project Definition manual.
- 3) During the development of the conceptual design, the Design-Builder will generate a minimum of three architectural design concepts for BGPAA to evaluate, make recommendations and changes.
- 4) The Design-Builder shall facilitate the process of narrowing the three concepts to one approved concept through an iterative process, multiple iterations will be required. The final approved iteration will be carried through to a BOD submittal.
- 5) The conceptual design will detail the layout, adjacencies, and square footage of all terminal functions for departing and arriving passengers including ticketing, outbound baggage (drop off and security screening), passenger security screening, concessions, holdrooms, inbound baggage claim, restroom facilities, airline, and Authority office space.
- 6) The Design-Builder shall be responsible for generating a total of 25 photo realistic renderings for evaluation of the three design concepts during the concept phase of the project.

e. Basis of Design

- 1) Development of the BOD will be tracked to the Design to Budget allocations through the Monthly cost estimates and any decisions that would change the cost allocations within the Design to Budget will require review and approval by BGPAA. There may be value engineering of some building systems or elements which could result in budget trade-offs, any such changes will require BGPAA approval.
- 2) The Design-Builder shall design the structure of the RPT using a Performance Based Engineering methodology, with a performance level of 'Immediate Occupancy' as defined by ASCE 41. An independent peer review team, selected by, paid for, and accountable to BGPAA will be required during the entire design process.

- 3) The Design-Builder shall work collaboratively with BGPAA to detail the functional requirements of the project and the expectations of use and operation as they relate to the systems to be designed, constructed and commissioned.
- 4) The Design-Builder shall provide a narrative describing the functional and aesthetic design of the RPT, the systems to be commissioned and outline any design or cost assumptions that are not otherwise included in the design documents.
- 5) The Design-Builder shall provide a preliminary design of the utilities on site, carefully evaluating all existing conditions to determine where relocations and modifications to site utilities or features need to occur to incorporate the design.
- 6) The Design-Builder shall provide a narrative sequence of operation for each system or sub-system.
- 7) The Design-Builder shall provide a detailed Site Logistics and Phasing Plan.
- 8) The Design-Builder shall update the detailed construction schedule to confirm Project delivery within any stipulated milestones.
- 9) The Design-Builder shall participate in BOD Review sessions with BGPAA and its consultants prior to the development of the drawings and outline specifications. The Design-Builder shall be responsible for scheduling and coordinating the participation in these meetings. The deliverables are defined in the Scope of Work, and shall include Project Criteria, Performance Criteria and Concept Drawings.

f. Thirty Percent (30%) Documents

- 1) The Design-Builder shall submit a 30% Package according to the requirements and the list of deliverables described in this PR1 Scope of Work and provide a presentation to BGPAA on date of delivery. BGPAA will lead an internal review of the submittal.
- 2) Once the reviews are complete and the design approved, the Design-Builder will receive a 30% Design Conditional Review Response Letter.

g. Subcontractor Bids at 30% Documents

- 1) After BGPAA's review and acceptance of 30% documents, the Design-Builder may, at no additional cost to BGPAA, obtain Subcontractor GMP bids for the following trades as authorized by BGPAA:
 - Steel
 - Shoring/Foundation
 - Exterior Enclosure (Curtain Wall and other systems).
 - Mechanical (Wet and Dry)
 - Electrical
 - Vertical Transportation (Elevators/Escalators/Stairs)
 - Site Preparation
- 2) If bids are obtained early the Design-Builder will utilize a two phase contract with the Subcontractors for these trades to assist with completion of the design and drawings.
- 3) Phase 1 of the Subcontractors' contract shall be for assistance with development of construction documents, providing systems and product information/drawings and preconstruction services; and Phase 2 of the Subcontractor's contract shall coincide with Phase 2 of the Design-Builder's GMP and contract for completion of the drawings, project specifications and construction.
- 4) The Engineers of Record selected by the Design-Builder prior to the Phase 1, NTP shall not be replaced by any work or services provided by the Subcontractors.
- 5) The Subcontractor's bid shall consist of the following parts:
 - a) Phase 1 – Preconstruction services and development of project drawings as directed by the Design-Builder,
 - b) Phase 2 - 1) Completion of drawings, project manual and specifications, 2) Materials and Labor to execute the Construction Work.
- 6) The Subcontractor's bid will be rolled into the Design-Builder's GMP for Phase 2 Work.
- 7) Upon review of the bids by BGPAA the Design-Builder shall award Phase 1 of the Subcontractor's bid.
- 8) The Design-Builder shall reconcile the Subcontractor's bid to the Design to Budget and demonstrate to BGPAA that the Subcontractor selection is in the best interest of the Project.

- 9) Design-Builder shall follow the requirements in the project General Conditions regarding the pre-qualification, advertise, selection and buy-out of Design-Builder Subcontractors.

h. Sixty Percent (60%) Documents

- 1) The Design-Builder shall submit a 60% Package according to the list of deliverables described in this PR1 and provide a presentation to the BGPAA on date of delivery. The package shall address the concerns and conditions outlined in the 30% Conditional Response Letter. BGPAA will lead an internal review of the submittal.
- 2) The Design-Builder shall provide to BGPAA an updated model of existing and proposed conditions for review in the 60% package.
- 3) Once this review is complete, the Design-Builder will receive a 60% Progress Response Letter.

i. Negotiate Guaranteed Maximum Price (GMP)

- 1) The Design-Builder shall be responsible for establishing the GMP within the Design to Budget allocations. It is not anticipated that the GMP will be adjusted after Phase 2 is awarded.
- 2) BGPAA will develop a parallel estimate which will be used to reconcile and negotiate the GMP to be approved by the BGPAA Commission.
- 3) Should BGPAA and the Design-Builder not be able to reach an agreement on the GMP, BGPAA may use the work products produced to date to complete the Project.

j. Pre-Construction Services

- 1) The Design-Builder shall provide Pre-Construction Phase Services upon issuance of the Phase 1 Design/Pre-Construction NTP as defined in the Contract Documents.
- 2) The Design-Builder shall provide dedicated Key Personnel and support staff at the start of Pre-Construction Services and continuing throughout the Project as necessary to complete all Pre-Construction Services. The Design-Builder's Key Personnel shall be on-site and dedicated to the Project to meet those tasks required in the Contract Documents.

- 3) Immediately upon issuance of the Phase 1 NTP authorization of Pre-Construction Services, the Design-Builder shall thoroughly review and become fully familiar with the Project scope, requirements and constraints, including:
 - a) The goals and objectives of the Project;
 - b) Development and management of the Design to Budget requirements;
 - c) Required project design quality standards;
 - d) Required project construction quality standards and requirements;
 - e) Development of a design management plan;
 - f) The needs and requirements of BGPAA and other Project participants;
 - g) The program and program criteria, BGPAA design standards and any associated information or materials to develop the BOD;
 - h) The Project Site, and available records, the DCH, specifications, local conditions and all related limitations and constraints;
 - i) The scheduling assumptions and constraints;
 - j) Coordination of Co-Location arrangements.
- 4) After issuance of the Phase 1 NTP, the Design-Builder shall meet with BGPAA to determine the roles and responsibilities of the participating parties and prepare organization charts reflecting roles and responsibilities that reflect changes and augmentations discussed from the proposal organizational structure.
- 5) The services provided by the Design-Builder are intended to be provided in a collaborative project team environment. The Design-Builder is required to be engaged in the Project Design and Construction Document development process working with BGPAA. The Design-Builder shall collaborate, advise, assist, estimate, schedule, and provide recommendations to members of project team on the design and construction aspects of the Project.
- 6) The Design-Builder shall provide services and tasks which include the Work described below during the Pre-Construction Phase.
 - a) Mobilization
 - (i) The Design-Builder shall mobilize their key personnel and approved resources, for attendance at all Project meetings.
 - (ii) During the Pre-Construction phase the Design-Builder's team will co-locate in the Design-Builder's facilities at the Project dedicated space on or near the airport to provide timely, effective decision making, to improve Project cost effectiveness, focus on risk mitigation, maintaining project schedule, ensuring design and construction quality and minimize rework.

b) Verification of Field Conditions

The Design-Builder shall assume full responsibility for verifying and documenting the existing field conditions. See the Contract Document regarding verification of subsurface facilities. The Design-Builder shall create, maintain and provide to BGPAA a Model of existing and proposed conditions for review and provide an updated Model in all subsequent submittals. All files shall be provided to BGPAA in both their native and PDF formats.

c) Development of the Guaranteed Maximum Price (GMP) or Component Guaranteed Maximum Price (CGMP).

- (i) BGPAA will require a GMP for the Project no later than the 60% Design stage. However, BGPAA may authorize the Design-Builder to proceed with some early packages in order to meet the Project Schedule. If early packages are issued, the CGMP process will be followed.
- (ii) BGPAA will issue a request to the Design-Builder to establish the GMP or CGMP Proposal for the complete Project or for the Work Package(s). Design-Builder shall deliver to BGPAA a proposed GMP or CGMP Proposal, with a detailed estimate prepared by the Design-Builder which shall be reviewed by BGPAA before being deemed to be adequately supported. Each GMP or CGMP proposal shall also include the information in the format specified in **PR-04**.

d) Design, Constructability Review and Value Engineering Review.

- (i) Design-Builder shall provide a list of value engineering (VE) suggestions, with a detailed analysis of BGPAA selected items. As part of the constructability review, Design-Builder will prepare a list of possible VE items, discuss these with BGPAA and agree on which items will receive more detailed analysis. Design-Builder, working with BGPAA, when requested by BGPAA, will perform more detailed analysis of the selected items to include analysis of alternative methods, systems, materials, equipment or designs feasible to complete the construction at the lowest reasonable construction costs while achieving BGPAA's program objectives.
- (ii) Design-Builder will evaluate opportunities to improve maintainability and sustainability and reduce lifecycle costs and energy use.

e) Cost Estimating and Reporting

- (i) The Design-Builder shall provide cost estimating throughout the Pre-Construction (Monthly) and Construction Phases. The Design-Builder shall utilize an electronic data-base program to research and store the pricing of the various construction items. All estimates will build off and reconcile to the initial Design to Budget that was developed in the first 45 days of Phase 1 NTP. The estimates developed by the Design-Builder at each design milestone (30%, 60%, 90%, and 100%) in addition to the bi-weekly estimates of the Project may be used by BGPAA to obligate the Design-Builder to a GMP or CGMP. All cost estimates shall be open book estimates.
- (ii) The Design-Builder shall submit to BGPAA, for its review and approval, a Preliminary Construction Estimate based on the design concepts and on the design documents as they are developed by the Design-Builder for the GMP or each CGMP. These estimates are anticipated at various stages of the Design Development. The estimate will be the basis for developing the budget and other planning functions.
- (iii) The Design-Builder shall work with BGPAA's cost estimators in reconciling methods and information sources for the pricing of construction elements. As estimates are developed, the Design-Builder shall develop a system to manage and organize the various estimates utilizing the Work Breakdown Structure (WBS), Uniformat 2 Level 4 and BIM 5D.
- (iv) The Design-Builder shall develop an overall Project budget based upon the Pre-Construction "Design to Budget" preliminary Work Packages and preliminary GMP or CGMP estimates for incorporation into the Master Summary Schedule.
- (v) Once construction is authorized the Design-Builder shall provide a monthly budget progress report/buy-out report with their request for payment summarizing the Work accomplished in the month for which the request is being submitted, the forecast cost to complete, a summary of the pending and authorized GMP or CGMP adjustments, Work planned for the following month, progress percentage complete of Work deliverables, current status per budget line item, variances and any deviations from the overall total project budget.

f) Development of Work Packages

- (i) Upon authorization of construction, the Design-Builder shall be responsible for coordinating with BGPAA the sequencing, assembly, scope definition and preparation of Work Packages. The Design-Builder shall review all information for individual packages in order to assure that all items as indicated in Work Package Documents, including coordination of details and coordination of Subcontractor Work, are included in the Work Package. The Design-Builder shall prepare the Work Packages, identify elements of uncertainty or risk prior to procurement in order to eliminate conflicts, duplications and omissions and mitigate exposure to bidding error. Design-Builder shall prepare Work Packages to assure that Subcontractor scope does not overlap or duplicate Design-Builder's scope or scope of another Subcontractor, and if such should be determined subsequently, then a deductive change shall issue by BGPAA.
- (ii) The Design-Builder shall assemble Work Packages in a complete, coordinated and cost effective manner. Design-Builder shall prepare all necessary design documents and arrange for printing, binding, wrapping and delivery of bid documents to potential Subcontractors, including Work Package Documents. Design-Builder may only issue the Work Packages for bidding after it has reviewed and quality checked the Work Package.
- (iii) The Design-Builder shall segregate Work Packages containing Work for which federal funding will be applied from non-federally funded Work. BGPAA will provide the Design-Builder the breakdown of federal and non-federal funded Work.
- (iii) No Work Packages will be released without BGPAA review and approval.

g) Pre-Construction Evaluation Reports

- (i) Following the authorization of pre-construction services the Design-Builder shall provide BGPAA with a Pre-Construction Packaging Evaluation Report. The report shall include:
 - (a) A budget cost estimate for the project and each Trade Package option considered as a basis for bid and GMP or CGMP evaluation;
 - (b) Preliminary Construction Schedule;
 - (c) Design-Builder's constructability recommendations including construction phasing and traffic control;

- (d) Any identified opportunities for increased efficiency and/or innovation;
 - (e) Material recommendations and risks due to inflation or supply-chain issues.
 - (f) Design options review, including a comparison of the risks and benefits of the different design element types and their construction;
 - (g) Development of a Construction Packaging plan, including long lead procurement items;
 - (h) Any issues that, in the opinion of the Design-Builder, should be considered in the planning, management, or execution of the Project to maintain budget, schedule, scope and quality objectives.
- (ii) The Pre-Construction Packaging Evaluation Report shall be updated and submitted at least one week prior to the Monthly Meeting, or one week prior to Work Packages going out for bid. Recommendations and identification of issues concerning the project schedule, risk analysis and mitigation, and other required information should be updated based on the design development and changes to the Project known at the time of submittal of the report.

h) Project Schedule Development.

The Design-Builder shall develop, maintain and provide to BGPAA the approved Construction Schedule for the GMP or CGMP at least one week prior to the first bi-weekly meeting of the month.

i) Risk Management Plan

- (i) The Design-Builder shall prepare a Risk Management Plan that will include risk identification, allocation and mitigation based upon the Work Package. Risks to be addressed include costs, schedule and design/constructability risks, or any matter that affects the execution of the Project, its timing or costs. The Design-Builder shall work with BGPAA to review and update the preliminary list of construction-related risks. The Design-Builder shall conduct a construction risk analysis workshop to develop a Construction Risk Matrix that:
 - (a) Lists the related program risks;
 - (b) Creates a qualitative ranking of the risks most critical to overall program performance;

- (c) Identifies the quantitative effect of the critical risks on the achievement of program schedule and budget;
 - (d) Includes research and development of documents and materials on topics specific to the risks and issues on the Project; and
 - (e) Proposes a risk reduction strategy.
 - (ii) The Design-Builder shall update the Risk Management Plan and submit to BGPAA with the GMP or each CGMP package and then monthly at least one week prior to the bi-weekly Project Update Meeting or Work Packages going out to bid.
- j) Permitting Plan – Project Requirements.

Permitting and the permitting plan are conditioned upon obtaining Project approval pursuant to the required environmental review. The Design-Builder shall prepare a permitting plan for the GMP or each CGMP, in conjunction with BGPAA, to evaluate the required permits for the execution of the construction. The permitting plan shall identify timelines, required information and packaging approval and signature cycles for each permit. The plan shall include a spreadsheet summarizing all the permits, intermediate steps, submittal deadlines and signature deadlines as well as comments on progress. This plan shall be provided with the Pre-Construction Evaluation Report prepared for the 30% Design Package review and thereafter updated and submitted to BGPAA with each CGMP, and then monthly at least one week prior to the bi-weekly Project Update Meeting.

k) Quality Control Project Requirements

- (i) The Design-Builder shall submit within 15 days of Phase 1 NTP a Quality Control Program for the design and preconstruction services. The Design-Builder shall ensure that all design and construction comply with the QC Program and all procured materials conform to plans, technical specifications and any other requirements, whether manufactured by the Design-Builder or procured from Subcontractors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Contract Documents, the Design-Builder shall assume full responsibility for the QC Program.

- (ii) The Design-Builder shall be responsible for all activities necessary to manage, control, and document work so as to ensure compliance with the QC Program and Contract Documents. The Design-Builder's responsibilities include ensuring adequate quality control services are provided for work accomplished on and off-site by its organization, pre-inspection of work prior to calling for inspection, coordination with suppliers, Subcontractors, technical laboratories and consultants. The work activities include safety, submittal management, and all other functions relating to the requirement for quality construction.
- (iii) The Design-Builder shall establish a necessary level of control that will:
 - (a) Adequately provide for the production of acceptable quality materials.
 - (b) Provide sufficient information to BGPAA to ensure that the specification requirements are being met.
 - (c) Work with BGPAA Commissioning Team to schedule and perform the Start-up, Testing and Training in accordance with the Building Activation and Commissioning Plan.
 - (d) Achieve an average inspection success ratio that exceeds 95% success on first time inspections.

l) Industry Outreach, Trade Participation and Bid Research.

The Design-Builder shall perform sufficient Industry Outreach to ensure that adequate Trade Participation as required by this Agreement occurs for each Work Package. Design-Builder shall also conduct Bid Research to determine that bids were reasonable as well as responsive to the Work Package.

m) Development of a Subcontracting Plan

The Design-Builder shall develop and submit to BGPAA a subcontracting plan that addresses all the Subcontractor required elements of this Agreement and of a small business subcontracting plan, as well as how the Design-Builder plans to meet those criteria.

n) Development of Construction Work Plan

- (i) The Design-Builder shall develop and submit to BGPAA a Construction Work Plan which shall address and document the Quality Control Plan and the following information:
- (a) The traffic control and staging required to execute the Work;
 - (b) Construction Disruption Mitigation Analysis, which includes coordination of airfield safety, logistics and airport / airline operations;
 - (c) Field office needs;
 - (d) Plans and actions taken to comply with environmental requirements and permits;
 - (e) Parking and business requirements during construction;
 - (f) Staging areas for construction equipment and material storage and protection;
 - (g) Use of and access to public roadways;
 - (h) Coordination of Work and communication of construction activities with BGPAA regarding airlines, tenants and other stakeholders including utility disruptions;
 - (i) Protection of private and public properties, including lease properties on the airport site;
 - (j) Dust/dirt/debris mitigation;
 - (k) Temporary erosion control;
 - (l) Storm water drainage management;
 - (m) Vibration control and monitoring;
 - (n) Temporary facilities;
 - (o) 3rd party coordination with utilities and other entities;
 - (p) Construction zone accommodation of vehicular and aircraft traffic including:
 - (q) Signage;
 - (r) Work hours (including number of shifts and weekends);
 - (s) Temporary road closures or detours;
 - (t) Maintenance of vehicle service roads, taxiways/taxi lanes and aprons during construction;
 - (u) Emergency vehicle provisions;
 - (v) Maintenance of access to all properties;
 - (w) Public and worker health and safety protection;
 - (x) Security and maintenance of construction work zones;
 - (y) BGPAA Sustainability Guidelines.

o) Project Manual – Project Requirements

During the Pre-Construction Phase, the Design-Builder shall prepare a Project Manual, to be reviewed and approved by BGPAA, which documents the Design-Builder's procedures for processing, reviewing, and tracking submittals, Requests for Information, quality control deficiencies, change orders, GMP or CGMPs, CGMP Revisions, document control, pay applications, closeout and punch-list tracking, record drawings documentation, O&M manuals, testing and training, Subcontractor and supplier reviews and approvals, invoices, and other administrative functions that interface with BGPAA.

p) Environmental and Sustainability Plans- Project Requirements

The Design-Builder shall develop and submit to BGPAA an Environmental and Sustainability Plan that details the methods to be used by the Design-Builder to meet the environmental and sustainability requirements of the contract.

q) Project Records

- (i) Design-Builder shall maintain all Project Records of Design and Pre-Construction Phase Services so that they include this Agreement and all Project reporting, test results, survey records, engineering computations, assumptions, working drawings, submittals, meeting minutes, correspondence, including by not limited to RFIs, memos, transmittals, notes and other written materials generated in the course of performing the Work identified in the Contract Documents for each Work Package on the Project.
- (ii) BGPAA is in the process of developing a PMIS. Design-Builder shall use the identified program as an Electronic Data Management System (EDMS) for the submittal, tracking, retrieval, and storage of all Project Records and deliverables, specifically RFIs and submittals.

2. **Phase 2 – Notice to Proceed**

a. **Completion of Drawings and Specifications**

- 1) The Design-Builder shall submit a 90% Design Package according to the Scope of Work requirements in this PR-1 and provide a presentation to the BGPAA on date of delivery. This package shall address the concerns and conditions outlined in the 30% Conditional Response Letter and 60% Progress Response. BGPAA will lead an internal review of the submittal with input from the. Once this review is complete, the Design-Builder shall receive a 90% Progress Response Letter. When the 90% BGPAA review comments have been incorporated the Construction Documents can be submitted to City of Burbank Building & Safety (BBS). The reviews are based on the DCH provided by BGPAA for all construction projects. The Design-Builder shall provide to BGPAA an updated Model of existing and proposed conditions in the 90% Design Package.
- 2) The next submittal required is the 100% review. The Design-Builder shall submit and provide a presentation to the BGPAA Project Approval Team of the 100% Conformed documents on date of delivery that incorporate the comments and conditions set forth by BGPAA in the 30%, 60%, and 90% reviews that bear a stamp of approval from the BBS, have any other permits related to the Project, and reflect to the standards requirements of the DCH. The Design-Builder shall also submit a detailed trade by trade cost estimate with the 100% design package to verify that the project is still achievable within the GMP. The Design-Builder shall provide to BGPAA an updated Model of existing and proposed conditions in the 100% Package.
- 3) BGPAA will lead an internal review of the submittal with input from other key BGPAA divisions. The package will be evaluated to ensure all pre-requisite criteria, conditions, and comments have been met and satisfied.
- 4) BGPAA review of the construction documents shall be conducted in accordance with the approved Design-Builder's Baseline Schedule. Such review shall not relieve the Design-Builder from its responsibilities under the contract. Such review shall not be deemed an approval or waiver by BGPAA of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted by the Design-Builder and explicitly approved by BGPAA.
- 5) Inherent in a Design/Build project, the production and review of construction documents may be a continuing process with portions thereof completed at different times.

- 6) The Design-Builder shall submit completed packages of the Construction Documents for review by BGPAA and other jurisdictional authorities as indicated on the Design-Builder's Baseline Schedule. The Design-Builder shall schedule meetings with BGPAA to review the construction document packages. Meetings shall be scheduled so as not to delay the Work.
- 7) Design-Builder shall provide construction documents for potholing and site investigation, hazardous and/or toxic abatement efforts and demolition activity of sufficient clarity and detail, submitted to BGPAA for review.
- 8) Design-Builder shall submit traffic management plan and Storm Water management plans in accordance with government requirements.

b. Permits

- 1) The Design-Builder shall be responsible for fees assessed by BBS and other permitting agencies associated with plan check and issuance of building, demolition, and other construction permits required for the Project within the GMP.
- 2) The Design-Builder shall procure all permits, approvals, and licenses required, including Design Build services as specified in these contract documents, pay all charges and fees, and give all notices necessary. The Design-Builder shall procure all required permits, approvals, and licenses prior to the commencement of the related Work. The actual cost of the permits and licenses is covered by an Allowance and no additional payment shall be made for the incidental costs incurred in obtaining the permits and licenses or in conforming to the requirements thereof.
- 3) Design-Builder shall coordinate with BBS for off hours inspections. The Design-Builder shall be responsible for all Building & Safety personnel off hour charges beyond their normal work hours of 7AM to 3PM, Monday through Friday (holidays excluded). These off hours Building and Safety inspection personnel costs are estimated to be approximately \$150/hour (four hour minimum charge). The Design-Builder shall be also be responsible for all charges and expenses associated with all offsite shop or factory inspections as required.
- 4) The Design-Builder shall include time for the acquisition and processing of permits into the schedule. The Design-Builder shall allow 60 days for the processing and acquisition of the FAA 7460 Permit.
- 5) Plan checks and permit fees will be administered in accordance with the Project Requirements.

c. Construction

- 1) The Design-Builder shall provide all labor, materials, equipment, temporary utility services and facilities necessary to construct the entire Project as required by the Contract Documents, including:
 - a) Prepare an existing conditions survey of the all surrounding and adjacent properties, including streets and observable utilities, prior to the start of construction.
 - b) Design, construct and maintain for the entire duration of the Project all necessary improvements to be used as the Field Office for both the Design-Builder and BGPAA Project Management Teams.
- 2) Design-Builder shall provide continuous updates of the Project Record Drawings and Specifications, Design and Federated BIM Model, with all five BIM dimensions. Updated drawings and Specifications shall be submitted at not less than three month intervals.
- 3) Material Management Plan - Prepare a Plan for ordering materials and equipment and provide monthly Status Reports on status of procurement, fabrication and delivery.
- 4) The Design-Builder shall coordinate timing and scheduling of required administrative procedures and the development of design, construction documents and construction activities of other contractors to avoid conflicts and to ensure the orderly progress of the Work to ensure an on time completion.
- 5) Design-Builder and Subcontractor shall maintain a presence on the site through the completion of insuring startup of gate and concessions operations. Additional punch list or cleanup will be the Design-Builder's responsibility.
- 6) Design-Builder shall submit a Quarterly Sustainability Report to BGPAA that indicates the quantities of recycled materials used and other progress related to the Design-Builder's Sustainability Plan for the project.

d. Airfield Coordination

- 1) The Design-Builder shall comply at all times with any and all oral and/or written instructions by BGPAA regarding routes of travel to be used in moving personnel and/or materials to and from the Project Site. The deliveries of materials and removal of construction related debris may be required to be done at night. The Design-Builder shall work with BGPAA on the schedule of any night work that needs to be performed on BGPAA property.

- 2) The Design-Builder shall contact the Airport Police, regarding specific requirements for the operation of vehicles on airport property and for BGPAA 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 as directed by BGPAA. Employees shall be transported from there to the Project Site in vehicles provided and supervised by the Design-Builder. The Design-Builder shall follow BGPAA badging and driving instructions.
- 3) If driving on the airfield is necessary, 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 shall be applied to the front door panels. Magnetic or temporary signs are not acceptable. The name of the company shall be spelled out in letters no less than three inches high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Operations Manager.
- 4) Each vehicle or piece of equipment anywhere on the Airport that extends higher than 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 miles. This flag shall be three feet square overall and comprised of nine panels, each one being one foot square. The corner and center panels shall be international orange in color, and the remaining four panels shall be white.
- 5) Delivery vehicles, materials trucks, and heavy equipment shall enter and depart through a point designated by BGPAA. Except as otherwise directed or approved by BGPAA, vehicles in use on the Airport shall be confined to the Project Site. Only operators with current restricted area driving passes issued by the BGPAA Airport Police, will be permitted to operate vehicles in the AOA. When an operator does not have a current pass, a BGPAA authorized driver must escort the operator.
- 6) 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, with weather and traffic conditions being considered. No vehicle shall at any time be permitted to interfere with or endanger aircraft traffic.

- 7) Any airport security fencing to be relocated or installed is important to the security of the Airport. The Design-Builder shall schedule the Work to ensure security at all times. Any temporary openings in the airport security fence to facilitate access, relocation, and/or replacement shall be assigned full-time badged security guards at the Design-Builder's expense. At each gate or fence opening, the Design-Builder shall provide a minimum of three gate guards equipped with cell phones or radios, portable lights, and guard shack. The cost for security guards shall be considered incidental; therefore, no separate payment will be made and shall be included in the contract amount. At each gate or fence opening, the Design-Builder shall provide a minimum of three gate guards equipped with cell phones or radios, area lighting, portable flash lights, and guard shack.

e. Commissioning and Closeout

The Commissioning and Closeout process for BGPAA projects will be coordinated and managed by BGPAA's Commissioning and Close-Out Team. Responsibilities and requirements are specified the Project Requirements.

The Design-Builder shall provide an updated Model of the As-Built conditions and Record Drawings of the Project, including the native and PDF files for each linked model for BGPAA's review and approval. This shall be completed prior to Final Acceptance by BGPAA.

C. GENERAL PROVISIONS

1. Design

- a. The Design-Builder shall provide Design Services upon issuance of the Phase 1 Design/Pre-Construction NTP as defined in the Contract Documents.
- b. Design-Builder shall design, construct and commission the Project to be consistent with the Basis of Design.
 - 1) Based on the Contract Documents and any authorized modifications, Design-Builder shall prepare, deliver and submit for BGPAA's review and approval drawings, Project Manual, specifications, preliminary reports, calculations of sufficient detail to describe the specific design parameters of the Project, including the size, character and layout of the Project and its architectural elements, including structural components, mechanical systems, electrical systems, plumbing systems, materials and equipment as required by the Contract Documents.

- 2) Design-Builder shall carefully study and compare each of the Contract Documents with each other, with information furnished by BGPAA. Design-Builder shall promptly report in writing to BGPAA any errors, inconsistencies or omissions in or between any of those documents or applicable code requirements.
- 3) Design-Builder shall assume full responsibility for designing the Project and for producing Construction Documents, including drawings, Project Manual and specifications that are free from errors and omissions, that are adequate for construction, that comply with all applicable laws and regulations, and that are approved by all permitting authorities.
- 4) Design-Builder shall be responsible for the completeness, accuracy and constructability of all Construction Documents, including the drawings, specifications and material lists, in further compliance with all laws and permitting agency requirements.
- 5) Design-Builder shall prepare and deliver to BGPAA GMP cost estimates, design deliverable documents and status of the remaining work to be completed when design reaches the following completeness milestones:
 - a) Basis of Design
 - b) 30% Design
 - c) 60% Design (GMP for Phase 2 is established). This is in addition to the monthly cost estimates.
- 6) Design-Builder shall provide BGPAA with access to all hardcopy and electronic documents maintained by the Design-Builder throughout the course of the Project. Design-Builder shall deliver to BGPAA, if requested, in writing, any and all design materials, including calculations, preliminary drawings, illustrations, specifications, descriptions, mock-ups, samples and other information developed, prepared, furnished or delivered in the prosecution of the Work.
- 7) Design-Builder shall prepare the complete and final design for the Project. Design-Builder shall prepare construction documents that are complete, coordinated, accurate and constructible. As part of the Construction Documents, Design-Builder shall prepare and complete the specifications for the Project. Design-Builder shall coordinate the specification with BGPAA to insure that specified equipment for the Project is uniform and consistent with BGPAA's existing operations.
- 8) Design-Builder shall coordinate all Construction Documents, regardless of whether such documents were prepared by Design-Builder or by Subcontractors. If others have performed preliminary, schematic, or design development work, Design-Builder accepts full responsibility for that work, as if such work had been performed by Design-Builder itself.

- 9) Design-Builder shall be responsible for the completeness and accuracy of all drawings, specifications, and material lists, further compliance with all applicable laws and permitting agency requirements.
- 10) Design-Builder shall take all appropriate field measurements, verify all field conditions, and carefully compare such measurement and field conditions with the Contract Documents. Design-Builder shall implement a site-specific construction review process and provide evidence to BGPAA that such review has been performed.
- 11) Design-Builder shall develop and implement a quality control plan for the design phase of the Project, which shall include a quality assurance and quality control manual for the design and construction documents preparation work in accordance with the Quality Control PRs.
- 12) Design-Builder shall bear the costs for all internal plotting, printing, copying and distribution of documents prepared in connection with the Work, including design professionals, sub consultants, Subcontractors, etc.
- 13) During the design phase, the Design-Builder shall develop and implement a Project Procedures Manual to include design development meetings, monthly project status reports, safety program, schedule and budget control, and Quality Assurance/Quality Control. In addition, the Design-Builder shall:
 - a) Prepare calculations, design criteria and design basis manuals, QA/QC manuals, and drawings and specifications for the Project with all required utilities including ancillary and auxiliary equipment.
 - b) Timely identify and purchase long-lead items.
 - c) Attend Project design commencement, pre-construction and pre-activity meetings with BGPAA.
 - d) Incorporate the requirements of permitting agencies and the requirements of other regulatory authorities having jurisdiction over the Project during the course of the Project.
 - e) Apply for and secure all permits and provide all necessary reports, studies and support to obtain all Project permits.
 - f) Submit to BGPAA a list and narrative for all anticipated items requiring special inspections. Include Special Inspections on the Project Schedule and describe in the narrative any potential schedule impacts including concurrent work by trades.
 - g) Attend and participate in weekly progress meetings with BGPAA and its designated representatives and maintain the minutes of meetings as directed by BGPAA.

- h) Attend design submittal review sessions with BGPAA and reconcile review comments.
 - i) As requested by BGPAA, conduct technical review briefings on O&M submittals to insure manuals fulfill BGPAA requirements.
 - j) Design-Builder shall process and obtain all required plan and design calculation reviews (plan-check), approvals and building permits from all authorities having jurisdiction over the Project.
- 15) Design-Builder shall deliver to BGPAA all original licenses, permits and approvals obtained by Design-Builder in connection with the Work prior to the final payment pursuant to the Contract or upon termination of the Contract.
- 16) Design-Builder shall direct, manage, control and administer the construction of the Project and take all steps necessary to achieve strict compliance with the Contract Documents.
- 17) BGPAA's review and approval of interim design documents is for the purpose of mutually establishing a conformed set of construction documents that meet the requirements of the work. BGPAA's review and approval of any such design submittals and construction documents does not in any way transfer any design liability from Design-Builder to BGPAA.

2. **BGPAA Reviews**

- a. Each Phase of the Work is subject to review and approval by BGPAA as outlined in this exhibit. There are separate types of reviews: 1) Scope Compliance Review(s); and 2) Program Compliance Review(s). Various types of reviews will be used to determine Scope Compliance and Program Compliance: Peer Review, Shoulder to Shoulder and Building Permits, Codes, Regulatory Requirements and Independent Reviews. Once BGPAA has approved the Work, any item within such approved Work that the Design-Builder desires to subsequently change must be identified by Design-Builder in the form of a submittal identifying and requesting such change; and shall not be incorporated into the Work until written approval is received from BGPAA.
- b. The Design-Builder shall respond in writing to reviewer's comments. Response shall give specific details of how the comments were corrected or complied with or the reason why not. Answers such as "complied with" without a description of how comment was complied with are not acceptable.
- c. BGPAA's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither BGPAA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to BGPAA.

- d. Failure to address review comments from BGPAA does not relieve the Design Builder of the responsibility to address the comment before constructing the work.
- e. Code Compliance Review – the review conducted by regulatory agencies and governing entities to review the Documents to determine that it meets all Applicable Code Requirements.
- f. Scope Compliance Review – the review by BGPAA of the Documents to determine that the requirements of the BOD, 30%, 60%, 90%, 100% and Contract Documents, other than elements covered by the Code Compliance Review, are met.
- g. BGPAA Design approval, BGPAA requires submittal of Design and Construction Document sets for review at Conceptual Design, BOD, 30%, 60%, 90%, and 100% per the BGPAA Project Approval Team (PAT). PAT reviews and approvals will require 21 days per submission. Resubmissions may be required if information is not fully developed or incomplete. Phased submittals that are consistent with the Baseline Schedules for Phases 1 and 2 are acceptable.
- h. All changes from the contract documents that the Design-Builder desires to make in any Phase must be identified as such to BGPAA.

3. **Peer Review**

- a. The term “Peer Reviewer” shall mean entity hired by BGPAA that is licensed in California as an engineer or architect (as applicable) and is experienced in the type of scope and work being performed by the Design-Builder.
- b. The Peer Review shall be in parallel with the BGPAA review described above. The Peer Review team shall review submittals for drawing completeness, functional and operational performance, major coordination between disciplines, aesthetics and Fit for Use issues. The Peer Review team will document its comments in the form of marked-up drawings and spreadsheets using software agreed to by BGPAA and the Design-Builder and discuss its finding in a page turn session with the Design-Builder. The review cycle shall consist of a primary review of the document submittal and a back-check of the Design-Builder’s responses.
- c. The Design/Build team shall work collaboratively with the BGPAA peer reviewers, addressing each concern and exploring reasonable options for project efficiency, sustainability, operations or project program in each phase of the project.
- d. The Design-Builder and the BGPAA peer reviewers will participate and work collaboratively in the shoulder-to-shoulder reviews.

4. Building Permits, Codes, Regulatory Requirements, and Independent Review(s)

- a. The Design-Builder is responsible for all costs and delays associated with correction notices and stop work orders due to the Design-Builder not constructing the Project as required in the Contract Documents.
- b. The Design-Builder shall perform the Work in accordance with the requirements of the latest edition of City Building Codes and all other applicable laws, even though such requirements are not specifically mentioned in the Specifications or shown on the Drawings.
- c. When the Work required by the Contract Documents is in conflict with any such law, the Design-Builder shall immediately notify BGPAA and request review. The Design-Builder shall not proceed with the Work until so instructed by BGPAA.
- d. Building Permit and City of Burbank Department of Building and Safety (BBS)
 - 1) Design-Builder is responsible for obtaining the Building Permit and Certificate of Occupancy.
 - 2) The permitting authority is BBS which has all the responsibility inherent in that authority including Permit Inspection.
 - 3) BGPAA will conduct its own inspections independent of BBS. In conducting these inspections, BGPAA does not substitute for Building Inspections by the Permitting Authority.
- e. Design-Builder shall take all actions in a timely manner to obtain such approvals or permits so as not to delay completion of the Work beyond the Contract Time. Design-Builder shall include all costs and consider the time required to obtain approvals or permits in the Contract GMP.
- f. Internal and External Review(s). Independent Review(s) will be conducted by BGPAA on the Work: These reviews include:
 - 1) Architectural
 - 2) Civil
 - 3) Apron Layout (Aircraft and GSE)
 - 4) Structural/Seismic
 - 5) Mechanical
 - 6) Plumbing
 - 7) Electrical, (Including impact of BWP Electrical Design for the Building)
 - 8) Elevators, Escalator, Passenger Conveyance Systems and Materials Management Systems
 - 9) Passenger Boarding Bridges
 - 10) Cost

- 11) Fire/Code
- 12) Hardscape
- 13) Acoustics
- 14) Special Equipment /Low Voltage/IT /Integration
- 15) Commissioning
- 16) FAA, Fueling and other regulatory requirements
- 17) Baggage Handling and Screening
- 18) Security
- 19) Concessions
- 20) Security Circulation Design
- 21) Artwork Integration
- 22) Signage/Wayfinding

- g. Design-Builder shall be responsible for incorporating revisions requested by reviewers. Design-Builder shall coordinate with BGPAA prior to incorporating such revisions. BGPAA will direct the Design-Builder on how to coordinate with each Review(er). Meetings may also be required of the Design-Builder with Reviewers.

5. **Shoulder-to-Shoulder Review Process**

- a. The Shoulder-to-Shoulder review process shall be implemented in an effort to enhance and accelerate the review and approval process of submittal documents required during the Drawing Development, Construction, and Commissioning.
 - b. The Shoulder-to-Shoulder review process consists of multiple (more frequent) live and active workshops involving all decision makers (Design-Builder, Design Professionals; Architect and Engineers of Record, Subcontractors, Specialty Contractors, Specialty Consultants, BGPAA employees, consultants and peer reviewers) where real-time decisions and approvals are accomplished. The Design-Builder shall be responsible for staffing Shoulder-to-Shoulder review sessions with key personnel from the appropriate design disciplines to accommodate timely approvals.
 - c. Throughout the process, trust, respect, and guidelines for open communication and agreement are established. This allows for a productive integrated team, positive performance outcomes, cost savings, reduction in overall design and construction schedule.

d. Goals and Objectives

- 1) Integrate the entire project team:
 - a) Establish clear lines of communication and points of contact for the entire project team. project team shall consist of, but is not limited to Design-BUILDER, Design Professionals, Architect and Engineers of Record, Subcontractors, Specialty Contractors, Specialty Consultants, BGPAA, BGPAA-employed Consultants, and BGPAA Representatives.
 - b) Schedule Shoulder-to-Shoulder workshops through the duration of the project (Reviews may be scheduled at milestones tied to the baseline schedule – more frequent reviews may occur with larger complex packages).
 - c) Co-locate key personnel at appropriate facilities.
- 2) Establish and agree on goals and objectives of a successful design:
 - a) Promote an environment of cooperation, teamwork, and discussion to develop the best solution of the project within the limits of the project scope and budget.
- 3) Confirm and approve Project requirements post Phase 2 – NTP.
 - a) Resolve outstanding issues concerning the Design-BUILDER's Work.
 - b) Gain insight from the user(s) into what works and what doesn't (user(s) shall give meaningful feedback and not delay decisions).
- 4) Scope and Code Compliance Review:
 - a) BGPAA and BGPAA-employed consultants shall confirm or reject building systems or assemblies.
 - b) Mark up drawings, specs and/or cut sheets:
 - (i) Place review comments directly on the documents (comments should be made in red and be legible).
 - (ii) Scan and upload documents onto web-based document management system to be accessed by all parties authorized by BGPAA.
 - c) Identify submittals in the submittal schedule not anticipated to be addressed in the specifications.

6. **Energy Analysis Requirements**

- a. Design-Builder shall design in accordance with Project Definition Manual. Design-Builder shall submit specific certification to BGPAA as required by California Code of Regulations, Title 24, Part 6, California Energy Code. In addition, Design-Builder shall comply with BGPAA requirements.
- b. Provide a single complete building envelope, mechanical and lighting compliance as a single analysis for each building as part of the Design Analysis. The Design-Builder shall provide a performance computer program, such as Energy Pro, to show compliance. Include the BWP utilities form. Compliance sheets do not need to be shown on the drawings.

7. **Specification Format**

A complete set of project specifications are required. Specifications shall follow the standards listed in the Project Requirements. Design-Builder shall review the sample specifications and determine the extent to which the various sections and paragraphs are applicable and the extent to which modifications are required. Where, in the opinion of Design-Builder, modifications in either format or terminology are required, Design-Builder shall mark the modifications in the specifications for BGPAA attention and review. The specifications are not intended to limit Design-Builder's discretion to specify products, materials, or construction methods and procedures. The provisions of the specifications established by BGPAA shall not diminish from Design-Builder's responsibility to prepare the Construction Documents.

8. **Coordination Drawings**

- a. Coordination Drawings: Prepare coordination drawings that reflect B I M - coordinated construction standards included in different Sections of the Contract Documents and facilitate efficient and orderly installation of each part of the Work. Also coordination drawings shall be produced as required by the Project Requirements, which requires a comprehensive clash detection and resolution effort involving the Design-Builder's Design team and the various Subcontractors. Coordination drawings depend on each other for proper installation, connection, and operation, and shall be used to show the locations of components and work in each work area, delineated by trade and system. Coordination Drawings are in addition to the Shop Drawings, Product Data, and Samples required in the Project requirements for Submittal Procedures.
 - 1) Requirement for submittal of coordination drawings include:
 - a) Separate layers shall be prepared for all equipment, systems and types of work including the following:
 - b) Ductwork, diffuser locations, mechanical piping, mechanical equipment, plumbing, and automatic temperature control.
 - c) Sprinkler System.

- d) Electrical, lighting layouts, speaker layout, sound masking system, emergency lighting, and exit signs.
 - e) All exposed to public view ceiling and wall mounted devices.
 - f) All ceiling and wall access panels.
 - g) Escalator pits.
 - h) Meter locations.
 - i) Major Shut-off valves.
 - j) 400 Hz Electrical System.
 - k) PC-Air System.
 - l) Reflected ceiling plans, including ceiling access panels.
 - m) Piping and Electrical Distribution.
 - n) Security/ACAMS.
 - o) Passenger loading bridges.
 - p) CCTV.
 - q) Telecommunications.
 - r) Interconnecting chilled and heating hot water piping to each terminal and building.
 - s) All piping within the terminal, pipe supports, anchors, expansion joints and valves.
 - t) All underground piping and equipment.
 - u) All mechanical and plumbing equipment, including HVAC.
 - v) All building related structures, facades, rooms, walls, doors, and ceilings.
 - w) All lights and electrical equipment.
 - x) All Life Fire Safety devices including panels, speakers, horns, exit signage and FEC.
 - y) All structural steel and cast-in-place and pre-cast panels.
- b. Coordination drawings shall be prepared based on the Project Requirements for "Virtual Design & Construction (VDC), Building Information Model" and transmitted promptly and in conformance with the Design-Builder's approved CPM construction schedule. Coordination drawings must be approved by BGPAA prior to performing the associated Work.
 - c. Prior to monthly payments, BGPAA shall review the Design-Builder's coordination drawings to verify that all revisions are up-to-date. In the event the Design-Builder's coordination drawings are not updated, BGPAA may withhold the monthly payment until the coordination drawings have been revised to reflect the correct information.

- d. The Design-Builder shall develop and package coordination drawings per area.
- e. Coordination drawings shall reflect scheduling of construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- f. Coordination drawings shall reflect BIM coordinated installation of different components with other Design-Builders to ensure maximum accessibility for required maintenance, service, and repair.
- g. Coordination drawings shall reflect adequate provisions to accommodate terms scheduled for later installation.
- h. Coordination drawings shall reflect, where availability of space is limited, coordinated installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

9. **Interior and Exterior Finishes Review**

- a. Design-Builder shall revise and update the materials/color schedule and materials boards, which were prepared during the 30% and 60% Submittals and updated during the 90% and 100% Submittals, as necessary to reflect the products that have been submitted by Design-Builder and approved for use on the Project.
- b. During the (BOD) phase, 30% and 60% Submittals, the Design-Builder will work collaboratively with BGPAA to develop project interior and concession concepts. The schedule for developing interiors will be developed within the first 30 days after the NTP of Phase 1. Budget for specific interior finishes are included in the Design to Budget as allowances and utilization of these allowances will require approval by BGPAA.
- c. The Design-Builder will generate a minimum of three design concepts and colors schemes and material pallets for BGPAA to evaluate, make recommendations and changes.
- d. It is anticipated that the process to narrow the three concepts to one approved concept will be iterative and multiple iterations will be required. **The final approved iteration will be carried through to the 60% submittal and GMP.**
- e. The Design-Builder will be responsible for generating 45 photo realistic renderings for evaluation of the designs during the concept/BOD phase thru 60% drawings of the project.
- f. Development of the interiors will be tracked to the Design to Budget allocations and any special allowances; any decisions that would change the cost allocations will require review and approval by BGPAA.

- g. Detail the functional requirements of the interiors, concessions, and other interior spaces for the expectations of travelers, airlines, and operations as they relate to the design, construction and commissioning of all systems and functions.
- h. Provide a narrative describing the design of all spaces, traveler flow, casework/millwork, concessions, etc. that are not included in the design documents.

10. **Concessions**

- a. The Design-Builder shall provide the necessary infrastructure and utility services for each discipline to support the concessions tenant improvement build out performed by others.
 - 1) Design-Builder is responsible to coordinate requirements for all tenant furnished equipment, and accessories.
 - 2) Ensure space is sized, fitted out, prepared, and equipped to receive furnished products.
 - 3) Review dimensions, weights, utility requirements of products and equipment; coordinate final design for locations and facilitate function and use.
 - 4) Provide adequate plumbing, HVAC, power and data connections and convenient locations to support use and function of equipment, and support operations.
 - 5) Review product literature and ensure proper service access and replacement access is provided.
 - 6) Review and provide all seismic requirements for all equipment.
 - 7) Provide backing and reinforcing as required for final anchorage and secure mounting.
 - 8) Design shall facilitate all equipment.
 - 9) Provide accessories, adapters, fittings, hardware, electrical connections, switching, data connections, valves at points of connections, duct stub-outs and dampers, bracing, supports, anchorage, and backing required for a complete installation.
- b. This work includes providing head-in equipment such as air handling units, exhaust fans, grease exhaust riser fans and ductwork, ductwork distribution, underground sanitary waste, sanitary vent, floor drains, floor sinks, trap primers, domestic hot water heaters, hot and cold water distribution, main electrical switchboard, electrical panels, fire alarm, fire protection, etc. Provide utility and building systems design and installation to support development of concession spaces as developed in the Basis of Design documents.

- 1) Work includes all front of house (supply drop-off), back of house (concession storage), service elevators, trash compactors and other facilities requirements.
 - c. A professional Concessions and Food Service consultant is required to be part of the design team for the Project. There is a minimum expectation these functions of the building program shall be designed to function at the highest level.
 - d. The Design-Builder shall summarize the above information in a Tenant Guideline Document. This document shall define the maximum ceiling height for the various concession / tenant spaces. Design-Builder shall design the primary utilities to allow tenants to achieve this ceiling height using conventional TI construction.
11. **Construction, Testing & Inspection, QA/QC, Warranties and Commissioning**
- a. Upon 60% completion of Design and approval of GMP by the BGPAA Commission, a NTP will be issued for the Phase 2 – Completion of Construction Documents and Specifications and Construction Services. Once the Design-Builder has been issued the Phase 2 NTP, the Design-Builder shall manage, supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for all design issues, construction means, methods, techniques, sequences, and procedures and shall sequence and coordinate all portions of the Work in accordance with the Contract Documents. The Design-Builder shall manage, supervise and direct the work of its Subcontractors and coordinate the Work with the activities and responsibilities of BGPAA to complete the Project in accordance with the Contract Documents.
 - b. The Design-Builder shall coordinate its Work and the work of all Design-Builder personnel, suppliers, and Subcontractors. Such coordination shall include the preparation of appropriate coordination drawings as BGPAA may require from time to time. Design-Builder shall not delegate its responsibility to coordinate any or all Work.
 - c. Construction Management Services
 - 1) The Design-Builder shall provide dedicated, on-site Key Personnel and support staff continuing throughout the Construction Phase to complete the Project. The Key Personnel shall be on-site and dedicated to the project and meet those tasks required in the Contract Documents.
 - 2) The Contract shall implement all requirements of the Contract Documents.

d. The Design-Builder shall provide the following services and tasks during Construction:

1) Cost Estimate for Work Packages

The Design-Builder shall prepare open book cost estimates, including Work sequence, for Work Packages utilizing pricing from suppliers, Subcontractors, and from experiential data bases. The Design-Builder shall calculate and present quantities of units, costs of units, and associated overhead mark up to develop the value of each Work Package. The level of detail of the estimates will be dependent on the complexity of the Work, design completion, and input from BGPAA to determine the final estimate format. The Design-Builder shall provide during the Construction Phase, at a minimum, costs estimates at 90% and 100% design or as requested by BGPAA.

2) Maintenance of the Construction Work Plan

The Design-Builder shall maintain the Construction Work Plan that was developed during the Pre-Construction Phase and approved by BGPAA. The maintenance of the Construction Work Plan shall include performing all the services submitted in the Plan detailed in Pre-Construction Services.

3) Buy-out Reports

a) Cost Management/Buyout Reporting

- (i) The Design-Builder shall implement a plan to manage costs in a manner that allows traceability of costs to the Schedule of Values line items and the budget corresponding to the activities in the Contract Schedule. At least monthly, Design-Builder shall submit a report to BGPAA showing deviations from the budget and the plan to address those deviations.
- (ii) In tracking costs for construction elements, the Design-Builder shall develop a data base that may be used in the pricing of future changes to the Work.
- (iii) The Design-Builder shall provide BGPAA with access to its accounting records regarding Project construction costs consistent with the "Audits and Records" provision of the General Conditions.

4) Project Schedule Maintenance

The Design-Builder shall maintain and update the approved Construction Schedule and the corresponding 4D BIM information reflecting all progress and/or changes.

5) Project Records

- a) Design-Builder shall maintain all Project Records during the Construction phase so that they include this Agreement and all project reporting, test results, survey records, engineering computations, assumptions, working drawings, meeting minutes, correspondence, memos, transmittals, notes and other written materials generated in the course of performing the Work identified in the Contract Documents for each Work Package on the Project.
- b) Design-Builder shall use Prolog as an Electronic Data Management System (EDMS) for the submittal, tracking, retrieval, and storage of all Project Records and deliverables.

6) Sustainability and Building Commissioning

- a) The BGPAA Commissioning Team will provide the commissioning plan framework in accordance with BGPAA Sustainability Goals. The Design-Builder shall work with the BGPAA Commissioning Team to develop the commissioning plan and incorporate the elements of the Commissioning Plan and schedule into the elements of Work under the control of the Design-Builder. The Design-Builder shall become familiar with the design intent for each of the relevant building systems (including airport/aircraft support systems and infrastructure) and equipment and incorporate the established critical performance criteria into all of the Work.
- b) The Design-Builder shall ensure that all necessary documentation required in the Sustainability standard is provided to the Commissioning Team in a timely manner. The project must be compliant with BGPAA's goals.
- c) The Design-Builder shall refer and comply with the Project Requirements.

7) Cost Management

- a) At least monthly, Design-Builder shall submit a report to BGPAA showing deviations from the budget and the plan to address those deviations.
- b) In tracking costs for construction elements, the Design-Builder shall develop a data base that may be used in the pricing of future changes to the Work.
- c) The Design-Builder shall provide BGPAA with access to its accounting records regarding Project construction costs consistent with the "Audits and Records" provision of the General Conditions.

- d) Design-Builder shall continuously maintain BIM 5D information as a tool for cost information to support cost management plans.

8) Project Close Out

Design-Builder shall close out all punch list activities and close-out all related documents in compliance with Project Requirements.

12. **Mock-Ups**

Project mockups, including both in-place (type 1) and independent structures (type 2) mockups, are required as part of the Design-Builder's QC program to establish acceptable level of finishes, assembly of materials, construction quality control and performance of materials and assemblies (water, air penetration, drift, deflection, etc.). The Design-Builder is required to develop a mockup plan and schedule as required in Project Requirements. The Design-Builder shall submit a preliminary list of both type 1 and type 2 mockups for the Design to Budget, to include at a minimum an integrated exterior mockup and a sample concourse with boarding and waiting area mockup including seating, check-in counters etc., in addition to all other mockups necessary to establish project quality. The mockup list will be further developed by the Design-Builder with input from BGPAA during the Basis of Design.

13. **Building Information Modeling (BIM)**

The Design-Builder shall develop and utilize a fully developed and coordinated BIM model for project design and for communication with BGPAA, presentation of design concepts and proposals, coordinated drawings between all disciplines, and shall provide state of the art constructability, and increased productivity. See Project Requirements for additional requirements.

- a. The BIM model shall include as minimum the following information:
 - 1) Existing conditions;
 - 2) Building Design and Development;
 - 3) 3D Viewing of both Exterior and Interior with surfaces;
 - 4) Civil (tunnels, aprons, fueling, site utilities, PBBs, etc.)
 - 5) Design and Construction Model reviews by BGPAA during design and construction;
 - 6) Energy and Building Envelope Analysis;
 - 7) 3D Coordination;
 - 8) 4D Modeling/Phasing;
 - 9) 5D Modeling / Cost Estimation;
 - 10) Integration with GIS Systems.

- b. Model in its most current revision shall be posted weekly or most current milestone revision shall be available and accessible for review by BGPAA at all times without Design-Builder assistance.
- c. Changes to the design or construction drawings requested by BGPAA or due to changed conditions shall be incorporated into the model within 14 days.

14. **Co-Location**

- a. The Co-Location Program at BGPAA is a proven project enhancement supporting design-build collaboration and processes, and is a project requirement. The Co-Location Facility is the center of operation for the project planning, design, engineering, construction, and inspection, which brings together share-holders and entities under one roof in a unifying fashion. The intent of the co-location is to provide timely, effective decision making, to improve project cost effectiveness, focus on risk mitigation, maintaining project schedule, insuring design and construction quality and minimize rework.
- b. The Co-Location Facility brings the design-build team and BGPAA staff to a central shared location.
- c. During project startup the Design and Construction team will co-locate in the Design-Builder's temporary facilities.
 - 1) **Staffing and Participation:** The Design-Builder is required to develop a staffing plan for participation in the project Co-Location to execute the activities and tasks required to support the project schedule. The staffing plan shall optimize the Co-Location partnership efforts and enhance the project delivery method throughout each level of development of the design, construction, and commissioning phases. (The Design-Builder must provide proper staffing throughout the Project.)
 - 2) Staffing levels and application of technical expertise shall be reviewed and approved with BGPAA to ensure that staffing complements the flow of work and matches the required man-power and technical ability required for management, oversight and performance of the tasks required to support the project goals and schedule milestones.
 - 3) **On-site Decision Making:** The Design-Builder is required to maintain Co-Location staff with the required skills, competency, experience, and seniority necessary to manage the daily work-force activities and provide problem solving and decision making in a timely manner.
 - a) On-site staff must have the experience and technical ability to daily respond to develop the project design, respond to all design issues, construction RFIs, field coordination, develop project cost and evaluate cost impacts, develop and maintain BIM model, develop and maintain project schedule, etc.

- b) Design professionals shall be present to both develop and oversee the design processes, and to provide ongoing support for field coordination and construction support.
 - c) The Co-Location Program requires Job-site trailer staffing with design professionals and specialty Design-Builders present and available for daily meetings at the Co-Location Facility.
 - d) Creating time delays, work stoppages, and slow response times by performing off-site coordination and decision making by senior staff is not acceptable.
- d. Minimum Co-Location Facility staffing requirements:
- 1) Design-Builder Firm:
 - a) All Key Staff listed in the staffing plan,
 - b) All staff required to implement the project to the schedule.
 - 2) Architectural Design Firm:
 - a) All Key Staff listed in the staffing plan,
 - b) All staff required to implement the project to the schedule.
 - 3) Engineers and other design and team consulting professionals.
 - a) All key staff on the project, this includes the Engineer of Record.
 - b) All staff required to implement the project schedule.
 - 4) BGPAA:

The number of staff in each of these positions will be determined by BGPAA.

 - a) Project Manager
 - b) Assistant Project Managers
 - c) Quality Assurance
 - d) Inspection
 - e) BIM Manager
 - f) Special Inspection
 - g) Document Control
 - h) Document Manager
 - i) Office Support

- 5) Minimum Job-site Trailer staffing requirements: (for each Subcontractor).
 - a) Engineer of Record for all Disciplines
 - b) Senior Design Engineers
 - c) Designers/Drafters
 - d) Specialty Subcontractor Project Manager
 - e) Specialty Subcontractor Designers/Drafters
 - f) Superintendents
 - g) Detailers / BIM Modelers

As part of the Co-Location Program, Subcontractors and specialty Subcontractors are required to have on-campus job-site trailers adequately sized for execution of design and construction work from this field office.

D. DOCUMENTS SUBMITTAL REQUIREMENTS

All design and construction document drawings shall be done in BIM by all disciplines. Part of the Design-Builders responsibility is to develop a Building Information Modeling Protocol Exhibit/Plan (BIM Execution Plan) that follows the general outline of the AIA E202 document and Project Requirements. Plan shall include as a minimum the following: General Provisions, Protocols, Levels of Development and Model Elements. Each area of the plan must meet BGPA long term needs and be approved by BGPA before commencing.

1. Conceptual Design Submittal

- a. Presentation Material: The following drawings and perspectives shall be provided on presentation boards (36"x42"), on 11" x 17" sheets and electronically on a CD (in PDF format and Native Files).
 - 1) Site Plan – Color rendered Site Plan indicating hardscape around building. Show proposed building(s) in relation to adjacent existing buildings, taxi lanes, aprons, aircraft parking, vehicle, and service circulation on Site Plan. Show access roadway locations and vehicle flow.
 - 2) The conceptual design will detail the layout, adjacencies, and square footage of all terminal functions for departing and arriving passengers including ticketing, outbound baggage (drop off and security screening), passenger security screening, concessions, holdrooms, inbound baggage claim, restroom facilities, airline, and Authority office space. Include floor plans indicating circulation flow, wayfinding and functional locations.
 - 3) Photo realistic drawings showing the architectural form of the Terminal and Parking Garage.
 - 4) A narrative describing how the architectural form of the concept was informed by and incorporated the results of the Public Design Charrettes.

- 5) The Design-Builder will be required to present the final approved conceptual design in a public meeting. The Design-Builder will develop all presentation materials for the meeting.

2.. **Basis of Design Submittal**

- a. Presentation Material: The following drawings and perspectives shall be provided on presentation boards (36"x42"), on 11" x 17" sheets and electronically on a CD (in PDF format and Native Files).

- 1) Site Plan – Color rendered Site Plan indicating hardscape around building. Show proposed building(s) in relation to adjacent existing buildings, taxi lanes, aprons, aircraft parking, vehicle, and service circulation on Site Plan.

Provide duplicate files/exhibits with dimensions and notes as directed by BGPAA. Provide a minimum of one site plan (aerial) with apron level floor plan overlaid including overall dimensions of the new building and dimensions to major surrounding elements, i.e. Taxiways/Taxilanes, service roads, OFA lines, and other relevant structures.

- 2) Site Logistics – Provide an overall construction phasing plan. Indicate aircraft, vehicular, service, emergency and pedestrian access/patterns, security, and construction access in and around the phases of construction. Address modifications to both parking and access. Provide conceptual plans of enabling projects (demolition, utility relocation, temporary accommodations, facilities, parking, service, access, emergency vehicle access, fire protection during construction and exit routes) and summary addressing work sequencing and potential operational impacts.
- 3) Floor Plans – Color rendered Floor Plans indicating circulation flow, wayfinding, functional locations and program elements.
- 4) Building Sections - Color Rendered building sections - Include relationship to airport and other critical spatial relationships.
- 5) Exterior Elevations – Color rendered exterior elevations for all sides of the building(s) including existing buildings adjacent to proposed building(s).
- 6) Perspective – Eight color rendered perspectives of exterior and eight interior views of concourse including the Terminal circulation, concessions areas, and others to be determined by BGPAA.
- 7) Perspective – Eight color rendered perspectives of exterior and eight interior views of the Parking Structure including access and egress locations, interior circulation including ramp types and locations.

- 8) Materials Board – Two presentation boards of exterior and interior materials for each of the Terminal and Parking Structure. Provide samples of actual materials on boards (these boards may be combined into a single board). Larger separate samples may also be required of selected materials on the boards to show characteristics/patterns, etc.
- 8) Documents and Drawing Submittal
 - a) Site Plan
 - i. Scale: 1" = 20'
 - ii. Illustrate Relationships with existing Site Elements and Buildings.
 - iii. Site Plan to include the following Drawing Requirements:
 - (a) Location of the proposed building(s) in relation to adjacent buildings and taxi ways.
 - (b) Fire Truck Access and Fire Hydrant Location, Emergency Vehicle Access, Service Access, Vehicular Access, Associated Loading and Storage Units.
 - (c) Location and descriptions of the proposed civil and hardscape design elements in relation to existing facilities and site elements.
 - (d) Location of the parking structure, surface parking, roads, service and loading dock areas, walks, plaza(s), screening, retaining walls, and other various site/building features, including appropriate descriptions. Building and site (ADA) accessibility.
 - (e) Location of the existing and proposed site lighting, taxi ways and aprons with aircraft parking configurations,
 - (f) Location of the existing and proposed site electrical equipment,
 - (g) Location of the existing and proposed service and fueling equipment,
 - (h) General notes to define the design intent,

- b) Conceptual Structural Plan
 - (i) Scale: 1/16" = 1'
 - (ii) Include all levels and typical floor plan
 - (iii) Conceptual Structural Plan to include the following Drawing Requirements:
 - (a) Conceptual foundation plans illustrating structural design concept
 - (b) Dimensioned structural grid
 - (iv) Conceptual Structural Floor/Roof Framing Plan to include the following Drawing Requirements:
 - (a) Floor/Roof framing plans illustrating structural design concept
 - (b) Dimensioned and structural grid
 - (c) Concept and location of lateral bracing system
 - (d) Illustrate concepts of below grade structural design for both steel and concrete systems,
 - (e) Concept and location of major seismic expansion joints,
 - (f) Location and size of structural columns
- c) Architectural Floor Plans and Roof Plans
 - (i) Scale: Varies (see below)
 - (ii) Include all levels and roofs
 - (iii) Architectural Floor and Roof Plans to include the following Drawing Requirements:
 - Code Information Plans to include the following:
 - (a) Scale: 1/16" = 1'
 - (b) Identification of fire and smoke rated walls and openings
 - (c) Identification and limits of exposed fire proofed structure
 - (d) Identification of all exits and path of travel
 - (e) Identification of all room and area names
 - (f) Identification, location and fire rating of building(s) or occupancy separations
 - (g) Identification/schedule of occupancy and construction types
 - (h) Identification of active system smoke control areas and S.F. of collected zones, in conjunction with the drawings provide a Basis of Design Report

- (i) Identification and limits of building occupancies
- (j) Description of summarized code review, including Exit Calculations
- (iv) Floor Plans to include the following:
 - (a) Scale: 1/16" = 1'
 - (b) Dimensioned structural grid
 - (c) Exterior walls, doors, frames, and openings
 - (d) Interior walls, doors, frames, and openings
 - (e) Gates and Hold Rooms identified
 - (f) Concession zones identified and S.F. indicated
 - (g) Room/Area names
 - (h) Building program S.F. summary
 - (i) Restroom plans
 - (j) Millwork and casework locations (Typical Areas, Rooms & Significant Spaces)
 - (k) Equipment and fixture locations
 - (l) Locate the main fire control room
 - (m) Aircraft gates and aircraft layout
- (v) Roof Plan (s) to include the following: Scale: 1/16" = 1'
 - (a) Dimensioned structural grid
 - (b) Screen walls, roof system and openings
 - (c) Roof top equipment including elevations
 - (d) Roof top access points/locations
 - (e) Expansion joint locations and conceptual details
- (vi) Conceptual Reflected Ceiling Plans to include the following:
Scale: 1/16" = 1' (provide information to show full design intent)
(Special areas to be shown at 1/8" scale)
 - (a) Exterior and interior walls, doors, and openings
 - (b) Ceiling heights and Type designations
 - (c) Room/area names
 - (d) Reflected ceiling grids
 - (e) Interior and exterior soffits and bulkheads
 - (f) Light concepts with fixtures for all public areas

- (g) Item and material designations
 - (h) Ceiling and wall mounted equipment, for all public rooms and areas
 - (vi) Conceptual site demolition plan indicating existing structures and main utilities that are to be removed.
- d) Architectural Exterior Elevations
- (i) Scale: 1/16" = 1'
 - (ii) Include all building elevations (new and existing buildings in context with new buildings)
 - (iii) Architectural Exterior Elevation drawing requirements:
 - (a) All major building elevations including mechanical equipment enclosures
 - (b) Structural grid designations
 - (c) Vertical floor elevation designations including all exterior elements
 - (d) Material designations
- e) Building Sections (Four Sections)
- (i) Scale: 1/16" = 1'
 - (ii) Include all building sections (new and existing buildings in context with new buildings).
 - (iii) Building Section drawing requirements:
 - (a) Passenger Flow
 - (b) Service
 - (c) Materials & Vertical Transportation
 - (d) Mechanical Spaces
 - (e) Structural Elements
 - (f) Material designations
 - (g) Apron, aircraft parking, taxilanes.

- f) Architectural Enlarged Partial Exterior Building Elevations and Sections.
 - (i) Scale: 1/4" = 1'; three (3) required
 - (ii) Include building entrances
 - (iii) Architectural Enlarged Partial Exterior Building Elevations to include the following:
 - (a) Structural grid designations
 - (b) Vertical floor elevation designations Material designations
- g) Architectural Typical Exterior Details
 - (i) Scale: 3/8" = 1'
 - (ii) Illustrate building systems relationship
 - (iii) Architectural Typical Exterior Details to include the following:
 - (a) Typical exterior details including clerestories, roof overhangs and internal roof gutters,
 - (b) Typical exterior details of conceptual curtain wall indicating the transitions to exterior façade and roof edges and/or overhangs
 - (c) Typical exterior details of conceptual window washing systems
 - (d) Structural grid designations and approximate conceptual sizes of steel
 - (e) Vertical floor elevation designations
 - (f) Grid to exterior wall dimensions
 - (g) Item and material designations
- h) Mechanical Conceptual Floor Plans and Roof Plans
 - (i) Scale: 1/8" = 1'
 - (ii) All information in this section is to be placed over a screened architectural background
 - (iii) Include all levels and roofs (Note: HVAC and plumbing information may be combined for all levels)

- (iv) Conceptual HVAC and plumbing floor plans to include the following Drawing Requirements:
 - (a) Single line HVAC main ducts and risers
 - (b) Single line exhaust ducts and risers
 - (c) HVAC and exhaust equipment and associated system components layout in mechanical room and/or on roof.
 - (d) Identification and location of main plumbing lines, equipment and valves.
 - (e) Identification of plumbing fixtures
 - (f) Identification and location of floor drains and sinks.
 - (g) Location and identification of mechanical equipment and HVAC temperature control zones.
 - (h) Overall dimensions of mechanical equipment and service clearance dimensions to be provided.
- i) Electrical Conceptual Floor Plans, Roof Plans, and Single Line Diagrams
 - (i) Scale: 1/8" = 1'
 - (ii) All information in this section is to be placed over a screened architectural background.
 - (iii) Include all levels and roofs (Note: Lighting and power information may be combined for each level).
 - (iv) Conceptual floor plans to include the following Drawing Requirements (typical spaces do not need to be repeated):
 - (a) Location and identification of light fixtures
 - (b) Location and identification of exit lighting
 - (c) Location and identification of emergency lighting
 - (d) Location and identification of electrical panels
 - (e) Location and identification of electrical equipment
 - (f) Location of transformers and generators, include a narrative describing the conceptual electrical design of the emergency generators and layout within the building
 - (g) Conceptual single line power diagram

- 9) Sustainability
 - a) Identification of design features that will qualify and meet sustainability goal as required.
 - b) Describe sustainability features of design.
 - c) Provide Life Cycle Cost Analysis of systems proposed verses code requirement.
 - d) Describe sustainability features that will enhance passenger experience, meets industry standards for "Best Practices".
 - e) Confirm Compliance with ASHRAE Commissioning Guidelines.
- 10) Study Model
 - 1) Design-Builder shall provide a study model of their final proposed design
 - 2) Approximate Size = 36" x 36" x 20"
 - 3) Model to illustrate integration with existing buildings and site
 - 4) Photo realistic video fly through of the BOD concept.

2. **Thirty Percent (30%) Drawings and Specifications Submittal**

The 30% submittal shall include a developed Basis of Design and drawings and specifications and meet the requirements listed below.

a. Architectural Requirements

- 1) Site and Civil Drawings (Scale: Not less than 1 inch = 40 feet 0 inches).

The Design-Builder shall:

- a) Depict the overall dimensions of any proposed new building. Indicate all references to a benchmark and baseline. A boundary survey and/or site topographic survey shall be made on the ground of the proposed building or construction site. All points shall be tied to the existing Airport Coordinate System. Refer to BUR Survey Control Network BGPAA Survey Standards and current on-going enabling project surveys. Ground survey verification of existing utility alignments and actual flow lines may be required. Indicate the distances from each proposed new building to (1) existing buildings, (2) property lines (setbacks), and (3) roadways.

- b) Depict all existing structures (facilities, FAA NAVAIDS, terminals, runways, taxiways, taxilanes, aprons, ground support equipment areas, emergency roads, buildings and structures, contours, underground utilities, or signs) within a radius of at least 1,000 feet of the Project. Identify all structures and service roads by name.
 - c) Depict all new exterior elements and all existing exterior elements that will remain in place after an alteration or addition. These elements include, but are not limited to streets, service drives, all vehicular drives, emergency access, easements, loading docks, parking areas, paved areas, aprons, taxilanes and taxiways, walks, stairs, ramps, retaining walls, fences, fire hydrants, and equipment.
 - d) Depict the elevations of building entrances and major exterior elements.
 - e) Provide a site plan indicating existing and proposed contours at 1-foot intervals. Indicate the preliminary method of general site drainage as it is affected by the location of each proposed building.
 - f) Provide sections through the site as needed to explain changes in levels within the proposed building as related to the site.
 - g) Depict the placement of ramps and other provisions for disabled access to the site and building. Provide preliminary way finding signage drawings and details, provide egress plans and identify accessible path of travel
 - h) Provide a site utilities plan that depicts existing utilities, including underground lines, located within the project site and that depicts any proposed new utility services.
 - i) Provide a preliminary site demolition plan indicating existing structures and utilities that are to be removed.
 - j) Provide preliminary hardscape design drawings.
 - k) Provide an aircraft layout and striping plan showing aircraft mix, passenger boarding bridges and ground service equipment.
- 2) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Builder shall:
- a) Indicate the locations, room and area names, sizes (in assignable square feet), and space numbers for all programmed spaces and required gross areas including entrances, lobbies, waiting areas, concourses, secure circulation, corridors (with widths), stairs, escalators, PAX, elevators, baggage handling areas, passenger boarding bridges, airline ticket offices, Authority offices, toilet rooms, janitors' closets, and mechanical/electrical equipment rooms.

- b) Indicate the overall dimensions of the major elements of each building.
 - c) Indicate the location of all plumbing fixtures such as lavatories, floor drains, water closets, urinals, service sinks, drinking fountains, eyewash fountains, deluge showers, and fire-hose cabinets.
 - d) Indicate all principal built-in features such as fixed service counter seats, kitchen equipment and hoods, display cases, counters, shelves, lockers, concession equipment, millwork, and casework , gates, doors, glazed partitions, and similar items.
 - e) Provide Furniture layout plan(s).
 - f) Provide a roof plan showing associated equipment, slopes, ridges, drains, and other items.
 - g) Provide preliminary demolition plan(s) as applicable.
 - h) Provide wayfinding and signage plan.
- 3) Elevations and Sections (Scale: Not less than 1/8 inch = 1 foot 0 inches).

The Design-Builder shall:

- a) Depict in building elevations, all building elements including penthouses, entrances, windows, doors, stairs, platforms, louvers, vents, exhaust stacks, retaining walls, and similar items. Indicate proposed finished grades.
- b) Indicate the overall building and floor-to-floor heights.
- c) Include longitudinal and transverse sections for each major area, indicating floor elevations, existing and proposed exterior grades, ceiling heights, pipe tunnels, non-excavated areas, basement areas, roof lines, and parapets. Where appropriate, show connections to adjoining buildings. Use sections to also explain sterile and secure circulation, access to gates, elevations, PAX, service and loading).
- d) Reference all sections and elevations on the floor plans.
- e) Indicate in the sections, provisions for HVAC distribution and hood venting.

- f) Interior Details (Scale: Not less than 1/4 inch = 1 foot 0 inches). The Design-Builder shall provide preliminary detail plans, sections, and elevations for the following types of space:
 - (i) All program spaces.
 - (ii) All spaces required by code or good practices to support the planned program.
 - (iii) Other areas of special design.
 - (iv) Furniture, Fixtures and Equipment, hold room furniture, gate podiums and Visual display systems.
 - g) Schedules. The Design Professional shall:
 - (i) Provide a preliminary interior finish schedule indicating the material, texture, and color of each finish material proposed for use in the Project.
 - (ii) Materials Boards. The Design-Builder shall provide samples of all finish materials listed in the materials/color schedule for the Terminal and Parking Garage. These samples shall be accurate with respect to the actual finishes, textures, and colors being proposed. Materials samples shall be mounted and displayed on presentation boards for review and approval by BGPAA. (Note: Three color schemes shall be developed and reviewed by BGPAA prior to review by user groups.)
 - (iii) Provide preliminary finish schedule for each room / area.
 - (iv) Provide a preliminary signage schedule
- 4) Structural Requirements
- a) The Design-Builder shall provide a structural plan for each level of the structure at the same scale as that used for the architectural plans. Indicate the grid system (dimensioned), columns, load-bearing walls, shear walls, footings, connections to existing buildings and associated impacts, seismic separations and related items.
 - b) Provide structure demolition plan(s) as applicable.
 - c) Identify areas with Sizes, weights, and location of HVAC units
 - d) Identify typical roof penetration framing, soffits, suspended ceilings, large doors and opening framing details.

- e) Typical details for support and anchorage of signage, casework and millwork, food service equipment, and other miscellaneous structurally and architecturally significant equipment (large displays, monitors, coiling and sliding doors).

5) Plumbing Requirements

- a) Existing Capacity. The Design-Builder shall indicate proposed points of connection to existing utility systems. Refer to the site plan requirements.
- b) Site Utilities Plan (Scale: Not less than 1 inch = 40 feet 0 inches).

The Design Professional shall:

- (i) Indicate the routing of proposed new external utilities from each new building to each point of connection to the utility systems. Indicate all utility lines that are to be abandoned, removed, or rerouted.
 - (ii) Show all existing utilities within the Project site based on both the information provided by BGPAA and on Design Professional's field investigation.
 - (iii) Show all tie-in to existing buildings and how systems will work together and comply with codes and efficient building operations.
- c) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design-Builder shall:
- (i) Indicate all piping on the floor-level plan in which it will be installed.
 - (ii) Indicate the locations of main waste lines and stacks and vents as well as all service mains, including those for water, air, gas, and fuel services.
 - (iii) Indicate all pieces of equipment—including pumps, tanks, generators, and show their locations and required piping connections.
 - (iv) Show connections to existing systems and how systems will work together.
 - (v) Show clear access zones for maintenance.
 - (vi) Provide demolition plan(s) as applicable.

6) HVAC Requirements

a) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design-Builder shall:

- (i) Indicate the location of each piece of equipment including air handling units, chillers, cooling towers, pumps, converters, expansion tanks, boilers, fans, fan coil units, and other equipment.
- (ii) Indicate the typical supply and return air zones for each type of occupancy. Occupancy types include: Concourses, waiting area, service counters, concessions, restrooms, security, back of house, lounges, computer rooms, conference rooms, and special application rooms. A typical air zone shall include the terminal unit with all applicable branch ducts and air outlets and inlets.
- (iii) Indicate the typical exhaust air duct for each type of application. Application types include kitchen hoods, toilet rooms, janitors' closets, transformers, mechanical/electrical equipment rooms, and other rooms as required for a satisfactory indoor environment. A typical duct shall include an air inlet and a source destination for exhaust air.
- (iv) Define the building and room / area controls and zones for each type of space and operating assumptions.
- (v) Provide demolition plan(s) as applicable.

7) Large-Scale Drawings (Scale: Not less than 1/4 inch = 1 foot 0 inches).

The Design-Builder shall provide a preliminary layout of all equipment rooms and service areas to ensure that the proposed equipment will fit in the allotted space and that access zones for maintenance are identified

Electrical and IT Requirements

- a) Provide separate sets of drawings for power, lighting, IT / communication, and Security drawings. Use standard symbol conventions.
- b) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Professional shall:
 - (i) Indicate the location of each load center unit substation, motor control center, panel board for power and lighting, IT and Audio/Visual including; Backbone, FIDS, BIDS, GIDS, Paging etc. Security, Communication, telephone equipment room, and closet on the applicable drawing.

- (ii) Indicate the types and locations of lighting fixtures and controls in typical offices, corridors, and similar spaces, and use a schedule for Detail.
 - (iii) Provide demolition plan(s) as applicable.
 - c) Large-Scale Drawings (Scale: Not less than 1/4 inch = 1 foot 0 inches). The Design-Builder shall provide a layout of all equipment rooms to ensure that the proposed equipment will fit in the allotted space.
 - (i.) Show clear access zones for maintenance.
 - d) Distribution Diagram (Not to Scale). The Design-Builder shall provide a single-line electrical distribution diagram showing primary service to substations and secondary service to distribution switchboards, motor control centers, and panel boards for power and lighting. This diagram shall include and show the permanent as well as temporary points of connection to external utilities such as high-voltage, telephone, and all signal systems. Provide preliminary load calculations.
- 8) Food Service and Concessions Requirements (Preliminary)
- a) Develop conceptual food services and concessions concepts for both domestic and international travel needs and requirements.
 - (i) Show configurations for both domestic and international
 - (ii) Show how the concept will phase from domestic to international and work for both types of travelers and vendors.
 - b) Provide Food Service and Concessions equipment plan.
 - c) Equipment Schedule showing utility and infrastructure requirements.
 - d) Food Service and Concessions major equipment cut sheets.
 - e) Exhaust hoods drawings and requirements.
- 9) Outline Specifications (Preliminary)
- a) Prior to beginning production of the specifications, Design-Builder shall schedule a meeting with BGPAA to discuss specification guidelines. At this meeting, BGPAA will provide guidelines for preparing specifications. Attendees at this meeting shall include all applicable Design Professional(s), and each Design Professional's specifications writer.

- b) The outline specifications shall provide a more detailed description of all building components and systems as compared with the schematic design documents and Performance Specifications in the Contract Documents. The outline specifications shall include the following:
 - (i) An index showing all divisions and sections intended to be used. The format shall be that recommended by the Construction Specifications Institute (CSI), Master Format.
- c) A general description of the construction, including the structural system; wall, ceiling, roofing, and waterproofing systems; exterior and interior finishes; and doors, windows, and case work. These descriptions shall include applicable code requirements and applicable standards reference.
- d) Descriptions of the plumbing and HVAC systems including controls, ducts, filtration, and piping. These descriptions shall include applicable code requirements and applicable standards reference.
- e) A general description of electrical services, including the voltage, IT and Low Voltage systems that support services and the number of feeders. The specifications shall provide a specific description of items to be served by emergency power and shall describe design considerations for special areas. This description shall include applicable code requirements and applicable standards reference.
- f) A description of fire safety items including all mechanical and electrical devices required by the City Burbank for the intended occupancy of the building.
- g) Develop a preliminary standard set of specifications that BGPAA may use for future development.

10) Sustainable Design (Preliminary)

- a) Project shall be designed and constructed in an environmentally responsible manner, utilizing sustainable design concepts, systems and materials to the maximum extent practical, in order to provide a facility that meets the following goals:
 - (i) enhanced energy efficiency;
 - (ii) reduction or elimination of toxic and harmful substances;
 - (iii) high indoor air quality (IAQ) conditions;
 - (iv) efficiency in resource and materials utilization;
 - (v) use of building materials that can be recycled;
 - (vi) use of recycled content materials, including EPA designated products;
 - (vii) minimization of waste products during both the construction and operation of the facility;
 - (viii) promotion of O&M practices that reduce or eliminate harmful effects on people and the natural environment;
 - (ix) ease of future modification as occupant needs change and ease of adaptation or conversion to other uses.
 - (x) Site materials and systems that improve the outdoor utilization and reduce contribution to the environment.
 - (xi) Life cycle cost analysis of system and materials (Specifics to be determined with BGPAA Representative)
- b) Sustainability: Insure Sustainable new construction design and construction practices that significantly reduce or eliminate the negative impact of building on the environment and occupants.

11) Post Construction Storm Water Management (Preliminary)

- a) It is BGPAA's goal to develop, implement and monitor a program to address discharges of post-construction storm water runoff from new development and redevelopment areas. Post-construction storm water management controls include permanent structural and non-structural best management practices (BMPs) that remain in place after the project is completed and continue to prevent pollution from the new development. If the site does not accommodate treatment controls, or BGPAA determines that they are too costly, the equivalent volume of water may be treated at an alternative site.

- b) It is the responsibility of the Design-Builder to prepare a drainage study that computes rainfall runoff characteristics from the project area, including, at a minimum, peak flow rate, flow velocity, runoff volume, time of concentration, and volume of water losses. These characteristics shall be developed for a two-year and 10-year frequency, Type I storm, of six-hour or 24-hour duration (whichever is the closer approximation of the site's time of concentration), during critical hydrologic conditions for soil and vegetative cover. The drainage study shall establish that pre-project hydrologic conditions affecting downstream conditions would be maintained by the proposed project by incorporating site design, source control or treatment control BMPs or by demonstrating that there would be no significant impact to the downstream receiving waters.
- c) It is BGPAA desire that projects control post-development peak storm water runoff discharge rates and velocities and control runoff discharge volumes and durations to the maximum extent practicable.
- d) Included in the drainage study should be a site map which includes:
 - (i) Entire property included on one map
 - (ii) Drainage areas and direction of flow (including adjacent run- on)
 - (iii) Project specific storm drain system
 - (iv) Location of storm conveyance systems
 - (v) Location of existing and proposed storm water controls and BMPs
 - (vi) Location of "impervious" areas
 - (vii) Locations where materials would be directly exposed to storm water
 - (viii) Location of building and activity areas: (waste container areas, hazardous material storage areas, etc.)
 - (ix) Areas of potential soil erosion (including areas downstream of project)
- e) The study shall also address proposed Best Management Practices including:
 - (i) Description of the BMP
 - (ii) Location of the BMP
 - (iii) Purpose of the BMP and Expected Benefits
 - (iv) If the BMP is a treatment control BMP, consistency with Numeric Sizing Design Standards

12) Design Analyses (Preliminary)

- a) Prepare design analyses (consisting of an analysis of the design requirements and calculations) for each architectural and engineering design discipline. The design analyses shall include a presentation of facts to demonstrate that the concept of the project is fully understood and that the design is based on sound engineering principles. Information must be sufficient and complete to support and demonstrate that the project is progressing consistent with code requirements and previous reviews. A design analysis for each discipline shall be provided with each design package and shall include:
 - (i) Analysis of the design requirements consisting of:
 - (a) An introductory description of the project concept that addresses the salient points of the design;
 - (b) A Code and Criteria search, identifying governing codes and regulations, and providing calculations reflecting sizing of exit ways and means of egress demonstrating compliance with the results of the Code and Criteria search.
 - (c) An orderly and comprehensive documentation of criteria and rationale for building and infrastructure systems selections; and
 - (d) The identification of any necessary licenses and permits that are anticipated to be required as a part of the design and/or construction process.
 - (ii) Calculations as needed to support the design. However, calculations supporting the structural, mechanical and electrical systems incorporated into the design and construction of the facility shall be completed to the level appropriate with the submittal and updated with each additional submission.
 - (iii) Also include a Section titled "Sustainable Design" that documents the sustainable features of the project. The sustainable design section shall include the following:
 - (a) Sustainability Rating Analysis Report Analysis
 - (b) Other information necessary to describe the sustainable features of the project and their benefits.

b) Format

- (i) An Analysis of the design requirements shall be submitted to BGPAA. The analysis of the design requirements is for information only, but will be utilized by BGPAA to verify compliance with the requirements of the contract. The analysis of the design requirements for each design discipline shall include a cover page indicating the project title and location, project number, table of contents, and tabbed separations for quick reference. Each part of the design analysis shall be prepared on 8.5 x 11 inch or 8.5 x 1

c) Life Cycle Cost

- (i) 7 inch with a tri-fold white paper and shall be bound in separate volumes for each design discipline. Multiple volumes for individual disciplines, appropriately numbered, may be provided when needed. Organize as follows:
 - (a) Civil;
 - (b) Architectural; Interior Design and Furnishings;
 - (c) Signage
 - (d) Structural;
 - (e) Fire Protection;
 - (f) Mechanical - Plumbing;
 - (g) Mechanical - HVAC;
 - (h) Electrical
 - (i) Low Voltage IT/Communication / Security
 - (j) Food Service and
 - (k) Sustainable Design.

d) Calculations

- (i) Calculations shall be submitted to BGPAA. Calculation submittals are for information only, but will be utilized by BGPAA to verify compliance with the requirements of the Contract and will be commented on if not in compliance. Calculations for each design discipline shall include a cover page, a table of contents, a summary of criteria, the project title and location, and project number. Calculation pages shall be legible and photo-ready. Cite criteria from which calculations, rationale, and formulas are extracted by publication number, title, edition and page number. The cover page of calculations shall also include the names of the persons originating and checking the calculations. The person checking the calculations shall be a registered professional engineer (or other appropriate design discipline) other than the originator. In addition, the signature and seal of the designer responsible for the work shall be placed on the cover page of the calculations for each of the respective design disciplines.
- (ii) Computer printouts, if used, shall be identified similarly to the calculations and may be referenced as an appendix or attachment to the design analyses. Identify the computer program name, source, and version.
- (iii) All calculations shall be checked and stamped by an engineer registered in the applicable discipline. The calculations shall clearly list all design criteria, assumptions, and references used. The calculations shall be arranged in a clear manner including schematic diagrams and spread sheets where necessary. All calculations shall reference systems and be indexed. Submit calculations as completed or appropriate for a streamlined review.
- (iv) Submitted calculations shall address all systems including the following:
 - (a) Structural Calculations
 - (b) Early Submittal Calculations shall occur during design meetings and schedule review sessions between the Structural Engineer and BGPAA peer reviewer.
 - (c) 100% Submittal Calculations to include the following:
 - (1) Seismic Design: Provide complete calculations addressing any prior review comments related to the analysis and design of all seismic resisting elements.

- (2) Gravity Loading Design: Provide complete calculations addressing any prior review comments related to the analysis and design of all gravity load resisting elements.
- (v) Mechanical Calculations
 - (a) Plumbing systems
 - (1) Heating and cooling load calculations
 - (2) Coil selection data
 - (3) Psychometric charts
 - (4) Fan selection data, fan pressure loss and fan curves
 - (5) Pump selection data, pump head loss, and pump curves
 - (6) Miscellaneous selection data for mechanical equipment.
 - (7) Tabulations of required flow rates.
 - (8) Tabulations of design heating/cooling loads and required air volumes for all rooms.
 - (9) Test and balance air summary.
 - (10) Structural and seismic calculations for equipment supports (may be submitted with structural calculations)
 - (11) Duct sizing.
 - (12) Title 24 Energy Code calculations and Savings by Design form submitted as a single package complete with Envelope and Electrical portions.
 - (13) Life Cycle Cost Analysis
 - (14) Summary of how additional 10% system capacity is allocated and distributed in the design and systems.

(vi) Electrical Calculations

(a) General:

- (1) Short Circuit, Protection Device Evaluation and Protective Device Coordination Studies shall be performed by the switchboard/switchgear manufacturer. Submit studies to BGPAA prior to receiving final acceptance of distribution equipment Shop Drawings or prior to release of equipment for manufacture. If formal completion of studies may cause delay in equipment manufacture, acceptance from BGPAA may be obtained for preliminary submittal of sufficient study data to ensure that selection of device ratings and characteristics will be satisfactory. Provide for both normal and emergency systems.
- (2) Studies shall include all portions of electrical distribution system from primary of service transformers down to and including 480 V and 208V distribution system. Normal system connections and those which result in maximum fault condition shall be adequately covered in the study.

(b) Short Circuit Study

- (1) Perform study with aid of digital computer program in accordance with ANSI C37.5, IEEE Standard 320 and IEEE Standard 141.
- (2) Include data on power source's short circuit contribution, resistance and reactance components of branch impedances, X/R ratios, base quantities selected and other source impedances.
- (3) Calculation short circuit momentary duty values and interrupting duty values on the basis of assumed three-phase bolted short circuits at each switchgear bus, switchboard, low voltage motor control center, distribution panel board, pertinent branch circuit panel and other significant locations through the system. The short circuit tabulations shall include symmetrical fault currents and X/R ratios. For each fault location, list the total duty on the bus, as well as the individual contribution from each connection branch, with its respective X/R ratio

- (4) Perform protective device evaluation study to determine adequacy of circuit breakers, molded case switches, automatic transfer switches and fuses by tabulating and comparing short circuit ratings of these devices with calculated fault currents. Apply appropriate multiplying factors based on system X/R ratios and protective device rating standards.
- (c) Coordination Study:
 - (1) Perform study with the aid of digital computer program, SKM's Captor or equal (no known equal).
 - (2) Include all system protective devices from utility company devices feeding the building down to distribution panel board branch breakers.
 - (3) Plot device curves on log-log paper, grouping appropriate devices together.
 - (4) Study shall show selective coordination so that the device closest to the fault will trip before any other device trips. Recommend settings of devices to achieve this coordination.
- (d) Ground Fault Study: Provide short circuit study which shall result in recommended settings for system ground fault device. The settings shall allow coordinated settings to that the feeder devices will trip before the main device.
- (e) Title 24 Energy Code calculations and Savings by Design form included as a single package with Mechanical.
- (f) Panel schedules.
- (g) Study Report:
- (h) Life Cycle Cost Analysis

- (i) Summary of how additional 10% system capacity is allocated and distributed in the design and systems.
 - (1) Summarize results of system study in a final report.
 - (2) Submit five bound copies of final report.
 - (3) Include the following sections in the report:
 - aa. Description, purpose, basis and scope of study and single line diagram of that portion of power system which is included within scope of study.
 - bb. Tabulations of circuit breaker, fuse and other protective device ratings versus calculated short circuit duties and commentary regarding the same.
 - cc. Protective device time versus current coordination curves, tabulations or relay and circuit breaker trip settings, fuse selection and commentary regarding the same.
 - dd. Fault current calculations including a definition of terms and guide for interpretation of computer printout.
- (j) Protective Device Testing, Calibration and Adjustment: Equipment manufacturer shall provide the services of a qualified field engineer and necessary and adjust the protective relays and circuit breaker trip devices as recommended in the power system study.

13) Area Tabulation (Preliminary)

The Design-Builder shall tabulate assignable square footage (ASF) and gross square footage (GSF) as the work progresses to confirm the project program is being furnished. Provide as pace-by-space comparison of design development phase ASF and programmed ASF. The Design-Builder shall tabulate by floor and program component, and include a recapitulation showing the totals for the building as a whole. Upon final completion of the Construction Documents, Design-Builder shall provide a complete listing of all rooms and spaces.

14) Commissioning (Cx) (Preliminary)

- a) The Design-Builder, and its A/E team, with the assistance of BGPAA's Commissioning Team and the Commissioning Manager (CxM) shall develop a preliminary draft outline of the commissioning plan CxP. and provide a draft organizational plan for the Cx team (using placeholders for Subcontractor Cx team members).
- b) Refer to PR for "Project Commissioning and Training" for Commissioning Requirements.

15) Area and Inspection (Preliminary)

- a) The Design-Builder shall make initial recommendations for Construction Phase testing and special inspections such as soils and materials testing, welding inspections, and dewatering requirements that are proposed to be handled in the Quality Control Plan.
- b) BGPAA will provide for all testing and inspections, except certain classes of materials testing and inspection to be provided by the Design-Builder: 1) such cases are limited to quality control testing in manufacturing plants (including reinforcing and structural steel, concrete, and manufactured items), 2) certain field testing such as performance testing of mechanical and electrical systems, and testing specifically required by the specifications (such as window testing, roofing testing, duct pressure testing).
- c) Testing provided by the Design-Builder shall be performed by manufacturers, testing agencies, or the Design-Builder's field forces as appropriate. The Quality Control Plan and Specifications must clearly indicate tests and inspections to be provided by the Design-Builder and BGPAA.
- d) Means, methods, results and report contents for testing and inspection must be specified in the Quality Control Plan. BGPAA will judge the acceptability of all testing and inspection performed on behalf of the Design-Builder.

3. **Sixty Percent (60%) Drawings and Specifications Submittal**

The requirements of this section build over the requirements of the prior 30% Drawings and Specifications submittal requirements, with the expectation for more details and a more developed design as described below and in the Design & Construction Handbook. Refer to the previous section (30% Drawings and Specifications Submittal) for drawing and specification requirements in addition to the requirements below.

a. Architectural Requirements

1) Site and Civil Drawings (Scale: Not less than 1 inch = 40 feet 0 inches).

The Design-Builder shall:

- a) Develop plans, elevations, and sections throughout the site as needed to depict layouts, clearances, elevation changes, ADA accessible paths, utilities, service access, ramps, stairs (include guardrail and handrail, layout, dimensions, and details).
- b) Develop hardscape design plans, elevations, sections and details to including more site lighting information, exterior signage, bollards, fences and gates.
- c) Develop the site demolition plan(s) indicating extents of demolitions and phasing diagrams of the demo work for existing structures and utilities that are to be removed, and that may require temporary facilities, constructions, routes and other logistical modifications to the site and buildings.
- d) Provide an aircraft layout and striping plan showing aircraft mix, passenger boarding bridges and ground service equipment

2) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design-Builder shall:

- a) Develop the floor plans with all components, systems, and equipment necessary to accomplish a constructible, furnishable, and operable layout with all necessary, code required, and BGPAA required clearances and special relationships.
- b) Indicate the locations of all doors (showing door swings) and windows.
- c) Indicate the locations and fire ratings of all fire separations, exit enclosures, fire doors, and similar elements, as required by applicable codes.
- d) Indicate the provisions for making facilities accessible to and usable by the disabled. Indicate all accessible toilets and drinking fountains.

- e) Indicate all principal built-in features such as fixed service counter seats, kitchen equipment, display cases, counters, shelves, lockers, concession equipment, case work, glass washers, sterilizers, and similar items.
 - f) Indicate the locations of movable furniture—if not in scope of Contract Documents, indicate “not in contract” (NIC)—including “interior landscape” partitions and equipment. Differentiate between movable furniture and equipment and built-in furniture and equipment.
 - g) Develop the demolition plan(s) whenever a Project requires the demolition of any building or portions thereof. The demolition plan shall differentiate between new work (walls, doors, finish, and so on), existing work to be removed, and existing work to remain in place.
 - h) Develop the roof plan showing true to size equipment and clearances, skylights, solar tubes, window washing davits and davit supports as applicable, slopes, ridges, drains (sized with overflow drains, all dimensioned to scale, and other items impacting roof layout and construction (antennas, openings, FAA and other signs and lights).
- 3) Elevations and Sections (Scale: Not less than 1/8 inch = 1 foot 0 inches).
- The Design-Builder shall:
- a) Develop the building elevations depicted in the 30% submittal and update with additional details and information on interfacing between building elements, adjacent structures, and true to size signs, lights and penetrations (vents, louvers). Provide dimensioned true to size depictions of façade breaks, proportions, mullion, cladding or other architectural elements thickness and spacing. Identify colors and textures.
 - b) Develop the longitudinal and transverse sections for each major area depicted in the 30% submittal. Refine the sections with dimensions to show clearances, service access, circulation paths and distances between nodes and cores, changes in materials in walls, floors and ceilings, identify and dimension lights, signage, and other architecturally significant equipment and elements.
 - c) Reference all sections and elevations on the floor plans and provide detail references on sections.
 - d) Interior Details (Scale: Not less than 1/4 inch = 1 foot 0 inches). The Design Professional shall develop the details provided at 30% Submittal with additional information of material, joints, dimensions, and construction, and provide additional detail plans, sections, and elevations to complement the 60% design submittal.

- 4) Schedules. The Design-Builder shall:
- a) Provide a door schedule indicating each door's type, size, material, hardware group and pertinent comments.
 - b) Develop the preliminary interior finish schedule provided at 30% Submittal indicating the material, texture, and color of each finish material, proposed for use in the Project.
 - c) Materials Boards. The Design-Builder shall provide a new materials board to showcase samples of all finish materials listed in this submittal's materials/color schedule. These samples shall be accurate with respect to the actual finishes, textures, and colors being proposed. Materials samples shall be mounted and displayed on presentation boards for review and approval by BGPAA. (Note: Three color schemes shall be developed and reviewed by BGPAA prior to review by user groups.)
 - d) Develop the preliminary finish schedule provided at 30% Submittal for each room and area, showing all finishes, including accessories such as corner guards, railings, etc.
 - e) Develop final Signage Schedule.
- 5) Structural Requirements
- a) The Design-Builder shall develop the structural plan and sections produced at 30% Submittal for each level of the structure. Indicate weights on plans (HVAC units, and other structurally significant weights), curtain wall or other vertical or roof element (skylight) attachment points and openings on plan and section. Indicate spacing, sizing and provide detail references for all structural elements and interface between the various structural elements (concrete walls, columns, beams, edge of slab, braces, bent plates) on plans and sections.
 - b) Provide typical and specific details, identifying sizes, material, welds, fastener types and sizes, separation, etc.
 - c) Identify typical and specific (If applicable) roof penetration framing, soffits, suspended ceilings, large doors and opening framing details.
 - d) Show Typical and Specific details for support and anchorage of signage, casework and millwork, food service equipment, and other miscellaneous structurally and architecturally significant equipment (large displays, monitors, coiling and sliding doors).

6) Plumbing Requirements

- a) Existing Capacity. The Design-Builder shall update and develop information on proposed points of connection to existing Facility utility systems. Produce phasing plans for all connections as required, identifying any temporary connections and structures, shutdowns and cutovers as required for the execution of tie-ins and utility relocation.
- b) Site Utilities Plan (Scale: Not less than 1 inch = 40 feet 0 inches).

The Design Professional shall:
 - c) Develop the site utilities plan produced at 30% Submittal.
 - d) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design-Builder shall:
 - (i) Develop all floor plans produced at 30% Submittal.
 - (ii) Indicate all pieces of equipment true to size—including pumps, tanks, generators, pressure-reducing valves, and so on—showing their locations and required piping connections, show clearances and service access.
 - (iii) Develop connections to adjacent/existing buildings and how systems will work together. Produce phasing plans for connections, identifying any shutdowns and cutovers required for the execution of tie-ins and relocating

7) HVAC Requirements

- a) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Professional shall:
 - (i) Develop the floor plans produced at 30% submittal, indicating with more detail coordinated and true to size location and clearance as well as access requirements of each piece of equipment including air handling units, chillers, cooling towers, pumps, converters, expansion tanks, boilers, fans, fan coil units, and other equipment. Indicate all mains for each duct system.
 - (ii) Develop demolition drawings where applicable.
- b) Large-Scale Drawings (Scale: Not less than 1/4 inch = 1 foot 0 inches). The Design Professional shall develop the large-scale drawings produced at 30% submittal, indicating with more detail coordinated and true to size location and clearance as well as service access requirements (access zones for maintenance and operation.

8) Electrical, IT/Communication and Security Requirements

- a) The Design-Builder shall produce phasing plans for all electrical connections as required, identifying any temporary connections and structures, shutdowns and cutovers as required for the execution of tie-ins and utility relocation.
- b) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design-Builder shall:
 - (i) Develop the floor plans produced at 30% submittal, indicating with more detail coordinated and true to size location and clearance as well as access requirements of electrical equipment (load center unit substation, motor control center, distribution switchboard, panel board for power and lighting, telephone equipment room, and closet, etc.).
 - (ii) Develop drawings showing the types and locations of lighting fixtures and develop light fixture schedule with more data on fixture types and requirements.
 - (iii) Develop plans indicating the location for each communications/IT/Low Voltage/Security system point of connection and device to support terminal operations and communications (include wireless devices) etc.
- c) Large-Scale Drawings (Scale: Not less than 1/4 inch = 1 foot 0 inches). The Design-Builder shall develop the layout of all equipment rooms indicating with more detail coordinated and true to size location and clearance as well as access requirements of electrical equipment to ensure that the proposed equipment will fit in the allotted space.
- d) Distribution Diagram (Not to Scale). The Design-Builder shall provide a single-line electrical distribution diagram showing primary service to substations and secondary service to distribution switchboards, motor control centers, and panel boards for power and lighting. This diagram shall include and show the permanent as well as temporary points of connection to external utilities such as high-voltage, telephone, and all signal systems.
- e) IT / Communication Drawings and Specifications shall include:
 - (i) Communication rooms with all equipment drawn to scale (this requirement is mandatory to establish the space needs for equipment).
 - (ii) One-line diagram of communication system shall indicate intercom, speakers, equipment, terminal boards and cabinets.

- (iii) Specifications shall be in the form of an outline covering all communication equipment and materials to be used in the project.
- f) Security Drawings and Specifications shall include:
 - (i) CCTV/monitor and equipment rooms with all equipment drawn to scale (this requirement is to establish the space needs for equipment). Provide adequate working clearance for monitors and operator console.
 - (ii) One-line diagram of security system shall indicate control panels, sensors, cameras, monitors, telephone interface, and any other system devices critical to operation.
 - (iii) Specifications shall be in the form of an outline covering all security equipment and materials to be used in the project.
- 9) Food Service and Concessions Requirements
 - a) Develop Food Service and Concessions equipment plan with dimensions.
 - b) Develop Equipment Schedule showing utility requirements and details.
 - c) Develop detailed Food Service and Concessions equipment cut sheets.
 - d) Develop detailed exhaust hoods drawings and requirements (identify utilities, structure, attachments, interface with other equipment and architectural elements, fire rating and protection, space, clearance).
- 10) Outline Specifications

The 60% Outline Specification Submittal is a development over the Preliminary Outline Specifications submittal produced at 30% Submittal. Refer to the previous section (30% Drawings and Specifications Submittal) for requirements.
- 11) Sustainable Design

The 60% Sustainable Design Submittal is a development over the Preliminary Sustainable Design submittal produced at 30% Submittal. Refer to the previous section (30% Drawings and Specifications Submittal) for requirements.

12) Post Construction Storm Water Management

The 60% Post Construction Storm Water Management Submittal is a development over the Preliminary Post Construction Storm Water Management Submittal produced at 30% Submittal. Refer to the previous section (30% Drawings and Specifications Submittal) for requirements.

13) Design Analyses

The 60% Design Analyses Submittal is a development over the Preliminary Design Analyses Submittal produced at 30% Submittal. Refer to the previous section (30% Drawings and Specifications Submittal) for requirements.

14) Area Tabulation

The 60% Area Tabulation Submittal is a development over the Preliminary Area Tabulation Submittal produced at 30% Submittal. Refer to the previous section (30% Drawings and Specifications Submittal) for requirements.

15) Commissioning (Cx)

- a) The Design-Builder, and its A/E team, with the assistance of BGPAA's Commissioning Team and the Commissioning Manager (CxM) shall develop a final outline of the commissioning plan CxP, and provide a developed organizational plan for the Cx team (using placeholders for unselected Subcontractor Cx team members).
- b) See "Project Commissioning and Training" PR for Commissioning Requirements.

16) Testing and Inspection

The 60% Testing & Inspection Submittal is a development over the Preliminary Testing & Inspection Submittal produced at 30% Submittal. Refer to the previous section (30% Drawings and Specifications Submittal) for requirements.

4. **90% and 100% Drawing and Specifications Submittal Requirements**

- a. It is not BGPAA's intent for this list to be all inclusive but to give guidelines to establish an expected drawing requirement. These requirements shall be modified to suit the project through discussions with BGPAA. In addition, Regulatory Agencies may require additional drawings or information.
- b. The requirements of this section build over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for drawing and specification requirements.
- c. The Construction Documents or 100% Drawing and Specifications submittal shall address the comments and complete any omissions from the 90% Drawing and Specifications Submittal Review by BGPAA, BGPAA's Project Approval Team (PAT), and Regulatory Agencies. Per the BGPAA DCH, the Construction Documents plans and specifications shall include all information in pervious submittals plus all annotated comments from previous submittals, and shall include complete drawings with all plan, profile, detail, section, schedule, calculation, and miscellaneous sheets.
- d. The intent of this progressive design-build project delivery is to fully integrate Design and Construction teams, taking advantage of BIM coordination and the rigorous Coordination and Detailing activities required in the PR covering VDC and BIM, to ensure a fully integrated and coordinated set of drawings. Subcontractors are expected to fully integrate their drawings into the BIM model with the intent to produce buildable construction documents, alleviating the need for significant subsequent work on shop drawings.
- e. Subcontractors shall provide a sufficient level of detailing and coordination into the model and the resulting drawings to be able to use the design-build grade Construction Documents as their Shop Drawings or as a significant portion of shop drawings, thus streamlining fabrication and coordination during installation of the work.

1) General Requirements

- a) Cover sheet to include:
 - (i) Project title.
 - (ii) Name, address, and phone number of all professionals.
 - (iii) Name, address, and phone numbers of the Design-Builder.
 - (iv) Date and package submittal (50%, 90% and final).
- b) Sheet index list in numerical order for all disciplines.

- c) General information sheet.
 - (i) Project vicinity map.
 - (ii) Project location map.
 - (iii) General project notes.
 - (iv) Square footages
 - (v) Construction type and occupancy groups
- 2) Site and Civil Drawings and Specifications Requirements
 - a) The 90% Site and Civil Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.
 - b) Site Design
 - (i) Site Plan overall at 1" = 40' showing sheet cross references and structures and elements.
 - (ii) Civil Drawings at 1" = 20' showing:
 - (a) Site plan showing all paving, sidewalks, curbs, fences, aprons, taxilanes, taxiways, service areas and access routes and parking, retainage walls, and other site improvements.
 - (b) Prepare a site boundary and topography plan.
 - (c) Prepare a complete demolition plan.
 - (d) Prepare a complete storm drainage plan.
 - (e) Prepare a complete storm drainage profile plan.
 - (f) Prepare a complete sewer plan.
 - (g) Prepare a complete sewer profile plan.
 - (h) Prepare a complete fire and domestic water plan.
 - (i) Prepare a complete fire and domestic water profile plan.
 - (j) Prepare a complete erosion control plan.
 - (k) Prepare a complete site horizontal control plan.
 - (l) Prepare a complete site mechanical piping plan (natural gas).
 - (m) Prepare a complete site electrical plan primary power.
 - (n) Prepare complete plans showing all associated detailing as required.

- c) Hardscape Drawings
 - (i) Symbols list and abbreviations.
 - (ii) Hardscape site plan at 1" = 40' showing sheet cross-references and all structures.
 - (iii) Hardscape plans at 1" = 20' showing:
 - (a) Dimensions, alignments, finishes appropriate sections, elevations of entry locations, site stairs etc.
 - (b) Coordination of civil below and above grade systems.
 - (c) Existing (site to remain) and transitions.
 - (iv) Hardscape drainage above grade plans at 1" = 20' showing:
 - (a) Building spot elevations at grade changes showing stepped footings/grade intersections.
 - (b) Drainage patterns showing slopes and percentages to all drainage locations and post construction BMPs if required.
 - (c) Site parking and road system drainage.
 - (d) Existing structures and paving drainage.
 - (e) Existing transitions.
 - (v) Site lighting plan at 1" = 20' showing:
 - (a) All light fixture types (Including bollards)
 - (b) Cut sheets of types of light fixtures
 - (c) Submit photometric of existing and proposed light fixtures for review
 - (d) Light fixture schedule
 - (e) Elevations and dimensions to all lights fixtures
 - (vi) Detail sheets at $\frac{3}{4}" = 1'-0"$ minimum showing:
 - (a) Site wall sections
 - (b) Plan enlargements
 - (c) Details
 - (d) Plaza and hardscape joint patterns (including expansion and control joints – Max 30" in each direction)
 - (e) Concrete finish schedule
 - (f) Site guardrails and details
 - (g) Planter drain clean out and details

(h) Typical pavement sections

3) Architectural Drawings and Specifications Requirements

The 90% Architectural Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.

a) General information sheets including:

(i) Architectural symbols and legends

(a) Architectural abbreviations

(b) Applicable codes

(ii) Fire and accessibility site access drawing

(iii) Fire code occupancy diagrams

(iv) Fire code travel distance and existing diagrams

(v) Wall, structural and penetrations with UL assemblies noted

(vi) Wall types and all pertinent information.

(a) Assemblies and configuration

(b) Dimensions

(c) STC ratings

(d) Stud sizes and types

(e) Block walls

b) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Drawings shall include:

(i) Floor plans shall include:

(a) Wall types

(b) Dimensions

(c) Detail references

(d) Elevation references (interior and exterior)

(e) Building section marks

(f) Wall section marks

(g) Enlarged plan areas

- (h) Room / area names and numbers
 - (i) Door numbers
 - (j) Casework and equipment (screened)
 - (k) Wall fire codes (screened)
 - (l) Key plan
 - (m) Cross reference information
 - (n) Match line
 - (o) Equipment pads dimensioned and located
 - (p) Code or program required sight lines
 - (q) Other information specific and generic as applicable
- ii. Opening schedule, for each level and will include all openings.

The basic information shall be:
 - (a) Door number
 - (b) Room / area number
 - (c) Opening size
 - (d) Fire rating
 - (e) Glazing type
 - (f) Frame material and finish
 - (g) Door material and finish
 - (h) Elevation reference
 - (i) Head, jamb, sill reference
 - (j) Hardware Group
 - (k) Special remarks/conditions
- iii. Window, door, frames, louvers elevations sheets at $1/4" = 1' - 0"$.
- iv. Reflected ceiling plan at $1/8" = 1' - 0"$ illustrating:
 - (a) Ceiling types
 - (b) Changes in elevation and the elevation
 - (c) Detail references

- (d) Cut tile locations and starting points of lay-in ceiling layouts (Layouts shall be started from the center of the room. Devices shall be centered in tiles unless BGPAA agrees to other locations. For Larger areas, layouts have to be started to create a pleasing aesthetic arrangement).
 - (e) Dimensions to fixtures
 - (f) All ceiling mounted fixtures and devices identified and coordinated
 - (g) Ceiling symbols legend.
- c) Elevations and Sections (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Drawings shall include:
 - (i) Building elevations and section elevations of all elevations and shall contain.
 - (ii) Appropriate fenestration and building element dimensions.
 - (iii) Building section marks.
 - (iv) Wall section marks.
 - (v) Building expansion and contraction joints (horizontal and vertical).
 - (vi) Panel joints and dimensions.
 - (vii) Details references.
 - (viii) Material identification.
 - (ix) Column markings and dimensions, floor and parapet elevations
 - (x) Enlarged elevation markings.
 - (xi) Dashed footing locations.
 - (xii) Dimensioning and floor elevations.
 - (xiii) General and specific notations.
- (ix) Wall sections and selected building elevations at 1/4" = 1'-0" minimum and shall contain:
 - (a) Material identification
 - (b) Detail references (head, jamb, sill at each opening)
 - (c) Roof detail markings

- (d) Deflection detail references
 - (e) Perimeter drainage and waterproofing limits
- d) Details (Scale: Not less than 1/4 inch = 1 foot 0 inches). The Design Drawings shall include detail plans, sections, and elevations for the following types of space:
- (i) Waiting Areas
 - (ii) Offices
 - (iii) Restrooms and support areas.
 - (iv) Other areas of special design.
 - (v) Details of the exterior skin systems at 1 1/2" = 1'-0" minimum showing all dissimilar material intersections and system connections.
 - (vi) Details of the interior systems at 1 1/2" = 1'-0" minimum showing all conditions that cannot be accurately portrayed on plan.
 - (vii) Reflected ceiling details at 1 1/2" = 1'-0" minimum.
- 4) Structural Drawings and Specifications Requirements

The 90% Structural Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.

- a) Structural Design
- (i) General sheet(s) showing and calling out:
 - (a) Abbreviations
 - (b) Symbols and legends
 - (c) Materials and strengths
 - (d) Design criteria
 - (e) Wind criteria
 - (f) Seismic criteria
 - (g) Earthwork assumptions
 - (h) General notations on systems and methodology of attachment.
 - (i) Wall and structural frame ratings as required by code.

- (ii) Foundation Plans and Zone Cross References ($1/8" = 1'-0"$):
 - (a) Grids
 - (b) All dimensions
 - (c) All keying (details and elevations)
 - (d) General and specific notations
 - (e) Top of footing elevations
 - (f) Pit locations, slopes and clearances
 - (g) Other pertinent information for coordination purposes and construction.
- (iii) Floor plans and zone cross references at $1/8" = 1' - 0"$ and shall contain:
 - (a) Grids
 - (b) All dimensions
 - (c) All keying (details and elevations)
 - (d) General and specific notations
 - (e) Other pertinent information
 - (f) Mechanical/Electrical and other equipment pads.
 - (g) Pit locations
 - (h) Enlarged plans at $1/4" = 1'-0"$
- (iv) Roof framing and zone cross references ($1/8" = 1' - 0"$):
 - (a) Grids
 - (b) All dimensions
 - (c) All keying (details and elevations)
 - (d) General and specific notations
 - (e) All equipment pads and curbs
 - (f) Elevations for sloping concrete coordinated with architectural substrate
 - (g) Structure and embedment locations for all structural systems attached to the roof.
 - (h) All dimensions including penetrations, opening, locations of embedments and other pertinent information
 - (i) Other pertinent information for coordination purposes
- (v) Shear wall elevations at $1/4" = 1'-0"$ minimum showing all shear walls and all penetrations and embedments.

- (vi) Stairwell and stair sections at $1/4" = 1'-0"$ minimum showing rebar placement, dimensions, thickness of materials, and coordination of embedments. hand rails, etc.
 - (vii) Foundation and wall sections at $3/4" = 1'-0"$ minimum:
 - (viii) Details at $3/4" = 1'-0"$ minimum.
 - (ix) Foundation substrate and perimeter drainage systems.
 - (x) Footing schedule
 - (xi) Beam schedule
 - (xii) Miscellaneous metals detailing including:
 - (a) Toilet partitions.
 - (b) Embedments.
 - (c) Curtain wall/windows wall attachments.
 - (d) Special hanging devices.
 - (e) Bracing of interior and exterior wall.
 - (f) Structural tube system for the exterior system connections.
 - (g) Mechanical screen wall details and connections.
 - (xiii) Concrete masonry unit walls and associated sections and detailing.
 - (xiv) Miscellaneous structural detailing ($1/2" = 1'-0"$) minimum.
- 5) Plumbing Drawings and Specifications Requirements

The 90% Plumbing Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.

- a) General Sheets:
 - (i) Showing abbreviations, symbols and general notes.
 - (ii) All Plumbing equipment schedules including:
 - (a) Plumbing fixture pipe connection schedule
 - (b) Plumbing fixture schedule
 - (c) Equipment vibration isolation schedule
 - (d) Water heater schedule
 - (e) General and specific notation as required.
 - (f) Other schedules, references and notations as applicable.

- b) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Drawings shall include:
 - (i) All piping on the floor-level plan in which it will be installed.
 - (ii) The locations of main waste lines and stacks and vents as well as all service mains, including those for water, air, gas, and vacuum.
 - (iii) All pieces of equipment—including pumps, tanks, generators, pressure-reducing valves, and so on—showing their locations and required piping connections.
 - (iv) Plumbing plans showing: sizes of plumbing piping, cleanout locations and types, valves, floor drains and types, general notations, water hammer arrestors, equipment connections, vents, sub soil drainage and cleanouts, outside building extensions, all associated elevations and specific notations. Systems to be shown:
 - (a) Storm sewer system
 - (b) Sanitary waste and venting system
 - (c) Natural gas or other fueling system
 - (d) Hot water distribution system
 - (e) Cold water distribution system
 - (f) Other special systems as required
- c) Roof plan at 1/8" = 1'-0" showing; plumbing vents and types, equipment drains, roof drains and square footage of drain area, overflow drains, cold water faucets
- d) Enlarged plans at 1/4" = 1'-0" for all head and equipment, congested areas and associated sections (2 per room minimum) to be on the same sheet as the head end equipment or room.
- e) System diagrams
 - (i) Sanitary waste and vent piping diagrams.
 - (ii) Domestic water system diagrams.
 - (iii) Natural gas system diagrams.
 - (iv) Other system diagrams and appropriate.

- f) Plumbing details at 1 1/2" = 1'-0" shall include:
 - (i) Typical pipe support details
 - (ii) Condensate drain details
 - (iii) Wall and floor penetrations with associated U.L. numbers.
 - (iv) Trap primer details.
 - (v) Roof leader detailing.
 - (vi) Miscellaneous detailing.
- g) Plumbing drawings shall indicate the complete plumbing system in detail and shall include methods for fastening equipment to the structure to resist seismic forces.

6) HVAC Drawings and Specifications Requirements

The 90% HVAC Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.

- a) Drawings shall indicate proposed points of connection to existing Facility utility systems. Refer to Civil Drawings requirements for site plans.
- b) General Sheets:
 - (i) Showing abbreviations, symbols and general notes.
 - (ii) All HVAC equipment schedules including:
 - (a) Terminal unit
 - (b) Return air diffuser/register
 - (c) Filters
- c) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Drawings shall include:
 - (i) Piping plans for each type of system on the project showing; sizing, general notes, expansion loops, continuation cross references to large plans, equipment connections, loading criteria (GPM.).
 - (ii) HVAC ductwork and distribution plan for each type of system on the project showing; sizing, materials, fire and/or smoke dampers, specific equipment connections, valves and their associated sizes with cfm, dampers, enlarged plan referencing systems.

- d) Enlarged plans at 1/4" = 1'-0" for all head end equipment shall include a layout of all equipment rooms to ensure that the proposed equipment will fit in the allotted space with at least 2 sections per room and congested areas with associated sections. The following specific areas are required:
 - (i) Congested areas
 - (ii) Two sections at all air handlers
 - (iii) Exhaust/duct enclosures showing transitions, duct supports, access doors, plenums, dampers, etc.
 - (iv) Boiler room
 - (v) Typical Building cross sections
 - (vi) Roof equipment layout
- e) HVAC and piping details shall include (1 1/2" = 1'0"):
 - (i) Fire/smoke damper details
 - (ii) Damper (Fire) and register detail
 - (iii) Duct transition details
 - (iv) Terminal air box and duct arrangements and assemblies
 - (v) Duct connection details
 - (vi) Typical diffuser connection details
 - (vii) Pipe support details
 - (viii) Pipe penetration through rated walls and floors with UL number or appropriate testing labs.
 - (ix) Roof mounting details for equipment, supports, duct penetrations, etc.
 - (x) Vibration isolation details
 - (xi) Typical and specific seismic bracing and support details

- f) System Diagrams
 - (i) Heating system
 - (ii) Heating system diagrams
 - (iii) Heating hot water system controls, including sequence of operation.
Cooling system
 - (a) Cooling system diagrams
 - (b) Chilled water tertiary pump control including sequence of operation.
 - (iv) High Temp Water
 - (a) HTW piping flow diagram
 - (b) Control diagram, including sequence of operation.
 - (c) Water heater steam diagram including sequence of operation.
 - (d) Drip elbow at safety and relief valves details
 - (v) HVAC control
 - (a) HVAC control diagrams
 - (b) System architecture and sequence of operation.
 - (c) All air handling units and sequence of operation.
 - (vi) Office area ventilation diagram and sequence of operation.
 - (vii) Fan coil control diagram and control panel wiring diagram.
 - (viii) Combination smoke/fire and smoke damper wiring diagram.
 - (ix) Variable air volume box (cooling only) - control diagram and sequence of operation.
 - (x) Variable air volume box with reheat - control diagram and sequence of operation.
 - (xi) Constant volume (cooling only) control diagram and sequence of operation.
 - (xii) Constant volume (with reheat) control diagram and sequence of operation.
- g) All HVAC drawings shall indicate the complete heating, ventilating, and air-conditioning systems in detail and shall include methods for fastening equipment to the structure to resist seismic forces.

7) Electrical Drawings and Specifications Requirements

The 90% Electrical Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.

- a) Electrical drawings shall indicate all components of the electrical system in place and connected to the sources of services. A sufficient level of detail shall be provided to illustrate connections, routings, and other items in complex areas. All wiring shall be final- sized. Detailed methods for fastening equipment to the structure to resist seismic forces shall be indicated.
- b) The power, signal, and communications layouts shall be shown on one set of drawings, and the lighting layouts shall be shown on a different set of drawings. Use standard symbol conventions.
- c) General sheets: showing abbreviations, symbols (signal, security, single line, lighting, raceway types, power), and general notes.
 - (i) All Electrical equipment schedules including:
 - (a) Outlet schedule.
 - (b) Lighting fixture schedule.
 - (c) Lighting control schedule.
- d) Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Drawings shall include:
 - (i) Underground conduit layout at 1/8" = 1'-0" showing all underground connections and conduit sizes.
 - (ii) All floor plans at 1/8" = 1'-0" showing but not limited to: symbols, equipment, connections, motors, circuiting, 'J' boxes, equipment call outs, outlet types, enlarged plan references, typical and specific detail references, isoduct (outlets, devices, references), panel boards, and other appropriate information.
 - (iii) Locations of light fixtures, receptacles, switches, power outlets, and all circuits.
 - (iv) Provide specific floor plan requirements to meet program needs.
 - (v) Task lighting all floor plans at 1/8" = 1'-0" showing but not limited to: all fixtures, dimensions of fixtures, switches, and all circuits.

- (vi) Telecommunication devices on floor plans at 1/8" = 1'-0" and shall include: all devices, dimensions of devices, cable tray layouts.
- e) Roof plan at 1/8" = 1'-0" showing but not limited to: all equipment and the connections, motor control center, lights, conduit runs, convenience Large-Scale Drawings (Scale: Not less than 1/4 inch = 1 foot 0 inches) showing but not limited to: all electrical rooms, all telecommunication closets, generator/pump areas. The Drawings shall include a layout of all equipment rooms to ensure that the proposed equipment will fit in the allotted space.
- f) Electrical details at 1 1/2" = 1'-0" including but not limited to: telecommunications conduit details, service grounding details.
- g) System Diagrams
 - (i) Provide a single-line electrical distribution diagram showing primary service to substations and secondary service to distribution switchboards, motor control centers, and panel boards for power and lighting. This diagram shall include and show the permanent as well as temporary points of connection to external utilities such as high-voltage, telephone, and all signal systems.
 - (ii) Indicate each load center unit substation, motor control center, distribution switchboard, telephone / IT equipment room, and closet. Indicate the types and locations of lighting fixtures in typical offices, corridors, restrooms, and similar spaces, and use a schedule for detail.
 - (iii) Feeder and conduit sizes and a schedule of feeder breakers or switches.
 - (iv) Electrical single line diagram showing all elements from the existing high voltage connection through individual panel boards.
 - (v) Fire alarm diagrams; showing all elements from the main fire alarm panel to devices.
 - (vi) Telecommunication system diagram; showing all conduits, devices, and provisions for a complete communications system including telephone system.

- h) Panel board schedules (maximum of 6 per sheet) as large as possible showing but not limited to: general panel information (mounting type, device type, device family, bus amps, enclosure type, voltage LL, voltage LG, fault duty) specific information (circ #, description location including room/area number, load type, unit load, load quantity, demand load, total VA load, phase, device amps, device phase, special remarks.)

8) Fire Suppression Drawings and Specifications Requirements

The 90% Fire Suppression Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.

- a) Fire protection sprinkler drawings shall indicate all components of the system in place and connect to the sources of services. Include seismic restraint details and connections to structural support system. Include as a minimum:
 - (i) General sheets showing abbreviations, symbols, general notations and specific notations regarding calculations, head types, stand pipes, and general details.
 - (ii) Suppression floor plans at 1/8" = 1'-0" showing; all piping runs, sprinkler head locations, reflected ceiling and roof plans, and types, stand pipe locations and valve locations.
 - (iii) Riser diagram of the suppression system from the water connection outside the building, and the distribution throughout the building including fire pump (if required), floors identified and all system and fire alarm interface accessories and valves.
 - (iv) Equipment schedules and material specifications.
 - (v) Water flow test results.
 - (vi) Sprinklers zoning and water flow switches.
 - (vii) Building water supply and backflow location.
 - (viii) Miscellaneous details (1 1/2" = 1'-0").
 - (ix) Calculations.

9) Fire Alarm Drawings and Specifications Requirements

The 90% Fire Alarm Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.

- a) General sheets: showing abbreviations, symbols, and general notes
 - (i) Fire alarm equipment schedules, including: Device schedule.
- b) Fire alarm floor plans at 1/8" = 1'-0" showing; Fire alarm zones, interface locations with other systems, wall mounted devices, ceiling mounted devices, reflected ceiling plans, Fire alarm panel location and remote annunciator panel location, monitoring locations, smoke detection systems, Duct smoke detector locations, Smoke damper locations, elevator control coordination, other miscellaneous items and control interfaces.
- c) The following diagrams:
 - (i) Building fire alarm riser diagram.
 - (ii) Typical fire alarm device wiring.
- d) The following details:
 - (i) Sequence of operation of the fire alarm systems.
 - (ii) Voltage drop calculations.
 - (iii) Miscellaneous details of the fire alarm system.

10) IT/ Communication, Security and Integration Drawings and Specifications Requirements.

The 90% IT/ Communication, Security and Integration Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.

- a) General sheets: showing abbreviations, symbols, and general notes.
Low Voltage equipment schedules, including: Device schedule.

- b) Communication / Low Voltage drawings shall include:
 - (i) All communication system equipment, cabinets, boards drawn to scale, telephone outlets, intercom stations, repeater stations, etc.; one-line diagram of communication systems.
 - (ii) Applicable standard details from the BGPAA DCH guidelines modified to suit project.
- c) Security floor plans shall include:
 - (i) All security system control and monitoring equipment drawn to scale, sensor locations and types.
 - (ii) Applicable standard details from these guidelines modified to suit project.
 - (iii) Security devices.
 - (iv) Security signage.
 - (v) Individual zone location and designation, with all alarm device locations, including the security alarm and data panel, annunciators, and any other devices necessary for the operation of the system.
- d) Scope and Integration: Submit Communication /Low Voltage and Security floor plans at 1/8" = 1'-0" showing: Low voltage systems, interface locations with other systems, wall mounted devices, ceiling mounted devices, reflected ceiling plans, Low voltage panel location and routers location, monitoring locations, server locations, cable tray, conduits (vertical and horizontal) control coordination, other miscellaneous items and control interfaces to provide a full operating systems that is integrated with existing systems, security systems, and others as required by BGPAA.
- e) Include the following diagrams:
 - (i) Building fire structured cable diagrams.
 - (ii) Typical Low Voltage device wiring.
- f) Include the following details:
 - (i) Sequence of system operations.
 - (ii) Miscellaneous details of the low voltage system.
 - (iii) Miscellaneous details of the Security system.

- g) Complete Specifications for Communication / Low Voltage and Security Systems.

11) Food Service Drawings and Specifications Requirements

The 90% Food Service Submittal builds over the requirements of the prior 60% Drawings and Specifications submittal requirements, with the intent to provide a complete constructible set of documents, which includes all the information and details necessary to both obtain all permits and construct the work. Refer to the previous sections (30% and 60% Drawings and Specifications Submittal) for requirements.

- a) Provide complete Concessions / Food Service equipment plan with dimensions. Draw equipment to scale and show required clearances and service access areas.
- b) Complete Equipment Schedule showing utility requirements and details.
- c) Complete Concessions / Food Service equipment cut sheets.
- d) Complete and coordinated exhaust hoods drawings and requirements.

12) Commissioning (Cx) and Closeout Submittals

- a) The Design-Builder and its A/E team shall develop the Cx Outline produced at 60% Submittal into a preliminary draft Commissioning Plan (CxP) for Review with BGPAA's Commissioning Team and the Commissioning Manager (CxM). The 100% Submittal shall include the Final Commissioning Plan CxP and provide a complete organizational plan for the Cx team.
- b) The Design-Builder shall also develop, with the assistance of BGPAA's QC and Cx Team, a Project Closeout Submittal based on the Project Requirement for Project Closeout, integrating all Commissioning and Closeout activities and deliverables with the Project Baseline schedule, and accounting for all necessary project logistic plans, temporary facilities, and phasing plans, as well as the Project Requirement for "Environmental Mitigation and Special Construction".
- c) See PR for "Environmental Mitigation and Special Construction Requirements".
- d) Refer to PR for "Project Closeout" for Project Closeout Requirements.
- e) Refer to PR for "Project Commissioning & Training" for Commissioning Requirements.

DESIGN TO BUDGET COST COMPONENT FORMAT

RPT DESIGN TO BUDGET ALLOCATIONS

The form below is a sample Cost Component Format to be used for presentation of the Design to Budget Validation and all subsequent cost updates. The Design-Builder shall develop a Cost Component Format for each element of the project (i.e. Terminal, Parking Garage, Roadways, Airside, etc.)

COST COMPONENT FORMAT (SAMPLE)				
Burbank Glendale Pasadena Airport Authority Replacement Passenger Terminal (RPT) Project				
Uniformat II Level - 2 Through 4		System Quantity	System Unit Price	Total Price
A1	Foundations			\$
A2	Basement Construction			\$
B1	Exterior Enclosure			\$
B2	Roofing			\$
B3	Interior Construction			\$
C1	Stairs			\$
C2	Interior finishes			\$
C3	Conveying			\$
D1	Plumbing			\$
D2	HVAC			\$
D3	Fire Protection			\$
D4	Electrical Systems			\$
E1	Equipment			\$
E2	Furnishings			\$
F1	Special Construction			\$
F2	Selective Building Demolition			\$
G1	Site Preparation			\$
G2	Site Improvements			\$
G3	Site civil/Mechanical Utilities			\$
G4	Site Electrical Utilities			\$
Z1	General Requirements			\$
Z2	Temp Site Services			\$
Subtotal Direct Construction Price				\$
Escalation				\$
Design Development Contingency				\$
D/B's Contingency Contingency				\$
Subtotal				\$
Pre-Construction Services Phase 1				\$
Permits/Plan Check Fees				\$
Testing/Inspection				\$
Subtotal				\$
Contractor's Liability Insurance				\$
Builder's Risk Insurance				\$
State/City B&J Taxes				\$
Payment/Performance Bonds				\$
Subtotal				\$
D/B's Fee				\$
Total Construction Cost				\$

END OF THIS PR

**PROJECT REQUIREMENT
PR – 02 – [NOT USED]**

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PROJECT REQUIREMENT
PR-03 – REFERENCES**A. GENERAL****1. Definitions:**

- a. Approval: The approval of BGPAA, as called for by the Contract Documents.
- b. Directed: A command or instruction by BGPAA. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- c. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- d. Regulations: Laws, ordinances, statutes, and lawful orders issued by agencies having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- e. Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- f. Install: Operations at project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- g. Provide: Furnish and install, complete and ready for the intended use.
- h. Project Site: Space available for performing construction activities.

2. Industry Standards

- a. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- b. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- c. Copies of Standards: Each entity engaged in construction on Project shall be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

- d. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

3. Abbreviations and Acronyms

- a. INDUSTRY ORGANIZATIONS: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents. Also refer to definitions, abbreviations and acronyms in the General Conditions.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.americanbearings.org	(202) 367-1155
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878
AGA	American Gas Association www.aga.org	(202) 824-7000

AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AHRI	Air-Conditioning, Heating, and Refrigeration Institute www.ahrinet.org	(703) 524-8800
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.plib.org/aitc	(303) 792-9559
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute(Now AHRI) www.ahrinet.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723

ASCE/SEI	ASCE/Structural Engineering Institute www.asce.org/communities/institutes-and-technical-groups/structural-engineering-institute	(800) 548-2723
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723
ASME	American Society of Mechanical Engineers International www.asme.org	(800) 843-2763
ASSE	American Society of Safety Engineers www.asse.org	(847) 699-2929
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	American Society for Testing and Materials International www.astm.org	(610) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWCI	Association of the Wall and Ceiling Industry www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCMA) www.wcmanet.org	(212) 297-2122
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405

BIFMA	Business and Institutional Furniture Manufacturer's Association International (BIFMA International) www.bifma.com	(616) 285-3963
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523
CPA	Composite Panel Association www.pbmdf.com	(703) 724-1128
CPPA	Corrugated Polyethylene Pipe Association www.plasticpipe.org	(800) 510-2772
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727

CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DBIA	Design Build Institute of America www.dbia.org	(202) 682-0110
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
ECA	Electronic Components Association www.ec-central.org	(703) 907-8024
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA) www.intertek-etlsemko.com	(800) 967-5352
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850

FSC	Forest Stewardship Council www.fsc.org	+49 (0) 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GREEN BOOK	Standard Specifications for Public Works Construction www.bnibooks.com	(888) BNI-Book
GRI	(Part of GSI) www.geosynthetic-institute.org	(610) 522-8440
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association(Part of NAAMM) www.naamm.org	(630) 942-6591
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
IAS	International Approval Services (Now CSA International) www.csa-international.org	(866) 797-4272
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	+41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society www.ies.org	(212) 248-5000
IESNA	Illuminating Engineering Society of North America (Now IES) www.ies.org	(212) 248-5000

IENT	Institute of Environmental Sciences and Technology www.iest.org	(847) 981-0100
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.org	+41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732
ITS	Intertek Testing Service NA (Now ETL SEMCO) www.intertek-etlsemko.com	(800) 967-5352
ITU	International Telecommunication Union www.itu.int/home	+41 22 730 5111
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA) www.mhia.org	(800) 345-1815
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937

MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-2300
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	International Electrical Testing Association www.netaworld.org	(888) 300-6382
NFPA	National Fire Protection Association www.nfpa.org	(800) 344-3555
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642

NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	(901) 526-5016
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736
NTRMA	(Now TRI) National Tile Roofing Manufacturers Association www.tileroofing.org	(312) 670-4177
NWFA	National Wood Flooring Association www.woodfloors.org	(800) 422-4556
NWWDA	(Now WDMA) National Wood Window and Door Association www.wdma.com	(800) 223-2301
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956
PGI	PVC Geomembrane Institute http://pgi-tp.cee.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network www.landcarenetwork.org	(800) 395-2522
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540

RCSC	Research Council on Structural Connections www.boltcouncil.org	
LADOT RED BOOK	City of Los Angeles Department of Transportation Developer Services website http://ladot.lacity.org/tfdevelopmentreview.htm	(818) 808-2273
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	Society of Automotive Engineers International www.sae.org	(877) 606-7323
SCTE	Society of Cable Telecommunications Engineers www.scte.org	(800) 542-5040
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE) www.asce.org/communities/institutes-and-technical-groups/structural-engineering-institute	(800) 548-2723
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(866) 817-8888
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smainfo.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100

SPFA	Spray Polyurethane Foam Alliance www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCNA	Tile Council of North America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747

USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WCSC	Window Covering Safety Council www.windowcoverings.org	(800) 506-4636
WDMA	Window & Door Manufacturers Association www.wdma.com	(800) 223-2301
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	(Now WI) Woodwork Institute of California www.wicnet.org	(916) 372-9943
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- b. CODE AGENCIES: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BBS	City of Burbank Community Development Department, Building & Safety Division www.burbankca.gov/web/community-development/building-safety	(818) 238-5220
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100

ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587
UBC	Uniform Building Code (See ICC) www.iccsafe.org	(888) 422-7233

- c. **FEDERAL GOVERNMENT AGENCIES:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000

NCHRP	National Cooperative Highway Research Program (See TRB) http://gulliver.trb.org	(202) 334-2934
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742
PBS	Public Buildings Service(See GSA) www.gsa.gov	(800) 488-3111
PHS	Office of Public Health and Science www.hhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA) www.usda.gov	(202) 720-9540
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
TSA	Transportation Security Administration www.tsa.gov	(866) 289-9673
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000
USSD	State Department www.state.gov	(202) 647-4000

- d. **STANDARDS AND REGULATIONS:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Standards for Accessible Design https://www.ada.gov/2010ADASTandards_index.htm	(800) 872-2253
ABAAG	Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities www.access-board.gov	(202) 272-0080

CFR	Code of Federal Regulations www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification http://dodssp.daps.dla.mil www.dps.dla.mil www.gsa.gov www.wbdg.org/ccb	(215) 697-2664 (202) 619-8925 (202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards http://dodssp.daps.dla.mil	(215) 697-2664
MUTCD	Manual on Uniform Traffic Control Devices https://mutcd.fhwa.dot.gov/	202-366-4000
UFAS	Uniform Federal Accessibility Standard www.access-board.gov	(800) 872-2253 (202) 272-0080

- e. STATE GOVERNMENT AGENCIES: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

Cal - OSHA	California Occupational Safety and Health Administration http://www.cal-osh.com	(916) 774-4000
CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210
CCR	California Code of Regulations www.calregs.com	(916) 323-6815
CDHS	California Department of Health Services (See CDPH)	

CDPH	California Department of Public Health, Indoor Air Quality Section www.cal-iaq.org	(510) 620-2802
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
SCAQMD	South Coast Air Quality Management District http://www.aqmd.gov/	(800) 288-7664

- f. LOCAL GOVERNMENT AGENCIES: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BWP	Burbank Water and Power www.burbankwaterandpower.com	(818) 238-3700
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4. Units of Measure

- a. General: U.S. Standard Measure, also called U.S. Customary System, is the principal measurement system in these Specifications and shall be used for construction, unless otherwise stated in the Contract Documents. If U.S. Standard Measures are specified for use in the Contract Documents, then all values used for construction shall be U.S. Standard Measures. However, certain material Specifications and test requirements contained herein use SI units specifically and conversions to U.S. Measures have not been included in these circumstances. When U.S. Standard Measures are not included in parentheses, the SI units shall control.
- b. Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.
- c. Units for Work: Where U.S. Standard Measure units are shown on the Plans or are specified, U.S. Standard Measure shall be used for the Work.
- d. Units of Measure, Equivalents and Abbreviations

One U.S. Customary Unit (abbreviation)	Is Equal To #SI Unit (abbreviation)
mil (=0.001 in)	25.4 micrometers (µm)
inch (in)	25.4 millimeters (mm)
inch (in)	2.54 centimeters (cm)
foot (ft)	0.3048 meters (m)

One U.S. Customary Unit (abbreviation)	Is Equal To #SI Unit (abbreviation)
yard (yd)	0.9144 meters (m)
Mile (mi)	1.6093 kilometer (km)
square foot (ft ²)	0.0929 square meters (m ²)
square yard (yd ²)	0.8361 square meters (m ²)
cubic foot (ft ³)	0.0283 cubic meters (m ³)
cubic yard (yd ³)	0.7646 cubic meters (m ³)
Acre (ac) (1ac=43,560 ft ²)	0.4047 hectares (ha) (1ha=10,000m ²)
gallon (gal)	3.7854 Liters (L)
fluid ounce (fl. oz.)	29.5735 milliliters (mL)
pound mass (lbs) (avoirdupois = 16 ounces or 7,000 grains))	0.4536 kilograms (kg)
ounce mass (oz)	0.02835 kilograms (kg)
ounce mass (oz)	28.35 grams (g)
Ton (1Ton=2000 lb avoirdupois)	0.9072 Tonnes (1Tonne=1,000kg)
Poise	0.10 Pascal-seconds (Pa-s)
centistoke (cs)	1.00 square millimeter/sec. (mm ² /s)
pound force (lbf)	4.4482 Newtons (N)
pound per square inch (psi)	6.8948 Kilopascals (kPa)
pound force per foot (lbf/ft)	14.594 Newtons per meter (N/m)
foot-pound force (ft-lbf)	1.3558 Joules (J)
foot-pound force per second ([ft-lbf]/s)	1.3558 Watts (W)
part per million (ppm)	1.00 milligram/liter (mg/L)
Degree Fahrenheit (°F)	0.5555 Degrees Celsius (°C)

Temperature: Celsius to Fahrenheit

Temperature °F = (1.8 x °C) + 32

Temperature: Fahrenheit to Celsius

Temperature °C = (°F - 32) / 1.8

SI Units Used in Both Systems

Ampere (A)	second (s)	Candela (cd)
Volt (V)	decibel (db)	Lumen (lm)

Common Metric Prefixes

kilo (k) 10^3	milli (m) 10^{-3}	nano (n) 10^{-9}
centi (c) 10^{-2}	micro (μ) 10^{-6}	pico (p) 10^{-12}

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PROJECT REQUIREMENT
PR-04 – GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

A. GENERAL

The (C)GMP Proposal shall adopt and incorporate all the terms and conditions of the contract and all attachments to the contract. Any proposed deviation from the original contract must be clearly and conspicuously identified to BGPAA in writing and specifically accepted by BGPAA. In the event of a conflict between any term of the (C)GMP Proposal that was not clearly and conspicuously identified and approved by BGPAA and the terms of the contract and its attachments, the terms of the contract and its attachments shall control.

B. (C)GMP DEVELOPMENT

1. Building upon the deliverables described in PR-01, Design-Builder shall provide a complete Proposal Binder for each CGMP and/or GMP (collectively (C)GMP) work package. (C)GMPs may be submitted following receipt of Trade bids from Subcontractors. Alternatively, BGPAA and Design-Builder may mutually agree to negotiate the (C)GMP Proposals upon completion of the 30%, 60%, and/or 90% Design Packages.
2. BGPAA, at its sole option and discretion, may specify different requirements for the (C)GMP Proposal. Design-Builder shall not withdraw its (C)GMP Proposal for 90 days following submission to BGPAA.
3. In developing each (C)GMP Proposal, Design-Builder shall identify qualifications, clarifications, assumptions, exclusions, value engineering and any other factors relevant to establishment of a (C)GMP. Design-Builder shall review development of the (C)GMP Proposal with BGPAA on an ongoing basis throughout Phase 1 to address clarifications of scope and pricing, distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of a (C)GMP.

C. SUBMITTAL REQUIREMENTS

1. The (C)GMP Proposal must include a written description of how it was derived that specifically identifies the clarifications and assumptions made by Design-Builder in developing the (C)GMP and the monetary amounts attributable to them.
2. The (C)GMP Proposal shall include, without limitation, a breakdown of Design-Builder's estimated General Conditions Costs and estimated Costs of the Work organized by trade; contingency amounts; Fees & Markups; and the proposed Contract Time, including dates for Notice to Proceed, Substantial Completion and Final Completion.
3. The (C)GMP Proposal shall allow for reasonably expected changes and refinements in the Drawings and Specifications through completion of the Construction Documents, except for material changes in scope.

4. Included with its (C)GMP Proposal, Design-Builder shall provide two complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents that fully describe the Project as developed at the time of the (C)GMP Proposal and that are relevant to the establishment of the (C)GMP. The bound supporting documents shall be referenced by, and incorporated into, the (C)GMP Proposal.
5. The (C)GMP Proposal and all supporting documents shall identify and describe all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the (C)GMP. The (C)GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality of material and workmanship shall prevail over all other interpretations.

D. REPRESENTATIONS

1. In submitting the (C)GMP Proposal, Design-Builder represents that it will provide every item, system or element of Work that is identified, shown or specified in the (C)GMP Proposal or the supporting documents, along with all necessary or ancillary materials and equipment for their complete operating installation, unless specifically excepted by BGPAA. Upon BGPAA's acceptance of the (C)GMP Proposal, Design-Builder shall not be entitled to any increase in the (C)GMP, for any (C)GMP approved prior to 100% design, due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the Project as described in, and reasonably inferable from, the (C)GMP Proposal or the supporting documents used to establish the (C)GMP.
2. BGPAA may accept or reject the (C)GMP Proposal or attempt to negotiate its terms with Design-Builder. Upon acceptance by BGPAA of the (C)GMP Proposal in writing, both parties shall execute the (C)GMP Proposal. The terms of the (C)GMP Proposal, including the (C)GMP and the supporting documents, will therefore become part of this Agreement between the BGPAA and Design-Builder. If BGPAA rejects the (C)GMP Proposal Design-Builder may proceed with the work on a Time and Materials basis allowing time to come to complete negotiations if both parties agree. If the parties are unable or unwilling to agree on a (C)GMP, BGPAA may terminate this Agreement.
3. Following BGPAA's acceptance of the (C)GMP Proposal, Design-Builder is responsible to monitor the development of the Construction Documents so that, when complete, the Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, exclusions and value engineering issues identified in the (C)GMP Proposal.

4. The Parties may agree to convert budgets within the (C)GMP to lump sum amounts at any time after Design-Builder has received bids or proposals from trade contractors or subcontractors for the performance of elements of the Work. In proposing lump sum amounts, Design-Builder shall identify buyout savings, unused allowance and/or contingency amounts, and other trade package contracts that have not been finalized. In preparing a lump sum conversion proposal, Design-Builder shall provide the following information:
 - a. The stage of completion of the Project;
 - b. The trade packages that have been completely bought out;
 - c. The trade packages remaining that have not been bought out;
 - d. A complete line item breakdown of the calculations used to establish a lump sum amount based on the (C)GMP Schedule of Values;
 - e. An accounting of all savings amounts that are to be returned to BGPAA as part of the lump sum calculation; and
 - f. Any other Project information requested by BGPAA.
5. Design-Builder shall document the actual Cost of the Work at buyout as compared to the (C)GMP Proposal and shall report this information to BGPAA with Design-Builder's recommendation for selection of a bid or proposal for each subcontracting package.

E. (C)GMP PREPARATION GUIDELINES

1. Pre-Submittal Requirements:
 - a. Scope Definition: Prior to (C)GMP submittal, Design-Builder shall thoroughly review the (C)GMP package with BGPAA and determine if the scope is sufficiently defined and identify those areas requiring additional scope definition.
 - b. Schedule: The anticipated Notice To Proceed and Substantial Completion dates shall be coordinated with and approved by BGPAA.
 - c. Value Engineering: Proposed value engineering items included in the (C)GMP shall be updated from previously submitted value engineering and should reflect the "final acceptance" of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by BGPAA prior to (C)GMP submittal.
 - d. Pre-submittal Conference: Design-Builder shall schedule a conference with BGPAA as soon as practicable but no later than four weeks prior to submitting the (C)GMP to BGPAA. Issues regarding the required materials to be included in the (C)GMP should be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. Additionally, a review of acceptable "General Condition" items, as defined in the Contract, is required.

2. Consolidation of Review Comments:

- a. Design-Builder shall provide a Log with individual written responses to each review comment. Each response shall indicate how the comment was addressed, and where (document title, page #, etc.) in the (C)GMP Proposal the corresponding information can be found.

3. Multiple (C)GMPS:

- a. In order to expedite the project schedule, BGPAA and Design-Builder may execute multiple (C)GMP Proposals (stages). The requirements for this method shall be identical to the requirements for the first (C)GMP submittal/approval process.

4. General Requirements:

- a. The (C)GMP Proposal shall be submitted at the point in the Phase 1 work mutually acceptable to BGPAA and Design-Builder. The (C)GMP Proposal shall be submitted in the format described herein. Proposals substantially deviating from the required format will be returned to Design-Builder for re-submittal. No additional time nor compensation will be granted due to non-confirming or incomplete (C)GMP Proposals.

F. (C)GMP Proposal Format

Design-Builder shall prepare (C)GMP Proposal(s) in the following format to ensure completeness and consistency.

Section	Content
Proposal Booklet Cover	Cover must contain, at a minimum, the title "Guaranteed Maximum Price Proposal", the project name, project number and date of submission.
TAB – 1:	Transmittal letter (including confirmation of project team)
TAB – 2:	Table of Contents
TAB – 3:	Project Description and Additional Documents: Provide a general description of the scope of work agreed to for the (C)GMP.
TAB – 4:	GMP Price Summary: Provide a summary of the total (C)GMP cost using the previously agreed to format and WBS.
TAB – 5:	List of Documents and Specifications: Provide a recital of the specific Design & Construction Documents, including drawings, specifications, and all addenda thereto, used in preparation of the (C)GMP proposal, (project manual(s), drawings by sheet number & date (revised dates), etc.)
Tab – 5a:	Qualifications, Clarifications, and Assumptions: Provide a summary of all qualifications, clarifications and assumptions for the Scope of Work.
Tab – 5b:	Variances to BGPAA Standards and Procedures for Design & Construction Include a list of variances from BGPAA standards and procedures, if any. Include a statement of why the variance has occurred, benefits of or justifications for the proposed variances and the impact of the proposed variance on the cost, schedule or quality of the Project.

Section	Content
TAB – 5c:	Exclusions: Provide a summary of all exclusions from the GMP. No qualifications or exclusions may be introduced that conflict with the requirements of the Contract Documents without prior written approval from BGPA.
TAB – 5d:	Proposed Substitutions, Modifications, or Variances: Provide this information if applicable.
TAB – 5e:	Record of Value Engineering Items: If applicable, provide a record of all <u>previously</u> accepted or rejected Value Engineering items.
TAB – 5f:	Allowance Schedule: Provide the schedule of allowances including descriptions, limitations and values in tabular form.
TAB – 5g:	Additive/Deductive Alternate Schedule (If applicable): A description of alternates with accompanying breakdown of cost/savings in the (C)GMP format including critical dates for inclusion in (C)GMP).
Tab – 6:	(C)GMP Cost Estimate
Tab – 6a:	Major Elements of the (C)GMP Guaranteed Maximum Cost of the Work, detailed by each subcontract, trade package, bid division, and WBS Project Component, including all quantities and unit prices.
Tab – 6b:	Schedule of Values Provide a Draft Schedule of Values using the CSI format, organized according to anticipated bid packages and including quantities, unit prices, and cost extensions. Provide a reconciliation to/with the (C)GMP and previous estimates if those proposals or estimates were organized or broken down differently. Note that SOVs for each bid package will be further broken down upon completion of subcontractor buyouts.
Tab – 6c:	Analysis of Impact to Total Budget Provide a description of how the (C)GMP fits within and/or affects the Total Project Budget.
Tab – 7:	Project Schedule, including milestones, liquidated damages, and an analysis of impacts to any previously approved Baseline Schedules.
Tab – 8:	Procurement and Packaging Plan Development of a Construction Packaging plan, including: <ol style="list-style-type: none"> 1. List and description of bid packages including long-lead procurement items. 2. Bidding and award schedule. 3. List of pre-qualified bidders organized by package. 4. Draft bid tabulation summary. The plan will also include those portions of the Work that Design-Builder proposes to perform with its own forces.
Tab – 9:	DBE Participation Plan Provide current participation levels as well as the plan for achieving the Project goals.

Section	Content
Tab – 10:	<i>Permitting Plan</i> Include a plan that identifies and lists all required permits, Authorities having Jurisdiction and those responsible for permit application and attainment.
Tab – 11:	<i>Risk Management Plan</i> Provide an updated Risk Register with current known cost exposures associated with the agreed to risk responses.
Tab – 12:	<i>Construction Work Plans</i> Provide updated Construction Work Plans including Logistics and Phasing, Safety and Quality Control.
Tab – 13:	<i>ORAT & Commissioning Plans</i> Provide an updated Commissioning Plan in accordance with PR-25 and PR-25A.
Tab – 14:	<i>Phase 2 Procedures Manuals</i> Provide updated Procedures Manuals that integrate Phase 1 procedures with consistent requirements for Phase 2.
Tab – 15:	<i>Responses to Review Comments</i> <ul style="list-style-type: none"> For each (C)GMP Proposal, Design-Builder shall include a log of all review comments provided by BGPAA regarding the associated design & construction documents and/or previous versions of the (C)GMP Proposal. Design-Builder shall provide a Log with individual written responses to each original comment. Each response shall indicate how the comment was addressed, and where (document title, page #, etc.) in the (C)GMP Proposal the corresponding information can be found.

END OF THIS PR

PROJECT REQUIREMENT

PR-05 – ALLOWANCES

A. GENERAL

1. This PR includes administrative and procedural requirements governing allowances.
 - a. Certain items are specified in the Contract by Allowances. Allowances have been set aside for certain services, scope, and/or material that may be required by BGPAA, but for which definitive scopes cannot be determined until a later time or where a specific BGPAA selected vendor or consultant may be required to perform specialized work.
 - b. All Allowances will be authorized by a BGPAA issued Task Order. Design-Builder shall not assume use or access to any allowance. Any unused portion of the allowance will be deducted from the contract amount via deductive change order or may be transferred to another allowance via change order at BGPAA's sole discretion.
 - c. Each allowance item shall be considered separately for payment. Each task order issued shall be included in the Design-Builder's schedule.
 - d. All price quotes and scopes of work from vendors or the BGPAA-selected consultants for each allowance item of work, as applicable, shall be provided to and approved by the BGPAA prior to the Design-Builder proceeding with the work. The Design-Builder shall submit documentation of BGPAA-selected consultant invoice or receipt of paid permit fees, when requesting payment under the Allowance items as stipulated above. Pricing shall follow the same general guidelines as changes except where noted in allowance descriptions below.
 - e. Price quotes shall be obtained from the vendors or the BGPAA selected subcontractor/vendor by the Design-Builder in a format that clearly itemizes all labor quantities and labor rates, material quantities and material rates, equipment costs, and other cost consistent with requirements in reimbursable cost of work for the allowance. Any work performed by subcontractors to the Design-Builder or Vendor shall also be itemized as above. In the case the price quote provided by the Design-Builder selected subcontractor/vendor is unacceptable to BGPAA, BGPAA may direct the Design-Builder to proceed with the Allowance work on a reimbursable cost of work/time and material basis.

B. ALLOWANCE ITEMS

Coordinate allowance items with other portions of the Work.

Submissions for time extensions for allowances are subject to the requirements of the Contract's General Conditions for Allowances and all schedule requirements in the Contract. Schedule consideration will only be considered where stated in the allowance description.

1. Allowance 1 Collaboration

This allowance covers the cost for the Design-Builder to engage a professional collaboration/partnering facilitator as mutually agreed between BGPAA and the Design-Builder; No Design-Builder mark-up will be permitted for this allowance.

2. Allowance 2 Hazmat Abatement; Contaminated Soil Remediation

This allowance provides for Inspection and removal of Hazardous materials in existing structures and subsoil. It includes procurement of a qualified Hazardous Materials Contractor with a qualifying HAZ license (Hazardous Substance Removal Certification) pursuant to Title 16, Division 8, Article 3 of the California Code of Regulations for testing, removal and abatement of such materials.

3. Allowance 3 Third-Party Testing and Inspection

This allowance is for the sole use of BGPAA for additional third party and inspection testing that BGPAA may request.

No Design-Builder mark-up will be permitted for this allowance

4. Allowance 4 BGPAA Staff Travel for Site Inspection of Equipment and/or Materials

If BGPAA staff is required to travel for any project conditions; Inspections, equipment review/selection, materials reviews or other related project issues, the travel will be paid through use of this allowance by the Design-Builder in accord with BGPAA's travel policy.

No Design-Builder mark-up will be permitted for this allowance.

5. Allowance 5 Project Models and 3D Video

This allowance covers the cost for the Design-Builder to engage a professional Model Builder and/or services to develop 3D Video as designated by BGPAA.

6. Allowance 6 BGPAA Design Allowance

This allowance is at the complete discretion of BGPAA and covers additional design costs not previously covered by the contract or other allowances.

7. Allowance 7 Off-Airport Roadway Improvements

This allowance covers the cost for the Design-Builder to design and construction off-airport roadway improvements required under the various entitlement documents.

8. Allowance 8 Demolition of Existing Terminal and Parking Structure

This allowance covers the cost for the Design-Builder to demolish the existing terminal and parking structure A and install a new perimeter security fence.

9. Allowance 9 Establish the Project Management Office

This allowance covers the cost of establishing the Project Management Office (PMO).

C. ALLOWANCE PRICING SUMMARY

1. Allowance cost will be reimbursed in accordance with the General Conditions. Any additional Design applicable to an executed Allowance will be in accordance with paragraph 2 below.
2. Execution of the following represents the only Allowances where additional Design costs may be applicable.

Allowance 6: BGPAA Design Allowance

Allowance 7: Off-Airport Roadway Improvements

Allowance 8: Demolition of Existing Terminal and Parking Structure

Allowance 9: Establish the Project Management Office

3. No Pre-construction services are assumed to be necessary for any allowances in Phase 1.

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PROJECT REQUIREMENT
PR-06 – CONSTRUCTION SITE FIELD FACILITIES

A. DESIGN-BUILDER'S CONSTRUCTION FIELD OFFICE

1. BGPAA will provide a location for the Design-Builder's Construction Site Field Offices, Laydown Area and Parking Areas on the project site. Installation of the Construction Field Facilities, including all permitting, furnishings, equipment, and utilities shall be completed by the Design-Builder and shall be maintained by the Design-Builder through the duration of the Project. The Design-Builder is responsible for the installation and maintenance, including any direct or incidental expenses related to telecommunications line between field office(s) and point of service and the maintenance, use, and upkeep for the duration of the Project. The Design-Builder is responsible for telecommunications, including internet access (cable, T1, etc.). The Design-Builder is responsible for ensuring that the Construction Site Field Office(s) are properly permitted (including plumbing, electrical, and sewer permits).
2. The Construction Site Field Facilities shall have janitorial services, a minimum of two times per week. The location of any dumpsters utilized for field office trash or recycling shall be approved by BGPAA and readily accessible by BGPAA.
3. The Design-Builder's Laydown Area 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 Design-Builder. The site 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 BGPAA. Stockpiling of any material will not be permitted without prior approval of BGPAA. Failure to maintain the Laydown Area in a neat and orderly condition will result in a liquidated damages assessment of \$1,000 dollars per day, with no maximum limit. The Design-Builder's Payment Request will be adjusted to reflect this assessment. BGPAA reserves the right to have a Third Party contractor maintain the Laydown Area.
4. Heating and air conditioning of sufficient capacity shall be provided to adequately control the temperature at all times. In the event that temperature is not within an acceptable range regardless of cause for more than two hours, the Design-Builder shall take necessary measures (including temporary cooling) to restore temperature within one hour to an acceptable range as determined by BGPAA.

5. The Design-Builder shall provide integral sanitary facilities within offices for the sole use of office personnel. Sanitary facilities shall include a water closet and washbasin with hot and cold potable running water. Design-Builder to obtain sanitary sewer permit and provide connection to sanitary sewer if permitting agency requires. 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 eye washers, and continuous on-going supply of all disposable goods. Separate restrooms shall be provided for Men, Women, and a Gender neutral facility. The Design-Builder shall provide for cleaning the restrooms twice a week.
6. The Design-Builder shall provide a source of drinking water in the Design-Builder's Field Offices.

B. TEMPORARY LIGHT, POWER, WATER AND TELEPHONE

1. The Design-Builder shall obtain a permit to draw water from any public fire hydrant from Burbank Water and Power. If feasible, permission for the use of hydrants located on Airport property may be obtained from BGPAA for hydrants owned and controlled by the BGPAA. Hydrants will be metered and the cost of water usage will be billed to the Design-Builder.
2. The Design-Builder shall obtain temporary power service from Burbank Water and Power as needed, including as needed at Design-Builder's Laydown and Staging Areas. Design-Builder shall make arrangements and provide interim power generation, as may be needed for temporary power until construction power service can be installed by BWP.
3. The Design-Builder shall obtain temporary telephone service as needed.

END OF THIS PR

PROJECT REQUIREMENT

PR-07 – UTILITIES

A. DEFINITIONS

Utilities shall include all above or below ground conduit, pipes, wells, ducts, cables, maintenance holes, vaults, storage tanks, meters and appurtenances associated with oil, gas, natural gas, jet fuel, water, steam, irrigation, recycled water, fire water, sewer, storm drain, hot water, chilled water, electrical, communication, fiber optic, telephone, TV, air, instrumentation and lighting systems, whether or not owned by BGPAA.

B. EXISTING CONDITIONS (Location)

1. The Design-Builder shall assume full responsibility for verifying and documenting the existing conditions, to be included in Design Services as described in the Project Requirements. This includes verifying the location, depth, alignment, size, function, and condition of all existing utilities affected by and/or relevant to the proposed project. Documentation of the condition of all affected utilities shall include electronic (photographs and video) and hard copies upon request. The Design-Builder shall perform records research, field investigations, surveying, ground-penetrating radar (GPR), and other verification methods to provide thorough and accurate records of existing conditions. The Design-Builder shall exhaust these methods prior to commencing any ground-penetrating radar (GPR), advanced technologies, exploratory excavations and/or potholing.
2. The Design-Builder shall justify to BGPAA where GPR and/or other advanced technologies are required. The Design-Builder shall perform the GPR and advanced technology investigations as soon as practicable, a sufficient time in advance of 60% design to avoid possible delays to the Work, as authorized by allowance.
3. The Design-Builder shall justify to BGPAA where exploratory excavations and potholing are required. The Design-Builder shall perform the necessary potholing and exploratory excavations as soon as practicable, a sufficient time in advance of 60% design to avoid possible delays to the Work, as authorized by allowance.
4. The Design-Builder shall create and provide to BGPAA a model of existing conditions in AutoCAD Civil 3D and PDF formats. The Design-Builder shall submit the model of existing and proposed conditions to BGPAA in the 30% design-package for review & approval and provide an updated model in all subsequent submittals. The Design-Builder is solely responsible for the accuracy of design, including the model of existing and proposed conditions.

5. The Design-Builder shall bring to BGPAA's attention the existence of certain underground facilities that may require special precautions be taken by the Design-Builder to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include: fire protection systems including fire hydrants and associated underground utilities to remain in service; conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than six inches in diameter or pipelines operating at pressures greater than 60 psi (gauge); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with a potential-to-ground of more than 300 volts. Design-Builder shall notify the Engineer at least 48 hours prior to performing any construction demolition in the vicinity of such facilities.

C. PROTECTION

1. All utilities shall be maintained continuously in service during the entirety of the Contract, unless other arrangements satisfactory to the utility-owner and BGPAA are made in accordance with the Utility Coordination And Shutdown Procedures at BUR. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. This may require physical protection (shoring, encasements, etc.) temporary realignments, and/or permanent replacements.
2. The Design-Builder shall identify where protection is required to ensure support and include the associated costs in the GMP. The Design-Builder shall, unless otherwise provided, furnish and place the necessary protection at its expense.
3. Fire and police call boxes and conduits shall be protected by the Design-Builder. Should this be damaged by the Design-Builder's operations, immediate notification shall be given to BGPAA. Damaged facilities will be replaced by BGPAA at the Design-Builder's sole expense.
4. When placing concrete around or contiguous to any non-metallic utility installation, the Design-Builder shall:
 - a. Furnish and install a 50mm (2 inch) cushion of expansion joint material or other similar resilient material; or
 - b. 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
 - c. Provide other acceptable means to prevent embedment in or bonding to the concrete.
5. 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 Design-Builder's operations, the Design-Builder shall notify BGPAA and arrange to secure the advice of the affected utility.

6. Unless otherwise specified, all underground utility conduits shall have a minimum cover of 18 inches and shall have identifying detectable warning 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 inches wide and a minimum of 4.5 mm thick, as described here:
 - a. Safety Red: Electric and lighting conduit and cables.
 - b. Safety Yellow: Gas, oil, steam, petroleum or gaseous materials.
 - c. Safety Orange: Telephone, alarm, or signal cables and conduit.
 - d. Safety Blue: Potable water or irrigation.
 - e. Safety Green: Sewer or drain lines.
 - f. Safety Purple: Reclaimed Water.
7. The detection tape shall be placed directly above and reasonably horizontal for the full length of the conduit. For conduits with less than four feet of cover, install tape four to 18 inches below the subgrade surface and at least 12 inches above the conduit. For conduits with more than four feet of cover, install tape at least three feet above the conduit. Upon completion of the Work, the Design-Builder shall remove all enclosures or protective coverings and leave the work area in a finished condition.

D. DAMAGE

1. The Design-Builder shall be responsible for protecting all utilities from damage. Any utility or improvement that is damaged by the Design-Builder shall be immediately reported in writing to BGPAA 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.
2. 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.
3. All repairs to a damaged utility or improvement shall be inspected and approved by BGPAA and an authorized representative of the utility or improvement before being concealed by backfill or other Work.
4. In case of damage which in the sole opinion of BGPAA threatens the safety of persons or property, the Design-Builder shall immediately make all repairs necessary for removal of the hazard. Should the Design-Builder fail to take prompt action to this end, BGPAA has the option to remove any hazard resulting from damages caused by the Design-Builder without waiving any other rights BGPAA may have, and actual costs plus 15% administrative fee will be charged to the Design-Builder.

E. REMOVAL

1. Unless otherwise specified, the Design-Builder shall identify all interfering utilities as “to be removed” or “to be abandoned in place” in the 30% design package, to be submitted to BGPAA for review and approval.
2. Before starting removal operations, the Design-Builder shall ascertain from BGPAA whether the abandonment is complete.
3. The Design-Builder shall notify BGPAA, in writing, 30 days in advance of taking any existing utility out of service. Arrangements satisfactory to BGPAA must be made prior to taking any existing utility out of service for any purpose. The Design-Builder shall confirm with the Inspector and BGPAA 24 hours prior to disconnection.
4. The Design-Builder shall pull out all wire from an electrical duct bank that is being abandoned and disconnect same from electrical service panel.

F. RELOCATION

1. The Design-Builder shall identify all instances where the proper completion of the Work requires the temporary or permanent relocation and/or removal of an existing utility or other improvement in the 30% design package, to be submitted to BGPAA for review and approval.
2. The Design-Builder shall, at no additional expense to BGPAA, without unnecessary delay, temporarily or permanently relocate or replace such utility or improvement in a manner satisfactory to BGPAA. All cases of such temporary relocation, removal, or restoration shall be accomplished by the Design-Builder in a manner that will restore or replace the utility or improvement to as good or better condition than was found prior to removal.
3. All existing utilities being relocated by the Design-Builder shall not be out of service for more than a 4-hour period, unless otherwise specified. This four hour shutdown period for switch-over shall be performed during off-peak hours, as approved by the BGPAA.
4. The Design-Builder must notify BGPAA 30 days in advance of any proposed connection and shall notify BGPAA and the Inspector 24 hours prior to the actual connection to any existing utility.

G. DELAYS

1. Coordination of work between various utility agencies and work by the Design-Builder shall be the sole responsibility of the Design-Builder. Delays to the schedule due to utility agency coordination issues will not be credited to the Design-Builder’s contract schedule requirements.
2. All costs incurred by the Design-Builder for coordination with the necessary agencies relative to the work affecting utilities shall be incidental to the bid items and no separate payment will be made.

3. The Design-Builder shall notify BGPAA of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the 90% Design Package and construction schedule in accordance with the contract documents. The Design-Builder shall notify BGPAA in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.
4. The Design-Builder will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations.

H. COORDINATION AND SHUTDOWNS

1. The Design-Builder shall perform thorough stakeholder-outreach throughout design and construction to ensure clear, consistent communication and consensus with BGPAA, utility owner and/or operating agencies, and other affected parties.
2. The Design-Builder shall conduct pre-activity meetings with all relevant stakeholders prior to commencing work on utilities.
3. The Design-Builder shall incorporate utilities into its Job Hazard Analysis (JHA).
4. The Design-Builder shall be responsible for all permitting and agency-coordination required for the Work.
5. The Design-Builder shall secure the service of Underground Service Company to verify the locations of all utilities. The Design-Builder shall contact utility engineers after the I.D number is obtained from the Underground Service Alert [USA] (phone: 1-800-227-2600) not less than 14 days before excavation work is started, to mark or identify existing utilities. If the utility belongs to BGPAA, City of Los Angeles, or City of Burbank, a confirmation number indicating that the utility owner has been notified shall be obtained by USA or the Design-Builder from the appropriate agency. The I.D. number together with the date acquired shall be reported to BGPAA when calling for inspection. BGPAA will not mark utility lines owned and maintained by BGPAA.
6. Notifications by the Design-Builder
 - a. The Design-Builder shall notify BGPAA in advance of taking any existing utility line out of service.
 - b. Prior to excavation in the vicinity of existing underground facilities, the Design-Builder shall again notify BGPAA, and the respective authorities representing the engineers and agencies responsible for such facilities, not less than three working days and not more than five working days, prior to excavation so that a representative of the engineers or agencies can be present if they so desire.

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PROJECT REQUIREMENT
PR-08 – REQUESTS FOR INFORMATION

A. SUMMARY

1. This section covers general requirements for Design-Builder's Requests for Information (RFI).
2. All project related documents, RFIs shall be prepared and transmitted promptly and in conformance with the approved construction schedule so as not to delay the progress of the Work. Design-Builder shall use BGPAA's Project Management Software to enter submittals, RFIs, etc. through use of this software.
3. Design-Builder shall continue work while waiting for BGPAA to reply to RFI.

B. DESIGN-BUILDER'S REQUESTS FOR INFORMATION

1. The Design-Builder's Architect or Engineer of Record shall be the primary reviewers and responders to RFIs issued by the Subcontractors. BGPAA will only monitor the responses from the Design-Builder's Design via the selected PMIS for quality and schedule. Submit a Request for Information to BGPAA when one or more of the following conditions apply:
 - a. An unforeseen condition or constructibility question requiring BGPAA's input occurs.
 - b. Questions regarding information contained in any BGPAA provided Documents arise.
 - c. Information not found or not clear in the Contract Documents affecting functionality, aesthetics and cost requires BGPAA's input and clarification. The Baseline GMP documents (approved 60% progress documents) and any progress documents or change documents approved by BGPAA are considered Contract Documents and Design-Builder shall review the latest information before sending an RFI.
2. Submit all RFI's that meet the above conditions in writing to BGPAA as soon as possible in accordance with the requirements in the contract documents.
3. Submit RFI'S as soon as possible and within a reasonable time frame so as not to interfere with, or impede the progress of the Work.
4. Submit the RFI as follows:
 - a. Submit a legible written request on a form approved in advance by BGPAA. Include the following information:
 - 1) Project name as listed on the Contract Documents, BGPAA's project number, or other identifying number, if any.
 - 2) Date.
 - 3) Name, address, and telephone number of the Design-Builder.
 - 4) Number and title of affected Specification section or sections.
 - 5) Drawing numbers and detail references, as appropriate.
 - 6) Clear, concise explanation of information or clarification requested.

- 7) Blank, lined spaces for BGPAA's written response.
- 8) Desired response date.
- b. Each page of each attachment to the RFI shall bear the Project title and RFI number in the lower right corner.
- c. RFI'S shall be identified by sequential numbering.
- d. RFI from Subcontractors or material suppliers shall be submitted by the Design-Builder. The Design-Builder shall review and sign all Subcontractors RFI's prior to submittal to BGPAA.
- e. BGPAA will review each RFI, determine the action required and respond. Design-Builder shall allow a minimum of seven days for BGPAA response to each RFI.

C. BGPAA'S REQUESTS FOR INFORMATION

Design-Builder responses to BGPAA's Requests for information (RFI) shall be sent to BGPAA in writing via BGPAA's PMIS no longer than 14 days after the question is received by the Design-Builder. Within seven days of receiving an RFI via Prolog, Design-Builder may request in writing a specified time extension to the RFI's response time and provide reasonable justification for that response time extension subject to BGPAA's approval.

D. QUALITY ASSURANCE

1. Carefully review the Contract Documents to assure that the requested information is not available therein.
2. Do not use RFI for the following purpose:
 - a. To request approval of submittals.
 - b. To request approval of substitutions.
 - c. To request changes to the Contract Documents.
3. BGPAA's responses to Requests for Information shall not be construed as approvals to perform extra work or to change the requirements of the Contract Documents. If the Design-Builder believes that a response to an RFI may result in a change to the Contract price and/or time, the Design-Builder shall notify BGPAA, in accordance with the Change Procedures of the Contract.

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PROJECT REQUIREMENT

PR-09 – SUBMITTAL PROCEDURES

A. GENERAL

1. This PR includes administrative and procedural submittal requirements in Phase 1 and Phase 2 of the project.
 - a. Refer to Contract Documents for specific submittal requirements.
 - b. All project related documents and submittals shall be prepared and transmitted promptly and in conformance with the approved construction schedule so as not to delay the progress of the Work. BGPAA uses a PMIS and may direct Design-Builder to enter submittals, 2689660.2, etc. through use of this software.
 - c. See the “Product, Material and Equipment Substitutions” PR for administrative and procedural requirements governing the Design-Builder's substitution of products, materials and equipment for use in the Project.
 - d. See the “Product Handling” PR for product handling project requirements.
 - e. See the Contract Documents for Warranty requirements.

B. ACTION SUBMITTALS

1. **Submittal Schedule:** Submit a schedule of submittals not-later-than 21 days after the Phase 2 Notice to Proceed (NTP), arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals and additional time for handling and reviewing submittals required by those corrections.
2. **BGPAA's Action:** BGPAA will review the submittal schedule and identify the submittals that require BGPAA's review and approval. BGPAA reserves the right to review any and all other submittals for inspection and other purposes, and all submittals shall be electronically available for BGPAA via BGPAA's PMIS. BGPAA will work with the Design-Builder and via the “Shoulder to Shoulder” process identified in the Scope of Work PR to ensure timely review. BGPAA's review may be in parallel to the Design-Builder's Design team review. BGPAA reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received. Unless otherwise identified in the submittal schedule, BGPAA's review period will not begin until all related submittals are received by BGPAA.
 - a. No portion of the Work, including fabrication, for which BGPAA's submittal review shall be commenced until the submittal has been reviewed by BGPAA and returned to the Design-Builder with a notation indicating that resubmittal is not required.

- b. BGPAA will review each properly executed submittal, make marks to indicate corrections or modifications required, and return it. BGPAA will reject and return submittals not complying with requirements. BGPAA will mark each submittal as follows:
 - 1) Make Corrections Noted: Fabrication, manufacture, or construction may proceed, provided submittal complies with BGPAA's notations and Contract Documents. If the Design-Builder cannot comply with the notations, make revisions and resubmit as described for submittals marked "C" action.
 - 2) Revise and Resubmit: Fabrication, manufacture, or construction may NOT proceed; submittal did not demonstrate full extent of all conditions, details, and coordination with other surrounding work and therefore requires additional information and record as noted. Resubmit shop drawings for final A and B action. Do not fabricate, manufacture, or construct specific areas requiring additional information prior to re-submittal.
 - 3) Rejected/Submittal Required: Submittal does not comply with the intent of the Contract Documents. Do not use submittals marked "D" action. Make revisions and resubmit.
- 3. **Design-Builder's Action:** Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. For submittals that require BGPAA's review, Design-Builder shall provide submittal transmittal form for each submittal to BGPAA. For all submittals, Design-Builder shall provide to BGPAA on a weekly basis, an updated submittal log, identifying status, review and approval dates, and whether BGPAA's approval is required.
 - a. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Design-Builder's construction schedule.
 - b. Incorporate submittal review, correction and resubmittal time into the schedule.
 - c. **Initial Submittal:** Submit concurrently with preliminary construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - d. **Final Submittal:** Submit concurrently with the first complete submittal of Design-Builder's construction schedule.
 - 1) Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - e. **Format:** Arrange the following information in a tabular format:
 - 1) Scheduled date for first submittal.
 - 2) Specification section number and title.
 - 3) Submittal category: Action, informational.
 - 4) Description of the Work covered.
 - 5) Scheduled date for final release or approval.
 - 6) Scheduled dates for purchasing.
 - 7) Scheduled dates for installation.
 - 8) Activity or event number.

C. **SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

1. **Design-Builder's Digital Data Files:** Electronic copies of Building Information Model including sheet views and/or CAD Drawings of the Contract Drawings, as applicable, shall be provided by the Design-Builder to all Subcontractors for use in preparing submittals.
 - a. Information in the Approved GMP documents and any progress documents or change documents approved by BGPAA are considered Contract Documents and shall supersede differing information in the digital data drawing files, which are not Contract Documents. Design-Builder to provide PDFs of the Contract Documents.
 - b. Digital Drawing Software Program: Refer to the "Virtual Design and Construction (VDC), Building Information Model (BIM)" Project Requirements.
 - c. The Digital Data files described in this section, even when produced by the Design-Builder, are the property of BGPAA and the Design-Builder shall execute a data licensing agreement in the form of an Agreement form acceptable to BGPAA.
2. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities.
 - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - b. Submit all submittal items required for each Specification section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - c. Submit action submittals and informational submittals required by the same Specification section as separate packages under separate transmittals.
 - d. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - 1) BGPAA reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

D. **SUBMITTAL PROCEDURES**

1. **General:** The Design-Builder shall prepare, review, approve, and transmit all required submittals and any necessary re-submittals. Submit originally prepared information drawn accurately to scale
2. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities.
 - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - b. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. On the transmittal the Design-Builder shall identify any and all related submittals requiring coordination.

3. **Processing Time:** The Design-Builder shall prepare and ensure review and approval by its Design Team and BGPAA as applicable all Shop Drawings, Product Data and Samples in accordance with the Contract Documents and the approved submittal schedule to cause no delay in the Work. For submittals identified in the submittal schedule as requiring BGPAA's review and approval, time for review will commence on BGPAA's receipt of submittal.
 - a. BGPAA review period will be 21 days unless otherwise modified by the Contract Documents. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. BGPAA will advise Design-Builder when a submittal being processed must be delayed for coordination. Delaying submittals to facilitate coordination between submittals shall not constitute a delay of the Work nor shall it be the basis for an extension of time or compensation.
 - b. If resubmittal is necessary, process it in the same manner as original submittal and clearly identify as a resubmittal. For resubmittal, Design-Builder shall reference the original submittal.
 - c. Number of days for processing each resubmittal to BGPAA shall be the same duration as the original review period for submittals.
 - d. No extension of the Contract Time will be authorized because of the Design-Builder's failure to transmit submittals enough in advance of the Work to permit processing.
4. **Transmittal and Identification:** All submittals shall be individually packaged and transmitted to BGPAA. Coordinate with BGPAA to ensure all transmittal and identification fields are provided at submission. For physical submittals such as samples and hard copies of shop drawings, ensure the following is provided:
 - a. On an attached separate sheet, prepared on Design-Builder's letterhead, record relevant information, requests for data, revisions other than those requested by BGPAA on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
 - b. Include Design-Builder's statement that the information submitted complies with the requirements of the Contract Documents.
 - c. Number of Copies: In addition to making available to BGPAA an electronic copy for each submittal, Submit seven copies of each submittal that requires BGPAA review, unless otherwise indicated. BGPAA will return two copies to the Design-Builder. Mark up and retain one returned copy as a Project Record Document.
 - d. BGPAA will return to Design-Builder with no action taken, submittals received from sources such as Subcontractors material suppliers etc. other than Design-Builder.
 - e. Faxed submittals will not be accepted.
 - f. Place a permanent label or title block on each submittal for identification. Indicate name of firm or entity that prepared each submittal on label or title block.

- g. Include the following information on label for processing and recording action taken:
- 1) Project Name
 - 2) Date
 - 3) Terminal
 - 4) Name and address of BGPAA
 - 5) Name and address of Design-Builder
 - 6) Name and address of Subcontractor
 - 7) Name and address of supplier
 - 8) Name of manufacturer
 - 9) Unique identifier, including revision number. Submittals shall be numbered consecutively and the numbering system shall be retained throughout all revisions.
 - 10) Number and title of appropriate Specification section
 - 11) Drawing number and detail references, as appropriate
 - 12) Other necessary identification
 - 13) Specifically identify, by itemizing on a list on the transmittal, any deviations from the Contract Documents
 - 14) Identify a list of other related submittals that require coordination
 - 15) Design-Builder's signature
 - 16) Design Professional(s) Review comments and signature
5. **Deviations and Substitutions:** The Submittal Process shall not be used for deviations. Deviation during design shall be submitted via the Design Submittal and addressed during the Shoulder to Shoulder review process described in the Scope of Work PR. Other deviations are considered substitutions and shall be addressed per the "Product, Material and Equipment Substitutions" Project Requirements. Substitution requests are not allowed in the form of submittals. Review and acceptance of a submittal does not constitute approval of a substitution.
6. **Distribution:** Furnish copies of final approved submittals to manufacturers, Subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
7. **Use for Construction:** Use only final approved submittals with mark indicating action taken by the Design-Builder's appropriate design professional, and BGPAA when applicable, in connection with construction.

E. **SUBMITTALS**

1. **General:** Prepare and submit Submittals required by the Contract Documents and the Project Definitions Book.
2. **Product Data:** Comply with the Contract Documents and as follows:
 - a. Collect information into a single submittal for each element of construction and type of product or equipment.
 - b. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - c. Clearly mark each copy of each submittal to show which products and options are applicable.
 - d. Include the following information, as applicable:
 - 1) Manufacturer's written recommendations.
 - 2) Manufacturer's product specifications.
 - 3) Manufacturer's installation instructions.
 - 4) Standard color charts, if any.
 - 5) Manufacturer's catalog cuts.
 - 6) Wiring diagrams showing factory-installed wiring.
 - 7) Printed performance curves.
 - 8) Operational range diagrams.
 - 9) Standard product operating and maintenance manuals.
 - 10) Compliance with recognized trade association standards.
 - 11) Application of BGPAA testing labels and seals.
 - 12) Notation of location requirements.
3. **Shop Drawings:** Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Design-Builder or any Subcontractor, manufacturer, supplier, or distributor and which illustrates some portion of the Work. 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. The Design Build process described in the Scope of Work requires the Design-Builder, its Design Professionals, and its Subcontractors to develop documents with coordinated construction level details, resulting in a more integrated shop drawing development and submission process. Refer to the "Scope of Work" and the "Virtual Design and Construction (VDC), Building Information Model (BIM)" PRs for requirements. For shop drawings that are identified in the submittal schedule as requiring submission to BGPAA and all other shop drawings necessary for inspection, the requirements below shall apply:

- a. For Shop Drawings identified as requiring review by BGPAA, the review by BGPAA is only of general conformance with the design concept of the Project, and general compliance with the Contract Documents, the Project Definitions Manual, and the project criteria established in the approved baseline GMP documents or any subsequent progress documents or changes approved by BGPAA.
- b. BGPAA's review shall not relieve the Design-Builder of complete review required to ensure compliance with the Project's design.
- c. BGPAA's review shall not relieve the Design-Builder 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 Design-Builder's risk and expense.
- d. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents including the Scope of Work and the Project Definitions Book and shall not be taken as the basis for Claims for extra Work.
- e. Preparation: Include the following information, as applicable:
 - 1) Dimensions.
 - 2) Identification of products.
 - 3) Fabrication and installation drawings.
 - 4) Roughing-in and setting diagrams.
 - 5) Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - 6) Shop work manufacturing instructions.
 - 7) Templates and patterns.
 - 8) Schedules.
 - 9) Design calculations.
 - 10) Compliance with specified standards.
 - 11) Notation of location requirements.
 - a) Notation of dimensions established by field measurement.
 - b) Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

4. **Samples:** BGPAA will review samples submitted by the Design-Builder as part of the “shoulder to shoulder” design process. The Design-Builder shall submit selected samples for BGPAA’s approval along with the required milestone submittals defined in the Scope of Work Project Requirements. For other samples not submitted via the design submittal and “shoulder to shoulder” process defined in the Scope of Work, the requirements below apply:
- a. BGPAA shall have 30 days to review a sample. If the sample is rejected, BGPAA shall have the same review period as the original sample. It is the Design-Builder’s responsibility to submit the required samples in a timely manner such that the re-approval, purchase, and delivery of the material do not delay the Contract.
 - b. Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color variations expected. Samples include the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; cables showing color; color range sets; and components used for independent testing and inspection.
 - c. **Preparation:** Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match samples approved by BGPAA via the Design Submittal process or BGPAA’s sample where so indicated. Attach label on unexposed side that includes the following:
 - 1) Generic description of Sample.
 - 2) Product name or name of manufacturer.
 - 3) Sample source.
 - d. Submit Samples for review of kind and color for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - 1) If variation in color or other characteristic is inherent in the product represented by a Sample, submit at least three sets of samples that show the range of variations.
 - 2) Refer to the Contract Documents for requirements concerning Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.
 - e. **Number of Samples:** Submit four sets of Samples. BGPAA will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - f. **Systems Submittals:** Identify submittals for systems on the transmittal and act upon the system singularly as a combined submittal. If resubmission is required, resubmit entire system submittal.

- g. **Disposition:** Maintain sets of approved Samples at Project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - 1) Samples that may be incorporated into the Work are indicated in individual Specification sections. Such Samples must be in an undamaged condition at time of use.
 - 2) Samples not incorporated into the Work, or otherwise designated as BGPAA's property, are the property of Design-Builder.
5. **Qualification Data:** Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of technical staff and other information specified.
6. **Product Certificates:** Prepare written statements on manufacturer's letterhead certifying that product complies with requirements._
7. **Installer Certificates:** Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
8. **Manufacturer Certificates:** Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required._
9. **Material Certificates:** Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
10. **Material Test Reports:** Prepare reports written by a qualified testing agency, on testing BGPAA's standard form, indicating and interpreting test results of material for compliance with requirements.
11. **Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements._
12. **Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
13. **Field Test Reports:** Prepare reports written by a qualified testing agency, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
14. **Product Test Reports:** Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

15. **Final Test Results:** Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
16. **Research/Evaluation Reports:** Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.
17. **Design Data:** Prepare written and graphic information, including performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
18. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - a. Sequence of installation or erection.
 - b. Required installation tolerances.
 - c. Required adjustments.
 - d. Recommendations for cleaning and protection.
19. **Manufacturer's Field Reports:** Prepare written information documenting factory- authorized service representative's tests and inspections. Include the following, as applicable:
 - a. Name, address, and telephone number of factory-authorized service representative making report.
 - b. Statement that products at Project site comply with requirements.
 - c. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - d. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - e. Statement whether conditions, products, and installation will affect warranty.
 - f. Other required items indicated in individual Specification sections.

F. PRODUCT DATA

1. 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."
2. Mark each submittal to show applicable choices and options. Where submitted Product Data includes information on several products, some of which are not required, mark submittals to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Notation of dimensions verified by field measurement.
 - d. Notation of coordination requirements.
3. 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. BGPAA will return to the Design-Builder 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.
4. 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.
5. Do not proceed with installation until an applicable copy of final and approved Product Data submittal is in the installer's possession.

G. MOCKUPS AND TEST ASSEMBLIES**1. Mockup Definition and Types:**

Mockups are full-size, physical assemblies that are constructed on-site to illustrate finish and materials. Mockups are constructed to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not intended to replace product samples required as part of the submittal process. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged. See the "Scope of Work" PR for required mockups and the "Design-Builder Quality Control Program" PR for other requirements.

- a. In-place Review Mockups (Type 1): An in-place review of items, areas, materials and systems prior to execution, intended to verify quality control expectations of the Design-Builder and ensure acceptance by BGPAA. The mockups and test assemblies shall include all materials, finishes, outlets, fixtures, structural elements and construction details to complete the finished appearance of a room or area. The exact location shall be verified with the Design-Builder's sequencing and BGPAA.
- b. Independent Structure Mockups (Type 2): The Type 2 mock-up is an independent structure and is not intended to be a part of the completed building or system within the building. It is the intent to verify material, interface of systems, and to establish the minimum quality that is required.
- c. Integrated Exterior Mockups are Type 2 Mockups of the exterior envelope, erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
- d. Room and Area Mockups are Type 2 Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

2. **Mockup Installation**

- a. Mockups shall be constructed in accordance with the approved construction drawings, specific mockup drawings, and approved shop drawings and product data. If changes are required, the Design-Builder shall complete modifications to all documents.
- b. Type 1 Mockups shall be revised as required to achieve proper quality control standards that shall be achieved by the Design-Builder.
- c. Type 2 Mockups shall be located where directed and shall not be built "in place" as part of the permanent construction. Periodic inspections by BGPAA and Design-Builder will be given during the construction process to review the installation.
- d. Insofar as possible, mockups shall illustrate contiguous materials and finishes, and be arranged in the same relationship, as they will appear in the finish construction. Each kind of material shall be fabricated, installed and finished by the various Subcontractors or others who will be furnishing and performing the Work in the permanent construction. Protect and clean as required to leave the mockup and adjacent areas in proper condition, upon completion of the Work. Remedial measures, which may be necessary on mockups, shall maintain standards of quality and durability required by the Contract Documents, and shall be subject to approval by BGPAA.
- e. When so directed by BGPAA, Type 2 mockups shall be dismantled, and the materials disposed of by the Design-Builder. Type 2 Mockups shall be approved by BGPAA, before materials are ordered for the Project.

3. Mockup Inspection:

- a. Notify BGPAA at the start of construction of mockups and provide progress reports to allow the BGPAA to schedule inspections.
- b. After approximately 50% of each mockup has been built, request BGPAA's preliminary review before completion. Incorporate visual and technical changes or variations requested by BGPAA into mockups during their construction and prior to their completion, insofar as possible.
- c. Obtain BGPAA's acceptance of visual and technical qualities of mockups before commencing the corresponding Work for the Project.
- d. Should the Type 1 or Type 2 mockups fail to meet BGPAA's approval, they shall be taken down or dismantled, and reconstructed to the extent necessary, until acceptance has been obtained.
- e. Schedule the completion and reworking of mockups necessary to obtain acceptance to avoid delay in the construction schedule of the Project. Update the Construction Schedule to reflect required revisions to mockups.

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PROJECT REQUIREMENT

PR-10 – PRODUCT, MATERIAL AND EQUIPMENT SUBSTITUTIONS

A. SUMMARY

This section includes administrative and procedural requirements governing the Design-Builder's substitution of products, materials and equipment for use in the Project in Phase 2 when they differ from the products, materials and equipment approved by BGPAA in the Baseline GMP documents (60% progress documents) or any subsequently approved progress documents or change documents, whichever is most current. For Phase 1 deviations from the requirements of the Project Definitions Book, refer to the Scope of Work for requirements.

Submit substitution requests using the form approved by BGPAA and attached hereto.

B. GENERAL

1. The Baseline GMP documents (BGPAA approved 60% progress documents) and any subsequent progress documents or change documents approved by BGPAA are considered Contract Documents. Request for changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Design-Builder after the Phase 2 Notice to Proceed are considered "substitutions." Refer to this PR for the procedures to request substitution.
2. The products, materials and equipment catalog numbers and specific requirements set forth in Drawings and Specifications of the most current Contract Documents are not intended to preclude use of other acceptable manufacturer's products or procedures which may be equivalent but are given the purpose of establishing standard of quality for materials, construction, and workmanship.
3. Equivalent products of manufacturers named as acceptable manufacturers may be submitted for approval. Equivalent products of manufacturers not named as acceptable manufacturers are subject to submittal requirements for substitutions specified in this section.
4. Equivalent products, materials, equipment, and method of construction may be approved which are, in BGPAA's sole judgment, equal in quality and maintainability, and functionally and aesthetically equal to the product specified as the basis for design.
5. In agreeing to the terms and conditions of the Contract, the Design-Builder has accepted the responsibility to schedule and verify that the specified products will be available when needed to comply with the accepted construction schedule, and to place orders for all required materials in a timely manner to meet the accepted construction schedule, without delay in the Work.
6. Exception: When product numbers or models specified have been discontinued or changed by the specified manufacturer(s) prior to issuance of the Phase 2 Notice to Proceed or signing of the Agreement.

7. The intent of the Contract Documents is to ensure that products incorporated into the Project comply with the project criteria and quality requirements set forth by the Baseline GMP documents (BGPAA approved 60% progress documents) or any subsequently approved progress documents or change documents, whichever is most current. These products shall be:
 - a. New and undamaged.
 - b. The best of their respective kind.
 - c. Furnished in a timely manner, in ample quantities to facilitate proper and timely execution of the Work.
 - d. Of one manufacturer for each specific purpose, insofar as practicable.
 - e. Complete with all accessories; trim finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
 - f. Wherever possible, of types that have been produced and used successfully in similar situations on other projects or in BGPAA facilities.
8. **Minimum Quantities or Quality Levels:** In every instance the quantity or quality level shown or specified is the minimum to be provided or performed.
 - a. Within specified tolerances, the actual installation may comply exactly with the minimum quantity or quality specified or may exceed that minimum within reasonable limits.
 - b. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
 - c. Refer instances of uncertainty for design items through the RFI process to BGPAA for a decision before proceeding.
9. **Compatibility of Options:** When the Design-Builder or Subcontractor has the option of selecting between 2 or more products for use on the Project, the Design-Builder shall verify that the product selected will be compatible with the products previously established in the most current Contract Documents, even if previously selected products were also options._
10. **Nameplates:** Except for required labels and operating data, do not attach or imprint manufacturers or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view.
 - a. **Labels:** Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is inconspicuous.
 - b. **Equipment nameplates:**
 - 1) Provide a permanent nameplate on each item of service-connected or power-operated equipment.
 - 2) Locate on an easily accessible surface that is inconspicuous in occupied spaces.

- 3) The nameplate shall contain the following information and other essential operating data:
 - a) Name of product and manufacturer.
 - b) Model and serial number.
 - c) Capacity.
 - d) Speed.
 - e) Ratings.
- 4) For additional labeling instructions, refer to the Technical Provisions of the contract.

11. Quality Assurance

- a. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.
- b. Design-Builder's Responsibility: Assume responsibility and liability for compatibility with all other building elements. Repair, replace and correct any work due to failure resulting from substitution.

C. DESIGN-BUILDER'S OPTIONS

1. Product selection is governed by the Contract documents and governing regulations, procedures governing product selection include any requirements in the General Conditions, Special Conditions, and the following:
 - a. Where catalog numbers and specific brands or trade names are not followed by the designation "or equal" or "or approved equal" in conjunction with material or equipment required by the Specifications, no substitutions will be approved.
 - b. For products specified only by reference standards, select any product meeting the standards, by any manufacture.
 - c. Where more than one manufacturer's product is specified, the first-named product is the basis for the design used in the Work and the use of alternative- name manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by the Design-Builder and are approved by BGPAA, the Design-Builder shall assume all costs required to make necessary revisions and modifications to the design, including additional costs to BGPAA for evaluation of revisions and modifications of the design resulting from the substitutions submitted by the Design-Builder to BGPAA.
 - d. For products specified by naming one or more products but indicating the option of selecting equivalent products by stating "or equal," "equal to," "or approved equal," "equivalent to" before or after a specified product and a product substitution is needed, submit a request, as required for a substitution, for that product.

e. Procedures to Request Substitutions

- 1) Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals. BGPAA will consider Design-Builder's request for substitution when all the following conditions are satisfied. If the following conditions are not satisfied, BGPAA will return requests without action, except to record noncompliance with these requirements:
 - a) Requested substitution is consistent with the Contract Documents and will produce indicated results and has been reviewed and accepted by the Design-Builder's Design Professional(s).
 - b) Substitution request is fully documented and properly submitted.
 - c) Requested substitution will not adversely affect Design-Builder's construction schedule.
 - d) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e) Requested substitution is compatible with other portions of the Work.
 - f) Requested substitution has been coordinated with other portions of the Work.
 - g) Requested substitution provides specified warranty.
 - h) If requested substitution involves more than one Subcontractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all Subcontractors involved.
- 2) Substitution for Convenience: Submit requests for substitution as early as possible, but not later than 21 days prior to time required for preparation and review of related submittals. BGPAA will consider Design-Builder's request for substitution when all the following conditions are satisfied. If the following conditions are not satisfied, BGPAA will return requests without action, except to record noncompliance with these requirements:
 - a) Requested substitution offers BGPAA a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities including cost of consultant services BGPAA must assume.
 - b) Requested substitution does not require extensive revisions to the Contract Documents.
 - c) Requested substitution is consistent with the Contract Documents and will produce indicated results and has been reviewed and accepted by the Design-Builder's Design Professional(s).

- d) Substitution request is fully documented and properly submitted.
 - e) Requested substitution will not adversely affect Design-Builder's construction schedule.
 - f) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g) Requested substitution is compatible with other portions of the Work.
 - h) Requested substitution has been coordinated with other portions of the Work.
 - i) Requested substitution provides specified warranty.
 - j) If requested substitution involves more than one Subcontractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all Subcontractors involved.
- 3) Submittal Requirements
- a) Substitution Request Form: Use CSI Form 13.1A, a facsimile of which is included in this section. The Burden of proof that a proposed substitution is equal to the specified product lies solely with the Design-Builder. Provide adequate auditable documentation to support compliance with requirements for substitutions and the following, as applicable:
 - (i) Statement, if applicable, indicating why specified product or fabrication or installation cannot be provided.
 - (ii) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by BGPAA and separate Subcontractors that will be necessary to accommodate proposed substitution.
 - (iii) Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include an annotated copy of the applicable Specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - (iv) Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - (v) Samples, where applicable or requested.
 - (vi) Certificates and qualification data, where applicable or requested.
 - (vii) List of similar installations for completed projects with project names and addresses and names and addresses of architects and engineers.
 - (viii) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

- (ix) Detailed comparison of Design-Builder's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- (x) Cost information, including a proposal of change, if any, in the Contract Sum.
- (xi) Design-Builder's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- (xii) Design-Builder's certification that all additional costs and impacts are included in the substitution request and that Design-Builder assumes full liability for all additional costs and impacts that may arise in the future as a result of the proposed substitution.
- (xiii) Design-Builder's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- (xiv) BGPAA's Action: If necessary, BGPAA will request additional information or documentation for evaluation within 14 days of receipt of a request for substitution. BGPAA will notify Design-Builder of acceptance or rejection of proposed substitution within 21 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- (xv) Forms of Acceptance: Change Order or Field Directive and subsequent Change Order.
- (xvi) Use product specified if BGPAA does not issue a decision on use of a proposed substitution within time allocated.

D. CONTAMINATED MATERIALS

Notify BGPAA and request BGPAA's written permission before incorporating into the Project any materials specified by the Contract Documents which Design-Builder knows or has reason to believe are contaminated by asbestos, radioactive waste, hazardous waste, or any materials detrimental to human health and which do not or may not conform to all codes for health, safety, ADA or environmental regulations.

END OF THIS PR

SUBSTITUTION FORM ATTACHED

SUBSTITUTION REQUEST FORM

PROJECT _____

LOCATION _____

ENGINEER'S PROJECT NUMBER _____

SUBSTITUTION NO. _____ (number consecutively)

CONTRACTOR'S REQUEST AND SUBSTANTIATION

1. THIS SUBSTITUTION IS REQUESTED FOR THE FOLLOWING REASONS:

2. SECTION OF SPECIFICATIONS THAT THIS REQUEST APPLIES: _____

3. IN SUPPORT OF THIS REQUEST, THE PRODUCT DATA FOR THE PROPOSED SUBSTITUTION IS ATTACHED, INCLUDING A DESCRIPTION OF PRODUCT OR ITEM, REFERENCE STANDARDS, AND PERFORMANCE AND TEST DATA. ☐ SAMPLE IS ATTACHED, OR ☐ SAMPLE WILL BE SENT IF REQUESTED. (cross paragraphs not applicable).

4. THE FOLLOWING IS AN ITEMIZED COMPARISON OF ORIGINAL PRODUCT OR ITEM SPECIFIED WITH PROPOSED SUBSTITUTION:

	ORIGINAL	SUBSTITUTION
NAME OR BRAND	_____	_____
MANUFACTURER	_____	_____
CATALOG NO.	_____	_____

SIGNIFICANT VARIATIONS _____

5. ☐ UNIT COSTS, FOR PRODUCT OR ITEM ONLY, ☐ PRODUCT OR ITEM FURNISHED AND INSTALLED (check one) ARE AS FOLLOWS:

ORIGINAL PRODUCT OR ITEM: \$ _____ PER _____

SUBSTITUTION: \$ _____ PER _____

6. PROPOSED CREDIT TO OWNER FOR THIS SUBSTITUTION: \$ _____

7. EFFECTS OF THE PROPOSED SUBSTITUTION ON OTHER PARTS OF THE WORK, OR ON SEPARATE CONTRACTS, ARE DESCRIBED AS FOLLOWS. THIS LIST IS ALL INCLUSIVE:

8. THE PROPOSED SUBSTITUTION WILL ☐ WILL NOT ☐ (*check one*) AFFECT DIMENSIONS SHOWN ON THE DRAWINGS.

9. THE UNDERSIGNED, HAVING THOROUGHLY INVESTIGATED THE PROPOSED SUBSTITUTION, HEREBY STATES THAT HE (A) BELIEVES THAT IT IS EQUAL OR SUPERIOR IN ALL RESPECTS TO THE ORIGINALLY SPECIFIED PRODUCT EXCEPT FOR THE VARIATIONS DESCRIBED IN ARTICLE 2, ABOVE, (B) WILL PROVIDE THE SAME WARRANTY OR WARRANTIES AS SPECIFIED, (C) HAS INCLUDED ALL COST DATA AND COST IMPLICATIONS OF THE PROPOSED SUBSTITUTION, (D) WILL PAY REDESIGN AND SPECIAL INSPECTION COSTS CAUSED BY THE USE OF THIS SUBSTITUTION, (E) WILL REIMBURSE SEPARATE CONTRACTORS FOR ADDITIONAL COSTS CAUSED BY THE USE OF THIS SUBSTITUTION, (F) WILL COORDINATE THE INCORPORATION OF THE PROPOSED SUBSTITUTION IN THE WORK, (G) WILL MODIFY OTHER PARTS OF THE WORK AS MAY BE NECESSARY AND AS APPROVED BY THE ENGINEER TO MAKE ALL PARTS OF THE WORK COMPLETE AND FUNCTIONING, (H) AFFIRMS THAT MAINTENANCE AND SERVICE PARTS WILL BE LOCALLY AVAILABLE FOR THE PROPOSED SUBSTITUTION, AND (I) WILL WAIVE FUTURE CLAIMS FOR ADDED COST(S) TO ANY PARTY CAUSED BY THE PROPOSED SUBSTITUTION.

CONTRACTOR NAME: _____ TITLE: _____

CONTRACTOR'S SIGNATURE: _____ DATE: _____

ENGINEER'S REVIEW AND ACTION *(check applicable)*

- ☐ FURNISH ADDITIONAL INFORMATION IN THE FOLLOWING CATEGORIES AND RESUBMIT:
- _____
- _____
- _____
- ☐ SIGN CONTRACTOR'S STATEMENT OF CONFORMANCE AND RESUBMIT
- ☐ THE PROPOSED SUBSTITUTION IS APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:
- _____
- _____
- ☐ A CHANGE ORDER REFLECTING A DEDUCTION FROM THE CONTRACT SUM IN THE AMOUNT OF \$_____ WILL BE ISSUED.

ENGINEER'S SIGNATURE: _____ DATE: _____

END OF SUBSTITUTION REQUEST FORM

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PROJECT REQUIREMENT
PR – 11 – [NOT USED]

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PROJECT REQUIREMENT

PR-12 – PRODUCT HANDLING

A. SUMMARY

This section establishes general requirements for product handling and storage, whether on or off the site, and supplements similar provisions found elsewhere in the Contract Documents. See “Product, Material and Equipment Substitution” PR for product substitutions requirements and See “Submittal Procedures” PR for Submittal requirements.

B. QUALITY ASSURANCE

Design-Builder shall provide product handling procedures that will be implemented to ensure protection of work and materials. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

C. MATERIALS FURNISHED BY BGPAA AND THIRD PARTY ENTITIES

1. Upon receiving material furnished by BGPAA for storage or installation in the Work, the Design-Builder shall give a signed receipt to BGPAA for the material delivered. Thereafter the Design-Builder shall be responsible for the care and necessary replacement of such material if damaged.
2. If, as determined by BGPAA, the material is not adequately protected by the Design-Builder, such material may be protected by BGPAA and the cost to be charged to the Design-Builder or deducted from any payment due.
3. Upon receiving such material, the Design-Builder shall inspect it, and should any damage, defects, or missing equipment or parts be found, the Design-Builder shall immediately notify BGPAA in writing. By failing to notify BGPAA, it shall be deemed that the Design-Builder has accepted such material as being free from said damage, defects, or missing equipment or parts, except for latent defects.

D. HANDLING

1. **General:** Transport, deliver, handle, and store all materials and equipment used on the Project to prevent the intrusions of foreign matter, moisture, and to prevent damage. In all cases comply with the following:
 - a. Material and equipment manufacturer's printed instructions regarding temperature limitations.
 - b. Other environmental conditions which are required to maintain the original quality of the materials and equipment.
 - c. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

- d. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- e. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- f. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

2. Packaging:

- a. Provide packaged materials in their manufacturer's original containers with seals unbroken and labels intact until incorporating into the Work. Where this information is not provided by the manufacturer on the container, it shall be provided by the supplier, fabricator or Subcontractor of these materials.
- b. Wrapped or bundled materials shall clearly bear the manufacturer's name and trade mark.

- 3. Damaged materials:** Remove damaged or otherwise unsuitable material and equipment promptly from the site. Do not install damaged materials.

E. STORAGE

1. Store products at the site to facilitate inspection and measurement of quantity or counting of units.
2. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
3. Store products subject to damage by the elements above ground, under cover in weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
4. Locate storage piles, stacks, or bins to avoid being disturbed, and protect from damage of any sort.
5. Store materials and equipment in accordance with their manufacturer's instructions, above grade, and properly protected from weather and construction activities.
6. Store products to allow for inspection and measurement of quantity or counting of units when requesting payment for stored materials.
7. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

F. PROTECTION

1. Protect all finished surfaces, including all openings used as passageways or through which materials and equipment must travel.
2. Keep finished surfaces clean and unmarred until the date of acceptance.
3. Refer to individual Specification sections for additional specific product handling and protection requirements.

G. MAINTENANCE

1. Maintain periodic system of inspection of stored products on a scheduled basis to assure that:
 - a. State of storage facilities is adequate to provide conditions recommended by the product manufacturer.
 - b. Required environmental conditions are maintained on a continuing basis.
 - c. Surfaces of products exposed to the elements are not adversely affected.
2. Mechanical and electrical equipment which require servicing and connection of temporary power for heating and other climatic protection devices, during long term storage, shall have complete manufacturer's instructions accompanying each item, with notice of enclosed instructions shown on the exterior of the packaging.

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PROJECT REQUIREMENT

PR-13 – QUALITY ASSURANCE

A. GENERAL

1. BGPAA is responsible for establishing and implementing a Quality Assurance Program (QA Program) that will provide adequate confidence that the designs, preconstruction activities, phasing, materials, components and facilities provided or constructed by the Design-Builder conform to the requirements of the contract documents and the appropriate codes, procedures and standards. Quality Assurance activities will be performed by or for BGPAA to verify and document implementation and performance of the Design-Builder's Quality Control Program.
2. Quality assurance is, in essence, an oversight and verification mechanism that ensures quality control programs produce the desired result, i.e., finished products meet specified quality standards. The Design-Builder will provide quality control of its own work in accordance with contract requirements.
3. Requirements describing the requirements for the "Shoulder to Shoulder" Peer Review Program in the design/preconstruction phase are specified elsewhere.

B. DESIGN QUALITY ASSURANCE

1. Quality Assurance during design encompasses those activities required to assure BGPAA that the Design-Builder adequately explores products and system alternatives, prepares construction documents in accordance with program requirements, and satisfactorily address its approved design quality control requirements. These assurances are achieved through such program management processes as auditing, training, document control, change control, design validations & verifications, statistical tools, peer reviews (including "shoulder to shoulder", engineering reviews, constructability and maintainability reviews, etc. that affects the quality of the design process and ultimately the construction documents.
2. The Design-Builder is required to submit a Design & Preconstruction Quality Control Plan in compliance with the requirements of PR-14. The plan must be received by BGPAA within 30 days of receipt of the NTP. BGPAA reserves the right to require revisions of the Design & Preconstruction Quality Assurance Plan that are necessary to ensure that the prescribed management tools are effective and being adequately utilized.
3. BGPAA shall perform Quality Assurance reviews utilizing such tools as checklists and the monitoring of document/deliverable control logs and summaries. These reviews shall align with the project implementation strategy determined by the Design-Builder for phasing and milestones.
4. BGPAA shall perform Quality Assurance audits periodically to verify the Design-Builder's implementation of the Quality Control Plans and to evaluate their effectiveness. Audits that result in numerous or major deficiencies shall be further reviewed for cause. All audit findings reports shall include recommendations that shall be distributed appropriately for action and follow-up.

C. PRECONSTRUCTION QUALITY ASSURANCE

1. During the Design & Preconstruction Phase of the project and in addition to specific design related activities, BGPAA will perform Quality Assurance reviews and audits of Preconstruction activities performed by the Design-Builder.
2. Preconstruction activities include those elements of the work performed prior to the start of construction or a phase of construction that supports the design effort and prepares the Design-Builder for the Construction Phase. Preconstruction activities include:
 - a. Site Investigations and Surveys
 - b. Utility Shutdown Planning
 - c. Construction Logistics Planning
 - d. Work Breakdown Structure (WBS) Development
 - e. Cost Estimating and Scheduling
 - f. Constructability and Maintainability Review
 - g. Value Engineering
 - h. Temporary Utilities & Facilities Planning
 - i. Early Work Package Development
3. Quality Assurance for Preconstruction activities encompasses those reviews and audits required to assure BGPAA that the Design-Builder adequately coordinates, communicates and maintains compliance with its Design & Preconstruction Quality Control Plan. In addition to reviews and audits, these assurances are achieved through such program management processes as training, document control, change control, plan validations and verifications, logistics reviews, engineering reviews, constructability and maintainability reviews, etc. that affects the quality of the construction planning process and documents.
4. BGPAA will periodically perform reviews and audits of various Preconstruction activities to assure the Design-Builder maintains compliance with the approved Design and Preconstruction Quality Control Plan and the Contract Documents.

D. CONSTRUCTION QUALITY ASSURANCE

1. Through Construction QA inspections, submittal reviews and audits, BGPAA provides quality assurance via QC Plan approval, material receipt and installation inspections, supplemental material tests, statistical analyses of the Design-Builder's quality control program, review of its construction operations and of its procedures.
2. The Work is subject to inspection and approval by BGPAA. The Design-Builder shall notify BGPAA before noon of the working day before inspection is required. BGPAA and any authorized representatives shall at all times have access to the Work during its construction at shops and yards and while in storage, as well as to the project site. The Design-Builder shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these Specifications. Inspection of the Work shall not relieve the Design-Builder of the obligation to fulfill all requirements of the Contract.
3. BGPAA is authorized to enforce compliance with the Contract Documents and to determine the acceptability of materials and the quality of Work. BGPAA is authorized to sample and test all materials to be incorporated into the Work. BGPAA may delegate the authority to sample materials for construction and request an approved private testing laboratory to perform any necessary tests.
4. Unless otherwise authorized, Work shall be performed only in the presence of BGPAA and under the general observation of BGPAA to ensure compliance with the requirements of the Contract Documents and as approved by BGPAA. Any Work done without proper inspection will be subject to rejection. Such inspection may include mill, plant, and shop or field inspection, as required. BGPAA 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 Design-Builder shall be subject to inspection, and no materials or fabricated items shall be used in the Work until they have been inspected and accepted by BGPAA. The presence of BGPAA shall not relieve the Design-Builder of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents.
5. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected by BGPAA or its authorized representative, and other Agencies for which a permit is required. Should the Design-Builder attempt to cover or conceal any item of Work prior to its approval and acceptance, BGPAA may cause the activity to be stopped and require the Work to be exposed, if determined necessary by BGPAA, so that proper inspection may take place. All costs for exposing such Work, including premium costs resulting from alternate means of inspection, time delays, and impacts resulting on other portions of the Work, shall be borne by the Design-Builder. All costs of such delays, including its effect upon other portions of the Work, shall be borne by the Design-Builder. 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 therefore.
6. General inspection by BGPAA personnel will be provided at no additional cost to the Design-Builder, except as specified elsewhere in the Contract Documents.

E. FAULTY AND UNAUTHORIZED WORK

1. Unauthorized work shall be remedied or removed and replaced by the Design-Builder in an acceptable manner, and no added compensation will be allowed for such removal, replacement, or remedial work. If the Design-Builder chooses to propose repair of non-conforming work, a repair procedure is required for non-conforming work and shall be submitted to BGPAA for review and approval prior to any corrective action taking place. Work done beyond the areas indicated or established by BGPAA, or any "extra work" done without written authority from BGPAA will be considered as unauthorized work. Work shall be remedied, removed or replaced at the Design-Builder's expense. If the Design-Builder fails to replace any defective or damaged Work or material after reasonable notice, BGPAA may cause such Work or materials to be remedied, removed, or replaced, and the cost thereof to be deducted from any moneys due or which may become due to the Design-Builder.
2. Except as set forth in this Subsection or elsewhere in these Specifications, all non-conforming Work and materials, in place or not, shall be removed immediately from the project site or corrected to conform to all requirements of the Contract Documents, by the Design-Builder, at the sole expense of the Design-Builder. If the Design-Builder chooses to propose repair of non-conforming work, a repair procedure is required for non-conforming work and shall be submitted to BGPAA for review and approval prior to any corrective action taking place. If the Design-Builder fails to remove, replace, or correct any non-conforming Work or materials within 72 hours of discovery, BGPAA may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Design-Builder and all such cost shall be deducted from any moneys that are due or may become due to the Design-Builder. Otherwise the Design-Builder shall pay BGPAA if there remains an insufficient amount or no amount to be paid by BGPAA to the Design-Builder.
3. 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 Design-Builder'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 Design-Builder.
4. Failure of BGPAA to notify the Design-Builder of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Design-Builder'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. BGPAA reserves and retains all rights and remedies at law against the Design-Builder and their Surety for correction of any and all latent defects discovered after the warranty period.
5. In case of a dispute between the Design-Builder and BGPAA, the latter is authorized to reject materials or suspend the Work until any questions at issue can be referred to and decided by BGPAA.

F. MATERIALS AND WORKMANSHIP

1. Work that has been rejected by BGPAA shall be remedied or removed and replaced by the Design-Builder in an acceptable manner, and no added compensation will be allowed for such removal, replacement, or remedial Work. If the Design-Builder chooses to propose repair of non-conforming work, a repair procedure is required for non-conforming work and shall be submitted to BGPAA for review and approval prior to any corrective action taking place. Work done beyond the areas indicated or established by BGPAA, or any "extra Work" done without written authority will be considered as unauthorized Work. Work shall be remedied, removed or replaced at the Design-Builder's expense. Upon failure of the Design-Builder to comply with an order under this Subsection, BGPAA 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 Design-Builder.
2. If the Design-Builder shall join Work with that of any other Design-Builder, 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.
3. 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 Design-Builder'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 Design-Builder.
4. 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.
5. Fabricators shall be licensed by the State of California. All structural welding shall be performed by welders who are certified by the American Welding Society.
6. No product containing asbestos shall be used for any purpose. When removing asbestos products, the Design-Builder shall comply with the requirements of Title 8, CCR, General Industry Safety Orders and Construction Safety Orders.
7. 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, Pre-stressed Concrete Institute, Post-Tensioning Institute, and the National Board of Fire Underwriters. Refer to the latest revision of such specifications except as otherwise noted in the Contract Documents.
8. All materials, parts, and equipment furnished by the Design-Builder in the Work shall be new, high grade, and free from defects. Used or secondhand materials, parts, and equipment may be used only if so specified in the contract documents.
9. The quality of materials and workmanship shall be subject to approval by BGPAA. Materials and workmanship of quality not conforming to the requirements of the Contract Documents shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the project site by the Design-Builder, at its expenses, when so directed by BGPAA.
10. If the Design-Builder fails to replace any defective or damaged work or material after reasonable notice, BGPAA may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Design-Builder.
11. Refer to the "Faulty and Unauthorized Work" section elsewhere in this PR for additional requirements.

G. SHOP AND SOURCE INSPECTION REQUIREMENTS

1. All materials, products, equipment, and fabricated articles required by the Contract Documents and furnished by the Design-Builder are subject to the quality requirements provided in the Contract Documents.
2. The Design-Builder shall coordinate and provide all inspections and testing as necessary and as required in the Project Requirement for "Design-Builder Quality Control Program", to ensure all materials, products, equipment and/or other items meet the Contract Document requirements for quality and workmanship.
3. All materials and fabricated items shall be manufactured or fabricated from Shop Drawings that have been reviewed for conformance to the Contract Documents and approved by BGPAA. The Design-Builder shall ensure that legible copies of the approved submittals, shop drawings, approved mix designs, and the corresponding Contract Specifications are provided to its fabricators or suppliers, and that said documents are available to BGPAA and the personnel performing Quality Assurance and/or Quality Control inspections and testing. Fabrication or manufacturing of materials or items cannot and will not take place without the specified documents.
4. The Design-Builder shall produce and submit to BGPAA a schedule of all materials, equipment, and other items, as required by the Contract Documents, that are intended to be produced or manufactured at offsite fabrication or manufacturing facilities. This list shall include at a minimum:
 - a. Specific Item (i.e. material, equipment, or custom fabricated item).
 - b. Facility Location with Contact Information.
 - c. Anticipated start of Fabrication or manufacture.
 - d. QC staff assigned.
5. The Design-Builder shall provide BGPAA with as much notification but no less than one (1) week notice of the start of fabrications or manufacture of materials, equipment or other items, as required by the Contract Documents.
6. Any material or fabricated item which does not meet the quality requirements under the Contract is subject to rejection by BGPAA and may be required to be removed from the project site by the Design-Builder at the Design-Builder's sole expense.
7. All materials, products, equipment or other custom fabricated or manufactured items are subject to inspection by BGPAA at the source of production. The Design-Builder shall provide access to the site of material fabrication for supplemental inspection or observation if required by BGPAA.
8. The Quality of materials, equipment, products and other fabricated items provided by the Design-Builder and produced at offsite fabrication or manufacturing facilities, as required by the Contract, is the sole responsibility of the Design-Builder. Inspection or observation by BGPAA does not relieve the Design-Builder from complying with the Contract Documents.

H. PROTECTION OF WORK AND MATERIALS

1. The Design-Builder shall provide and maintain storage facilities and employ such measures as will preserve the specified quality of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The Design-Builder shall also adequately protect new and existing work and all items of equipment for the duration of the contract.
2. The Design-Builder shall not, without BGPAA's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Work.
3. Access to Work and Materials. The Design-Builder 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 BGPAA or other regulatory authorities having jurisdiction.
4. Facilities and Labor. The Design-Builder shall provide sufficient, safe, and proper facilities and labor necessary to move, take and prepare samples for testing of materials, and shall provide the same for purposes of additional testing when ordered to do so by any of BGPAA's representatives.

I. TEST OF MATERIALS

1. Before incorporation into the Work, the Design-Builder shall submit samples of materials, as BGPAA may require, at no cost to BGPAA. If requested, the Design-Builder, at its expense, shall deliver the materials for testing to the place and at the time designated by BGPAA. Unless otherwise specified, all initial testing and reasonable amount of retesting will be performed under the direction of BGPAA, and at no expense to the Design-Builder. If the Design-Builder is to provide and pay for testing, it will be so specified.
2. The Design-Builder shall notify BGPAA in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.
3. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Design-Builder's responsibility to re-notify BGPAA when samples which are representative may be obtained.
4. Testing by BGPAA. In addition to any other inspection or Quality Assurance provisions that may be specified, BGPAA shall have the right to independently select, test, and analyze, at the expense of BGPAA, 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 BGPAA, 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 Design-Builder.

5. 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, BGPAA will accept the test reports provided the following conditions are met:
 - a. The Testing Laboratory was approved by BGPAA 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 BGPAA.
6. 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 BGPAA 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.

J. CERTIFICATION

1. BGPAA may waive the materials testing requirements of the Contract Documents and accept the manufacturer's written certificate of compliance that the materials to be supplied meet those requirements. Materials test data may be required by BGPAA to be included with the submittal.
2. 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. BGPAA 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 Design-Builder, 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 BGPAA.
3. 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 Design-Builder 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.
4. BGPAA reserves the right to refuse to permit the use of material notwithstanding the submittal of a Certificate of Compliance.

K. TRADE NAMES OR EQUALS

1. The Design-Builder may supply any of the materials specified or offer an equivalent. BGPAA will determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for BGPAA to make this determination.
2. A listing of materials is not intended to be comprehensive, or in order of preference. The Design-Builder may offer any material, process, or equipment considered to be equivalent to that indicated. The substantiation of offers shall be submitted as provided in the Contract Documents.
3. The Design-Builder shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The Design-Builder shall have the material tested as required by BGPAA to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.
4. Test methods shall be subject to the approval of BGPAA. Test results shall be reported promptly to BGPAA that will evaluate the results and determine if the substitute item is equivalent. BGPAA's findings shall be final. Installation and use of a substitute item shall not be made until approved by BGPAA.
5. If a substitute offered by the Design-Builder is not found to be equal to the specified material, the Design-Builder shall furnish and install the specified material.
6. The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this subsection.

L. WEIGHING AND METERING EQUIPMENT

1. Scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.
2. The accuracy of the work of a scale service, except as stated herein, shall meet the standards of the Business and Professions Code and the Code of Regulations pertaining to weighing devices. A Certificate of Compliance shall be presented, prior to operation, to BGPAA for approval and shall be renewed whenever required by BGPAA at no cost to BGPAA.
3. Scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1% when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2% for any setting or 1.5% for any batch.

M. CALIBRATION OF TESTING EQUIPMENT

Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing BGPAA acceptable to BGPAA at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by BGPAA.

N. CONSTRUCTION MATERIALS DISPUTE RESOLUTION

1. In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, BGPAA and the Design-Builder will initiate an immediate and cooperative investigation. Test values of materials are results of the materials' tests, as defined by the Contract Documents, required accepting the Work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists whenever test values or process observations of the same or similar materials are diverse enough such that the Work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the Disputed Work and consider all available information and, when necessary, gather new and additional information in an attempt to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both BGPAA and the Design-Builder, the contradiction shall be considered resolved and the cooperative investigation concluded.
2. Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within three days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within seven days after the written request notification, BGPAA and the Design-Builder will each select one engineer. Within 14 days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, BGPAA and the Design-Builder shall each propose two engineers to be the third member within 21 days after the written request notification. The first two engineers previously selected shall then select one of the four proposed engineers in a blind draw.
3. The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30 calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.
4. Once started, the resolution process by committee shall continue to full conclusion unless:
 - a. Within 7 days of the formation of the committee, BGPAA and the Design-Builder reach an acceptable resolution mechanism, or
 - b. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
 - c. At any point by the mutual agreement of BGPAA and the Design-Builder.

5. Unless otherwise agreed, the Design-Builder shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, BGPAA or the Design-Builder, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively to each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively to each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

O. PRE FINAL & FINAL ACCEPTANCE INSPECTION

At the completion of Work, after completion of all corrections, the Inspector, BGPAA, the Design-Builder and the Design-Builder's design professionals shall make a final inspection(s), as applicable in accordance with the Project Requirements "DESIGN-BUILDER'S QUALITY CONTROL PROGRAM" and "PROJECT CLOSEOUT". The BGPAA Inspector will provide a Final Inspection Correction List(s) itemizing all Work necessary to complete the Project satisfactorily.

P. COMMISSIONING AND CLOSEOUT QUALITY ASSURANCE

1. During the Commissioning and Closeout Phases of the project, BGPAA will perform Quality Assurance reviews and audits of the Commissioning and Closeout activities performed by the Design-Builder.

2. Commissioning and Closeout activities include those elements of the work performed after construction is essentially complete and prior to the contract being closed out. Commissioning and Closeout activities include:
 - a. Development and approval of the Designer/Builder's Commissioning Plan
 - b. Development and approval of the pre-functional test plans, procedures and checklists
 - c. Development and approval of the functional test plans, procedures and checklists.
 - d. Submittal of O&M documentation
 - e. Submittal of Training Plans and the subsequent training
 - f. Submittal of Warranty information
 - g. Final Test reports for all pre-functional and functional tests
 - h. Preparation and maintenance of Issues Log and Report(s)
 - i. Final Commissioning Report
 - j. Request for Substantial Completion
 - k. Certification process for Life Safety systems and equipment
 - l. Initiation, management and closeout of Punch list(s)
 - m. Final Completion process
 - n. Final Record documents
 - o. Training Records
 - p. Attic stock
 - q. Final Inspection
 - r. Final Payment
 - s. Final approved Warranties, O&M Manuals, Record Documents, As-Built Drawings, As-Built Models, etc.
3. Quality Assurance for Commissioning and Closeout activities encompasses those reviews and audits required to assure BGPAA that the Design-Builder adequately coordinates, communicates and maintains compliance with all of its quality control processes and documents that relate to Commissioning and Closeout. In addition to reviews and audits, these assurances are achieved through such program management processes as training, document control, change control, validations and verifications, logistics reviews, engineering reviews, testing reviews, etc. that affects the quality of the Commissioning and Closeout planning process and documents.
4. BGPAA will periodically perform reviews and audits of Commissioning and Closeout activities to assure the Design-Builder maintains compliance with the approved processes and documents that relate to Commissioning and Closeout.

END OF THIS PR

PROJECT REQUIREMENT
PR-14 – DESIGN-BUILDER’S QUALITY CONTROL PROGRAM

A. GENERAL

1. The Design-Builder shall adopt a Quality Control Program to accomplish the work. As the cornerstone of the Quality Control Program, the Design-Builder shall develop, submit, implement and maintain an effective Quality Control Plan that details the methods, procedures and resources that will be engaged to control the quality of the Work during the design, preconstruction and construction phases as required to ensure conformance to the Contract Documents.

The intent of this Project Requirement is to establish the requirements for the Design-Builder to develop and implement a Quality Control Program with adequate level of control that will:

- a. Adequately provide for the establishment of acceptable Design & Preconstruction and Construction quality management and oversight.
 - b. Provide sufficient information to assure both the Design-Builder and BGPAA that the requirements of the contract plans and specifications will be met.
 - c. Allow the Design-Builder as much latitude as possible to develop his or her own standard of control.
2. Generally, the Quality Control Plan shall be divided into a Design & Preconstruction Quality Control Plan and a Construction Quality Control Plan. The requirements for these plans are as follows:
 - a. Within ~~30~~45 days of Phase 1 NTP, the Design-Builder shall develop and submit to BGPAA, a Design & Preconstruction Quality Control Plan specifically for this Project. The Design & Preconstruction Quality Control Plan shall be comprehensive and include specifically or by reference the incorporation of Quality Control Plans by each major Subcontractor.
 - b. Prior to the start of construction, the Design-Builder shall develop and submit to BGPAA a Construction Quality Control Plan specifically for this project. The Construction Quality Control Plan shall be comprehensive and include quality requirements for all materials and completed construction required by this contract to conform to contract plans, technical specifications, and other requirements, whether manufactured by the Design-Builder, or procured from Subcontractors, in all subcontracts throughout the life of the Project.
 - c. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Design-Builder shall assume full responsibility for accomplishing the stated Quality Control purpose.

3. The Design-Builder shall be prepared to discuss and present, at the pre-design and preconstruction conferences, its understanding of the quality control requirements. Unless otherwise authorized by BGPAA, the Design-Builder shall not begin any Design Development, Preconstruction or Construction activities or production of materials to be incorporated into the completed work until the Quality Control Plan, for either design, preconstruction or construction as appropriate, has been reviewed and approved by BGPAA. No partial payment will be made for either Design & Preconstruction or Construction subject to specific quality control requirements until the Quality Control Plan has been approved by BGPAA.
4. The Design-Builder shall develop and implement the quality control program to comply with specific quality assurance and control requirements for individual design, preconstruction and construction activities required on this Project. Requirements specified in those sections may also cover production of standard products.
5. The quality control requirements contained in this section and elsewhere in the Contract Documents are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of BGPAA.
6. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to BGPAA for a decision before proceeding.

B. DESCRIPTION OF THE DESIGN & PRECONSTRUCTION QUALITY CONTROL PROGRAM

The Design & Preconstruction Quality Control Program will be guided by the Design & Preconstruction Quality Control Plan that will include, as a minimum, the following:

1. A General Overview of the Design & Preconstruction approach, management and resources required to perform this phase of the Project. As a minimum, include the following:
 - a. The Design-Builder's and, separately, the Design Professional's Team commitment to following the Design & Preconstruction Quality Control Plan.
 - b. A policy statement from every member firm of the Design & Preconstruction team demonstrating the firm's management's intention and commitment to comply with the contractual requirements.
 - c. Identification, management endorsement and empowerment of the Design & Preconstruction Quality Control Manager(s).
 - d. Description of how management expects projects (generically) to be executed within the firm's organizational structure, established protocols, processes and procedures, including Subcontractors.
 - e. Identification, of key "management representative" responsible for quality control within each discipline within the Design & Preconstruction team.

2. Design & Preconstruction quality control requirements, policies and procedures that guide the Design-Builder's management and employees in the performance of professional design and preconstruction services include:
 - a. Programming.
 - b. Planning.
 - c. Technical Reports and Calculations.
 - d. Site Investigations and Surveys
 - e. Schematic Design Documents.
 - f. Early Work Package Development.
 - g. Owner Purchased Equipment Specifications.
 - h. Design Development Documents.
 - i. Preconstruction Coordination and Phasing Documents.
 - j. Construction Logistics Plans.
 - k. Constructability and Maintainability Review Documents.
 - l. Permit, Bidding and Construction Documents.
 - m. Technical Specifications.
 - n. Cost Estimates.
 - o. RFIs, Submittals and Shop Drawings.
 - p. Site Observation and other construction phase design support services.
 - q. Commissioning (see Project Requirement for Commissioning).
 - r. Control of computer programs for design including CADD.
3. Organizational chart showing responsibilities for Design & Preconstruction services and quality control checks.
4. Project Design & Preconstruction Quality Assurance measures that will be used to:
 - a. Verify that quality control methods, procedures and resources identified in the Design & Preconstruction Quality Control Plan are being utilized and effective
 - b. Evaluate the overall quality of the products being produced
 - c. Identify deficiencies and take corrective action as warranted.
5. Assurance that quality control checks shall be conducted by an independent person qualified in and familiar with the specific area of review who is not directly associated with the design or development of the project.
6. A communications plan outlining the protocol for all communications related to the Design & Preconstruction Quality Control Plan.
7. The format and schedule for checking design reports, calculations, drawings and specifications.
8. Commitment to review reports, drawings, specifications, and estimates provided by Design Consultants for spatial coordination and conformance with the design and budget criteria.

9. Format and procedure for distribution of design plans & specifications and documentation of issues, comments and responses provided as part of the review process, including a procedure for 100% resolution of all comments and questions.
10. Format and procedure for documenting that all requirements of the QC Plan have been met and that all comments and issues have been resolved to the satisfaction of the reviewer in a Statement of Technical Review.
11. List of specific design QC checklists, standards policies and procedures to be used to verify accuracy and completeness of the work.
12. The Design-Builder's and Subcontractors shall execute the requirements of the Design Quality Control Plan over the course of the project and provide periodic documentation, or other mutually acceptable records, demonstrating full compliance with the plan.
13. Any non-compliance shall be addressed by the Design-Builder's to BGPAA's reasonable satisfaction within a mutually agreed upon time period. Repeated non-compliance and/or any failure to correct non-compliance to BGPAA's reasonable satisfaction shall be considered a material breach of this Agreement.
14. Design Quality is the Design-Builder's sole responsibility. Neither BGPAA's acceptance of the Consultant's Design & Preconstruction Quality Plan nor any "Design Quality Assurance Audit" shall relieve the Design-Builder of the responsibility to deliver professional quality and technical accuracy of all services provided under this Agreement.
15. All design, preconstruction, logistics and coordination documents intended for submission to BGPAA or outside agencies for review shall be reviewed and signed off by the appropriate Design & Preconstruction Quality Control Manager prior to submission.

C. DESCRIPTION OF CONSTRUCTION QUALITY PROGRAM

1. General Description

The Design-Builder shall establish a Construction Quality Control Program and organization to perform the necessary quality control of all items of work required by the technical specifications, including those performed by subcontractors, suppliers and testing agencies. This Construction Quality Control Program shall ensure conformance to applicable contract documents and project requirements with respect to materials, workmanship, construction, finish, and functional performance. The Construction Quality Control Program will be guided by the Construction Quality Control Plan. The Construction Quality Control Plan shall be effective for control of all construction work performed under this Agreement and shall specifically include methods, procedures and resources surveillances and tests required by the technical specifications, in addition to other requirements of the Contract Documents and any other activities deemed necessary by the Design-Builder to establish an effective level of quality control.

2. Construction Quality Control Plan

The written Quality Control Plan shall be submitted to BGPAA for review and acceptance at least 30 days before onsite activities are scheduled to begin. The Quality Control Plan shall be organized to address, as a minimum, the following items:

- a. Quality control organization and staffing levels for positions expected to be utilized during the construction phase for both design and construction quality.
- b. The approved project schedule;
- c. The approved submittals schedule;
- d. Controls to assure that only the "Approved for Construction" construction documents are utilized in the Work. This includes provisions for removing superseded versions from the work area, except where explicitly and prominently marked "Void - For Information Only"; such as to retain annotated installation data.
- e. Identify all Quality Control activities, tests and inspections, including off site source inspections and tests, or design quality control activities that the Design-Builder will perform to ensure conformance to the approved design and the Contract Documents.
- f. Procedures for identifying and contractually invoking the applicable technical and quality requirements delineated in the Contract Documents for all vendors supplying materials, parts and services.
- g. Plans and procedures for receiving, inspecting and accepting material and equipment. These shall include examination of physical condition and compliance with purchasing requirements, including markings for class type and grade, and conformance of approved submittals. These shall also include provisions for:
 - 1) Identifying, tracking, controlling and processing non-conforming items, including notification of BGPAA.
 - 2) Inspection of materials for authenticity to preclude counterfeit parts, for items and attributes of concern identified by BGPAA.
 - 3) Verifying for compliance and traceability, maintaining, and turnover to BGPAA, certificates of conformance and mill certificates required by Contract Documents or codes or standards invoked, for materials received.
- h. Construction Quality Control Inspection procedures that detail minimum qualifications and experience of personnel, applicable recognized standards and frequency of inspection;
- i. Offsite Construction Quality Control Inspection procedures for items fabricated, assembled or manufactured offsite.
- j. Construction Quality Control Testing procedures that identify the approved testing agencies, qualifications and experience of personnel, accreditation information and frequency of tests;
- k. Offsite Construction Quality Control Testing procedures for manufacturer-provided testing and reporting.
- l. Controls and procedures providing for periodic calibration of testing and measurement equipment, including unique equipment identification and calibration tracking.

- m. Forms and procedures detailing the Quality Control Daily Inspection Report including recorded data, observations and non-complying work.
 - n. Procedure for identifying defective work and specific alternative actions to resolve the deficiency.
 - o. Quality Control requirements to ensure final inspections and project closeout conform to the Contract Documents. See PR-26.
 - p. Requirements and procedures for integrating and coordinating the Design-Builder's Quality Control activities and BGPAA's Quality Assurance activities.
 - q. Design-Builder is encouraged to add any additional elements to the Construction Quality Control Plan that deemed necessary to adequately control all production and/or construction processes required by this contract.
3. **Approval:** The Construction Quality Control Plan must be approved before the start of construction activities. BGPAA reserves the right to require revisions of the Quality Control Plan that are necessary to ensure the specified quality of the work conforms to the Contract Documents. BGPAA may interview Quality Control personnel at any time to verify their submitted qualifications.
4. **Changes:** The Design-Builder shall submit any requested changes to the Quality Control Plan, including changes in personnel, to BGPAA in writing for approval. Proposed changes must be submitted at least seven days in advance of the desired effective date of the change. No change in the approved Quality Control Plan shall be implemented without the BGPAA's written approval.

D. QUALITY CONTROL ORGANIZATION

- 1. The Design-Builder Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel, for both Design & Preconstruction and construction services and how these integrate with other management/production and construction functions. Resumes for personnel shall be included in the Quality Control Program Plan submittal for approval by BGPAA.
- 2. The organizational chart shall identify all quality control staff positions by function and shall indicate the total staff required to implement all elements of the Quality Control Program, including design services, preconstruction services, and construction services for each item of work. If necessary, different qualified personnel can be utilized for specific functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the laboratory and personnel assigned shall be subject to the qualification requirements of this PR. The organizational chart shall indicate which personnel are Design-Builder employees and which are provided by an outside organization.

3. The quality control organization shall consist of the following minimum personnel:

a. Quality Control Managers

- 1) The Design-Builder and their Design Professional shall provide dedicated Quality Control Manager(s) to manage each Design & Preconstruction and Construction Quality Control Plans and shall be full-time employees of the Design-Builder or Design Professional, or a consultant specializing in quality management engaged by the Design-Builder.
- 2) The Construction Quality Control Manager and Designated Alternates shall be a quality professional and have a minimum of 10 years of experience in major airport building construction and at least five years shall be recent responsible quality control management experience on a project of comparable size, complexity and scope as the contract.
- 3) The Design Quality Control Manager and Designated Alternates shall be a registered Architect or Engineer with a minimum of 10 years of experience in the design of projects of similar size and complexity to this project and at least five years of design quality management experience on airport building projects of comparable size and scope as this Contract. The Quality Control Manager(s) shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program across all disciplines, for design, preconstruction and construction to ensure compliance with the contract documents. The Quality Control Managers shall report directly to a responsible officer of their respective firm. The Quality Control Managers may not supervise the Quality Control Program on more than one project and shall be on-site on a full time basis, a minimum of 40 hours per week, and shall not be the same individual as, nor be subordinate to, the Design Project Manager, Construction Project Manager or Superintendent.
- 4) No Work or testing may be performed unless the Construction/Design Quality Control Manager or a Designated Alternate Quality Control Manager is on the Project site for construction and present during the Design & Preconstruction development.

b. Qualifications for Quality Control Personnel

The Design-Builder shall provide sufficient number of quality control personnel necessary to adequately implement all elements of the Quality Control Program. These QC personnel shall be either architects, engineers, engineering technicians, or construction inspectors with acceptable qualifications that may be met through a combination of education, training, certifications and experience in their area of expertise. Field experience for all areas of expertise shall be a minimum of three years. Submit a resume of the experience and qualifications for the proposed Contractor's Quality Control Personnel to BGPAA for review and approval. A personal interview will also be required for each proposed candidate. Only qualified personnel will be accepted to perform the Quality Control functions as required herein.

In addition to the Quality Control Managers, the quality control organization shall consist of the following minimum key Assistant QC management personnel:

- 1) Electrical Quality Control (QC) Manager - In addition to the Quality Control Manager, the Design-Builder shall provide a dedicated, full-time Electrical Quality Control Manager. The Electrical QC Manager shall have no other responsibilities other than overall electrical QC. The Electrical QC Manager shall be a master electrician or electrical engineer with a minimum of 15 years of industry experience and five years of experience with airport terminal electrical construction including high/low voltage, F/L/S and information technology systems at a commercial carrier airport.
- 2) Mechanical QC Manager - In addition to the Quality Control Manager, the Design-Builder shall provide a dedicated, full-time Mechanical Quality Control Manager. The Mechanical QC Manager shall have no other responsibilities other than overall mechanical QC. The Mechanical QC Manager shall be a professional with a minimum of five years of experience in the quality control and installation of mechanical systems for large building facilities. Expertise in HVAC, hydronic systems and controls is required.
- 3) Quality Control Inspectors – In addition to the Quality Control Manager (s), the quality control organization shall consist of the following minimum Lead Quality Control Inspectors:
 - a) Architectural/Building Inspector: Professional with 10 years minimum field experience in construction of architectural works.
 - b) Civil Inspector: Professional with 10 years minimum field experience in construction of civil works.
 - c) Mechanical Inspector: Professional with 10 years minimum field experience in construction of HVAC, hydronic systems and controls.
 - d) Electrical Inspector: Professional or a Journeyman Electrician with 10 years minimum field experience in construction of electrical works for large institutional projects.
 - e) Structural Steel Inspector: Graduate Structural Engineer with some field experience in the respective field or a Certified Welding Inspector with 10 years minimum field experience in construction of major structural steel and welding works.
 - f) Reinforced Concrete Inspector: Professional with 10 years minimum field experience in construction of reinforced concrete works
 - g) In addition to the aforementioned qualifications, the Design-Builder's Quality Control Inspectors shall be subject to interview and approval by BGPAA.

- 4) The quality control personnel shall report directly to the Quality Control Manager (s) and shall perform the following functions:
 - a) Quality Control during the Design & Preconstruction development process for conformance to design quality requirements.
 - b) In-process quality control inspection of all materials, construction, plant, and equipment for conformance to the contract documents, and as required by the Project Requirements herein.
 - c) Coordination and Performance of all quality control tests as required by the contract documents and the Project Requirement covering the *Quality Control Testing* herein.

4. Staffing Levels

The Design-Builder shall provide sufficient qualified quality control personnel, as required, to monitor each work activity at all times including design, preconstruction activities, coordination, fabrication and construction. BGPAA will review Design-Builder staffing levels throughout the work period. The Design-Builder shall appoint separate persons to oversee the administration work and the field work. Where material is being produced in a plant for incorporation into the work, separate plant and field personnel shall be provided at each plant and field placement location as necessary to ensure adequate quality control. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different personnel will be required for different work elements, whether design, construction or testing.

E. QUALITY CONTROL INSPECTION REQUIREMENTS

1. Quality control inspection / design check functions shall be organized to provide quality control coverage for all definable features of design, preconstruction and construction activities. All inspections shall be documented by the Design-Builder as specified by Documentation Section of this PR.
2. Construction QC Inspections - The Design-Builder shall utilize the following six-point inspection plan to ensure the conformance of the Work performed by the Design-Builder meets the requirements of the Contract Documents:
 - a. Pre- work Coordination: Prior to the start of construction work on the contract and prior to the start of work under each separate specification section and prior to the start of work where a change in a construction operation is contemplated by the Design-Builder and prior to a new subcontractor starting work, a coordination meeting will be held with the Design-Builder's superintendent, Construction Quality Control Manager, Safety representative(s), the testing laboratory, BGPAA, and representatives of all applicable subcontractors and vendors. Prior to the meeting, the Construction Quality Control Manager shall provide BGPAA with a meeting agenda for review. The Construction Quality Control Manager shall conduct the meeting and distribute the approved agenda. The Construction Quality Control Manager shall develop and electronically distribute finalized meeting minutes within 24 hours upon completion of the meeting.

- 1) The purpose of the meeting is to ensure that the Design-Builder's personnel have no misunderstandings regarding their safety and quality procedures as well as the technical requirements of the contract. The following items shall be presented and reviewed by the Design-Builder:
 - a) Contract requirements and specifications
 - b) Status of shop drawings, certifications, submittals and as-built drawings
 - c) Testing and inspection program and procedures
 - d) Design-Builder's Construction Quality Control Program and assigned personnel
 - e) Familiarity and proficiency of the Design-Builder's and subcontractor's workforce to perform the operation to the required workmanship standards including certifications of installers
 - f) Safety, security and environmental precautions to be observed
 - g) Any other preparatory steps dependent upon the particular operation
 - h) The Design-Builder's means and methods for performing the Work.
- b. Initial Inspection: Upon completion of a representative sample of a given feature of the Work and no later than two weeks after the start of a new or changed operation, BGPAA will meet with the Design-Builder's Quality Control Managers and applicable subcontractors' supervisor and their Quality Control representatives to check the following items, as a minimum:
 - 1) Workmanship to established quality standards
 - 2) Conformance to contract drawings, specifications and the accepted shop drawings
 - 3) Adequacy of materials and articles utilized
 - 4) Results of inspection and testing methods
 - 5) Adequacy of as-built drawings maintained daily.

Once accepted, the representative sample will become the physical baseline by which ongoing work is compared for quality and acceptability. To the maximum practical extent, approved representative samples of work elements shall remain visible until all work in the appropriate category is complete. Acceptance of a sample does not waive or alter any contract requirements or show acceptance of any deviation from the contract not approved in writing by the BGPAA.
- c. Follow-up Inspection: The Design-Builder's Construction Quality Control Manager will monitor the work to review the continuing conformance of the work to the workmanship standards established during the preparatory and initial inspections. These inspections will continue through construction completion and the initiation of the Stage 1 Closeout Procedure of the Project Requirement for Project Closeout.

- d. Completion Inspection – 48 hours prior to the completion of an item or segment of work, and prior to covering up any work, the Design-Builder will notify BGPAA in writing of the need for a Completion Inspection. BGPAA will verify that the segment of work is substantially complete, all inspection and tests have been completed, and the results are acceptable. The purpose of this inspection is to allow further corrective work upon, or integral to, the completed segment of work. This is not an acceptance inspection.

Should any items be determined deficient, needing correction or found to be nonconforming, a deficiency list will be prepared and issued to the Design-Builder for correction, repair or replacement of any deficient or nonconforming items. The cognizant Design-Builder's quality control personnel will verify the correction of the deficient and/or nonconforming items, prior to the start of the next operation and notify BGPAA.
 - e. Pre Final Acceptance Inspection – prior to requesting a Pre Final Acceptance Inspection of the completed facilities by BGPAA, all work and operational systems to be inspected shall be completed by the Design-Builder and accepted by the Design-Builder's Construction Quality Control Manager. The Design-Builder's written request for this inspection shall be made 72 hours in advance. The request will include a list of any known deficiencies and when they will be corrected. If the list is too large or contains too many significant items in the opinion of BGPAA, no inspection will be held because of the incompleteness of the work. BGPAA will schedule the Pre Final Acceptance Inspection and will prepare a list of deficient items (punch list) discovered during the inspection. The deficiency list will be transmitted to the Design-Builder for correction of the deficient items.
 - f. Final Acceptance Inspection – after the Design-Builder has completed all items on the deficiency list (generated from the Pre Final Acceptance Inspection), he or she shall request a Final Acceptance Inspection. The request shall be made in writing at least 72 hours in advance of the inspection. All areas must be cleaned and ready for turnover prior to this inspection. BGPAA, stakeholder representatives, the Design-Builder's and other interested parties will inspect the subject work to ensure that all deficiencies have been satisfactorily attended to and that no new deficiencies have appeared, and that all systems are completely functional. Any outstanding or additional deficient items will be noted and handled per paragraph E.2.e (Pre Final Acceptance Inspection) above until the work is acceptable.
3. The Design-Builder must allow sufficient time in the schedule to perform all required quality control inspections and testing.

F. QUALITY CONTROL TESTING REQUIREMENTS

1. As a part of the overall Quality Control Program, the Design-Builder shall implement a quality control inspection and testing plan, to meet the requirements of the Contract Documents. The inspection and testing plan shall include the minimum tests, inspections, and frequencies required by each technical specification, as well as any additional quality control tests that the Design-Builder deems necessary to adequately control production and/or construction processes.

2. The required Quality Control inspections and tests can be developed in a matrix and shall, as a minimum, include the following:
 - a. Technical Specification Section number;
 - b. Item description (e.g., Concrete, Plant Mix Bituminous Pavements);
 - c. Test Location (i.e. onsite, laboratory, manufacturer, fabricator, etc.)
 - d. Test type (e.g., slump, gradation, grade, thickness etc...);
 - e. Test standard (e.g., ASTM, UL, or other required test standard as applicable);
 - f. Inspection and test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
 - g. Inspection and test responsibility (e.g., plant personnel); and
 - h. Control requirements (e.g., target, permissible deviations and acceptance criteria).
3. BGPAA reserves the right to witness all quality control sampling and testing at any location.
4. All quality control test results shall be documented by the Design-Builder as required by the Documentation section of this PR.

G. DOCUMENTATION

1. The Design-Builder shall maintain current quality control records of all quality program activities, inspections and tests performed. These records shall include factual evidence that the required design reviews, logistics planning, meeting minutes, inspections or tests have been performed, including design review checklists indicating disposition of outstanding items; review comment summaries identifying resolution of each comment and question for each phase and design level; site/existing conditions investigations and surveys; approved logistics; type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken, as required by the contract documents.
2. These records must cover both conforming and defective or deficient features, and must include a statement that all designs, plans, supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to BGPAA daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Design-Builder.
3. Specific Design-Builder quality control records required for the contract shall include the following records:
 - a. Daily QC Inspection Reports During Construction. Each Design-Builder quality control staff member shall maintain and submit daily reports and maintain a log of all inspections performed for both Design-Builder and Subcontractor operations on a form acceptable to BGPAA.

These personnel's daily reports shall provide factual evidence that quality control inspections have been performed and shall, as a minimum, include the following:

- 1) Work activities including
 - a) Date and work shift hours.
 - b) Work performed.
 - c) Who performed the work (i.e. Name of Prime and/or Sub).
 - d) Specific location of the work.
 - e) Quantity of work installed in place.
 - f) Onsite equipment and utilization
- 2) Technical specification item number and description;
- 3) Compliance with approved submittals;
- 4) Proper storage of materials and equipment;
- 5) Proper operation of all equipment;
- 6) Statement attesting to conformance with plans and technical specifications;
- 7) Review of quality control tests; and
- 8) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control personnel and the Design-Builder's Quality Control Managers. BGPAA shall be provided at least one copy of each daily inspection report on the work day following the day of record.

- b. Test Reports. The Program Administrator shall be responsible for establishing a system that will record all quality control test results. Test reports shall document the following information:
 - 1) Technical specification item number and description;
 - 2) Test designation;
 - 3) Location;
 - 4) Date of test;
 - 5) Control requirements;
 - 6) Test results;
 - 7) Causes for rejection;
 - 8) Recommended remedial actions; and
 - 9) Retests.

Test results from each day's work period shall be submitted to BGPAA prior to the start of the next day's work period. When required by the technical specifications, the Design-Builder shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control personnel and the Program Administrator.

H. CORRECTIVE ACTION REQUIREMENTS

1. Conditions adverse to quality or work performed not in compliance with the Contract Documents will be reviewed by the Design-Builder to determine the cause and to recommend a corrective action that will correct the Work and preclude recurrence.
2. The Design Builder's Quality Control Managers shall report the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of compliance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the Project Definition Book technical specifications. The corrective action plan shall be submitted to BGPAA within seven days of the identification of the issue.
3. The Quality Control Plan shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.
4. When applicable or required by the technical specifications, the Design-Builder shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

I. AUDIT REQUIREMENTS

1. The Design-Builder Quality Control Program shall be subject to audit by the BGPAA Quality Assurance Manager.
2. All Quality items of design and construction shall be subject to inspection by BGPAA at the point of development, production, manufacture or shipment to determine if the Design-Builder including the Design-Builder's Design Professionals, Subcontractors, producers or manufacturers maintain an adequate quality control system in conformance with the requirements detailed herein and the contract documents.
3. Audits or Inspections by BGPAA does not relieve the Design-Builder of performing the quality control checks and inspections to ensure design and construction activities are performed in conformance to the contract documents and as required herein of Design-Builder's work, including the work of the Design-Builder's design professionals and Subcontractors.
4. A copy of the audit report will be transmitted to the Design-Builder's Design or Construction Quality Control Manager, the Design-Builder Project Manager and BGPAA. The Design-Builder shall develop a response to the audit findings that includes the steps to be taken to resolve the findings. Corrective action to resolve audit findings will be the responsibility of the Design-Builder.

J. NONCOMPLIANCE

1. BGPAA will notify the Design-Builder of any noncompliance with any of the foregoing requirements. The Design-Builder shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by BGPAA or its authorized representative to the Design-Builder or his/her authorized Quality Control representative at the project site, shall be considered sufficient notice.
2. In cases where quality control activities do not comply with either the Design-Builder Quality Control Program or the contract provisions, or where the Design-Builder fails to properly operate and maintain an effective Quality Control Program, as determined by BGPAA, BGPAA may:
 - a. Order the Design-Builder to replace ineffective or unqualified quality control personnel or Subcontractors.
 - b. Order the Design-Builder to stop operations until appropriate corrective actions are taken.
 - c. Impacts caused by these actions are deemed to be the responsibility of the Design-Builder.

K. MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the requirements of the section.

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PROJECT REQUIREMENT
PR-15 – SAFETY

The Design-Builder shall perform all work in compliance with BGPAA's Construction Safety Program, July 19, 2022 (See RFP E22-03 Attachment D)

A. OPERATIONAL SAFETY ON THE AIRPORT

1. In all operations, the Design-Builder and all subcontractors shall be governed by the policies, regulations and rules of BGPAA, BGPAA Construction Safety Program and shall cooperate fully with BGPAA and Airport Management. Should there be a conflict in the requirements listed and any other requirements in the Contract Documents, the most restrictive shall govern. Conflicts shall be brought to the attention of BGPAA. BGPAA reserves the right to issue a final determination for conflicts.
2. Safety Professional Definitions and Credentials: Prior to working on site, all safety professionals to include: Safety Manager, Safety Coordinator, or Safety Superintendent; must submit their resumes, be interviewed, and be approved by BGPAA.
 - a. Safety Manager (SM): The safety manager must at a minimum have an active Board of Certified Safety Professionals (BCSP) Certified Safety Professional (CSP) credential and five years of vertical/tunnel and heavy civil construction experience or BCSP Construction and Health Safety Technician (CHST) credential and 10 years of vertical and heavy civil construction experience. No other duties may be assigned.
 - b. Safety Coordinator (SC): The safety coordinator must at a minimum have an active BCSP Construction and Health Safety Technician) CHST credential and five years of vertical and heavy civil construction experience. No other duties may be assigned.
 - c. Safety Superintendent (SS): The Superintendent must at a minimum have an active BCSP (Safety Trained Supervisor) STS credential and ten years of vertical and heavy civil construction experience. The Safety Superintendent may perform other than safety duties when a SM or SC is present. If the SS is filling in for the SM or SC then no other duties may be assigned.
3. Safety Professional Staffing Requirement's: The Design-Builder team must have on staff a Safety Manager and at least one safety professional on site at all times when work is active. When counting personnel include all staff, trades, and office personnel. The prime contractor may elect to employ all required safety personnel however they are encouraged to require their sub-contractors to maintain safety staffing level per Table 2 below as well. Sub-contractor safety personnel count towards the Table 2 minimum safety staffing requirements. Example: Prime contractor has one safety manager and 25 staff, three subcontractors each with 25 staff and one safety coordinator = 100 staff and four safety personnel. These minimum staffing levels must be in place prior to commencement of work and maintained throughout the duration of the Work.

Required Minimum Safety Professionals per Total on site personnel	
Minimum Safety Professionals Present	Total Personnel Present
1 SC	1-25
1 SC + 1 SS	26-50
1 SM + 1 SC + 1 SS	51-75
1 SM + 2 SC + 1 SS	76-100
1 SM + 3 SC + 1 SS	100-200
Add 1 SC for each additional	1-100

Table 2: is a ratio of Safety Professionals to total on site personnel.

- Risk Assessments must be completed and present on site with all work crews prior to commencement of work. The risk assessment must at a minimum include: Task, Hazard, Control, Residual Risk (risk after controls implemented), Supervision and Evaluation. The risk measurement must be broken down into probability and severity as shown in figure 1 below.

RISK ASSESSMENT MATRIX						
		Probability				
Severity		Frequent A	Likely B	Occasional C	Seldom D	Unlikely E
Catastrophic	I	E	E	H	H	M
Critical	II	E	H	H	M	L
Marginal	III	H	M	M	L	L
Negligible	IV	M	L	L	L	L
E -Extremely High		H -High		M-Moderate		L-Low

Figure 1: Use this risk assessment matrix to measure and communicate risk levels. The Design-Builder must define severity in both dollars and injury. For example Catastrophic = 1 or more fatality or \$2 Million dollars lost. Probability is a number between 1 and 0.

- The Design-Builder must attend the monthly BGPAA safety meeting.
- The Design-Builder and its subcontractors must report monthly their leading and lagging safety indicator data as defined by the BGPAA Safety Program Manager. The metrics we are currently collecting are described in Table 3 below.

Monthly Safety Metrics Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Man Hours												
Recordable Cases												
Days Away Cases												
Restriction/Transfer												
THA Completed												
Near Miss												
Site Audits												
Safety Meeting												

Table 3: This report must be turned in no later than the 10th of each month.

B. REQUIREMENTS AND REGULATIONS RELATING TO THE OPERATION OF MOTOR VEHICLES

1. General

- a. During the term of this Agreement, the Design-Builder shall recognize and abide by the following rules and controls as they may be modified by Federal regulations.
- b. In addition to these regulations, BGPAA is empowered to issue such other instructions as may be deemed necessary for the safety and well-being of Airport users, or otherwise in the best interests of the public.

2. Operation of Motor Vehicles

- a. Motor vehicle operations within and on the Airport premises shall be governed generally by the provisions of the California State Motor Vehicle Codes and Traffic Direction procedures and signals for turns. Lights and safe-driving precaution shall be in conformity therewith. In addition, motor vehicles shall conform to all special regulations prescribed by the
- b. Traffic on perimeter roads, enplaning and deplaning drives, public thoroughfares and parking areas of the Airport is limited to those vehicles properly licensed to operate on public streets and highways. If construction equipment not licensed for use on public highways is to be used at any time to travel along public roadways, specific authorization must be given by BGPAA in advance. If authorization is granted the equipment shall be escorted by an approved escort vehicle at all times.
- c. All vehicular equipment in the Aircraft Operating Area (AOA), access road, aircraft parking or storage areas shall at all times comply with any lawful signal or direction of BGPAA employees. All traffic signs, lights, and signals shall be obeyed, unless otherwise directed by BGPAA employees.

- d. Every person operating motorized equipment of any character on any area shall operate the same in a careful and prudent manner and at a rate of speed posted or fixed by this section and at no time greater than is reasonable and proper under the conditions existing at the point of operating, taking into account traffic and road conditions, view, obstructions, and shall be consistent with all conditions so as not to endanger the life, limb, or property or the rights of others entitled to the use thereof.
3. Load Limits
 - a. Design-Builder shall comply with all regulatory load limits.
4. Other Vehicle Requirements
 - a. See Contract Documents for other vehicle requirements.

C. SECURITY REQUIREMENTS

1. General Intent: It is intended that the Design-Builder shall comply with all requirements of the Airport Security Plan (ASP) and with the security requirements specified herein.
2. The Design-Builder shall designate, and submit to BGPAA in writing, the name of its Contractor Security Officer (CSO). The CSO shall be accountable for the security requirements for the Design-Builder.
3. The Contractor's Security Officer (CSO) will be responsible for all security precautions. Prior to the commencement of the work, the CSO shall provide BGPAA an outline of a proposed security protection plan as described in this section (i.e., challenging, ID checks, gate control and general site security) for all work contemplated under the contract.
4. Perimeter Fence Security
 - a. Design-Builder shall not open gates or remove fencing without approval of BGPAA. Adequate precautions shall be taken to prevent entrance of unauthorized persons to Airport-restricted areas or inadvertent entry of dogs or large animals into the AOA.
 - b. Prior to securing work each evening, Design-Builder shall ensure that all access gates which have been opened are closed and locked, and that perimeter fencing is restored to a condition that will maintain present security standards.
 - c. Ten Foot Rule: No Design-Builder or Subcontractor will be permitted to store materials, park equipment or erect permanent or semi-permanent structures within 10 feet of either side of the AOA perimeter security fence.
 - d. Use of Gates: The gates shown on the drawings shall be used for access to the worksite(s). Use of a gate for continuous access will require the gate be manned by a guard with a BGPAA-issued identification badge, equipped with a cell phone or radio, portable lights, and a guard shack. The Design-Builder shall schedule with BGPAA a minimum of 24 hours prior to requiring any access through any AOA gates.
 - e. Use of Gate Guards; Gate guards shall be provided by the Design-Builder as required. If required, the Design-Builder must provide three guards per shift at each active gate.

- f. Prior to removing or making any holes in any Airport perimeter fencing, the Design-Builder shall obtain permission and written approval from BGPAA and take adequate precautions to prevent entry of unauthorized personnel or animals.

D. INTERRUPTIONS AND STOPPAGES OF THE WORK DUE TO HAZARDOUS CONDITIONS

1. Work Stoppages
 - a. Construction may be stopped by BGPAA, any time at the intent of the regulations regarding safety or Security Requirements is being violated or that a hazardous condition exists. This decision to suspend the operation will be final and will only be rescinded by BGPAA when satisfied that the Design-Builder has taken action to correct the condition and prevent recurrence.
 - b. Frequent inspections will be made by BGPAA or authorized representative during the critical phases of the work to ensure that the Design-Builder is following the recommended safety procedures. The Inspector shall report any violations or potential safety hazards to BGPAA who will in turn advise the Design-Builder of the concern for immediate correction by the Design-Builder.
2. Intermittent Construction Operations
 - a. When directed to cease construction and move from the area, the Design-Builder shall immediately respond and move all material, equipment and personnel outside the affected area(s). Operations shall not be resumed until directed by BGPAA. Every reasonable effort will be made to cause minimum disturbance to the Design-Builder's operations; however, no guarantee can be made as to the extent to which disturbance can be avoided.

E. REQUIREMENTS AND REGULATIONS AFFECTING THE CONDUCT OF THE WORK

1. General
 - a. Requirements to Begin Work: Before starting work, the Design-Builder shall provide, and have available in good repair and working order, all flags, signs, barricades, lights, electrical generators, and other equipment and materials as may be required for the protection of personnel, air traffic, vehicular traffic, and the construction work. All personnel shall have the proper BGPAA-issued identification badges and have received the required training and instruction.
 - b. No burning is permitted on BGPAA property.
 - c. Smoking by personnel is prohibited on the AOA.
 - d. Construction Activity and Aircraft Movements:
 - 1) Prior to the start of the construction activities affecting aircraft movement areas, the safety requirements relating thereto will be coordinated by BGPAA between Airport Operations, air carriers, fixed base operators, other users and appropriate representatives of the FAA. This coordination will be based upon the Design-Builder's approved construction schedule with the primary purpose of compliance with the contract document requirements.

- 2) For construction activity to be performed in other than the AOA, the storage of materials and parking of equipment, when not in use or about to be installed, should not encroach upon the AOA. In protecting operational areas the minimum clearances maintained for runways and taxiways shall be in agreement with Federal Aviation Regulations (FAR) Part 77 (latest version).
- 3) When necessary to accomplish construction within areas defined by FAR Part 77, while aircraft operations are in progress, the following minimum distances from runways and taxiways shall be maintained, unless otherwise specified.

2. Distances

- a. Distance from runway centerline - 250 feet
- b. Distance from taxiway centerline – 121.5 feet
- c. Distance from runway threshold - (longitudinally) -1,000 feet

3. Limitation of Construction Activities

- a. No lips or drop-offs will be allowed between temporary panels or surfaces and adjacent pavement. Other construction shall not result in lips greater than one inch, for pavement traveled by aircraft; and three inches for edges between old and new surfaces at edges and ends not traveled by aircraft.
- b. Welding, cutting or other open-flame operations are prohibited unless adequate fire and safety precautions are provided and have been approved in writing by the local Fire Authority having jurisdiction.
- c. Open trenches, excavations and stockpiled material at the construction site shall be prominently marked with barricades and lights.
- d. Stockpiled material for use during the current work shift shall be located within the barricaded work area and limited in height to avoid obstruction in line-of- sight considerations for aircraft, air traffic control and flagging personnel and constrained in a manner to prevent movement resulting from aircraft blast or wind conditions. No material may be stored in the work areas during non- working hours.
- e. The Design-Builder will ensure that all lighting fixtures are shielded and positioned to protect against interference with the vision of pilots and air traffic controllers.
- f. During non-working hours all trenches and excavations outside of the barricaded work areas shall be backfilled or covered.
- g. Non-working hours shall be defined as those hours when construction is not taking place within a work area.

4. Construction Adjacent to Runways

- a. All equipment and material above the runway centerline grade and within a distance of 250 feet or as otherwise shown on the phasing plans, from the runway centerline must be removed when the runway is being used by aircraft.
- b. Within 250 feet of the runway centerline, all open trenches, lips greater than one inch and drop-offs greater than three inches must be filled, covered, or sloped when the runway is being used by aircraft. Disturbed turf areas, open graded soils, crushed aggregate, or other unbound granular materials must be covered and secured or treated in a manner approved by BGPAA so that these materials do not result in FOD or dust due to exposure to jet blast and/or weather.
- c. Notification to Airport Operations, by way of BGPAA, is required prior to beginning any construction within 400 feet of a runway centerline or 121.5 feet of a taxiway centerline which is being used for aircraft operations. Notification of the proposed construction should be made a minimum of 14 days prior to beginning work.

5. Construction Adjacent to Taxiways

- a. Except as otherwise described in the construction phasing plans, no equipment or material within 121.5 feet of a taxiway centerline, or as otherwise specified, shall be above the taxiway centerline grade while the taxiway is being used by aircraft.
- b. Open trenches or abrupt drop-offs may be made adjacent to taxiway pavement edges, providing this work is temporarily covered, approved by BGPAA and coordinated with Airport Operations, who will in turn coordinate the Notice to Airmen (NOTAM). Open graded soils, crushed aggregate, or other unbound granular materials must be covered and secured or treated in a manner approved by BGPAA so that these materials do not result in FOD or dust due to exposure to jet blast and/or weather.
- c. Marking and lighting of work areas adjacent to taxiways shall be required and approved by BGPAA.

6. Barricades and Marking of Barricades

- a. Lighted low profile barricades and/or other lighted hazard devices stipulated on the phasing plans shall be 100% operative at all times while in place. It shall be the Design-Builder's responsibility to immediately repair or replace any light or flasher that is not operating.
- b. Barricades and hazard lights shall be in place prior to commencing construction operations, and shall be maintained in near new appearance for the life of the contract.

7. Closures

- a. No ramp, apron, taxiway, or runway area shall be closed to aircraft without approval of BGPAA. This will enable Notices to Airmen (NOTAMS), or other advisory communications to be issued. A minimum of five days' notice of requested closing for taxiways and 45 days for runways shall be directed to BGPAA. BGPAA will arrange inspections prior to opening any area to air traffic. Any waste material, and/or debris must be removed from aprons promptly to avoid possible damage to aircraft.

8. Debris

- a. Debris Control: When Airport roadways and public highways are used in connection with construction under this Contract; the Design-Builder shall remove all debris from the surfaces of such roadways. Trucks and equipment shall have all accumulated dirt, mud, rocks and debris removed when leaving the work area. Loads shall have six inches of freeboard and secured to prohibit loss of material. If spillage occurs, such roadways shall be swept clean immediately after such spillage to allow for safe operation of vehicles as determined by BGPAA. If the Design-Builder is negligent in cleanup and BGPAA forces are required to perform the work, the expense of said cleanup shall be paid by the Design-Builder.
- b. No loose material or waste (FOD), capable of causing damage to aircraft or capable of being ingested into jet engines may be left in the working area on or next to runways, taxiways, ramps, or aprons. The Design-Builder shall direct special attention to all areas which are operational to aircraft during construction. These shall be kept clean and clear of all materials or debris at all time. Any food waste shall be promptly cleared to prevent attracting birds and animals.

9. Existing Pavements and Facilities

- a. The Design-Builder shall preserve and/or protect existing and new pavements and other facilities from damage due to construction operations. Existing pavements, facilities, utilities, or equipment which are damaged shall be replaced or reconstructed to original strength and appearance at the Design-Builder's expense. The Design-Builder shall take immediate action to replace any damaged facilities and equipment and reconstruct any damaged area which is to remain in service.
- b. Any distress appearing within and/or jeopardizing any public right-of-way due to the construction should immediately be notified to BGPAA and be repaired by the Design-Builder at the Design-Builder's expense to the satisfaction of BGPAA.

10. Storage Areas

- a. The Design-Builder Staging Area, as depicted on the plans, shall be used to store all idle equipment, supplies and construction materials. Storage shall not interfere with operational areas.
- b. When not in use during working hours, and at all other times, all material and equipment shall be stored at the storage site indicated on the drawings unless prior approval is provided by BGPAA.
- c. The Design-Builder shall not store materials or equipment in areas in which the equipment or materials will affect the operation of FAA electronic equipment.
- d. All equipment storage and movement shall have prior written approval of BGPAA.
- e. No materials may be stored on the AOA unless authorized by BGPAA.
- f. Design-Builder's vehicles, equipment and materials shall be stored in areas designated on the drawings. Upon completion of the work, the storage areas shall be cleaned up and returned to their original condition to the satisfaction of BGPAA.
- g. During all non-working hours, equipment shall be parked in the Design-Builder's Staging area designated on the drawings with the restrictions listed thereon. Parking of construction workers' private vehicles shall not be allowed within storage areas located on the AOA.
- h. The Staging area shall be used to store all bulk materials needed for the project must be fenced at the Design-Builder's expense. However, barricades with red flashing lights shall be installed where potential conflicts with aircraft or ground vehicular traffic exists. Stockpiles shall not penetrate the FAR Part 77 imaginary surfaces or present FOD problems.
- i. Equipment and materials shall not be stored between runways, except as approved, in writing, by BGPAA.

F. OBSTRUCTIONS TO NAVIGATION

1. Penetrations of the imaginary surfaces defined in FAR Part 77 shall not be permitted without advance notification of, and approval by BGPAA. It will be necessary for the Design-Builder to file FAA Form 7460-1 with the FAA to obtain approval prior for operation of equipment 15 feet or more in height, including vehicles, cranes, or other construction equipment, structures, stockpiled materials, excavated earth, etc. It shall be the Design-Builder's sole responsibility to file this document. Allow at least 45 days for FAA review and approval prior to expected use of such equipment.
2. When penetrations more than 15 feet above ground level (AGL) are unavoidable, they shall be brought to the attention of BGPAA, as far in advance as possible to allow NOTAMS to be prepared and distributed to appropriate FAA divisions for publication and dissemination. Design-Builder shall comply with the provisions of AC 70/7460-1, latest edition, in the marking and lighting of obstacles. The Design-Builder shall allow at least 45 days for FAA review and approval. No delays will be granted the Design-Builder for his failure to submit the necessary documents in a timely manner.

3. Appropriate sketches shall be prepared by the Design-Builder with precise locations shown on the Airport Layout Plan, Height Restriction Plan, or other similar drawing, along with elevations depicting the obstructing object's relationship to the imaginary surfaces.

G. DAILY INSPECTIONS

1. BGPAA will conduct a daily inspection of each construction site before workers leave for the day to ensure that areas surrounding the sites are safe for aircraft operations. BGPAA will be watchful for food scraps and debris that can be ingested into aircraft engines (FOD), loose polyethylene and other light materials capable of being blown onto aircraft movement areas by wind, unlighted construction and obstruction lights, vehicles and equipment left outside construction areas, construction areas left unlocked, access gates left open, weak partitions or fences, etc. All discrepancies shall be corrected before workers depart from the work site.
2. BGPAA will review potentially hazardous conditions which may occur during airport construction and maintenance and may include the following:
 - a. Trenches, holes, or excavation on or adjacent to any open runway or related safety area.
 - b. Unmarked/unlighted holes or excavations in any apron, open taxiway, open taxi lane, or related safety area.
 - c. Mounds or piles of earth, construction materials, temporary structures, or other objects on or in the vicinity of any open runway, taxiway, taxi lane or in a related safety, approach or departure area.
 - d. Pavement drop-offs or pavement turf lips (either permanent or temporary) which would cause, if crossed at normal operating speeds, damage to aircraft that normally use the airport.
 - e. Vehicles or equipment (whether operating or idle) on any open runway, taxiway, taxi lane, or in any related safety, approach or departure area.
 - f. Vehicles, equipment, excavations, stockpiles, or other materials which could impinge upon NAVAID critical areas and degrade or otherwise interfere with electronic signals from radios or electronic NAVAIDs or interfere with visual NAVAID facilities. NAVAID critical areas are shown on the plans.
 - g. Unmarked utility, NAVAID, weather service, runway lighting, or other power or signal cables that could be damaged during construction.
 - h. Objects (whether marked/flagged or not) or activities anywhere on or in the vicinity of airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
 - i. Un-flagged/un-lit low visibility items (such as tall cranes, drills, etc.) in the vicinity of an active runway, or in any approach or departure area.
 - j. Misleading or malfunctioning obstruction lights.
 - k. Unlighted/unmarked obstruction in an approach to any open runway.

- l. Inadequate approach/departure surfaces (needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas).
 - m. Inadequate, confusing, or misleading (to pilots) marking/lighting of runways (including, displaced or relocated thresholds), taxiways, or taxi lanes.
 - n. Water, dirt, debris, or other transient accumulation which temporarily obscures pavement marking, pavement edges, or derogates the visibility of runway/taxiway marking, lighting or of construction and maintenance areas.
 - o. Inadequate or improper methods of marking, barricading, or lighting temporarily closed portions of airport operation areas.
 - p. Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, aprons or related safety areas.
 - q. Inadequate fencing or other marking to separate construction or maintenance areas from open aircraft operating areas.
 - r. Inadequate control of vehicle and human access, and non-essential, non- aeronautical activities, on open aircraft operating areas.
 - s. Improper radio communication maintained between construction/ maintenance vehicles and BGPAA Ops/Inspection or other on-field communications facility (e.g., FAA Flight Service Station (FSS) or Unicom radio).
 - t. Construction/maintenance activities or materials which could hamper Airport Rescue and Fire Fighting (ARFF) vehicle access from ARFF stations to all parts of the runway/taxiway system, runway approach and departure areas, or aircraft parking locations.
 - u. Bird attractants such as edibles (food scraps, etc.), trees, brush, other trash, grass/crop seeding, or pond water on or near the airport.
3. Personnel at the construction site without proper BGPAA identification or improper escorts for persons at the job site without proper identification.
4. Vehicles, involved in the project, that do not meet the safety requirements of BGPAA.
5. Improperly marked, lighted and flagged vehicles involved in the project.
6. The time restrictions for all work shifts, including the nightly work shifts, are totally inclusive of the Design-Builder moving onto the site, performing work activities, performing all clean-up, having the work area, pavements, and haul routes inspected and approved by the Inspector(s) and moving off the site. The Design-Builder shall provide adequate lighting for the needs of the Inspection personnel.
7. Any Aircraft Movement Surface or adjoining runway, taxiway or taxi lane safety area that does not pass inspection must remain closed until such time cleanup is performed and approved.

H. EMERGENCY PROCEDURES

1. The Design-Builder shall become familiarize with airport emergency procedures and shall conduct operations so as not to conflict with such events. Clear routes for Airport Rescue and Fire Fighting (ARFF) equipment shall be maintained in operational condition at all times.
2. In case of any emergency caused by an accident, fire, or personal injury or illness, Airport Police are to be immediately notified. Police will coordinate with other emergency agencies as necessary. The Design-Builder shall also notify BGPAA so that any coordination or closures that may be required can be addressed immediately.

I. ADMINISTRATIVE REQUIREMENTS

1. Applicability: The provisions of this section shall apply to the Design-Builder, subcontractors at all tiers, and suppliers.
2. Exclusion from Claims: Impacts caused by failure of the Design-Builder, subcontractors at all tiers, and all others to comply, implement and maintain the provisions of this section shall not be cause for a claim of delay or increased cost to BGPAA.

J. MARKING OF EQUIPMENT/RESTRICTIONS ON CRANES

1. Each vehicle or piece of equipment anywhere on the Airport site that extends higher than 15 feet above ground shall be equipped with a flag mounted firmly on the highest part of the equipment, and shall be obstruction lighted per the current edition of FAA Advisory Circular 70/7460-1 when the visibility is less than three miles or during periods of darkness. Federal Aviation Regulation Part 77, states that no permanent or temporary structure can exceed an imaginary surface which begins 500 feet laterally from the runway centerline, and extends outward and upward at a 7:1 ratio. In addition, the crane must be obstruction lighted per Advisory Circular 70/7460-1 whenever visibility is less than three miles and it must be lowered at the end of the day. Flags should be rectangular in shape with stiffeners to keep them from dropping in calm wind. This flag shall be not less than three feet square consisting of five one-foot squares of international orange color and four one-foot squares of white color.
2. Depending on the location of the construction site, there may be severe restrictions on the use of equipment that extends skyward, such as cranes and concrete pumping booms. Some of these restrictions include limitations on the height cranes can be extended during times of reduced visibility, e.g., cranes may not be raised unless visibility is three miles or greater. Contact BGPAA for further information, if cranes or other vertically extendable equipment will be used on the project.
3. If cranes or other equipment exceeding 15 feet in height are to be used, the Design-Builder will be required to submit for approval the FAA's application Form 7460-1 to:

Federal Aviation Administration
Attention: Airports Division, AWP-600
777 S. Aviation Blvd. Ste 150
El Segundo, CA 90245

K. ADA COMPLIANCE/ACCOMMODATION FOR PEOPLE WITH SPECIAL NEEDS

Develop guidelines for accommodating people with special needs to support the execution of a project.

1. Submittals

Compliance with this section will require submittal of various plans and reports throughout the duration of the project. These submittals include:

- a. Documentation of all steps taken to comply with ADA and special accommodations needs.
- b. Progress of the program and performance goals for improvement.

L. AVAILABILITY OF QUALITY HEALTHCARE

Develop guidelines such that adequate healthcare is available to project personnel during the project.

1. Submittals

Compliance with this section will require submittal of various plans and reports throughout the duration of the project. These submittals include:

- a. Site Health and Safety Plans which should be reviewed and agreed to by all personnel including Design-Builders and subcontractors.
- b. Medical certification and training records.
- c. Documentation of the treatment for all incidents and injuries.
- d. Plans for providing temporary health care facilities to the surrounding community if it appears that the proposed project will affect their existing access.

M. SHEETING, SHORING, AND BRACING

The Design-Builder shall design sheeting, shoring, and bracing of trenches and excavations greater than 5 feet in depth in accordance with Article 6 of CAL OSHA and the California State Labor Code. The standards of design referred to in the Labor Code shall be those of CAL OSHA. The shoring procedure designed by the Design-Builder shall be suitable for the site subsurface conditions and project operational constraints. The Design-Builder shall submit information required by Labor Code Section 6705. Submittals shall be made in accordance with the PR – Submittal Procedures.

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PROJECT REQUIREMENT

PR-16 – SURVEYING

A. PERMANENT SURVEY MARKERS

1. The Design-Builder 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 Design-Builder, the Design-Builder shall notify BGPAA in writing seven days before starting the Work.
2. At least two working days before the start of construction, the Design-Builder shall submit acceptable pre-construction survey tie notes to BGPAA. 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 Design-Builder's expense by a California Licensed Land Surveyor. Post construction survey monument ties acceptable to BGPAA shall be submitted to BGPAA before the completion of the Work (see "Monuments, Section 8771, Land Surveyors Act, Division 3, Chapter 15 of the Business and Professions Code) Design-Builder.

B. SURVEY SERVICE

1. Unless otherwise specified, the Design-Builder 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.
2. The Design-Builder shall provide all reference points and monuments necessary for construction and inspection of the Work. The Design-Builder shall preserve construction survey for the duration of their usefulness. All construction monuments shall be documented in survey field notes, which shall be made available to BGPAA upon request.
3. The Design-Builder shall establish the building baseline, building corners, and an elevation benchmark for building construction. The Design-Builder'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, 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 Design-Builder 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.

4. The Design-Builder's Surveyor shall perform and/or supervise all surveying Work required by this Contract. The Design-Builder's Surveyor shall be available during the Design-Builder's working hours to complete all necessary surveying Work, including monitoring actual construction for the purpose of determining grades, roof surface elevations, keeping As-Built Construction Plans and ensuring there are no construction errors. BGPAA may, at its discretion, direct the Design-Builder to perform additional survey Work as it 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 Design-Builder.

C. PRIVATE ENGINEERS

Surveying by private engineers on the Work shall conform to the quality and practice required by BGPAA.

D. LINE AND GRADE

1. All work shall conform to the lines, elevations, and grades shown on the Plans.
2. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to BGPAA. In the absence of such report, the Design-Builder shall be responsible for any error in the grade of the Work.
3. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.
4. 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 reference point indicated on a grade sheet.

E. SUBMITTALS

Certificates: Submit certificate signed by land surveyor certifying location and elevation of improvements.

F. EXAMINATION OF EXISTING CONDITIONS

1. Identification: Identify existing control points.
2. Verify layout information indicated, in relation to existing benchmarks, before proceeding to lay out Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - a. Do not change or relocate benchmarks or control points without prior written approval of BGPAA. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
 - b. Promptly replace lost or destroyed Project control points. Base replacements on original survey control points.
 - c. Establish and maintain a minimum of four (4) permanent benchmarks on the site, reference to data established by survey control point.
 - d. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
3. Existing Utilities and Equipment: Existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify existence and location of underground utilities and other construction.
4. Prior to construction, verify location and invert elevation at points of connection.

G. PERFORMANCE

1. Surveyor's Log: Maintain surveyor's log control and other survey work. Make log available for reference.
 - a. Record deviation from required lines and levels, and advise BGPAA when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
 - b. On completion of site improvements, and other work requiring field-engineering services, prepare survey, certified as if required for final property survey dimensions, locations, angles, and elevations of construction and site work.
2. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

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**PROJECT REQUIREMENT
PR – 17 – [NOT USED]**

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PROJECT REQUIREMENT

PR-18 – ENVIRONMENTAL MITIGATION AND SPECIAL CONSTRUCTION REQUIREMENTS

A. GENERAL

This section covers construction related mitigation requirements that include traffic mitigation measures, air quality construction related measures, water quality construction related measures, including the National Pollutant Discharge Elimination System (NPDES) permit program, restrictions on construction material stockpiles, and other miscellaneous items, as specified herein.

The Design-Builder shall comply with all mitigation measures included in the Federal National Environmental Policy (NEPA) Environmental Impact Statement (EIS), the California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), and corresponding Mitigation, Monitoring, and Reporting Plan (MMRP), and the Development Agreement (DA) with the City of Burbank. The Design-Builder shall implement and comply with these requirements and standards in performing the work of this contract.

Compliance with this Section does not exempt the Design-Builder from compliance with other applicable permits, approvals, requirements, rules and regulations of other agencies with jurisdiction over the work of this contract.

Specific documents referenced in this section are available for review at Elevatebur.com

B. TRAFFIC

1. The Design-Builder shall comply with the following traffic requirements:

a. Construction Traffic Management Plan.

- 1) The Design-Builder shall submit within 30 days after Notice to Proceed for approval by BGPAA, a Construction Traffic Management Plan (CTMP) which shall include a description of how the Design-Builder will manage all construction related traffic. The intent of the CTMP is for the Design-Builder to describe how it will mitigate construction traffic impacts during both peak and off-peak traffic periods. The CTMP shall detail the employee parking plan and shuttle system operations. The CTMP will require approval of BGPAA prior to implementation and compliance will be monitored through the contract. Haul routes shall be located away from residential areas.
- 2) The Design-Builder shall develop a complete CTMP which shall include:
 - a) Haul Routes and/or detours;
 - b) Locations for variable message and other signs;
 - c) Construction deliveries;
 - d) Construction employee shift hours;
 - e) Construction employee parking locations;
 - f) Any lane striping changes;

- g) Any traffic signal modifications; and
 - h) Other relevant traffic factors.
 - i) List of required permits
- b. Traffic Commitments and Mitigation Measures.
- 1) A detailed Construction Management Plan including street closure information, a detour plan, haul routes, and a staging plan shall be prepared by the Design Builder per volume 3 of the EIR.
 - 2) Construction Delivery Permits. All construction deliveries requiring lane closures shall receive prior approval from BGPAA. Construction Notification of deliveries requiring lane closures shall be made in writing (a minimum of 72 hours in advance) in order to allow for any modifications to approved traffic detour plans. The Design-Builder shall obtain delivery permits from all applicable local agencies 30 days prior to any delivery requiring a lane closure.
 - 3) Designated Truck Delivery Hours. All Design-Builder's truck deliveries of bulk materials such as aggregate, PMB/CAB, readimix, bulk cement, asphalt concrete, dirt, etc. to the project site, and hauling of material from the project site, shall be scheduled during off peak hours to avoid the peak commuter traffic periods on designated haul routes. Peak commuter traffic periods and impacted streets and intersections are identified on Tables 54 and 55 in the EIR. Any and all deviations to this requirement shall be approved in writing by BGPAA prior to actual site deliveries.
 - 4) Staging of construction traffic in residential areas will not be allowed at any time. Should traffic staging areas be required, the Design-Builder shall locate these areas away from residential development and shall comply with all local regulations.
 - 5) Construction Employee Shift Hours. To the extent possible, Design-Builder shall establish work hours that avoid peak commuter traffic periods as defined herein. Avoidance with peak commuter traffic shall be extended to include weekend and, when applicable, multiple work shifts.
 - 6) Designated Haul Routes. The Design-Builder shall use the designated haul routes for all construction traffic, deliveries, and employee travel. Haul routes are located away from residential or other noise sensitive areas.
 - 7) Maintenance of Haul Routes. The Design-Builder shall be responsible for maintenance of haul routes used, both on and off-airport roadways. The haul routes shall be maintained periodically and shall comply with all appropriate jurisdictional requirements for maintenance. All on and off-airport haul roads used by the Design-Builder shall be restored to their original condition, or better, at the completion of construction.
 - 8) Construction Employee Parking Locations BGPAA will provide parking space on the project site. However, parking is a premium within the available area for the Design-Builder's Yard, carpooling is strongly encouraged. BGPAA is working with Los Angeles Metropolitan Transportation Authority to provide incentives for construction employee use of public

transportation. BGPAA will provide shuttle service from the Metrolink Station to the project site for construction employees. The Design-Builder shall ensure that all employees, including those of Subcontractors and suppliers at all tiers, park in the designated parking locations and not on city streets, or in nearby neighborhoods. All construction personnel will be required to attend an airport project-specific orientation (pre-construction meeting) that includes where to park, where staging areas are located, construction policies, etc. A complete description of this operation shall be included within the CTMP provided by the Design-Builder.

C. STOCKPILES

1. Construction Material Stockpiles Locations and Maintenance:

- a. Stockpile locations shall be confined to the Design-Builder's staging and lay down area, unless otherwise allowed by BGPAA. Stockpile locations/laydown/staging areas shall be accessed by construction vehicles with minimal disruption to adjacent public streets.
- b. The Design-Builder shall seal the surface of all stockpiles of rock and earth materials that are not being actively constructed or mined with a dust control product. Treatment may include water spray via Design-Builder-provided irrigation systems, proprietary non-toxic crusting agents, bituminous prime coat for dust control, anchored geotextile fabric or tarps, erosion control fabric, seeding, or other methods approved by BGPAA. The method employed shall be appropriate for the expected duration of, and the material in the stockpile. Throughout the duration of the project, the Design-Builder will be required to maintain the dust control seal to meet the requirements of this section. The Design-Builder shall submit the proposed method of sealing the stockpile area to BGPAA for approval prior to its use. All costs of sealing, and maintaining, stockpile seals shall be considered incidental to other items and no separate measurement or payment will be made.
- c. In addition, the Design-Builder shall use operational controls to reduce the dust potential of stockpiles and comply with applicable FAA, State and local environmental regulations. These operational controls may include:
 - 1) Locating stockpiles behind natural or manufactured windbreaks.
 - 2) Locating the working area on the leeward side of the active piles.
 - 3) Use stone ladders, telescopic chutes, stacker conveyors or other mechanical devices to limit the drop of fall and exposure to wind when the stockpile is being constructed.
 - 4) Limiting the height of the stockpile in conformance to approved FAA 7460.
 - 5) Watering as necessary for dust control.
 - 6) Minimize vehicle traffic, and vehicle speeds, in and around stockpiles.
 - 7) Avoid steep sides or faces on stockpiles.
 - 8) Arrange stockpiles in such direction to minimize wind erosion.
- d. See other sections of the project specifications for more stockpile dust control requirements.

D. AIR POLLUTION CONTROL

1. The Design-BUILDER shall not discharge smoke, dust equipment exhaust, or any other air contaminants into the atmosphere in such quantity as will violate any Federal, State or local regulations. The Design-BUILDER shall also abate dust nuisance by cleaning, sweeping and spraying with water or other means as deemed necessary. The use of water shall conform to the water pollution control requirements contained in this contract.
 - a. Dust Control
 - 1) The Design-BUILDER shall be responsible for continuously removing from the site and haul roads on and off the airport excavated materials and debris resulting from the Work. Vehicles exiting the Site shall have all dirt clods and mud removed from their tires prior to leaving the site.
 - 2) The Design-BUILDER shall continuously contain dust and debris and remove it from the Site at intervals sufficient to prevent contamination outside work limits and as directed by BGPAA. The Design-BUILDER shall use adequate watering techniques to alleviate accumulation of construction-generated dust.
 - a) The Design-BUILDER 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.
 - b) The Design-BUILDER shall be responsible for the continuous clean-up of all construction-related dirt on approach routes to the Site.
 - c) The Design-BUILDER shall furnish trash bins with a closed cover for all debris resulting from Construction. All debris shall be placed in trash bins daily. Forms or false work that is to be reused shall be stacked neatly as they are being removed. Forms and false work that are not to be reused shall be disposed of immediately upon their removal.
 - d) The Design-BUILDER will provide regular trash pickup of trash bins to prevent overfilling and schedule additional pickups as necessary to prevent wind-blown trash.
 - e) Prior to final occupancy, the Contractor shall demonstrate that all ground surfaces are covered or treated sufficiently to minimize fugitive dust emissions.
 - f) All roadways, driveways, sidewalks, etc., being installed as part of the project should be completed as soon as possible; in addition, building pads should be laid as soon as possible after grading.

- 3) The Design-Builder shall furnish and operate self-loading motor sweepers with spray nozzles for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete or as requested by BGPAA.
 - a) The Design-Builder shall keep available operational vacuum motor sweepers, ELGIN Broom Bear or BGPAA-approved equivalent, and water truck to maintain dust control and cleaning of pavements if affected by Design-Builder operations. The Design-Builder shall use this equipment as needed to keep pavement areas swept clean of debris, to the satisfaction of BGPAA.
 - b) Sweepers shall be stationed within work areas to provide swift response as needed, i.e., active taxiway crossings, etc.
- 4) Post a publicly visible sign(s) with the telephone number and person to contact regarding dust complaints; this person will respond and take corrective action within 24 hours.
- 5) The Design-Builder shall implement additional dust controls for activities that generate dust-like concrete saw cutting, joints cleaning/widening, etc. or as required by BGPAA.
- 6) Design-Builder shall install raised water tank (Water Buffalo) and connect to reclaimed water line. Reclaimed water shall be used for dust control. Design-Builder will provide all necessary signage and controls for use of reclaimed water for dust suppression in accordance with California Code of Regulations (CCR) Title 17 and all applicable local ordinances.
- 7) All construction equipment working on-site shall be properly maintained (including engine tuning) at all times in accordance with manufacturers' specifications and schedules
- 8) Contractor shall suspend use of all construction equipment during a second-stage smog alert in the immediate vicinity of BUR
- 9) Utilization of construction equipment should be based on the minimum practical engine size (i.e., lowest appropriate horsepower rating for intended job).
- 10) Tampering with construction equipment to increase horsepower or to defeat emission control devices is prohibited.
- 11) Design-Builder shall designate a person or persons to ensure the implementation of all components of the construction-related air quality/pollutions control measures through direct inspections, record reviews, and investigations of complaints.

E. AIR QUALITY

1. The Design-Builder shall make every effort to reduce air pollutant emissions from construction traffic and equipment both on and off the airport. This includes use of construction equipment with “cleaner burning diesel” fuel and exhaust emission controls. The Design-Builder shall use alternative fuel or low emission vehicles to the maximum extent practicable.
2. Under no circumstances shall an emission reduction device or strategy used on the construction site increase the emission of any pollutant above that which is the standard for that engine.
3. The Design-Builder shall prepare and submit to BGPAA for approval a list of all equipment to be used, including Subcontractors’ equipment, necessary to complete the Work. Said list shall include equipment type, model, fuel source and emission characteristics. The equipment list shall be updated monthly and submitted to BGPAA. The Design-Builder shall ensure that equipment is in proper working order as to minimize harmful emissions.
4. The Design-Builder shall submit to BGPAA a monthly log showing daily fugitive dust mitigation measures. The log shall specify the subject area, mitigation measures utilized, frequency of control and other relevant information.
5. On-road medium-duty and larger diesel trucks used on BUR construction projects shall, at a minimum, comply with USEPA 2021 on-road emissions standards for PM10 and NOX.
6. All off-road diesel-powered construction equipment greater than 50 horsepower shall meet USEPA Tier 4(final) off-road emission standards. Tier 4(final) equipment shall be considered based on availability at the time the construction bid is issued. Contractor requirements to utilize Tier 4(final) equipment or the next cleanest equipment available will be subject to the provisions of Section E.9 below.
7. Every effort shall be made to utilize grid-based electric power at any construction site, where feasible. Where access to the power grid is not available, on-site generators must:
 - a. Meet a 0.01 gram per brake-horsepower-hour standard for PM, or
 - b. Be equipped with BACT for PM emissions reductions.
8. For vehicles and/or equipment outfitted with Best Available Control Technology (BACT) devices, the BACT device shall be approved by CARB as specified on the website. A copy of each unit’s certified BACT documentation, and each unit’s CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment. This requirement applies to diesel equipment owned and/or operated by the Design-Builder and Subcontractors. Design-Builder diesel owned equipment will display the appropriate equipment identification numbers (EIN)

9. Exceptions. The on-road truck and off-road construction equipment requirements set forth above in this section shall apply unless any of the following circumstances exist and the Design-Builder or Subcontractor provides a written finding consistent with project contract requirements and acceptable to BGPAA that:
- a. The Design-Builder/Subcontractor does not have the required types of on-road trucks or off-road construction equipment within its current available inventory and intends to meet the applicable requirements as to a particular vehicle or piece of equipment by leasing or short-term rental, and the Design-Builder/Subcontractor has attempted in good faith and due diligence to lease the vehicle or equipment that would comply with these measures, but that vehicle or equipment is not available for lease or short-term rental within 120 miles of the project site, and the Design-Builder has submitted documentation to Engineer that the requirements of this exception provision apply.
 - b. The Design-Builder/Subcontractor has been awarded funding by SCAQMD or another agency that would provide some or all of the cost to retrofit, repower, or purchase a piece of equipment or vehicle, but the funding has not yet been provided due to circumstances beyond the Design-Builder's/Subcontractors control, and the Design-Builder/Subcontractor has attempted in good faith and due diligence to lease or short-term rent the equipment or vehicle that would comply, as applicable, but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project site, and the Design-Builder has submitted documentation to Engineer showing that the requirements of this exception provision apply.
 - c. The Design-Builder/Subcontractor has ordered a piece of equipment or vehicle to be used on the construction project in compliance, as applicable, at least 60 days before that equipment or vehicle is needed at the project site, but that equipment or vehicle has not yet arrived due to circumstances beyond the Design-Builder's/Subcontractor's control, and the Design-Builder/Subcontractor has attempted in good faith and due diligence to lease or short-term rent a piece of equipment or vehicle to meet the applicable requirements, but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project, and the Design-Builder has submitted documentation to BGPAA showing that the requirements of this exception provision apply.
 - d. Construction-related diesel equipment or vehicle will be used on the project site for fewer than 20 days per calendar year. The Design-Builder/Subcontractor shall not consecutively use different equipment or vehicles that perform the same or a substantially similar function in an attempt to use this exception to circumvent the intent of the requirements, as applicable.

- e. Documentation of good faith efforts and due diligence regarding the above exceptions shall include written record(s) of inquiries (i.e., phone log[s]) to at least three leasing/rental companies that provide construction-related on- road trucks of the type specified in Paragraph 5.E. above (i.e., medium-duty or larger diesel-powered trucks) or diesel-powered off-road construction equipment such as the types to be used by the Design-Builder or Subcontractor, documenting the availability/unavailability of the required types of trucks/equipment. BGPAA may, from time-to-time, conduct independent research and verification of the availability of such vehicles and equipment for lease/rent within a 120 mile radius of BUR, which may be used in reviewing the acceptability of the Design-Builder's/Subcontractor's good faith efforts and due diligence.

In any of the situations described above, the Design-Builder/Subcontractor shall provide the next cleanest piece of equipment or vehicle as provided by the step down schedules in Table A for Off-Road Equipment and Table B for On-Road Equipment.

<i>Table A Off-Road <u>Compliance Step Down</u> Schedule*</i>		
<u>Compliance Alternative</u>	<u>Engine Standard</u>	<u>CARB-verified DECS (VDECS)</u>
1	<u>Tier 4 interim</u>	N/A*
2	<u>Tier 3</u>	Level 3
3	<u>Tier 2</u>	Level 3
4	<u>Tier 1</u>	Level 3
5	<u>Tier 2</u>	Level 2
6	<u>Tier 2</u>	Level 1
7	<u>Tier 2</u>	Uncontrolled
8	<u>Tier 1</u>	Level 2
<p>Equipment less than Tier 1, Level 2 shall not be permitted.</p> <p>*Tier 4 (interim or final) or 2007 model year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.</p>		

<i>Table B On-Road Compliance Step Down Schedule*</i>		
<u>Compliance Alternative</u>	<u>Engine Model Year</u>	<u>CARB-verified DECS (VDECS)</u>
1	<u>2007</u>	N/A**
2	<u>2004</u>	Level 3
3	<u>1998</u>	Level 3
4	<u>2004</u>	Uncontrolled
5	<u>1998</u>	Uncontrolled
Equipment with a model year earlier than Model Year 1998 shall not be permitted.		

**How to use Table A and Table B: For example, if Compliance Alternative #1 is required by this policy but Design-Builder cannot obtain an off-road vehicle that meets the Tier 2 engine standard that is equipped with a Level 3 DECS (Compliance Alternative #1 in Table A) and meets one of the above exceptions, then Design-Builder shall use a vehicle that meets the next compliance alternative (Compliance Alternative #2) which is a Tier 1 engine standard equipped with a Level 3 DECS. Should Design-Builder not be able to supply a vehicle with a Tier 1 engine equipped with a Level 3 DECS in accordance with Compliance Alternative #2 and has satisfied the requirements of one of the above exceptions as to Design-Builder's ability to obtain a vehicle meeting Compliance Alternative #2, Design-Builder shall then supply a vehicle meeting the next compliance alternative (Compliance Alternative #3), and so on. If Design-Builder is proposing an exemption for on-road equipment, the step down schedule in Table B should be used. Design-Builder must demonstrate that it has satisfied one of the exceptions listed in the selected Compliance Alternative # before it can use a subsequent Compliance Alternative. The goal of this requirement is to ensure that Design-Builder has exercised due diligence in supplying the cleanest fleet available.*

***2007 Model Year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.*

10. Nothing in the above specifications shall require an emissions control device (i.e., VDECS) that does not meet OSHA standards.

F. NON-ROAD MOBILE SOURCE CONTROLS

1. The Design-Builder shall prohibit staging or parking of construction vehicles (including workers' vehicles) on streets adjacent to schools, daycare centers, and hospitals.
2. The Design-Builder shall prohibit construction diesel vehicles or equipment from idling in excess of the idling restrictions as defined in CARB Vehicle Idling Rule (i.e., idling no more than five minutes). The Design-Builder shall advise drivers and operators of these requirements at the pre-construction orientation meeting, remind them on a daily basis, and post signs in appropriate places indicating the CARB Vehicle Idling Rule. Exemptions may be granted for safety-related and operational reasons, as defined in CARB or as approved by BGPAA. The Design-Builder and Subcontractors shall have policies and procedures in place for compliance with the Vehicle Idling Rule and a copy of such shall be submitted to BGPAA for approval.

G. STATIONARY POINT SOURCE CONTROLS

1. The Design-Builder shall specify a combination of electricity from power poles and electricity from portable diesel- or gasoline-fueled generators using "cleaner burning diesel" fuel and exhaust emission controls for his electrical energy requirements.
2. The Design-Builder shall obtain approval of BGPAA for the use of internal combustion engine water pumps, power generators, air compressors and other related construction equipment when an option exists to utilize grid power or electric powered equipment.
3. In accordance with SCAQMD Rule 431.2, all diesel construction equipment shall use only Ultra Low Sulfur Diesel fuel (15 ppm or lower).
4. The Design-Builder will provide evidence of registration with the CARB portable equipment registration program (PERP) and applicable SCAQMD for all diesel powered portable equipment with a rated break horsepower of 50 and greater.

H. NOISE CONTROL

1. Noise generated from the Design-Builder's operations shall be controlled as specified in these contract documents.
2. The Design-Builder shall comply with local sound control and noise level rules, regulations and ordinances which apply to Work performed pursuant to the Contract.
3. 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.

I. MONITORING AND CONTROL

1. The Design-Builder is responsible to be in compliance with all the requirements in the above sections. The Design-Builder shall provide to BGPAA a monthly summary status report of compliance of these specifications. BGPAA will randomly monitor the Design-Builder's compliance with mitigation requirements throughout the term of the Contract.
2. In addition to any other penalty that may be imposed by other agencies, BGPAA retains the authority to assess liquidated damages for non-compliance. These assessments will be of \$1,000 per day and per occurrence for each non-compliance of the specified requirements herein as deemed by BGPAA.
3. All of the Design-Builders' records related to the implementation of these construction related measures are subject to a Third Party Monitor review and BGPAA audit at any time, and for the duration of the Contract. These records shall be part of the as-builts documents submitted by the Design-Builder to BGPAA.

J. SEWAGE SPILL PREVENTION AND EMERGENCY RESPONSE PLAN

1. The Design-Builder shall prepare and submit a spill prevention and emergency response plan. The plan shall address implementation of measures to prevent sewage spills; procedures for spill control and containment, notifications, emergency response, cleanup, and spill and damage reporting.
2. The plan shall account for all storm drain systems and water courses within the vicinity of the Work which could be affected by a sewage spill. Catch basins that could receive spilled sewage shall be identified. Unless otherwise specified in the Specifications, these catch basins shall be sealed prior to operating the bypass and pumping system. The Design-Builder shall remove all material used to seal the catch basins when the bypass and pumping system operations are complete.
3. The Design-Builder shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching a watercourse, recovery and legal disposal of any spilled sewage, any reporting, fines or penalties associated with the sewage spilled imposed upon by BGPAA and/or the Design-Builder by jurisdictional regulatory agencies, and any other expenses or liabilities related to the sewage spill.
4. Sanitation. The Design-Builder shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.
5. Wastewater shall not be interrupted. Should the Design-Builder disrupt existing sewer facilities, Sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system following all applicable code.

K. WATER POLLUTION CONTROL

1. The Design-Builder shall conform to all applicable local, state and Federal regulations and laws pertaining to water pollution control. The Design-Builder shall conduct and schedule its operations, and follow and implement best management practices in such a manner as to prevent water pollution, including that by introducing sediments into the receiving water, as defined by the NPDES permit requirements.
2. When required, the Design-Builder shall obtain permits for erosion and water pollution control from the appropriate jurisdictional agency before the start of construction.
3. Wet Weather Erosion Control Plan (WWECP) Whenever it appears that the construction Site will have grading during the rainy season (from October 15 to April 15), the Design-Builder shall submit a WWECP to BGPAA for approval within 30 days after the Notice to Proceed or get approval 30 days prior to the beginning of the rainy season, whichever is longer.
4. Work shall be in compliance with the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for the City of Burbank.
5. In addition to complying with the applicable requirements of the NPDES permit requirements, the Design-Builder shall also conform to the following requirements:
 - a. Sediments shall not be discharged to a storm drain system or receiving waters.
 - b. Sediments generated on the Work site shall be contained on the Work site using appropriate Best Management Practices (BMPs).
 - c. No construction-related materials, waste, spill, or residue shall be discharged from the Work site to streets drainage facilities, receiving waters, or adjacent property by wind or runoff unless such discharge is in compliance with regulatory agencies requirements.
 - d. Non-storm water runoff from equipment, vehicle washing, or any other activity shall be contained within the Work site using appropriate Best Management Practices.
 - e. Erosion shall be prevented. Erosion susceptible slopes, shall be covered, planted or otherwise protected in a way that prevents discharge for the Work site.

L. BEST MANAGEMENT PRACTICES (BMPs)

1. The Design-Builder shall have a Qualified SWPPP Developer design BMPs and implement and maintain such BMPs as are relevant to the Work, specified in the NPDES permit requirement and as are specifically required by the contract documents.
2. The Design-Builder shall be responsible throughout the duration of the Contract for installing, constructing, inspecting, maintaining, removing and disposing of BMPs as needed and/or as directed by BGPAA for wind erosion control, tracking control, erosion and tracking control, non-storm water control, and waste management and materials pollution control. Unless otherwise directed by BGPAA, the Design-Builder shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the Work.
3. All projects, regardless of size, shall implement good housekeeping BMPs to reduce the discharge of pollutants from construction sites and/or construction staging and laydown areas to the maximum extent practicable:
 - 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 and/or wind.
 - c. Fuels, oils, solvents, and other toxic substances originating from the Design-Builder'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. 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 Design-Builder shall exercise care to preserve vegetation beyond the limits of construction.
 - e. 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.
 - f. Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
 - g. 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.
 - h. 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.

4. The Design-Builder shall comply with the State Water Resources Control Board Order No. 2012-0006-DWQ (Construction Activities Storm Water General Permit) and all its amendments. The Design-Builder is to determine the Risk Level for the Site in accordance with State Water Resources Control Board Order No. 2012-0006- DWQ and determine which requirements are applicable.
5. Compliance with State Water Resources Control Board Order No. 2012-0006-DWQ, may include the following:
 - a. Register via the State Water Board's Storm Water Multi-Application & Reporting Systems (SMARTS) system, as coordinated through BGPAA.
 - b. Prepare all Permit Registration Documents.
 - c. Have a credentialed preparer, as defined in State Water Resources Control Board Order No. 2012-0006-DWQ, develop a site-specific Storm Water Pollution Prevention Plan (SWPPP).
 - d. Submit SWPPP to BGPAA Environmental Services Division for review and approval.
 - e. Implement the SWPPP in accordance with State Water Resources Control Board Order No. 2012-0006-DWQ (and all its amendments) requirements, including necessary and appropriate site monitoring, and filing of required reports and notifications via SMARTS (in consultation with BGPAA).
 - f. Prepare a Notice of Termination (NOT) upon completion of said construction work, fulfill all post-construction requirements under State Water Resources Control Board Order No. 2012-0006-DWQ, and coordinate with BGPAA the filing of the NOT via SMARTS.
 - g. Failure to comply with State Water Resources Control Board Order No. 2012- 0006-DWQ and all its amendments may subject discharges to penalties imposed by the State. Dischargers may become liable to pay up to \$10,000 a day pursuant to California Water Code section 13385, and another penalty of a minimum of \$1,000 pursuant to sections 13399.25-3399.43.
6. Should the Design-Builder violate any of the provisions of this Subsection, or if pollution occurs in the work area for any reason, the Design-Builder shall immediately notify the Inspector. In addition, the Design-Builder shall, within 10 days, submit written confirmation to BGPAA describing the incident and corrective actions taken. The Design-Builder is to also comply with all discharge reporting requirements of Water Resources Control Board Order No. 2012-0006-DWQ. If pollution, for whatever reason, is detected by the Inspector/Engineer before notification by the Design-Builder, the required written confirmation shall also include any explanation of why the Design-Builder had not notified the Inspector.

M. DEWATERING

1. Dewatering shall be performed by the Design-Builder when specifically required Specifications, and as necessary for construction of the Work. Dewatering shall be performed in conformance with all applicable local, state and Federal laws and permits issued by jurisdictional regulatory agencies. Permits necessary for treatment and disposal of accumulated water shall be obtained by the Design-Builder or BGPAA as specified in the General Requirements. Accumulated water shall be treated prior to disposal if so specified in the General Requirements or required by a permit. The Design-Builder shall submit a working drawing and related supporting information detailing its proposed plan and methodology of dewatering and treatment and disposal of accumulated water.
2. The plan shall identify the location, type and size of dewatering devices and related equipment, the size and type of materials composing the collection system, the size and type of equipment to be used to retain and, if required, treat accumulated water, and the proposed disposal locations. If the proposed disposal location is a sanitary sewer, the Design-Builder shall submit to BGPAA written evidence of permission from BGPAA. If the proposed disposal location is a storm drain system or receiving body of water, the Design-Builder shall submit written evidence of permission from BGPAA of the storm drain system and, if not obtained by BGPAA, original signed permits from jurisdictional regulatory agencies or written evidence those such permits are not required.

N. DRAINAGE CONTROL

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

O. RECYCLING

1. The Design-Builder shall submit a recycling plan presenting it's proposed recycling goals and a narrative of how it intends to meet the goal.
2. The Design-Builder shall submit a summary of its recycling performance with each monthly invoice.

P. PUBLIC CONVENIENCE AND SAFETY

1. Traffic and Access

- a. The Design-Builder shall conduct all operations in a manner that will cause no interference with normal operation of the Airport. In all operations the Design-Builder shall be governed by the regulations and rules of BGPAA, comply with FAA AC No. 150/5370-2F, Operational Safety on Airports during Construction, and shall cooperate fully with BGPAA and Airport Manager. All temporary blockages for the movement of construction materials or equipment shall be coordinated with and approved by BGPAA at least 48 hours in advance of any closure.
- b. Within 10 days after the date of the Notice to Proceed and before moving vehicles onto the Site, the Design-Builder shall submit to BGPAA the proposed Plan for vehicular and pedestrian traffic circulation, including the location and types of signs to be used. Thereafter, and not later than 15 days prior to subsequent changes required by BGPAA for such circulation, sign locations and types, the Design-Builder shall submit revised Plans to BGPAA.
- c. The Design-Builder 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 Inspectors, the Design-Builder or Permittee shall certify in writing to the Inspector that steel plates to be used in the Work meet the required static coefficient of friction. Also when required by the Inspector, the Design-Builder 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 Inspector. The Design-Builder or Permittee shall pay for any costs associated with the testing of steel plates.
- d. The Design-Builder's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.
- e. Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by BGPAA.
- f. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 feet), shall be maintained unless otherwise approved by BGPAA.

- g. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Design-Builder shall immediately clear the street and driveways and provide and maintain access.
- h. The Design-Builder shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.
- i. Grading operations, roadway excavation and fill construction shall be conducted by the Design-Builder in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.
- j. Unless otherwise authorized, work shall be performed in only one-half of active roadways at one time. Unless otherwise shown, at least one lane shall be kept open and unobstructed until the opposite side is ready for use. If only one-half of a roadway is improved, the other half shall be conditioned and maintained as a detour. Flaggers shall be provided continuously at each end of any single-lane operations.

Q. TEMPORARY SIGNAGE FOR BARRICADES

Install and maintain all temporary signage and messaging at all construction barricade locations, access gates, work area access points, taxiway crossings, etc. as long as the barricades are in place to help direct traffic around Work Areas and to alternate path of travel.

R. ROADWAY AND STREET CLOSURE, DETOURS, BARRICADES

- 1. There shall be no closures or detours without the express written permission of BGPAA. Design-Builder shall submit any request for detours or road closures at least 30 days prior to the proposed shutdown time, for all BGPAA roadways and facilities.
- 2. The Design-Builder shall comply with all applicable State, County, and City requirements for closure of streets and roadways, including airfield service roads. The Design-Builder shall provide barriers, guards, lights signs, temporary bridges, flag persons, and watch person. The Design-Builder shall be responsible for compliance with additional public safety requirements which may arise. The Design-Builder shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

3. At least 48 hours in advance of closing, partially closing or reopening, any roadway, street, alley, or other public thoroughfare, the Design-Builder shall notify the Police, Fire, Traffic and Engineering Departments, and comply with their requirements. Deviations must first be approved in writing by BGPAA.
4. The Design-Builder shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "sign" as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

S. ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES

1. Grading and excavation activities may be monitored by a paleontologist and/or archaeologist under contract to BGPAA. In the event potential significant paleontological/archaeological resources are identified within grading/excavation areas, the monitor has the power to halt construction activities in the immediate area in order to assess the significance of the subject resources.
2. BGPAA will provide a briefing to construction personnel at project kick-off in the identification of fossils or fossiliferous deposits and in the correct procedures for notifying the relevant individuals should such a discovery occur.
3. If human remains are found, all grading and excavation activities in the vicinity shall cease immediately and BGPAA shall be notified.

T. THREATENED/ENDANGERED SPECIES AND MIGRATORY BIRDS

The area is highly developed for industrial uses and threatened/endangered species are not expected to be encountered. Migratory birds may be present and nesting. Birds and nest cannot be disturbed or harassed. In the event a nesting bird is observed construction will be halted and BGPAA shall be notified.

U. HAZARDOUS AND SOLID WASTE DISPOSAL

Design-Builder will dispose of all hazardous or solid wastes and debris encountered or generated during construction and demolition activities in accordance with all federal, state, and local laws and regulations.

END OF THIS PR

PROJECT REQUIREMENT PR-19 – SUSTAINABLE CONSTRUCTION METHODS

A. GENERAL

1. Compliance with this Section does not exempt the Design-Builder or its Subcontractors from compliance with other applicable permits, approvals, requirements, rules and regulations of other agencies with jurisdiction over the work of this contract.

B. SUSTAINABLE PROJECT MANAGEMENT

1. Construction Scheduling and Sequencing. The Design-Builder will coordinate material deliveries with installation times employing where possible “just in time” deliveries and provide pre-construction plans and schedules that show material deliveries and installations.
2. Paperless Submittals and Change Orders. To the greatest extent possible and with agreement of BGPAA, electronic submittals / correspondence, revisions and RFIs will be dealt with electronically via the PMIS Software.
3. Electronic As Built Drawing Submittals. The Design-Builder shall document the list on interim as built submittals include the title, content, and date submitted electronically as well as location requirements.

C. SUSTAINABLE CONSTRUCTION ACTIVITIES

1. Erosion & Sedimentation Control Measures. The Design-Builder shall prepare and implement an Erosion & Sedimentation Control in accordance with the Environmental Mitigation and Special Construction Requirements PR.
2. Dust Control. The Design-Builder is to comply with Best Management Practices shall be implemented in accordance with the Environmental Mitigation and Special Construction Requirements PR.
3. Stormwater Pollution Prevention Plan (SWPPP). The Design-Builder will develop and implement a SWPPP for the construction site activities in accordance with the Environmental Mitigation and Special Construction Requirements PR.
4. Recycling and Reuse of Construction Materials. The Design-Builder is required to adhere to the requirements of the Environmental Mitigation and Special Construction PR.
5. Construction Vehicles. Design-Builder shall meet requirements for prohibiting vehicle idling in accordance with the environmental requirements defined in Project Requirement for Environmental Mitigation and Special Construction.
6. Low Emission Construction Vehicle. The Design-Builder shall meet the requirements for construction vehicles on site as defined in the Environmental Mitigation and Special Construction Requirements PR.

7. Construction Noise Levels. The Design-Builder shall meet the requirements of the Environmental Mitigation and Special Construction PR.
8. Construction Roadways: Prevent & repair roadway damage during construction. The Design-Builder shall ensure that construction related vehicles operated on public roadways will not exceed maximum design load of any road that they will use. The Design-Builder is also responsible for ensuring that construction vehicles with the tractor treads are not driven on roadways. Should any accidents involving construction vehicles occur, the Design-Builder shall report them immediately to the police and BGPAA; and any roadway damage repaired immediately by the responsible party. Any incident reports must be submitted to the appropriate law enforcement agency and BGPAA.
9. Graffiti and Vandalism Control. Throughout all phases of Work, including suspension of Work, and until final acceptance, the Design-Builder, 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 24 hours after notification by BGPAA or Inspector.

END OF THIS PR

PROJECT REQUIREMENT**PR – 20 – VIRTUAL DESIGN & CONSTRUCTION (VDC), BUILDING INFORMATION MODEL (BIM)****A. GENERAL:**

1. **Summary:** Design-Builder will employ VDC and BIM tools to facilitate the construction, coordination, scheduling, phasing, and close out of the Work. The VDC and BIM requirements will be developed and refined with BGPAA via BIM Execution Plan (BXP), the final BXP shall be formally submitted to BGPAA for review and approval. The BIM Process shall be an integral part of project delivery and shall be used for:
 - a. Enabling all stakeholders to view and track the project throughout design, construction and closeout.
 - b. Enabling a coordinated Design Build delivery of Construction Documents and Shop Drawings. The Design-Builder, its Design Professionals and Consultants, its Subcontractors and their Subcontractors shall assist, integrate and use the BIM model for the creation of construction documents and shop drawings.
 - c. Enabling cost and schedule project tracking via 4D and 5D BIM model information. 5D BIM model information will not be required through 30% submittal.
2. **BIM Manager:** The Design-Builder shall appoint a BIM manager to develop and oversee the BIM Execution Plan (BXP) as defined in Section D of this PR. The BIM Manager's detailed responsibilities will include overseeing the development of the model, its integration and execution, and coordinate between all entities of the Design Build Delivery. The Design-Builder's BIM manager will coordinate with BGPAA's BIM manager concerning setting up the appropriate templates and project boundaries.

B. COORDINATION AND DETAILING ACTIVITY (CDA)

The Design-Builder's Coordination and Detailing Activity (CDA) shall include a formal process to document, track and confirm the coordination and detailing process of the design and construction teams. CDA ensures agreement among Subcontractors regarding field coordination aspects of the Projects. CDA and BIM coordination are complementary processes to the review of construction drawings for their completeness, constructability, and code compliance.

1. Conflicts shall be resolved through the CDA process rather than at the installation stage. Conflicts occurring at the installation stage will not be the basis for additional costs or time extensions. Failure to perform the CDA process satisfactorily will not be the basis for additional compensation or extension of the Contract Time.
2. CDA is performed to assure that all utilities, architectural and structural building systems are inter-coordinated and agreed upon by Design-Builder, its design professionals and Subcontractors, minimizing field changes. CDA is to be utilized as a validation mechanism to the BIM coordination process and clash / collision detection and resolution. The end product of this effort shall be a fully coordinated model and set of drawings, consistent with the design intent and Applicable Code Requirements for the Work. Upon the completion of the CDA process, Design-Builder, its Design Professional and Subcontractors shall indicate in writing that they have coordinated their Work prior to starting construction.
3. CDA shall occur at a minimum on a weekly basis as soon as the first Subcontractors are engaged on the project, and concurrently with development of the Construction Drawings. CDA milestone submittals shall be required with the 60%, 90%, and 100% progress submittals.
4. The provisions of this Section shall not reduce the Design-Builder's responsibility to provide adequate coordination for all Work including Work not indicated above.
5. BGPAA, the Design-Builder's Project staff and Subcontractors shall participate in this program. At the completion of the CDA, the Design-Builder, its design professionals and Subcontractors are required to sign off on their acceptance. Signatures shall indicate that the Work represented on the CDA drawings is constructible and has been reviewed by Design-Builder, Design-Builder's Design Professionals, and Subcontractors and all are in concurrence with information contained on the CDA Drawings.
6. CDA drawings shall be 2D or axonometric print outs of the BIM models and shall be usable as field documents aimed at coordination and allocation of work between different trades (structure, framing, casework, ceilings, ductwork, plumbing and mechanical piping, electrical and LV conduits and outlets, MEP and architecturally or structurally significant equipment, miscellaneous anchorage, supports and bracing of different trades, exterior wall components, code clearances, etc.).

7. **Exterior Wall Coordination:** Separate Overlay Drawings for Coordination of All Miscellaneous Steel and/or Structural Stud Systems on Background Drawings and Elevations: Illustrate the connection points of the precast, windows, curtain wall, stone, metal panel systems, as well as all elements that will be contained in the exterior wall systems including recessed electrical, communications outlets, security devices, panels, telephones, recessed water connections, lighting and alarms, the Design-Builder's Design Build team shall prepare an overlay CDA drawing for all recessed systems.
8. **CDA Drawings:** The Design-Builder shall prepare CDA Drawings to optimize the utilization of space, provide for efficient installation of different components, and coordinate the installation of products and materials. The CDA drawings shall be the basis for coordinated shop drawings. Additional shop drawings shall not be produced after signing off CDA drawings without review, verification, and sign-off by all trades that changes did not impact agreed-upon coordination. There are other potential areas of the building systems that will require a process for completion. These should be illustrated in the Design-Builder's work plan and schedule.
9. **Orientation Meeting:** The Design-Builder, its Subcontractors, and BGPAA shall hold an orientation meeting prior to the beginning of the CDA effort. The purpose of this meeting is to develop a mutual understanding of the administration of the CDA, and the scope of the required submittals and Drawings. All personnel involved in coordination and detailing of the work and the BIM model of shall attend the Orientation Meeting. The meeting shall be administered by the Design-Builder's BIM manager and the Design-Builder's MEP / Systems Coordinator.
10. **CDA Meetings:** During CDA meetings the Design-Builder, its design professionals and its Subcontractors shall discuss and coordinate the locations of utilities and building elements, problems of fit, trade interfaces, and constructability. As a minimum, CDA meetings will be biweekly prior to the CDA finish milestone. BGPAA may attend all CDA meetings. The Design-Builder shall prepare and distribute meeting minutes to document session resolution decisions or track issues requiring further rework of the drawings and re-coordination.
11. **Conflict Resolution Plan:** Design-Builder must provide leadership in the space allocation, and adjusting of previous designs in order to resolve BIM conflicts in an effective and timely manner while maintaining design quality, and maintenance space allocation. Specialty Subcontractors shall work with the Design-Builder's MEP Coordinator to identify alternate acceptable routes to resolve conflicts. The Design-Builder shall be present to provide leadership and assign responsibilities as required to find alternate routing methods for conflict resolution. Resolve Conflicts and Re-detail or re-model as required. Generate a conflict list that shall identify all systems that are in conflict with another building system. Revise discipline models as required to avoid a particular building systems that cannot be relocated. Revise the discipline models with the intent of eliminating the interference's and conflicts.

C. BUILDING INFORMATION MODEL (BIM):

Design-Builder's BIM MODEL shall include at a minimum the following:

1. Development and maintenance of a three-dimensional building information model of the Work that includes Design-Builder - developed, shop-drawing level information of the following building components and systems:
 - a. Underground, including utilities: piping, connections, vaults, manholes, tanks, valves, vents, and structural: shoring, shafts, tunnels, and impact zones.
 - b. Airfield civil including Aircraft aprons and taxilanes, underground hydrant fueling and other systems.
 - c. Building structure, including foundations, columns, beams, joists, purlins, floor and roof decking and fill, bracing, and load-bearing walls.
 - d. HVAC systems, including HVAC piping and pumps, air distribution ductwork, fans, air terminal units, tanks, grease, interceptors, air outlets and inlets; central cooling equipment compressors, chillers, condensers, and cooling towers; boilers, heat exchangers and packaged and/or custom air- handling units, tanks, grease interceptors, and thermal storage systems and supplementary structural support members, hangers, and seismic support.
 - e. Plumbing systems, including water distribution, storm drainage and sanitary sewerage waste and vent piping, water-heaters and plumbing fixtures systems and supplementary structural support members, hangers, and seismic support.
 - f. Fire suppression systems, including standpipes, sprinkler systems, fire pumps, and non-water-based fire-extinguishing systems and supplementary structural support members, hangers, and seismic support.
 - g. Electrical systems, including conduit 1-112 inches in diameter and larger, or bundled conduits, cable-tray, transformers, switchgear, panel boards, generators, lightning protection and lighting and supplementary structural support members, hangers, and seismic support.
 - h. Communication, security, access control, alarm monitoring (ACAMS), and wireless systems, including structured cabling, premise wiring distribution system, equipment room fittings, racks, frames and enclosures, data communications switches, hubs, and routers, common use systems, and paging systems and supplementary structural support members, hangers, and seismic support.
 - i. Conveying systems including elevators, escalators, and moving walks and equipment control cabinets, passenger boarding bridges and ramp service equipment.
 - j. Baggage handling systems including indication of clear right-of-way required around conveyors and catwalks, access ramps, no-fly access zones, supplementary structural support, and equipment Control cabinets.
 - k. Architectural building systems including interior and exterior walls, windows, curtain walls, ceilings, and roof.

2. **Coordination and Detailing Activity (CDA) and Collision Detection:** Based on information developed and included in the Design-Builder's three-dimensional BIM model, perform weekly collision/interference checking and develop reports for review and resolution by the integrated Design-Builder team, including the design team, Subcontractors, manufacturers and suppliers, prior to release of fabrication drawings. Ensure all drawings and backgrounds are coordinating at all levels of detail necessary for fabrication and field installation. Refer to the Coordination and Detailing Activity section in this PR for requirements.
3. **Schedule and Cost Visualization (4D and 5D):** Develop, update and maintain Schedule and Cost tracking information and all meta data required by BGPAA and described in this PR. Develop and maintain 4D and 5D BIM information with the expressed purpose of visually demonstrating and communicating proposed project construction schedule, phasing, and cost tracking to BGPAA and its consultants, the Design-Builder's design team, and Subcontractors and their Subcontractors and suppliers as applicable. The model shall include all major building systems and shall be constructed in such a fashion as to permit animation showing sequential construction of the project based on and driven by the approved construction schedule.
4. **Architectural Visualization:** Develop three dimensional renderings using the BIM model and enhance with rendering programs to clearly illustrate the architectural (aesthetic) design, as described in the Project Requirement – Scope of Work.
5. **Use of BIM for Facility Management and Maintenance:** Upon completion and commissioning of the Project, BGPAA's goal is to use the Design-Builder's Record Model prepared in BIM software for integration into its Building Management and Maintenance. During the preparation of Construction Documents, the Design-Builder shall meet with BGPAA's operations and maintenance staff and discuss specific requirements that shall be built into the BIM model. It is the intent that any implementation of additions to the BIM design model for Building Monitoring Management and Maintenance will be included as part of future task authorizations. Refer to Project Requirement for Project Closeout.

D. BIM EXECUTION PLAN (BXP):

1. The Design-Builder shall prepare a BIM Execution Plan (BXP) to include master information/data management and assignment of roles and responsibilities for model creation and data integration at project startup. The BXP shall be submitted no later than 30 days after the first NTP and shall address use of multiple software products, training of staff, collaboration and sharing of information models on a common review software platform for open communication and effectiveness of clash detection, and graphic presentations of multi-discipline integrated design. The plan shall highlight responsible individuals designated to manage discipline coordination, and attend regular coordination meetings. The plan shall include, or address the following:
 - a. List of specialty Subcontractors using digital fabrication.
 - b. Proposed BIM Software to be used by the Design-Builder and fabrication modelers.
 - c. Proposed specialty Subcontractor BIM workshops and training integrated into project schedule.
 - d. Proposed uses of digital fabrication.
 - e. Strategy to assure all trade information is modeled and coordinated.
 - f. Discipline coordination strategy for clash detection via the CDA process.
 - g. Development strategy from Design to Construction Model.
 - h. Constructability analysis with BIM.
 - i. Development of graphics showing installation methods for building equipment and systems.
 - j. Space allocation showing space clearance reservations for operations, repair, maintenance, and replacement.
 - k. Strategy for software compatibility, file formats, hosting, transfer, and access of data between disciplines.
 - l. Use of model server, extranet, access security, etc.
 - m. Use of 4D scheduling and construction sequencing technology, including submission and monthly update process.
 - n. Use of 5D cost loading technology, including submission and monthly update process.
 - o. Use of Commissioning and facilities management related technology.
 - p. List of final BIM deliverable for each respective discipline.
 - q. Updating as-built conditions in As-built/Record BIM.
2. **Model Management during Construction:** The BXP shall describe the process of developing the Record As-built Model from continuous updates of the Construction Model. All as-built information shall be reconciled and included in the record model. The Design-Builder shall continuously update the BIM model to include RFI's, Change Orders, Submittals, and all other changes affecting the project's design and construction. The Design-Builder shall demonstrate continuous updating of the model and submit status on a monthly basis. An updated model is a payment requirement as stated in the Special Conditions.

3. **As-built Construction Model Creation and Delivery:** The BIM model, as it is updated throughout the project duration, shall represent in electronic format the physical design and construction of the project throughout all trades. The Design-Builder shall provide the Record as-built model as required in the Project Requirements for Project Closeout.

E. BIM MODELING REQUIREMENTS

1. **Summary:** The Design-Builder shall develop and submit for approval a Federated Model (Fed Model) of the Project utilizing a Building Information Modeling (BIM) system as defined by this Section. The Design-Builder shall:
 - a. Manage communication and coordination between the Design-Builder's design professionals and Subcontractors to develop the Fed Model throughout the Work of the Project.
 - b. Submit a LOD 300 Fed Model to BGPAA for review and approval as part of the 60% Drawings submission.
 - c. Use the Fed Model to facilitate the construction methods and means.
 - d. Update the Fed Model progressively throughout the construction period to incorporate all construction actions so that the Fed Model shall be developed to LOD 400 construction level, including:
 - 1) Shop Drawings
 - 2) Approved Change Orders
 - 3) Fabrication, assembly and detailing
 - 4) Field Modifications
 - e. Submit the Model to BGPAA for review and approval at 90% and 100% completion of the Work of the Project.
 - f. Provide a final "as-built" LOD 500 Fed Model to BGPAA as part of the Project Close-Out phase.
2. **Definitions: (Refer to General Conditions for definitions)**

3. **Use of Federated Model and As-Built Model (Reconciled Design Model RDM)**

- a. The Design-Builder shall prepare and maintain the Federated Model and the Design Model throughout the duration of the Project. At the completion of the Work these models shall be turned over to BGPAA. BGPAA shall have exclusive rights to the models for their use: 1) as an as-built model for future modification to the constructed facilities and 2) as a source of data in operating and maintaining the facility. The Reconciled Design Model (s) (RMD), prepared by licensed design professionals, shall have the legal bearing of the Design Intent.
- b. **Basis of Information for Modeling:** The Construction Documents (drawings and specifications) shall be the basis of information for the Fed Model described herein. If any or all of the BGPAA'S own models are available for use by the Design-Builder in developing the Fed Model, such usage shall be for convenience only and shall not carry contractual implication.
- c. **Relation of BIM to other Contract Documents:** If the Design-Builder through developing and/or use of the BIM or Fed Model identifies any potential changes that the Design-Builder thinks should be reflected in changes to the Contract Documents, the Design-Builder shall produce the necessary changes via Change Order after notifying BGPAA of a potential Change Order(s).
- d. **Changes by Others:** All changes to the Fed Model, subsequent to completion of the Work, including additional modeling by others, shall be solely the responsibility of the entity providing the changes or additions.

4. **ASTM UNIFORMAT II Classification System:** Every Object in the Native Model shall have a classification code. The UNIFORMAT II system is a combination of letters, numbers and nomenclature, and is formatted as shown in the following example:

- a. Level 1; Major Group Elements: for example: B Shell.
- b. Level 2; Group Elements: for example: B20 Exterior Enclosure.
- c. Level 3; Individual Elements: for example: B2030 Exterior Door.

The Design-Builder shall include the appropriate UNIFORMAT II classification in the list of attributes that is assigned to the Objects.

5. **OmniClass Construction Classification**

- a. **General:** The OmniClass Construction Classification System (known as OmniClass or OCCS) is a classification system for the construction industry developed by the Construction Specification Institute (CSI). It builds upon MasterFormat for work results, UniFormat for elements and EPCI (Electronic product Information Cooperation) for structuring products. OmniClass is a reference library system that will serve as the foundation upon which information is transferred between the construction and operations phases.
- b. **OmniClass automatically assigned:** The Design-Builder shall include the appropriate OmniClass classification in the list of attributes that are automatically assigned to the Objects by the Model software.
- c. **Exception when OmniClass not automatically assigned:** The Design-Builder is not required to include the appropriate OmniClass classification in the list of attributes a discipline Native Model if that particular Native Model software does not automatically assigned the classification to its Objects. This exception applies only to the Native Model software that does not automatically assign the classification; for all other Native Models that do automatically assign the classification, it shall still be provided.

6. **Commissioning and COBIE Requirements**

- a. **General:** If commissioning activities and/or COBIE data is required by other sections of these specifications, the Design-Builder shall comply with the requirements of those sections in addition to the requirements of this section.
- b. **Commissioning requirements:** The scope of work related to Commissioning, if required, shall be provided in accordance with the Commissioning section. In addition, and in support of, the extent of Model and Object parametric data required by this section shall be provided as described herein with modifications as follows:
 - 1) The submittal of the Model data shall be as scheduled by the Commissioning requirements.
 - 2) The Model data shall be formatted as required by the COBIE Data Sets requirements.
 - 3) The submittal of the Model data shall be as scheduled by the COBIE requirements.

7. **Level of Development (LOD)**

The American Institute of Architects has developed a Level of Development (LOD) system which serves as the basis for this Project with Project-specific modifications as shown in the following requirements.

- a. **General:** Regardless of LOD, the model(s) shall be capable of being presented in three dimensions, and shall be an object-based parametric database system.
- b. **LOD 100:** This is the “programming” level. Buildings and/or structures shall be modeled as masses indicative of area, height, volume, spatial location, and orientation.
- c. **LOD 200:** This is the “planning” level. Buildings and/or structures including major architectural, structural, mechanical, electrical, and plumbing objects shall be modeled as generalized systems or assemblies with approximate quantities, approximate configuration, spatial location, and orientation. Each enclosed space shall be identified as a unique Room with associated parameters.
- d. **LOD 300:** This is the “design” level. Buildings and/or structures including all objects shall be modeled as specific systems or assemblies with accurate quantities, recognizable configuration, spatial location, and orientation. Each enclosed space shall be identified as a unique Room with associated parameters.
- e. **LOD 400:** This is the “construction” level. Buildings and/or structures including all objects shall be modeled as specific systems or assemblies with accurate quantities, recognizable configuration, spatial location, and orientation, with complete fabrication, assembly, and detailing information. Each enclosed space shall be identified as a unique Room with associated parameters.
- f. **LOD 500:** This is the “as-built” level. Buildings and/or structures including all objects shall be modeled as constructed systems or assemblies with accurate quantities, shape, spatial location, and orientation, with complete fabrication, assembly, and detailing information. Each enclosed space shall be identified as a unique Room with associated parameters.

8. **Native Model Software – Minimum Requirements**

- a. **General:** The Native Model(s) shall be developed to include parametric components of major building and site elements as defined in this Section. All discipline Native Models shall be linked to the Architectural Native Model.
- b. **Accuracy of the Models:** The Fed Model and each of its Native Models shall be developed to within a tolerance of 1/4” plus or minus.

- c. BIM application(s) and software(s) for the Fed Model shall:
- 1) Have maximum interoperability between systems models, and shall be fully compatible with the current version of Autodesk® Navisworks software.
 - 2) Be provided in a format that is compatible with a free software download for viewing the Design-Builder's models with the ability to save and track user annotations and notes.
 - 3) Contain reports/logs of:
 - a) Discrepancies and/or clarifications in the Construction Documents identified during the modeling process.
 - b) Conflicts between location and alignment of model elements with resolutions developed by the Design-Builder.
 - c) Quantities of modeled building element.
 - d) Schedule for each building element.
 - d. For any additional electronic model information that is not supported by the Revit or the primary software solution approved by BGPAA, and for constructing 4D models, the Design-Builder shall utilize Navisworks software (Manage, Review, Simulate and Freedom) to create and utilize .nwd files.
 - e. The Design-Builder shall use the latest version of Native Model software listed in the matrix below:

Acceptable Native Model Software Matrix		
Discipline	Native Model Software	Comments
Architectural	Revit Architecture	
Fixtures, and Equipment	Revit Architecture	Applies to stationary items only
Structural	Revit Structure	
HVAC	Revit MEP AutoCAD MEP CAD-Duct	
Plumbing	Revit MEP AutoCAD MEP CAD-Pipe	
Fire Protection	AutoSPRINK v 7	
Electrical	Revit MEP AutoCAD MEP	
Security Electronics	Revit MEP AutoCAD MEP	
Civil	AutoCAD Civil 3D	
Hardscape	Revit Architecture	

9. **Object Identification**

- a. **General:** Every Object in the Model shall have a Unique Identification (UID) parameter and a Common Name parameter attached to it in the Native Model.
- b. **Unique Identification:** The UID shall be readable by the user of the Native Model software without additional software applications. The UID may be in the form of alpha, numeric, or alpha-numeric.
 - 1) If the UID form is alpha-numeric, it shall be a consistent string format for all Objects, within its discipline, and shall be readable by any commonly available database. The UID is an “Instance” parameter.
 - 2) If the Native Model software is not a full object-based, parametric, database platform, such as some of the older 3D CAD programs, the UID shall be attached to the Object manually, if necessary, so that it can be read by the user without additional software applications.
- c. **Common Name:** In addition to the UID, each Object shall have a Common Name parameter attached to it in the Native Model. The Common Name shall be approved by BGPAA prior to modeling. Examples of a Common Name include such as: door, window, toilet, VAV Box, etc. Typically the Common Name will be generated automatically by the software, but if not, it shall be input manually in the Native Model. The Common Name is an Object “Type” parameter.

10. **Object Parametric Attributes – Minimum Requirements**

The following attributes shall be attached to each Object. Note: If a required attribute is not automatically generated by Native Model software, it shall be manually input in the Native Model, or provided in an Excel or Access document that includes the UID.

- a. Unique Identification (Instance parameter).
- b. Common Name (Type parameter).
- c. Unifomat II Classification Code Levels 1, 2, and 3 (Type parameter).
- d. Omni Code Classification (Type parameter).
- e. Native Model Assembly Code (Type parameter).
- f. Manufacturer (where applicable) (Instance parameter).
- g. Model Number (where applicable) (Instance parameter).

11. **Object Association**

- a. Every Object in the Model shall be associated with either a Room or a Floor and shall have an association “Instance” parameter attached to it in the Native Model.
- b. **Room association:** Any Object that will be visible in a Room of the completed facility shall be associated with that specific Room. This includes all Objects regardless of responsible discipline; examples include without limitation: electrical switches and outlets, electrical switch gear and panel boards, plumbing equipment and fixtures, access panels to concealed Objects, cabinets, doors and frames, wainscot, light fixtures, HVAC supply and return grilles, fire sprinkler heads and valves, etc.
- c. **Floor association:** Any Object that will be concealed in a wall or interstitial space (but would be visible if the finish surface or item was non-existent) shall be associated with the specific Floor level that it is within. This includes all Objects regardless of responsible discipline; examples include without limitation: electrical conduit, plumbing piping and valves, HVAC supply and return ducts, HVAC equipment, fire sprinkler lines and valves, etc.
- d. **Objects extending beyond Room boundaries:** Floors, walls, and/or ceilings are sometimes modeled as objects that extend beyond individual Room boundaries. Where this occurs, the architectural discipline Native Model shall be modeled as follows:
 - 1) Floors: Structural floor Objects may extend beyond Room boundaries, however, finish flooring such as carpet, resilient flooring, etc., shall be modeled as Objects, with extents contained within the Room boundaries, and with appropriate Room association.
 - 2) Walls: Structural wall and non-structural partition Objects may extend beyond Room limits, however, the surface material such as gypsum wallboard, wall covering, etc., shall be modeled as Objects, or scheduled in the Room Finish Schedule, with extents contained within the Room boundaries, and with appropriate Room association.
 - 3) Ceilings: Structural ceiling Objects may extend beyond Room limits, however, finish surface material such as gypsum wallboard, acoustical ceiling tiles, etc., shall be modeled as Objects, with extents contained within the Room boundaries, and with appropriate Room association.

12. **Building Information Modeling System Discipline Models**

- a. **Civil Systems:** The Civil Systems Model shall be a sub-system model linked to the Architectural System Model. The Civil Systems Model shall serve as the basis for project shared coordinates through which the position of building elements on the site will be coordinated. Where applicable, provide model Objects of:
 - 1) Topography:
 - a) Existing natural and/or graded contours.
 - b) New grades and finish contours.
 - 2) Planting:
 - a) Existing major landscaped areas.
 - b) Existing trees to remain.
 - c) New landscaped areas.
 - d) New trees.
 - e) Irrigation lines over 2" diameter.
 - 3) Surface Improvements:
 - a) Pavements (aprons, taxilane, taxiways).
 - b) Curbs and gutters.
 - c) Retaining walls.
 - d) Exterior non-building structures such as tanks, shade structures etc.
 - 4) Existing Structures:
 - a) All buildings within the project area intended to remain
 - b) Buildings intended to be demolished.
 - c) All existing structures may be modeled exterior surface only.
 - d) Interior elements are not required.
 - 5) Storm Water and Sanitary Sewers:
 - a) Existing lines (over 3" diameter), boxes and structures within project area,
 - b) All new lines, boxes and structures.
 - c) Existing public lines, boxes and structures beyond the project area but serving as points of connection for the project.

- 6) Utilities:
 - a) Existing domestic and fire water main and branch lines (2" and larger diameter) within project area.
 - b) All new domestic and fire water lines.
 - c) Existing electrical overhead and underground lines within project area, all new electrical lines outside buildings.
 - d) Existing telephone and data lines within project area.
 - e) All new telephone and data lines outside buildings.
 - f) Existing gas lines within project area.
 - g) All new gas lines outside buildings.
- 7) Other requirements:
 - a) Quantities: data to reflect accurate quantities of the above elements.
 - b) Schedules: data for installation of the above elements.
- b. Architectural Systems: The Architectural Systems Model shall be the primary model to which others are linked. Provide model Objects of:
 - 1) Spaces:
 - a) Net square footage of all occupied spaces.
 - b) Gross constructed floor area.
 - c) Room names and numbers.
 - d) Floor, base, wall, and ceiling finishes. NOTE: Model room names and numbers shall match BGPAA's Architectural Program space names and numbers.
 - 2) Exterior Walls and Curtain Walls:
 - a) Type and composition.
 - b) Height, length, and width.
 - c) Thermal, acoustic, fire, and security ratings.
 - 3) Partitions:
 - a) Type and composition.
 - b) Height, length, and width.
 - c) Thermal, acoustic, fire, and security ratings.
 - 4) Floors:
 - a) Type and material.
 - b) Thickness.
 - c) Finishes with manufacturer's name and product numbers. Link floor structure to the Structural Systems Model.

- 5) Ceilings:
 - a) Type and composition.
 - b) Height, length, and width.
 - c) Thermal, acoustic, fire, and security ratings.
- 6) Roof Coverings and Openings:
 - a) Configuration.
 - b) Drainage system.
 - c) Penetrations for modeled building components.
- 7) Exterior Doors, Windows, and Louvers:
 - a) Type and material.
 - b) Height, width, and thickness.
 - c) Thermal, acoustic, fire, and security rating.
 - d) Location.
 - e) Hardware elements or group.
- 8) Interior Doors, Windows, and Louvers:
 - a) Type and material.
 - b) Height, width, and thickness.
 - c) Thermal, acoustic, fire, and security rating.
 - d) Location.
 - e) Hardware elements or group.
- 9) Stairs and Ramps:
 - a) Stairs and railings.
 - b) Ramps and railings.
 - c) Handrails and guardrails.
- 10) Elevators and Escalators:
 - a) Elevator cabs and doors.
 - b) Elevator hoist-way doors and trim.
 - c) Elevator machinery and equipment.
 - d) Escalator belts and railings.
 - e) Escalator machinery and equipment.
- 11) Casework and Counters:
 - a) Type and material.
 - b) Height, width, and depth.
 - c) Location.
 - d) Hardware.

- 12) Plumbing Fixtures
 - a) Type and material.
 - b) Location.
Trim.
 - c) Finishes: Link fixtures and trim to the Mechanical Systems Model.
- 13) HVAC Grills and Registers:
 - a) Type and material.
 - b) Location.
 - c) Trim.
 - d) Finishes: Link fixtures and trim to the Mechanical Systems Model.
- 14) Electrical Fixtures and Equipment:
 - a) Type and material.
 - b) Bulb type and wattage.
 - c) Location.
 - d) Trim.
 - e) Finishes: Link fixtures and trim to the Electrical Systems Model.
- 15) Miscellaneous Fittings:
 - a) Toilet partitions.
 - b) Toilet room accessories.
 - c) Grab bars.
 - d) Personal storage lockers.
 - e) Display cases.
 - f) Other surface applied quasi-permanent items such as mirrors etc.
- 16) Other requirements:
 - a) Quantities: data to reflect accurate quantities of the above elements.
 - b) Schedules: data for installation of the above elements.
- c. Structural Systems: The Structural Systems Model shall be a sub-system model linked to the Architectural System Model. Provide model Objects of:
 - 1) Foundations and footings:
 - a) Type and configuration.
 - b) Depth, length, and width.
 - 2) Slab(s) on-grade:
 - a) Type and configuration.
 - b) Under-slab base and waterproofing.
 - c) Recesses, curbs, pads, closure pours.
 - d) Major penetrations.

- 3) Basement Walls:
 - a) Type and composition.
 - b) Height, length, and width.
 - c) Thermal, acoustic, fire, and security ratings.
- 4) Elevated Floors:
 - a) Columns and beams.
 - b) Primary and secondary framing members.
 - c) Bracing.
 - d) Connections.
 - e) Framed, composite, and/or slab decks.
- 5) Roofs:
 - a) Columns and beams.
 - b) Primary and secondary framing members.
 - c) Bracing.
 - d) Connections.
 - e) Framed, composite, and/or slab decks.
- 6) Joints:
 - a) Expansion and/or contraction.
 - b) Seismic.
- 7) Stairs and Ramps:
 - a) Openings and framing.
 - b) Railing supports.
- 8) Shafts and Pits:
 - a) Openings and framing
 - b) Railing supports.
- 9) Other requirements:
 - a) Quantities: include data to reflect accurate quantities of the above elements.
 - b) Schedules: data for installation of the above elements.
 - c) Fireproofing: Fireproofing is not to be included in the BIM but clash detection studies shall include definition of tolerances for conflict detection.
 - d) Color Code: color code structural steel from other elements.

- d. Mechanical: The Mechanical Systems Model shall be a sub-system model linked to the Architectural System Model. Provide model Objects of:
- 1) Heating, Ventilating, and Air Conditioning:
 - a) All heating, ventilating, air-conditioning, exhaust fans, and specialty equipment.
 - b) Air supply, return, ventilation and exhaust ducts, including space- consuming elbows and transitions.
 - c) Fire dampers with ratings.
 - d) Mechanical piping.
 - e) Registers, diffusers, grills and hydronic baseboards. Coordinate and link fixtures and trim to the Architectural Systems Model.
 - 2) Plumbing:
 - a) All domestic plumbing piping and fixtures.
 - b) Floor and area drains.
 - c) Valves (regardless of pipe size).
 - d) Related equipment.
 - e) Piping larger than 1.5" diameter shall be modeled.
 - 3) Roof Drainage:
 - a) All piping and fixtures, and 2) related equipment.
 - b) Piping larger than 1.5" diameter shall be modeled.
 - 4) Other requirements:
 - a) Quantities: data to reflect accurate quantities of the above elements.
 - b) Schedules: schedule data for installation of the above elements.
 - c) Equipment Clearances: Clearances for major equipment and all M/E/P Equipment and Architecturally Significant Specialty Equipment, as model objects for conflict detection and maintenance access requirements.
 - d) Color Code: separate color code for each type element.

- e. Electrical and Low Voltage: The Electrical and Low Voltage Systems Model shall be a sub-system model linked to the Architectural System Model. Provide model Objects of:
- 1) Interior Electrical Power and Lighting:
 - a) All interior electrical components.
 - b) Lighting, receptacles, special and general purpose power receptacles.
 - c) Lighting fixtures.
 - d) Panel-boards and control systems.
 - e) Conduit and cable trays.
 - (i) Individual conduit larger than 1.5" diameter shall be modeled.
 - (ii) Groups or clusters runs, and cable trays of conduit of all sizes shall be modeled.
 - 2) Exterior Building Lighting:
 - a) All exterior electrical components.
 - b) Lighting, receptacles, special and general purpose power receptacles.
 - c) Lighting fixtures.
 - d) Panel-boards and control systems, and transformers.
 - e) Utility connection and equipment.
 - (i) Individual conduit larger than 1.5" diameter shall be modeled.
 - (ii) Grouped or clustered runs of conduit of all sizes shall be modeled.
 - 3) Telephone, Data, Television, and Other Low Voltage:
 - a) All interior low voltage components.
 - b) Outlets, receptacles, special and controls.
 - c) Fixtures.
 - d) Panel-boards, equipment racks, and control systems.
 - e) Conduit and cable trays.
 - (i) Individual conduit larger than 1.5" diameter shall be modeled.
 - (ii) Groups or clusters runs of conduit of all sizes shall be modeled.
 - 4) Other requirements:
 - a) Quantities: data to reflect accurate quantities of the above elements.
 - b) Schedules: schedule data for installation of the above elements.
 - c) Equipment Clearances: Clearances for major as model objects for conflict detection and maintenance access requirements.
 - d) Color Code: separate color code for each type element.

- f. Fire Suppression: The Fire Suppression Systems Model shall be a sub-system model linked to the Architectural System Model. Provide model Objects of:
- 1) Fire Suppression System:
 - a) Valves and risers.
 - b) All main, branch, and drains lines.
 - c) Sprinkler heads, and fittings.
 - d) Pumps.
 - 2) Fire Alarms:
 - a) Alarm and notification devices.
 - b) Detection systems.
 - 3) Other requirements:
 - a) Quantities: data to reflect accurate quantities of the above elements.
 - b) Schedules: schedule data for installation of the above elements.
 - c) Equipment Clearances: Clearances for major equipment as model objects for conflict detection and maintenance access requirements.
 - d) Color Code: separate color code for each type element.
- g. Specialty Equipment: The Specialty Equipment Model shall be a sub-system model linked to the Architectural System Model. Specialty Equipment includes without limitation such specialties as: service equipment and systems, concessions / food service equipment and systems, security equipment and systems, conveyance equipment and systems, manufacturing equipment and systems, etc. Provide model Objects of:
- 1) Specialty Equipment:
 - a) Equipment.
 - b) Related mechanical, plumbing, and electrical requirements.
 - 2) Quantities: data to reflect accurate quantities of the above elements.
 - 3) Schedules: schedule data for installation of the above elements.
 - 4) Equipment Clearances: equipment clearances as model objects for conflict detection and maintenance access requirements.

13. **Cost and Schedule Information**

Fed model with 4D and 5D Data shall be submitted with the Phase 2 preliminary and baseline schedule submittals and updated monthly thereafter. Continuously update cost and schedule information in the BIM model so that information provided monthly in the payment application and schedule update is reflective of the project's progress as stated in the monthly submissions. Refer to the General Conditions for cost and schedule requirements.

a. Schedule Data (4D):

- 1) Provide construction activity sequences, including rough-in, finish, and phasing schedules for major elements of all models.
- 2) Breakdown the schedule of elements by individual Subcontractors.
- 3) Link the activity sequence to the Schedule of Values.

b. Cost Data (5D):

- 1) Provide quantity-based, installed cost breakdown of labor and material for major elements of all models.
- 2) Provide a complete Schedules of Values based on the models.
- 3) Link data to the Project Cost Database in Microsoft Excel format.

14. Development and Submittal of the Models:

- a. BIM Submittal Execution: The Design-Builder shall develop the Fed Model and its discipline systems Native Models in compliance with the Contract Documents and the following:
 - 1) Develop and submit all of the discipline systems Native Models concurrently. Note: if any of the discipline systems Native Models qualify as deferred approvals, they may be submitted separately.
 - 2) Submit the Fed Model with 300 LOD at 60% completion of the Work of the Project for BGPAA's review and coordination.
 - 3) Submit updated Fed Model and all linked Native Models at any time when the Design-Builder requests changes and/or clarifications.
 - a) Submit fully completed Fed Model and its systems models, prior to construction.
 - b) Submit updated discipline systems Native Models complying with final approved shop drawing submittals.
 - c) Submit the "as-built" Fed Model and its discipline systems Native Models as part of the close-out process.
- b. Updating Models during Construction: The BIM Model shall be routinely updated/revised to keep it current with construction activity as follows:
 - 1) Updating: issue the Fed Model and its discipline systems Native Models one week before each regularly scheduled BGPAA, Design Professional and Design-Builder meeting or quarterly whichever is more frequent.
 - 2) Revising: issue the revised Fed Model and/or its discipline systems Native Models immediately after each meeting or other activity where revisions have been made. Include a report that indicates every change.
 - 3) Submit the updates and revisions to BGPAA.
- c. Closeout Requirements:
Refer to the "Project Closeout" PR for Requirements.

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PROJECT REQUIREMENT

PR-21 – PROJECT MANAGEMENT, COORDINATION & MEETINGS

A. SUMMARY

1. This PR includes administrative provisions for coordinating design and construction operations on Projects including the following:
 - a. Project management & coordination.
 - b. Project meetings.
 - c. Partnering.

B. PROJECT MANAGEMENT & COORDINATION

1. **Coordination Responsibilities:** The Design-BUILDER shall coordinate all design and construction operations included in the Contract to ensure efficient and orderly development and installation of each part of the Work. The Design-BUILDER shall also coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation. The Design-BUILDER's coordination responsibilities include:
 - a. Scheduling and managing of design activities to ensure that the design milestones are met by the Design-BUILDER's design team.
 - b. Preparing and issuing trade bids to obtain early design assist input from Subcontractors when applicable.
 - c. Scheduling and managing the coordination requirements included in different sections.
 - d. Scheduling and managing the documentation and permitting process with various Regulatory Agencies.
 - e. Scheduling and managing all pre-construction activities.
 - f. Scheduling and managing the submittal process.
 - g. Preparing and managing the Safety Plan.
 - h. Scheduling construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - i. Coordinating the installation of all components to ensure maximum performance and allow access for required maintenance, service, and repair, including mechanical and electrical.
 - j. Making adequate provisions to accommodate items scheduled for later installation.
 - k. Resolving actual or potential conflicts between Subcontractors concerning coordination, interference, and sequencing.
 - l. Ensuring that anchorage, blocking, joining, and other detailing are provided.
 - m. Coordinating the documentation requirements with the Code and Permit Requirements.

- n. Implementation of all systems integration and commissioning for compliance with contractual and permitting requirements.
 - o. The Design-Builder shall not delegate responsibility for project coordination to any Subcontractor.
2. **Documentation of Special Procedures:** The Design-Builder shall prepare notification for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- a. Prepare similar notification for BGPAA and separate Contractors if coordination of their Work is required.
 - b. **Administrative Procedures:** The Design-Builder shall coordinate the scheduling and timing of required administrative procedures with the development of the construction documents and other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include the following:
 - 1) Preparation of Design-Builder's Contract Schedule.
 - 2) Preparation of the Cost Breakdown.
 - 3) Installation and removal of temporary facilities and controls.
 - 4) Development of the construction documents.
 - 5) Development of the BIM Coordination Drawings.
 - 6) Construction of mockups.
 - 7) Delivery and processing of submittals.
 - 8) Interface with Regulatory Agencies regarding items that require review and approval.
 - 9) Progress meetings.
 - 10) Preinstallation conferences.
 - 11) Startup and adjustment of systems.
 - 12) Commissioning plan and commissioning schedule, if applicable.
 - 13) Project closeout activities.
3. **Coordination with BGPAA:**
- a. The Design-Builder shall notify BGPAA in writing a minimum of 30 days in advance of any activity that will be outside the contract limits or that would interfere with BGPAA's daily operation. Utility interruptions (shutdowns or connections) require at a minimum 30 days advance written notice unless longer durations have been indicated in the Project Requirements.
 - b. Observation of Work by BGPAA shall not be interpreted as relieving the Design-Builder from responsibility for coordination, superintendence, scheduling, and direction of the Work.
 - c. Coordinate with BGPAA to assure that Work on the project site, access to and from the project site, and the general conduct of operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing facilities and property is minimized.

4. **Conservation:** Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - a. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to the Contract Documents for disposition of salvaged materials that are designated as BGPAA's property.
5. **Project Procedures Manual:**
 - a. **Preparation:** The Design-Builder shall develop a manual of the project-specific procedures that will be implemented by the Design-Builder to manage and control the Work. At a minimum the contents of the manual contents will include the following sections:
 - 1) Project directory.
 - 2) Project organization chart.
 - 3) Mobilization and demobilization plan.
 - 4) Project management and administration.
 - a) Schedule management.
 - b) Management reporting.
 - c) Pay request preparation and submittal.
 - d) Recordkeeping and document control.
 - e) Change management
 - 5) Coordination of RFIs and Submittals.
 - 6) Project logistics management.
 - 7) Project site security.
 - 8) Project health and safety.
 - 9) Emergency response procedures.
 - 10) Attachment of all other Plans required by the Contract Documents and the Scope of Work and other Project Requirements, including: Design Workplan, Risk Management Plan, BIM Execution Plan, Design and Construction QC plans, Commissioning plan and Closeout plan.
 - b. The manual table of contents will be developed and submitted to BGPAA for review and approval according to the following schedule
 - 1) Table of contents: 10 days after the date of the Phase 1 Notice to Proceed.
 - 2) Draft manual: 30 days after the date of the Phase 1 Notice to Proceed.
 - 3) Final manual: part of the 60% GMP Submittal.
 - c. BGPAA shall have 7 days to review the manual table of contents and 14 days to review the draft manual.
 - d. The Design-Builder will not be allowed to begin work at the project site until BGPAA approves the Project Procedures Manual.

6. **Project Reports**

a. **Daily Construction Reports**

- 1) Prepare and submit daily, Daily Construction Reports which record at a minimum, the following information describing the daily events, incidents, accomplishments and general progress as well as the environmental conditions:
 - a) The list of all Subcontractors at the Project site.
 - b) The list of other separate Subcontractors at the project site.
 - c) The number of Design-Builder's workers at the project site.
 - d) The number of Subcontractors' workers at the project site.
 - e) The total number of all workers at the project site.
 - f) The Subcontractor equipment at the project site by Subcontractor.
 - g) Material and deliveries by material and delivery firm.
 - h) Accurately recorded high and low temperatures, and general weather conditions at the site, including the presence and quantity of rain, sleet, or snow, wind direction and speed, and the relative humidity.
 - i) Accidents.
 - j) Meetings and significant decisions.
 - k) Unusual events

b. **Material Location Reports**

At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. For material stored off-site provide address where fabricated equipment and material is stored.

c. **Field Condition Reports**

Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report in accordance with the General Conditions.

7. **Project Meetings**

- a. The person designated to make decisions binding to and on behalf of the Design-Builder, defined as the Design-Builder's Project Manager, shall attend all of the meetings described below. Meetings in addition to those described below may be required for special purposes as determined by BGPAA, the General and Special Conditions, the Scope of Work, and other Project Requirements. Refer to the Project Requirement for Scope of Work for post-award Kick-off Meeting requirements.
 - 1) Scheduling Conference
 - a) A scheduling conference is required in both phase 1 and phase 2 of the Project. Refer to Special Conditions for requirements.
 - b) Attendees: BGPAA's Project Staff, the Design-Builder and its Project Manager, Superintendent, major Subcontractors, Architect and major Consultants, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
 - c) Agenda
 - (i) Review the methods and procedures related to the Preliminary Contract Schedule and Design-Builder's Contract Schedule as well as overall project progress, including the following:
 - (ii) Introduction of the Design-Builder's Scheduling team's qualified personnel that will develop and update the project schedule, including the required BIM 4D and 5D components.
 - (iii) Content, format, and submittal requirements for schedules and reports.
 - (iv) Schedule for other Concurrent work under BGPAA's separate contracts and coordination with other work and personnel.
 - (v) Review time required for submittals and resubmittals.
 - (vi) Review time required for RFIs, Change Orders, Regulatory Agencies Reviews and Approvals, and project logistics.
 - (vii) Requirements for tests and inspections by independent testing and inspecting agencies.
 - (viii) Time required for completion and startup procedures.
 - (ix) List of Contract activities to be included in schedule.
 - (x) Procedures for updating schedule.
 - (xi) Software limitations, if any.
 - d) Minutes: The Design-Builder will record and distribute meeting minutes.

2) Design Progress Meeting

- a) BGPAA will schedule regular Design Progress Meetings to determine the progress of the development of the Design portion of the Work prior to allowing any construction to commence. These meetings will start within two weeks from the date of the Phase 1 Notice to Proceed after the project is awarded to the Design-Builder and will occur as noted below:
 - (i) Phase 1 Design to Budget Period: Once a week minimum and as required to accomplish this Design to Budget task.
 - (ii) Phase 1 after Design to Budget: Weekly.
 - (iii) Phase 2: Biweekly until submittal completion then as needed and determined by BGPAA.
- b) Attendees: Design Progress Meetings shall be attended by:
 - (i) BGPAA and BGPAA's Consultants.
 - (ii) The Design-Builder's Design Manager and Design-Builder's Project Manager, Design Lead, Lead Engineers, Architect's Project Manager and Project Architect, Superintendent, field engineer(s).
 - (iii) Major Subcontractors as they come on board.
 - (iv) Others as directed by BGPAA.
- c) Agenda: The Design-Builder shall be responsible for developing the meeting agendas. The purpose of the meetings is to discuss significant items that could affect the completion of the Construction Drawings and Specifications and have a major impact of the quality, cost and overall schedule for the Work. The agenda shall be submitted to BGPAA a minimum of 48 hours prior to the meeting.
- d) Minutes: The Design-Builder will record and distribute meeting minutes.

3) Preconstruction Conference

- a) BGPAA will schedule a preconstruction conference and organizational meeting, following the scheduling conference and before start of construction, either at the Project site or another convenient location.
- b) Attendees: BGPAA's Project Staff, the Design-Builder and its Project Manager, Superintendent, major Subcontractors, Architect and major Consultants, and other concerned parties shall each be represented at the conference by persons familiar with and, authorized to conclude matters relating to the Work.
- c) Agenda: The purpose of the meeting shall be to discuss items of significance that could affect progress, including the following:

Procedures to be followed during performance of the Work:

- (i) Tentative contract schedule.
 - (ii) Phasing.
 - (iii) Critical work sequencing and long-lead items.
 - (iv) Introduction/designation of key personnel and their duties.
 - (v) Procedures for processing Task Orders and Change Orders.
 - (vi) Procedures for Requests for Information (RFIs).
 - (vii) Procedures for testing and inspecting.
 - (viii) Procedures for processing Applications for Payment.
 - (ix) Distribution of the Contract Documents.
 - (x) Submittal procedures.
 - (xi) Preparation of Record Documents.
 - (xii) Use of the premises and if applicable, existing building(s).
 - (xiii) Work restrictions.
 - (xiv) BGPAA occupancy requirements.
 - (xv) Responsibility for temporary facilities and controls.
 - (xvi) Construction waste management.
 - (xvii) Parking availability.
 - (xviii) Office, work, and storage areas.
 - (xix) Equipment deliveries and priorities.
 - (xx) First aid.
 - (xxi) Security.
 - (xxii) Progress cleaning.
 - (xxiii) Working hours.
- d) Minutes: The Design-Builder will record and distribute meeting minutes.
 - e) More than a single session may be required to cover all topics of the preconstruction conference.

4) Project Coordination and Logistics Meeting

- a) Schedule and administer weekly support, coordination and logistics meetings among stakeholders affected by the Work. Stakeholders include the Design-Builder and all applicable Subcontractors, BGPAA's Project Staff and when applicable representatives of entities or Regulatory Agencies affected by or having jurisdiction over the work. Plan ahead for work that require approvals and other logistical considerations to allow for a reasonable review and preparation time. Allow for approval time by Regulatory Agencies when applicable Refer to the Contract Documents Project Requirements for specific requirements on utility work and shutdowns, navigation and traffic impact plans, and other logistical and environmental mitigation or special construction work. Incorporate all logistical and coordination topics into the project schedule to allow for at least twenty one (21) days' notice before implementation of a plan affecting normal operations of the premises, unless more time is indicated in the Contract Documents, Applications for Area Shutdown Request are required to be submitted by the Design-Builder at least 30 days prior to the proposed shutdown time, for all BGPAA roadways and facilities. Design-Builder to plan coordination and support discussions accordingly so as not to interfere with the project's schedule.
- b) Agenda to include safety, plans for forthcoming ASR work, review of current ASR work as well as look-ahead scheduling for all project work. Provide appropriate narratives, schedules, documentation and graphics to adequately describe planned work and to meet requirements of ASR applications.
- c) Plans for impacts to vehicular traffic must be prepared by professionals in traffic management. The plans must meet project design drawing standards and are required to support ASR applications.
- d) Publish minutes of the meetings. Minutes to include: topics discussed, alternatives considered, reasons that given alternatives were either discarded or adopted, attendees and copies as appropriate of documents distributed. Publish minutes within two work days of the meeting to all attendees and to other appropriate parties as identified.

5) Weekly Progress Meetings

- a) BGPAA will schedule and administer weekly progress meetings. Progress meetings shall be at the job Site in office space provided by the Design-Builder. Minutes of each meeting will be distributed to those in attendance by the Design-Builder.
- b) Attendees: In addition to BGPAA's Project Staff, the Design-Builder 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.
- c) 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:
 - (i) Design-Builder's Four-Week Look-Ahead Construction Schedule and Overall Construction Schedule status
 - (ii) 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.
 - n. Status of Submittals and RFI's.
 - o. Deliveries.
 - p. Status of Off-Site Fabrications.
- d) Project Costs: Budget, commitment and progress payments.
- e) Project Record File additions (Change Orders, meeting minutes, etc.)
- f) Payment Requests.
- g) Project Risks
 - (i) Unforeseen Conditions and potential impacts and mitigation measures.
 - (ii) Major Coordination or Construction Challenges that affect project's budget, schedule, or its environment (logistics, sequencing, traffic).
- h) Minutes: The Design-Builder will record and distribute meeting minutes

6) Pre-Installation Conferences

- a) Conduct pre-installation conference at Project Site before each construction activity that requires coordination with other construction such as Tenant Improvements by Airlines or Concessionaires.
- b) 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 BGPAA of scheduled meeting dates.
- c) Review progress of other construction activities and preparations for particular activity under consideration at each pre-installation conference, including requirements for following, as applicable:
 - (i) Contract Documents.
 - (ii) Installation Options.
 - (iii) Related Change Orders.
 - (iv) Purchases.
 - (v) Deliveries.
 - (vi) Shop Drawings, Product Data, and quality-control samples.
 - (vii) Review of mockups.
 - (viii) Possible conflicts.
 - (ix) Compatibility problems.
 - (x) Time schedules.
 - (xi) Weather limitations.
 - (xii) Manufacturer's recommendations.
 - (xiii) Warranty requirements.
 - (xiv) Compatibility of materials.
 - (xv) Acceptability of substrates.
 - (xvi) Temporary facilities.
 - (xvii) Space and access limitations.
 - (xviii) Governing regulations.
 - (xix) Safety.
 - (xx) Inspecting and testing requirements.
 - (xxi) Required performance results.
 - (xxii) Recording requirements.
 - (xxiii) Protection.
- d) Minutes of meeting will be distributed by the Design-Builder to those in attendance and other interested parties.
- e) 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.

- 7) Monthly Schedule Update Review
- a) In addition to the requirements of the General Conditions, BGPAA will conduct schedule update meetings at monthly intervals.
 - b) Attendees: Contactor's senior construction scheduler, project manager, general superintendent, and BGPAA's Project Staff.
 - c) Purpose: Review progress since the last work session. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Design-Builder's construction schedule. Determine how construction 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.
 - d) Agenda: The intent of the meeting is to discuss any proposed schedule revisions including the following:
 - (i) Revisions of any assumed activity durations including those due to inclement weather or regulatory agency review delays.
 - (ii) Proposed Change Orders issued during the update period including any time impacts.
 - (iii) The resolution of conflicts between actual Work progress and schedule logic when out-of-sequence activities develop due to actual construction progress. Design-Builder shall submit revisions to schedule logic to conform to current job status and directions, without changing original activity identification.
 - (iv) An analysis of any problem areas, current and anticipated delaying factors and their impacts, and explanations of corrective action taken and any proposed revisions for a Recovery Plan.
 - e) Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - f) Schedule Updating: Revise Design-Builder's construction schedule after each scheduling meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting. Upon acceptance by BGPAA, schedule revisions submitted by the Design-Builder shall be incorporated into the Contract Schedule in the next monthly update.

8) Safety Meetings

Within thirty (30) days after the Phase 2 NTP but prior to commencement of field work activities, arrange a Safety Meeting with the BGPAA Program Safety Manager to review BGPAA Project Requirement for Safety.

9) Pre-Demolition Meetings

Schedule and administer meetings among stakeholders affected by the Work prior to any demolition activities. Demolition work shall not start unless authorized by BGPAA. Comply with the requirements of the "Project Coordination and Logistics meetings" earlier in this section.

10) Project Closeout Conference

- a) BGPAA will schedule and conduct a Project closeout conference, at a time convenient to BGPAA, but no later than 90 days prior to the scheduled date of Substantial Completion. Please refer to the Project Requirement on Project Closeout for greater policy and procedure detail. Conduct the conference to review requirements and responsibilities related to Project closeout.
- b) Attendees: BGPAA's Project Staff; Design-Builder including QC Manager, Senior Superintendent and Construction Manager, the Design-Builder's Design Professionals and major consultants, major Subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
- c) Agenda: Discuss items of significance that could affect or delay Project closeout including, as applicable, the following:
 - (i) Preparation of record documents.
 - (ii) Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - (iii) Submittal of written warranties.
 - (iv) Requirements for preparing sustainable design documentation.
 - (v) Requirements for preparing operations and maintenance data.
 - (vi) Requirements for demonstration and training.
 - (vii) Preparation of Design-Builder's punch list.
 - (viii) Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - (ix) Submittal procedures.
 - (x) BGPAA's partial occupancy requirements.
 - (xi) Installation of BGPAA's furniture, fixtures, and equipment.
 - (xii) Responsibility for removing temporary facilities and controls.
- d) Minutes: Entity conducting meeting will record and distribute meeting minutes.

11) Bi-weekly Project Update Meeting (every other week)

Following the Kickoff meetings, the Design-Builder shall organize and lead a Bi-weekly (every other week) Project Update Meeting throughout the duration of the Contract. The Bi-weekly Project Update Meeting shall be attended by the Design-Builder's key personnel and BGPAA. BGPAA reserves the right to cancel and request a rescheduling of this meeting. In addition to providing a project update to BGPAA, addressing both design and construction, and other risks and elements affecting the Project, the Design-Builder shall use this meeting to present the following project update documents to BGPAA: Updated Design-Builder's Risk Management Plan, Updated Permitting plan, Updated Cost Estimates, Updated CPM Schedule. The Design Builder shall submit the aforementioned project update documents to BGPAA at least one week prior to the bi-weekly Project Update Meeting. Refer to the Scope of Work Project Requirement for additional requirements.

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**PROJECT REQUIREMENT
PR-22 – COLLABORATION****A. GENERAL**

It is BGPAA's intention to use a formal collaboration process on this project. The Design-Builder, its key Subcontractors, designers and material suppliers, to the extent they are known, will be requested to attend a collaboration workshop prior to the commencement of work on the project, and follow up review sessions. In these workshops, mechanisms will be developed to achieve extraordinary project success, mitigate and prevent disputes, and help create a "world class" team environment. Collaboration is intended to establish an environment of cooperation between the parties and will not affect the terms of the contract. Design-Builder shall engage a professional collaboration facilitator mutually acceptable to BGPAA and the Design-Builder.

B. BASIS OF PAYMENT

Design-Builder shall be responsible for arranging and paying for the collaboration workshop(s) and any review sessions. Design-Builder shall be reimbursed for actual cost excluding personnel cost. Reimbursable cost shall not include Design-Builder fee.

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**PROJECT REQUIREMENT
PR-23 – PHOTOGRAPHIC DOCUMENTATION**

A. GENERAL

1. Summary

a. This section includes administrative and procedural requirements for the following:

- 1) Preconstruction photographs.
- 2) Periodic construction photographs.
- 3) Final completion construction photographs.
- 4) Preconstruction video recordings.
- 5) Periodic construction video recordings.
- 6) Construction Site Webcams

2. Submittals

- a. Qualification Data: Submit qualifications for professional photographer, citing experience with construction photography.
- b. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
- c. Submit Photographs and Video as defined in this PR. Design-Builder shall submit two Thumb Drives containing the photographs. Thumb Drives shall be clearly labeled as to date of photographs, locations and project.

3. Coordination

Auxiliary Services: Coordinate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear well-lit photographs.

4. Usage Rights

Obtain and transfer copyright usage rights from photographer to BGPAA for unlimited reproduction of photographic documentation.

B. PRODUCTS

1. Photographic Media

- a. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 mega pixels, and at an image resolution of not less than 1600 by 1200 pixels and 400 dpi.
 - 1) Digital Camera: Minimum sensor resolution of 8 mega pixels.
 - 2) Format: Minimum 1600 by 1200 pixels, 400 dpi minimum, in unaltered original files, with same aspect ratio as the sensor, un-cropped, date- and time- stamped, in folder named by date of photograph, accompanied by key plan file.

- b. Photographic Documentation
 - 1) Format: Electronic files of photographs provided on a clearly labeled digital storage device such as a Thumb Drive. Digital storage devices shall be sequentially numbered and dated upon the label.
 - 2) Identification: Provide an applied label with the following information:
 - a) Name of Project.
 - b) Name and contact information for photographer.
 - c) Name of Design-Builder.
 - 3) On the electronic file, provide the following information within the filename:
 - a) Date photograph was taken.
 - b) Description of photograph or area of photograph, defined to the extent it is clearly understandable.
 - c) Unique sequential identifier keyed to accompanying key plan.
- c. Video: High resolution video camera compatible for multiple formats, including PC based software

C. EXECUTION

1. Construction Photographs

- a. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1) Maintain key plan with each set of construction photographs that identifies each photographic location.
- b. Key Plan: Submit key plan of Project site and buildings with notation of vantage points marked for use in defining location and direction of each photograph. Indicate elevation or story of construction.
- c. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1) Date and Time: Include date and time in file name for each image.
 - 2) Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to BGPAA.

- 3) Identification: Provide the following information with each image description in file metadata tag:
 - a) Name of Project.
 - b) Name and contact information for photographer.
 - c) Name of Design-Builder.
 - d) Date photograph was taken.
 - e) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - f) Unique sequential identifier keyed to accompanying key plan.
- d. Photographic Prints: Submit up to 200 8" x 10" prints of the project, developed on a digital copy machine in color, for use in displaying within BGPAA's Office, at the discretion of BGPAA.
- e. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain, items to be salvaged, and items to be demolished. The entire site shall be documented, including adjacent areas to the construction. Include haul routes, laydown areas, and other areas that could be affected by the work.
 - 1) Flag construction limits before taking construction photographs.
 - 2) Take photographs to show existing conditions adjacent to property before starting the Work.
 - 3) Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction. Specific attention shall be directed, but not limited to, the exterior of the FAA ATCT, their perimeter fencing and access gates, parking spaces and existing landscape improvements.
 - 4) Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
 - 5) Assume that, at a minimum, 300 preconstruction photographs are to be taken. The actual number shall be that which defines all work from at least two different directions, as necessary to have a photographic log that can be referenced.
 - 6) Categorize photographs by area for ease of reference. Use terminology such as RPT, South East Corner, etc. to define the location. Prepare a table of contents that defines photographs by areas taken.
- f. Periodic Construction Photographs: Provide 20-40 photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken. Photographs shall only document areas that have been subject to construction change since the last Application for payment.

- g. BGPAA Directed Construction Photographs: From time to time, BGPAA or their designee will instruct photographer regarding general directions of vantage points. Select actual vantage points and take photographs to show Notify BGPAA on site personnel of availability of photographer such that comment can be provided.
- h. Final Completion Construction Photographs: Take suitable number of color photographs after date of Substantial Completion for submission as project record documents. BGPAA or their designee will provide input to photographer of any desired vantage points. Assume 150 final photographs will be required.
 - 1) Do not include date stamp on the face of the photograph.
 - 2) Where construction is completed by area, take photographs of completed area and submit at time of substantial completion.
- i. Additional Photographs: Circumstances that could require additional photographs include the following:
 - 1) In emergency situations, take additional photographs within 24 hours of request.
 - 2) Special events planned at Project site.
 - 3) Immediate follow-up when on-site events result in construction damage or losses.
 - 4) Photographs to be taken at fabrication locations away from Project site.
 - 5) Substantial Completion of a major phase or component of the Work.
 - 6) Extra record photographs at time of final acceptance.
 - 7) BGPAA's request for special publicity photographs.

D. PRECONSTRUCTION VIDEO

- 1. Preconstruction Video: Before starting construction, record video of Project site and surrounding properties from different vantage points, as directed by BGPAA's Representative.
 - a. Flag construction limits before recording construction video.
 - b. Show existing conditions within 100 feet of Project site before starting the Work.
 - c. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
 - d. Show protection efforts by Design-Builder.
- 2. Narration: Describe scenes on video by audio narration by microphone while video is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 - a. Confirm date and time at beginning and end of recording.
 - b. Begin video with name of Project, Design-Builder's name, videographer's name, and Project location.

E. CONSTRUCTION VIDEO

1. **Photographer:** Engage a qualified photographer with construction project experience to record construction video in a digital format.
2. **Recording:** During key on-site activities, take video of areas of site under construction that documents the interrelationships between the site and adjacent facilities. Video must cover areas affected by construction. Mount camera on tripod before starting recording, unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each videotape, record weather conditions from local newspaper or television and the actual temperature reading at Project site. Assume that certain video will be required as part of monthly photo documentation, limited to areas of activity at that time.
3. **Narration:** Describe scenes on videotape by audio narration by microphone while videotape is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 - a. Confirm date and time at beginning and end of recording.
 - b. Begin each videotape with name of Project, Design-Builder's name, videographer's name, and Project location.
4. **Transcript:** Provide a typed transcript of the narration to allow viewers to locate specific segments of the video. Indicate running time captured from video with the corresponding narration segment.
5. **Preconstruction Video:** Before starting construction, record digital video of Project site and surrounding properties from different vantage points, as directed by BGPAA's Representative.
 - a. Flag construction limits before recording construction videotapes.
 - b. Show existing conditions within 100 feet of the Project site before starting the Work.
 - c. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
 - d. Show protection efforts by Design-Builder.

F. CONSTRUCTION SITE WEBCAMS AND TIME-LAPSE PHOTOS

1. **Install and connect two digital video cameras at vantage points designated by the BGPAA. Webcam hardware and software shall incorporate the following features:**
 - a. Cameras shall be fully controllable with preset positions and zoom capability.
 - b. System shall be capable of automatic time and date stamping and archive storage.
 - c. Equipment shall be durable, from reputable manufacturers, and suitable for on-site use.
2. **Webcams shall be operational prior to mobilization and shall operate continuously through Project completion. Use webcam images to produce a time-lapse video of the entire construction project taken from a constant vantage point.**

3. **The Design-Builder shall be responsible for monitoring and maintenance of webcam equipment and system to assure:**
 - a. Continuous transmission and capture of digital images.
 - b. Images are suitable for public viewing of the construction site as well as for photographic documentation of the Work.
4. **Time-Lapse Construction Photographs: Take color digital photographs at predetermined vantage points and frequencies, and in sufficient quantities, to show the status and progress of construction from the beginning of construction activities through Project completion. Closely coordinate the planning and execution of time-lapse photography with BGPAA. No later than two weeks after the beginning of construction activities, submit sample time-lapse photographs to the BGPAA for review and approval.**

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PROJECT REQUIREMENT PR-24 – PROJECT RECORD DOCUMENTS

GENERAL

The purpose of this project requirement is to provide clear direction and detailed procedural requirements to ensure proper coordination, organization and transfer of all project record documents meets BGPAA needs. Procedural requirements provided herein are intended to supplement and apply in conjunction with requirements provided in Project Requirement for Project Closeout.

REQUIREMENTS

A. Record Drawings and BIM Model

1. BGPAA shall review As-Built Drawings and Specifications and BIM model for completeness and correctness and return comments to the Design-Builder. (See PR- Virtual Design & Construction.
2. As-Built information: The "as-built" information shall be updated into the BIM model continuously throughout the project's construction and submitted electronically to BGPAA on a monthly basis along with the monthly schedule update and payment application. See contract requirements including Project Requirements– Building Design and Construction (VDC), Building Information Model (BIM).
3. Initial Submittal: As required in the Closeout Procedures, and in accordance with the Design-Builder's Closeout Plan and schedule as approved by BGPAA and at least thirty days prior to submitting request for Final Acceptance, submit two paper copies of the "Redline Set" and one PDF electronic file of marked-ups (in contrasting color) from corrected record digital Construction Model and Shop Drawings files. Design-Builder and the Design-Builder's Design Professionals shall prepare the record model and drawings which are based on the "as-built" information BGPAA will indicate whether general scope of changes, additional information, quality of drafting, clarity and resolution of prints and PDF files are acceptable.

Additional information is to include the following:

- a. Note requests for information, change orders, alternate numbers, and similar information, where applicable.
- b. Measured horizontal and vertical locations of underground substructures, utilities and appurtenances, referenced to permanent surface improvements.
- c. Measured locations of substructures, internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
- d. When substructures are encased in concrete, the outside dimensions of the encasement shall also be given.
- e. Field changes of dimension and detail.
- f. Details not on original Contract Drawings.
- g. Revisions to electrical circuitry and locations of electrical systems and equipment.
- h. Where the plans are diagrammatic or lacking precise details, the Design-Builder shall produce dimensioned full-sized sheets.

- i. In the case of those Drawings which depict the detail requirements for systems and equipment to be assembled and wired in the factory, the Record Drawings shall be updated by indicating those portions which are superseded by final Shop Drawings.
- B. Record Digital Data Files:
- As required in the Closeout Procedures, and in accordance with the Design-Builder's Closeout Plan and schedule as approved by BGPAA and at least before inspection for Final Acceptance, review marked-up (in contrasting color) record prints with BGPAA. When authorized, prepare a full set of corrected digital data files of the Contract Drawings as follows:
1. Format to be same digital data software program, version, and operating system as the original Contract Drawings.
 2. Annotated, indexed PDF electronic files with comment function enabled.
- C. Final Submittal:
- Upon approval of Initial Submittal, but not less than fifteen days after substantial completion, submit one redline original paper copy set, two clean/revised updated copies and one electronic PDF (marked-up in contrasting color) revised/final copy of each As-Built submittal. Drawings shall be full sized. Also submit one set of record digital data files. Plot each drawing file, whether or not changes and/or additional information were recorded.
1. Identify and date each record drawing; including the designation "PROJECT RECORD DRAWING" in a prominent location.
 2. Organize record prints and newly prepared record drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on the covers.
- D. All electronic files shall include metadata describing the content in a format compatible with BGPAA's document management system. Metadata for record drawings is to include at a minimum the information shown in the Sample exhibit-below.

Record Metadata for Drawings

Field Name	Field Name Description / Use
Folder Name	Name of the folder where the document resides, used for importing into DMS
Name	User name for the document
Document File Name	File name for the document
Discipline	Primary discipline for the document (i.e. mechanical, electrical, plumbing, etc.)
Project Title*	Name of the project that created the document
Location*	Location of the project (facility name)
Address / Coordinates	Facility address or GPS coordinates
Document Type*	Type of document (i.e. drawing, specification, manual, etc.)
Working Units	For drawings, the Workshop units (i.e. metric, US, etc.)
Coordinate System	The coordinate system that is used for infrastructure and airfield locations
Scale*	Scale for a drawing
Organization	The division / department / customer that the SYSTEM AND EQUIPMENT is installed for
Designed By	Company that designed the system and/or equipment that the document is for
Completion Date	Date that the project was completed or operational date of SYSTEM AND EQUIPMENT
Issue Number	Revision / issue number of the document
Document Source	Source / publisher of the document (i.e. vendor, consultant, etc.)
Sheet Title*	For drawings, the title in the title block on the sheet
Subject	What the document is for
Sheet Number*	Sheet number of the drawing set
Total Sheets	Total number of sheets in the drawing set
Original Paper Size	Standard size of the document (A, D, 8 ½ x 11, legal, ledger, etc.)
Status	Status of the document (draft, final, etc.)
Designer	Name of the designer for the SYSTEM AND EQUIPMENT that the document relates to
CAD Drawing	CAD drawing file name
Keyword Search	Searchable field of words that can be used to search the document
Comments	Free form field to add any comments about the document
Barcode	Barcode if the document has a barcode
Project File	Project file name
Checked By	Name of person that checked the validity of the document
Record Archive	Is this document archived? (yes / no)

* Indicates that this is a required field.

Record Metadata for Specifications, Documents, Manuals and Warranties

Field Name	Field Name Description / Use
Folder Name	Name of the folder where the document resides, used for importing into DMS
Name	User name for the document
Document File Name	File name for the document
Discipline	Primary discipline for the document (i.e. mechanical, electrical, plumbing, etc.)
Project Title*	Name of the project that created the document
Location*	Location of the project (facility name)
Address / Coordinates	Facility address or GPS coordinates
Document Type*	Type of document (i.e. drawing, specification, manual, etc.)
Organization	The division / department / customer that the SYSTEM AND EQUIPMENT is installed for
Designed By	Company that designed the SYSTEM AND EQUIPMENT that the document is for
Completion Date	Date that the project was completed or operational date of SYSTEM AND EQUIPMENT
Issue Number	Revision / issue number of the document
Document Source	Source / publisher of the document (i.e. vendor, consultant, etc.)
Subject	What the document is for
Status	Status of the document (draft, final, etc.)
Designer	Name of the designer for the SYSTEM AND EQUIPMENT that the document relates to
CAD Drawing	CAD drawing file name
Keyword Search	Searchable field of words that can be used to search the document
Comments	Free form field to add any comments about the document
Barcode	Barcode if the document has a barcode
Project File	Project file name
Checked By	Name of person that checked the validity of the document
Record Archive	Is this document archived? (yes / no)

* Indicates that this is a required field.

- E. Record BIM models shall be submitted to BGPAA in pre-approved format. Refer to Project Requirements– Building Design and Construction (VDC), Building Information Model (BIM) for requirements.
- F. Formatting standards may be obtained from BGPAA.
 - 1. Record Specifications
 - a. Mark Specifications in contrasting color to indicate the actual product installation, where installation varies from that indicated in Specifications.
 - b. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - c. Mark copy with the proprietary name and model number of products, materials and systems and equipment furnishes, including substitutions and product options selected.
 - d. Record the name of manufacturer, supplier, installer and other information necessary to provide a record of selections made.
 - e. Submit one paper copy and a set of annotated, indexed PDF electronic files of Project Specifications, including addenda and contract modifications.
 - f. All electronic files shall include metadata describing the content in a format compatible with BGPAA's documents management system. Record specifications shall include the Metadata information required by BGPAA.
 - 2. Recording and Maintenance
 - a. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur. BGPAA shall review documents in concert with the monthly Application for Payment.
 - b. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for BGPAA'S reference during normal Working hours.
 - 3. Record Product Data
 - a. Equipment Summary Data Forms shall be submitted to provide BGPAA construction and maintenance with sufficient information to catalogue newly purchased equipment items installed. This information is used for inventory purposes as well as for equipment performance tracking purposes.

- b. Design-Builders shall submit a submittal form for BGPAA approval. At a minimum the following information must be included:
- 1) Equipment item (included industry-accepted nomenclature)
 - 2) BGPAA Equipment Identification Number, if applicable
 - 3) Manufacturer, including Address, Email, Phone/Fax Numbers)
 - 4) Supplier (if different than Manufacturer), including Address, Email Phone/Fax Numbers
 - 5) Equipment Serial Number(s)
 - 6) Equipment Model Number
 - 7) Size
 - 8) Capacity
 - 9) Location
 - 10) Design Life
 - 11) Unifomat Code
 - 12) Warranty Period
 - 13) Year Built
 - 14) Rated Output
 - 15) Drive Motor Data (as appropriate)
- c. The following are examples of metadata forms for special systems equipment.

AIRLINE ID SIGNAGE CMMS								
DEVICE #	CURRENT TEXT READING	CURRENT PATCH PORT	DEVICE NAME	DESCRIPTION	IP ADDRESS	ENCLOSURE	SWITCH PORT (To be completed by BGPAA)	LOCATION
1	Alaska	S101	TBARRLED01	TBIT ARRIVAL LEVEL LED SIGNAGE	10.67.230.11	TB 79	Switch 1 Port 5	
2	American	S102	TBARRLED02	TBIT ARRIVAL LEVEL LED SIGNAGE	10.67.230.12	TB 79	Switch 1 Port 6	

BGPAA RPT-CMMS									
Item #	Manufacturer	Model Number	Serial Number	Function	Location	ID - Description	BGPAA Asset Tag	IP Address	MAC Address
1	AXIS	Q6032-E	00408CD7CE6	Exterior PTZ Camera	Lower Level North	C103 - Camera North	101-09101	10.67.230.11	00408CDF7CE6
1	AXIS	Q6032-E	00408CDF5B7D	Exterior PTZ Camera	Lower Level South	C103 - Camera South	101-09102	10.67.230.12	00408CDF5B7D

- d. Equipment Summary Maintenance Forms shall be submitted to provide BGPAA and with information sufficient to properly diagnose (troubleshoot, repair, check-out, and return an item of equipment to service. In addition, Maintenance information required to troubleshoot, repair, and return electrical/electronic equipment to service (including set point, derivatives, etc.) shall be included as required. The Maintenance Summary Form attached in intended to serve as a (minimum) guide to the information required per item of equipment. Additional requirements regarding submittal format, quantities, etc. are found elsewhere in this Specification.

- e. Design-Builders choosing not to use the Forms may submit a revised Form for BGPAA approval. At a minimum the following information must be included:
 - 1) Equipment Item (include industry-accepted nomenclature)
 - 2) BGPAA Equipment Identification Number, if applicable
 - 3) Manufacturer, including Address, Email, Phone/Fax Numbers
 - 4) Equipment Serial Number(s)
 - 5) Weight of Individual Components (over 100 pounds)
 - 6) Nameplate Date (including voltage, horsepower, lubrication requirements, speed, etc.)
 - 7) Manufacturer's Local Representative, including Address, Email, Phone/Fax Numbers
 - 8) Required maintenance and operation. A Preventative maintenance program shall include maintenance operation requirements to be performed and frequency of said maintenance based on actual service conditions of installed equipment (i.e., type of duty, environmental factors). Reference shall be made to the appropriate section of the manufacturer's technical literature as to the requirements of a preventative maintenance program.
 - 9) Lubricant List. List shall include a primary and two secondary manufacturer-approved lubricants.
 - 10) Spare Parts and phone number of the recommended source of spare parts as detailed in herein.
- f. Submit one paper copy and a set of annotated, indexed PDF electronic files of each Form and/or submittal.

G. Record Samples

As required in the Closeout Procedures, and in accordance with the Design-Builder's Closeout Plan and schedule as approved by BGPAA, the Design-Builder will meet at the Jobsite with BGPAA to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to BGPAA for record purposes. Comply with delivery to a storage area designated by BGPAA.

H. Operations and Maintenance Manual Information

1. Technical Manuals

- a. This section includes administrative and procedural requirements for preparing technical manuals, including the following:
 - 1) Documentation directory;
 - 2) Emergency manuals;
 - 3) Operation manuals for systems and equipment;
 - 4) Product maintenance manuals; and
 - 5) Maintenance manuals for systems and equipment.

- b. Submit technical manuals as required in individual Technical Specification Sections and in the following format:
 - 1) PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to BGPAA.
 - 2) Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked directory.
 - 3) Enable inserted reviewer comments on draft submittals.
 - 4) Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 5) Two paper copies. Include a complete directory. Enclose title pages and directories in clear plastic sleeves. Bind in heavy-duty, commercial- quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11- inch paper with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversized sheets.
 - 6) If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary.
 - 7) Identify each binder on front and spine with title, project title, subject matter of contents, and indicate specification section number on bottom of spine. Indicate volume number for multiple volume sets.
 - 8) Dividers are to be heavy paper with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components included in the section on each divider, cross-referenced to specification section number and title of project manual.
 - 9) Provide protective sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 - 10) If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents and drawing locations.
- c. Timeliness of draft technical manual submittals is detailed in the other subsections. Before final payment, the Design-Builder shall prepare and deliver to BGPAA, four each printed and two each electronic copies on compact discs (CDs) or DVDs of the final technical manuals. The content of the manuals is detailed in the subsections below.
- d. The manuals shall be approved and stamped by the respective Subcontractors.
- e. Submit draft copy of each manual at least 30 days before commencing demonstration and training. BGPAA will comment on whether general scope and content of manual are acceptable. Correct or modify each manual to comply with BGPAA comments.
- f. Include a section in the directory for each of the following:
 - g. List of documents,
 - h. Alphabetical lists of systems and equipment, and

- i. Table of Contents – include for emergency, operation, and maintenance manuals.
 - j. Where manuals contain manufacturer's standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in tabular format, identify each item using appropriate references from the Contract Documents.
 - k. Prepare a separate manual that provides an organized reference to all technical manuals. This is called the Documentation Directory.
 - l. In the Documentation Directory and in each technical manual, identify each systems and equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."
 - m. Enable bookmarking of individual documents based upon file names. Name document files to correspond to systems and equipment names used in manual directory and table of contents. Group documents for each systems and equipment into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the systems and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.
2. Spare Parts and Tools Lists
- a. Submit a Recommended Spare Parts List to BGPAA in accordance with the Design-Builder's Commissioning Plan and Closeout Plan and schedule as approved by BGPAA and at least 60 days prior to the request for substantial Completion. This is to be a list from the manufacturer of the Recommended Spare Parts adequate to ensure two continuous years of normal operation after expiration of the systems and equipment warranty.
 - b. The Recommended Spare Parts List shall include, but not be limited to, items requiring replacement under the following conditions:
 - 1) Wear, corrosion, or erosion during normal operation;
 - 2) Failure which causes a shutdown of systems and equipment;
 - 3) Damage or breakage during routine maintenance or inspections of systems and equipment;
 - 4) Custom or specially fabricated parts; and
 - 5) Long lead items.
 - c. Approval of the individual systems and equipment submittal does not constitute authorization to procure the Recommended Spare Parts.
 - d. The Spare Parts supplier must be the manufacturer or a factory authorized representative of the manufacturer. The manufacturer will be responsible for any default of the representative that is not corrected by the representative in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer's parts. The supplier shall provide, along with the Spare Parts List, a formal letter of certification from the manufacturer that the supplier is an authorized representative of the manufacturer.

- e. The supplier shall be a stocking facility of the manufacturer of the proposed parts, or the manufacturer must maintain a stocking facility of these parts on the West Coast, or the supplier can guarantee delivery of spare parts within 72 hours.
 - f. The Spare Parts list shall be in addition to any other lists required under any other sections of these Specifications. This list shall be delivered in electronic format and include the following:
 - 1) Current prices including delivery to the Jobsite;
 - 2) Original Equipment Manufacturer (OEM) part numbers, which identify interchangeability;
 - 3) Make and type of system and equipment as well as Model number;
 - 4) Size;
 - 5) Supplier's address and telephone number;
 - 6) Address and phone number of local representative;
 - 7) Address and phone number of servicing location;
 - 8) Certificate of certification from the manufacturer;
 - 9) Materials;
 - 10) Special tools, lubricants and/or fuels;
 - 11) Estimated delivery lead times;
 - 12) Warranty: State terms of warranty of spare parts offered;
 - 13) Cross-sectional, exploded view or assembly-type drawing with part numbers; and
 - 14) Manufacturer's price list catalog.
 - g. Upon approval of the Spare Parts list, and no less than 30 days prior to Substantial Completion, deliver tools, spare parts, extra materials, and similar items to location designated by BGPAA.
 - h. The Design-Builder shall be responsible for proper storage and protection of the Spare Parts until delivered to BGPAA.
 - i. Spare Parts should be supplied in the manufacturer's original packaging and shall be new and unused. A statement shall be included to clearly indicate that the Spare Parts are new and unused.
3. Emergency Instructions
- a. Content: Organize manual into separate section for each of the following:
 - 1) Type of emergency
 - 2) Emergency instructions and procedures (Job Plans)

- b. Type of emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system and equipment:
 - 1) Fire;
 - 2) Flood;
 - 3) Gas leak;
 - 4) Water leak;
 - 5) Power failure;
 - 6) Water outage;
 - 7) Systems and equipment failure; and
 - 8) Chemical release or spill.
 - c. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of operating personnel for notification of installer, supplier and manufacturer to maintain warranties.
 - d. Emergency Procedures: Include the following, as applicable:
 - 1) Instructions on stopping;
 - 2) Shutdown instructions for each type of emergency;
 - 3) Operating instructions for conditions outside normal operating limits;
 - 4) Required sequences for electric or electronic systems; and
 - 5) Special operating instructions and procedures during emergency.
4. Operational Instructions
- a. Content: In addition to requirements of this Section, include operation data required in individual Specification Sections and the following information:
 - 1) Systems and equipment descriptions: use designations for systems and equipment indicated on Contract Documents;
 - 2) Performance and design criteria if Design-Builder is designated design responsibility;
 - 3) Operating standards;
 - 4) Operating procedures;
 - 5) Operating logs;
 - 6) Wiring diagrams;
 - 7) Control diagrams;
 - 8) Piped system diagrams;
 - 9) Precautions against improper use; and
 - 10) License requirements including inspection and renewal dates.

- b. Descriptions include the following:
 - 1) Product name and model number: use designations for products indicated on Contract Documents;
 - 2) Manufacturer's name;
 - 3) Systems and equipment identification with serial number of each component;
 - 4) Systems and equipment function;
 - 5) Operating characteristics;
 - 6) Limiting conditions;
 - 7) Performance curves;
 - 8) Engineering data and tests;
 - 9) Manufacturer's recommended tolerances and clearances;
 - 10) Complete internal and connection wiring diagrams: circuit diagrams and schematics shall be down to component level;
 - 11) Complete programming procedures and ladder logic documentation for all computer controlled, programmable logic controllers and automated Systems and equipment;
 - 12) Approved isometric drawings of piping systems; and
 - 13) Complete nomenclature and number of replacement parts.
- c. Operating Procedures include the following, as applicable:
 - 1) Startup procedures;
 - 2) Systems and equipment break-in procedures;
 - 3) Routine and normal operating instructions;
 - 4) Instructions on stopping;
 - 5) Normal shutdown instructions;
 - 6) Seasonal and weekend operating instructions;
 - 7) Instructions regarding load changes;
 - 8) Recommended "turn-around" cycles;
 - 9) Required sequences for electric or electronic systems;
 - 10) All special operating instructions and procedures; and
 - 11) Inspection procedures.
- d. Systems and equipment includes exploded views and schematics of each assembly.
- e. Systems and equipment Controls: Describe the sequence of operation and diagram controls as installed.
- f. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

5. Maintenance Instructions

- a. Product Maintenance Manuals: Include each product, material, and finish
 - 1) Include the following as applicable:
 - i. Product name and model number;
 - ii. Manufacturer's name;
 - iii. Color, pattern, and texture;
 - iv. Material and chemical composition; and
 - v. Reordering information for specially manufactured products.
 - 2) Include manufacturer's written recommendations as applicable and the following:
 - i. Inspection procedures;
 - ii. Types of cleaning agents to be used and methods of cleaning;
 - iii. List of cleaning agents and methods of cleaning detrimental to product;
 - iv. Schedule for routine cleaning and maintenance; and
 - v. Repair instructions – include local sources of materials and related services.
- b. Systems and Equipment Maintenance Manuals: For each System and equipment
 - 1) Include manufacturer's maintenance documentation as applicable including the following for each Systems and equipment:
 - i. Standard maintenance instructions and bulletins;
 - ii. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly;
 - iii. Identification and nomenclature of parts and components;
 - iv. Include service, calibration, and lubrication requirements and standard time allotments;
 - v. Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies; and
 - vi. Include manufacturer forms for recording maintenance.
 - 2) List the following information and any items that detail essential maintenance procedures:
 - i. Test and inspection instructions;
 - ii. Trouble-shooting guide;
 - iii. Precautions against improper maintenance;
 - iv. Disassembly: component removal, repair, and replacement; and reassembly instructions; and
 - v. Aligning, adjusting, and checking instructions.
 - 3) The maintenance manual letters are to be on the front cover of the Maintenance Manuals.
 - 4) When a Design-Builder performs maintenance Work prior to BGPAA acceptance of the facility, the information required is to be submitted in a format approved by BGPAA on monthly basis to the Project Closeout.

I. Warranty Submittals

1. Submit written warranties to BGPAA as required by the Contract Documents, and in accordance with the Design-Builder's BGPAA approved Closeout Plan and schedule as approved by BGPAA and at least 30 days prior to the Request for substantial Completion. If the Certificate of Substantial Completion designates commencement date for warranties other than date of Final Acceptance of Work, submit written warranties upon request of BGPAA.
2. When a designated portion of Work is completed and occupied or used by BGPAA, by separate agreement with Design-Builder during construction period, submit properly executed warranties to BGPAA.
3. When Contract Documents require Design-Builder, or Design-Builder and subcontractor, supplier or manufacturer to execute special warranty, prepare written document that contains appropriate terms and identification, ready for execution by required parties. Submit draft to BGPAA, for approval prior to final execution.
4. Refer to other sections for specific content requirements and particular requirements for submitting special warranties.
5. Form of Submittal: At Final Completion compile two copies of each required warranty properly executed by Design-Builder, or by Subcontractor, supplier, or manufacturer. Organize warranty documents into orderly sequence based on table of contents of Project Manual.
6. Bind warranties in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11-inch paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark tab to identify product or installation. Provide typed description of product or installation, including name of product, and name, address, and telephone number of Installer.
 - b. Identify each binder on front and spine with typed or printed title "WARRANTIES," project title or name, and name of Design-Builder.
 - c. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

- d. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide a table of contents at the beginning of the document.
 - 1) Execute and assemble documents from Subcontractors.
 - 2) Manufacturer's disclaimers and limitations on product warranties do not relieve Design-Builder of warranty on the Work that incorporates the products.
 - 3) When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
 - 4) When Work covered by warranty has failed and has been corrected, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.
 - 5) Upon determination that Work covered by warranty has failed, replace or repair Work to an acceptable condition complying with requirements of the Contract Documents.

END OF THIS PR

**PROJECT REQUIREMENT
PR-25 – PROJECT COMMISSIONING AND TRAINING**

A. GENERAL

1. These requirements apply and are to be supplemented with City of Burbank building requirements.
2. The Design-Builder shall assure and document to BGPAA, through Project Commissioning that all component, subsystem and system designs, installations and implementations perform to meet or exceed the programming and design criteria approved for the facility.
3. Commissioning Summary
 - a. Commissioning (Cx) is a designed process of documentation, training, adjustment, testing, and verification performed to ensure that the finished facility operates properly as intended. Design-Builder shall provide complete and operational commissioned mechanical, plumbing, electrical, and technology systems. Design-Builder shall provide full building enclosure commissioning.
 - b. The Design-Builder shall systematically document that specified components and systems have been installed and started up properly and then functionally tested to verify proper operation through all sequences of operation and conditions. In addition, the Design-Builder shall provide training of BGPAA's operations personnel and include all training manuals, instructions and sessions and complete and final project Closeout Documents. Refer to the Project Closeout PR for Requirements.
 - c. The Design-Builder shall produce a Commissioning Plan (CxP) that will be implemented during the Construction and is a prerequisite to fulfilling the Project's Closeout Procedures. The CxP will detail the execution of the overall commissioning objective. The plan shall include the detailed descriptions of the commissioning process, commissioning team roles and responsibilities, tests and demonstrations, all test forms, training process and schedule for performing commissioning and training. The plan shall also describe and document any post commissioning activities along with any seasonal testing requirements. The CxP shall be reviewed and approved by BGPAA's Commissioning Manager (CxM). The CxP shall be developed via four (4) major milestones as follows.
 1. At 30% Drawings: Draft Cx Outline
 2. At 60% Drawings: Final Cx Outline
 3. At 90% Drawings: Draft Cx Plan
 4. At 100% Drawings: Final Cx Plan (subject to updates as required by changes and corrections as reviewed and approved by the Design Professionals in conjunction with the BGPAA CxM).
 - d. Design-Builder shall coordinate with BGPAA and the CxM via the Shoulder to Shoulder process described in the Scope of Work PR to develop the draft Cx Outline and all subsequent CxP deliverables.

4. Commissioning Shall:

- a. Verify that applicable equipment and systems are installed according to the Contract Documents, Owner Project Requirements (OPR) contained in BGPAA's Project Definition Book (PDB), manufacturer's recommendations, and industry accepted minimum standards and that they receive adequate operational checkout and functional testing including restart, emergency or abnormal events by the Design-Builder and its subcontractors.
- b. Verify and document proper performance and interface functionality of systems and equipment.

5. Commissioning Team (CxT):

- a. BGPAA's Commissioning Manager (CxM): The CxM will provide commissioning review and verification on behalf of BGPAA. The Commissioning Manager will oversee the overall commissioning process and will provide review of the Design-Builder's design and installation, as well as verification of the functional performance testing, documentation, and training by the Design-Builder. The Commissioning Manager will coordinate and review the Commissioning Plan and will provide the final Commissioning Report. The Commissioning Manager reports directly to BGPAA. The CxM will be a BGPAA employee or a consultant to BGPAA. The CxM will utilize various subject matter experts that will assist the CxM in the commissioning management of the various systems and equipment.
- b. BGPAA Stakeholders. As required by the commissioning process, and as directed by the CxM, BGPAA's stakeholders include BGPAA's Project, Construction, and Quality managers, BGPAA's Consultants, and BGPAA's facility management, IT management and department managers as appropriate will participate in the Commissioning Process including the CxP review.
- c. Design-Builder Lead Commissioning Coordinator (CxL) and Subcontractors Commissioning Coordinators (CxCs): The Design-Builder shall provide Commissioning Coordinators qualified in each area or construction trade or specialty. CxCs shall also report to the Design-Builder's MEP / Commissioning Coordinator as the Lead Commissioning Coordinator (CxL) on the project. The CxL shall communicate directly with BGPAA's Commissioning Manager (CxM) on all commissioning issues, activities, and communications. The CxCs shall review, track, verify and document that their specific systems are designed, installed, tested, and are functionally performing in accordance with BGPAA's RFP requirements, the Contract Document and Project Definition Book, LA Green Building Code and other sustainability requirements as applicable, and related codes and standards. The CxL shall oversee pre-functional and functional performance tests for each specific discipline. The CxL shall certify and submit documentation confirming the systems are complete and functionally performing as required. Each Design-Builder Commissioning Coordinator shall have a minimum of ten years of experience in commissioning and minimum five years of experience in start-up of similar systems and requires prior approval by BGPAA's Commissioning Manager. The Design-Builder shall develop and maintain an organizational chart showing the various Commissioning Teams and the associated members from all parties.
- d. Design-Builder's A/E: The Design-Builder's Architect and Engineers (A/E) responsible for the design of the systems and specification of the equipment to be commissioned. The Design-Builder's A/E shall coordinate with the CxL and all CxCs to ensure provided and installed systems and equipment to be commissioned are per the Contract Documents requirements and the project's design and specifications.

B. COMMISSIONING ACTIVITIES

1. The Design-Builder is responsible for the design, installation, testing, commissioning and functional performance of the project in accordance with BGPAA's requirements and related codes, standards, and contract documents. The Design-Builder shall certify that the facility is designed, built, and is functionally performing in accordance with the requirement of the standards and contract documents.
2. Design-Builder and its Subcontractors responsible for system and equipment installation shall assign representatives with expertise and authority to act on their behalf throughout the project's design, construction and closeout and schedule them to participate in and perform commissioning related activities including participating in meetings, Cx scheduling, O&M and training preparation, final review and acceptance meetings.
3. The Design-Builder will develop a CxP which outlines the activities that shall be included in the project schedule, cost loaded and approved by BGPAA. The following narrative provides a brief overview of the typical commissioning tasks during construction.
 - a. Commissioning team meetings will be required throughout the project's design, construction and closeout, scheduled and documented by the Design-Builder with necessary parties attending to plan, scope, coordinate, schedule future activities and resolve problems.
 - b. Equipment documentation is submitted by the Design-Builder, during the submittal process described elsewhere in this PR and in the Scope of Work. The Design-Builder ensures that BGPAA receives copies of all pertinent submittals both electronically and in paper per the Submittal Project Requirements.
 - c. The startup or prefunctional checklists shall be generated and approved by the CxL, before being submitted for review and approval by BGPAA. The checklists shall be completed by the Design-Builder, before and during the startup process.
 - d. Prefunctional checklists, startup shall be completed before functional performance testing begins.
 - e. The Design-Builder's CxL ensures that the subcontractors' prefunctional checklists are executed and documented and that startup and initial checkout are performed. The CxL verifies that the TAB, construction checklists and startup were completed according to the approved commissioning plans. This includes BGPAA reviewing and commenting on, and the Design-Builder's A/E approving TAB, and the commissioning plans. This also includes witnessing all startup of selected equipment. Any testing failure is to be corrected at no additional cost to BGPAA, and a re-test is to be performed, observed, and documented.
 - f. The Functional Performance Testing process is managed by the CxL in coordination with the CxM. The Design-Builder's subcontractors performing the installations shall submit functional performance test plans for all systems and equipment being installed to the CxL. The plans shall include all necessary test forms to demonstrate that the installation meets the requirements of the contract documents including all control functions, sequence of operations and interfaces with other systems. Interface Control Diagrams for system-to-system interfaces shall also be included in the test plans.
 - g. The commissioning process is executed by the Design-Builder and its Subcontractors, who shall provide all support equipment and materials to execute and complete the commissioning process.

- h. The CxL reviews the Operational and Maintenance (O&M) Manuals with documentation for conformance to the requirements of the Project Closeout PR, and the CxM provides the commissioning record for the O&M manuals. The CxL submits O&M manuals for review and approval by the Design Professionals in conjunction with BGPAA personnel.
- i. Commissioning shall be completed before substantial completion and in accordance with the CxP.
- j. The Design-Builder develops a training plan, reviews, pre-approves, coordinates, and implements the training provided by their subcontractors. Training agendas and syllabuses are developed by the Design-Builder and reviewed by the Design-Builder's A/E and CxL, and submitted for review and approval in accordance with Section O below.
- k. Deferred testing is conducted as specified or required, and shall be identified in the Commissioning Plan and Commissioning Schedule.

C. COMMISSIONING PLAN

- 1. The Design-Builder shall develop a Commissioning Plan that describes the overall Commissioning Process including Roles and Responsibilities for all parties for all phases of the project and throughout the acceptance and the warranty period.
 - a. Design Phase

The goals of the commissioning tasks during the Design of the project include:

 - 1. Revision/completion of the Basis of Design which reflect the actual final system configurations and intended operation, including normal, abnormal, by-pass, shutdown and restart for all systems and equipment.
 - 2. Completion of the Contract Documents by the Design-Builder and the Design-Builder's design professionals and issue for BGPAA review per the Scope of Work Submittal Requirements. Review shall be conducted for constructability, operability and maintainability assessment.
 - 3. Development of the Commissioning Outline and Plan by the Design-Builder per the procedures identified elsewhere in this PR and in the Scope of Work.
- 2. Construction Phase
 - a. The goals of the commissioning tasks during Construction of the Project include the following:
 - 1. Updating the Basis of Design as required to reflect any changes made during Construction.
 - 2. Review, comment and approve Design-Builder submittals.
 - 3. Scheduling, planning and final preparation for verification testing during Closeout and Acceptance period.
 - 4. Development of the Commissioning Plans by the Design-Builders Subcontractor.
 - 5. Verifying that all systems to be commissioned are installed per the Contract Documents and the Basis of Design. If discrepancies are found, document on the Cx Issues Log, and identify mitigation measures for CxM review.
 - 6. Modify, review and approve commissioning, training and closeout plans and schedules as required.

3. Acceptance Phase

- a. Acceptance Phase activities shall be defined in the Project's schedule and coordinated with and clearly defined in the Design-Builder's project closeout plan. Refer to the Project Closeout PR for other requirements.
- b. The goals of the commissioning tasks during the Acceptance phase of the project include the following:
 1. Verifying that all systems and equipment to be commissioned are installed and operate to meet the Contract Documents, Operation Performance Requirements and the Basis of Design.
 2. Providing BGPAA operation and maintenance staff, and other Stakeholders useful documentation.
 3. Training BGPAA Operations and Maintenance staff and other stakeholders on the design intent and operation of equipment and systems.
 4. Documenting the commissioning process for future reference and use by BGPAA O&M Staff and other stakeholders. The Commissioning Report shall include:
 - i. Introduction
 - ii. Executive Summary
 - iii. Commissioning Plans
 - iv. Project Requirements / Basis of Design
 - v. Commissioning Specification
 - vi. O&M Training Records
 - vii. Functional Performance Test Reports
 - viii. Issues Log
 - ix. Commissioning Coordination Meeting Notes
 - x. Design-Builder's and its subcontractors Test Reports
 - xi. Prefunctional Checklists
 - xii. Blank Functional Test Procedures for retesting by the BGPAA

4. Warranty Period

- a. The goals of the commissioning tasks during the Warranty Period of the project include the following:
 1. Revision/completion of the Owners Program of Requirements (OPR) and Basis of Design Documents to reflect actual final system configurations and intended operation.
 2. Review of functional performance of systems commissioned to determine their level of performance 10 months after final acceptance, against the criteria and performance perimeters established in the Owners Program of Requirements and Basis of Design Documents and documented during Functional Performance testing.

D. REQUIRED MEETINGS**1. Commissioning Kickoff Meeting**

The Design-Builders Lead MEP / Commissioning Coordinator will coordinate with the CxM to schedule, plan and conduct a Kickoff meeting for the Commissioning Teams. The intent of this meeting is to introduce the key players of the commissioning team, and develop a go-forward process.

2. Commissioning Meetings and Coordination:

- a. The Design-Builder shall attend the Commissioning Team Coordination Meetings throughout the Project's construction period until completion of Project Closeout. The Cx Team Coordination meetings shall be planned, conducted and documented by the Design-Builder as construction progresses. These meetings shall include coordination, scheduling, progress, deficiency and conflict resolution, and planning issues. These meetings will be held at least monthly, until the start of the Acceptance Phase when they may be held as frequently as once a week.
- b. The Design-Builder shall attend Commissioning Planning and Coordination work sessions during Design. The Cx Planning and Coordination meetings are intended to review the commissioning Plan and resolve issues of equipment and systems identified as requiring commissioning during Design. These meetings may include:
 1. Mechanical, Electrical and Plumbing (MEP)
 2. Life Safety and Fire Protection
 3. Special Systems, such as WiFi, PA, Back Bone and Horizontal Cabling
 4. Access Control and Alarm Monitoring System (ACAMS) and Video Surveillance (VSS)
 5. Baggage Handling System (BHS)
 6. Vertical Transportation and other Conveyance Systems
- c. Pretesting Meetings: The Design-Builder shall attend biweekly pretest meetings of the commissioning team to review startup procedures, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested. Pretest meetings shall start at least four months prior to Project completion.
- d. Testing Coordination: The Design-Builder shall coordinate sequence of testing activities weekly to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
- e. Commissioning Meeting Minutes and Reports shall be distributed to BGPAA within five days of meeting.

E. SYSTEMS AND EQUIPMENT TO BE COMMISSIONED

1. The systems and equipment to be commissioned shall be identified by the Design-Builder and verified by the Design-Builder's A/E's, with the assistance of BGPAA, BGPAA's Consultants, and the CxM during the design of the project. Systems that will require commissioning may include Complete Exterior Enclosure, Mechanical, Electrical and Plumbing (MEP), Life Safety and Fire Protection, Special Systems, such as WiFi, PA, Back Bone and Horizontal Cabling, Access Control and Alarm Monitoring System (ACAMS) and Video Surveillance VSS), Baggage Handling System (BHS), Vertical Transportation and other conveyance systems (escalators, moving walkways, etc.)
 - a. The equipment matrix shall be formatted as a computerized spreadsheet with capability for printing of various data columns (ranges) to meet documentation requirements a various stages of construction, and for different purposes as required by the various technical sections of the Contract Documents. The matrix shall be submitted as part of the Commissioning Plan's Development for review as part of the CxP's submission requirements stated elsewhere in this PR and in the Scope of Work, as well as during pre-commissioning and commissioning meetings. The electronic database program shall be used for all commissioning activities.
 - b. The matrix shall identify all operable devices and equipment to be provided; such are to be grouped by the system they primarily support. When sorted by column for system identification, the resulting printout should identify all system components, regardless of whether they are of mechanical, electrical, life safety, low voltage special systems or other in nature. The matrix shall include the following data, as a minimum, for each device, and shall allow for additional columns for subsequent data requirements.
 1. Brief equipment identification text
 2. Equipment or device id number
 3. Associated building system, if any
 4. Governing Specification Section
 5. Appropriate submittal reference number(s)
 6. Installing location, by room number or column coordinates, as indicated on the Contract Documents
 - c. In addition to including the equipment matrix as part of the CxP and any subsequent updates to the matrix that require BGPAA review for approval, the final equipment matrix for each device or systems is to be provided as an attachment to the Design-Builder's request/notice for check out or startup of equipment or systems.

G. TEST EQUIPMENT

1. All standard testing equipment requiring initial checkout, startup and functional performance testing shall be provided by the Design-Builder and its Subcontractors for the equipment being tested. This includes, but is not limited to, two-way radios, meters and data recorders.
 - a. Special equipment, tools, and instruments required for testing equipment according to these Contract documents shall be provided by the Design-Builder' and with the exception of TAB equipment, turned over to BGPAA at project closeout.
 - b. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance within the tolerances specified in the Contract Documents. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.5 degree F and resolution of +/- 0.1 degree F. Pressure sensors shall have an accuracy of +/- 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year. All equipment shall be calibrated according to the manufacturer's recommended intervals and when dropped or damaged. Calibration tags shall be affixed or certificates readily available.

H. PROJECT SCHEDULE

The Design-Builder shall incorporate all commissioning coordination and execution activities into the Project's Schedule and review all monthly updates with BGPAA prior to submitting for approval.

I. PRIOR TO STARTUP

1. Prior to equipment/system start-up the following conditions will be required:
 - a. Provide to BGPAA for review and approval a comprehensive start up plan from the Design-Builder and Subcontractors using Manufacturer's approved start up methods and pre-start-up checklist if applicable.
 - b. No equipment will be started until all applicable requirements of the contract documents have been completed for the installation and safe operations of the equipment being started.
 - c. Written certification that the manufacturers' representative has verified that the installation and operation of the system or component is in accordance with their published recommendations (if required by contract document).
 - d. Provide no less than a three working day notification in writing to BGPAA and the CxM that start-up is pending. Start-up procedures shall be witnessed by the Project's Engineer of Record, and may be witnessed by BGPAA, BGPAA's Consultants, and the CxM at BGPAA's discretion.
 - e. All required field testing has been completed and testing forms approved by CxL, the Design-Builder's A/E and the CxM.

J. STARTUP, SYSTEM READINESS CHECKLISTS & INITIAL CHECKOUT

1. The Design-Builder or its subcontractors shall not energize or activate any building system in final use until the following conditions have been met:
 - a. The Design-Builder has verified that all wiring and support components for equipment are complete and have been tested in accordance with the technical specifications and/or the manufacturer's written recommendations.
 - b. The Design-Builder has verified and audited all control sensors types and locations, all piping specialties including balance, control, and isolation valves, all ductwork specialty items including turning devices, balance, fire, smoke, and control dampers, and access doors.
 - c. The Design-Builder has verified that each component device has been checked for proper lubrication, vibration isolation, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
 - d. The Design-Builder has verified that all tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer and are in compliance with applicable specifications.
 - e. The Design-Builder has provided the CxM, BGPAA and the Design-Builder's A/E with a written three working day notice of intent to start-up the system for operational check-out. The completed commissioning System Readiness Checklist, shall accompany the "Equipment or System Startup Request for Inspection Form" to be used for this notification.
 - f. The Design-Builder shall execute start-up under supervision of responsible manufacturer's representative in accordance with manufacturer's instructions and specification requirements if applicable.
 - g. The Design-Builder shall coordinate and schedule system(s) start-up in a timely manner so they can operate each system for a period of time sufficient to evaluate and adjust performance as necessary, prior to demonstrating the system to BGPAA and the Design-Builder's A/E. All building systems shall be operational, and shall have been successfully inspected by BGPAA prior to the Design-Builder requesting Substantial Completion inspections for the project and in accordance with the Closeout Procedures as required in the Project Requirements for Project Closeout.

K. SUBSTANTIATING SYSTEM READINESS

1. The Design-Builder shall provide one copy of each System Readiness Checklist to BGPAA at the same time the Submittal Package is issued to the Design-Builder's A/E for review. The CxM and BGPAA will review the documents within the same time frame as the Design-Builder's A/E and issue Commissioning Review Comments to the Design-Builder for incorporation.
2. The Design-Builder responsible for each piece of equipment or system to be commissioned shall complete each item on the Checklist as the equipment/system installation is completed. When completed by the Design-Builder, the System Readiness Checklist will be forwarded to BGPAA.
3. As the individual System Readiness Checklists are completed and forwarded to the Design-Builder, the Design-Builder Commissioning Coordinator will review the completed checklists with the associated Installation Design-Builder and verify that all items have been properly completed. When verification is complete the Commissioning Coordinator will sign-off on the checklist and forward the completed and verified forms to the Design-Builder's A/E and BGPAA for review and CxM approval.

4. The CxL will manage the System Readiness Checklist status to insure all the required forms are completed.
5. The CxL will maintain a file of all completed System Readiness Checklists for use during the Functional Performance Testing of the associated equipment/system and for inclusion in the Final Commissioning Report.

L. FUNCTIONAL PERFORMANCE TESTING

1. The Design-Builder will develop and issue Functional Performance Test Procedures for each piece of equipment or system to be commissioned. The Design-Builder shall perform the Functional Performance Test Procedures observed by BGPAA and the Design-Builder's Commissioning Coordinator.
2. The Design-Builder shall provide personnel and equipment to perform the Functional Performance Test Procedures. This includes any Specialty subcontractors (TAB CM, Controls CM, Manufacturers Reps, Vendors, Consultants, etc.) as required by the CxM and the Design-Builder's Cx Coordinator.
3. The following requirements must be met before the Functional Performance Test Process will begin:
 - a. All equipment/systems to be commissioned have had start-up procedures completed.
 - b. System Readiness Checklists and Test Reports are completed, signed and submitted to the Design-Builder's A/E and BGPAA.
4. Notify all personnel on the project site prior to any start-up or testing which may create a hazardous or dangerous condition. Coordinate with other trades.
5. Initiate, develop, and document functional performance test procedures. Include functional performance test procedures data sheets for each system or equipment. Determine actual system performance and compliance with the design. Personnel experience in the technical aspects of each system to be commissioned shall be engaged.
6. Test procedures shall fully describe system configuration and steps required for each test and be appropriately documented so that another party can repeat the tests with virtually identical results.
7. Functional test procedures must confirm the performance of systems. Comply with the requirements of the Contract Documents. The functional test shall meet the design intent and applicable code under which the project was permitted. When a system is accepted, the CxM must be assured that the system is complete, works as intended, is correctly documented, and that the required training in operation and maintenance of the system is accomplished per the Contract's requirements.
8. The mechanical equipment requires integral safety devices to stop/prevent equipment operation unless minimum safety standards or conditions are met. This shall include adequate oil pressure, proof-of-flow, non-freezing conditions, and maximum head pressure. Functional performance test procedures shall demonstrate the actual performance of safety shutoffs in real or closely simulated conditions of failure.

M. DEFERRED TESTING

Deferred testing may be required to address seasonal conditions that may prohibit a required test, or to accommodate changes in the project schedule. All such changes shall be coordinated with the Construction schedule monthly updates and submitted for BGPAA's review and approval.

N. SUBMITTALS

1. CxC Qualifications Submittal: The Design-Builder shall submit each CxC and CxL resume and sample documents in a timely fashion to BGPAA for approval; which shall include the following:
 - a. Education and technical training
 - b. Present employment
 - c. Company name and address
 - d. Present title and job description
 - e. History of employment (include dates and positions held)
 - f. Relevant work experience
 - g. Job name
 - h. Position held
 - i. Work history (include dates and positions held)
 - j. Example of prior building commissioning project performed by the proposed CxL
 - k. Submitted project shall be similar in commissioning scope and complexity
 - l. Include test procedures developed by proposed CxL
2. Test Checklists and Report Forms: CxL shall submit sample checklists and forms to Design-Builder's Quality-Control Manager and CxT, and subcontractors for review and comment. Submit three copies of each checklist and report form.
3. The Design-Builder shall provide the Submittal Schedule to BGPAA per the requirements of the Submittals PR. Prior to submission to BGPAA, the Design-Builder shall indicate on the submittal schedule which submittals are "Commissioning Related" for review and approval.
4. The Design-Builder shall submit all Commissioning Outlines and Plans to BGPAA for review and approval per the plan submission requirements identified elsewhere in this PR and the Scope of Work.
5. The Design-Builder shall provide one copy of each commissioning related Submittal Package and Operation and Maintenance (O&M) Manual to BGPAA at the same time the Submittal Package is issued to the Design-Builder's A/E for review. See the Project Submittals and the Project Closeout PRs for requirements. BGPAA will review the documents within the same time frame as the Design-Builder's A/E and issue Commissioning Review Comments to the Design-Builder for revision.

O. REPORTING AND DOCUMENTATION

1. Certificate of Readiness: Certificate of Readiness shall be signed by Design-Builder, subcontractor(s) performing the installation, vendor(s), and CxL certifying that systems, subsystems, equipment, and associated controls are ready for testing. Completed test checklists signed by the responsible parties shall accompany this certificate.
2. Test and Inspection Reports: CxL shall record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application shall be included with data. CxL shall compile test and inspection reports and test and inspection certificates and submit to BGPAA for CxM review and approval.
3. Corrective Action Documents: CxL shall document corrective action taken for systems and equipment that fail tests. Include required modifications to systems and equipment and revisions to test procedures, if any. Retest systems and equipment requiring corrective action and document retest results.
4. Issues Log and Report: CxL shall prepare and maintain an electronic (Microsoft excel compatible) issues log that describes design, installation, and performance issues that are at variance with the OPR, BoD, and Contract Documents. Identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.
 - a. Creating an Issues Log Entry:
 1. Identify the issue with unique numeric or alphanumeric identifier by which the issue may be tracked.
 2. Assign a descriptive title, date and time of the issue, and person documenting issue for tracking.
 3. Identify test number of test being performed at the time of the observation, if applicable, for cross-reference.
 4. Identify system, subsystem, and equipment, and location to which the issue applies.
 5. Include any information that may be helpful in diagnosing or evaluating the issue, and note recommended corrective action, identifying Cx team member responsible for corrective action and expected date of correction.
 - b. Documenting Issue Resolution:
 1. Log date correction is completed or the issue is resolved, identifying the person documenting the resolution.
 2. Describe corrective action or resolution taken. Include description of diagnostic steps taken to determine root cause of the issue, if any.
 3. Identify changes to the OPR, BoD, or Contract Documents that may require action.
 4. State that correction was completed and system, subsystem, and equipment are ready for retest, if applicable.
 5. Identify person(s) who corrected or resolved the issue.

- c. Issues Log Report: On a periodic basis, but not less than for each commissioning team meeting, CxL shall submit a written narrative for CxM review of outstanding issues and a status update of the issues log. As a minimum, CxL shall include the following information in the issues log and expand it in the narrative:
1. Issue number and title.
 2. Date of the identification of the issue.
 3. Name of the commissioning team member assigned responsibility for resolution.
 4. Expected date of correction.
 5. Commissioning Report: CxL shall submit to BGPAA results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment to for CxM review. The commissioning report shall indicate whether systems, subsystems, and equipment have been completed and are performing according to the OPR, BoD, and Contract Documents. The commissioning report shall include the following:
 - i. Lists and explanations of substitutions; compromises; variances in the OPR, BoD, and Contract Documents; record of conditions; and, if appropriate, recommendations for resolution. This report shall be used to evaluate systems, subsystems, and equipment, and shall serve as a future reference document during BGPAA's occupancy and operation. It shall describe components and performance that exceed requirements of the OPR, BoD, and Contract Documents, and those that do not meet requirements of the OPR, BoD, and Contract Documents. It may also include a recommendation for accepting or rejecting systems, subsystems, and equipment.
 - ii. OPR and BoD documentation.
 - iii. CxL Commissioning plan.
 - iv. Testing plans and reports.
 - v. Corrective modification documentation.
 - vi. Issues log.
 - vii. Completed test checklists.
 - viii. Listing of off-season test(s) not performed and a schedule for their completion.
 6. Product Failure (Due to Manufacturer Defect).

If 10% (or three, whichever is greater) of identical pieces of equipment fail to perform to the Contract Documents (mechanically or substantively) due to a manufacturing defect, not allowing it to meet its submitted performance specification, all identical units may be considered unacceptable by BGPAA. In such case, the Design-Builder shall provide the BGPAA with the following:

 - i. Within one week of notification from BGPAA, the Design-Builder or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to BGPAA within two weeks of the original notice.

- ii. Within two weeks of the original notification, the Design-Builder or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc., and all proposed solutions. The proposed solutions shall not significantly exceed the specification requirements of the original Installing.
- iii. BGPAA will determine whether a replacement of all identical units or a repair is acceptable.
- iv. Two examples, where applicable, of the proposed solution shall be installed by the Design-Builder, and BGPAA, shall be allowed to test the installation for up to one week, upon which BGPAA, will decide whether to accept the solution.
- v. Upon acceptance, the Design-Builder and/or manufacturer shall replace or repair all identical items, at their expense. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.

P. DEMONSTRATION AND DESIGN-BUILDER PROVIDED TRAINING

1. This section includes administrative and procedural requirements for providing demonstrations and training to BGPAA and tenant personnel, including the following:
 - a. Demonstration of operation of systems, subsystems, and equipment.
 - b. Development of training programs that will identify skills and knowledge necessary to safely and efficiently operate, adjust, and maintain the Project.
 - c. Training in operation, adjustment, and maintenance of products, equipment, and systems.
2. The Design-Builder shall provide and include in its Commissioning Plan training coordination, scheduling of Subcontractors, and ensure that training is completed. Develop an instruction program that includes individual training modules for each system, subsystem, and equipment as provided herein.
3. All training shall be coordinated through BGPAA with the CxM. Repeat training sessions shall be provided for operation and maintenance shift workers.
4. Training may not occur before performance testing is complete except at the discretion of BGPAA's CxM where required by the facility operators to assist the Design-Builder in the performance testing.
5. Training Preparation Conference: Before operation and maintenance training, CxL shall convene training preparation conferences to include BGPAA's operation and maintenance personnel, Design-Builder, and subcontractors. In addition to requirements specified, perform the following:
 - a. Review the Basis of Design
 - b. Review installed systems, subsystems, and equipment.
 - c. Review instructor qualifications.
 - d. Review instructional methods and procedures.
 - e. Review training module outlines and contents.
 - f. Review course materials (including operation and maintenance manuals).
 - g. Inspect and discuss locations and other facilities required for instruction.
 - h. Review and finalize training schedule and verify availability of educational materials, instructors, A/V equipment, and facilities needed to avoid delays.

- i. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.
6. All demonstration, training, and instructional sessions will be monitored and approved by BGPAA. Any session or portion thereof deemed unsatisfactory, based on evaluation of the training shall be repeated by the manufacturer or manufacturer's representative at no additional cost to BGPAA.
7. When deemed appropriate by BGPAA, field instruction to BGPAA and/or tenant personnel designated to receive training may be acceptable as a training session. The instruction shall be provided by a field service technician qualified to perform corrective or preventive maintenance, troubleshooting, or related field services.
8. Training shall be conducted so that home study will not be required. The training shall include courses, which combine classroom and field hands-on training that is structured and scheduled to facilitate trainee comprehension of the subject material. Courses shall be continuous, and the field training shall immediately follow the classroom instruction.
9. Video Recording of the training sessions shall be provided by the Design-Builder and added to the O&M manuals. Video shall meet or exceed the industry standard of quality. In addition, factory training high definition videos/DVD identifying key troubleshooting, repair, service and/or replacement techniques shall be provided by the Design-Builder and reviewed with BGPAA.
10. BGPAA reserves the right to videotape any and all training materials and presentations, except for proprietary material, and retain all rights for usage of such recorded material to train.
11. Refer to the Contact Documents for specific requirements for demonstration, training, and instruction of operation adjustment, and maintenance of products, equipment, and systems.

Q. Development and Training Program

1. With the exception of safety and overview training, training shall be divided into separate categories for operations training and maintenance training with maintenance training further broken down to specific crafts.
2. No actual operations training of a piece of equipment will be permitted until the equipment is properly installed and is operational.
3. Operations training shall be a prerequisite to the beneficial use of the facility or any portion thereof and shall be completed a minimum of one week prior to substantial completion being requested by the Design-Builder.
4. Maintenance training shall occur after and within 30 days of the substantial completion and in accordance with the Design-Builder's BGPAA approved Commissioning Plan, Closeout Plan and schedule.

R. Training and Program Submittals

1. The Design-Builder shall provide the training submittals in the following order for review and approval by BGPAA.
 - a. First Draft in accordance with the Design-Builder's Commissioning Plan and Closeout Plan and schedule as approved by BGPAA and at least 60 days prior to proposed instruction date.
 - b. Final Draft in accordance with the Design-Builder's Commissioning Plan and Closeout Plan and schedule as approved by BGPAA and at least 30 days prior to proposed instruction date.
2. The "First Draft" of the training material shall, as a minimum, contain the following:
 - a. Instructional text that details the specific topics of training for the system. These topics are detailed below. All text must be complete. Incomplete sections, paragraphs, etc., shall not be acceptable.
 - b. Power Point, Media Player, and any other type of visual training aid that will be used in conjunction with the training plan.
 - c. Reference materials as detailed in the lesson plan (e.g. handout, manufacturer catalogues, brochures, and pamphlets). All material shall be reviewed by BGPAA to determine applicability and functionality. Reference materials that do not pass this review shall be modified and resubmitted within two weeks for approval.
 - d. No actual classroom or field training shall be scheduled unless this material is approved.
 - e. The Design-Builder shall not proceed to the "Final Draft" stage of training material until BGPAA has approved the "First Draft".
 - f. With the final draft of the training material, the Design-Builder shall submit a Training Agenda that provides the following information:
 - g. Company name, address, and telephone number(s) for the vendor.
 - h. Name and telephone number(s) of the vendor training representative.
 - i. Duration of class (total hours).
 - j. Breakdown of class and duration in hours of each training activity.
 - k. Target audience (e.g. operators, maintenance personnel, etc.).
 - l. Audiovisual requirements.
3. After the Design-Builder has received approval of the "Final Draft" of the training material and the training agenda from BGPAA, only then can the actual training be scheduled. Design-Builder shall submit his proposed training schedule to BGPAA for approval. The proposed training schedule shall be submitted in accordance with the Design-Builder's Commissioning Plan, Closeout Plan and schedule as approved by BGPAA and at a minimum of sixty (60) calendar days prior to the start of the training. If the proposed training schedule is approved, then it becomes the final training schedule.
4. Any compensation that is paid to BGPAA personnel as a result of cancellation of classes that begin more than 30 minutes after the scheduled start time shall be reimbursed to BGPAA by the Design-Builder. An exception is when a class is canceled or delayed due to actions by BGPAA. BGPAA will monitor the starting times of scheduled classes.
5. The scheduling, content and duration of training programs has to be coordinated with the Design-Builder's BGPAA approved Commissioning plan and the Design-Builder's Closeout plan and subject to BGPAA's approval.

6. The review of the training material does not constitute its approval unless specifically stated so. The training material submittal shall contain, but not be limited to, the following:
 - a. Sufficient background information on each instructor for various sessions shall be provided to allow evaluation of the proposed instructor's qualifications and his capability of training the specific discipline.
 - b. At the completion of the training, the Design-Builder shall forward to BGPAA one complete electronic set of training materials and support material for each defined training category.

S. Demonstration

1. In accordance with the Design-Builder's Commissioning Plan, Closeout Plan and schedule as approved by BGPAA and at least four weeks prior to date of substantial completion, submit for BGPAA's approval, a proposed outline of demonstration program including a schedule of proposed dates, times, length. Demonstration shall include the following procedures:
 - a. Start-up
 - b. Shutdown
 - c. Emergency Operations
 - d. Noise and vibration adjustments
 - e. Safety procedures
 - f. Economy and efficiency adjustments
 - g. Effective energy utilization
2. Demonstrate products, systems, and equipment to BGPAA-specified personnel two weeks prior to substantial completion.
3. For each demonstration submit list of participants in attendance.
4. Provide two copies of high definition and professionally edited video on DVD of each demonstration and instructions session.
5. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
6. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
7. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
8. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

T. Operational Training

1. Manufacturer supplied (vendor) equipment training for all major equipment and subsystems shall be provided for the end users.
2. The VENDOR training shall be provided by qualified instructors of the equipment manufacturers, i.e.: equipment field startup technician or their representative, as approved by BGPAA and may include both on and off-site training venues. Generally, manufacturer sales representatives will not be acceptable.
3. Classroom training shall be structured to develop a basic understanding of the design, function, and capabilities of the equipment and the interrelationship with the process. In addition, routine operational and preventive maintenance, safety considerations, responses to abnormalities and startup, shutdown, and troubleshooting will be covered. Field training shall be scheduled to commence immediately following the classroom training and shall stress hands-on, performance-based application of the classroom training.
4. Equipment shall be started and relevant systems and components shall be demonstrated.
5. Training schedule: The Design-Builder shall provide an operation and maintenance training schedule to be conducted immediately following vendor equipment startup of the equipment.
6. The scheduling, content and duration of training programs has to be coordinated with the Design-Builder's Commissioning Plan and the Design-Builder's Closeout Plan and subject to BGPAA's approval.

U. Maintenance Training

1. The maintenance training shall include the function, adjustment, repair, and replacement of all components related to the trainee's trade. Safety aspects shall also be stressed.
2. The training shall include the following:
 - a. Preventive and corrective maintenance procedures, including replacement of parts; lubrication quantities, types, frequencies, and application points; and an estimate of time to perform such procedures.
 - b. Special tools, techniques, or procedures required for either preventive or corrective maintenance of equipment, or its auxiliary or support systems.
 - c. Procedures to perform adjustments required for alignment, wear, and calibration for all preventive and corrective maintenance, and an estimate of time required performing such procedures.
 - d. Assembly and disassembly procedures, including parts lists required for appropriate preventive and/or corrective maintenance.
 - e. Maintenance, overhauls, troubleshooting of equipment, and auxiliary or support systems.
 - f. Models, "exploded" views, and/or audiovisual materials shall be used for this training. These materials shall be turned over to BGPAA upon completion of training.
3. Hands-on field training shall be provided, subject to the approval of BGPAA.
4. The scheduling, content and duration of training programs has to be coordinated with the Design-Builder's Commissioning Plan and the Design-Builder's Closeout Plan and subject to BGPAA's approval.

END OF THIS PR

**PROJECT REQUIREMENT
PR-26 – PROJECT CLOSE OUT****A. GENERAL**

The purpose of this project requirement is to provide clear direction of the requirements for the completion and closeout of the contract. To allow for a timely closeout process and ensure compliance with the administrative and contract closure requirements described in this Project Requirement. The Design-Builder shall produce and submit a five-stage Closeout Plan for review and approval by BGPAA. The plan shall incorporate the minimum requirements specified for each of the five stages as provided in Section C herein. Completion of each stage by the Design-Builder is a requirement for proceeding to the next stage.

B. PRE-SUBSTANTIAL COMPLETION REQUIREMENTS

In order to facilitate the preparation, scheduling and planning of all activities associated with Project Closeout, all submittals and activities specified below shall be completed prior to the Design-Builder submitting a Notice of Substantial Completion.

1. All Work of the contract shall be substantially completed in conformance with the Contract Documents and inspected and verified by the Design-Builder's Quality Control Manager.
2. Operating building systems and equipment must have been taken through start-up and sequence of operations procedures per the Commissioning Plan as required in the Commissioning Project Requirements.
3. The Design-Builder shall submit maintenance and operations manuals for preliminary review by BGPAA a minimum of 30 days prior to submitting Notice of Substantial Completion.
4. Testing and balancing of mechanical systems and testing of electrical, alarm and communications systems must be complete.
5. Certification of Life Safety systems and equipment must be complete.
6. Each unit of the Conveyance Systems must be inspected, tested and certified.
7. Design-Builder shall submit a required two-week advance notice of Request for Inspection for Substantial Completion.
8. All operating systems must have been maintained by Design-Builder in continuous operation for a minimum of two weeks in accordance with the Commissioning Plan and as required in the Commissioning Project Requirements.
9. The Design-Builder shall have obtained at least a Temporary Certificate of Occupancy from Burbank Building Department.
10. Design-Builder shall remove uninstalled building materials and tools from the building and project site to the designated staging area and the building shall be broom cleaned.
11. The Design-Builder shall remove construction mock-ups from the project site.
12. The Design-Builder shall ensure all training of BGPAA operations and maintenance personnel has been completed in accordance with the Project Requirements for Demonstration and Training prior to turning over any portion of the Work under any condition.

(See PR-25 Project Commissioning and Training)

- a. Operations training shall be a prerequisite to the beneficial use of the facility or any portion thereof and shall be completed a minimum of one week prior to the beneficial use or Substantial Completion.
- b. Maintenance training shall occur 30 days prior to beneficial use or Substantial Completion and in accordance with the Design-Builder's BGPAA approved Commissioning Plan, Closeout Plan and schedule.

C. **FIVE (5) STAGE CLOSEOUT REQUIREMENTS**

STAGE ONE – CONSTRUCTION COMPLETION

1. When the Design-Builder considers that the Work is substantially complete and has completed all quality control tests and inspections, the Design-Builder shall notify BGPAA that the Work is completed in accordance with the contract documents and quality requirements and is ready for inspection utilizing a Notice of Substantial Completion.
2. The Design-Builder shall include with its Notice of Substantial Completion a list of minor items (Design-Builder's punch list) to be completed or corrected that would not affect beneficial use. This list shall be generated by the Design-Builder and shall ensure completion of the Work necessary to accomplish Substantial Completion prior to scheduling the Substantial Completion Inspection for their design professionals and BGPAA. The Design-Builder's QC Manager or designated representatives shall independently verify and confirm that the Work is installed per the project's quality requirements and that it is ready for the Substantial Completion Inspection. Refer to the Quality Control PR for requirements.
3. The Design-Builder shall submit the listing of minor items to be completed or corrected in an electronic format approved by BGPAA. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Design-Builder that are outside limits of construction.
 - a. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, unless otherwise acceptable to BGPAA.
 - b. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - c. In addition to the information required to identify location of punch list items, responsible parties, and proposed action, include following information in the punch list software and at the top of each printable page:
 1. Project name
 2. Date
 3. Name of Designer, Architect, or Engineer
 4. Name of Design-Builder's responsible party for the Work
 5. Page number

4. Design-Builder shall complete Final Cleaning per the Project Requirements.
- a. Materials: Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - b. Use cleaning products that that comply with the California Code of Regulations maximum allowable VOC levels.
 - c. Final Cleaning
 1. General: Design-Builder is required to provide general cleaning during construction and provide final cleaning as follows in this section Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Those include Air Quality Management District (AQMD) and State Water Resources Control Board (SWRCB) and other areas as required. Also refer to the Project Requirements for Environmental Mitigation and Special Construction.
 2. Cleaning: The Design-Builder shall employ experienced Workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in a commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 3. The Design-Builder shall complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project:
 - a. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
 - b. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including hardscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - c. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - e. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt- free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dirt from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Clean floors made of tile, VCT, stone or epoxy in accordance with the manufacturer's recommendations.

- i. Sweep concrete floors broom clean in unoccupied spaces.
- j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- l. Remove labels that are not permanent.
- m. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- n. Remove paint over "UL" and similar labels, including mechanical and electrical nameplates. Replace label if damaged from cleaning.
- o. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- p. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- q. Replace disposable air filters and install clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grilles.
- r. Clean ducts, blowers, and coils.
- s. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- t. Leave Project clean and ready for occupancy.

STAGE TWO – SUBSTANTIAL COMPLETION

1. Substantial Completion Inspection

- a. Upon receipt of Design-Builder's Notice of Substantial Completion, BGPAA will either proceed with the inspection or advise the Design-Builder of unfulfilled requirements. The Substantial Completion Inspection will only be performed for the project as a whole unless otherwise directed by BGPAA.
- b. When the project is deemed ready for the Substantial Completion inspection, BGPAA will inspect the completed Work and generate a punch list of incomplete items and items requiring correction.
- c. If the BGPAA inspection yields only minor items requiring completion or correction, BGPAA will prepare a notification that the Design-Builder has achieved Substantial Completion or will notify the Design-Builder of items (punch list), identified by BGPAA that must be completed or corrected before Notice of Substantial Completion will be issued.

- d. Should additional re-inspections be required, BGPAA will make one (1) repeat inspection for which the Design-Builder shall reimburse BGPAA for its time spent in conducting additional re-inspections at rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of BGPAA's personnel engaged on Project and portion of costs of mandatory and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.
- e. The Design-Builder shall immediately begin correction and completion of the items contained on BGPAA punch list and when completed. When completed, the Design-Builder shall request that BGPAA verify the completion of those items so as to not impact the construction schedule. This process shall be repeated until BGPAA determines that the Work is complete in accordance with the Contract Documents.
- f. If BGPAA's verification either reveals that items have been completed or that only a limited number of items remain to be completed, BGPAA may issue a Certificate of Substantial Completion. However, if BGPAA's verification reveals that a substantial number of items remain to be completed or corrected the Design-Builder will be directed to complete those items at no schedule or cost impact to BGPAA and will be subject to liquidated damages until Substantial Completion is verified and approved.
- g. A Certificate of Substantial Completion shall not be issued until BGPAA receives evidence of satisfactory completion of Commissioning requirements specified in the Commissioning Project Requirements.

2. Partial Occupancy or Use

- a. BGPAA shall have the right to take early beneficial possession of and to use any completed or partially completed Phase or portion of the Work, even if Substantial Completion of the Work has not occurred and even if the Work has not been finally accepted. Such beneficial possession and early occupancy shall not constitute Substantial Completion of such portions of the Work nor affect BGPAA's right to assess liquidated damages as provided in the Contract Documents.
- b. If BGPAA elects to take possession of and to use any completed or partially completed portions of the Work prior to Substantial Completion, an inspection shall be made by the Design-Builder and BGPAA. Based upon such inspection, BGPAA will attempt to list all incomplete Work items observed, and shall provide the Design-Builder with such list. However, the absence of an item from the list shall not relieve the Design-Builder of responsibility to perform all of the Work. Any and all areas so occupied will be subject to a final inspection when the Design-Builder complies with the Final Inspection requirements.

- c. At the time of such inspection, the parties shall also negotiate the responsibilities of BGPAA and the Design-Builder for security, operations, maintenance, heating and cooling, utilities, property insurance premiums, and damage to the Work. These negotiations are subject to the final approval of BGPAA.
- d. In the event the Design-Builder believes there will be an additional cost associated with completion of the Work while BGPAA occupies the Work in whole or in part under this Section, the Design-Builder shall advise BGPAA by Contractor Potential Change Notice (CPCN) followed by a Contractor Change Request (CCR) of all such costs at or before the time of such inspection. If the Design-Builder fails or refuses to furnish such cost information, or fails or refuses to comply with the Design-Builder Change Request procedure, the Design-Builder shall be deemed to have waived any and all rights to assert any Claim therefore at any time thereafter.
- e. If BGPAA's need to occupy the Work prior to such time as the Work is complete is caused by the Design-Builder's failure to complete the Work within the stipulated Period of Performance, the Design-Builder shall bear any and all additional costs associated with completing the Work.

STAGE THREE – FINAL COMPLETION

1. Upon issuance of a Certificate of Substantial Completion, the Design-Builder shall complete any minor punch list items remaining after the issuance of the Certificate of Substantial Completion at which time the Design-Builder shall notify BGPAA for Final Inspection of the Work.
2. The Design-Builder will notify BGPAA to perform complete building and project site final meter readings for utilities, a measured record of stored fuel and any other similar data required.
3. The Design-Builder shall submit all record documents associated with the Project in accordance with the Project Requirement for Project Record Documents.
4. Design-Builder shall submit final maintenance and operations manuals, final project photographs (see Project Requirement for Photographic Documentation), damage or settlement surveys (as required), property survey and similar final record information.
5. The Design-Builder shall submit specific approved warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
6. The Design-Builder shall submit releases required from any BGPAA jurisdiction having authority over unrestricted use of the Work including access to services, utilities, operating permits, occupancy permits, etc. as may apply.
7. The Design-Builder shall submit As-Built Drawings, BIM model and Specifications for BGPAA review. (See Project Requirement for Virtual Design and Construction, Building Information Model)

8. The Design-Builder shall submit final "Approved" submittals and shop drawings of Record Documents.
9. The Design-Builder shall deliver tools, spare parts, extra stock and similar items as required by the Contract Documents to BGPAA.
10. The Design-Builder shall deliver miscellaneous equipment, cabinets, panels, keys, etc. to BGPAA.
11. The Design-Builder shall request changeover of any remaining insurance coverage to BGPAA as required for continuing coverage of the Work for the project.
12. The Design-Builder shall deliver inventory of all items purchased by BGPAA under the project.
13. The Design-Builder shall provide additional cleaning associated with the performance of punch list work, warranty work, demobilization and any other activity performed by the Design-Builder after Final Cleaning.
14. Design-Builder discontinues and/or relocates temporary facilities (except any construction offices as agreed upon by BGPAA) and final construction trailer meter readings.
15. The Design-Builder shall engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report and submit to BGPAA.
16. The Design-Builder shall replace burned-out bulbs and LED modules, and those noticeably dimmed by hours of use, and defective and noisy starters in lighting fixtures to comply with requirements for new fixtures.
17. The Design-Builder shall replace parts subject to unusual operating conditions.
18. The Design-Builder shall replace burned-out bulbs and LED modules, and those noticeably dimmed by hours of use, and defective and noisy starters in lighting fixtures to comply with requirements for new fixtures.
19. The Design-Builder shall replace parts subject to unusual operating conditions.
20. The Design-Builder shall comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on BGPAA's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
21. The Design-Builder shall confirm by snaking or piping camera that the new and existing underground sanitary and storm drain pipes are clean of construction debris under the building and on site until a connection of a significantly larger pipe.

STAGE FOUR – FINAL ACCEPTANCE

1. Upon notification from the Design-Builder that Final Completion has been accomplished, BGPAA shall complete a verification of each item contained on BGPAA's punch list.
2. Upon verification by BGPAA of satisfactory completion of all outstanding punch list items, BGPAA will issue a Certificate of Final Acceptance.
3. BGPAA shall file the Notice of Final Completion and Acceptance of Public Works Project with the County Recorder's Office.

STAGE FIVE – RELEASE OF RETENTION

1. The Design-Builder shall submit a final Application for Payment according to the Contract's Payment Procedures.
2. The Design-Builder shall provide final release on contract.
3. The Design-Builder shall submit a certified copy of BGPAA's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by BGPAA. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
4. The Design-Builder shall submit evidence of final, continuing insurance coverage complying with insurance requirements.
5. The Design-Builder shall submit pest-control final inspection report and warranty.
6. The Design-Builder shall submit the Application for Retention Release including consent of surety to release retention.

END OF THIS PR

PROJECT REQUIREMENT**PR-27 – AIRPORT OPERATIONAL READINESS AND TRANSITION (ORAT)****A. GENERAL**

1. Airport Operational Readiness and Transition (ORAT) is the concept of seamless turnover of a Project from Design-Builder to BGPAA as the Project transitions from design into a construction site and ultimately a fully operational facility in which the end- users/stakeholders are appropriately engaged. ORAT provides the tools and techniques for defining, managing, and integrating facilities, systems, people, and processes to a state of operational capability.
2. The Project's ORAT Management Team (OMT) will plan, develop, execute, and oversee operational readiness activities associated with the Project.
3. The Design-Builder shall collaborate with the OMT to ensure the operational readiness activities can be executed in an efficient manner by supporting ORAT as described herein.
4. The Design-Builder shall provide the PM/OMT with updates of all commissioning activities/ testing, and O&M training.
5. Design-Builder shall include the PM/OMT in all stakeholder engagement communications.

B. ORAT PROJECT REQUIREMENTS

1. Design-Builder shall engage with end-users/stakeholders, in collaboration with the PM and the OMT and shall regularly and formally conduct end-users/stakeholder outreach efforts (workshops, document reviews, site visits, etc.) throughout all stages of the Project.
2. Design-Builder shall ensure that their Baseline Schedule and Monthly Schedule updates allow ample time for execution of ORAT activities prior to Substantial/Final Completion and Project Closeout, including Familiarization/Induction/Training/Commissioning observations by end users, basic and integrated operational trials, mobilization and move, opening events, and other activities deemed necessary by the PM and BGPAA.
3. The OMT shall develop a Schedule of ORAT activities based on the Project Schedule Milestones. Such schedule shall adjust any Project milestones change. collaborate with the Design-Builder to identify each ORAT activity, deliverable, and milestone in the ORAT Schedule. Submittals (Baseline Schedule, Monthly Schedule Updates, etc.).
4. Design-Builder will work with the OMT to identify opportunities during construction to permit end-user familiarization of the new facility. ORAT will not impact work efforts/schedule while conducting familiarization tours and will comply with the Design-Builder's Safety Plan.
5. Design-Builder shall work with the OMT to identify and coordinate the scheduling, content, and duration of training programs within its Commissioning Plan for BGPAA PM's review and approval.

6. Design-Builder shall collaborate and coordinate with the PM and OMT on all, commissioning, familiarization/induction/training; and trialing activity schedules to ensure that end users/stakeholders are afforded adequate time to receive the training and conduct trials.
7. Design-Builder shall collaborate with the OMT/BGPAA on Training schedules. Training may need to be conducted on a shift basis (day, night, weekends) to avoid impacts to stakeholder operations.
8. Design-Builder shall describe types of training to be provided. i.e., Classroom, On-Line and Manufacturer on-site facility training. All training shall be video taped for future and recurrent training by the Stakeholders. All Training Video-tapes shall be considered a Design-Builder Deliverable.
9. Design-Builder shall make available opportunities for End Users to witness Commissioning of systems/equipment/facilities. Such opportunities shall be considered Training opportunities for the end users. Such opportunities shall be communicated with a minimum of a two week notice to BGPAA/OMT in advance of the Commissioning date.
10. Design-Builder shall provide necessary support, for the implementation of Operational Trials. These Trials will be basic and fully integrated for services, operations, and functions to be performed by the facility's end-users and Operations & Maintenance (O&M) groups, and other stakeholders as required.
11. Design-Builder shall collaborate with the OMT to identify areas available for conducting operational trials. The OMT will work with the Design-Builder to align the Trials schedule with the Project Master Schedule to allow for the appropriate and timely implementation of the trials.
12. Design-Builder shall provide all required resources (barricades, lighting, power, drawings, staff, etc.) to plan for and support the operational integrated trials.
13. Design-Builder shall participate and provide appropriate input in pre-trial, trial, and post- trial debriefs. All equipment/systems deficiencies to specifications identified through the Trial debriefs shall be corrected by the Design-Builder.
14. Design-Builder shall facilitate and participate in Opening Scenarios for different operations and contingency situations that may be required by the operational needs of the facility including a possible phased opening approach.

END OF THIS PR

EXHIBIT I
Project Definition Manual

(attached)

EXHIBIT I

(RFP E22-03 ATTACHMENT C-4)

BGPAA DESIGN-BUILD PROJECT DEFINITION MANUAL

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PROJECT DEFINITION MANUAL
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Introduction

Project Overview

Since opening in 1930, the Hollywood Burbank Airport (Airport and/or BUR) has been beloved by its passengers. As flying has now become an everyday means of travel, the Airport has been heralded for making the experience “hassle-free.” The straightforward linear layout of 14 gates across two concourses provides easy accessibility and intuitive wayfinding from curbside to takeoff. The Airport stands as a convenient gateway to the Los Angeles region and leaves everyone from leisure to business travelers with a good first and last impression.

The existing Terminal Building at BUR is limited in size, aged, and lacks many of the modern features and amenities experienced passengers have become accustomed to at other Airport Terminals. The Terminal Building also is located closer to the runway system than now desired by Federal Aviation Administration standards. As a result, a new Replacement Passenger Terminal (RPT) and associated support facility development (RPT Project) is being pursued to alleviate these existing deficiencies while accommodating no more than the existing 14 gates of the current Terminal Building. The RPT The Burbank-Glendale-Pasadena Airport Authority (BGPAA or Authority) and the City of Burbank negotiated the parameters for the development of a new Replacement Passenger Terminal Building at BUR and required that the development be approved by the voting public. Community approval of the was sought and successfully endorsed.

An Environmental Impact Statement was produced and recommended the site in the Northeast Quadrant (NEQ) of the Airfield as the preferred site for the RPT and the associated support facilities. The NEQ Site (also referred to as the Adjacent Site) is irregularly shaped and limited in size but must accommodate the RPT and the associated support facilities including, roadways, aircraft aprons, service roads, public auto parking, employee auto parking, an Airline Cargo Building and a GSE/Terminal Maintenance Building and a future ARFF Facility.

The BGPAA looks to preserve the cherished qualities of the existing Airport while incorporating new innovative, sustainable, and community-driven engagement and ideas throughout the design process.

Measure B / Development Agreement

Community endorsement of the Replacement Terminal Building and related support development was confirmed after Burbank voters passed Measure B in November 2016 with 70% approval. A Development Agreement (DA) was negotiated that documented the limitations, requirements, and other conditions of approval for the development of the Replacement Passenger Terminal (RPT). The passage of Measure B and the associated DA with the City of Burbank enabled the Authority to proceed with the RPT project under the following stipulations:

1. **CEQA Compliance – Mitigation Monitoring Plan**
2. **Modification To Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property; (DA Exhibit D)**
3. **Public Utilities Code Section 21661.6(e) Land Use Plan Amendments (Adjacent Property and A-1 North); (DA Exhibit E)**
4. **Planned Development Zone Amendments (Lot A and A-1 North); (DA Exhibit F)**

5. **Conditions of Approval (CoA); (DA Exhibit G); Note: not all the 236 CoA are the responsibility of the Design-Builder (DB) team. A responsibility matrix (DB and/or Authority) is included as Section 7 of this manual.**
6. **Alternative Development Review Method and Design Requirements; (DA Section 4.7 and Exhibit H).**
7. **Project Design Features; (DA Exhibit I)**

Purpose of the Document

This Project Definition Manual (PDM) describes the site constraints, performance criteria and potential design challenges for the RPT Project within an area located in the Northeast Quadrant (NEQ) of the Airport. The Project follows the directives and restrictions put forward under the DA between the Authority and the City of Burbank, the Final Environmental Impact Report (FEIR) certified by the Authority, and the Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) issued by the Federal Aviation Administration (FAA). Exhibits from the DA, FEIR, FEIS/ROD and the Airport Layout Plan (ALP) are included in the PDM but do not necessarily reflect the Authority's vision for the ultimate layout and/or design of the RPT, roadways, parking structures and/or ancillary facilities. The purpose of the PDM is to provide sufficient criteria (understanding of the performance requirements and constraints) to the designers to allow them to prepare a responsive proposal inclusive of a preliminary schedule and required price commitments. The DB team will develop a Concept Design for both the RPT and related support facilities in the NEQ Site after selection and contract award. Subsequent design deliverables will include a conceptual design, Basis of Design Report (BoD), 30%, 60%, 90% and 100%. The RPT will not be in accordance with industry standard terminal planning level-of-service design criteria due to the 355,000 square feet building limitation for 14 gates. In light of the community-imposed Terminal space limitation, the RPT will be developed to provide maximum use of common use concepts to maximize utilization and facility accessibility by all future facility Airline users. The DB team will be responsible for developing design solutions to accommodate functional terminal programming elements and the defined project objectives within the constraints of the DA, FEIR and EIS/ROD. The RPT Project has been branded "Elevate BUR: get ready for an upgrade."

Scope of Work

The following elements serve as a high-level scope of work as a starting point for the development of the lump sum design fee. All facilities shall be designed in accordance with the Authority's environmental sustainability objectives attaining the highest, cost-feasible levels of sustainability (CALGreen, LEED, WELL, Envision, etc.).

On Adjacent Property

1. 14 Gate Passenger Terminal - 355,000 square feet
2. New Air Cargo Building – 8,000 square feet
3. New Ground Service Equipment /Terminal Maintenance Building – 8,000 square feet
4. Construction of new loop road
5. (Automobile) Parking
 - a. New Structure – 3,180 passenger vehicle spaces with Valet Center
 - b. New Employee surface parking lot 600 spaces
6. Demolition of Existing Terminal and Parking Structure
7. Construction of new Air Operations Area (AOA) security fence.

The overall RPT Project described in the DA, FEIR, FEIS and other documents includes the additional scope items which are part of the overall Program, but not included in this RPT Project.

1. Existing Parking Reconfigurations – Total Airport provided public spaces 6,637 and Employee spaces 600
 - a. Close Lots A (will be closed to accommodate construction of RPT)
 - b. Close Lots B & E (when replacement parking is constructed and opened)
 - c. Retain Lots C, D & G
 - d. Retain and reconfigure valet parking structure and surface lot on Southeast Quadrant
2. Realignment and extensions of taxiways
3. Replacement Aircraft Rescue and Fire Fighting (ARFF)/Police/Emergency Operations Center (EOC) Building 25,000 SF
4. Reconfiguration of existing loop road on Southeast Quadrant
5. Demolition of Existing Air Cargo

RPT Goals and Objectives

BUR Vision Statement *(not listed in order of importance)*

1. The RPT complex must maintain the convenient and quick passenger experience. It must be appropriate for the next generation of air travelers but must not abandon the unique character associated with the existing Terminal Building to evoke new passenger perceptions that BUR is a unique, well-loved, and appreciated customer experience. The RPT will have an efficient and intuitive configuration, seamless transfers, fast processing, intuitive wayfinding, clarity of spaces, personalized services, natural daylighting, comfortable human-scale spaces, operational resilience, maintainability, adaptability, and flexibility.
2. BUR's aspirations are to create a RPT Site development that is deep rooted in community connections, that will consist of unique and memorable factors that have been advanced by the public Design Charrette Workshops, such as universal accessibility, open-air spaces, sense of nature, stress free spaces, recognizable amenities, aviation feel, recognizable history and landmarks, etc.
3. Efficient operations will consist of stress-free processing, reliable technology systems to serve the needs of the passengers, fast and efficient clearance procedures, seamless arrivals and departure, and travel experience overall. At the same time, the development will be capital and operating cost effective and cognizant of Airline operating programs and procedures. Safety and security measures will be priorities throughout the RPT and related support procedures.
4. Intuitive wayfinding and clarity of space will consist of a direct line of sight with no blocked views through the main arteries of the terminal. Clear and logical circulation flows with legible signage, minimal level changes for all passengers, direct line of sight to airside for plane spotting, and use of architectural features to guide passenger flow.
5. Natural lighting working together with the latest technologies should control and balance artificial lighting throughout the day, achieving minimal contrast and dark spots, to create a comfortable ambiance in which passengers can dwell. Glare shall be well-controlled and sympathetic to the qualities of the spaces that are impacted by natural light, Ultra-Violet (UV) heat gain, and glare

factors. Comfort and clean air quality shall be a primary driver for the design of spaces and shall incorporate desired indoor/outdoor landscape features and healthy humidity levels.

6. The BUR RPT complex will steer away from inhumane scale and spaces to create comfort for passengers at an appropriate human scale. The airport should consist of manageable zones to ensure safe and healthy environments and, so the passengers do not get overwhelmed, offer relaxed and flexible space, and maximize amenities (as able within the 355,000 square foot constraint) and facilities within easy reach.
7. Operational resilience should be achieved by creating and designing for redundancies in the systems, which will ensure operational continuity with efficient and quick response strategy in the event of failure while providing a safe, healthy, and secure environment. In addition, the building programming will be completed using precepts for Common Use Airline spaces to maximize utilization efficiency and accessibility.
8. Adaptability and flexibility of the RPT should be designed to allow for changing demands and future scenarios, designing for an ever-changing fleet of aircrafts within the Airplane Design Group III/Approach Category C aircraft and catering to demographic changes in the population.
9. Maintainability of the terminal will focus on ease of maintenance for facilities, systems, and building components and employ automation and technology to assist with safe, efficient, and sanitary maintenance of the building. Consider life-cycle cost in design.

California Environmental Quality Act: Final Environmental Impact Report June 2016

In compliance with Section 15124(b) of the CEQA Guidelines, the Authority was required to identify its objectives associated with the proposed project. As the project proponent, the Authority identified eleven objectives to be achieved through implementation of the proposed project. The primary objectives are to enhance airport safety by meeting state and federal airport design standards. The other objectives are related to the RPT, such as its efficiency, cost-effectiveness, and convenience, among others.

The eleven objectives (stated in the June 2016 FEIR) are to:

1. *Enhance airport safety by building a replacement passenger terminal that meet FAA airport design standards.*
2. *Build a replacement passenger terminal that meets California seismic safety design standards.*
3. *Consolidate passenger and baggage screening functions to more efficiently meet Transportation Security Administration (TSA) security requirements.*
4. *Build a replacement passenger terminal that meets Americans with Disability Act (ADA) standards.*
5. *Build a replacement passenger terminal that consolidates air passenger facilities (including passenger, tenant and Authority facilities) into a single terminal building.*
6. *Provide a new, modern, energy-efficient passenger terminal with no change in the number of gates or in the total number of public parking spaces for commercial passengers.*
7. *Provide an economical and cost-effective facility for the Airport tenants that use the passenger terminal.*
8. *Provide a passenger terminal with a level of convenience that is equivalent to or exceeds that of the existing passenger terminal.*
9. *Provide a distinctive passenger terminal that enhances the community image and sense of place.*
10. *Provide intermodal connectivity between the replacement passenger terminal and the various fixed-rail and bus options located near the Airport.*
11. *Improve the airfield to maximize the safety and efficiency of aircraft movements on the ground.*

Environmental Impact Statement: Record of Decision (ROD) May 2021

The FAA defined the purpose and need for the Preferred Alternative in the EIS as follows:

The purpose of the Proposed Project is to provide a replacement passenger terminal building that meets current FAA Airport Design Standards, passenger demand, and building requirements as well as improve utilization and operational efficiency of the passenger terminal building. The existing passenger terminal building does not meet current FAA Airport Design Standards related to runway separation and object free areas. It is also obsolete in terms of contemporary passenger terminal building design and efficient utilization standards. Further, it does not meet current building requirements or current and future passenger amenities. FAA's need is to ensure that the Airport operates in a safe manner pursuant to 49 USC § 47101(a)(1) and defined by the statutory requirement to decide whether to approve the Proposed Action as depicted on the Airport Layout Plan (ALP) developed by the Authority, pursuant to 49 USC § 47107(a)(16).

The Authority has specific objectives to meet the goal of modernizing the passenger terminal and to meet the expectations of the current and future travelling public. The Authority's objectives to meet the goal of modernizing the passenger terminal building and to meet the expectations of the current and future travelling public are to:

- *Have a replacement passenger terminal building that meets Americans with Disabilities Act standards, as well as the latest seismic (earthquake) design requirements of the California Building Code (California Code of Regulations, Title 24, Chapter 16).*
- *Have a replacement passenger terminal building that consolidates air facilities (including passenger, tenant, and Authority facilities) into a single passenger terminal building.*
- *Provide an energy-efficient passenger terminal building with the same number of aircraft gates and the same number of public parking spaces as the existing facilities for commercial passengers.*
- *Maintain intermodal connectivity between the replacement passenger terminal building and the various surface transit options located near the Airport.*

Community Outreach

The Authority engaged the community in a series of public Design Charrette Workshops between March 27 and October 26, 2019, per the DA (CoA #2 referring to Section 4.7). The purpose of the community outreach effort was to create a collaborative and transparent process to obtain community ideas and vision for the RPT and to manifest the vision for community engagement.

The Design Charrette Workshops offered interactive and iterative dialogues to solicit meaningful community input on safety improvements, design features, and amenities that the community and passengers would like to see in the RPT. All members of the public, regardless of background or profession, were invited to participate to ensure that the RPT is designed for all users. During the Design Charrette Workshops, the rationale for the RPT was presented, including building safety and security issues, the age of existing facilities, and lack of amenities. The designers for the RPT Project are to consider and incorporate precepts from the Charette Process into the RPT Project design to the maximum extent practical.

Conditions of Satisfaction

Architectural Design, Context, History, and Quality

The final report, *Community Design Vision For The Replacement Passenger Terminal* addresses the architectural design, context, history, and context as follows:

The Burbank Replacement Passenger Terminal Architectural Design shall create a modern, forward-looking structure, a 21st century building that will stand the test of time and will use modern elements and

high-quality materials, while making reference to historical architectural styles of the area. The Architectural references to be considered are mission, art-deco, mid- century modern, and minimalism.

Community responsiveness:

No final design decision by the Authority that will be the basis for construction plans for the RPT and parking structures (public and employee) may occur except at a noticed public hearing.

Specific Requirements.

The specifics of the design values, design standards, and design process for the RPT and parking structures (public and employee) are set forth in the attached Exhibit H of the DA.

Design Values, Design Standards, Design Process Requirements:

The parties agree (community members in attendance) that it is important for the design of the RPT to reflect what is characteristic of the region in general and what is characteristic of Burbank in particular. The Authority shall engage Burbank residents and the public generally in the design process from start to finish. This means a participatory process. The Authority shall engage the community at each stage of design through the declaration of the preferred design. The parties share the following design values and, when selecting the preferred design, the Authority shall make findings regarding the following design values:

- A. Where possible, the interior of the terminal shall be visually open to the outside.
- B. Architectural style, colors, and materials for the terminal shall be applied to adjacent parking structures, so there is consistency between the terminal and structures.
- C. Design, materials and construction shall conform to principles of environmental sustainability.
- D. Form and appearance shall not be sacrificed for function. The terminal and related structures should have both.
- E. The design shall promote a truly multi-modal experience and link to mass transit.
- F. The design shall deliver memorable "gateway experiences" for visitors who begin and end their visit at the airport.

Conditions of Satisfaction to guide the design, delivery and operation of the Elevate BUR Replacement Passenger Terminal Project are issued as a guide and shall be further developed by the Authority in close coordination with the DB during the Basis of Design process, resulting in a living component of the DB's Primary Design Brief. The following Conditions of Satisfaction shall be addressed:

1. Support of Key Stakeholders

- a) Alignment of regulatory, sustainability and community commitments including the DA and the EIR.
- b) Key stakeholders (community, airlines, concessions) are fully engaged and can support program (including tradeoffs) – meets project goals as expressed by the Community Design Vision for the Replacement Passenger Terminal.

2. Quality, Timeless, Adaptable and Innovative Facilities

- a) Flexibility of concession space to adapt to changing trends
- b) Flexibility to meet changing mobility options
- c) Flexibility to adapt to changing demographics

- d) Accommodate changing and diverse airline needs and goals
- e) Achieve a balance between adaptability and return on investment (ROI)/cost
- f) Achieve an airport experience for all users and reflects community input and values
- g) Address Common Use philosophy of operations and systems/equipment

3. Optimize for Environment and Community

- a) Optimize Environmental Sustainability potential
- b) Addresses and support community goals to greatest potential

4. Seamless from Home to Plane for All

- a) Improve passenger flow throughout facility (landside, terminal, airside)
- b) Incorporate advanced/innovative TSA process with best technology
- c) Accommodate diverse traveler groups seamlessly (mobility challenged, International, all ages, business and ~~leisure~~)
- d) Address full spectrum of users and afford accessibility to all

5. Apron and Facility Operations are Optimized

- a) All gates will be common use and developed to standards that facilitate universal allocation to all airlines and permissible aircraft
- b) Airlines engaged in apron/GSE and boarding optimization
- c) Operational efficiency for RPT Aircraft operational efficiency for access and egress at all gates as well as the potential for ground level passenger boarding/deboarding at front and rear aircraft doors by those airlines choosing to do so
- d) Updated, right sized and optimally programmed support facilities
- e) Ease of use/navigation (wayfinding) for all users (seniors, ADA, baby strollers)

6. Timely, Expedited Delivery through Innovation, and Shared Understanding of Milestones and Budgets via Progressive Design-Build Target Value Design process and methodology:

- a) Timely execution of milestones, deadlines, and budget
- b) Expedited delivery through innovation
- c) Creativity to improve performance through innovation and trend identification

7. Balance Best Possible Customer Experience with focus on Return-On-Investment (ROI)

- a) Airport and airlines able to deliver best possible customer experience within shared financial constraints
- b) Design to Optimize non-airline revenues

- c) Accommodate airline operations
- d) Reasonable capital and operational cost to be competitive
- e) Cost effective design solutions
- f) Building design to reduce operational costs

8. Level Competitive Playing Field and Preserve Ability for Differentiation

- a) Common-use, level competitive playing field and maximize facility utilization for all airlines with Common-use concepts and procedures
- b) Design to accommodate efficient use of the same space by multiple airlines in the same day
- c) Preserve airline ability to offer differentiated services

9. Total Cost of Ownership Built into Process

- a) Operating costs and total costs of ownership (1st cost, maintenance, labor, utilities, etc.)

END OF INTRODUCTION

Section 1: Airside

Replacement Passenger Terminal Design Aircraft

All 14 gates will be common use gates and shall be designed to accommodate ADG III and smaller aircraft. The referenced wingspan of 118 feet for an ADG III Aircraft is from the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5300-13B Airport Design dated 3/31/2022. **Table 1-1** below is from the Airport Design AC and the maximum wingspan of 118 feet corresponds to an Airplane Design Group (ADG) III aircraft.

Group #	Tail Height	Wingspan
I	< 20 ft (< 6.1 m)	< 49 ft (< 14.9 m)
II	20 ft ≤ 30 ft (6.1 m ≤ 9.1 m)	49 ft ≤ 79 ft (14.9 m ≤ 24.1 m)
III	30 ft ≤ 45 ft (9.1 m ≤ 13.7 m)	79 ft ≤ 118 ft (24.1 m ≤ 36 m)
IV	45 ft ≤ 60 ft (13.7 m ≤ 18.3 m)	118 ft ≤ 171 ft (36 m ≤ 52 m)
V	60 ft ≤ 66 ft (18.3 m ≤ 20.1 m)	171 ft ≤ 214 ft (52 m ≤ 65 m)
VI	66 ft ≤ 80 ft (20.1 m ≤ 24.4 m)	214 ft ≤ 262 ft (65 m ≤ 80 m)

Table 1-1: FAA Airport Design AC Airplane Design

Critical Criteria: All 14 gates shall be able to accommodate the widest and longest ADG III aircraft expected to serve the Airport in the foreseeable future for ultimate flexibility. Examples of these aircraft are the Boeing 737 MAX 10 and Airbus 321neo.

Critical Criteria: All 14 gates shall be able to accommodate aircraft ranging from Regional Jets to the largest ADG III aircraft (as described above). See indicative table of aircraft that are anticipated to serve the terminal.

Aircraft	Gate Compatibility Requirement
A319-100	Mandatory-all gates
A320-200	Mandatory-all gates
A321-200	Mandatory-all gates
A321NEO	Mandatory-all gates
B-737-700	Mandatory-all gates
B737-800	Mandatory-all gates
B737-900	Mandatory-all gates
B737-MAX7	Mandatory-all gates

Aircraft	Gate Compatibility Requirement
B737-MAX8	Mandatory-all gates
B737-MAX9	Mandatory-all gates
B737-MAX10	Mandatory-all gates
A220-100 (BCS1)	Mandatory-all gates
A220-300 (BCS3)	Mandatory-all gates
CRJ-200	Mandatory-all gates
CRJ-700	Mandatory-all gates
CRJ-900	Mandatory-all gates
E-170	Mandatory-all gates
E-175	Mandatory-all gates
E-190	Mandatory-all gates
E-195	Mandatory-all gates

Table 1-2: Gate Compatibility

Taxiway A Design Aircraft

The Adjacent Site for the RPT in the Northeast Quadrant is located adjacent to the existing Taxiway A which provides airfield access and egress to aircraft using the RPT. The BUR Airport Layout Plan (ALP) indicates that the Design Aircraft for the Airport is the Airbus 300-600, a mid-range ADG IV aircraft. Taxiway A meets the FAA standards for a full sized ADG IV aircraft (maximum wingspan 171 feet (reference **Table 1-1**)). These larger ADG IV aircraft operate at other locations of the Airport. The Replacement Passenger Terminal (RPT) will be restricted to ADG III aircraft design standards and pavement strength.

Airside Scope of Work

The airside scope of work addresses the RPT airside elements:

- ➔ Vehicle Service Road (VSR)
- ➔ Aircraft transition pavement between the edge of Taxiway A and pushout zone at the Taxiway Obstacle Free Area (TOFA) and associated airfield lighting
- ➔ Electric Ground Service Equipment (GSE) parking areas, within the Aircraft Parking Apron, including the associated charging stations.
- ➔ Site area for GSE/Terminal Maintenance Building, Airline Cargo building, and Triturator, including the associated VSRs. (For GSE/Terminal Maintenance Building and Airline Cargo Building refer to **Section 5**)
- ➔ Surface markings, drainage features, and supporting utilities
- ➔ Airport Operations Area (AOA) security fence and Vehicle Access Gate(s)

- Security Identification Display Area (SIDA) monitoring and control facilities and equipment
- Apron lighting

The layout of the RPT and airside included in the Airport Layout Plan (ALP) Drawing Set. The layout configuration and geometry were for FAA approval and does not necessary reflect the Authority's vision for the ultimate design of the RPT, airside, parking structures, roadways and ancillary facilities.

The layout configuration and geometry included in the ALP Drawing Set reflects the concept addressed by the City of Burbank, presented to the community in public meetings, assessed in the EIR and the EIS, and addressed in the DA. Aspects of the proposed RPT development are issues for FAA approval including lateral separations in aircraft operational areas and dimensional criteria for aircraft operational interfaces such as FAR Part 77 and other safety criteria. The designer has the flexibility to proposed variations on the DA/EIR/EIS Concept so long as they are consistent with the precepts of these foundation documents.

Criteria and Standards

All airfield facilities must be designed in accordance with the following:

- All applicable Federal Aviation Administration (FAA) advisory circulars, orders, regulations, and guidance
- National Fire Protection Association (NFPA) guidelines (Terminal-to-Aircraft Fuel distance consideration)
- Transportation Security Administration (TSA) guidelines
- State, City, and local agency requirements
- Authority guidance and standards. Also, refer to Airport Cooperative Research Program (ACRP) Report 96 (Apron Planning and Design Guidelines) for additional guidance
- FAA's FAARFIELD pavement design software or equivalent should be used in the pavement design process to achieve a minimum of 20-year pavement life
- Compliance with ADG IV Taxiway design standards shall be maintained for Taxiway A
- RPT apron and pushout zone shall be designed in accordance with ADG III aircraft standards

Provide Taxiway A (ADG IV) centerline to fixed or movable object (FMO) lateral separation distance in accordance with the FAA Advisory Circular (AC) 150 5300-13B Section 4.5.2

A Vehicle Service Road (VSR) that accommodate travel in both directions shall extend the length of the apron and connect to the Airport Perimeter Roadway at each end. Staffed Guard Booths to monitor personnel and vehicles entering the SIDA are to be provided at each end of the RPT apron areas.

The aircraft parking apron depth shall be adequate to accommodate all ADG III aircraft, independent aircraft servicing activities and provide additional space for GSE storage, charging and operations.

Particular consideration shall be given to passenger boarding/deboarding safety and passenger ADA accessibility in developing the aircraft parking.

Consider aircraft parking layout arrangements (clusters) for multiple aircraft types with consideration to aircraft fueling area and distance from the terminal airside windows for Fire Protection impacts.

Pushout Zone depth shall be adequate to ensure arrival aircraft are able to power-in to gates and departure aircraft are able to be pushed back from the gate by a push tractor. The designer is to consider and recommend the push back orientation (parallel, 45 degrees or perpendicular) relative to the parking orientation for maximum safety and operational flexibility.

Aircraft Gate Requirements

Gate Access/Egress Operations

Aircraft access to the gates should be provided via power-in/push out operations. Maneuvering areas and pushout zone should be provided as required for push-back operations. A pushout zone has been identified as the area where aircraft will be pushed back and unhooked from the push tractor, load final bags, start engines and address any engines-on issues before transitioning to Taxiway A following ATC Clearance to enter the "movement area".

The width of the Pushout Zone is in question as a function of the pushback procedure and orientation. The pushback orientation has considered a perpendicular orientation to the aircraft parking line (90-degree push), a push to +/- 45 degrees within the Pushout Zone or a straight back push (along the extended aircraft parking centerline). The preferred pushback orientation will be able to accommodate aircraft taxi out transition to the north (toward Runway End 15 for departure) or to transition to the south (toward Runway End 33 for departure) consistent with ATC defined runway uses in effect at the time of pushback. Based upon historic airfield configuration uses, Runway End 15 is used for departures more than 95% of the time (reflecting the predominate use of Runway 15 for departures). The remaining percent of time requires the use of Runway end 33 departures when the Santa Ana Winds are active.

Aircraft / Gate Compatibility

Authority requires that each gate accommodates all commercial aircraft that are ADG III and smaller. Designer will assess and recommend an aircraft cluster that optimizes the definition of an aircraft safety zone usable for all aircraft types, boarding device alignments and other factors.

Passenger Boarding

Assessment of the existing site topography across the development site identified a grade difference of over +/- 20 feet along the west side of the proposed Airside Concourse, sloping downward from north to south. The RPT floor elevation does not necessarily need to be at the same elevation as the apron. If elevation differential exists between the RPT floor and the apron, any required passenger transition ramps should be at maximum slope of 1:12 to provide Americans With Disabilities Act (ADA)-compliant access.

- Aircraft loading could utilize apron level boarding/deboarding mobile ramps or second level Passenger Boarding Bridges (PBB) for the front L1 door; ultimate layout and configuration TBD by DB team
- Mobile boarding stair for aircraft rear-door boarding only supplied by airlines
- Ground boarding pedestrian zones must be provided and are required to be painted/depicted and/or reserved as space on the apron.

Ground to aircraft access to front L1 door shall be by way of mobile boarding ramp type apparatus consisting of switchback extension or telescoping ramp sections capable of two-person manual operation. The DB must provide boarding ramps which are fabricated to transition from regional jets door sills up to ADG-III (A321neo/B737MAX10) aircraft sill heights. Boarding ramps which are powered by means of electric battery or solar power operated equipment shall meet the same criteria. Aircraft boarding equipment must meet the requirements of FAA AC 150/5220-21C

Aircraft Service

The aircraft service areas shall conform to local airport regulations and airline operational guidelines. At minimum, the service areas shall consist of paint markings per Authority and FAA AC 150-5340-1M requirements for the following, all gates are common use and must be capable of accommodating all aircraft defined in the Gate Compatibility Requirement chart:

- Aircraft Safety Envelope
- Aircraft lead-in lines, stop bars, and aircraft designations.
- GSE charging stations
- Idle GSE parking spaces
- Idle and active Fuel Truck positions
- Fire hydrant and “life” safety equipment areas
- Passenger walkway safety areas designating path from Terminal Gate Door and the entrance to a boarding ramp or stair

Preconditioned Air Design Requirements

The DB team shall provide power (revenue metered) at each gate to support the use of mobile PCA units (to be provided by airlines). Fourteen power receptacles, one at each gate, shall have the ability to plug into a connection point for the mobile PCA units. The 480V 250A power receptacle shall be installed on the apron at grade and housed within pavement, weather-proof enclosure. Each service point must be sized to accommodate one 45-ton (minimum) PCA unit. In-ground, flush-mounted receptacles must be near the PCA connection to the aircraft.

The DB shall coordinate with Authority to identify opportunities to collect and reuse the condensate water from the PCA units.

Electrical (Dual 400Hz AC & 28V DC) Design Requirements

The DB shall provide power (revenue metered) at each gate to support the use of mobile Ground Power Unit (GPU) units (to be provided by airlines). Fourteen power receptacles shall be provided by means of underground utility ductwork and utility electrical pits and one at each gate shall have the ability to plug into a connection point for mobile GPU units.

The 480V 150A power receptacle shall be installed on the apron at grade and housed within an aircraft-rated, weather-proof enclosure. Each service point shall be sized to accommodate one 90KVA (minimum) GPU unit. In-ground flush mounted receptacles must be in proximity to where the GPU connection is made at the aircraft.

The minimum required electrical load for aircraft GSE shall be in accordance with commercial airframe manufacturers recommended listings documented within each operational aircraft manual.

Data / Communications

Airside WI-FI data/communication system must be provided at each passenger boarding location. Coordination between the airline and airport shall be consistent with all 14 gate locations.

Potable Water and Ice Dispenser

The design of the potable water and ice dispenser shall be in accordance with all local and state codes.

Guidelines to be applied but not limited to the following:

- Potable Water Cabinet must be provided for each gate.
- The distribution size must be based on the aircraft parking plans for all aircraft listed in the gate compatibility chart.

- Potable Water Carts (PWC) or Fixed Stand Units, including accessories (e.g., a backflow preventer, power hose reel, flexible water hose, light fixture and controls) are TBD
- Performance requirements and future trends must be considered for all commercial aircraft.
- PWCs should have an auto-flush feature to reduce discharge onto the apron.

Apron Lighting

Apron lighting must be provided for safety of aircraft, ground support operations, personnel activities, and passenger movements between the aircraft and terminal building and must meet minimum lighting requirements as indicated in FAA AC 150/5360-13 and Illuminating Engineering Society of North American (IESNA) for aircraft parking positions. Apron floodlights must be provided with louvers and be cutoff-type fixtures. Fixture quantity, pole locations, and mounting heights should be determined via a computer lighting program, with pole heights not to exceed the CFR Part 77 or TERPS airspace surfaces or located in the runway object free zone (OFZ) as required.

Floodlights must be building-mounted at RPT. Floodlight poles that are installed on the building must be provided with accessibility supporting options to aid maintenance of fixtures and drivers. Such options should be coordinated with the Authority.

Terminal apron flood lights should allow for fixtures to be field aimed, such to avoid undesired glare to pilots, building terminal, and apron occupants. Floodlighting fixtures should also be equipped with glare shields.

Apron floodlighting design should consider the effects of glare in the direction of the air traffic control tower (ATCT) and include provisions to minimize any glare issues to address ATCT controller concerns.

Electric Vehicle Charging

- Provide vehicle charging stations around the terminal to support GSE and other service vehicles as defined below.
- Requires as a minimum an electric charging server and three electric ground support equipment (GSE) charging stations which provide six electrical ports at each gate (two belt loaders, two bag tractors, one pushback tractor and one for common use). Additional charging stations must be provided for electric vehicles as indicated in sections A.3.4, A.3.5 and A.3.7.

Terminal Apron Requirements

The DB is responsible for development of the apron layout based on the following airside geometry clearances that have been confirmed by Authority:

Develop aircraft parking layout to accommodate up to ADG-III aircraft including aircraft lead-in lines at the proposed gates and verify that aircraft will have a minimum 25 feet wingtip clearance and adequate nose to building clearance.

The DB team is responsible for analyzing the FAR Part 77 and Terminal Instrument Procedures (TERPS) and along with the above geometry considerations, to determine if any of the aircraft gates would encroach in the adjacent Runway 15-33 airspace.

Gate Layout

- Provide 14 aircraft gates that accommodate ADG III and smaller aircraft gate positions.
- Ensure that all gates operate in a power-in and push-back mode.
- Minimum aircraft wingtip clearance between adjacent gates must be 25 feet.
- Minimum wingtip to service road edge must be 15 feet

E22-03 Progressive Design-Build Services

[\[CONFORMED\] Exhibit I](#)

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Attachment C-4 – Section 1 – Airside

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- Provide aircraft grounding facilities as required to protect parked aircraft and fuel trucks from static discharge.
- Each gate must be provided with three GSE charging stations. Additional EV charging stations TBD in coordination with Authority and Airlines.
- Foreign Object Debris (FOD) trashcans (emptied by airport maintenance) and aircraft / airline trash that is to be hauled by ground handlers and placed in dumpsters.

Vehicle Service Road

Provide a vehicle service road (VSR), plus zipper-style markings along both edges where aircraft cross and connect to the access gate (south side), and into the GSE facilities building, triturator, baggage makeup and claim stripping belts and the existing VSR.

Pushout Zone

Provide a pushout zone to run between the west edge of the VSR and the east limit of Taxiway A Object Free Area (TOFA). Pushout zone depth TBD to provide enough space for design aircraft (full ADG III aircraft). DB to verify that the west edge of the Pushout Zone will be the movement/non-movement demarcation and should be marked appropriately (Single solid line on terminal side with single dashed line on TXY A side)

Vehicle Access and Parking

In addition to airline GSE, the following list of terminal support vehicles will require designated parking on the apron:

- Federal Agencies
- Contractors
- Authority Operations and Maintenance
- Other support vehicles (ARFF vehicle, Structure Fire Truck, Ambulance, etc.)

The DB must pre-wire these parking spots with electric vehicle (EV) chargers, in anticipation of a state mandate requiring 100 percent fleet conversions to EV by 2030. Spaces for Authority vehicles under must be provided with the EV operation charging equipment.

Authority Vehicles

- Provide parking spaces for Authority to be positioned along the north and south side of the terminal – Total number of spaces TBD
- Provide dedicated parking spaces near the building where people have access, i.e., adjacent to key infrastructure (critical access points) due to fast response time for Authority Facilities Maintenance Department (FMD) personnel (3 of 14 spaces).
- EV chargers must be installed at Authority parking spaces so that they are operational when the terminal opens.

Airport Police Vehicles

Provide 4 spaces, 2 shared with Federal Agencies.

Airline Tenant Vehicles

- Coordinate parking spaces for airline vehicles with the Authority. Airline tenant vehicle parking should be located as close as possible to airline tenant lease spaces.
- Arrange for airline tenant vehicle parking spaces to have EV chargers installed and operational when the terminal opens.

ARFF Vehicles

Provide a designated parking area for the largest ARFF vehicle adjacent to the terminal concourse airside.

GSE Access and Parking

Designated areas within the aircraft parking apron should be provided for storage and staging of GSE. The GSE used to service aircraft while parked on the apron will include, but is not limited to, the following:

- Ground power mobile units
- PCA mobile units
- Aircraft towing equipment (tractors and towbars)
- PWCs
- Aircraft fueling equipment
- Catering Vehicles
- Lavatory service vehicles
- Cabin cleaning vehicles
- Baggage tug and carts
- Baggage conveyor belt vehicles
- Airport and airline support vehicles
- Passenger boarding ramps
- Mobile passenger boarding stair

The constrained nature of the site makes critical the identification of the amount of GSE storage space required based on the needs and GSE inventory of the airlines operating at the terminal.

Considering the existing GSE inventory and for the purposes of this analysis, the minimum quantity of GSE parking/staging spaces required at each gate to effectively support the aircraft and minimize gate turn times are based on the following parameters:

- 2 baggage tug tractors per gate
- 2 conveyor belt loaders per gate
- 1 pushback tractor per gate
- 1 Mobile passenger boarding ramp for aircraft forward-door per gate (if PBB; no ramp)
- 1 Mobile passenger boarding stair for aircraft rear-door per gate
- 4 baggage carts per baggage tug

Inbound Baggage Travel Time:

- Provide assessments of baggage delivery times:
 - Aircraft to Inbound Baggage Area (Belts)
 - Inbound Baggage Area (Belts) to Claim Device (first and last bag) - very critical to air carriers.

Simulation Analysis:

The DB must perform a study by using a combination of physical layouts, GSE maneuvering assessments, and fast-time simulation analysis to evaluate the airfield and aircraft ramp operations for airside apron and pushout zone. The main components of this study must include the following analyses:

- Aircraft power-in/pushback/tow-in movements in for each gate
- Aircraft pushback movement into the Pushout Zone and crossing the VSR
- GSE movements required for airline operations for each position
- Operational analysis of using fuel trucks for aircraft refueling
- Jet blast on aircraft ground boarding/deboarding of rear aircraft door

Apron Pavement

All pavement that will support aircraft movements and parking within the proposed airfield limits must be designed in conformance to current design standards and provide a minimum pavement design life of 20 years (per FAA grant assurances). The apron pavement between the VSR and Terminal Airside Concourse subject to aircraft traffic must be rigid pavement (portland cement concrete (PCC)).

Not all area within the airfield limit is expected to support regular aircraft traffic. Airfield pavement structural sections must be designed to accommodate corresponding expected loads. Heavy duty pavement section shall be applied to the areas which are expected to support regular aircraft traffic

The DB will perform pavement design and analysis that recognize the two key design factors, fleet mix (all traffic) and subgrade support, within the proposed airfield limits. The DB is responsible for conducting any geotechnical analysis as needed and coordinating all the expected traffic fleet mix with Authority and stakeholders to support the pavement design process.

The DB must develop and provide to the Authority a cost effectiveness determination that includes a life-cycle cost analysis for consideration. The DB is also responsible for providing the most cost effective, constructible, and low maintenance pavement section that will accommodate the identified fleet mix, GSE equipment, aircraft fueling considerations, and longevity requirements.

Grading and Drainage

The DB will develop a grading plan that minimizes the slope aircraft parking apron pavement slope from north to south and east to west for the aircraft operational areas between the Airside Concourse and the centerline of Taxiway A. The grading plan shall include cut and fill analyses as well as pavement slope definitions in conformance with applicable slope limitations for operating aircraft. This may require altering the grades of Taxiway A. Subsequently, a drainage system plan is to be recommended that may include sheet flow, trench drains and/or catch basins where appropriate.

The DB must develop airfield grading and drainage plans for the apron area. In addition, to comply with requirements of the NFPA 415 "Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways" the apron must be sloped away from the terminal building at a minimum of 1% for the

first 50 feet. Thereafter, beyond this distance, the apron slope can be reduced to a minimum of 0.5% and maximum 1% (for the rigid pavement). The maximum grade break shall be no more than 2%.

Storm Water Drainage

Airside drainage should be in accordance with Advisory Circular AC 150/5320-5D Airport Drainage Design or latest edition. Drainage associated with the Airport terminal building, fueling ramp drainage, and loading walkways should be designed in accordance with the current edition of National Fire Protection Association (NFPA) 415 (2022). The final separator or interceptor for aircraft fueling ramp drainage system, where aircraft are normally fueled or defueled, shall be designed to allow disposal of combustible or flammable liquids into a safely located, approved containment facility. Underground piping and components used in drainage systems shall be noncombustible and inert to fuel. Potential fuel spill points include the points on or around the aircraft or airport ramp where fuel can be released.

The drainage system of any aircraft fueling ramp shall be so designed that the fuel or its vapor cannot enter the drainage system serving other buildings, areas utilized for automobile parking, public or private streets, or the public side of airport terminal or aircraft hangar structures. In no case shall the design allow fuel to collect on the aircraft fueling ramp or adjacent ground surfaces where it could constitute a fire hazard.

Due to the significant grade change from the north end of the terminal apron to the south end, care should be taken in developing grading and drainage plans that prevent fuel spilled under one aircraft spreading to the adjacent downhill aircraft. Storm water collection systems, including catch basins, inlets, manholes, trench drains, and piping systems associated with the airside surface drainage installed under the apron and taxiway safety areas, must be aircraft rated.

Surface Markings

Airfield pavement markings must be provided for apron and adjacent VSRs conforming to the FAA AC 150 5300-13B and AC 150 5340-1M. Pavement markings must also meet the Authority standard marking requirements and must include the following:

- Striping for lead-in line, stop bar, and aircraft designation markings for all aircraft fleet mixes at the respective gates
- Striping and marking of the proposed VSR
- Non-movement area boundary markings
- Taxiway centerline, edge and shoulder markings as required
- No-taxi Island marking
- Black border outline of pavement markings as required
- Aircraft safety envelope
- Aircraft parking limit line
- Vehicle parking
- Idle GSE parking
- Ground boarding pedestrian safety zones
- Passenger walkway markings to aircraft boarding ramps

Fire Hydrant System

- Provide fire hydrants as required by local fire codes (airside and landside).
- Fire hydrants must be placed around all new buildings and shall conform to local fire codes. All new fire water lines shall be sized to meet the flow requirements as required by local fire codes.

- The fire hydrant system on the airside must be connected to the landside fire water system. Refer to Chapter 4 Site Utilities for airside fire protection water system.

Triturator/Sewage Discharge Facility

The DB must recommend a location, develop and provide a triturator/sewage discharge facility on the airside. The location must be evaluated to ensure that it is not subject to prevailing winds that carry odors over landside areas and must conform to the state and local codes. The DB, in coordination with the Authority, shall obtain any required permits for the proposed triturator that will service the new RPT.

AOA Security Fence and Gates

The DB is responsible for developing a design for the security fence and vehicle access gates that meet Authority requirements while adhering to guidelines from the TSA, and applicable FAA Advisory Circulars. The design of an AOA security fence and gates must include as a minimum the following:

- Height of the security fence or wall and gate should be minimum 8 feet above landside finished grade plus razor wire or the security requirement as determined by the Authority.
- The security fence/wall must include intrusion detection systems (IDS) requirements as determined by the Authority.
- Provide security lighting and signage system along the fence.
- Provide clear distance area of 5 feet minimum from climbable objects.
- Provide two vehicle access gates to include 17-foot clear opening cantilevered (sliding) gates
- All gates to be monitored by CCTV system.
- Provide secure identification display area (SIDA) guard post (2 locations). Consider and recommend staffed or virtual options.
- Provide staffed or virtual AOA vehicle access gates at the north end of the Airside Concourse and at the south end of the Airside Concourse.

Bollards

Provide concrete filled steel pipe bollards as required to protect the above ground equipment and fire hydrants.

Taxiway A Requirements

Taxiway A design is in accordance with ADG IV aircraft including the pavement at its easterly shoulder areas where the aircraft taxi pavement and apron adjoin. The DB is responsible for conducting pavement evaluations of existing Taxiway A including ingress and egress taxi routes within the limits of the terminal for the expected increase in aircraft traffic. There will be no aircraft pushbacks directly onto Taxiway A. The current intent is that aircraft will be pushed back into a pushback zone controlled by Airport and/or Airline Operations as the limit of the non-movement area. Aircraft would then contact the Air Traffic Control (ATC) tower for entry onto Taxiway A and the movement area.

Airfield Lighting and Signage

The DB to coordinate with Airport Operations on modification to airfield lighting and signage as a result of the RPT. The DB is responsible for updating the existing Airfield Lighting Control and Monitoring System (ALCMS) as required to reflect the changes being made in taxiway geometry/lighting system.

END OF AIRSIDE

Section 2: Terminal

Replacement Passenger Terminal

The Development Agreement (DA) specifies a 14 gate passenger terminal that is two (2) floors with a basement and a not-to-exceed total area of 355,000 square feet. These constraints result in a terminal that will NOT be in accordance with industry standard terminal planning level-of-service design criteria due to the community-imposed gate and area constraints set forth by the DA. The Design-Build (DB) team will be challenged to develop design solutions to accommodate functional terminal programming elements to the maximum extent practicable within the constraints of the DA, Final Environmental Impact Report (FEIR) and Final Environmental Impact Statement/Record of Decision (FEIS/ROD).

This chapter of the Project Definition Manual (PDM) describes terminal demand drivers and space allocations. The passenger processing performance criteria contained in this chapter, design aircraft assumption in **Chapter 1: Airside** (A321neo/B737MAX10) occupying 14 gates in a not-to-exceed 355,000 square foot RPT will allow the DB team to develop a lump sum design fee that is required for the Request for Proposal (RFP).

The location of the RPT within the Adjacent Property is identified below as Figure B-1 from the EIS/ROD. The shape of the green shaded area depicting the Terminal and Concourse Building was developed for environmental clearance and does not necessarily reflect the Authority's vision for the ultimate layout/configuration of the RPT; to be determined by the Design-Build (DB) team during design.



Figure 2-1: EIS/ROD Proposed Project (Construction)

Terminal Demand Drivers

There is no forecast of future aviation activity that guided the early programming for the RPT. Definitions of demand were made based upon the community-imposed constraints that the RPT have no more than 14 ADG III gates. Preliminary demand parameter definitions were made for seats per departure and load factors based solely on the gate constraint in 2014. In addition, flight schedule analysis showed that the peak periods of any given day were in the first hour after the voluntary curfew for departing aircraft and passengers and in the last hour of the day before the voluntary curfew for arriving flights and passengers. All hours throughout the day were less than the morning and evening peak hours. Thus, defining the AM peak hour requirements was known to be more than adequate for all remaining hours of the day. Similarly, defining the PM peak hour requirements was known to be more than any other hour of the day. On this basis a forecast was not needed to program the RPT as it was not relevant to how demand grew over time. Demand could grow over time as needed through up gauging, increasing load factors and flight frequencies but knowing that flight demand would never exceed the 14 gate community imposed limitation.

The RPT 2014 design demand parameters were used to program the RPT Spaces for the initial discussions with the City of Burbank, the FEIR and subsequently the DA. Following the development of the DA/FEIR, the Terminal design parameters were refined and presented in the Airport Airline Affairs Committee (AAAC) Technical Meetings in 2019. Historical airport data analyzed during the planning process result in Peak Month activity occurring in the Summer, consistent with U.S. airline/airport industry historical trends.

In the sections below, three demand year references are made, each reflecting a peak month average weekday. These are:

- ➔ Current year – generally 2019 as the last full year of demand unaffected by the COVID Pandemic
- ➔ Open Year – the year when the RPT is expected to open following design, construction and commissioning, now planned to be 2027
- ➔ Out Year – an unspecified future year beyond the Open Year reflecting a time when long range design values would be reached.

A weekday is selected as flight activity during the week is typically greater than the flights operated on the weekend. Weekend flight levels tend to be about 85% of the weekday demand. In addition, weekday demand tends to have limited variability by day as most airline operate flights with generally equal market frequencies.

Peak Month, Average Weekday, Peak Hour Departures

Table 2-1 below shows Peak Month, Average Weekday, Departures in Summer 2019. The table shows the general pattern of flights throughout the day that was typical of at least 10 prior years. As shown, the Peak Hour for Departures is in the 0700 to 759 hour (the hour immediately following the Voluntary Airport Curfew). This morning peak is typical and reflects the interest in Airlines get remain overnight aircraft back into daily flight services. In 2019, flight demand did not fill all of the available gates. The gate occupancy was 11 of 14 in 2019. For programming purposes, flights were added to create a hypothetical flight pattern that produced 14 departures in the 700 hour. If it is possible for additional AM Peak Hour Departures. Aircraft could be departed nearby markets and arrive at BUR and turn within the first hour or an aircraft from the hardstand could arrive and depart in the peak hour. One such aircraft is assumed to create a design peak departure hour of 15 departures.

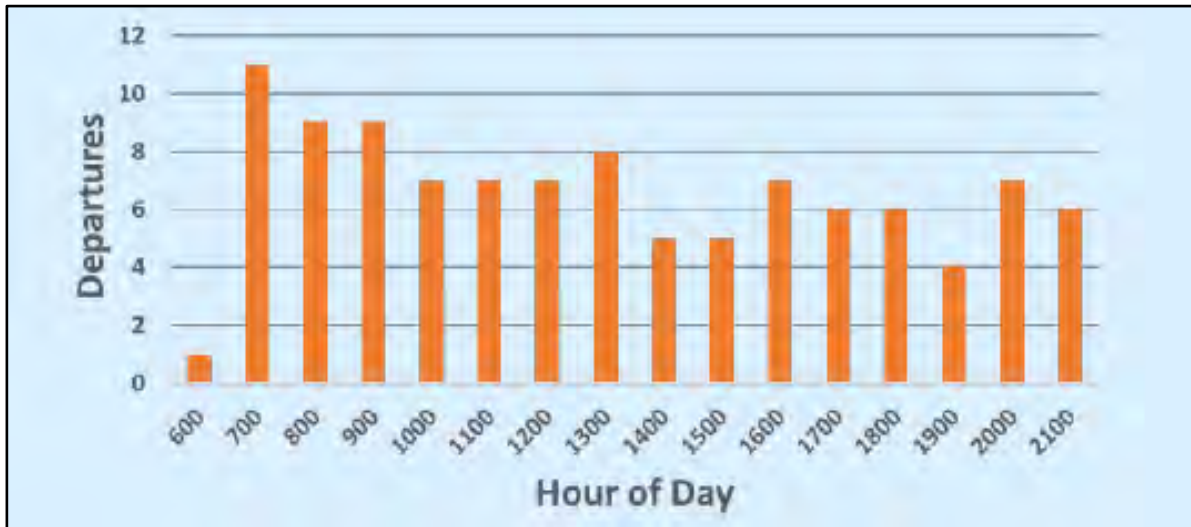


Table 2-1: 2019 Summer Average Weekday Departures

Source: BUR AAAC Technical Committee Meeting, January 24, 2019, Conway Consulting

Peak Month, Average Weekday, Peak Hour Arrivals

Table 2-2 below shows Peak Month, Average Weekday, Arrivals in Summer 2019. The table indicates that the Peak Hour for Arrivals is at 2100 (the hour prior to the start of the nighttime Voluntary Airport Curfew). This evening peak is typical for airlines to bring in flights to remain overnight and serve the following AM departures. With the DA restricting the number of gates to 14 the maximum number of arrivals in the (evening) Peak Hour (2100) would be **14**.



Table 2-2: 2019 Summer Average Weekday Arrivals

Source: BUR AAAC Technical Committee Meeting, January 24, 2019, Conway Consulting

Peak Month Load Factor

Analysis of historical airline passenger data at Burbank (BUR) indicates that the average load factors for all airlines in the peak month have been in the mid-60 percent range. In 2019, the average peak month load factor was 70.0 percent and for the year 72.6 percent. A reasonable ultimate forecast for average load factors during the Peak Month could reach 85% at some point in an Out Year. In the Open Year for the RPT planned to be 2027, the Peak Month Load Factor is estimated to grow to 80% as traffic recovers from the travel impacts caused by the COVID Pandemic. At the time of the publication of this PDM, the Actual 2022 summer travel data reflecting a post pandemic travel recovery was not available but will be available once the D-B team comes on board early 2023 and starts the actual design.

Average Seats Per Departure

The Airlines serving BUR have operated a variety of aircraft types in market services offered from BUR. Aircraft types offer variable seats per departure even for Airlines operating the same aircraft. Legacy Airlines typically offer three classes of service, First/Business, Premium Economy and Economy. Low-cost carriers (LCCs) typically offer only a single economy class of service. Even the single class LCCs have variable seats in the same aircraft. Rarely is the minimum seat pitch used on domestic flights by domestic Airlines.

In 2019, the average seats per departure was 134 seats per departure. This reflected a mix of legacy and LCC carriers operating aircraft varying in size from 76 seat EMB 175s to as many as 179 seats in B737-900s. In the post pandemic years, BUR has seen several new LCC new entrants, including Spirit, Avelo, Frontier and Flair. Maximum single class seating densities for Avelo and Frontier are 189 seats on their B737-800s a maximum for that aircraft. Southwest (also a single class LCC) has 175 seats on its B737-800s. In the future, newer and larger ADG III aircraft are likely to be in production with seat densities greater than those now operating into BUR. The Airbus 321neo (206 seats) and B737 MAX10 (204 seats) are examples. It is expected that these larger aircraft will find their way into BUR in the future but in limited numbers. The reason is that the current runway lengths at BUR may preclude operations of these larger ADG III aircraft at high load factors on longer stage lengths.

Feedback from the AAAC Technical meetings and analysis of historical airline passenger data at BUR indicates that a reasonable ultimate forecast for average seats per departure could reach 180 (Out Year). This number was developed considering that as markets served from BUR mature, larger aircraft are likely to be placed into service by airlines after load factors have reached higher levels and service frequencies have been increased. Using historical aircraft types and considering the Airlines operating at BUR the Open Year Average Seats Per Departure is estimated at 140. Actual 2022 summer travel data will be available once the D-B team comes on board early 2023 and starts the actual design.

Peak Month, Average Weekday, Peak Hour Passenger Departures (0530-0630)

The Peak Month, Average Weekday, Peak Hour (PMAWDPH) originating passenger demand is calculated based on both a passenger pre-departure arrival (at the Airport) distributions and the schedule of flight departure times in the first hour after the Voluntary Airport Curfew. The PMAWDPH originating passenger demand estimates the peak demand at the entrance of the departure hall/check-in area. The PMAWDPH passengers for the Out Year are calculated at **1,870** and occur between **0530 and 0630** based on industry standard terminal planning analysis. This assumes that all peak hour departing aircraft have 180 seats and a load factor of 85 percent. IN 2019, the PMAWDPH was estimated at 1,370. Actual 2022 summer travel data will be available once the D-B team comes on board early 2023 and starts the actual design.

Peak Month, Average Weekday, Peak Hour Passenger Arrivals (2100-2200)

The Peak Month, Average Weekday, Peak Hour (PMAWDPH) arriving passenger demand is the worst-case scenario (Out Year) with all 14 flights landing between **2100 and 2200** with an average aircraft size of 180

seats and an average load factor of 85% during the peak month (14 flights x 180 average seats/ac x 85% LF = **2,140** passengers (rounded)). The Open Year PMAWAPH is estimated at 1,560 at the time of the publication of the PDM. Actual 2022 summer travel data will be available once the D-B team comes on board early 2023 and starts the actual design.

Number of Airlines

In the Summer of 2019, there were 7 airlines operating at BUR. In 2022, the number of Airlines grew to 10. The RPT shall be a common use facility, but the number of airlines should be considered for terminal space allocations, most notably the Check-in/Baggage Check Counters, and for dedicated Airline program space such as Airline Ticket Offices (ATO), Administrative Offices and Baggage Storage Offices (BSO). The Out Year estimates that as many as 12 airlines could be operating at BUR.

Number of Airline Ground Service Provides

There are currently four (4) below wing ground service providers operating at BUR. Two are contract ground handlers and two are airlines that self-handle. Consideration should be given to additional Ground Service Providers either contract service providers or Airlines that self-handle at BUR in the future. For planning purposes assume six (6) airline ground service providers for terminal space allocations for program space such as Ramp Offices, Training Rooms, Breakrooms, Restrooms, etc. Consider the potential for common use facilities to reduce the number of area requirements.

Originating and Destination Passengers

Feedback from the AAAC Technical meetings and analysis of historical airline passenger data at BUR indicate that 100% of passengers are starting or ending their journey at BUR. The industry term is Originating and Destination (O&D) Passengers. There may be limited exceptions where passengers are making a connection, but those numbers are negligible.

Table B-3 summarizes the Terminal Demand Drivers based on AAAC Technical Meetings, historical BUR airline passenger data and industry standard terminal planning analysis.

Table 2-3: Terminal Demand Drivers

		<u>Summer 2019</u>	<u>Open Year</u>	<u>Out Year</u>
1	Peak Month, Average Weekday, Peak Hour Departures (0700: Morning)	12	15	15
2	Peak Month, Average Weekday, Peak Hour Arrivals (2100: Evening)	13	14	14
3	Peak Month Load Factor	78%	80%	85%
4	Average Seats Per Departure	134.4	140	180
5	Peak Month, Average Weekday, Peak Hour Passenger Departures (0530-0630)	1,000	1,370	1,870
6	Peak Month, Average Weekday, Peak Hour Passenger Arrivals (2100-2200)	1,334	1,560	2,140
7	Number of Airlines (Ticket Lobby, Airline Ticket Office (ATO) and Baggage Storage Office (BSO))	7	10	12
8	Number of Airline Ground Handlers (Ramp Office, Training, Breakroom, Restrooms, etc.) Today: SWA; GAT; Avelo; Unify	4	5	6
9	Originating and Destination (O&D) Passengers	100%	100%	100%

Out Year Peak Hour Arrivals: 14 flights x 180 average seats/ac x 85% LF = **2,140** passengers (rounded)

Terminal Passenger Simulation Requirements

The Authority requires the design-builder to perform simulation of the entire passenger processing environment within the terminal building (departure and arrival at the design stage to confirm the appropriate program requirements.

Passenger Check-in Evaluation (DB team to validate)

The evaluation of the check-in process is based on from the following assumptions:

- PMAWDPH originating passenger demands for the Open Year and Out Year given in [Table 2-3](#).
- 0.8 checked bags per passenger for all originating passengers.
- 50 percent of passengers check bags (equates to 1.6 checked bags per passenger checking a bag).
- 10 percent of passengers do not need check-in/ticket counter services (no bags to check and pre-printed boarding pass).
- The remaining 40 percent of passengers with no bags to check will use free standing common use self-service (CUSS) kiosks to print boarding pass. (With the use of digital boarding pass in mobile

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devices becoming more popular, it is anticipated that more domestic passengers without checked bags will bypass check-in counters and kiosks and go straight to the Security Screening Checkpoint (SSCP) in the future.)

- Any CUSS kiosks can be used by any passengers from any carrier at any time.
- 5 percent of originating passengers arrive at the terminal check-in/ticketing area with farewellers/well-wishers (i.e., 0.05 visitors per passenger).
- Curbside counters are staffed counters located outside of the enclosed building area and adjacent to the terminal curbside roadway or within or adjacent to parking or valet facilities to be used for accepting checked bags from originating passengers. In the existing terminal building exterior curbside check-in counters are operated by Airlines desiring to provide the service and are not common use. The design-builder shall consider the ability to induct bags into the baggage screening area directly from one or more curbside locations. The decision to provide either a common use bag drop position on the curb front or one operated by airlines individually has not been made.

Security Screening Checkpoint Evaluation (DB team to validate)

Security screening requirements are subject to TSA regulations which may change in response to the level of threat perceived. As TSA procedures, protocols, and equipment continue to evolve, the configuration and size of the SSCPs may change as well. Evaluation of the SSCP is based on the latest CRPG, and the Terminal Demand Drivers (**Table 2-3**) to estimate the requirements to meet the future Open Year and Out Year demand.

The evaluation of the passenger security screening process is based on from the following assumptions.

Open Year:

- Number of resources: 8 lanes
- Screening lane processing rates¹:
 - Regular lane: 150 passenger per hour per lane (pph/lane)
 - Pre-check Lane: 240 pph/lane
- Passenger security type ²:
 - Regular: 70%
 - Pre-check: 30%

Out Year:

- Number of resources: 10 lanes
- Screening lane processing rates:
 - Regular lane: 150 pph/lane
 - Pre-check Lane: 240 pph/lane
- Passenger security type:
 - Regular: 60%
 - Pre-check: 40%

Inbound Baggage Claim Evaluation (DB team to validate)

Most domestic arrival passengers will be in the baggage claim hall by the time the first bags arrive on the claim device. At BUR, the walking distance from the domestic gates to the baggage claim is less than 1,200 feet. The walking time is typically less than ten minutes. In the analysis, the claim carousel frontages and space are sized based on the estimated number of terminating passengers waiting for baggage since most bags are claimed on the first revolution of the claim carousels.

The evaluation of the baggage claim process is based on from the following assumptions:

- PMAWDPH terminating passenger demands for the Open Year and Out Year as shown **Table B-3**.
- 50 percent of passengers checked bags.
- 0.8 checked bags per passenger for all passengers.
- The number of baggage claim units and the claim frontage:
- Number of claim Units: TBD (based on size and configuration)
- Claim frontage: 390 linear feet
- Arrival of the first bag at the baggage claim unit on average assumes 15 minutes from the flight scheduled time of arrival.
- Unloading rate of bags to the baggage claim unit assumes 12 bags per minute (i.e., 1 bag per 5 seconds).
- Allocation of baggage claim unit assumes 20 minutes occupancy time per arrival flight.

Outbound Baggage Handling System (DB team to validate)

The DB team shall perform and illustrate updated project understanding, analysis and coordinated and iterative stakeholder engagement with ground handlers, stakeholders, and the Authority.

BHS Design Criteria

Analysis/Simulation: The information below is based on analysis performed for this PDM. However, the baggage handling system (BHS) DB team shall provide a full BHS analysis and simulation of this same information to update this information, which shall be used to design the Baggage System, Checked Baggage Inspection System (CBIS) / on-screen resolution (OSR) / Checked Baggage Reconciliation Area (CBRA), Outbound Make-up Area, Inbound Claim Area, etc. Analysis and Simulation shall be flight schedule-based and performed in 10-minute intervals to comply with Transportation Security Administration (TSA) Planning Guidelines and Design Standards (PGDS) (latest version) requirements. Graphs for running hour bag flow, explosives detection system (EDS) requirements, make-up requirements, claim requirements, etc. shall be similar to the graphs shown herein for the same purpose. Opening Year and Out Year ADPM Flight Schedules combined with Federal Aviation Administration (FAA) – terminal area forecast (TAF) information shall be used to determine yearly growth.

From the time of the DA/EIR development suggesting three EDS units and the current analysis presented here suggesting four EDS units, the PGDS requirements have changed from PGDS_v5.0 to PGDS_v7.0. This changed the EDS throughput by 5% (decrease) and modified the calculations for the CBRA equipment. This, along with flight adjustments in the flight schedules, has caused this recommended increase in number of EDS units to 3+1. However, the BHS DB team shall be responsible for the CBIS analysis using the latest PGDS for TSA.

Based on an analysis performed, we recommend 40 make-up cart positions be considered. As passenger and baggage volumes grow, there will be more turns per gate and operations will benefit with space to

stage “next flight” bags checked before a gate’s current operation departs. Refer to **Table 2-4** for information.

Table 2-4: BHS Factors

Parameter	Opening Year	Out Year	Comments:
Bags per passenger (PAX)	0.8	0.8	Average bags per PAX on flight.
Inbound PAX bypassing Claims (%):	50%	50%	Carry on only; No Checked Baggage
Inbound PAX with checked bags:	50%	50%	
Load Factors	80.0%	85.0%	
Seats per Arrival/Departure	140	180	
Origination & Destination	100.0%	100.0%	

Table 2-5: BHS Analysis Factors and Requirements

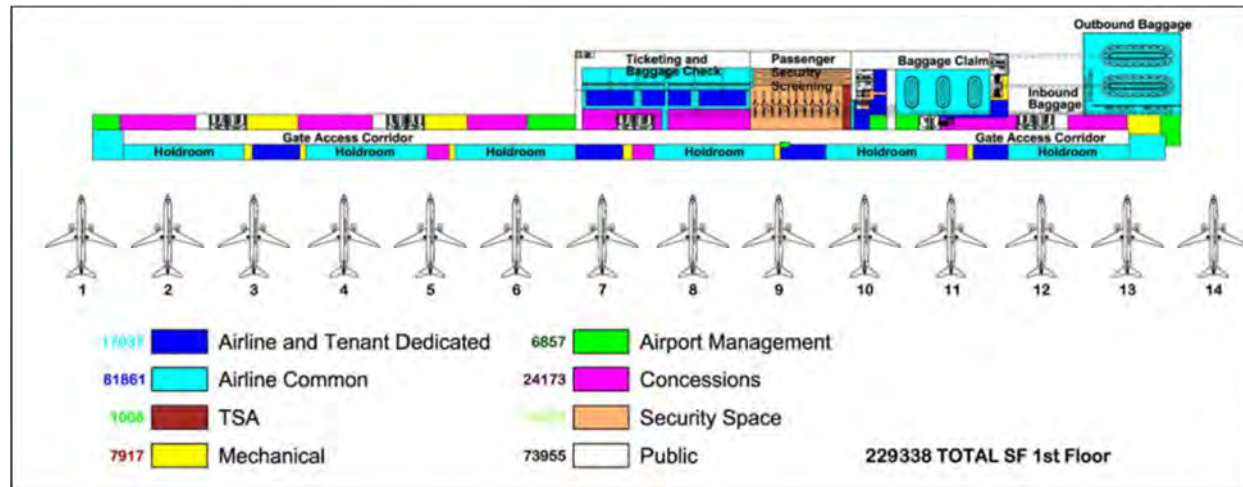
BAGGAGE SYSTEM REQUIREMENTS from ANALYSIS			
OUTBOUND BAGGAGE HANDLING:	Opening Year	Out Year	Comments:
EDS Units	TBD	TBD	To be finalized with coordination with TSA
OSR	TBD	TBD	To be finalized with coordination with TSA
CBRA Bag Inspection Stations	TBD	TBD	To be finalized with coordination with TSA
ETDs	TBD	TBD	To be finalized with coordination with TSA
Make-ups Carousel(s)	TBD	TBD	Size, Type and Quantity to be determined by DB Team
Carts Staged at Make-ups	TBD	TBD	To be finalized with coordination with Airlines
INBOUND BAGGAGE CLAIM:			
Claim Unit Frontage (LF)	390	390	Validate (LF); size, Type and Quantity to be determined by DB Team

BHS Overview and Project Constraints

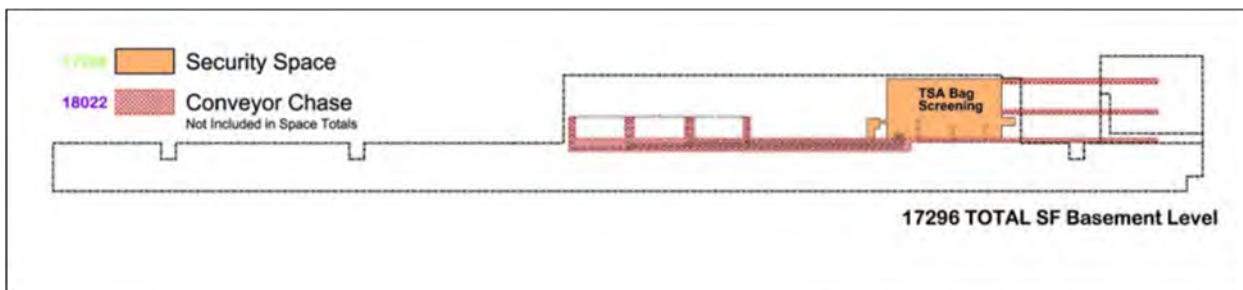
DA / EIR Terminal and BHS Layout

A proposed terminal concept was provided in the DA/EIR allocating BHS functions on the 1st Floor and Basement Level, as shown in [Figure 2-2- DA/EIR terminal layout \(Source: DA/EIR\)](#) and [Figure 2-3 - DA/EIR BHS layout \(Source: DA/EIR\)](#) below. The DB team must review and validate the layout and analyze the performance relative to the project parameters, goals, and vision. The DB team is required to address issues identification within this layout but is not required to follow the layout shown; the DB team must

achieve a design that meets all design and stakeholder criteria, including overall area limitations imposed on the project by the DA.



BHS functions shown at 1st Floor include bag take away back wall belts at Check-in/Baggage Check Area, Baggage Claim, and the combined space at upper right indicating Outbound Baggage (make-up) and Inbound Baggage (inputs to baggage claim).



The basement level layout indicates chases to house conveyors from Check-in Area to a TSA bag screening room, with chases continuing from the TSA bag screening area to the outbound baggage make-up units. Inbound conveyors from the BHS room at right also connect to the baggage claim units located at grade over the TSA bag screening room.

The layout of the terminal concept assumes all BHS cart traffic circulates around the south end of the RPT to access the apron edge VSR providing access to each of the 14 aircraft parking positions. This should be simulated and coordinated.

BHS Improvements and Facility Requirements

BHS DB designer to resolve the following issues of concerns:

- **FLEXIBILITY.** Solutions to BHS system layout and allocation shall be flexible for future modification, repair and replacement, reconfiguration as technology advances, and potentially as protocols may revise.
- **GSE TRAFFIC.** Solutions and options should be produced to support the reduction of GSE traffic on the apron edge VSR to expedite airline operations and reduce risk/delays.

- **COMMON USE.** Solutions should be produced to be compatible with common-use practice and multiple, unique ground handlers.
- **GROUND HANDLERS.** Solutions should be produced to be convenient for ground handlers and their needs for restrooms and break areas.
- **ATO AND BSO ALLOCATION.** Solutions should be produced to support the airline ticket offices (ATOs) and baggage service offices (BSOs) as required by multiple ground handlers/airlines and to corroborate activity levels as forecast in this PDM.
- **POTENTIAL FUTURE BHS CONNECTIONS.** Solutions should be produced to support offsite, curbside, valet, and parking structure baggage handling potential.
- **Porters.** Solutions should be produced to support third-party handling of baggage, including oversized baggage and early baggage.

Checked Baggage Inspection System:

- EDS Area – DB to define.
- On-Screen Resolution Room – An OSR room is shown for the OSR operation. The size of the room is to be determined and it is recommended that it be sized utilizing upcoming OSARP_2.0 requirements to reduce the amount of space required.
- Checked Baggage Reconciliation Area – A CBRA room is shown for the Bag Search and ETD operation. The size of the room is to be determined and it is recommended that it be sized utilizing upcoming OSARP_2.0 requirements to reduce the amount of space required.
- TSA Staff Locker and Breakroom Facility – Lockers and Breakroom space is shown and needs to be configured per input from TSA.
- TSA Staff Restrooms – Men's and Women's restrooms are shown for TSA staff and need to be configured per input from TSA staffing information and code requirements.
- **Baggage Room:**
 - Outbound Baggage Make-Up Devices/Operation assumes flat plate units for space economy but unit type is TBD by Airlines.
 - Inbound Claim Inputs to accommodate 3 cart trains plus tug
 - Baggage Handlers' Breakroom Facility
 - Baggage Handlers' Restrooms
- **Oversize Baggage Operation** – Outbound and Inbound Oversize Baggage could be handled via elevator or vertical baggage lift. Screening of Outbound Oversize Baggage is done in the CBIS area and then manually taken by Baggage Handler to the make-up area.
- **Bag Conveyor Chase Tunnels** – to potentially have bag drop inputs curbside and in the parking structure

Overall Limitation on Square Footage

The RPT design is intended as a replacement rather than expansion and is, therefore, subject to a community imposed overall area limitation of 355,000 SF for terminal development area, as permitted under E22-03 Progressive Design-Build Services

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DA/EIR restrictions. Some spaces shown in the concept layout are indicated as chases, which are “Not Included in Space Totals.” The BHS design must coordinate closely with the overall DB team design to provide all functions within the spatial constraint requirements.

Check-in Area and Lobby BHS

Check-in Counter Conveyors

Provide redundancy with a minimum of two mainline standard outbound belts conveying bags from the ticket counter conveyors and other inputs to TSA’s CBIS.

Plan for potential inputs from curbside or garage bag drop points.

Oversize and Non-Conveyable Outbound Baggage

Provide a minimum of one oversize outbound lift or elevator for larger bags from the check-in area and lobby to an oversize screening area staffed by TSA, and preferably within or adjacent to TSA’s CBRA. Any Oversize conveyor routes should avoid 90-degree turns and be as direct as possible.

Provide a direct route to porter non-conveyable checked baggage items from the ticket lobby to TSA screening, which may be combined with the oversize screening facility.

TSA Screening for all checked baggage

Checked Baggage Inspection System (CBIS)

Provide a standard CBIS that is compliant with current TSA PGDS and meets the peak capacity requirements for the facility. The DB team is responsible for meeting TSA approval for the CBIS design. The design should provide redundant lines throughout and the features including route for EDS Out of Gauge (EDS-OOG) bags. A minimum of one line will transport cleared bags to the BHS make-up area.

Checked Baggage Resolution Area (CBRA)

Coordinate with TSA through submittals where redundant lines will be required in and out of the CBRA. CBRA layout will meet PGDS requirements including slider top tables for moving cleared bags without lifting. The DB team will determine through TSA approval the required numbers of screening positions. Bags cleared at the CBRA will join the redundant outbound lines from the CBIS to the BHS make-up area.

Oversize and Non-Conveyables Screening

An oversize lift or elevator and a route for non-conveyable checked baggage items must be coordinated to reach a screening area for these items, ideally within or adjacent to the CBRA for coordination of TSA staffing. The DB team will determine through TSA approval the required numbers of screening positions for oversize and non-conveyable screening.

Baggage Make-up

Slope Plate vs Flat Plate Make-Up Devices

The DB team will propose options for either device type meeting the needs of the facility, comparing:

- Bag storage capacity (vs needs to staff for immediate removal of bags)
- Size and type of equipment (spatial requirement)
- Cost

- Reliability/Redundancy

The choice of equipment and layout is subject to approval in design development.

Oversize Make-Up

Cleared oversize bags from TSA screening will be delivered to one oversize make-up location at the make-up room. The outbound oversize line will end in an indexing (accumulating) conveyor for use by all airlines. Oversize conveyor routes should avoid 90-degree turns and be as direct as possible.

Layout of Make-Up Bag Room

Layout of the make-up facility will provide a minimum of 4036 parked cart spaces parked parallel to the make-up devices at carousels for the Open Year with two-way traffic drive lanes adjacent to each operational side of a make-up device. and for the Out Year, carts will be added if needed 48 spaces by reorienting cart staging orientation from parallel to perpendicular orientation. Perpendicular cart orientation for the out year with the carts parked perpendicular to the make-up device and occupying one of the two-way traffic lanes. This will restrict the adjacent drive lane bag make-up room to one-way traffic flow, but the system does not need to be expanded.

- At make-up units with parallel cart orientation carousels provide: 3 feet work zone for baggage handlers
- 8 feet min. width cart parking lanes
- Drive aisles of 12 feet min. width for one-way traffic, or two 10 feet min. width lanes for dual two-way traffic

Dual aisles should be provided where needed for circulation. Configurations may be considered offering two-way aisles with parallel cart parking in the Open Year, replaced by one-way aisles with perpendicular parking in the Out Year.

Make-up bag room will optimize drive aisles and tug/cart pathways for efficient use of space and access to and from aircraft. Travel time to the gates and criteria to minimize tug traffic at aircraft tails may require adding vehicle service roads (VSRs) for tug/cart use between aircraft positions, if feasible.

Baggage Claim

Slope Plate Claims

The DB team contractor will use slope plate claim units within terminal design constraints to support 390 linear feet (LF) of device perimeter for passenger activity.

Slope Plate Claim Device Area

Design should consider use of slope plate claim devices, using a minimum of three units with 390 feet total pax presentation (130' per claim). Flat plate units are more affordable, but layout must accommodate direct access to unload bags adjacent to claim.

Provide minimum spacing of 30 feet between slope plate claims and 15 feet to a wall or other line of demarcation.

Inbound Inputs

One inbound baggage conveyor belt will be provided per Bag Claim Device. In bound belts will be flat plate and have a 35-foot length of cart frontage. Each inputs length shall support cart trains of 3 to 4 carts. Units will be not less than 45 feet apart to allow for cart train maneuvering. Provide 3-foot clear work area for

baggage handlers, 7-foot minimum staging lane, and 10-foot minimum bypass lane at all input belts to claim.

Oversize and Non-Conveyable Bag Claim

The claim hall must include an oversize bag claim fed by an oversize lift or elevator. The inbound oversize line will end in a slide within the Claim Hall. Any oversize conveyor routes should avoid 90-degree turns and be as direct as possible.

Design must include a route for portering non-conveyable checked baggage to the Claim Hall, preferably close to the oversize bag claim. Direct access is preferred if possible. Coordinate with security specialists for any requirements for hand-delivering non-conveyable baggage to the Claim Hall.

Claim Hall Adjacencies

Coordinate layout for adjacencies to:

- Baggage Service Offices
- Baggage Storage Cabinets
- Access to curbside
- Restrooms

Summary Area Requirements

As the BUR RPT has a limit of 355,000 square feet, any request for additional allocation of space within a category will result in reduction of another category. It is important to agree on the priorities on the use of space and explore opportunities of using areas outside the building footprint.

EA	FEIR	Terminal Space Breakdown	EXISTING
Tenant Space	34,215	Airline Ticket Office - Leased	2,450
		Bag Service Offices - Leased	1,866
		Airline Office Space - Leased	7,714
		Breakroom/Lunchroom - Leased	incl above
		Non Airline Tenant Office Space - Leased	4,267
		Ramp Operations Rooms - Leased	1,683
		Ramp Storage Areas - Leased	1,614
		Ramp Accessible Breakroom - Leased	416
Sub Total			20,010
Tenant Common Areas	81,861	Check In Counter, Queue Space	10,726
		Holdrooms	26,328
		Bag Claim Area	10,779
		Ramp Accessible Employee Restroom - Common Use	272
		Ramp Accessible Breakroom - Common Use	
		Breakroom/Lunchroom - Common Use	
		Conference Room - Common Use	
		Ramp Control Room - if applicable	
		Outbound Baggage (Makeup)	9,706
Inbound Baggage (Stripping Belt)	6,134		
Sub Total			63,945
Mechanical/Utility	16,987	Mechanical Rooms	1,219
		Electrical Rooms	1,955
		IT Rooms	295
		Radio Rooms	
		Chiller / Boiler	1,500
Sub Total			4,969
Authority Offices	57,221	Administrative Offices	29,096
		Conference Room	526
		Public Meeting Room (Skyroom)	1,566
		Badging Office	675
		Breakroom/Lunchroom	169
		Lost & Found	230
		APD Terminal Space	5,600
		AFD Terminal Space - if applicable	
		Janitor Closets	400
		Loading Dock Adjacent (in-building space)	
		Terminal Command Center / BU Comm Center / BU EOC	
Ramp Control Room - if applicable (physical/virtula)			
Sub Total			38,262
Concessions	36,055	New & Gifts Storage / Office	447
		New & Gifts - Pre Security	2,585
		New & Gifts - Post Security	
		Food & Beverage Storage /Office	2,344
		Food & Beverage - Pre Security	12,064
		Food & Beverage - Post Security	
		Food & Beverage - Kitchen	2,671
		Lounge	
Sub Total			20,111
TSA/Security	37,685	Security Screening Lanes (including divest and recompose)	9,175
		PSS Queue	
		Employee Screening	
		Goods Screening	
		Bomb Room	516
		Baggage Screening	17,008
		TSA Support	4,246
Sub Total			30,945
Public Space	90,976	Check-In / Bag-Claim Area Circulation	1,407
		Concourse Circulation	36,682
		Airside Restroom	6,281
		Landside Restroom	incl above
		Pet Relief Area	160
		Employee/Authority Circulation	5,858
		Employee Restrooms - Common Use	2,800
		Vertical Circulation	573
Sub Total			53,761
	355,000		232,003

END OF TERMINAL

Section 3: Landside: Roadway and Parking

Background

Today's airport terminal landside systems consist of a variety of facilities including roadway, curbside, pedestrian and bicycle, and parking. Each landside element performs a unique function and is dependent on the proper functioning of the other elements. With the appropriate planning and design, the airport landside elements should operate efficiently, not only as stand-alone components, but also as part of a cohesive landside system to serve airport customers.

Airports need to be integrated with the surrounding urban fabric, and the airport landside systems should provide seamless transitions between the region or urban cores. The airport's roadways must consider the proper integration and connection of transit, pedestrian, and bicycles, as well as general vehicle traffic. With efficient planning and design of useful connections with the existing transportation facilities, the landside system can effectively connect the on- and off-airport environments.

The primary function of the landside system is the efficient movement of people, traffic, and freight. The customers' impression using the landside system and their overall experience at each of these connecting facilities is an important consideration. The customer experience can affect the success of the landside operations and should strive for the following:

- ➔ Begin the experience before the customer arrives at the Airport.
- ➔ Extend the experience through all phases of travel into the terminal campus.
- ➔ Conclude the experience as the customer travels from the terminals to the off-airport area.

Airport landside facilities are undergoing a period of rapid change due to emerging technologies and the increasing customer behavioral adjustments that are reshaping the ways customers access and egress the airport. Therefore, a critical component of the completed landside system will be to maintain enough flexibility within the planning and design to accommodate capacity growth and future uses that are not realized today.

The following sections summarize the planning, engineering, and technical requirements for the landside system in the context of the RPT at the BUR (the Airport). The objective is to develop a landside system that meets the current needs of the Airport and provides flexibility for the Burbank-Glendale-Pasadena Airport Authority (the Authority) to accommodate future customer demands.

Landside Overview

The land area available for landside facilities at the Airport is limited. As part of the RPT, a significant portion of the existing area will be modified to provide the necessary roadway, curbside, pedestrian and bicycle, and parking facilities for the efficient operation of the landside system. The details of roadway geometries, curbside facilities, and parking configurations shall be the responsibility of the DB.

The key potential elements of the landside program include the following:

- ➔ Roadway access to and from all other landside and related program elements, including recirculation.
- ➔ Curbside facilities near the terminal building.
- ➔ Parking lot(s)/garage(s) near the terminal.

- Surface parking area near the airport entrance for various potential users.

Other facilities served by the roadways include air traffic control tower (ATCT) facility/ future aircraft rescue and firefighting (ARFF), terminal loading dock, ground service equipment (GSE) Maintenance Building, Airline Cargo Building, and airside access gates. The ATCT will remain in operation throughout the construction of the RP. Roadway access and parking must be maintained to the ATCT at all times. Any proposed modifications during construction must be coordinated with and approved by the Authority and the FAA. Access to the Authority bus charging facility must also be maintained.

Landside Improvements and Facility Requirements

The landside improvements and facility requirements associated with the program are summarized in further detail in the following sections. The DB shall provide analyses, solutions, and options for the following landside issues that may not be fully resolved:

- Roadway geometries to accommodate the full range of vehicles using each portion of the landside system, including where appropriate, trucks, buses, and emergency vehicles.
- Surface parking allocation at main entrance/Hollywood Way, allowing convenient access to and from both main entry and terminal, such as to accommodate overflow valet storage.
- Employee parking structure to be addressed as interim surface parking.
- Valet operation, including drop-off, storage, access, queuing, and pickup.
- Short and long-term public self-parking within the RPT public garage and remote lots with busing, with an equitable split between self-parkers and valet storage for garage versus remote allocations, generally favoring self-parkers to reduce their busing.
- View Corridor (as defined below in Section C.1.3.2 Goals) options to be addressed such that View Corridor community goals and vision are upheld and refined; render practical and fully supportive of user experience potential and goals.
- Ascertain landside access requirements for Central Utility Plant (CUP) and ancillary support facilities.
- Ascertain landside parking requirements supportive of Concepts of Operation for Airport Police and other stakeholders.
- Ascertain airport operations area (AOA) access points and gates.
- ARFF facility to be deferred; maintain access both landside and airside for future development.
- Electrical substation shown on ALP at secondary access via Cohasset has been built elsewhere (off airport property) and site use is being determined by the RPT program; uses may include landside access/logistics support area and/or CUP, ancillary facilities, etc. and must be fully coordinated by DB.
- Number and arrangement of terminal/garage curb lanes, width of lanes, access, and allocations for private passenger vehicles, transportation network companies (TNCs), taxis, limos, and shuttles, regional intermodal transportation center (RITC), MetroMicro, and municipal buses/vans.
- Areas within the garage or elsewhere for the functions not accommodated at the curbs, such as valet operations and TNC pickups, but arranged so that all entries and exits for the garage do not require related traffic to use the curb roads approaching or leaving the garage.
- Organize landside functions such that conflicts between pedestrians and vehicular traffic are minimized to enable safe movements and avoid congestion for either pedestrians or vehicular traffic.

Landside Users

The airport serves a diverse group of users, each having distinct needs that affect the planning and design of landside facilities. Based on prior surveys, about 45% of airport drivers will access the new terminal via North Hollywood Way from the north and 40% from the south, with about 10% via Winona Avenue from the east, and 5% via Cohasset Street.

Passenger mode of access to the airport is critical in understanding the needs of airport users in the context of the Burbank area. **Table 3-1** shows the approximate distribution of passenger mode choice in recent years, including 2019 (pre-pandemic) and the approximate range of values during the main pandemic period. Mode choices during the pandemic generally shifted to self-drive choices, with reduced exposure to commercial drivers, such as TNCs. However, these shifts are expected to reverse after the pandemic, as shown in the table as the “projected” mode choice during the initial years of use of the RPT. These projections also take in account expected overall parking changes at the airport, such as expanded close-in parking, potentially higher prices for valet, and other factors. The mode choice varies throughout the year, based on the type of traveler using the airport. The values shown are representative of both arriving and departing passengers. Additional changes over the years are likely, and the design of the landside facilities should allow for flexibility and resilience.

Table 3-1: Recent passenger airport access mode choice

	2019	Jul 20-Apr 21	Projected
Hourly parking	2	~1-4	3
Long term premium parking	9	~5-13	12
Long term remote parking (via shuttle bus)	8	~6-9	7
Valet parking	5	2-5	3
Private vehicle at curb	24	~22-33	21
Taxi at curb	2	~1-3	2
Limo at curb	1	~1	1
TNC at curb/plaza	28	17-22	30
RITC (via shuttle bus)	15	17-26	15
Hotel/transit/other (via shuttle bus)	6	~6	6
Totals	100	~100	100

Source: AECOM analyses of Authority data

A summary of key *projected* data points for consideration in the design process includes the following:

- ➔ Approximately half of passengers access the Airport via their own private vehicles, or a private vehicle operated by a non-commercial operator. This includes private vehicles using the curbs, parking on-airport, and parking off-airport. The new parking garage(s) are expected to accommodate hourly and daily parking, including some of the multi-day parking.
- ➔ Approximately 30% of passengers access the Airport via taxi or a TNC (e.g., Uber or Lyft).
- ➔ Approximately 28% passengers use a service that shuttles groups of passengers to and from the Airport by shuttle bus or similar larger vehicles. This category includes the RITC shuttles (including rental car patrons and regional rail passengers from the adjacent Burbank Airport - South Metrolink station), hotel courtesy shuttles, remote parking shuttles, and various specialty services.

- A small percentage of passengers access the Airport via public transit, by bicycle, or by foot, including the ability to walk to the new terminal from the Burbank Airport – North Metrolink station. Although this may be a small percentage, it is a growing mode that needs to be considered, to ensure safety as well as to see that the unique needs of these users are accommodated.

The landside system also serves employees, including Authority employees, tenants, flight crews, concessionaires, contractor and service providers, law enforcement officers, and others. Although there is limited data on employee travel habits, available information indicates that most employees drive personal vehicles to work, with a small percentage taking public transit, walking, or biking to work. Most employees are expected to take a shuttle to access and egress the terminal area from remote parking. A smaller percentage of employees are expected to park in facilities close to the terminal area.

In designing the landside system, it is important to note that the Airport serves a wide range of user groups who have unique needs and that the user group mix and mode choice are constantly changing. New facilities must be planned and designed with consideration of potential future uses rather than solely on existing uses.

Landside Experience

The airport's landside system serves as the customer's first and last impression of the airport, making this a critical element in designing the customer experience.

Airport Cooperative Research Program (ACRP) Report 157 defines customer experience as, "the net impression of all of the experiences a customer has in an airport, as judged by customers based on their individual standards, expectations, and perception."

Public charrette input received during the 2019 timeframe is critical to guide and meet the expectations of the public, the Authority, project and community stakeholders, and the Design-Build Team and shall form an integral part of the design and review process. Key landside-related results from the charrette are as follows:

- Create a strong sense of arrival and sense of place.
- Maximize accessibility for all users.
- Multi-modal access: design for easy access to and from the terminal, including curbside drop-off and pick-up, trains and shuttle connections, separate ride share areas, and curbside check-in within close proximity to ticketing areas; consider the provision of a dedicated roadway for the RITC shuttle, and options for close-in parking.
- Provide a visible presence for airport security and support staff.
- Simple and functional signing.
- Functional and distinctive weather protection.
- Traditional, bold, and artistic lighting design.

Vision

The sum of the individual facilities, coupled with customer experiences, defines the overall landside program. The following descriptions provide a broad illustration of the customer experience when accessing and egressing the airport in the context of the RPT.

- Airport Access/Entry: In the context of the scope of this project, the customer's landside experience begins and ends on the interface of the Airport roadways with local roadways. Regardless of mode choice, the customers will access the Airport from either North Hollywood Way or Winona Avenue. Context-sensitive design features along with static and dynamic wayfinding systems guide the

customer along the roadways to the terminal building. The context-sensitive design and signage establish a clear and recognizable brand and enhance the on-airport roadway experience.

- At the Terminal: As the customer approaches the terminal campus, a combination of static and dynamic wayfinding markers and signs provide clear decision points. The customer is directed to either the curbside or parking facilities. As the road branches, they are guided to the appropriate curb, plaza, and parking facilities. Traffic flow and messaging are moderately paced. The customer is provided with intuitive connections between the landside and terminal facilities that meet the unique needs of each facility's users.
 - Interface between the landside elements and the terminal shall be prioritized in terms of safety, convenience, and simplicity.
 - Elimination of roadway crossings is a key project goal.
 - Preservation of long-term flexibility, and capacity of dynamically changing programmatic functions is a key attribute to be secured.
 - Futureproofing of landside functions and key interfaces between the landside and terminal functions shall be comprehensive and forward-looking.
- Egressing the Airport: On exiting the Airport, the customer again is provided with traffic flow and messaging, moderately paced and accessible to a wide range of modes. Context-sensitive design elements and signage aesthetics re-establish a clear and recognizable brand, intended to leave the customer with a positive impression of the Airport.

Goals

The customer experience vision described above is based on goals and objectives articulated by the Authority during the landside facilities programming process. The goals emphasize that the landside system should provide more than a strictly utilitarian function of efficiently moving people and vehicles to and from the terminals. The Authority wants to leverage opportunities to use the landside roadway, curbside, pedestrian and bicycle facilities, and parking facilities to welcome customers and allow the Airport to more easily adapt and respond to growth in demand and changes in technology. Passenger safety and convenience are emphasized.

The specific landside objectives include the following:

- Minimize time from airport arrival to terminal with free-flow roadways, efficient parking, and short walks.
- Provide convenient parking and curbside options.
- Increase safety by minimizing vehicle / pedestrian interface points.
- Provide a flexible infrastructure to accommodate changes in passenger preferences regarding mode split.
- Encourage public transportation through efficient routing and convenient boarding and alighting zones.
- The broader Authority goals are summarized by the following goal statements:
 - Extend the terminal experience to and through the landside facilities.
 - Create a gateway to the Airport that defines the customer's arrival and departure at the airport.
 - Serve as a gateway to Burbank and the surrounding region.
 - Provide facilities that are flexible to accommodate changes in airport operations.
 - Align with regional transportation plans.

- ➔ Maintain a view corridor from the terminal by considering the physical setting of the terminal (e.g., Verdugo Mountains, San Fernando Valley)

The goals and objectives are referenced throughout this section, which describes the physical planning process for the primary landside facilities, surface transportation and parking, and technical requirements of the Authority for the landside facilities.

Standards

The following documents are referenced in selected sections in this section:

- ➔ California Department of Transportation (Caltrans), Highway Design Manual
- ➔ Transportation Research Board, Highway Capacity Manual, Sixth Edition: A Guide for Multimodal Mobility Analysis
- ➔ Airport Cooperative Research Program (ACRP) Report 40: Airport Curbside and Terminal Area Roadway Operations
- ➔ Development Agreement between the City of Burbank and the Airport Authority for the Replacement Terminal Project
- ➔ BUR Final Environmental Impact Report
- ➔ BUR Airport Layout Plan
- ➔ City of Burbank Municipal Code
- ➔ American Association of State Highway and Transportation Officials (AASHTO) Document A Policy on Geometric Design of Highways and Streets

Projected Landside Demands

The projected landside demands to be used as the basis for landside developments have been analyzed in terms of an “opening year” and an “out year” of operation, based on projected flight schedules, load factors, mode splits, and other factors. Note that these projected demands are different from those developed in the Concept Validation Report (CVR) but are consistent with the demand data developed in Section 2, except that the terminating passengers in Section 2 represent the deplanements at the gates, where the data here reflect the smoothing of the peaks at the groundside facilities, due to bag claim and other timing, as developed in terminal simulations. The results show an early morning departures peak, a mid-day combined peak, and a late evening arrivals peak, with hourly passenger volumes as shown in **Table 3-2**. Using the mode choice data from above and other factors, the estimated peaks on landside facilities and related requirements are as summarized in **Table 3-3**. Note that the number of parking spaces along the airport entry road will depend on the overall groundside design and the manner in which the other requirements are addressed.

Table 3-2: Design passenger hourly volumes

	Opening Year		Out Year	
	Originating passengers	Terminating passengers	Originating passengers	Terminating passengers
Morning peak	1370	100	1870	100
Mid-day peak	960	1210	1580	1820
Evening peak	100	1230	1110	1850

Source: AECOM analyses of Authority data

Table 3-3: Landside facilities design loads and requirements

	Opening Year	Out Year
Inbound roadway, vph	1050	1625
Outbound roadway, vph	1075	1650
Curbside, feet	1540	2140
Public parking garage spaces (max)	3180	3180
Employee parking spaces	600*	600*
Parking spaces at airport entry	As req'd	As req'd

* Goal of 200 employee spaces near terminal

Source: AECOM analyses of Authority data

Landside Surface Transportation System

The Landside Surface Transportation System is the set of facilities that provide the means for moving people and freight safely and efficiently into, through and out of the airport campus. It consists of the roadway, curbside, and pedestrian and bicycle facilities. The Landside Surface Transportation System also directly interfaces with the terminal, parking, and other airport facilities.

The design of the landside facilities shall provide level of service (LOS) C or better, in accordance with the Highway Capacity Manual methodology and the ACRP Report 40: Airport Curbside and Terminal Area Roadway Operations, based on applicable roadway type. The design shall comply in all respects with the related requirements identified in the Development Agreement with the City of Burbank, including all exhibits, and with relevant portions of the Burbank Municipal Code. However, the Tulare Street connection identified in the Development Agreement shall not be required. The landside design shall also comply with the Final Environmental Impact Report (FEIR) for the project.

Note that, depending upon the terminal and parking garage designs, the above curbside requirements may be provided with a combination of the following:

- Curb(s) between the terminal and the garage,
- Curb(s) in the garage, and
- Areas in the RPT garage.

Roadway Facilities

As the primary means of connecting the Airport customers with Burbank and the broader region, the Authority has identified the roadway facilities as a critical component of the success of the RPT. The purpose of this section is to provide the DB with a clear description of the functional requirements for roadway facility operation and the constraints on roadway facility development.

Functional Requirements

The roadways shall provide safe and efficient access (ingress, circulation, and egress) between the main airport entrance at the intersection of North Hollywood Way and Winona Avenue and the following destinations:

- Public curbside drop-off and pickup (DO/PU)
- Commercial vehicle DO/PU
- Public Transportation DO/PU
- Valet parking DO/PU

- Terminal area self-parking facilities
- Surface parking area(s) near the entrance
- Air Traffic Control facility
- Terminal loading dock for goods delivery and trash collection
- GSE Maintenance Building
- Airline Cargo Building
- Airside access gates (to be coordinated with terminal, airside, and security designs)

Access to and from the following shall also be provided (and is preferred) via Cohasset Street: terminal loading dock, the GSE Maintenance Building, the Airline Cargo Building, the employee parking facilities, and the north airside access gate. Limited access to and from Cohasset Street shall also be available as a backup when access to or from the main airport entrance is interrupted. Note that any changes to Cohasset Street may need to be coordinated with the Airport Authority, the City of Burbank, and the City of Los Angeles.

Convenient recirculation from the terminal curbside and parking back to the terminal facilities shall also be provided.

The roadways shall be designed to provide maximum safe speeds and minimize traffic controls to minimize trip times. Adequate numbers of lanes shall be provided at all locations to provide LOS C or better (Open Year) and LOS D or better (Out Year) with the projected peak traffic demands. Proper lane balance shall be used at all roadway merges and diverges. Turn radii and lane widths shall accommodate safe sight lines and worst-case traffic types using each section of roadway, including considerations of fire trucks, tractor-trailers, and large coach buses. Consideration should also be given to fire department responses and staging to allow other vehicles to bypass response areas. More specific requirements are given in Section C.5.

A means shall be provided for the ability to implement vehicle screening of all vehicles accessing the terminal area when and as required by TSA.

Improvements to the roads around the airport shall be provided, as described in the Development Agreement with the City of Burbank, Exhibit G, Sections 42 through 44, to the extent that these improvements have not already been completed.

Roadway Facility Development Constraints

The RPT site is very constrained, both in terms of terminal space and landside space, as defined in the Development Agreement with the City of Burbank. The landside facilities must be contained within the boundaries defined and generally match the elevations of the surrounding areas near the boundaries. The proposed site has significant elevation variation from northwest to southeast. The landside facilities elevation must be selected while taking into account the site characteristics and the selected terminal configuration.

On-Airport Roadway Programming Considerations

During programming, multiple configurations and iterations of the On-Airport Roadway were explored. Each iteration revealed information regarding configurations that met the Authority's goals and objectives for the program. The following is a discussion of the critical factors contributing to the conceptual roadway. Note that these projected requirements are different from those developed in the CVR, in terms of passenger activity levels and other factors, such as the projected future vehicle occupancy ratios and curb dwell times by vehicle types as shown in **Table 3-4**. Note that valet drop-off times include time for moving vehicles to storage, while pickup times assume drivers wait for vehicle retrieval.

Table 3-4: Projected parameters by mode

	Air passengers per veh.	Drop-off dwell, min.	Pickup dwell, min.
Hourly parking	1.3	-	-
Long term premium parking	1.3	-	-
Long term remote parking (via shuttle bus)	5	2	
Valet parking	1.5	30	5
Private vehicle at curb	1.5	1.5	2
Taxi at curb	1.5	1.5	2
Limo at curb	3	2	2.5
TNC at curb/plaza	1.5	0.7	1.5
RITC (via shuttle bus)	10	3	3
Hotel/transit/other (via shuttle bus)	5	2	2

Note that bus/van modes assume a single stop for both Drop-off and pickup

Terminal access roads shall allow all airport shuttles, metro buses, and Burbank Bus vehicles to access the terminal at no cost to public transit operators. Adequate transit-only bypass lanes shall be provided to allow all transit vehicles to have dedicated bus stop locations for passenger boarding and alighting. These bypass lanes shall be constructed so that they allow vehicles to bypass vehicle traffic congestion caused by passenger car pickup and drop-off activity in front of the terminal and shall be of a length sufficient to allow transit vehicles to bypass vehicle queuing caused by congestion at the terminal entrance corresponding to the peak travel day of the airport. A dedicated passenger boarding and alighting area shall be provided for all transit vehicles in front of the main terminal entrance. This area shall be improved with lighting, shelters, transit information, and other transit passenger amenities. This requirement may apply to access from either the main entrance or from Cohasset Street but does not imply dedicated bus lanes along all entry roads.

Terminal Access Programming Considerations

The key programming considerations are the projected volumes of traffic accessing each of the terminal areas and other destinations and their expected variations during a design day and over the years. Another key issue is having a straightforward sequence for roadway decisions to the various terminal area destinations and back to airport exits. The traffic is expected to include passenger car (PC) sized vehicles (public parking and curbside, taxis, and TNCs), buses, and other types of vehicles, with the projected hourly volumes shown in **Table 3-5**. Note that close-in parking inbound trips are only associated with departing passengers and inbound escorts of arriving passengers, while remote parking buses and other bus trips have both inbound trips serving departing passengers and outbound trips serving arriving passengers. Other curb modes (private auto, taxis, limos, and TNCs) include both inbound and outbound trips for each passenger direction. Valet operations could have both inbound and outbound trips per passenger direction, depending on the location(s) of valet storage spaces.

Table 3-5: Projected inbound hourly volumes

Vehicle Type	Opening Year			Out Year		
	AM	Midday	PM	AM	Midday	PM
Parking (PC/hr)	209	205	96	274	310	251
Curbside						
PC/hr	533	780	475	719	1223	1063
Buses/hr	68	62	62	89	87	88
Other/hr	5	5	5	5	5	5
Totals (vph)	816	1052	638	1087	1625	1407

Source: AECOM analyses of Authority data

Airport Exit Programming Considerations

The exiting traffic is similar to the inbound, with the projected hourly volumes shown in Table 3-6. Note that close-in parking outbound trips are only associated with arriving passengers and outbound escorts of departing passengers, while remote parking buses and other bus trips have both inbound serving departing passengers and outbound trips serving arriving passengers. Other curb modes (private auto, taxis, limos, and TNCs) include both inbound and outbound trips for each passenger direction. Valet operations could have both inbound and outbound trips per passenger direction, depending on the location(s) of valet storage spaces.

Table 3-6: Projected outbound hourly volumes

Vehicle Type	Opening Year			Out Year		
	AM	Midday	PM	AM	Midday	PM
Parking (PC/hr)	92	228	200	110	332	320
Curbside						
PC/hr	533	780	475	719	1223	1063
Buses/hr	68	62	62	89	87	88
Other/hr	5	5	5	5	5	5
Totals (vph)	699	1075	743	923	1647	1476

Source: AECOM analyses of Authority data

Vehicle Screening Considerations

At times designated by the TSA, it may be required to provide vehicle screening of all inbound traffic, in ways developed in coordination with the TSA. Adequate space, capacity, and traffic controls shall be provided to accommodate screening operations and related routing and queuing of vehicles. Any normal functions displaced by this operation shall be accommodated in alternate locations.

Curbside Facilities

Depending upon the terminal and parking garage designs, the following curbside requirements may be provided with a combination of the following:

- Curb(s) between the terminal and the garage,
- Curb(s) in the garage, and
- Areas in the RPT garage.

The designated allocation of curbside facilities may change over time, either long term or by time of day, if adequate management and control of the allocations are provided along with clear wayfinding.

Arrivals (Pick-up) Curbside Requirements

The projected arrival curbside active-loading space requirements by vehicle type are shown in **Table 3-7**. Additional spaces may be needed for queuing of selected types, such as taxis, TNCs, and valet services.

Table 3-7: Projected arrivals (pick-up) curbside spaces required

Vehicle Type	Opening Year			Out Year		
	AM	Midday	PM	AM	Midday	PM
Private vehicle	2	8	9	2	14	14
Taxis	2	2	2	2	2	2
Limos	2	2	2	2	2	2
TNCs	2	10	10	2	14	14
Valet pickup	1	4	4	1	5	5
Buses/vans	9	9	9	11	11	11
Total vehicles	18	35	36	20	48	48

Source: AECOM analyses of Authority data

Departures (Dropoff) Curb Requirements

The projected departures curbside space requirements by vehicle type are shown in **Table 3-8**. Additional provisions shall be made for law enforcement officers at the approach end of the curb.

The curbside length requirements defined in **Table 3-8** are based on these space requirements and average effective vehicle lengths of 25 feet for passenger cars and 35 feet for typical buses/vans, as well as combined drop-off and pick-up dwell time for buses/vans. These requirements may be provided at the primary curb or in the garage.

Table 3-8: Projected departures (drop-off) curbside spaces required

Vehicle Type	Opening Year			Out Year		
	AM	Midday	PM	AM	Midday	PM
Private vehicle	8	5	1	12	9	7
Taxis	1	1	1	1	1	1
Limos	1	1	1	1	1	1
TNCs	5	3	1	7	6	4
Valet drop-off	21	14	1	29	24	1
Buses/vans*	0	0	0	0	0	0
Total vehicles	35	23	4	50	41	14

* Assumed to be included in arrivals above with combined stops for drop-off and pickup

Source: AECOM analyses of Authority data

Curbside Facility Pedestrian Circulation

Adequate space shall be provided adjacent to the curbside facilities to enable safe and comfortable loading and unloading of vehicles, including techniques for weather protection. Consideration shall be given to baggage use and conflicting items, such as columns, benches, signing, curbside check-in, etc.

In addition, safe and comfortable pedestrian routes shall be provided for movements between curbside facilities and the terminal, minimizing pedestrian crossings of vehicular traffic. Special consideration shall be given to related pedestrian and vehicular volumes at crossings, to ensure adequate capacities for both pedestrians and vehicles to avoid congestion and significant queuing. Means shall be provided to restrict pedestrian crossing of roadways at locations other than designated crosswalks. Related crosswalk volumes are expected to require signalization of crosswalks on the main curb roadway. Where necessary, grade separation of flows may be needed.

Pedestrian and Bicycle Facilities

Pedestrian and bicycle facilities shall be provided, allowing safe access from the airport entry points at Winona Avenue and Hollywood Way and at Cohasset Street to the new terminal and terminal area public and employee parking and back. This shall include a lighted ten-foot-wide sidewalk along the entry roads. Pedestrian facilities shall also connect all terminal area buildings. Bicycle racks shall also be provided near the terminal or parking areas for both the public and employees, with at least 50 total racks.

Parking Considerations

Parking facilities shall be provided as part of the RPT project, including public parking for air passengers and visitors, as well as airport employees. A total on-airport public parking supply of no more than 6637 spaces shall be allowed, including both self-park and valet storage spaces, considering both garages and parking lots. At the completion of the Project, available public parking will include the following facilities: the existing structure currently used for valet storage and the RPT public garage built as part of the Project, existing surface lots (C, D, and G), the RPT employee lot, the new lot(s) in the terminal entry road area, and other areas. The DB is encouraged to consider adopting the minimum standards of ParkSmart in the parking facilities designs. The DB shall measure, record, and report the proposed design's anticipated performance according to these standards for Authority and Authority's representative's review.

The public parking supply may be used for a range of parking products with varying parking fee structures, parking durations, space requirements, and passenger convenience, as the Airport Authority may from time to time adjust. Adequate flexibility shall be designed into the parking facilities to permit the widest range of product selection by the Airport Authority. It is assumed that revised future pricing will encourage greater percentage use of public self-parking in the garage, less public parking remote, and less overall valet parking.

The total number of electric vehicle (EV) charging stations shall be finalized during design.

Parking Garage Requirements

Up to 3,180 public parking spaces may be included in the RPT new public parking structure(s), to be potentially used for a variety of parking products, as selected from time to time by the Airport Authority. Most of these spaces are expected to be used by hourly, daily, and some multi-day users, on heavy days in the early years, and more frequently in the out years, allowing flexibility in optimizing parking products. Other areas within the garage(s) may be used for other purposes, such as drop-off, storage, and/or pickup spaces for valet parking and commercial vehicles, including taxis, limos, TNCs, and shuttle buses and vans, as may be needed to provide the best overall groundside operations, in conjunction with terminal curb(s). If potential adjustments to groundside facilities allocations are expected to be made over the years, provisions shall be made in the initial configurations to accommodate such adjustments, including features such as garage column spacing, required turn radii, lane widths, and vertical clearances. A maximum garage height

of 82 feet is allowed. It is preferred that no parking be provided on floor-to-floor ramps and that they be as short as possible assuming preferred slopes less than about 8%, but always within the slope limits and conditions identified in the Development Agreement.

Separate garage entries and exits shall be required if a mix of revenue control methods are to be used for different traffic flows, such as public parking and the other potential uses listed above. Each entry and exit, along with related revenue collection equipment, shall be sized to accommodate the expected traffic flows with minimal queuing. Entries and exits shall also be integrated with the adjacent roadway system to ensure safe operation with LOS C or better (Open Year) and LOS D or better (Out Year) performance. It is strongly recommended that parking, valet, and TNC entries and exits be arranged to avoid vehicular trips along the curb(s).

Other required features of the parking facilities shall include signage, parking guidance system(s), lighting, closed circuit television (CCTV), communications, security elements, and vertical circulation, etc. An office shall also be provided in the garage for a parking and valet operations center.

Employee Parking Requirements

A maximum of 600 parking spaces shall be provided for on-airport employee parking. A recommended 200 spaces shall be near the new terminal, while the others may be served by shuttle buses/vans.

Other Parking Facilities

Additional parking shall be provided along the entry road to the new terminal. This parking lot(s) may be used for various potential purposes, as best meets the overall integrated groundside operation of the airport, including limited (e.g., overflow) valet storage spaces, commercial vehicle staging needs not provided off-airport, cell phone lot, etc. Related parking entries and exits shall accommodate traffic to and from the airport entry, as well as to and from the terminal area, while minimizing impacts to the through traffic. It is not anticipated that this area will include parking that requires shuttle bus service.

Existing Facility Considerations

Use of existing parking lots A shall be discontinued to facilitate the construction of the RPT. Lots B, and E and the existing hourly garage shall be discontinued when replacement parking is constructed and opened. The existing hourly garage shall be demolished as part of the DB team's scope. The parking area around the RITC will be reconfigured to accommodate the overall airport parking approach (by others).

Engineering and Technical Requirements

Introduction

This section identifies engineering and technical requirements related to landside surface transportation considerations for the RPT. The "programmatic criteria" defined in this document are the result of the preliminary analysis and findings. The DB should determine the final roadway design, which will include reviewing the criteria defined in this document and/or identified during program development and implementation.

Roadway

For this document, the following requirements apply to roadway, pedestrian and bicycle, curbside, and parking facilities that transport vehicular traffic.

Design Speeds

The design speeds for all roadway elements shall be selected to ensure safe traffic operations, while minimizing trip times, considering roadway geometries, shoulders, sight lines with respect to horizontal and vertical curves and obstructions, signing requirements, projected traffic volumes, adjacent curb and parking activities, and other considerations.

Geometric Design

The geometric design for roadways on Airport property shall be in accordance with the current edition of the California Department of Transportation (Caltrans) Highway Design Manual [BD1] [SB2]. Where the requirements of the Caltrans Highway Design Manual do not apply, design should be in accordance with the guidelines outlined in the current edition of the AASHTO document *A Policy on Geometric Design of Highways and Streets*. Local roadway modifications, including but not limited to North Hollywood Way and Winona Avenue, shall be designed in accordance with the Development Agreement between the City and the Airport; at-grade pedestrian and bicycle facilities also shall be designed in accordance with this document. When a driver makes a decision following the exit from a higher design speed roadway to a roadway with a lower design speed, the Authority requires that the minimum decision spacing be in accordance with the requirements of the higher design speed roadway. This will give the driver the maximum time necessary to make decisions. When guidance is not provided by the Caltrans Highway Design Manual or the AASHTO Policy on Geometric Design of Highways and Streets regarding minimum decision spacing for low-speed roadways, the DB should use its professional judgement to determine the minimum decision-spacing distance. When the DB proposes to vary the design from the established standard, the proposed methodology shall be reviewed with and approved by the Authority, to ensure that the methodology is consistent with the Authority's customer experience goals. If the DB proposes to modify a standard for a local street, the proposed modification shall be approved by the Authority and the approving local agency.

Lane Widths

Airport roadway traveled way (lane) widths shall be in accordance with the requirements of the current edition of the Caltrans Highway Design Manual. The On-Airport Roadway is expected to require an 11-foot lane width at certain locations, to accommodate site constraints and future development requirements. Where single-lane roadways are provided, a minimum width from face of curb to face of curb of 18 feet shall be provided, to allow space for a vehicle to pass a stalled vehicle. For curbside facilities, lane widths should be determined by the DB using a logical approach that considers lane use and adjacency to loading zones. The minimum lane width allowed is 11 feet.

Lane widths and associated inner and outer turn radii shall meet the requirements associated with the worst-case vehicle type anticipated to use each roadway element.

Local roadway lane widths, including any requirements for bike lanes, shall be in accordance with the Development Agreement between the City and the Airport.

Vertical Clearance

Unless noted otherwise, minimum vertical clearances for airport roadways shall be provided in accordance with the current edition of the Caltrans Highway Design Manual. For this document, vehicular bridges fall under the category, "All Projects on Conventional Highways and Local Facilities." A reduced vertical clearance may be allowed at specific locations, because of specific operational requirements. For Airport roadways, the minimum vertical clearance shall not be less than the minimum required by the current edition of the California Building Code. For parking facilities, the minimum vertical clearance requirements shall be determined in coordination with the Authority during design to meet operational goals of the facility, but the vertical clearance must never be reduced from the existing conditions without formal approval from the

Authority. Preferred clearances for the parking garage are 13 feet for the first floor and 8 feet for all other floors, with a minimum of 8 feet-2 inches on floors providing American with Disabilities Act (ADA) parking.

Pavement Design

Pavement for the roadway system shall be designed based on a thorough investigation of site conditions, including existing subgrade soils and structural materials, environmental conditions, projected traffic, and vehicle types anticipated for the facility. At a minimum, the design approach for pavement incorporated into the finished facilities shall comply with the roadway pavement design methods for the category, "New Construction and Reconstruction," described in the Caltrans Highway Design Manual.

The pavement design shall include a life-cycle cost analysis (LCCA), as defined in Topic 619 of the Caltrans Highway Design Manual, to inform the Authority regarding the initial and potential long-term costs associated with a given pavement design. Because of a lack of redundant vehicular circulation routes, maintenance of airport roadways is challenging and affects operations. This results in a relatively high cost of maintenance that must be considered in the LCCA. In addition, maintenance methods used in the future may result in environmental or sustainable impacts that are deemed less desirable by the Authority. The DB shall coordinate the details of the LCCA with the Authority, to ensure that pavement design meets the Authority's short and long-term cost, environmental, and sustainability goals.

Construction Plans and Specifications

Roadway work on Airport property shall be constructed, including material and testing requirements, in accordance with the current Caltrans Standard Plans, Caltrans Standard Details, and Caltrans Standard Specifications. Roadway work off Airport property shall be constructed, including material and testing requirements, in accordance with the Development Agreement between the City and the Airport. The DB shall use its professional judgement to identify areas in which standard plans and specifications do not apply and shall develop unique, site-specific plans, details, and specifications as required.

Transportation Structures

The program incorporates several transportation structures, including but not limited to bridges, earth-retaining structures, highway signs, luminaires, and traffic signals. When structures are required that are not specifically identified in this section, designs shall be completed in accordance with the industry standard of care.

Bridges

Bridge structures shall be designed in accordance with the current edition of the AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications Manual, with Caltrans' amendments. The Authority's preferred bridge superstructure type for vehicular bridges is cast-in-place, post-tensioned, or conventionally reinforced box girder systems. Other structural systems may be considered at the request of the DB when appropriate because of construction cost, constructability, or maintenance considerations.

Earth-Retaining Structures

Earth-retaining structures shall be designed in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications Manual, with Caltrans' amendments. When selecting earth-retaining structural systems, special consideration shall be given to wall heights and the anticipated long-term settlement of the underlying soils, to ensure that an acceptable transition from retaining wall sections to the bridge structures and from retaining wall sections to the pavement on-grade are provided. Both mechanically stabilized earth (MSE) retaining systems and other structural systems may be considered at the request of the DB when appropriate because of construction cost, constructability, or maintenance considerations.

Overhead Sign Structures, Luminaires, and Traffic Signals

Overhead sign structures, luminaires, and traffic signals shall be designed in accordance with the current edition of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, with Caltrans' amendments.

Construction Plans and Specifications

Transportation structures work on Airport property shall be constructed, including material and testing requirements, in accordance with the current Caltrans Standard Plans, Caltrans Standard Details, and Caltrans Standard Specifications. Transportation structures work off Airport property shall be constructed in accordance with the Development Agreement between the City and the Airport. The DB shall use its professional judgement to identify areas in which standard plans and specifications do not apply and shall develop unique, site-specific plans, details, and specifications as required.

Traffic

The focus of this section is signage, striping, and signalized intersections for vehicle and/or pedestrian facilities. These elements shall work collaboratively to clearly direct customers through the landside facilities.

Signage

Roadway signage must serve the overall operation of vehicle circulation at the Airport and be coordinated with the Airport Authority. Several different categories of signage must provide clear and concise messaging to drivers for access to, and departure from, the Airport. To enhance the customer experience, the signs must be clear, intuitive, and consistent, allowing seamless navigation along the airport roadway network to each of the airport's facilities. Effective signage for circulation within the airport and all outside approaches need to be included as part of the traffic circulation plan. Roadway signage, including but not limited to regulatory, warning, guide, and general informational signs and object markers, shall be in conformance with the current edition of the California Manual on Traffic Control Devices (CA MUTCD) and Airport branding standards. When possible, sign mounting, placement, and material should be in accordance with the Caltrans Standard Plans and Specifications. In addition to the requirements above, guide signage shall meet the following requirements to provide sufficient information for customers to navigate to Airport facilities:

- At a minimum, guide signage shall be provided to direct customers to facilities/locations.
- At least one sign should provide notice of upcoming diversions, with at least one sign at the diversion point with specific guidance.
- Messaging on overhead signage should be limited to air carrier information and directing private vehicles to curbs and parking. Messaging for all other operations should be accommodated by ground-mounted signage or as coordinated with the Airport Authority.
- Messaging terminology shall be consistent with the existing messaging used in the current Terminal to provide a seamless transition from one terminal to the other, unless directed otherwise by the Authority.
- Graphic layout, including shape, color, and font, should be in accordance with the overall RPT wayfinding system. Text size shall be in accordance with the CA MUTCD based on the design speed of the roadway.

Dynamic Messaging System

The DB shall include a dynamic messaging system (DMS) in the scope of the project. The final selection of signage to be part of a DMS shall be coordinated with the Authority, based on project budget and the DMS

goals, including incident management, dynamic lane management, and public parking availability messaging. When the design of Airport roadways is being finalized, the use of dynamic message signage may be considered by the Authority for implementation. Dynamic message signage will be supplementary to any static guide signage—the static guide signage shall provide sufficient information for circulation into, throughout, and exiting the airport. The dynamic message signage may be full matrix signs, featuring character height, fonts, and colors in accordance with the CA MUTCD. Alternatively, dynamic message signs may be smaller-sized panels, installed in combination with static guide signs. The DB shall be responsible for design and construction of electrical connections and fiber-optic communications for the DMS implemented and shall integrate sign control software for the DMS into the airport ground transportation operations network. All overhead sign structures shall have conduit or a path for power and communications cabling to facilitate a DMS in the future if one cannot be provided as part of the RTP.

Pavement Markings

The DB shall be responsible for installation of pavement markings on all new or modified Airport roadways and modifications to local roadways. Pavement markings on Airport roadways shall be in accordance with the current edition of the CA MUTCD and Caltrans Standard Plans and Specifications. Pavement markings on local roadways shall be in accordance with the Development Agreement between the City and the Airport. Pavement markings will also need to address additional special uses and ground transportation information, loading zones, etc.

Signalized Intersections

The DB shall be responsible for traffic signal modifications for any existing signalized intersections to be modified as part of the project. Signal modification plans shall be designed in accordance with the City of Burbank standards for facilities within the City right-of-way and Caltrans standards for facilities within the Caltrans right-of-way. The DB shall coordinate with the Authority to obtain any required City and/or Caltrans permits to approve the signal modification plan, and to obtain any required encroachment permits for construction of the modifications.

Utilities

Unless specifically covered herein, all utilities shall be provided in accordance with the requirements discussed in **Section 4**. All utility requirements noted in this section should be in tandem with the requirements discussed in **Section 4** to ensure that the Airport utilities are operated as a cohesive system. Consideration should be given to back-up power/generators where appropriate.

Stormwater Drainage

The drainage design for roadways and parking lots on Airport property shall be in accordance with the Development Agreement between the City and the Airport. The drainage design for local roadways shall be in accordance with the current editions of the Development Agreement between the City and the Airport, City of Burbank Standard Drawings for Public Works Construction, and the Greenbook – Standard Specifications for Public Works Construction.

Roadway Lighting

The purpose of exterior lighting in the airport facilities is to provide safety and security for vehicles and pedestrians without causing disruption to the aviation functionality of the facilities. The levels of lighting need to be balanced to provide adequate lighting for the facilities, to safely operate while maintaining an emphasis on energy consumption, efficiency, and light pollution. Lighting must be designed for automatic operation and simple centralized remote control (at the facilities management offices), which is capable of programming, scheduling, and monitoring light status and alerting maintenance personnel of system status and failures. All lights for roadway and curb facilities shall be light emitting diode (LED), full-cutoff, and

include a twist-lock type receptacle for photoelectric unit control, in accordance with the latest Edison Electric Institute–National Electrical Manufacturers Association standards. Lighting levels throughout the airport roadway and curbside facilities shall be designed in accordance with the Illuminating Engineering Society (IES) RP-37-15, Outdoor Lighting for Airport Environments. Specifically, all lighting must account for sensitivity/direction toward Federal Aviation Administration (FAA) Tower and Runway 15 use. Light spacing shall be determined based on this recommended practice document, reflecting the minimum illuminance and uniformity ratio. Lighting in the City of Burbank right-of-way shall be designed in accordance with the Development Agreement between the City and the Airport. See **Section 1** for airfield lighting requirements, and Chapter B for lighting requirements of terminal and terminal support facilities adjoining the curbside facilities.

Curb Facility Requirements

Unless specifically noted in this section, the requirements for curb facilities shall be in accordance with the requirements stated previously. The curb adjacent to the terminal shall include an adequate number of lanes to ensure through capacity to avoid congestion effects, with the lane closest to the terminal (for active loading and unloading) at least 13 feet wide, and the others at least 11 feet wide.

The curb shall accommodate both drop-offs and pick-ups for private vehicles and drop-offs only for taxis, limos, and TNCs.

Pedestrian crosswalk(s) (maximum of two) as needed for passengers and visitors to reach the parking garage should be considered in conjunction with a pedestrian bridge but must provide safe crossings with minimum disruption to vehicular traffic on the curb through lanes. If necessary to achieve these objectives, signalized crosswalks shall be used. Crosswalks shall be no more than 15 feet wide and displace only one vehicle parking position per crosswalk.

Vehicle types, other than those defined above as using the curb, shall use other curbside facilities, such as a curb within the garage or plazas.

Loading and Unloading Zones

Loading and unloading zones shall be provided along curb facilities, as required by the California Building Code. The DB shall coordinate the proposed approach to providing loading zones with the Authority, to ensure that the functional requirements for lanes and effective curb length are not reduced by the approach. Sidewalks along curbs should nominally be at least 20 feet wide, except at any locations with curb baggage check. Accessible spaces on the curbs, as well as ADA compliant curb ramps with flairs to accommodate wheelchair access, shall be provided with an approximately 200-foot spacing along each curb. Curb ramps are not required where raised crosswalks with ramps provide similar accessibility.

Vehicle Identification

The Authority may require the ability to track the rate of usage of the facility by authorized vehicles for billing operators. To accomplish this, the Authority requires installation of automatic vehicle identification (AVI) antennae at the entrance and exit from the curbside area(s). The location of the equipment shall be positioned in accordance with the manufacturer's requirements.

Adjoining Facilities

The curbside facility design shall be coordinated with adjoining facilities, to ensure a seamless customer experience and a coordinated approach to airport security between the terminal and landside (see **Section 2** for technical requirements for facilities that adjoin the curb facilities), including the following:

- ➔ Remote check-in

- Vertical circulation
- Pedestrian bridges
- Canopies
- Pedestrian way-finding signage
- Terminal building

Parking Facility Requirements

Unless specifically noted in this section, the requirements for parking facilities shall be in accordance with the requirements stated previously.

Functional Parking Requirements

The requirements for the number of specific groups of parking stalls (e.g., accessible, alternative vehicle, electric) shall be in accordance with the requirements of the current edition of the California Building Code and the California Green Building Standards Code. The location of parking stalls for specific groups shall be in accordance with codified requirements and Authority direction regarding preference to serve facility users. Parking stalls shall be oriented to maximize the available parking within the available footprint. Parking stalls shall meet the following requirements:

- Where two-way drive aisles are used, parking shall be in 90-degree stalls with a 10-foot minimum stall width (self-parking) or 9-foot (valet parking), minimum 18-foot stall depth, and minimum 24-foot drive lane width.
- Angled parking may be used in one-way drive aisle applications. Where angled parking is proposed, stall angle, stall width, stall depth, and drive lane width shall provide a consistent level of service as provided with two-way drive aisle configurations as described previously.
- A striped end-island (buffer zone) that is a minimum of 3 feet wide shall be provided at the end of each parking bay.
- Dead-end parking aisles longer than 45 feet shall not be allowed.

Parking Access and Revenue Control System

The DB shall investigate and coordinate with the Airport Authority a cashless Parking Access and Revenue Control System (PARCS) that uses a combination of payment methods to allow customers to access and exit the parking facility, including:

- Credit card.
- Ticket and payment at a pay-on-foot station for both self-park and valet.
- AVI tag.
- Employee badge.
- Automatic License Plate Recognition (ALPR) of front and back license plate, in which the system reads the license plate of all entering and exiting vehicles for inventory purposes and anti-passback. To accommodate customers who do not carry a credit card or are not willing to use a credit card, the Authority will provide cash-to-credit card conversion machines at each of the pay-on-foot machines. The DB shall coordinate the location of and provide the required infrastructure for these machines. The DB shall coordinate with the Authority and respond to Authority direction regarding specific requirements of the PARCS for the new Terminal parking facilities. For reference, the PARCS shall consist of the following components:

- Barrier Gate
 - Entry/exit column with the ability to read credit cards and tickets
 - Coder for dispensing/reading tickets
 - Compliant credit card reader for credit card transactions
 - Credit card only, pay-on-foot station
 - Application software (including the provision of real-time occupancy and usage reporting)
 - Imager/processor ALPR camera
 - ALPR software
 - Intercom with intercom ingress protection (IP) converter
 - Card reader, for employee badges
- The final details of infrastructure to be provided shall be coordinated with the Authority. The DB shall determine the number of entry and exit plaza lanes, and the geometry of the entry and exit plaza. A sufficient number of entry and exit lanes shall be provided so that the vehicular queues do not exceed more than four vehicles in length during peak operations. The DB shall verify required data, to determine the number of entry and exit lanes to meet the Authority's goals. At a minimum, two entry lanes and four exit lanes shall be provided.

Parking Guidance System

The DB shall provide a parking guidance system (PGS) as part of the project. The system shall constantly and reliably monitor vehicle entries and exits and display the available number of parking spaces at the vehicular entry plaza and any other locations determined by the Authority, in coordination with the DMS. The Airport Authority will have final approval of the PGS design.

Lighting

The DB shall provide a complete energy efficient lighting system for outdoor illumination. The following are specific requirements:

- Central lighting control panels, secure from unauthorized use and tampering, shall be provided and connected to the Authority-designated remote monitoring and control system. Control panels shall include the ability to turn on/off the light fixtures, dim the light fixtures, and monitor the power of each light fixture circuit.
- All switches, controls, or sensors not in the central panel shall not be easily accessible to the public and shall be protected from unauthorized use.
- Lighting shall be controlled by a combination of manual on-off switches, electronic time switches provided with reserve power, photo controls, and or time clocks.
- Entry plaza, exit plaza, and site light fixtures shall be powered from separate electrical circuits. • All light fixtures shall be LED with dimmable ballasts. Fixtures shall be exterior-rated and shall be rated IP65 minimum.
- Light fixtures shall have tamper-proof fasteners, be vandal-resistant, and be weather-resistant for Burbank area conditions.
- Fixtures shall be easily accessible for maintenance.
- All light fixtures accessible to birds shall be outfitted with bird deterrents.

Closed-Circuit Televisions (CCTV) Camera System

The CCTV camera system is a video monitoring and recording system, to be used by the Authority to monitor activities in the parking facilities. The system is to be controlled and monitored by security personnel. All the CCTV cameras deployed are to be digital color cameras that are able to capture satisfactory streaming video under a wide array of lighting conditions. The video from each of these cameras is to be terminated at a switch that distributes the video stream to monitoring and/or recording devices. The recorded video from each camera is to be retained for a 30-day minimum. The primary purpose of the system in the new parking facility will be to remotely monitor and record activities to provide safety of Airport customers and enforce security of the facilities. The CCTV system shall provide general observation on all floors, ID level on transaction areas, pedestrian entry points (including entry/exit), and vertical transportation. In addition, CCTV shall be provided for IT rooms, to meet Payment Card Industry (PCI) requirements for the PARCS. The system shall provide the following:

- ➔ LPR/vehicle ID at vehicle entry/exit (for ticket matching).
- ➔ General observation at vehicle landings (possible use for vehicle counts by floor, if desired by the Authority).
- ➔ The CCTV system shall be a fully digital system, which includes all cabling, network switches, terminations, and cameras. The DB shall work with the Authority to determine the required camera coverage. The Authority has the following specific requirements:
- ➔ Priority control of all CCTV cameras must remain with the Airport Authority, via central control.
- ➔ In the event of loss of communication between central control and parking telecommunications infrastructure, the CCTV system should be capable of continuing local video storing for retrieval and playback.
- ➔ All CCTV cameras installed within and around the parking facility shall have an outdoor, IP56/NEMA 4-rated housing, with extended operating temperature of -40 degrees to 122 degrees Fahrenheit. The cameras must be resistant to Burbank weather conditions.
- ➔ All wiring for the CCTV system shall be installed in conduit and/or concealed raceways.
- ➔ Backup power to the CCTV system must be designated to allow continuous operations in the event of loss of power.

Emergency Communication Devices and Courtesy Phones

Emergency communication devices are to be provided specifically for making calls to emergency services and often are indicated by a blue light. The DB shall provide a courtesy phone customer service communications system that will allow a passenger to communicate directly with the parking operator for customer service matters, such as a lost car, need for a tow, or battery jump service. The DB should include a design with courtesy phones connected to a voice over IP phone system at a location mutually agreeable with the Authority

Parking Garage Vertical Circulation Requirements

Vertical circulation requirements shall include emergency exit stairs and elevators for normal service between floors of the garage, all meeting local, state, and national code requirements.

Emergency exit stairs shall be provided to enable safe egress from all levels of the garage to areas of refuge at ground level, including appropriate access doors, stair widths, step rise and tread, handrails, signing, lighting, and fire separation ratings. The number and location of stairs shall enable access within code-prescribed walking distances on each level.

Elevators shall be provided at locations that serve the intended flow patterns of parking garage users, including self-parking patrons, valet users and staff, and visitors, and be coordinated with overall pedestrian access paths. Elevators shall be sized to accommodate projected ridership volumes, including consideration of related baggage. Adequate numbers of elevators shall be provided, coupled with elevator speeds and dwell times to serve the expected floor-to-floor patterns of demand, with maximum waiting times at any location of no more than 30 seconds under normal operations. At least two elevators shall be provided at each location to provide backup during failure and maintenance conditions. Maximum waiting times of no more than 60 seconds shall be allowed with a single elevator out of service at any location. Worst case cab loading during normal conditions shall not be worse than LOS C. Adequate queuing areas for cab entry shall be provided at each level, separated from moving traffic, to provide LOS C or better. Signing inside and outside of the elevators shall clearly identify which floor(s) serve the terminal areas and parking floors. Safety, efficiency, reliability, and energy conservation shall be considered in selecting equipment and configurations.

Parking Garage Baggage Check-in

A baggage drop-off facility should be considered in the parking garage. Connections could be provided to allow transport of the bags through a tunnel under the primary curb road with input to the baggage handling system within the terminal.

Security Considerations

Security of the airport is of critical importance to the Authority, to ensure the safety of the traveling public. The requirements included herein shall be coordinated with the requirements included in the other chapters of this document, to ensure a holistic approach to security.

AOA Security Wall Considerations

A minimum of 10 linear feet shall be maintained from the face of the AOA security wall closest to the landside and the nearest vertical obstruction or edge of traveled lane, whichever is closer. Where transient functions are proposed landside, in close proximity to the AOA security wall, the DB may propose a narrower offset from the AOA security wall to the Authority. The Authority has the sole authority to accept or reject a proposed modification to the standard offset, based on multiple factors including, but not limited to, the specific intended use and potential impact within the larger context of airport security (see **Section 1** for AOA security wall technical requirements).

Security Cameras

The Authority requires security cameras to be provided along airport roadway facilities, along curbside facilities, including at Law Enforcement Officer pullouts, and along pedestrian and bicycle facilities. The DB shall coordinate the proposed location of security cameras with the Authority, to ensure adequate coverage of facilities. The DB shall provide a rendered image of the anticipated view from each camera and shall ensure that the view will not be impeded by signage, plant materials, or other design elements.

Airport Support Facilities Access Considerations

Vehicular access to the Airport Support Facilities shall accommodate a WB-67 semi-trailer designed vehicle for all access and egress movements.

Landside Design Evaluation Requirements

General Requirements for Evaluation of Landside Design

The landside designs of the DB shall be evaluated to confirm the projected performance of roadways and curbsides in comparison with the requirements, for both the "Open Year" and the "Out Year" phases defined

in this PDM. The evaluations shall include both static analyses of peak hour demand levels (based on ACRP Report 40) and detailed microscopic simulations, as defined below.

Data Provided by the Authority

The data to be provided by the Authority in support of these evaluations are as follows:

- Open and Out Year passenger profiles, including projected volumes by 15-minute intervals for originating and terminating passengers.
- Projected mode splits and average vehicle occupancy ratios and dwell times by mode.
- Projected directional distribution of traffic.
- Related airport visitor and employee data.
- Related non-airport background traffic.

Design Definition

The DB shall be responsible for the definition and documentation of the roadway, parking, and curbside designs in terms of geometric characteristics and the following parameters by roadway segment:

- Roadway type.
- Number of lanes and widths.
- Design speed and expected free flow speed.
- Length.
- Operational parameters, as related to specific roadway types, such as signalized intersection approaches, toll plazas, weaves, ramps, and curbside facilities.

Lane geometries at merges and diverges shall also be clearly defined for lane additions or drops.

Pedestrian crossings of roadways shall be defined geometrically and in terms of any control devices or methods to sequence pedestrian versus traffic flows.

Planned allocation of curbside facilities by mode and direction (arriving or departing passengers) shall be defined, along with planned ingress, egress, and operations (e.g., valet parking movements, taxi, and TNC dispatching/queuing).

Planned signal phasing and timing for any signalized intersections shall be defined, including expected time of day variations.

Parking facilities shall be defined in terms of entry and exit characteristics, traffic, and pedestrian circulation patterns, toll lanes and plazas, parking space geometries, and transitions among floors.

Static Analyses

Terminal area roadways and curbside facilities shall be evaluated using the methodology of ACRP Report 40, including the use of the QATAR modeling tool for peak hour conditions (morning, midday, and evening) for each phase (Open and Out Years) of demand loadings. Model inputs and results shall be documented using the standard QATAR features.

Microscopic Simulation Methodology

Mathematical and geometric models of the designs shall be developed for each phase of development with distinct characteristics, including the north-east quadrant on-airport facilities, the intersection at Hollywood

Way and Winona Avenue, and the intersection at Cohasset Street and N. San Fernando Boulevard. Routing of traffic by mode shall also be developed mathematically and graphically to represent the planned operations of the designs.

Projected flows of traffic by mode and pedestrians at cross walks shall be calculated from the above input data and applied to the models throughout the simulated day for each phase. Consideration of minimum headways for transit/shuttle modes shall be taken into account. Segment volumes shall be totaled across modes for each 15-minute interval of the day and used for performance assessments, including demand to capacity and LOS determinations. Interactions between roadway and pedestrian flows shall be taken into account in the performance assessments. Criteria used for capacity and LOS methodologies shall be clearly defined.

The simulations shall include an animation capability to graphically represent all traffic vehicles and crosswalk pedestrians, second by second, throughout any selected portion of the day. Driver decision logic shall be used for each simulated vehicle to control speed, lane use, curb space selection, and dwell time, including random selection from dwell time distributions by mode and curbside facility. Modeling of parking facilities may be limited to entry, exit, and circulation elements, including related queueing. Roadway queueing shall be representative of the effects of variation in demand to capacity characteristics throughout the day.

Documentation shall be provided to help validate the methodology, based on prior applications of the modeling techniques at other airports, including comparisons of calibration models of “existing conditions” between modeled results and actual historical traffic counts and conditions, such as congestion and queueing experienced.

Simulation Documentation Required

Documentation of simulation inputs shall include the following, including variations by phase:

- ➔ Tabulation and plotting by 15-minute interval of:
 - Originating passengers
 - Terminating passengers
 - Inbound and outbound traffic by mode
- ➔ Tabulation and color-coded graphical representation of segment inputs:
 - Roadway types
 - Lanes
 - Free flow speeds
- ➔ Definition of operational parameters for unique segment types (intersections, curbs)
- ➔ Graphical representation of sample traffic routings by mode
- ➔ Summary of simulation methodology
- ➔ Criteria used for capacity and LOS methodologies
- ➔ Documentation of simulation results shall include the following, including variations by phase:
- ➔ Graphical color-coded representations of the following:
 - Worst-case roadway demand to capacity ratios during the day.
 - Worst-case LOS conditions during the day.

- Sample model animation screen shots at key times of the day.
- ➔ Tabulation and plotting of limited selected segment volumes throughout the day.

A dynamic replay capability shall be made available on Authority-designated computer(s) for independent review and assessment of simulation model inputs and results, including extended animation replays and those described above, as well as the ability to select any individual segment and routing to review related demands and capacities throughout the day. For this purpose, the models developed as part of the work shall be organized into easily selected individual cases, each representing a combination of design facilities and passenger volumes.

END OF LANDSIDE: ROADWAY AND PARKING

Section 4: Site Utilities

Introduction

This section presents the requirements, standards, criteria, and preliminary plans for utility systems necessary to support development of the Replacement Passenger Terminal (RPT). The following utilities and systems are discussed:

- ➔ Civil Utilities (i.e., Domestic Water System, Site Fire Protection Water System, Recycled Water System, Sanitary Sewer System, Natural Gas System, and Stormwater Drainage System)
- ➔ Electrical Systems
- ➔ Telecommunication and Data Systems

Information developed and presented in this section represents the preliminary interpretation of the project goals. The application of these goals shall be used in compliance with Burbank Airport standards and design guidelines. Each section describes criteria and standards to be used by the Design-Build (DB) team, existing system conditions, and recommended changes to the system needed to support the RPT.

Civil Utilities

Civil site utilities include domestic water, site fire protection water, recycled water, sanitary sewer, natural gas, and storm water drainage. Development of the RPT will require construction of new utility infrastructure systems in the landside area of the new RPT. Several existing systems, especially utilities that serve the existing Air Traffic Control Tower ATCT, will be affected by the proposed improvements, and are discussed further in their respective sections.

Design and construction standards for the site utilities shall be based on appropriate agency standards as directed by the Authority. The Design Builder shall coordinate with applicable utility companies and the Burbank Airport Authority to implement appropriate utility designs that are consistent with facility requirements and utility standards as specified. Site utilities are defined as any and all utility infrastructure needed to provide fully operational and code compliant utilities to each facility of the RPT, including any trunk distribution line, utility mainline, utility lateral, or utility service(s) to the individual facilities.

Site utilities shall terminate at a point 5 feet from the building perimeter and the building plumbing infrastructure will provide connections at that point. Site utilities shall consist of both private utility lines to the RPT as well as utility infrastructure built within public right of ways that shall be built and conveyed to the appropriate public utility as needed to make all utilities fully functional.

The Design Builder shall provide design plans for each utility to the satisfaction and permit requirements of the Authority having jurisdiction. Utility design shall include but not be limited to specific utility plans, details (both standard and non-standard), traffic control plans as needed for utility work in public rights of way, and other plans necessary to provide a fully permitted utility design.

New utility lines, to the extent possible should be located outside of the traveled roadways and within sidewalk areas or landscaped areas to mitigate impact to airport operations if maintenance is required. Utilities shall not be located within the area between the front of the terminal and the adjacent curb line except for the various service laterals that are aligned generally perpendicular to the terminal.

The existing Desmond Studio Production Facility is located on Airport property and has existing utilities provided to the buildings. This property will be made available to the Design Builder as noted in the site development and phasing narratives of this report. At such time as the facility is made available, the Design Builder shall disconnect and remove the utilities as designated by the Authority.

Domestic Water System

The domestic water system discussed in this section includes the main potable water distribution system to the new Landside facilities including but not limited to the terminal, parking facilities, airport support facilities buildings, and the existing ATCT. The potable water system on the airside of the terminal is connected via the terminal building and is discussed in specific detail in the Airside narrative section.

Domestic water lines (existing and possible) located on, or adjacent to the airport property are shown on **Figure 4-1**.

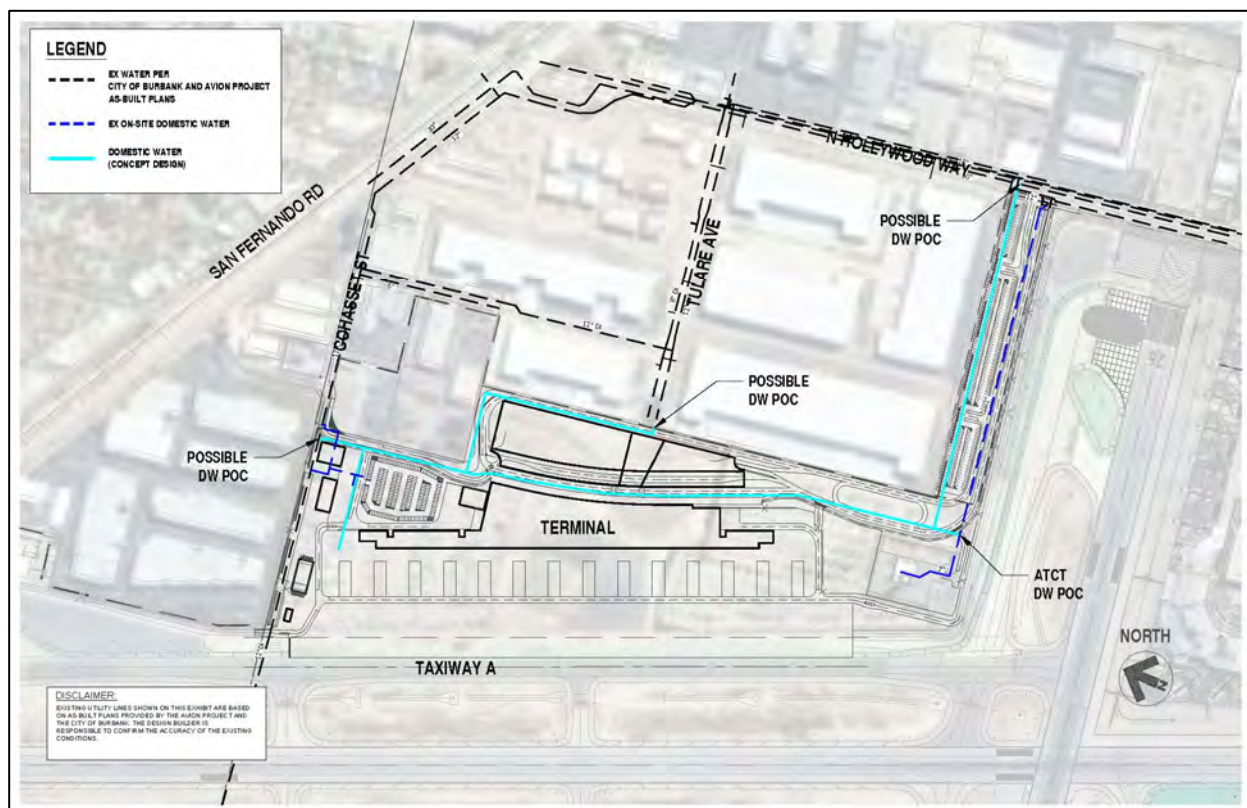


Figure 4-1: Domestic Water

Criteria and Standards

Utility specifications (for this project) for utilities located within public rights of way or within utility easements shall be in accordance with the individual utility company requirements.

Utility specifications for utilities located within the private property of the airport or beyond the respective utility meter(s) shall consist of the following (in order of precedent) except where otherwise noted in this utility narrative.

- ➔ Burbank Water and Power
- ➔ 2019 California Plumbing Code

E22-03 Progressive Design-Build Services

[\[CONFORMED\] Exhibit I](#)

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- ➔ Standard Specification for Public Works Construction (Greenbook)
- ➔ Project Special Provisions shall be in accordance with Masterspec Requirements latest edition

The domestic water line(s) shall be metered downstream from any point of connection to a public water main. The point of connection(s) to any water main(s) is subject to approval by Burbank Water and Power. The Design Builder shall be required to establish the domestic water flow requirements consistent with the proposed design documents and applicable codes and regulations. Basis of Design criteria, such as fixture unit types, location, and quantity; used for calculation of flow requirements are subject to approval by the Burbank Airport Authority.

The domestic water line improvements between any water meter and the point of connection to any existing public water main will be designed and constructed by Burbank Water and Power. The preferred point of connection location(s) will be established based on coordination between the Design Builder and Burbank Water and Power.

Existing Conditions

Water service to the airport is provided by the City of Burbank (Burbank Water and Power). The existing ATCT is provided with potable water via a 2-in-diameter water line, located in the Winona Avenue access corridor. This 2" service lateral is connected to an existing water main at the intersection of Hollywood Way and Winona Avenue. The ATCT will remain in operation throughout the construction of the RPT. The existing 2-in-diameter water line currently serving the ATCT shall be protected and remain active until such time as an updated connection is provided. A new service lateral is required for the ATCT and the existing 2" service lateral will be abandoned upon activation of the new waterline connection.

The existing 12-inch water line in Cohasset Street, the 12-inch line in Tulare Avenue, and the 12-inch line in Hollywood Way are all public lines and the Design Builder can connect to these facilities in order to provide domestic water service to the RPT.

Domestic Water System Plan

A new domestic water system shall be required to provide the service requirements of the RPT, parking facilities, airport support facilities buildings, and the existing ATCT.

Existing utilities that are located within the construction limits of proposed structures or within the structural loading influence lines of proposed structures are required to be removed in their entirety, and the area backfilled and compacted with fill material in accordance with project specifications. Existing utilities that require relocation to maintain utility service shall be moved to an appropriate location and reconnected to the utility network in accordance with project specifications. Existing potable water lines on the project site that have no service purpose shall be removed from the site if possible during the re-grading operations or cut and capped at a point close to the public utility mainline at a location approved by Burbank Water and Power and concrete slurry sealed so that long stagnant water lines are not created.

The Design Builder shall connect to the public water supply at locations approved by the BWP. The Design Builder shall make connection to existing public water mains such that a looped water system is provided for redundant domestic water service to the RPT and ATCT. The Design Builder shall provide the new terminal building with a minimum of two separate points of connection to the on-site domestic water main such that the north and south portion of the terminal building have distinct potable water supply.

New potable water 'reduced pressure' backflow prevention devices shall be provided by the Design Builder at each point of connection to the utility mainline. The Design Builder shall comply with Burbank Water and

Power guidelines for location and installation of these infrastructure facilities. The potable water system infrastructure on the airside of the terminal shall be served from appropriate building connections. Extend a water system lateral beyond the paved areas to provide a utility connection for the future ARFF.

All new water lines shall be ductile iron pipe unless the Design Builder can confirm to the Authority that local soil contamination will not impact the integrity and lifespan of any other pipe material. All water pipe and valves shall be provided with appropriate corrosion control protection. The existing ATCT shall be provided with a new potable water supply connection at a point 5 feet from the exist building and the line shall be connected to the existing line going into the building. There is a service lateral at the north end of the site located in the area of the new airport buildings. This lateral cannot be used for water supply to these new buildings. The existing meter can be utilized, but any water line connection to this meter must be new construction and coordinated with Burbank Water and Power.

Site Fire Protection Water System

The fire protection water system discussed in this section includes the Landside underground main fire protection water piping distribution system to the new terminal, parking facilities, airport support facilities buildings, roadways, and the existing ATCT. The airside fire protection water system piping distribution system is connected to the Landside system and is discussed in specific detail in the Airside narrative section. Fire water lines (existing and possible) located on, or adjacent to the airport property are shown on **Figure 4-2**.

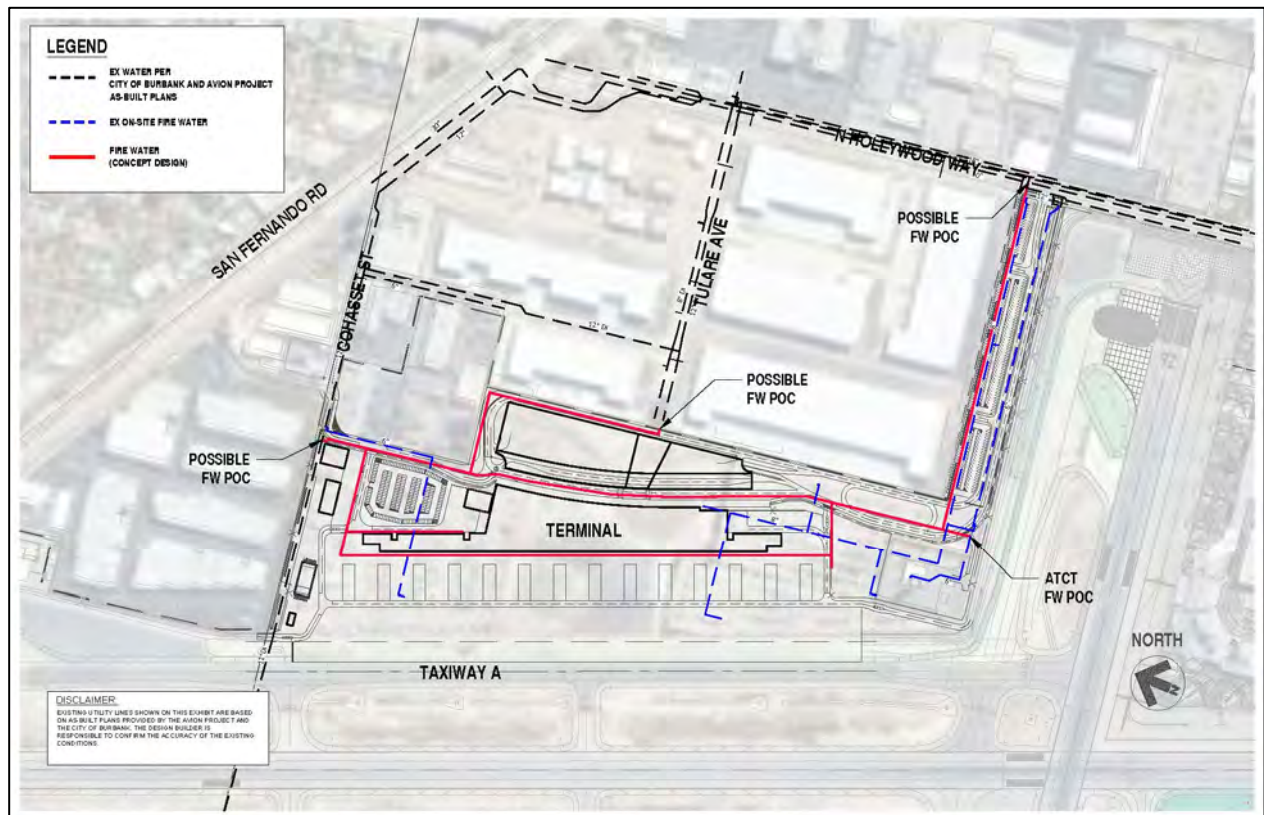


Figure 4-2: Fire Water

Criteria and Standards

Utility specifications (for this project) for utilities located within public rights of way or within utility easements shall be in accordance with the individual utility company requirements.

Utility requirements and specifications for utilities located within the private property of the airport or beyond the respective utility meter shall consist of the following (in order of precedent) except where otherwise noted in this utility narrative.

- NFPA Fire Codes and Standards
- 2019 California Fire Code
- Burbank Water and Power
- Standard Specification for Public Works Construction (Greenbook)
- Project Special Provisions shall be in accordance with Masterspec Requirements latest edition

The point of connection(s) to any water main(s) is subject to approval by Burbank Water and Power. The Design Builder shall be required to establish the fire water flow requirements consistent with the proposed design documents and applicable codes and regulations.

The water line improvements between any fire water backflow preventer assembly and the point of connection to any existing public water main will be designed and constructed by Burbank Water and Power and will be capped at a point prior to the backflow preventer location. The preferred point of connection location(s) will be established based on coordination between the Design Builder and Burbank Water and Power.

Existing Conditions

Fire water service to the airport is provided by the City of Burbank (Burbank Water and Power). Burbank Water and Power does not have separate public potable and fire water mains in the local streets. All water supply, both potable water and fire water are branched from the domestic water system in the streets.

The existing Parking Lot A fire hydrants are fed via an 8-in-diameter fire water line connected to an existing water main located at the intersection of Hollywood Way and Winona Avenue.

The existing ATCT is provided with fire water service via a 6-inch diameter water line, located in the Winona Avenue Access Corridor. The ATCT will remain in operation throughout the construction of the RPT. The existing 6-inch diameter fire water line currently serving the ATCT shall be protected and remain active during construction.

The existing 12-inch water line in Cohasset Street, the 12-inch line in Tulare Avenue, and the 12-inch line in Hollywood Way are all public lines and the Design Builder can connect to these facilities in order to provide fire water service to the RPT.

Site Fire Protection Water System Plan

A new fire water system shall be required to provide the service requirements of the new terminal, parking facilities, airport support facilities buildings, and the existing ATCT.

Existing utilities that are located within the construction limits of proposed structures or within the structural loading influence lines of proposed structures are required to be removed in their entirety, and the area backfilled and compacted with fill material in accordance with project specifications. Existing utilities that

require relocation to maintain utility service shall be moved to an appropriate location and reconnected to the utility network in accordance with project specifications. Existing fire water lines on the project site that have no service purpose shall be removed from the site if possible during the re-grading operations or cut and capped at a point close to the public utility mainline at a location approved by Burbank Water and Power and concrete slurry sealed so that long stagnant water lines are not created.

The Design Builder shall connect to the public water supply at locations approved by BWP. The Design Builder shall make connection to existing public water mains such that a looped fire water system is provided for redundant fire water service to the RPT and ATCT. The Design Builder shall provide the new terminal building with a minimum of two separate points of connection to the on-site fire water main such that the north and south portion of the terminal building have distinct fire water supply.

New double check valve backflow prevention devices shall be provided by the Design Builder at each point of fire water connection to the utility mainline. The Design Builder shall comply with Burbank Water and Power guidelines for location and installation of these infrastructure facilities.

All new fire water lines shall be ductile iron pipe unless the Design Builder can confirm to the Authority that local soil contamination will not impact the integrity and lifespan of any other pipe material. All fire water pipe and valves shall be provided with appropriate corrosion control protection. Extend a fire water system lateral beyond the paved areas to provide a utility connection for the future ARFF.

The firewater system on the landside of the RPT should allow for looped fire water system points of connection to convey firewater to fire hydrants located on the airside of the new terminal.

The existing 8-inch fire water line serving the Parking Lot A fire hydrants may be incorporated into the new fire water system, provided the Design Builder confirms that this line is fully functional.

Fire hydrants will be placed around all new buildings and shall conform to local fire codes. The landside of the new terminal will be separated from the airside by a permanent fence with gates. The Design Builder shall treat this fence at each end of the terminal as a permanent barrier when making decisions as to the location of fire hydrants.

Recycled Water

The Recycled water system discussed in this section includes the underground main recycled water service piping distribution system for irrigation water and for possible use in bathroom urinals within the terminal building. Recycled water is also required to be used for water cooling towers associated with any Central Utility Plant that is constructed.

Recycled water lines (existing and possible) located on, or adjacent to the airport property are shown on **Figure 4-3**.

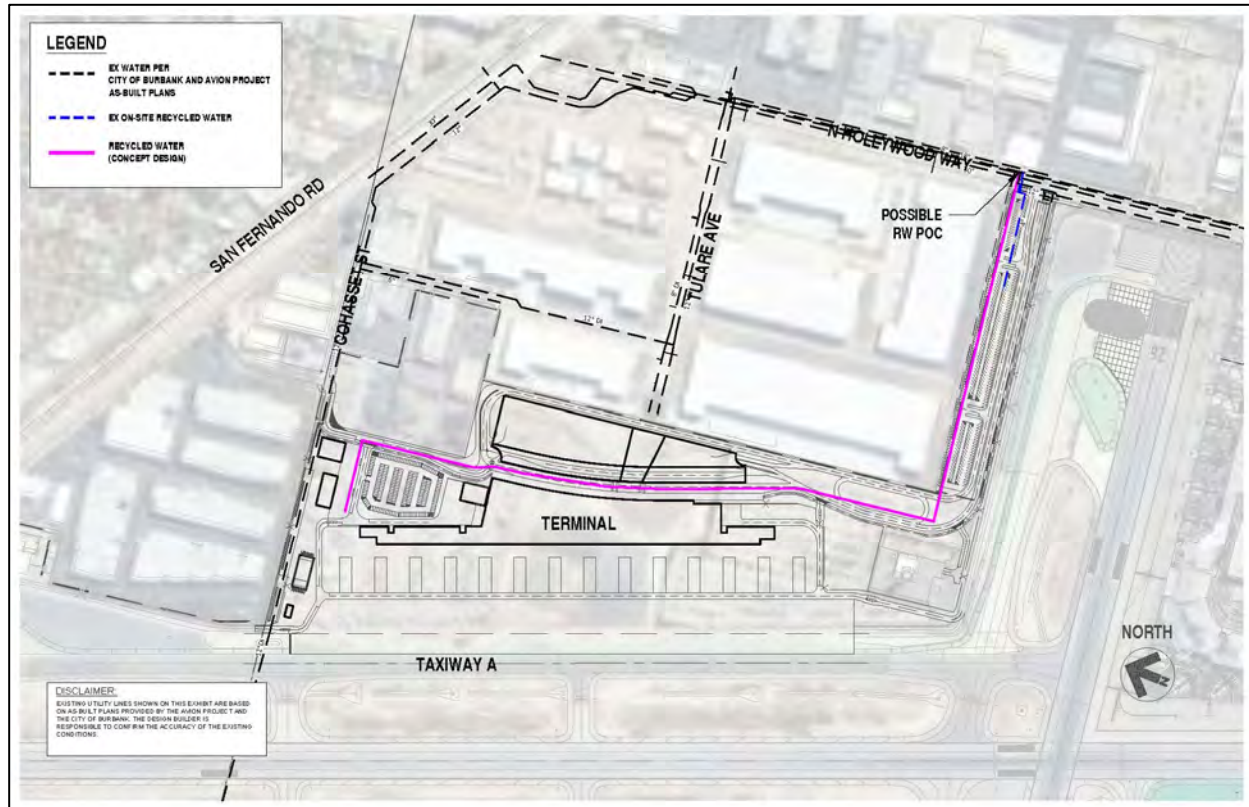


Figure 4-3: Recycled Water

Criteria and Standards

Utility specifications (for this project) for utilities located within public rights of way or within utility easements shall be in accordance with the individual utility company requirements.

Utility specifications for utilities located within the private property of the airport or beyond the respective utility meter(s) shall consist of the following (in order of precedent) except where otherwise noted in this utility narrative.

- ➔ Burbank Water and Power
- ➔ 2019 California Plumbing Code
- ➔ Standard Specification for Public Works Construction (Greenbook)
- ➔ Project Special Provisions shall be in accordance with Masterspec Requirements latest edition

The recycled water line(s) shall be metered downstream from any point of connection to a public water main. The point of connection(s) to any recycled water main(s) is subject to approval by Burbank Water and Power. The Design Builder shall be required to establish the recycled water flow requirements consistent with the proposed design documents and applicable codes and regulations. Basis of Design criteria for calculation of flow requirements are subject to approval by the Burbank Airport Authority.

The recycled water line improvements between any recycled water meter and the point of connection to any existing public recycled water main will be designed and constructed by Burbank Water and Power.

The preferred point of connection location(s) will be established based on coordination between the Design Builder and Burbank Water and Power.

Existing Conditions

Existing recycled water lines located on, or adjacent to the airport property are shown on **Figure 4-1**.

Recycled water service to the airport is provided by Burbank Water and Power.

There is an existing recycled water line located in the Winona Ave access corridor that extends approximately 300 feet into airport property. The size of this line is 4 inch. There is an existing recycled water meter for this line located at Hollywood Way. The Design Builder can use this existing meter if desired. There is an additional existing 8-inch recycled water main in Tulare Ave that can also be accessed by the Design Builder, but a new meter will be required to be located and constructed by BWP as part of any connection at this location.

Recycled Water System Plan

A new recycled water system will be required to accommodate the service demands of the new RPT irrigation water system and for cooling tower water. Any cooling towers built as part of the project could utilize recycled water. A water quality sample of the existing recycled water can be coordinated with BWP so that the Design Builder can evaluate the appropriate technical provisions for the cooling towers.

Existing utilities that are located within the construction limits of proposed structures or within the structural loading influence lines of proposed structures are required to be removed in their entirety, and the area backfilled and compacted with fill material in accordance with project specifications. Existing utilities that require relocation to maintain utility service shall be moved to an appropriate location and reconnected to the utility network in accordance with project specifications.

The Design Builder shall connect to the public recycled water supply at locations approved by the utility company.

New recycled water meters shall be provided by the Design Builder at each point of connection to the utility mainline. The Design Builder shall comply with Burbank Water and Power guidelines for location and installation of these infrastructure facilities.

All new recycled water lines shall be ductile iron pipe unless the Design Builder can confirm to the Authority that local soil contamination will not impact the integrity and lifespan of any other pipe material. All recycled water pipe and valves shall be provided with appropriate corrosion control protection.

Sanitary Sewer System

The sanitary sewer system discussed in this section includes the underground sewer collection and main piping system from the new terminal, parking facilities, airport support facilities buildings and the existing ATCT.

Sanitary Sewer lines (existing and possible) located on, or adjacent to the airport property are shown on **Figure 4-4**.

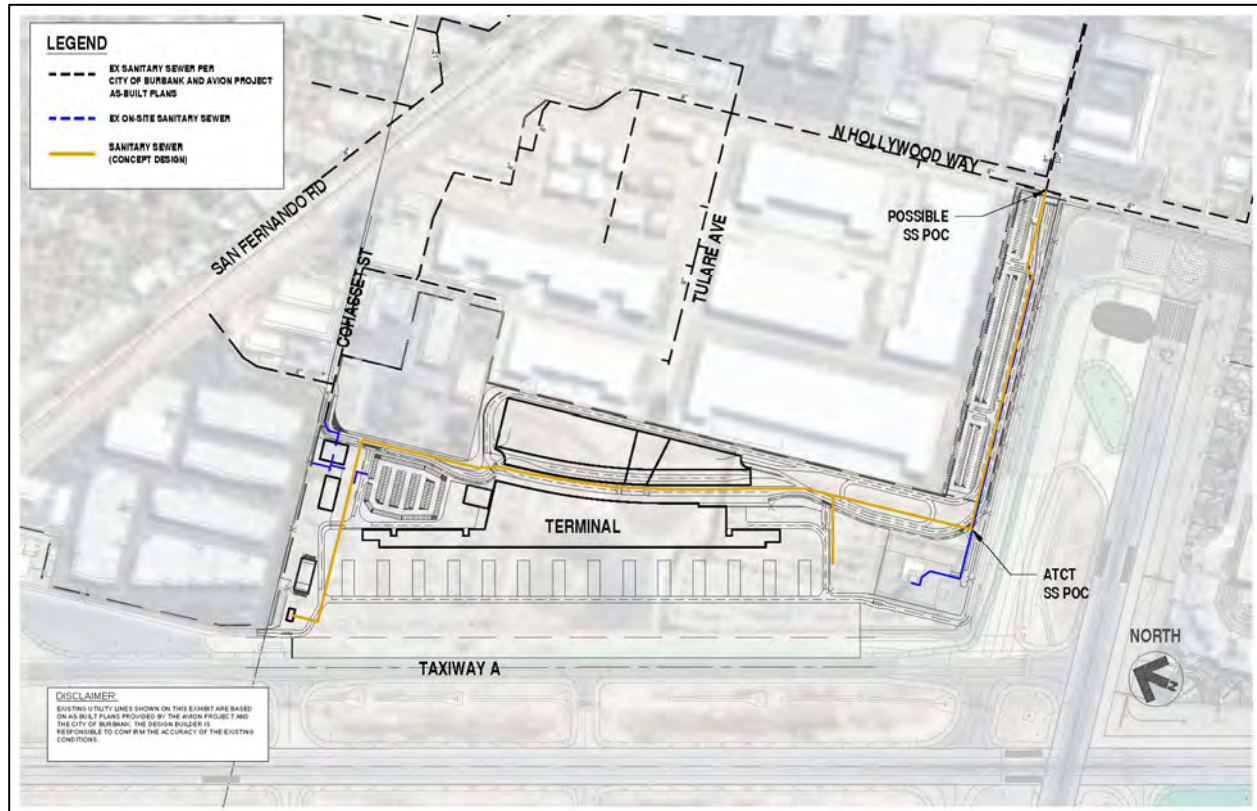


Figure 4-4: Sanitary Sewer

Criteria and Standards

Utility specifications (for this project) for utilities located within public rights of way or within utility easements shall be in accordance with the individual utility company requirements.

Utility specifications for utilities located within the private property of the airport shall consist of the following (in order of precedent) except where otherwise noted in this utility narrative.

- ➔ City of Burbank Public Works Department
- ➔ 2019 California Plumbing Code
- ➔ Standard Specification for Public Works Construction (Greenbook)
- ➔ Project Special Provisions shall be in accordance with Masterspec Requirements latest edition

The point of connection(s) to any public sewer main(s) is subject to approval by City of Burbank Public Works Department. The Design Builder shall be required to establish the wastewater flow requirements consistent with the proposed design documents and applicable codes and regulations. Basis of Design criteria, such as fixture unit types, location, and quantity; used for calculation of flow requirements are subject to approval by the Burbank Airport Authority.

The Authority will provide a Sewer Capacity Analysis performed by the City of Burbank and will make this analysis available to the Design Builder for information only. The Analysis will provide the Design Builder with an evaluation of the existing sewer line capacities in the project areas so that appropriate points of sewer connection can be established.

Existing Conditions

Sewer service to the airport is provided by the City of Burbank (Department of Public Works). The existing ATCT is served via a 4-inch diameter sanitary sewer line, located on the Winona Avenue access corridor, connected to an 8-inch diameter sanitary sewer line at Winona Avenue near the intersection with Hollywood Way. The ATCT will remain in operation throughout the construction of the RPT and the existing 4-inch diameter sanitary sewer line currently serving the ATCT shall be protected and remain active.

There is an existing 8-inch sewer line located at the north end of the project site at the intersection of Lockheed Drive and Cohasset Street. Based on the recent Sewer Capacity Analysis performed for the adjacent Avion property, this 8-inch line as well as the 8-inch line in Tulare Ave are currently at full capacity and connection to these lines is problematic and may not be approved by Burbank Public Works Department.

There is an 8-inch sewer line and a parallel 10-inch sewer line located in Winona Ave at the north side of the intersection with Hollywood Way. The 8-inch line is anticipated to be operating at full capacity, but the 10-inch line is anticipated to be available for the RPT sewer flows.

Sanitary Sewer System Plan

A new sewer system shall be required to provide the service requirements of the new terminal, parking facilities, and airport support facilities buildings.

Existing utilities that are located within the construction limits of proposed structures or within the structural loading influence lines of proposed structures are required to be removed in their entirety, and the area backfilled and compacted with fill material in accordance with project specifications. Existing utilities that require relocation to maintain utility service shall be moved to an appropriate location and reconnected to the utility network in accordance with project specifications. Existing sewer lines on the project site that have no service purpose shall be removed from the site if possible during the re-grading operations or cut and capped at a point close to the public utility mainline at a location approved by City of Burbank and concrete slurry sealed.

The Design Builder shall connect to the public sewer supply at locations approved by the utility company. The Design Builder shall provide the new terminal building with a minimum of two separate points of connection to the on-site sewer main such that the north and south portion of the terminal building have distinct sewer discharge points.

The sewer system infrastructure on the airside of the terminal shall be served from appropriate building connections except as follows. A sewer line shall be provided to the airside from the landside location of the sewer mainline for the connection to the new triturator, which is used for processing aircraft waste. The triturator shall be located on the airside of the new RPT and connected to the landside sewer system at a point designed by the Design Builder. The final location of the triturator is subject to approval by the Authority due to potential odor and need for maintenance access.

The anticipated point of connection to the public sewer system is a 10-inch sewer main located on Winona Ave at the east side of the intersection with Hollywood Way.

Extend a sewer system lateral beyond the paved areas to provide a utility connection for the future ARFF.

Oil and grease interceptors, where needed, shall be placed in locations appropriate for maintenance access and odor control, and the locations must be approved by the Authority.

All new sewer lines shall be VCP unless the Design Builder can confirm to the Authority that local soil conditions, including potential contamination will not impact the integrity and lifespan of any other pipe material.

Natural Gas System

The natural gas system discussed in this section includes the underground main gas piping distribution system to the new terminal, parking facilities, and airport support facilities buildings.

Natural Gas lines (existing and possible) located on, or adjacent to the airport property are shown on **Figure 4-5**.

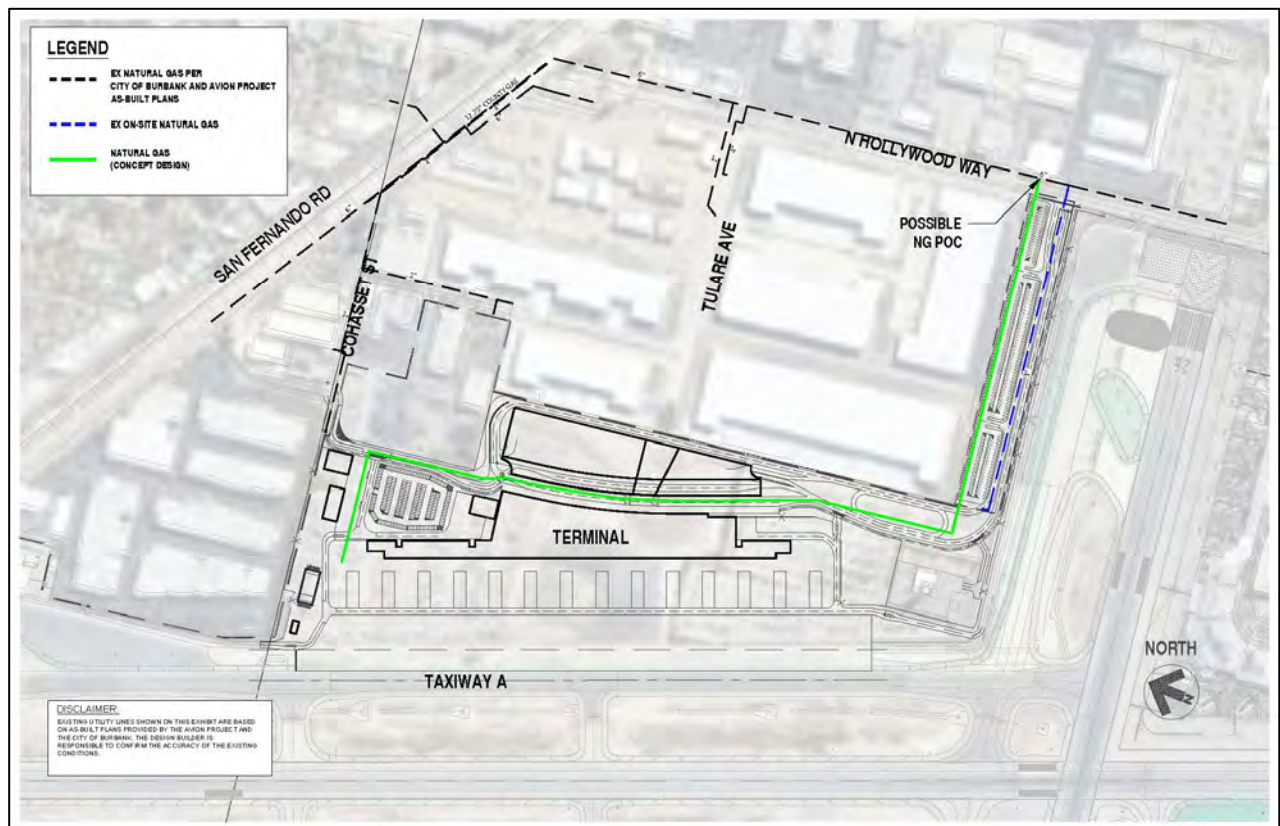


Figure 4-5: Natural Gas

Criteria and Standards

Utility specifications (for this project) for utilities located within public rights of way or within utility easements shall be in accordance with the individual utility company requirements.

Utility specifications for utilities located within the private property of the airport or beyond the respective utility meter shall consist of the following (in order of precedent) except where otherwise noted in this utility narrative.

- ➔ Southern California Gas Co
- ➔ 2019 California Plumbing Code

- 2019 California Mechanical Code
- Standard Specification for Public Works Construction (Greenbook)
- Project Special Provisions shall be in accordance with Masterspec Requirements latest edition

The point of connection(s) to any natural gas main(s) is subject to approval by Southern California Gas Co. The Design Builder shall be required to establish the natural gas demand requirements consistent with the proposed design documents and applicable codes and regulations. The Design Builder shall provide these demand requirements to SC Gas Co to establish appropriate point(s) of connection.

The natural gas line improvements between any natural gas meter and the point of connection to any existing gas main in the public right of way will be designed and constructed by SC Gas Co. The SC Gas Co will set the meter and the Design Builder shall be responsible to provide natural gas piping as needed beyond the meter and throughout the RPT site.

Existing Conditions

Southern California Gas Company owns and operates the natural gas system serving the airport and surrounding properties. Based on available data, there is an existing 6-inch diameter natural gas line along the east side of Hollywood Way and a 3-inch gas line extension into airport property in the Winona Avenue access corridor. Additional investigation is necessary to determine if the existing 3-in-diameter gas line is active and if it provides service to the existing ATCT. The ATCT will remain in operation throughout the construction of the RPT; therefore, if there is a natural gas line serving the ATCT, it shall be protected and remain active.

Natural Gas System Plan

A new natural gas system shall be required to provide the service requirements of the new terminal, parking facilities, airport support facilities buildings, and the existing ATCT.

Existing utilities that are located within the construction limits of proposed structures or within the structural loading influence lines of proposed structures are required to be removed in their entirety, and the area backfilled and compacted with fill material in accordance with project specifications. Existing utilities that require relocation to maintain utility service shall be moved to an appropriate location and reconnected to the utility network in accordance with project specifications. Existing natural gas lines on the project site that have no service purpose shall be cut and capped at a point close to the public utility mainline at a location approved by SC Gas Co.

The Design Builder shall connect to the natural gas supply at locations approved by the utility company. The Design Builder shall provide the new terminal building with a minimum of two separate points of connection to the on-site natural gas main such that the north and south portion of the terminal building have distinct natural gas supply.

New natural gas meters shall be provided by the SC Gas Co at each point of connection to the utility mainline. The Design Builder shall comply with SC Gas Co guidelines and regulations for the extensions of all gas lines beyond the meter to the RPT.

All new natural gas lines shall be PPE pipe.

Stormwater Drainage System

The stormwater drainage system discussed in this section includes the underground stormwater collection and main piping system from the new terminal, parking facilities, roadways, landscape areas, airport support facilities buildings, and the existing ATCT.

Storm Drain lines (existing and possible) located on, or adjacent to the airport property are shown on **Figure 4-6**.

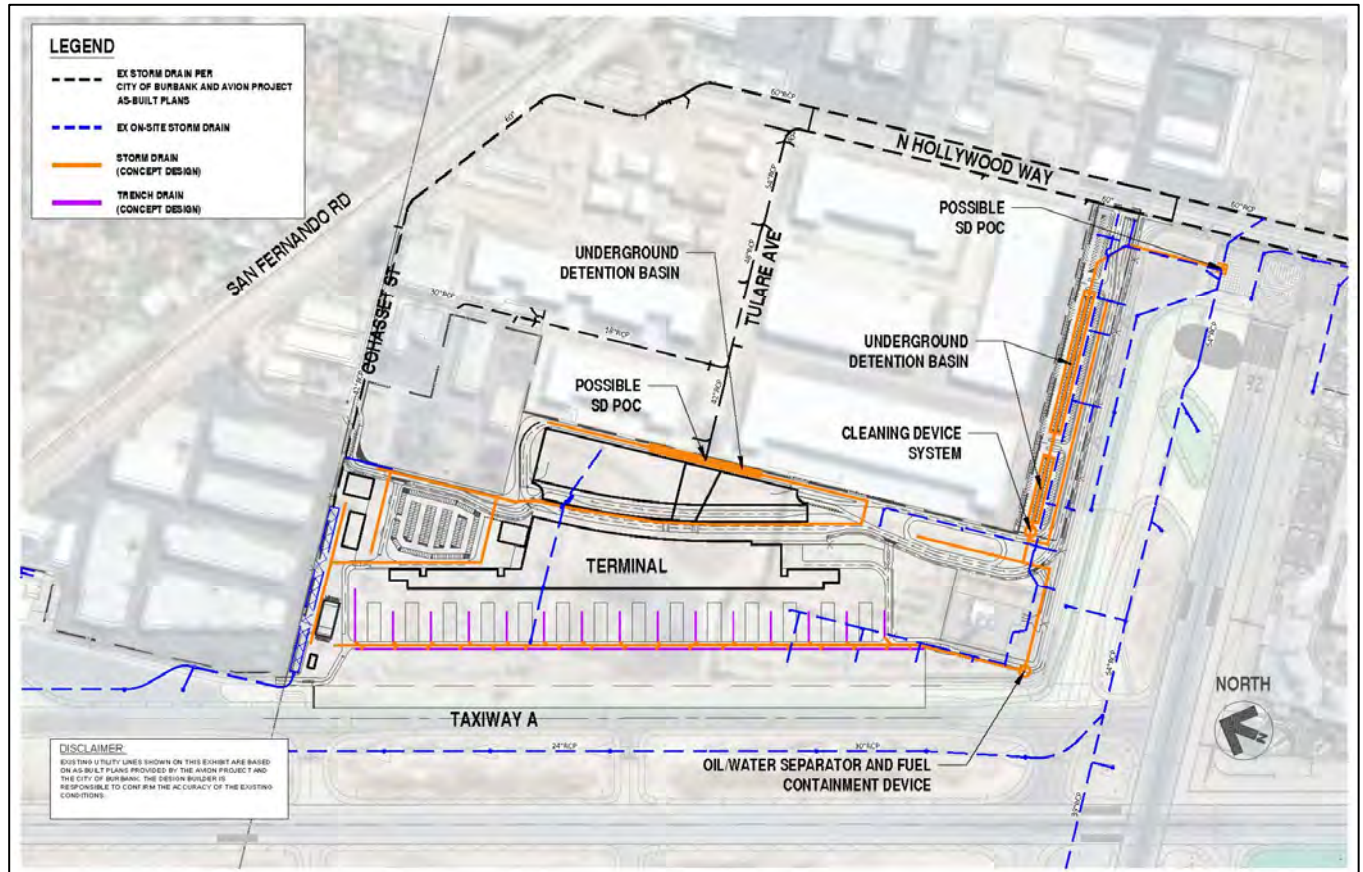


Figure 4-6: Storm Drain

Criteria and Standards

Stormwater Drainage System specifications (for this project) for systems located within public rights of way shall be in accordance with the City of Burbank Public Works Department.

Stormwater Drainage System specifications for systems located within the private property of the airport shall consist of the following (in order of precedent) except where otherwise noted in this utility narrative.

- ➔ City of Burbank Public Works Department
- ➔ Regional Water Quality Control Board
- ➔ Standard Specification for Public Works Construction (Greenbook)

- Project Special Provisions shall be in accordance with Masterspec Requirements latest edition

The point of connection(s) to any stormwater main(s) is subject to approval by City of Burbank Public Works Department. The Design Builder shall be required to establish the stormwater flow requirements consistent with the proposed design documents and applicable codes and regulations.

Existing Conditions

Existing stormwater lines located on, or adjacent to the airport property are shown on **Figure 4-6**.

Stormwater drainage service from the airport is provided by the City of Burbank (Department of Public Works). There are 3 separate drainage systems adjacent to or located on the airport property. These include the 42" system on the north side of the property in Cohasset Street, the new 42" line in Tulare Avenue, and a 24" line in the Winona Avenue access corridor. The 42" line on the north side of the property flows east in Cohasset Street to Lockheed Storm Drain Lateral B (a 60" line that conveys flow south along the east side of Hollywood Way). The 42" line has very limited capacity and any additional stormwater contribution to this system will require approval of the City of Burbank Public Works Department. The 42" system in Tulare Ave is a new system and has been sized to help support drainage flow from the RPT. The 42" line conveys flow east in Tulare Avenue to Lockheed Storm Drain Lateral A (a 60" line that conveys flow south along the west side of Hollywood Way). The existing 24" storm drain line in the Winona Ave access corridor is old and is required to be removed or replaced. Just west of Hollywood Way in the airport entrance to Remote Parking Lot A, the 24" line connects to a 60" HDPE line that conveys flow south under the airport perimeter road to an "airside" 54" (possibly 60") line that conveys flow east between RWY 8/26 and TWY D. The connection of the 60" HDPE to the "airside" drain is restricted by 20' of 18" HDPE limiting the amount of flow added to the downstream pipe that connects to both Lateral A and Lateral B of the Lockheed Storm Drain. Both Lateral A and B turn east and connect at Thornton Avenue.

The Lockheed Drain Channel that conveys flow southeasterly to the Los Angeles River along the south edge of the airport and along the north side of the railroad does not have 100-year capacity and overbank areas are mapped by FEMA as Zone AE. The two Lockheed Storm Drain Laterals A and B discharge to the Lockheed Drain Channel.

The existing Stormwater Drainage System at the airport is located both inside and outside of the Airport Operations Area (AOA). The AOA is any area of the airport that is used or intended to be used for landing, take-off, or surface maneuvering of aircraft. This includes such paved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to associated runways, taxiways, or aprons. The AOA refers to all areas where aircraft are operated or serviced and where maintenance, refueling, storage and other support activities are being conducted.

The existing Stormwater Drainage System includes water quality treatment facilities such as filtration systems, catch basin inserts, open conduit, oil/water separators and hydrodynamic separators.

The storm drains inside the AOA consist of drains that both receive discharge from Industrial activity that are subject to the Industrial General Permit Order 2014-0057-DWQ and non-industrial areas that are outside of the permit requirements. Storm drains within all industrial activity areas inside the AOA have been retrofitted with Revel Environmental Manufacturing (REM) Triton storm water filtration designed to capture trash/debris and equipped with media cartridge filters

The Industrial Permit requires the airport to maintain and prepare revisions to a site-specific Stormwater Pollution Prevention Plan (SWPPP). The Airport Authority's last revision of the site-specific SWPPP was July 2020. Airport businesses shall comply with the SWPPP and all future revisions that may be made to the SWPPP. The SWPPP has a set of minimum Best Management Practices (BMPs) that are used to

control sources of unauthorized non-stormwater discharges such as spills, leakage, and dumping. Minimum BMPs include Good Housekeeping, Preventive Maintenance, Spill and Leak Prevention and Response, Material Handling and Waste Management, Erosion and Sediment Controls, Employee Training Program, Quality Assurance Record Keeping. The Airport Authority may implement additional or advanced BMPs or other control measures in order to attain compliance with the receiving water limitation if a discharge causes or contributes to an exceedance of a water quality standard.

Drainage areas inside the AOA subject to the Industrial Permit, where Industrial Activities are being conducted may be exposed to fueling, vehicle maintenance, equipment cleaning and industrial equipment/material storage. These industrial activities are conducted inside or outside a hangar, ramp areas and on approved maintenance area locations.

Drainage areas inside the AOA that are not subject to the Industrial Permit include infield areas, runways, taxiways, grassy areas and all other areas that are not exposed to industrial activities. Also, included in this list is the Fuel Farm.

Storm drains in the infield, runways, taxiways and grassy areas not exposed to industrial activities have been retrofitted with REM Triton filtration. More than 100 storm drain are now filtered within Airport property.

The airports Landside areas (outside of the AOA) are subject to the Los Angeles County Municipal Separate Storm Sewer System (MS4) Permit Order R4-2012-0175, as amended by Order WQ 2015-0075 and Los Angeles Water Board Order R4-2012-0175-A01 (NPDES No. CAS004001) of which the City of Burbank is a Permittee. Redevelopment projects subject to the City conditioning and approval for the design and implementation of post-construction controls to mitigate stormwater pollution, prior to completion of the project include Land-disturbing activity that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site on development categories including all development projects equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet of impervious surface area, parking lots 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces, and street and road construction of 10,000 square feet or more of impervious surface area which shall follow USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA 833-F-08-009 to the maximum extent practicable and as required by Burbank Municipal Code Sections 7-3-102, 7-3-405, and 9-3-414.

The US Environmental Protection Agency (EPA) and the Los Angeles Regional Water Quality Control Board (RWQCB) have determined that Lockheed Martin's historical World War II and Cold War-era area operations resulted in contamination to groundwater resources in Burbank and to groundwater in the eastern area of North Hollywood, designated by US EPA as the North the North Hollywood Operable Unit (NHOU) of the San Fernando Valley Area 1 Superfund Site (EPA ID No. CAD980894893). Lockheed Martin manufactured, assembled, and tested aircraft, aerospace components and other industrial equipment from the 1920s to 1990s at facilities in the City of Burbank. Numerous potentially responsible parties (PRPs) contaminated groundwater in the region with volatile organic compounds (VOCs), including trichloroethylene (TCE) and perchloroethylene (PCE). Cleanup, operation and maintenance activities, and monitoring are ongoing.

The San Fernando Valley Area 1 site is a twenty-square-mile area of contaminated groundwater located primarily in North Hollywood and Burbank, California. The Area 1 site has been further divided into operable units: the Burbank Operable Unit (BOU) located primarily in Burbank and south of the Burbank airport; and the North Hollywood Operable Unit (NHOU) located to the west of the BOU. The NHOU comprises approximately four-square miles of contaminated groundwater underlying an area of mixed industrial, commercial, and residential land use in the community of North Hollywood.

The EPA is the lead agency for the current and planned future groundwater remedial activities at the NHOU. The EPA's response activities at the NHOU are and have been conducted under the authority established in the federal Superfund law, CERCLA, as amended, 42 United States Code (U.S.C.) §9601 et seq. The Los Angeles Regional Water Quality Control Board (RWQCB) has provided and continues to provide substantial support, particularly with the investigation and cleanup of sources of contamination.

EPA separates the site into two areas to help manage and prioritize cleanup activities:

North Hollywood Area: The interim remedy included groundwater pumping and treatment using aeration and granular activated carbon air filtering units, with discharge of the treated water to the Los Angeles Department of Water and Power's pumping station. Construction of the remedy began in 1989 and operation is ongoing. As of 2008, the system had extracted and treated about eight billion gallons of VOC-contaminated groundwater.

EPA later selected a second interim remedy to include well-head treatment for hexavalent chromium and 1,4-dioxane, expanded combined treatment operations and additional monitoring wells. EPA is currently proposing to update the remedy by allowing reinjection of treated groundwater into source areas.

Burbank Area: The interim remedy included extraction and treatment of groundwater. The City of Burbank's Public Service Department receives groundwater from the site blended with treated groundwater to reduce nitrate levels and distributes it to the public water supply system. Operation of the remedy began in 1996. Groundwater treatment has removed about 36 billion gallons of VOCs-contaminated groundwater and is ongoing.

At this site, activity and use limitations that EPA calls institutional controls are in place. Institutional controls play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use.

Stormwater Drainage System Plan

A new storm water system shall be required to provide the service requirements of the new terminal, parking facilities, roadways, landscape areas, airport support facilities buildings and the existing ATCT.

Existing utilities that are located within the construction limits of proposed structures or within the structural loading influence lines of proposed structures are required to be removed in their entirety, and the area backfilled and compacted with fill material in accordance with project specifications. Existing utilities that require relocation to maintain utility service shall be moved to an appropriate location and reconnected to the utility network in accordance with project specifications. Existing stormwater lines on the project site that have no service purpose shall be abandoned in place and slurry sealed or removed and replaced with suitable backfill material and compacted.

The Design Builder shall connect to the public stormwater system at locations approved by the City of Burbank Public Works Department.

Per discussions with the City of Burbank, the Lockheed Drain Channel is already at full drainage capacity and cannot accept additional flows. On-site capture, infiltration, and/or detention will be required, or sending the storm water flows to another storm drain network/receiving water will be required.

Airside drainage should be in accordance with FAA Advisory Circular AC 150/5320-5D Airport Drainage Design dated August 15, 2013. Drainage associated with the Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways should be designed in accordance with the current edition of the National Fire Protection Association NFPA 514 (2022).

Due to the significant grade change from the north to south ends of the terminal apron, special attention should be given to developing grading and drainage plans that prevent fuel spilled under one aircraft from spreading under the adjacent aircraft downhill from the spill.

The stormwater system on the landside of the RPT must allow for sufficient points of connection to convey stormwater from drainage facilities located on the airside of the new terminal.

All building roof drains shall be connected directly to the storm drain system with appropriate clean outs for maintenance purposes

All new stormwater lines shall be RCP unless the Design Builder can confirm to the Authority that local soil contamination will not impact the integrity and lifespan of any other pipe material.

The Design Builder shall comply with all Regional Water Quality Control Board Requirements. The Design Builder shall provide a Stormwater Quality Control Plan defining the control measures that are to be incorporated into the project as permanent BMP's. The Design Builder shall also provide a SWPP plan to define all temporary BMPs that will be used during construction. Infiltration of stormwater into the soil shall not be allowed as a temporary or permanent control measure for any stormwater generated from this site due to existing contamination of the underlying soils.

The airport is located within the jurisdiction of the Upper Los Angeles River Area (ULARA) Watermaster. The Court-appointed Watermaster enforces water rights in ULARA first established by the JUDGMENT AFTER TRIAL BY COURT in Superior Court Case No. 650079, entitled The City of Los Angeles, a Municipal Corporation, Plaintiff, vs. City of San Fernando, et al., Defendants, signed March 14, 1968. No BMP shall be allowed in any project sites located in the ULARA without the approval of the ULARA Watermaster.

Section 9-3-414 of the Burbank Municipal Code requires every Planning Priority Project to be designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use. When, as determined by the Director or Community Development Director, 100 percent onsite retention of the Storm Water Quality Design Volume (SWQDv) is technically infeasible, partially or fully, the infeasibility shall be demonstrated in the submitted Low Impact Development (LID) Plan. The technical infeasibility may result from conditions that may include but are not limited to: Brownfield development sites (an EPA term for property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant) or other locations where pollutant mobilization is a documented concern. If partial or complete onsite retention is technically infeasible, the project Site may biofilter 1.5 times the portion of the remaining SWQDv that is not reliably retained onsite. The remaining SWQDv that cannot be retained or biofiltered onsite must be treated onsite to reduce pollutant loading. Flow-through BMPs may be used to treat the remaining SWQDv.

The proposed storm drain system is anticipated to have 1) a fuel/oil interceptor sized to capture potential fuel spills; 2) underground retention facilities to allow infiltration of the SWQDv if feasible considering soil infiltration rates, groundwater proximity, and potential groundwater contamination; 3) an underground detention facility to allow treatment of 1.5 times the SWQDv (if not treated by infiltration) by a cartridge media filtration system; and 4) an underground detention facility to mitigate hydromodification resulting from an increase in impervious surfaces and potential increase of stormwater runoff to deficient downstream drainage systems.

The project shall comply with the Water Boards' Construction General Permit CAS000002, Order 2009-0009-DWQ (amended by 2010-0014-DDWQ and 2012-0006-DWQ) from the California EPA State Water Resources Control Board (SWRCB). Construction activities covered under this permit includes but are not

limited to clearing, grading and disturbances to the ground such as stockpiling, or excavation. The Design Builder shall develop their own SWPPP and set of BMPs (approved by the Director) to control sources of non-storm water discharges that may contribute significant pollutant loads to receiving water. Measures to control spills, leakage, and dumping, and to prevent illicit connections during construction shall be addressed through structural as well as non-structural BMPs. Per Burbank Municipal Code Section 9-3-407, BMPs shall apply to all construction projects and shall be required from the time of land clearing, demolition or commencement of construction until receipt of a certificate of occupancy.

Prior to Grading Permit issuance and as part of the project's compliance with the NPDES requirements, a Notice of Intent (NOI) shall be prepared and submitted to the SWRCB, providing notification and intent to comply with the State of California Construction General Permit.

Upon completion of project construction, the project applicant shall submit a Notice of Termination (NOT) to the SWRCB to indicate that construction is complete.

Project plans shall identify a suite of storm water quality BMPs that are designed to address the most likely sources of storm water pollutants resulting from operation of the proposed project, consistent with the Standard Urban Stormwater Management Plan (SUSMP) per Burbank Municipal Code Section 9-3-413. Pollutant sources to be addressed by these BMPs include, but are not necessarily limited to, parking lots, landscaped areas, trash storage locations, and storm drain inlets. The design and location of these BMPs will be subject to review and comment by the City but shall generally adhere to the standards associated with the Phase II NPDES storm water permit program. Implementation of these BMPs shall be assured by the Authority prior to the issuance of Grading or Building Permits.

Electrical Systems

The electrical systems will be developed provide power to the RPT, supporting facilities and other miscellaneous loads. The electrical system will comprise of medium voltage (12KV) and low voltage (600V) distribution. Power to the site will require coordination with Burbank Water and Power (BWP).

Electrical lines located on, or adjacent to the airport property are shown on **Figure 4-7**.

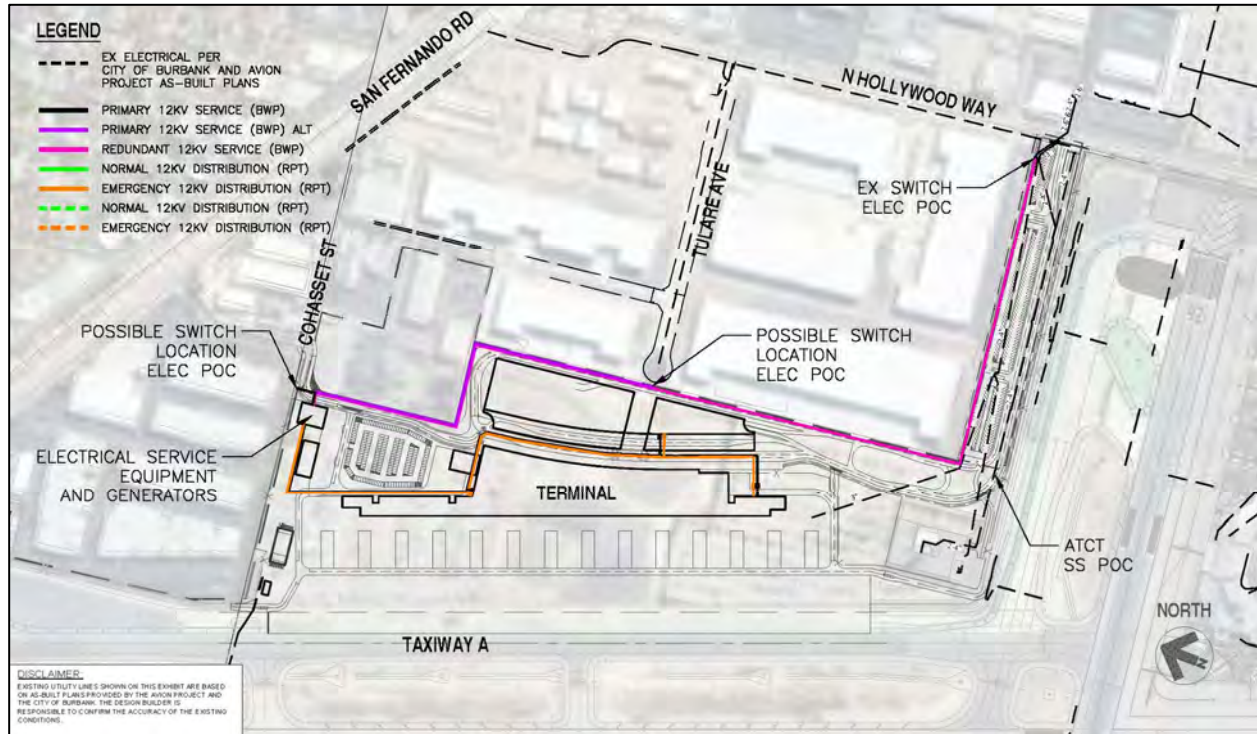


Figure 4-7: Electrical

Criteria and Standards

Electrical service primary (12KV) distribution point of connection will be provided by BWP via pad mounted switch located just within the property line at one of (2) locations. BWP currently has infrastructure for one service to be located at the west end of Tulare Avenue. The second point of connection would require BWP to construct primary service line to the west end of Cohasset Street. The exact location of the pad mounted switch will be coordinated with BWP.

BWP has also provided a 5KV pad-mounted switch located at the corner of Hollywood Way and Winona Ave. This point of connection would serve as a redundant feed to the RPT.

All electrical systems shall conform with 2019 BWP Rules and Regulations, 2019 California Electrical Code and the Illuminating Engineering Society, North America (RP-37-20), FAAAC 150/5360-13A Airport Terminal Planning

Existing Conditions

The existing Terminal is fed from BWP (2) 24KV feeders originating from (2) 1,500 KVA medium voltage pad mount transformers at the BWP substation located on Empire. Underground service feeders from these transformers are metered by BWP at 2,400V, housed in a 600A fused disconnect enclosures.

Underground service feeders are routed to the BGPA substation, located south of the existing Terminal "B" building. The BGPA substation provides 2,400V distribution of (2) feeders to a (2) 600A metered switchgears "DIST-1" and "DIST-2" via the 1,200A main-tie-main configured switchgear "MSG".

Switchgear "MSG" is provided with (2) 2,400V service feeders from BWP and is also provided with (2) 2000KW, 480V Generators "GEN 1" and "GEN 2" for standby power in the event of loss of power by one or both service feeders.

Recommended Electrical Systems

The existing electrical distribution system was last upgraded to improve redundancy in the year 2016. This system provides a range of sequenced operations that address power failures for the various conditions. It is recommended that the new electrical distribution maintains the level of redundancy to which it is currently designed. Two Service points for the RPT are suggested; one at the west end of Tulare Avenue (a cul de sac); another at Cohasset Street near the BUR RPT electrical service yard. Avion/BWP service at Tulare Avenue is within a utility easement. Easement on BUR property will be 5 feet wide. The service at Cohasset Street would require BWP to construct an underground duct bank along south side of Cohasset Street centerline since it serves as the boundary line between Los Angeles and Burbank.

The pad mounted switch currently located at the corner of Hollywood Way and Winona Ave will serve as a redundant feeder to the RPT. RPT will require two separate feeders a main source and back up source. BWP Equipment cannot be installed inside an enclosed vault, it must all be exposed in an exterior electrical service yard.

BWP will provide service at 12kV, and this will provide reduced rates. BWP will meter at 12kV and the Authority will own the stepdown transformers and medium voltage distribution to the terminal. This will require Authority to have medium voltage certified electricians to service this equipment.

Alternate approach is to have BWP to step down the power to 480V and then distribute at 480V but power will be provided at higher rate to Authority. This can be done with existing staff but 480V power may be significantly less efficient for the distribution around the airport facility.

Basic service equipment (PME9) installation rough cost = \$30k. Full automatic transfer switch arrangement = \$85k. If automatic switch is utilized, then the feeds would likely need to arrive in the same geographical location. Authority will consider this in its electrical redundancy strategy for feeding the terminal area facilities.

All duct/cable past the metering gear transformer/transfer switch will be owned/maintained by the Authority.

Service duct will require 5-foot utility easement, pad mounted equipment require a 15' x 20' clear zone. Equipment must be able to be serviced/replaced by BWP crew truck (hoist ready) and with equipment on surface pads (no vaults).

MOU established between BWP and Avion/BUR which establishes 1/3 (BUR=5MW) 2/3 (Avion=10MW) split of available power (15MW). Any additional power (if necessary) to these sites must be split similarly. The three-party agreement states that an additional 5 MW power could be split in similar way increasing the max available power for the Airport to 6.67 MW (13.33 MW for Avion). BWP further indicated that they have preserved the Airports contingency demand; giving it to Avion would require a new service agreement. An existing 4MW substation on Cohasset is planned for abandonment (not available for power). Power will come from the Ontario substation located on Winona Ave and N. Ontario St.

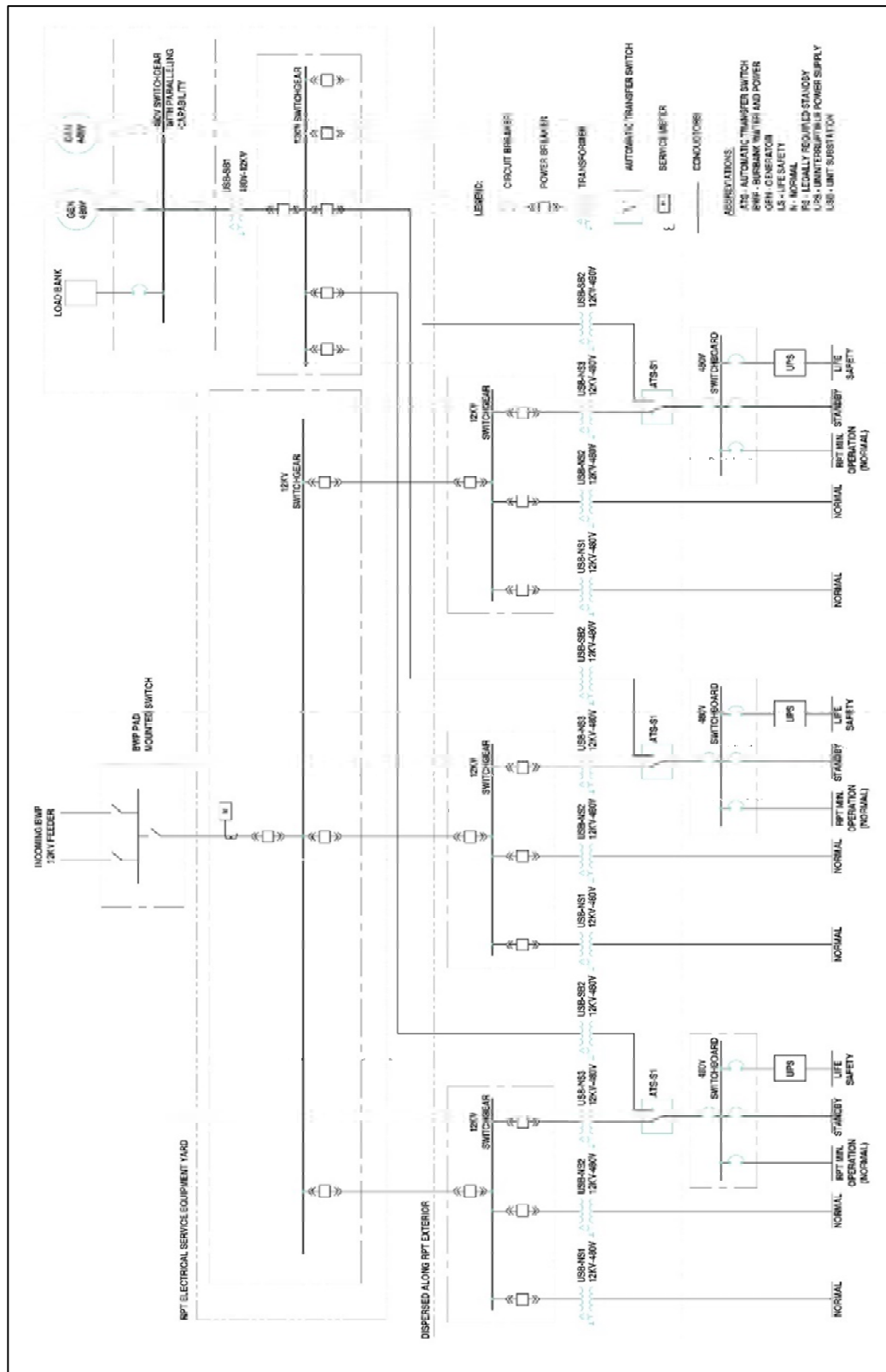


Figure 4-8: General 12KV Distribution - Single Line Diagram

The projected demand load estimated for the RPT at 8MW was based on preliminary design load data and is required to be re-evaluated as the design is further developed.

1. Demand Calc: BWP could not verify total size of the service necessary from the projected RPT demand loads and the vehicle charging station loads. BWP requires a preliminary single line diagram with proposed panel loads to be able to calculate the new service. BWP's current Substation Agreement states that 80% rated panels will be calculated by taking 65% of the panel capacity and fully rated panels will be calculated by taking 81.25% of panel capacity.
2. Panel Loads: Panel load information will be provided to BWP, who in turn can calculate the amount of the engineering deposit necessary for BWP to begin design work sizing the services. DB to provide final design.
3. Charging Stations: Vehicle charging station schedule is identified as:
 - o Public Parking Garage 3,180; Entrance Parking Lot 300; Employee Parking 200 (Total = 3,680)
 - o DA 50 spaces at Level 2 Chargers; LEED requires 5% at Level 2 Chargers
 - o Cal Green Tier 1 is 8%, Assume Level 2 Chargers
 - o Based on the panel calculation approach to sizing power demand by BWP, the strategy for selection of the charging equipment will be important to ensure the demand is not over-estimated.

The subject of installing solar panels and storage batteries at the RPT was discussed. BWP concerns focus on the possibility of the load from solar panels and batteries migrating downstream during power outages, potentially creating a hazard to BWP crews performing repair services. Any latent power at the RPT must be isolated from downstream points of service connection. Rebate programs exist between consumers and BWP that propose a joint ownership of solar panels and batteries. It is understood that BWP does allow solar, but this will require further discussion.

A detailed schedule of milestones and durations will be developed to be able to efficiently plan the design, construct and energize the power service to the RPT. Coordination with BWP will be made to develop this schedule to include milestone dates specifically applicable to BWP. This will include service planning milestones, design milestones, infrastructure design milestones, infrastructure construction milestones, BWP equipment installation durations and other requirements that culminate in the energizing of the meter for the airport.

Emergency and standby power will be provided via 480V centralized generators located at the electrical service yard. These generators will be sized to support emergency, legally required and optional loads per NFPA 70. Coordination with the Airport will be required to establish a standby power priority load list that would allow the terminal to continue operate.

Communications Systems

Underground communication conduits and manholes will be provided for data/comm service providers to the RPT. Coordination will be made with the local service providers to identifying point of connection and terminations to the RPT main point of entry. The duct bank will comprise 4" minimum conduits, quantity and separation as required. Communication lines located on, or adjacent to the airport property are shown on **Figure 4-9**.

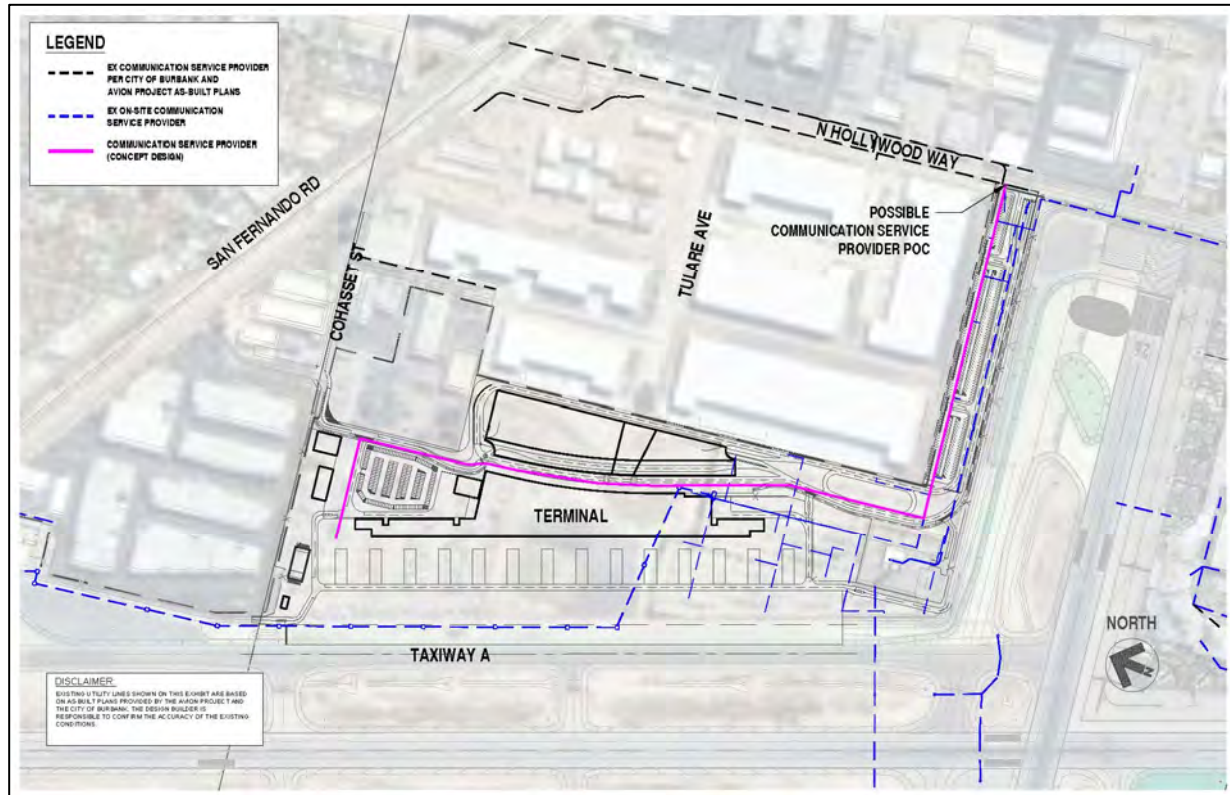


Figure 4-9: Communication

DATA/Communications Site Distribution

The existing data/communications distribution consists of (2) 72-strand main fiber loops making up the backbone – north and west loops. Both backbone loops are routed through building 36. The backbone – west loop distributes the 72-strand fiber to environmental enclosures at the west side of the Airport. The backbone – north loop distributes fiber to maintenance department, the existing terminal and environmental enclosures at the east side of the Airport. Environmental enclosures are used to house network switches and media convertors to support CCTV camera around the Airport.

The backbone north – loop may be intercepted at an existing environmental enclosure at the north SIDA booth or possibly the air traffic control tower (ATCT) and extended to the RPT. Demolition of the existing terminal will require portions of the existing backbone – north loop to be reconstructed or possibly protected in place to maintain redundancy and to continue to serve existing facilities to remain, adjacent to the existing terminal.

END OF SITE UTILITIES

Section 5: Ancillary Facilities

General

Ancillary Facilities shall be developed in accordance with the intent to fully support the functions of the airport and terminal with respect to the requirements of each user/stakeholder. Facilities and Operations shall support the Airport's paramount goal of prioritizing and preserving flexibility, space and functionality within the Airport Terminal confines for Passenger Use, Passenger Experience and Amenities, and Revenue-Producing purposes.

Ancillary Facilities shall make maximum use of allowable development external to the Airport Terminal and minimize the number of facilities to be developed by conjoining uses within the footprint of each ancillary facility for multiple purposes, as is feasible.

Ancillary Facilities shall be developed in accordance with the Development Agreement (DA) circa 2016. This includes the Air Cargo Building, GSE Equipment and Terminal Maintenance Building. Other additional possible functions linked to the Air Cargo Building, GSE Equipment and Terminal Maintenance Building development but not included in the DA are indicated below:

- Catering/Commissary Facility
- GSE Charging/Fueling Facility
- Triturator Facility
- Central Receiving Facility (CRF)
- Waste Handling Facility
- Federal Inspection Station Facility

Air Cargo Building and GSE-TMB Building

Operationally, the Air Cargo Building and the Ground Service Equipment (GSE)-Terminal Maintenance Building (TMB) Building are distinct but similar in building type. Airlines, as tenants, might cross the functions of air cargo, commissary and GSE repair. The airport, as landlord, might cross the functions of airport stores, concession delivery screening, building maintenance and GSE accommodation. The landside functions of truck deliveries and car parking can be co-mingled, and the airside functions of cargo cart staging, catering truck, GSE parking and airport service vehicles can be co-mingled for airside ramp planning. Air cargo benefits most from an airside-landside straddling.



Figure 5-1: Air Cargo and GSE Building

The Design-BUILDER can review the benefits of combining the Air Cargo functions and the GSE-TMB functions into one structure in terms of efficiency, flexibility, futureproofing, location and construction cost advantages. This approach requires consultancy with the BUR Business and Properties department to review a tenant profile and preferences as well as possible tenants. This should also include a review of what functions can be wholly (core) or partially (satellite) accommodated in the consolidated Air Cargo-GSE-TMB building and in passenger terminal lower level.

Considerations for the Design-BUILDER:

- ➔ Passenger terminal maintenance might benefit from accommodating limited repair functions and consumable/high frequency use items in the passenger terminal lower level.
- ➔ Tail to tail air cargo transfers might benefit from air cargo storage in the passenger terminal lower level.
- ➔ GSE repair and heavy Terminal maintenance functions might benefit from co-location in the separate Air Cargo and GSE-TMB building.
- ➔ A major tenant like Southwest Airlines may request tenant space for co-located air cargo, GSE maintenance and commissary functions in the Air Cargo-GSE-TMB building.
- ➔ Air cargo storage, airport stores, concession screening, concessions storage and ice production all include an overall storage and storage racking function that could be managed by a third-party operator operating on behalf of airlines, concessionaires and the airport. High bay storage, possibly narrow aisle, may be a common feature to increase storage capacity.

- ➔ Shared landside car parking or employee shuttle service from a combined building may benefit from differing work shifts.
- ➔ Shared airside parking of GSE, catering and airport vehicles can be more efficiently managed with passenger terminal staging with the benefits of additional security by being airside.
- ➔ Any international cargo using a charter aircraft or cargo airline would most likely use the air cargo facility with an area designated for Customs and Border Protection (CBP) inspections.
- ➔ Depending on the landside truck dock design, shared truck dock berths can offer flexibility for the various internal building functions with the potential of sharing air cargo screening with concessions screening.

Air Cargo Building

Air Cargo Building Design

The Development Agreement indicates an 8000 square-foot building footprint. The size of building (building footprint and any mezzanine) is usually based on cargo data available in annual tonnage using a recognized ratio for sizing or any existing tenant lease space sizing information. A typical benchmark is 1 square foot per ton but based on the low amount of tonnage, the ratio may go in either direction depending on the operations. An interior upper level or mezzanine area on the landside of the building above loading docks can be provided and this is one way to maximize the limited footprint for the proposed cargo building and would appeal to multi-function use by a tenant.

A typical cargo building has a clear inside height dimension of about 30 feet with approximately a 35-foot roof height pending air navigation surface restrictions. If no high bay storage racking is anticipated, the clear inside height dimension can be reduced.

Since belly cargo buildings can have multiple airlines as tenants, either as distinct tenant leases or served by an overall cargo handling agent for common use, the structural bay module of the building can be used as the basis for any tenant subdivisions and location of core elements. A clear roof span for this scale of cargo building allows for more flexibility in operations. Construction type can be either conventional steel frame or pre-engineered metal building or a fabric structure.

Based on the relatively low square footage cited of 8000 square feet and typical air cargo operational arrangements, a 100-foot length by 80-foot depth footprint might be reasonable. Single tenant versus multi-tenant use often determines the length based on the provision of tenant-separated landside access for trucks. The 80-foot depth must accommodate cargo screening activities at the landside loading docks.

Typically, cargo buildings have heating and ventilation as the main air conditioning. LED lighting, plumbing connection for toilets and fire protection sprinklers (as required by code) are typical. Electric service can be upsized for any cargo equipment loads. Any submetering for utilities required by the airport as landlord needs to be studied, but this scale of building would be best suited for utility charges to be built into the lease in proportion to the tenant area used.

HVAC and utilities follow the functions accommodated. The cargo building will require minimal heating (electric) and mechanical and passive ventilation. Roof top units or sidewall/ceiling hung units can be provided. Ventilation requirements will address heat build-up in the building and air quality control if carbon fuel vehicles enter the building. The office area can be air cooled using a split system. Lighting shall be overhead LED fixtures. Electric power should be designed for warehouse building loads including high volume low speed fans and forklift charging with an additional factor for any cargo handling equipment that a tenant/occupant may install. Plumbing should include domestic water provisions and electric water heaters for warehouse service use and for tenant office toilets. Floor drains may be provided if required. Fire protection to be a wet pipe system and fire pump, if required.

Air Cargo General Operations

Based on the historical cargo statistics for BUR, a new cargo facility will be used for belly cargo operations (defined as non-containerized air cargo placed in the aircraft baggage area) for the domestic airlines serving BUR with Southwest Airlines being the majority user of the facility. The facility could be operated by an overall ground handler as the prime tenant or by multiple airline tenants with partitioned-off operations. Local inbound-outbound cargo that would require a “retail” face should be processed at the air cargo facility or from any cargo counter (similar to a lost luggage counter) that might occur in a passenger terminal depending on security protocols.

Building use can be restricted to only cargo operations (not GSE or catering or material stores) in order for more airlines to use the building. (The possible threat of competition for leasing space in the building probably would derive from an overall airline operation seeking to minimize a competitor’s access to airport support facilities.)

In terms of value to an airline, an air cargo building or airline support building with airside and landside access is most valuable for air cargo and catering and not so much for GSE use. GSE buildings can be airside only.

Air Cargo Airside Operations

It can be assumed that outdoor operations and outdoor storage of cargo carts and tugs will predominate based on the temperate climate for Burbank and the provision of ample ramp space. Protection of the cargo carts and tugs might be supplemented by canopies or tent structures. The size of the airside ramp of the cargo building, if airside space is provided, will be sized using a recognized ratio for sizing or tenant request for space. No dedicated cargo aircraft parking is assumed as part of the aircraft ramp operations. Cargo GSE storage area/location and any maintenance areas will be based on tenant mix or overall cargo handling agent.

Lighting, either mounted on the building or on masts, should be provided for illumination to the required level for ground operations on the airside for the cargo operations.

Airside lighting must be provided to meet minimum lighting requirements as indicated in FAA advisory circulars and by the Illuminating Engineering Society of North American (IESNA) for airside areas. Apron floodlights must be provided with louvers and be cutoff-type fixture. Fixture quantity, pole locations, and mounting heights should be determined via a computer lighting program, with pole heights not-to-exceed the Part 77 transitional surface or located in the Object Free Zone (OFZ) as required.

Floodlight must be building-mounted at the GSE. Floodlight poles that are installed on the building must be provided with accessibility supporting options to aid maintenance of fixtures and drivers. Such options should be coordinated with the BGPAA.

Air Cargo Landside Operations

The size of landside truck maneuvering should be based on using a recognized depth from landside building face in the range of 150 feet (for semi-truck access). The landside area can be tailored to a smaller truck size if warranted by historical truck profiles. Access to the landside truck area will be by an agreed to and recognized/acceptable truck route.

Truck dock spacing and count, will be based on either underlying Zoning regulations or a standard measure of 13 to 15 feet on center. The truck dock elevation is typically four feet above pavement grade achieved through a grade elevation drop from airside to landside or recessed docks. The topography, scale of this facility, current operations, tenant requirements and site plan maneuvering will determine if a change in grade elevation from landside to airside or a designated recessed truck dock is warranted. Man-door

entrance areas for staff/customers on the landside are typical and some at-grade or ramped-up truck entrances into the building can be provided.

Automobile parking on the landside will include management staff, visitors, and general staff unless general staff is routed to nearby parking lots/garages and shuttle service is provided by the airport due to parking limitations at the air cargo building.

Lighting, either mounted on the building or on poles, should be provided to the required illumination level for truck maneuvering and car parking.

Air Cargo Security

Airlines are responsible for the screening of cargo before loading to an aircraft so the cargo facility would have to accommodate cargo screening technologies and/or canine detection. Air cargo buildings usually straddle the separation of airside and landside, and the line of security is typically at interior edge of truck dock loading area. Any employee screening implementation can be determined by the airport, TSA and tenants. The building should be coordinated with the site plan for continuity of a secure airside.

Use of camera surveillance is typical for observing and tracking airside and landside activities.

Ground Service Equipment/ Terminal Maintenance Building (GSE - TMB)

The two cited operations of ground service and terminal maintenance are distinct but have some possible overlap in operations, utilities, and purpose, so the combining of the two functions is acceptable for airport service efficiency. The assumption is that the GSE maintenance is for airport-owned vehicles. The Development Agreement indicates an 8000 square-foot building footprint.

GSE Building Design

In general, the profile of the GSE facility is a typical vehicle repair operation. The floor area should be open and flexible with some fixed assets such as mezzanine areas (above and below) for office and parts stores. Durable exterior walls and interior partitions are required. Glazed garage doors on both sides of the building (if building is only landside) are recommended for flexible access. Any in-floor sanitary drains should be connected to a triple basin grease interceptor. Electric fixtures and outlets should be appropriate to an environment with fuel vapors, which also will require adequate ventilation linked to vapor or gas sensors. Compressed air in an enclosed room should be provided. Electric power for various tools should be provided. Electric power vehicles will require accommodations for battery charging either inside the facility or directly outside.

HVAC and utilities follow the functions accommodated. The GSE area will require minimal heating (electric) and mechanical and passive ventilation. Roof top units or sidewall/ceiling hung units can be provided. Ventilation requirements will address heat build-up in the building and air quality control if carbon fuel vehicles enter the building. The office area can be air cooled using a split system. Lighting shall be overhead LED fixtures. Electric power should be designed for automotive garage building loads including high volume low speed fans and power tool use with an additional factor for any automotive lifts that a tenant/occupant may install. Plumbing should include domestic water provisions and electric water heaters for general operations use, such as a wash bay, service sinks or eyewash station and for tenant office toilets. Floor drains may be provided and should be connected to grease interceptor. Fire protection to be a wet pipe system and fire pump, if required.

GSE General Operations

The general focus for GSE facilities is vehicle-related so the Design-Builder should provide vehicle repair operations including a high service bay accommodation and including repair area with a wash area, limited

workshop area, parts stores and office. The operations can be supported by mobile vehicle lifts, workbenches, storage cabinets and similar vehicle repair accessories.

The vehicles could include staff vehicles, light trucks, aircraft stairs, tugs, tractors, carts and dolly's. Passenger terminal shuttle carts are also possible GSE vehicles. A profile of targeted vehicles should be developed to understand the nature of the vehicles, sizes and power source, whether fossil fuel or electric. Assumption is that airport fire department vehicles and municipal service vehicles such as waste collection would be maintained separately.

GSE Landside Operations

As noted, the GSE operations can be all landside for the convenience of deliveries and vehicle manufacturer representatives. Nearby an airfield gate can provide secure access for airside vehicles being serviced.

GSE Airside Operations

Airside operations might be limited to the parking of disabled or repaired vehicles. Airside areas are more secure and possibly more generous on the airside than landside. For the BUR environment, weather-secured canopies or tenting might be considered for vehicle protection.

Airside lighting must be provided to meet minimum lighting requirements as indicated in FAA advisory circulars and by the Illuminating Engineering Society of North American (IESNA) for airside areas. Apron floodlights must be provided with louvers and be cutoff-type fixture. Fixture quantity, pole locations, and mounting heights should be determined via a computer lighting program, with pole heights not-to-exceed the Part 77 transitional surface or located in the Object Free Zone (OFZ) as required.

Floodlight must be building-mounted at the GSE. Floodlight poles that are installed on the building must be provided with accessibility supporting options to aid maintenance of fixtures and drivers. Such options should be coordinated with the BGPAA.

GSE Security

The GSE operations can be all airside or landside or straddle the line depending on the location. The vehicles in general will be airside-focused but the maintenance operations can be all landside for the convenience of parts delivery.

TMB Building Design

A flexible floor plan accommodating semi-fixed workshops, work areas and offices is required. High bay storage or mezzanine storage is recommended for increasing utilization of the height of the TMB facility. Overhead door access for larger work items should be provided. Deliveries and waste streams need to be considered in the facility design as well as recycling and secured electronics disposal. Utilities that support tools and wash areas should be provided and might be shared with the GSE main utility plant provisions. Larger warehouse storage off-airport might be required for advance purchases and larger volumes of high use items.

HVAC and utilities follow the functions accommodated. The TMB area will require minimal heating (electric) and mechanical and passive ventilation. Roof top units or sidewall/ceiling hung units can be provided. Ventilation requirements will address heat build-up in the building and air quality control and exhaust for shop areas requiring fume or dust control. The office area can be air cooled using a split system. Lighting shall be overhead LED fixtures. Electric power should be designed for workshop building loads including high volume low speed fans and power tool use with an additional factor for any machine shop equipment that a tenant/occupant may install. Plumbing should include domestic water provisions and electric water heaters for general operations use, such as service sinks or eyewash station and for tenant office toilets.

Floor drains may be provided and should be connected to grease interceptor. Fire protection to be a wet pipe system and fire pump, if required.

TMB General Operations

The general focus for the TMB facility will be the basic and frequent airport building/furnishing repairs, assuming they will mostly be repairs for the new passenger terminal, which should be limited at the beginning. Frequent use/abuse items will be serviced that require cosmetic repairs or replacement part installation. This would include passenger service counters, furniture, interior finishes, trash receptacles, restroom accessories, electronics, lights, signage, plumbing fixtures, airport landlord provisions, cleaning equipment, etc. Consequently, the major functions should be a machine shop area, a carpentry area, an electronics test bench, repair worktables, tool storage and high-use replacement parts storage. The airport can consider off-site storage for larger items and attic stock.

TMB Landside Operations

Depending on the design of the new passenger terminal and any delivery dock(s) at the terminal, the preference would be for the TMB facility to be landside for the convenience of deliveries, waste removal, packing material removal and vendor interface. Landside transfer of work material to the passenger terminal as the main route for delivery would also minimize traffic on the airfield. Accommodation of deliveries direct to airside as part of the passenger terminal should be considered in the design of the passenger terminal.

TMB Airside Operations

The TMB facility would require limited airside facility or space, unless used for protected stored material. Airside deliveries to the passenger terminal, depending on security and access, can be accommodated by a nearby airfield access gate.

TMB Security

The work material and parts to be serviced can be located both airside and landside at the passenger terminal. Depending on how the work material and parts are transferred from the passenger terminal, either landside or airside, the security and chain of custody of the items should be maintained at a high level to protect airport assets and prevent the illegal transfer of goods, like the control of concessions items. Electronic items, if repaired, at the TMB facility should be controlled. The TMB operations should, with airport procurement operations, monitor paperwork and equipment repairs performed by off-site vendors.

END OF SITE ANCILLARY FACILITIES

Section 6: Phasing and Logistics (Site)

Phasing and Logistics (Site)

Introduction

As further defined in the Development Agreement and earlier in this PDM, the RPT site is very constrained, both in terms of terminal space and landside space. The landside facilities must be contained within the boundaries defined and generally match the elevations of the surrounding areas near the boundaries. The Design-Builder's employees, the workforce of the RPT Project, shall also be constrained and restricted to the immediate work area of the Project Site and shall not go beyond the limits of the Project and its access roads except as otherwise approved by the Authority.

While the site logistics and phasing requirements of the project may not be specifically governed by the Community's vision for the design of the Replacement Passenger Terminal as conveyed in the Authority's public design charrette report, the concepts and details contained within the report, and within the Development Agreement, will impact the design and the construction of the Replacement Terminal and should always be considered when performing work on the site. The site should be managed so that it will contribute to the easy flow and function of the new facilities. The developed site shall provide a distinctive Burbank look and feel while using the landscaping to help create a positive arrival experience to the terminal and preserving the aesthetic views of the surrounding landscapes. The Design Builder should keep each of these elements, and others as conveyed by the public, at the forefront of their planning and while executing work on the site.

This Phasing & Logistics section is intended to provide a practical and flexible guideline to the phasing and logistical planning and execution of the work to minimize disruption to on-going operations and services at the Hollywood Burbank Airport and to other airport construction projects and the surrounding community. The intent of this section is not to restate all of the various site constraints and site management obligations but rather to provide the Design-Builder with a general overview of some of the more critical site management requirements and constraints. The Design-Builder shall become familiar with and shall comply with the requirements in the various documents that govern the work on site. These documents include but are not limited to 1) Contract General Conditions and Project Requirements, 2) The Development Agreement between the City of Burbank and the Airport Authority, 3) Final EIR & EIS documents, 4) Burbank Clean Construction Policy. The Design-Builder shall plan, design, coordinate, sequence, and organize their work to minimize the inconvenience and disruption to the general public and airport operations to the greatest extent reasonable in accordance with these documents.

As stated, this section shall be used as a guide regarding the overall restraints affecting the performance of the work rather than a prescriptive approach to detailed sequencing, phasing, and logistics. It incorporates the input from Authority staff and stakeholders to establish parameters to guide the development of the Design-Builder's comprehensive plan to complete the work. Continued collaboration between the Authority, Design-Builder, and stakeholders will be a necessity from the Design-Builder's development of its work plan, through construction, to commissioning and ORAT implementation. The parameters may need to be modified in response to airport, external, or industry conditions, or due to the progress of the work, at the discretion of the Authority.

Background

Burbank is in the southeastern end of the San Fernando Valley in Los Angeles County. The City is located approximately 12 miles northwest of Downtown Los Angeles. The Hollywood Burbank Airport, BUR, is E22-03 Progressive Design-Build Services

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located in the City's northwestern-most corner, with the north end of runway 15/33 actually extending beyond the City's northern boundary. The airport is surrounded by a mix of residential, hotel, office, retail, and industrial uses including the recently completed Avion Project, which includes additional light industrial uses, hotels, and office developments.

The project site is in the northeast quadrant of the airport property as defined by its two runways 15/33 and 8/26. The project site is constrained to the west by existing Taxiway A, serving runway 15/33, and to the east by the airport boundary and the recently completed Avion Commercial Development, as briefly described above. Though not a physical boundary, the site is further constrained by a significant elevation variation from north-west to south-east. The development of the site and the facilities must account for these site characteristics when selecting final facility configurations and site improvements. The construction of the new Replacement Terminal Project is not governed by any prescribed phasing. Construction of the new landside terminal access and circulation roads are only constrained by site limits and by the existing ATCT "FAA Only" traffic lanes at the southern edge of the project site. Construction cannot adversely impact the traffic access to the ATCT. Nor to the Authority bus charging facility.

General Site Information and Requirements

As described earlier in this PDM, the Replacement Terminal consists of the construction of a 14-gate, 355,000 square-foot replacement terminal, public and employee parking facilities, terminal roadways, replacement airline cargo building, a ground service equipment maintenance building, and all the site improvements required to support these new facilities. As noted in the introduction above, the project site is constrained by existing operations, new developments, existing roadways, and even by the significant elevation variation from north-west to south-east. Accordingly, construction of the BUR Replacement Passenger Terminal Project will occur while accounting for these noted constraints but while maintaining existing active airport operations. Close coordination of construction logistics between the Airport Authority and the Design-Builder is critical to minimizing or eliminating any negative impacts to airport operations, safety, and security. As defined by the Development Agreement, the project site is physically located within the Airport's property and is referred to as the Northeast Quadrant (NEQ). Documents such as the Development Agreement also refer to the project site as the Adjacent Property; throughout this document and for the purposes of the Replacement Passenger Terminal Project, the project site will be referred to as the Northeast Quadrant (NEQ). Although the site is removed from the predominance of the airport operations, the project site is immediately east of runway 15/33. Care must be taken to properly segregate the project site from active airfield operations for security reasons and to prevent any construction debris and other construction related foreign objects from entering airside operations. The existing terminal operations are located south of runway 8/26, in the airport's southeast quadrant. Construction, staging operations, site access, traffic control requirements and other construction requirements must be properly coordinated to minimize any impacts to existing operations.

The project's sequence of the work will be determined primarily by the Design-Builder with limited constraints and prerequisites as directed by the Authority. The NEQ is generally undeveloped property within the Airport's boundary and owned by the Airport. The Authority, does however, operate two surface parking lots located at the south end of the NEQ. Also, the northern third of the NEQ is occupied by a surface parking lot currently leased by local studio rental companies for vehicle and trailer storage. The remainder of the site is undeveloped and is covered with a layer of crushed stone and recycled millings to stabilize the surface. Each of the surface parking facilities are paved asphaltic concrete surfaces. The Authority's public and employee parking lots include other improvements such as perimeter fencing, concrete curb and gutter, landscaping and landscaping islands, revenue control islands and equipment, and the typical drainage structures and underground utility systems. The Design-Builder shall develop their work plan and schedule incorporating their intent for the use of these existing paved lots for trade parking, laydown or other potential uses, the eventual demolition, and the final development of the lots into the RPT Project sequence of work. The Project's General Conditions specifically require a Project Logistics Work Plan while the Development Agreement similarly requires truck route plans, identified staging locations and

similar logistics planning documents. The Design-Builder shall provide such plans during Phase 1 of the Project prior to site construction activities.

Maintaining the safety, and security, of the project site and of contractor personnel while minimizing any impacts to airport operations, to the public, to airport staff and stakeholders are of paramount importance to the success of this Project. The Design-Builder will prepare work plans for review and distribution to the Authority and the airport community detailing the work schedule, mitigation of impacts, the locations of barriers, fencing, and signage. Work Plans will illustrate how the Design-Builder will maintain existing operations in a safe and secure manner with no adverse impact to operations and to users and guests of the airport. The Development Agreement, and specifically the Conditions of Approval within the Development Agreement, further describe the requirements for securing the project site, managing the work of the Project, and for preparing the various work plans, truck route plans and overall Construction Management Plan. Further information regarding details required in the Construction Management Plan are captured in the Mitigation Measures of the EIR, Mitigation Measure ADJ PROP FULL-TRANS-6.

Construction Safety and Phasing Plan

The development of phasing plans, work schedules, fencing plans, and other planning activities required for the Replacement Terminal as noted above must all be coordinated with airport operations. The complex environments at the airport in conjunction with the procedures and conditions associated with construction activities can potentially affect operations on the airfield and jeopardize the airport's operational safety. To minimize and even eliminate any adverse impact to operational safety, the Airport Operator must submit a Construction Safety & Phasing Plan (CSPP) in accordance with FAA Advisory Circular 150/5370-2F for FAA approval. Per the requirements of the Advisory Circular, the Airport Operator must formally submit their CSPP for FAA approval as the design is nearing completion; the FAA AC recommends at approximately 80% complete. In conjunction with the CSPP, the Design-Builder shall prepare their Safety Plan Compliance Document (SPCD) detailing how the Design-Builder will comply with the Airport Operator's CSPP. Per the requirements of the FAA AC, The SPCD is required to be submitted for approval prior to the issuance of a Notice to Proceed. The preparation of the CSPP and the SPCD will require a concerted and collaborative effort between Design-Builder and the Authority (the Operator) as both documents are needed to facilitate the construction of the RPT while maintaining safe airfield operations. Specific requirements for preparation and submission of these documents are available in FAA AC 150/5370-2F.

Taxiway A and adjacent Vehicle Service Road: Taxiway A and the adjacent vehicle service road shall remain in operation for the entirety of the construction. As part of the Design-Builder's planning and phasing effort, and in coordination with the required CSPP and SPCD noted above, the Design-Builder shall include phasing plans for the construction and interface of the new RPT apron pavement with the existing Taxiway A. The Design-Builder may consider in their planning, that limited nightly closures of Taxiway A may be available to facilitate required improvements to the taxiway and the connections of the new terminal apron pavement. It is anticipated that nightly closures of the Taxiway and the VSR will be available when properly coordinated and approved by Airport Operations. Design-Builder shall anticipate an approximate 5-hour window to conduct construction operations on and adjacent to Taxiway A. This 5-hour window will commence upon the completion of daily operations and will end at the start of daily flight operations. Taxiway A and the vehicle service road must be fully operational for airfield operations every morning. All planned construction activities, particularly those associated with Taxiway A, shall be fully coordinated with the Authority.

Construction & Alteration Permits (Part 77 Surfaces)

Part 77 Surfaces and Construction & Alteration Permits (FAA Form 7460-1, Notice of Proposed Construction or Alteration): The Design-Builder shall be solely responsible for gaining FAA approval for all construction and alterations associated with the RTP. This shall include new permanent structures such as the terminal, the parking structure, and other ancillary structures as well as temporary obstructions such as cranes, or batch plants that have the potential to impact the navigable airspace at the airport. Federal Regulation Title E22-03 Progressive Design-Build Services

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14 Part 77 establishes standards and notification requirements for objects affecting navigable airspace; the Replacement Terminal Project must comply with the requirements cited by this Federal Regulation. The Federal Aviation Administration website states that notification must be submitted 45 working days prior to construction. The website further recommends a 45-to-60-day advance notification to accommodate the extensive review process and to allow timely issuance of the FAA determination letter. The Design-Builder shall plan and schedule the submission of the required Notices to facilitate timely approvals that support the planned design and construction schedules. The Authority will not be responsible for any delays associated with the preparation, submission, review, and approval of any required Notices of Proposed Construction and Alteration Permits.

Site Occupation and Mobilization

The Authority will provide the Design-Builder access to the undeveloped portion of the project site upon issuance of an NTP. It is the Authority's intent to keep the noted studio rental lot (currently leased by Desmond's Studio Productions), Lot A (the public parking lot noted earlier) and the Employee Lot operational, under its current use, for as long as possible, to the extent that their operation does not impact any activities associated with the construction of the RPT Project. The term of the Authority's lease with Desmond's Studio Productions was recently extended to December 6, 2023. The Authority does retain the right to terminate the lease but requires six months' prior written notice to the Tenant.

Based on the Authority's intent to continue the use of the lots noted above to the maximum intent practical without impacting the development of the RPT Project, the Design-Builder shall identify in their construction management plans and phasing plans their required "need-by" dates to support the Design-Builder's site mobilization plans. Plans shall be prepared and submitted by the Design-Builder in a timely fashion to enable the Authority's effort to issue termination and closure order to tenants and to the public that support the progress of the Project.

Upon mobilization, the Design-Builder shall anticipate co-locating their team with the Authority's Program Management Team.

Further Details Regarding a Project Management Office (PMO) are Pending Final Determination.

General Work Sequence Considerations

Landside Construction Site

The predominance of the RPT Project should be planned as a landside construction project, separated from airfield operations. To accomplish this, the Design-Builder will need to modify portions of the existing perimeter security fence delineating the Airside Operations Area (AOA) to fully segregate the project site as a landside project. To segregate the construction site from the airfield with require the Design-Builder to erect a temporary AOA fence along the entire length of the project's western perimeter. Temporary fencing shall not encroach the Taxiway OFL as established for Group IV ADG and shall not impact the existing Vehicle Service Road along Taxiway A which shall remain operational for the duration of the construction. Although existing installation of a 6-foot fence with triple-strand barbed wire on concrete k-rail barrier are visible around the airport, the proposed details and alignment of any modification to the existing security fencing and any planned temporary fencing are subject to the approval of the airport Aviation Security and Public Safety Department as well as the Transportation and Security Administration. The existing maintenance access gate located at 7711 San Fernando Road (approximate intersection of San Fernando Road / Arvilla Road) shall remain operational throughout the RPT construction.

FAA ATCT Access

FAA staff currently gain access to the BUR ATCT via the signalized intersection at Hollywood Way and Winona Avenue and then by the "FAA Only" traffic lanes located immediately south of the existing public

parking surface lot access roads. Full, unimpeded access to the BUR FAA ATCT shall be maintained and available at all times throughout the RTP construction activities. Construction of the RTP Project requires improvements to this Hollywood Boulevard and Winona Avenue signalized intersection as it becomes the primary access to the new Replacement Terminal. Improvements included a general widening of the intersection to allow for more through lanes and turning lanes. No modifications, detours, or closures at this intersection and to the ATCT access road will be permitted without coordinated approval from the Authority and the FAA. Any unapproved closures or restrictions to the FAA ATCT access may result in financial penalties to the Design-Builder. The Design-Builder shall plan, design, schedule, coordinate and construct the new access road to the BUR ATCT in collaboration with the RPT Project planning, design and construction activities. No FAA ATCT traffic shall be required to mingle with construction equipment at any time during construction of the RPT Project. As an end condition, FAA ATCT traffic may mingle with public traffic though access to the ATCT shall remain as a secured access facility. At any secured ATCT access gate(s), sufficient queue space shall be provided to prevent ATCT traffic queues from backing up into the public circulation to the Replacement Terminal.

Parking Structure Early Occupancy

The parking structure required for the RPT will be constructed in accordance with the Design-Builder's schedule. There are no specific requirements regarding early occupancy of the garage as required by the Authority. An early beneficial use of the garage structure could, however, offer benefits to the project, if the Design-Builder elected to schedule their design and construction activities to allow for an early occupancy. Use of the structure for parking by trade contractors, the owner, commissioning agents, ORAT members, and others, would free the site for final paving, establishing final security perimeters, and other finish and close-out details. If the Design-Builder should choose to proceed with an early beneficial use of the garage, close coordination with the Authority and the Burbank Building Department with regard to documentation of conditions upon early occupancy, occupancy permits, access control and other coordination issues will be required. The Authority understands the potential benefits of an early occupancy of the garage to the overall RPT Project but notes that such as approach will require proper scheduling and close coordination with all authorities having any jurisdictional responsibility for the facility.

Site Readiness and Replacement Passenger Terminal Occupancy

The Design-Builder will coordinate and collaborate with the Authority, airlines, concessions, and governmental agency tenants as necessary to provide access to their respective spaces for fit-out and improvements as required for completion in accordance with occupancy dates to the Replacement Terminal, and other facilities as may be described in the Special Conditions. Site improvements shall be sufficiently complete to permit the necessary access to such improvements within the Terminal, the parking structure, and other facilities.

The Design-Builder shall coordinate the entirety of their work to facilitate a successful move and transition from the existing terminal facilities to the Replacement Terminal facilities. The Design-Builder will not be responsible for this move, but their work and their development of the site must contribute to and support this successful relocation. Site conditions, roadways, perimeter security requirements and other improvements must be sufficiently complete to facilitate the occupancy of the Replacement facilities. The Design-Builder will participate in the planning of this transition with the Authority and designated representatives to achieve this critical milestone.

Construction Hours

Per the Burbank2035 General Plan and BMC Section 9-1-1-105.8, construction shall be limited to the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and from 8:00 am to 5:00 pm on Saturday. No construction is permitted on Sundays or major holidays. At their discretion, the Design-Builder shall coordinate any necessary exceptions to this requirement with the Community Development Director. For any proposed exceptions, Design-Builder shall be prepared to demonstrate their work plans do not

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adversely impact any noise sensitive areas via the preparation of noise studies or by other means as deemed appropriate. It is noted, the airport has typically not encountered any objections from the City while completing construction activities on airport property outside of the BMC limits. Design-Builder shall, however, comply with DA Conditions of Approval regarding work hour limitations pending approval from the City of Burbank for a specific exception.

BUR Clean Vehicle Construction Policy

Construction equipment and vehicles associated with the Replacement Passenger Terminal Project shall comply with the requirements as contained in the Airport's MOU with AQMD regarding air quality improvement planning to reduce air emissions. The specific requirements of the Authority are described in the BUR Clean Construction Policy. The BUR Clean Construction Policy provides specific requirements for the reduction of emissions by use of construction vehicles that comply with Tier 4 (final) emission standards for off-road diesel-powered equipment and on-road diesel-powered trucks that comply with USEPA 2010 emission standards for PM10 and NOx. In addition to the specific equipment requirements, the Design-Builder shall prepare a Clean Construction Plan for submission to the Authority for review prior to the commencement of any field work. The Clean Construction Plan will outline how the Design-Builder will comply with, implement, and monitor their compliance with the BUR Clean Construction Policy. The BUR Clean Construction Policy is included as Attachment E for reference.

Design-Builder Parking

The Design-Builder shall plan and manage the use of the Project Site to accommodate all employee and trade parking. No construction employees or equipment shall be permitted to park on residential streets or at nearby businesses. If sufficient parking is not available at the site, the Design-Builder shall undertake the arrangements necessary to locate a designated off-site facility for trade parking. Design-Builder shall also arrange for any transportation to the site that may be required. Outside of the RPT Site, the Authority has no vacant lots or other large vacant areas designated for parking by RPT staff and trade contractor.

Site Stormwater and Drainage Requirements

Replacement Terminal Project site construction activities are subject to numerous stormwater requirements per the General Permit for Storm Water Discharges, provisions of the NPDES MS4 permit as adopted by the Los Angeles Regional Water Quality Control Board, and existing site conditions which limit discharges to existing drainage channels. Ultimately, the Design-Builder is responsible for properly maintaining the site stormwater and drainage requirements during construction and for incorporating the Best Management Practices into all construction activities while also implementing the appropriate BMPs into the RTP design as required by applicable permitting and regulatory agencies. All aspects of maintaining the necessary site drainage requirements to facilitate construction of the RTP and to comply with the applicable stormwater requirements shall be implemented by the Design-Builder.

Project and Site Logistics

Site Logistics Plan

The Contractor will prepare a Site Logistics Plan as referenced in the Project Requirements/Special Conditions of the Contract for review and approval by the Authority. Plan shall describe the work hours, parking, equipment and material staging, access for equipment and material deliveries, enabling and early works, detailed phasing, and the general sequence of work.

Haul Routes

The Contractor shall secure approval of designated haul routes for deliveries and debris removal that will avoid residential and congested streets, and sensitive receptor areas to minimize impacts to the surrounding communities.

Laydown, Stockpiles, and Parking

The airport has no designated Contractor parking on the airport for construction personnel other than the project site. The Design-Builder is solely responsible for managing the project site to safely accommodate all site construction activities to include laydown, stockpiles, trade job-site trailers, parking requirements, etc. Any additional space requirements for project related activities shall be the responsibility of the Design-Builder and shall be detailed in submitted staging and laydown plans. The Environmental Impact Report identified several strategies for mitigating construction traffic impacts in the area for consideration. Limited parking for employees situated in the PMO will be provided at the PMO.

Construction staging areas, vehicle parking and storage trailers will be located within the project's limits and shall be properly screened to buffer views of construction equipment and materials (DA Conditions of Approval #15).

Sanitary facilities shall be of sufficient quantities to comply applicable OSHA standards. Facilities will be located out of public view and shall be properly maintained throughout the duration of the Project.

Site Access

Design-Builder shall access the site through the Hollywood Way and Winona intersection or via Cohasset Street at the north end of the Project Site. The use of Cohasset Street as a delivery or haul route may not, however, be permissible per City Guidelines. Design-Builder shall coordinate with the City for the use of Cohasset Street and shall document such potential use in their submitted construction "truck route plan" per the Conditions of Approval as included in the Development Agreement.

Areas beyond the Project site shall not be disturbed. Existing improvements surrounding the Project shall be protected from damage. Surrounding streets and roadways, driveways, walkways, entrances and other improvements leading to the site, but beyond the Project limits, shall remain clear, accessible and without restriction by Design-Builder activities.

In addition to the on-site road work required to provide site access during construction, and the final construction of the Terminal Access Roadways, the Design-Builder may be responsible for three public street improvements as required by Burbank's Transportation Planning Division and contained within the Development Agreement. These intersections are included within the Owner's Allowance budget. The Design-Builder is not required to propose any costs associated with these improvements in its proposal. Additional costs to implement these will be authorized via task orders. These three improvements are specifically required with the development of the Northeast Quadrant for the RPT Project. As the status of these three improvements are in various stages of compliance with the requirements of the Development Agreement, the Design-Builder shall coordinate with the City's Transportation Planning Division during the design and implementation of these improvements. Briefly described, the three public street improvements include:

- ➔ Widening of the southbound connector road between San Fernando Blvd and Hollywood Way to provide signalized second right turn lane from San Fernando Blvd to Hollywood Way. Specific requirements provided in DA Condition of Approval #42.
- ➔ Signalizing the intersection of San Fernando Blvd. and Cohasset Street. The improvement shall also restripe the eastbound approach to provide on left and right turn lane. Specific requirements provided in DA Condition of Approval #43.

Construction of a third northbound travel lane on Hollywood Way between just south of Thornton Avenue and just north of Cohasset Street. Work also includes widening the intersection of Hollywood Way and Winona Avenue to provide a second northbound left turn lane to provide a configuration of the northbound approach of the Hollywood way / Winona Ave intersection would be 2 left turn lanes, 2 through lanes and 1 shared through-right lane. Additional work includes widening the eastbound approach to provide 2 left turn

lanes, 1 through-right lane, and one right turn lane. Specific requirements provided in DA Condition of Approval #44.

Infrastructure Maintenance, Shutdowns and Detours

Utilities

Design-Builder shall coordinate with local Burbank Water and Power representatives, and other entities such as the fire department, for connections as required for temporary utility services. Other than the utility connections already provided to the Project Management Office, the Design-Builder is responsible for establishing all utility connections for temporary construction use and for permanent utility connections as required by the Project. Utility connections required for temporary facilities such as construction trailers, trade contractor trailers, storage and laydown sites shall be coordinated by the Design-Builder with the appropriate authorities and installed and maintained by the Design-Builder. As required for construction, Design-Builder shall provide and maintain: 1) Temporary sewers and drainage, 2) temporary water service, 3) temporary sanitary facilities, 4) temporary heating and cooling, 5) temporary ventilation and humidity control, 6) temporary electrical service, 7) temporary lighting, 8) other utilities as necessary. All temporary installations shall be removed upon completion of the work. Utilities are generally located adjacent to the project site. Requirements for the RPT Project's permanent utilities are addressed in **Section 4** of this PDM.

Shutdowns

The Design-Builder will prepare a Work Plan for each change in traffic pattern, scheduled utility outage for connections or relocations, and any activity that may disrupt airport, stakeholder, or community use of existing improvements. The Work Plan will include a pre-activity meeting, a Task Hazard Analysis, required signage and barricades as appropriate, and the work schedule. Work Plans will be submitted to the Authority for review with affected parties, in advance of required activities prior to approving the work to proceed.

END OF PHASING & LOGISTICS

Section 7: Conditions of Approval: Responsibility Matrix

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
Planning Division				
1	The Authority shall comply with all mitigation measures identified in the Final Environmental Impact Report (State Clearinghouse No. 2015121095) and the mitigation monitoring program adopted by the Airport Authority on July 11, 2016. The Replacement Terminal Project shall be consistent with the project description in the June, 2016 Final EIR, including all project design features. Those mitigation measures and project design features are incorporated herein by reference.	X	X	Reference Final EIR
2	Authority shall comply with the design review process set forth in Section 4.7 for the Replacement Terminal and parking garages.	X	X	Design Charette Meetings complete, see Final Charette Design Deliverable. Design Builder responsible to hold a series of Community Meeting demonstrating final design is developed in accordance with Community Input provided during Design Charette Meetings as described in Final Design Charette Report. See details regarding specific requirements in DOCUMENT/SECTION
3	Authority shall comply with the requirements for public art as contained in BMC Section10-1-1114 for all applicable structures on the Property.	X	X	Design Builder is responsible for coordinating design and construction to accommodate art installations to be provided by artists selected and paid by Authority.
3a	Authority shall comply with the requirements dealing with signs as contained in BMC Title 10, Division 4, Article 10.	X		
4	Prior to issuance of any building permit(s), Authority shall comply with Landscaping standards set forth in BMC 10-1-1418 except that tree shading provisions in subsection Cand D may be suspended by the Community Development Director if height limitation preclude tree species that provide adequate shade.	X		
5	All landscaped areas shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.	X	X	Design-Builder's responsibility through warranty period then transfers to Authority.
6	A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division or authorized designee.	X		
7	Prior to issuance of any building permits, the project plans shall comply with the applicable provisions of Sections 10-1-1419 A - Design Standards (in addition to those set forth in Section 4.7 of the Agreement) and subsection B - Setbacks (Parking Structures) and Section 10-1-2304 (Transportation Demand and Trip Reduction Measures) except that enforcement of the section shall be through default of the Agreement in-lieu of withholding certificate of occupancy in accordance with Section 10-1-2306. All parking structures shall be arranged to prevent glare or direct illumination on adjoining properties and streets (BMC 10-1-1420 (2)).	X		
8	Authority shall provide off-street loading area(s) for the project, including the number of spaces (or equivalent area), dimensions, paving, striping, location, and access, as required by BMC Sections 10-1-1501 to 10-1-1503 (Off-Street Loading Standards).	X		
9	Plans submitted by Authority with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. And such materials must be consistent with final design that the Authority develops through the Design Review Process contained in Exhibit __, herein.	X		
10	Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs. All exterior lighting, fixtures, and sconces (e.g., private streets, surface parking lots, parking structures, pedestrian walkways, service roads, plazas and exterior building lighting, etc.) shall be full-cutoff and/or fully-shielded designs, to prevent light pollution and excessive glare spillover. "Full-cutoff" is defined as not allowing light to be emitted above the fixture (at or above a 90-degree angle). "Fully shielded" is defined as a fixture constructed and installed in such a manner that all light emitted by it is projected below the horizontal. Unshielded wall packs and floodlights, or exposed lenses and light sources, shall be prohibited.	X		
11	Prior to issuance of any building permits, Authority shall submit exterior lighting plans and/or photometric plans that include the following information:			
	a An electrical engineer shall prepare the site lighting and photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without	X		
	b Design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed	X		
	c Type and number of luminaire equipment (fixtures), including the "cut off characteristics", indicating manufacturer and model number(s).	X		
	d Lamp source type (bulb type, i.e., LED or alternative), lumen output, and wattage.	X		
	e Mounting height with distance noted to the nearest property line for each luminaire.	X		
	f Types of timing devices used to control the hours set for illumination, as well as the proposed hours when each fixture will be operated.	X		
	g Total Lumens for each fixture, and total square footage of areas to be illuminated. For all plans of more than three fixtures: A Calculation Summary indicating footcandle levels on the lighting plan, noting the maximum, average and minimum, as well as the uniformity ratio of maximum to minimum, and average to minimum levels.	X		
	h Lighting manufacturer-supplied specifications ("cut sheets") that include photographs of the fixtures, indicating the certified "cut off characteristics" of the fixture.	X		
	i Footcandle Distribution, plotting the light levels in footcandles on the ground, at the designated mounting heights for the proposed fixtures. Maximum illuminance levels should be expressed in footcandle measurements on a grid of the site showing footcandle readings in every five or ten-foot square. The grid shall include light contributions from all sources (i.e. pole mounted, wall mounted, sign, and street lights.) Show footcandle renderings five feet beyond the property lines.	X		
	j Demonstrate that light standards will not conflict with tree locations. Authority shall submit a plan showing both the lighting and landscape on the same sheet.	X		
k A statement from a lighting professional that a plan, other than that set forth, is needed to meet the intent of these standards.	X			
12	Authority shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public and private streets. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Roof vents shall be shown on construction drawings and painted to match roof material color.	X		
13	For any exterior utility meter panels, Authority shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible.	X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
14	Authority shall arrange for materials collection during construction, demolition, and occupancy with the City's Street & Solid Waste Division (Public Works Department), or Authority shall arrange for self-hauling to an authorized facility.	X		
15	Construction equipment staging areas shall use appropriate screening (i.e., temporary fencing with opaque material) to buffer views of construction equipment and material, when feasible. Staging locations shall be indicated on Final Development Plans and Grading Plans.	X		
16	Prior to issuance of any Grading Permit, the Grading Plan, Building Plans, and specifications shall stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures would reduce short-term fugitive dust impacts on nearby sensitive receptors:			
	a	All active portions of the construction site shall be watered (by recycled water to the extent available) every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust;	X	
	b	Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance;	X	
	c	Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied;	X	
	d	All grading and excavation operations shall be suspended when wind speeds exceed 25 miles per hour;	X	
	e	Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area;	X	
	f	Gravel bed track out aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt track out from	X	
	g	On-site vehicle speed shall be limited to 15 miles per hour;	X	
	h	All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;	X	
	i	Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible;	X	
	j	All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site;	X	
	k	Reroute construction trucks away from congested streets or sensitive receptor areas;	X	
	l	Track-out devices shall be used at all construction site access points; and	X	
	m	All delivery truck tires shall be watered down and/or scraped down prior to departing the job site.	X	
Cultural Resources				
17	If evidence of subsurface archaeological resources is found during construction, excavation and other construction activity in that area shall cease and the construction contractor shall retain an archaeologist certified by the County of Los Angeles to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If warranted, the archaeologist shall collect the resource and prepare a technical report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.	X		
18	If evidence of subsurface paleontological resources is found during construction, excavation and other construction activity in that area shall cease and the construction contractor shall retain a paleontologist certified by the County of Los Angeles to evaluate the find. If warranted, the paleontologist shall prepare and complete a standard Paleontological Resources Mitigation Program for the salvage and curation of identified resources.	X		
Geology & Soils				
19	Prior to issuance of any grading permit, the project applicant shall prepare a Preliminary Soils/Geotechnical Engineering Report (incorporated by reference into this condition) for review and approval by the City's Engineer. The Final Soils Geotechnical Engineering Report shall be prepared by a registered civil engineer and demonstrate compliance with the recommendations identified in the Preliminary Soils/Geotechnical Engineering Report, and any additional recommendations identified by the City's Engineer.	X		
20	Prior to issuance of any grading permit, the Grading Plan shall incorporate all engineering recommendations contained within the Final Soils/Geotechnical Engineering Report for the proposed project during project site design and construction, in order to reduce any potential soil and geotechnical hazards at the project site. These recommendations shall be stipulated in the construction contracts and specifications.	X		
Greenhouse Gases				
21	The proposed project shall include, but not be limited to, the following list of potential design features. These features shall be incorporated into the project design to ensure consistency with adopted statewide plans and programs. The project applicant shall demonstrate the incorporation of project design features prior to the issuance of building or occupancy permits, as noted below:			
	a.	Participate in the City's Transportation Management Organization (TMO) to reduce vehicle miles traveled (VMT) upon occupancy.		X
	b.	Implement a trip reduction program, for which all employees shall be eligible to participate upon occupancy.		X
	c.	Provide transit subsidies that would be available for all employees to use Metrolink upon occupancy.		X
	d.	Design buildings to be energy efficient, 15 percent above the current California (2008) Title 24 requirements	X	
	e.	Install water-efficient irrigation systems.	X	
	f.	Comply with Burbank Municipal Code Section 8-2-304, Sustainable Water Use Stages (prior to building permit).	X	
	g.	Install water-efficient fixtures (e.g., faucets, toilets, showers) .	X	
	h.	Provide interior and exterior storage areas for recyclables and adequate recycling containers located in public areas once occupied.	X	
	i.	Authority shall give notice to all tenants and licensees of the requirements in subsections a-c above.		X
Hazardous Materials				
22	Prior to demolition of building materials, a Certified Environmental Professional shall confirm the presence or absence of Asbestos-Containing Materials (ACMs). Abatement of asbestos shall be completed before any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403.	X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
23	Prior to demolition activities and issuance of any demolition permits, procedures shall be established, whereby all utility personnel and contractors who may be conducting work within the buildings shall be informed, prior to initiating work, as to the presence of ACMs, their location, type, and conditions.	X		
24	If paint is separated from building materials, chemically or physically, during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified Environmental Professional. If lead-based paint is found, abatement shall be completed by a qualified Lead Specialist before any activities that would create lead dust or fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City's Building Department.	X		
25	Prior to site improvements and issuance of any site improvement permits, a Soil Management Plan (SMP) shall be prepared by an environmental consultant with Phase II/site characterization experience, and provided to the Construction Managers and Project Managers to inform them of known historical activities with potential for contamination at the project site, including the known presence of soils with petroleum hydrocarbons and fuel-related VOCs. The SMP shall include information and guidance on potential environmental concerns that may be encountered during disturbance of soils at the project site. The SMP shall provide guidance on when it may be appropriate to have an environmental professional on-site as well as a decision matrix for identifying and dealing with suspect soils. The SMP shall also provide specific procedures and protocols for certifying soils as clean prior to importing them to the site, as needed.	X		
26	Prior to the removal of any underground storage tanks (if any) (USTs), dispenser, clarifier, and sump, the project applicant shall obtain appropriate permits from the Burbank Fire Department. An environmental consultant with Phase II/site characterization experience shall conduct sampling in order to confirm whether or not contaminated soils occur. Should any contamination above regulatory thresholds be identified, the environmental consultant shall recommend remedial activities appropriate for the proposed development, in consultation with the Burbank Fire Department and/or other applicable regulatory agencies.	X		
27	Any contaminated soils stockpiled at the site shall be stored in such a manner that underlying soils are not cross-contaminated. This could be accomplished by the use of heavy-duty plastic sheeting placed under and on top of the stockpiled materials, or other suitable methods. The management, treatment, or disposal of such material shall comply with all federal, state, and local regulations related to hazardous waste.	X		
28	All stockpiled contaminated materials shall be protected in order to prevent material from being washed into storm drains. This could be accomplished by the use of sand bags around material, heavy-duty plastic sheeting placed on top of smaller stockpiles of materials, or other suitable methods.	X		
29	Grading and demolition contractors shall be required by construction specifications to secure approval of haul routes to export or otherwise transport off-site excavated materials prior to commencement of such activity, pursuant to Burbank Municipal Code Title 7.	X		
30	Prior to issuance of a grading permit or Industrial Waste Discharge Permit for activities involving construction dewatering, evidence shall be provided to the City of Burbank Building Division and/or the Public Works Department, as appropriate, that a valid National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit is in place. The National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit shall include provisions for evaluating the groundwater for potential contamination and, if necessary, the need for treatment of dewatering discharge.	X		
31	The Airport Authority shall implement a soil import procedure to evaluate imported soils, satisfactory to the Regional Water Quality Control Board. The procedure shall include investigation of historical uses at the borrow site, soil sampling and analysis of soil prior to excavation and hauling to the airport property, and comparison of detected concentrations of any chemicals found in soil with appropriate health-based screening levels. Only soils that pass the screening shall be imported to the project site and used as fill.	X		
32	Cal/OSHA worker safety requirements provide for air monitoring during subsurface excavation activities including borings, grading, and trenching (on-site and off-site) to check for unsafe levels of hexavalent chromium, TCE, PCE, and other VOCs, carbon monoxide, etc. Should unsafe levels occur, appropriate safety measures shall be implemented, as required.	X		
33	Prior to the issuance of any building or engineering permit(s), the Airport Authority shall demonstrate to the satisfaction of the Directors of Public Works and Community Development that remedial actions, in accordance with adopted State standards, have been implemented on-site and/or that new buildings shall include all necessary engineering controls (e.g., vapor barriers, passive or active ventilation system, on-going monitoring, etc.).	X		
Hydrology & Water Quality				
34	Prior to Grading Permit issuance and as part of the project's compliance with the NPDES requirements, a Notice of Intent (NOI) shall be prepared and submitted to the State Water Resources Quality Control Board (SWRCB), providing notification and intent to comply with the State of California General Permit	X		
35	The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (SWPPP) (to be applied for during the Grading Plan process) and the NPDES Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ, including implementation of all recommended Best Management Practices (BMPs), as approved by the State Water Resources Quality Control Board (SWRCB).	X		
36	Upon completion of project construction, the project applicant shall submit a Notice of Termination (NOT) to the State Water Resources Quality Control Board (SWRCB) to indicate that construction is completed.	X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:	
		Design-Builder	Authority		
37	Project plans shall identify a suite of storm water quality BMPs that are designed to address the most likely sources of storm water pollutants resulting from operation of the proposed project, consistent with the Standard Urban Stormwater Management Plan (SUSMP). Pollutant sources to be addressed by these BMPs include, but are not necessarily limited to, parking lots, landscaped areas, trash storage locations, and storm drain inlets. The design and location of these BMPs will be subject to review and comment by the City but shall generally adhere to the standards associated with the Phase II NPDES storm water permit program. Implementation of these BMPs shall be assured by the Authority prior to the issuance of Grading or Building Permits.		X		Authority will be responsible for maintaining BMPs after the warranty period as described in the SUSMP.
Noise					
38	Authority shall show proof of the following before grading permit issuance:				
	a.	Construction contracts specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state required noise attenuation devices.	X	X	Must include reference to Authority's Clean Construction Requirements, and mandate all DB subcontractors comply. Additionally need to include entire text of MOU with SCAQMD as some commitments impact RPT.
	b.	A sign, legible at a distance of 50 feet shall also be posted at the project construction site that contains a contact name and a telephone number where residents can inquire about the construction process and register complaints.	X		Design Builder responsible for both sign and telephone number. Any inquiries or complaints shall be communicated to the Authority by Design Builder. See DOCUMENT/SECTION for more details
	c.	The Project Authority shall provide a qualified “Noise Disturbance Coordinator.” The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall notify the City within 24 hours of the complaint and determine the cause of the noise complaint (e.g., starting too early, malfunctioning muffler, etc.) and shall implement reasonable measures to resolve the complaint, as deemed acceptable by the Burbank Planning and Transportation Division. All signs posted at the construction site shall include the contact name and the telephone number for the Noise Disturbance Coordinator. Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, convalescent homes, etc.), to the extent feasible, and shall be identified and approved by Building Official before grading permit issuance. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from any sensitive noise receivers.	X		Design Builder responsible for providing Noise Disturbance Coordinator" See DOCUMENT/SECTION for more details
	d.	Per the Burbank2035 General Plan and BMC Section 9-1-1-105.8, construction (which includes alterations, movement, enlargement, repair, equipment ,maintenance , removal and demolition work regulated by the Building Code) shall be limited to the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturday. No construction is permitted on Sundays or major holidays. Exceptions: Where work must be performed in an emergency situation, and the Community Development Director may grant exceptions wherever there are practical difficulties involved in carrying out the provisions of this condition or other specific onsite activity warrants unique consideration.	X		Design Builder responsible for requesting any modifications to the construction hours.
39	Neighborhood monitoring of construction activities. Authority shall provide information about all grading, demolition, and construction activities on its website and shall provide periodic updates at the City Council meetings. A twenty four hour contact number shall be provided for any input from the public. Notices shall be published in the Leader, and provided by mail to an area within 1,000 feet of the boundaries of the Airport regularly after aforementioned activities begin., and until completion.		X		
40	Additional notice shall be provided to all sensitive receptors identified on Air Dispersion Maps before any activity that exceeds certain air quality standards. The notices shall occur prior to and at least 24 business hours before the potential exposure of significant air quality impacts occurs. This requirement shall continue until the completion of the project.		X		
Transportation Planning Division					
41	The Authority shall construct the terminal access roads for all terminal alternatives to allow all airport shuttles, Metro buses, and Burbank Bus vehicles to access the terminal at no cost to public transit operators. Adequate transit-only bypass lanes shall be provided to allow all transit vehicles to have dedicated bus stop locations for passenger boarding and alighting. These bypass lanes shall be constructed so that they allow vehicles to bypass vehicle traffic congestion caused by passenger car pickup and drop-off activity in front of the terminal, and shall be of a length sufficient enough to allow transit vehicles to bypass vehicle queuing caused by congestion at the terminal entrance corresponding to the peak travel day of the airport. The Authority shall provide a dedicated passenger boarding and alighting area for all transit vehicles in front of the main terminal entrance, and this area shall be improved with lighting, shelters, transit information, and other transit passenger amenities.		X		
42	If the Authority constructs the Adjacent Property Terminal Option, the Authority shall widen the southbound connector road between San Fernando Boulevard and Hollywood Way located on the southwest corner of this grade separated intersection to provide a second right turn lane from San Fernando Boulevard to Hollywood Way, and shall signalize the intersection. This signalized intersection shall be connected to the City’s Citywide Signal Control System (CSCS) via fiber optic connection and shall be coordinated with adjacent traffic signals on Hollywood Way.		X		These conditions were drafted at least 6 years ago and changes made to the roadways and intersections since these were drafted may warrant some adjustments to what Burbank PW requires.

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix			Responsibility		Notes:
			Design-Builder	Authority	
43	If the Authority constructs the Adjacent Property Terminal Option, the Authority shall signalize the intersection of San Fernando Boulevard and Cohasset Street. The signal shall be connected to the City's Citywide Signal Control System (CSCS) via fiber optic connection and shall be coordinated with nearby signals at Hollywood Way and San Fernando Boulevard. In addition, the Authority shall restripe the eastbound approach to provide one left and right turn lane.		X		These conditions were drafted at least 6 years ago and changes made to the roadways and intersections since these were drafted may warrant some adjustments to what Burbank PW requires.
44	If the Authority constructs the Adjacent Property Terminal Option, the Authority shall construct a third northbound travel lane on Hollywood Way between just south of Thornton Avenue and just north of Cohasset Street. Providing the third lane requires restriping the street between just south of Thornton Avenue and Cohasset Street. It also requires a minor street widening within City right-of-way on the east side of Hollywood Way between Thornton Avenue and Burton Way. Authority shall also widen the intersection of Hollywood Way and Winona Avenue to provide a second northbound left turn lane. The ultimate configuration of the northbound approach of the Hollywood Way / Winona Ave intersection would therefore be 2 left turn lanes, 2 through lanes, and 1 shared through-right lane. In addition, widen the eastbound approach to provide 2 left turn lanes, 1 through-right lane, and one right turn lane. This intersection improvement would require widening the west side of Hollywood Way on Airport Authority property by up to 13 feet between 250 feet north of the Runway 8-26 centerline and just north of Winona Avenue (to the northern Airport Authority parcel boundary). To remain consistent with the City's Complete Streets General Plan policies, the existing bicycle lanes on Hollywood Way would be upgraded to Class IV "buffered bicycle lanes" (with a 2-foot painted buffer) along Airport property from Thornton Avenue to just north of Winona Avenue. To carry the buffered lanes to Thornton Ave, a 2-foot sidewalk easement on the west side of Hollywood Way from 250 feet south of the Runway 8-26 centerline to Thornton Avenue is required, as well as a 2 foot widening within city right of way on the west side of Hollywood Way between Thornton Avenue and Burton Way.		X		These conditions were drafted at least 6 years ago and changes made to the roadways and intersections since these were drafted may warrant some adjustments to what Burbank PW requires.
45	If the Authority constructs the Southwest Quadrant Terminal Option, the Authority shall signalize the intersection of the new main terminal entrance road and Empire Avenue. The signal shall be connected to the City's Citywide Signal Control System (CSCS) via fiber optic connection and shall be coordinated with nearby signals at Old Airport Terminal Entrance Road and Hollywood Way. In addition, the Authority shall restripe the eastbound approach to provide one left one through lane, and should widen and/or restripe the westbound approach to provide two through and one dedicated right turn lane. A westbound dedicated right turn lane on Empire into the terminal shall be provided.		NA	NA	Associated with Southwest Quadrant Option
46	If the Authority constructs the Southwest Quadrant Terminal Option, the Authority shall widen Empire Avenue up to 54 feet within a right of way of 60 feet to provide two lanes in each direction plus center turn lane between Clybourn Avenue and the Old Airport Terminal Entrance. In addition, the Authority shall provide a sidewalk within the existing right of way. City understands and agrees that this reconfiguration of Empire Avenue may need FAA approval for it to be effective.		NA	NA	Associated with Southwest Quadrant Option
47	The Authority shall provide a dedicated passenger shuttle system -- having a minimum frequency of 10 minutes during peak hours and 20 minutes during non-peak hours -- between the main airport terminal entrance and the Airport RITC, which includes the Burbank Airport Metrolink Station. The Authority shall provide dedicated passenger shuttle to the future Hollywood Way Metrolink Station.			X	Design-Builder to account for this shuttle trip frequency during design development.
48	Intentionally Reserved.				
49	The Authority shall collaborate with Metro or other transit providers to accommodate any future extension of the Metro Orange Line, Metro Red Line, or other regional transit facility, to provide a direct regional transit connection to either the Adjacent or Full-Size Southwest Quadrant alternatives.			X	
50	If the Authority constructs the Adjacent Property Terminal Option, the Authority shall construct a lighted pedestrian path at least 10 feet in width from the main airport terminal entrance at Hollywood Way to the airport terminal, and from the secondary entrance at Cohasset Street to the airport terminal, using the most direct path of travel possible to connect the airport entrances to the terminal. If the Authority constructs the Full Size Southwest Quadrant Terminal Option, the Authority shall construct a lighted pedestrian path at least 10 feet in width from the main airport terminal entrance at Empire Avenue to the airport terminal entrance.		X		
51	<i>If the Authority constructs the Adjacent Property Terminal Option and a private commercial development is approved on land abutting the Adjacent Property (on the former B-6 property), the Airport shall, if requested by the City of Burbank or the developer of the B-6 site, connect the proposed development to the airport circulation system to provide a direct connection for pedestrians, bicyclists, and transit vehicles to the main terminal entrance. This connection shall be provided at a point located along an imaginary extension of the center line of Tulare Street extended westward from Hollywood Way to the point where the extension of the center line intercepts the Authority's property.</i>		X	X	<i>Tulare Connection, per condition of approval to be provided if requested by City. Based on built Avion development confirm if still required.</i>
52	Authority shall install a bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees working at the terminal are likely to see it. Information in the area shall include, but is not limited to, the following:		X		Bulletin Board/Display Case to be provided by Design-Builder. Content for display by Authority.
	a.	Current maps, routes and schedules for public transit routes serving the site.		X	
	b.	Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators.		X	
	c.	Ridesharing promotional material supplied by commuter-oriented organizations.		X	
	d.	Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information.		X	
	e.	A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.		X	
53	Authority shall install and maintain a total of fifty (50) bicycle racks or other secure bicycle parking as follows. Ten (10) bicycle spots at the Valet Center for the new terminal parking and forty (40) spaces near the new employee parking structure. A bicycle parking facility may also be a fully enclosed space or locker accessible only to the owner or operator of the bicycle, which protects the bike from inclement weather.		X		Installation by Design-Builder, maintenance by Authority after warranty period.
54	Authority shall provide a safe and convenient zone in which employee vanpool and carpool vehicles may deliver or board their passengers.		X	X	
55	Authority shall construct private sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the		X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
56	Authority shall construct safe and convenient access from the external circulation system to bicycle parking facilities on-site.	X		
56.1	Authority shall prepare a traffic master plan to the satisfaction of the Assistant Community Development Director-Transportation, that addresses internal traffic circulation at the Airport as it will be during construction and as it will be upon completion of the planned improvements.	X		
Building Division				
57	The project shall comply with the edition of the California Building Code series in effect at the time of submittal to Plan Check Review. This includes the Building Code (CBC) the, California Electrical Code, California Mechanical Code, California Plumbing Code, Building Energy Efficiency Standards (Energy Code), California Green Building Standards Code, and Title 9, Chapter 1, of the Burbank Municipal Code, as any of these are amended by the City.	X		
58	The property shall comply with accessibility requirements as stated in California Building Code (CBC) Chapter 11.	X		
59	Building and Planning divisions are accepting submittals to the ProjectDox electronic plan check program. For more information about submitting plans online, please contact the Building Division at 818-238-5241.	X		
60	The project must comply with SUSMP requirements of the National Pollutant Discharge Elimination System (NPDES) and local requirements as stated in the Burbank Municipal Code.	X		
61	A survey by a licensed surveyor will be required to verify location of foundations in relation to the setbacks prior to the first pour of the Replacement Terminal.	X		
62	A Waste Management Plan shall be submitted with construction documents. The plan should indicate how a minimum of 50 percent of construction debris is being recycled or diverted from the landfill. A non-refundable administrative fee and refundable deposit will be collected prior to permit issuance. The deposit can be refunded upon proof of recycling submitted to Building Division within 60 days of permit final.	X		
63	The California Division of Mines and Geology Active Fault Near-Source Zones Map for Burbank indicates that the city is within 2km to 5km of the Verdugo and Hollywood Faults. Structural design must address the impact of the Near-Fault Zones. A soils report shall be required prior to approval or issuance of a building permit.	X		
64	Screening shall be required for all equipment located in front and side yards. The screening shall include the electrical panels, A/C compressor units, HVAC, gas meters, transformers and antennas.	X		
65	The project shall comply with State's Model Water Efficient Landscape Ordinance (MWELO).	X		
Fire Department				
66	Authority shall comply with all conditions of NFPA 415, the approved American National Standard for Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways.	X		
67	Authority shall provide construction site security by means of a six-foot high fence maintained around the entire site or a qualified fireguard when required by the Fire Code Official.	X		
68	Authority shall provide an automatic fire sprinkler system in accordance with the Burbank Municipal Code.	X		
69	Authority shall provide electrical supervision (""(monitoring service)"" for all valves controlling the water supply and for all fire sprinkler system water flow switches controlling 20 or more sprinklers.	X		
70	Authority shall provide a fire alarm system to notify all occupants of automatic fire sprinkler water flow.	X		
71	Authority shall provide a Knox key box for fire department access.	X		
72	Authority shall provide a Knox KS-2 key access switch for security gates.	X		
73	Authority shall provide address numbers a minimum of six inches high for all occupancies with three-quarter (3/4)-inch stroke to identify the premises. Numbers shall be plainly visible from the street or road fronting the property and from the alley or rear access way to the property.	X		
74	Authority shall provide 2A10BC fire extinguishers and shall be located as directed by the Fire Code Official in the field. All portable fire extinguishers shall be installed on a positive latching bracket or within an enclosed cabinet.	X		
75	Exit doors shall be openable from the inside without the use of a key or any special knowledge or effort. All locking devices shall be of an approved type.	X		
76	Authority shall provide a fire alarm system.	X		
77	Fire apparatus access roads shall be provided in accordance with the California Fire Code, for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction when any portion of the facility or any portion of an exterior wall of the first story of the building is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility. More than one fire apparatus road shall be provided when it is determined by the chief that access by a single road might be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.	X		
78	Plans for fire apparatus access road shall be submitted to the fire department for review and approval prior to construction.	X		
79	Plans and specifications for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.	X		
80	When fire protection, including fire apparatus access roads and water supplies for fire protection, is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.	X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
81	Approved signs or other approved notices shall be provided and maintained, at the expense of the person(s) in possession of the property, for fire apparatus access roads to identify such roads and prohibit the obstruction thereof or both.	X		
82	An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 150 feet from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Chief.	X		
83	All exits, fire department access and fire protection shall be maintained in accordance with the California Fire Code during construction.	X		
84	Any fire hydrants for development shall be upgraded with a 4" X 2-2 ½" outlets. Contact the Water Division at (818) 238-3500 for specifications on the type fire hydrants to be provided.	X		
85	Except as otherwise provided, no person shall maintain, own, erect, or construct. any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for City emergency service workers, including but not limited to firefighters and police officers. Buildings and structures which cannot meet the required adequate radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC type accepted bi-directional UHF amplifiers as needed. Further information and guidance can be obtained by contacting the City of Burbank Radio Communications shop at (818) 238-3601.	X		
86	For parking garages provided with a ventilation system in accordance with the California Building Code "Interior Environment" a remote over-ride switch shall be provided for Fire Department use as assistance for smoke removal. The switch shall be located and clearly marked in a readily accessible location as directed by the Fire Department	X		
87	The occupancy shall be approved and limited to the number of occupants noted on the plan submitted for review.	X		
88	Provide and maintain an approved occupant load sign in a conspicuous location near the main exit from the room.	X		
89	Any business, except as provided in subdivisions (b) and (c) of Health & Safety Code Section 25503.5, that handles a material or mixture containing a hazardous material that has a quantity at one time during the reporting year equal to, or greater than, a total weight of 500 pounds, or a total volume of 55 gallons, or 200 cubic feet at standard temperature and pressure for compressed gas, shall establish and implement a business plan for emergency response to a release or threaten release of a hazardous material in accordance with the standards prescribed in the regulations adopted pursuant to Section 25503 of the California Health & Safety Code.	X		
90	Assembly Bill (AB) 2286 (Feuer, PDF) was signed by Governor Arnold Schwarzenegger, chaptered on September 29, 2008 and went into effect January 1, 2009. The law requires all regulated businesses and all regulated local government agencies, called Unified Program Agencies (UPA), to use the Internet to file required Unified Program information previously filed by paper forms. This includes facility data regarding hazardous material regulatory activities, chemical inventories, underground and aboveground storage tanks, and hazardous waste generation. It also includes UPA data such as inspections and enforcement actions. All businesses must submit Unified Program-related reporting information to either the statewide electronic reporting system (CERS, California Environmental Reporting System), or if provided by the facility's CUPA, businesses can opt to use the CUPA's local reporting web portal. For more information about CERS and Unified Program electronic reporting requirements, please go to CERS Central web site at http://cers.calepa.ca.gov/ See more at: http://www.calepa.ca.gov/cupa/ereporting/#sthash.7G6K1PcM.dpuf	X	X	
91	Plans shall be submitted for review and approval by the Fire Department with each application for a permit to store more than 5,000 gallons of liquids outside of buildings in drums or tanks. The plans shall indicate the method of storage, quantities to be stored, distances from buildings and property lines, access ways, fire protection facilities, and provisions for spill control and secondary containment.	X		
92	Businesses that handle materials or mixtures containing hazardous materials that do not exceed the 500 pounds or a total volume of 55 gallons, or 200 cubic feet for compressed gas shall be required to obtain a permit from the Burbank Fire Department for the storage, use and handling of stated inventory. This permit shall be issued for the time period between scheduled inspections conducted by the Burbank Fire Department.	X		
93	Buildings having floors used for human occupancy located more than 35 feet, but less than 75 feet above the lowest level of fire department vehicle access, shall be in compliance with all applicable "Mid-Rise" requirements as defined by the Burbank Municipal Code.	X		
94	Buildings having floors used for human occupancy located more than 75 feet above the lowest level of fire department vehicle access, shall be in compliance with all applicable "High-Rise" requirements as defined by the Burbank Municipal Code.	X		
95	High-rise and Mid-rise buildings shall be accessible on a minimum of two sides. Roadways shall not be less than 10 feet or more than 35 feet from the building. Landscaping or other obstructions shall not be placed or maintained around structures in a manner so as to impair or impede accessibility for firefighting and rescue operations.	X		
96	Group B office buildings and Group R, Division I Occupancies, each having floors used for human occupancy located more than 35 feet above the lowest level of Fire Department vehicle access, shall be provided with an automatic fire alarm system.	X		
97	Every mid-rise building shall be provided with an approved combined standpipe system.	X		
98	All stair shaft doors at each building level shall provide access to the building for fire department use.	X		
99	Authority shall provide for Fire Department use at least one access door to one enclosed exit stair shaft that serves all building levels and the roof at the main entrance level outside the building.	X		
100	All enclosed exit stairways shall be continuous to each floor served in either direction and shall be without obstructions such as intervening doors and gates. Exception: Approved barriers provided at the ground floor level to prevent persons traveling downward from accidentally continuing into the basement, in accordance with the Building Code.	X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix			Responsibility		Notes:
			Design-Builder	Authority	
101	Locking of enclosed exit stair shaft doors:				
	a.	All enclosed exit stair shaft doors which are to be locked from the stair shaft side shall have the capability of being unlocked without unlatching, by all of the following methods: i) manual signal from the central fire control room; ii) the actuation of a fire alarm device; and iii) upon failure of electrical power.	X		
	b.	When enclosed exit stair shaft doors are locked from the stairway side, an approved emergency communication system directly connected to the building control station, proprietary supervisory station, or other approved emergency location shall be available to the public and shall be provided at every fifth floor landing in each required enclosed exit stair shaft.	X		
102	In all high-rise and mid-rise buildings, approved breakout panels or tempered glass windows shall be provided in the exterior wall at the rate of at least twenty square feet of opening per fifty lineal feet of exterior wall in each story, distributed around the perimeter at not more than fifty foot intervals. Such panels shall be clearly identified as required by the Chief.		X		
103	In every bank of elevators, there shall be provided and available to the fire department, an elevator that opens on to each floor served by the individual bank. A bank of elevators is one or more elevator cars controlled by a common operating system, or where all elevator cars will respond to a single call button.		X		
104	Elevator cars assigned for fire department use shall have at height, recessed area, or removable ceiling, which will make possible the carrying of a nine (9) foot high ladder. At least one elevator car assigned for fire department use and serving all floors shall be of a size that will accommodate a 24-inch by 85-inch ambulance stretcher in the horizontal position, and have a clear opening width of 42 inches. The elevator shall be identified with approved signs.		X		
105	Elevators shall open into a lobby on all floors except the lowest terminal floor of building entry. Lobbies may serve more than one (1) elevator. Lobbies shall be separated from the corridor by one (1) hour fire resistive construction with all openings protected by tight-fitting twenty (20) minute door assemblies designed to close automatically upon activation of a detector which will respond to visible or invisible particles of combustion. Lobbies shall also be separated from the remainder of the building as required for corridor walls and ceilings.		X		
106	In order to determine fire flow requirements for this building, the following information shall be provided prior to issuing a building permit for final fire department plan check:				
	a.	Building Type Construction as defined by the California Building Code.	X		
	b.	Square feet of the building.	X		
107	All items reviewed are based on information provided at time of review. The comments provided do not limit or relieve the owner and the owner's architect and/or contractor from the responsibility of ensuring compliance with all applicable provisions office/life safety codes. Such compliances may include but are not limited to fire department access for firefighting, including fire department vehicle access, fire water supplies and appurtenances. Further reviews may require additional requirements or limitations as the project develops and is not limited to the requirements provided in these comments.		X		
108	All references are in accordance with the 2013 Editions of the California Fire Code (CFC) and the California Building Code (CBC) as amended by the Burbank Municipal Code (BMC). Updated or more current Code versions may be in effect at the time of Plan Check submittal.		X		
109	All noted information pertaining to the proposed project shall be shown on plans submitted as part of the Fire Department review for approval. For additional information or questions, please contact the City of Burbank Fire Marshal at (818) 238-3381.		X		
Public Works Department					
General Requirements					
110	Plans should include topographic site information, including elevations, right-of-way/property lines, dimensions/location of existing/proposed public improvements adjacent to project (i.e. street, sidewalk, parkway and driveway widths, catch basins, pedestrian ramps). Show width and location of all existing and proposed easements [BMC 9-1-1-3203]. Show dimensions and location of all proposed property dedications. Show existing and proposed underground utility connections.		X		
111	Authority shall protect in place all survey monuments (City, County, State, Federal and private). Any monument that requires removal shall be re-established as approved by the Director of Public Works [State of California, Business & Professions Code, Section 8771].		X		
The following must be completed prior to the issuance of a Building Permit:					
112	Submit hydrology/hydraulic calculations and site drainage plans. On-site drainage shall not flow across the public parkway (sidewalk). It should be conveyed by under walk drains to the gutter through the curb face [BMC 7-1-117, BMC 7-3-102].		X		
113	An address form must be processed [BMC 7-3-907].		X		
114	Plans should include easements, elevations, right-of-way/property lines, dedication, location of existing/proposed utilities and any encroachments.		X		
115	Building access doors, loading docks doors, and access gates may not swing open into the public or private right-of-way.		X		
116	If any utility cuts are made on Hollywood Way, Vanowen Street, Thornton Street, Winona Avenue, Tulare Avenue, Burton Avenue, San Fernando Boulevard, Kenwood Street, or any other public rights-of-way adjacent to the property, Authority will be required to restore the street per City of Burbank paving requirements.		X		
117	If any cuts are made on public streets or rights-of-way with rubber asphalt (ARHM), such streets shall be subject to City street moratorium requirements, and the Authority will be required to restore the street per City of Burbank paving requirements.		X		
118	Additional impacts to street or alley (i.e., utility cuts) could extend the resurfacing restoration limits. For additional information or questions, please contact Public Works, Civil Engineering staff at (818) 238-3945.		X		
Public Works - Wastewater Requirements					
119	Construction plans shall include: the location, depth, and dimensions of sanitary sewer lines; chemical and hazardous material storage, if any, including containment provisions; and type(s) of existing/proposed use(s), including the gross square footage of the building, and it disposition.		X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
120	Every building or structure, in which plumbing fixtures are installed which conveys sewage, must be connected to the municipal wastewater system [BMC 9-3-104].	X		
121	No person shall connect to or tap an existing public sewer without obtaining a permit [BMC 25-301]. Prior to approval or issuance of any permits, a Sewer Capacity Study shall be prepared and submitted for review demonstrating that adequate future capacity will be provided to accommodate the proposed development. Sewer studies help to verify whether the system can accommodate a proposed development, and if not, it helps identify needed improvements that would allow a development project to move forward. The studies may reveal that no upgrades are needed to the system or that parts of the system need to be upgraded in order to accommodate a new development. At a minimum, the Authority is required to cover costs associated with accommodating the additional demands on the system. Necessary upgrades may include replacing undersized water or sewer pipes and installing larger pipes; other upgrades could include adding or upsizing water pumps at pump stations, adding water storage tanks, and other related system improvements (i.e., mitigations only ascertainable subsequent to the preparation of the sewer study). The City may be able to contribute towards these upgrades as part of a Capital Improvement Project, depending on the age/condition of various system components and other factors, but the timing may not be conducive to the proposed development and therefor the Authority would be responsible for the improvements. Depending on the situation, the City may be able to reimburse the Authority for a fair portion of costs associated with upgrades as part of a Reimbursement Agreement. This would typically be the case if needed upgrades are already included in the City's Capital Improvement Program. If there is no immediate need or obligation for the City to increase capacity or make upgrades, but they are needed for a development project to move forward, formation of a Reimbursement District is another possibility. A Reimbursement District allows Authority to recoup a portion of costs for the installation of new infrastructure from future development projects that might benefit from the upgrades.	X		
122	Each lot must have its own connection to the mainline sewer, a covenant holding all parcels as one shall be executed and in that case, multiples lots will be treated as if one lot for purposes of all utilities..	X		
123	A maintenance hole must be installed at the sewer main connection on all laterals greater than or equal to 8-inches in diameter per BMC 8-1-308 and City of Burbank Standard Drawing BSS-201-2 located in the 2012 edition Standard Plans for Public Works Construction.	X		
124	Any connection to the sewer main line must be capped before a building demolition occurs.	X		
125	No more than one lot may be connected to the City sewer main with a single sewer lateral connection.	X		
126	An Industrial Waste Discharge Permit may be required [BMC 8-1-503 & BMC 8-1-502].	X	X	If required, Design-Builder responsible for developing all required information to support Authority in obtaining industrial discharge permit.
127	If the Building Permit is pulled under the current rate structure, the proposed development is subject to a Sewer Facilities Charge (SFC). The charge is due and payable prior to issuance of a building permit [BMC 8-1-802 and BMC 8-1-806].	X	X	Need to confirm status.
128	A backwater valve is required on the building sewer unless it can be shown that all fixtures contained therein have flood level rim elevations above the elevation of the next upstream maintenance hole cover of the public sewer serving the property, or a conditional waiver is granted by the Director [BMC 8-1-313].	X		
129	Landscape improvements will need to take into consideration the location of sewer facilities to prevent plant roots from entering or damaging the sewer facilities. Clearance shall be maintained from any City sewer main, 7.5 feet.	X		
130	Food service establishments are required in install, operate and maintain an approved type and adequately sized remotely located and readily accessible grease interceptor	X		
131	If these proposed improvements intend to install cooling towers that will utilize recycled water, a separate recycled water meter and service shall be installed for each cooling tower.	X		
Public Works - Stormwater Requirements				
132	New changes became effective July 1, 2010 for any construction activity that results in soil disturbances greater than one acre, and is subject to the General Permit for Storm Water Discharges Associated with Construction Activity Permit Order 2009-0009-DWQ “2009 Construction General Permit” (see: 'http://www.waterboards.ca.gov/water issues/programs/stormwater/constpermits.shtml'). Additionally, if the construction activity less than one acre is part of a larger common plan of development that encompasses a total of one or more acres of soil disturbance or if there is significant water quality impairment resulting from the activity, it is subject to the 2009 Construction General Permit.	X		
133	On November 8, 2012, the Los Angeles Regional Water Quality Control Board adopted a new NPDES MS4 permit for the Los Angeles Basin. The provisions in this new permit (which can be accessed at http://www.waterboards.ca.gov/losangeles /water issues/programs/stormwater/municipal/la_ms4/2012/') require all new development and redevelopment projects to lessen the water quality impacts of development by using smart growth practices, minimize the adverse impacts from storm water runoff, and minimize the percentage of impervious surfaces on land developments. Although the City has not yet implemented these requirements into its local ordinance and plan check requirements, this project is expected to comply with the new permit provisions.	X		
134	Please note that the Lockheed Channel is already at full drainage capacity and cannot accept additional flows. On-site capture, infiltration, and/or detention will be required, or sending the storm water flows to another storm drain network/receiving water will be required.	X		
135	Certain construction and re-construction activities within the City's transportation corridors (i.e., public streets, public alleys, public parkway areas, private streets, and private parking) will be subject to the City's Green Streets Policy requirements in Burbank Municipal Code Sections 7-3-102,7-3-405, and 9-3-414.	X		
136	Per BMC 9-3-407, Best Management Practices shall apply to all construction projects and shall be required from the time of land clearing, demolition or commencement of construction until receipt of a certificate of occupancy.	X		
137	Discharges from essential non-emergency firefighting activities (i.e., fire sprinkler system testing) is a conditionally allowed non-storm water discharge into the storm drain system, provided appropriate Best Management Practices (BMPs) are implemented. Please contact the wastewater section of the Public Works Department at (818) 238-3915 for a copy of Fire Suppression Systems discharge form and follow the requirements to comply when conducting the conditionally allowed non-storm water discharge.	X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix			Responsibility		Notes:
			Design-Builder	Authority	
138	Dewatering an area where water accumulates (i.e., crawl space, foundation, or basement) is now considered a prohibited discharge into the storm drain system. As such, private property applicants have the following options for dewatering accumulated volumes of water:				
	a.	Depending on the volume and having controls in place to keep the discharge on-site, direct the dewatering discharge to a planted/vegetated area located on private property; or	X		
	b.	Apply for an individual NPDES permit with the Regional Board to allow the dewatering discharge into the storm drain system through ORDER NO. R4-2013-0095: pages 8 and 9 of this Dewatering Order state that temporary dewatering including subterranean seepage dewatering, requires individual coverage and is no longer covered/allowed under the MS4 permit. Questions need to be directed to the Regional Board at (213) 576-6600.	X		
Public Works - Traffic Engineering					
139	Parking space dimensions and drive aisles shall comply with the requirements of the BMC Section 10-1-1401.		X		
140	Concrete curbs and/or wheel stops shall be constructed along all parking areas to prevent overrunning sidewalks, landscaping and structures. All off-street parking areas shall be improved with signs, striping and paving. All parking areas and driveways shall conform to City codes and standards [BMC 31-1417].		X		
141	A 24 foot turning radius shall be provided for access to driveways and right-angle parking stalls [BMC 10-1-1606].		X		
142	If planter curbs are used as wheel stop, two feet (2') of the planter may be included in required parking stall length. Handicapped parking space shall be a minimum 9' wide [BMC 10-1-1417].		X		
143	Two-way driveways shall have a minimum width of 30.0 feet and one-way driveways shall have a minimum width of 16.0 feet.		X		
144	Show existing and proposed driveways with dimensions. Show trees, power poles, guy wire, traffic signals, manholes, water meters, street lights, and catch basins, and adjust such to driveways.		X		
145	No visual obstruction over 3' high and under 10' high shall exist within the 5' by 5' corner cut-off at the intersection of the street and driveway [BMC 10-1-1303].		X		
146	No visual obstruction over 3' high and under 10' high shall exist within the 10' by 10' corner cut-off at the intersection of the street and alley [BMC 10-1-1303 (B)].		X		
147	All exterior lighting shall be directed away from the view of drivers on public streets [BMC 10-1-1420].		X		
148	Inside dimensions for trash enclosure must be a minimum 7 feet by 8 feet or approved by Public Works Field Services. Doors shall not swing open into the public right-of-way.		X		
149	Ramps to parking structure should conform to Burbank Standard Plan BT-406. Show cross section details with all dimensions, elevations, and transitions. If ramp is in excess of 10% slope, transitions shall be required for top and bottom. Ramp should not exceed a 20% slope.		X		
150	Vertical clearance requires a minimum 7' over any parking space [BMC 10-1-1401].		X		
151	Parking stalls against walls, fences, or other obstructions shall be a minimum 10' wide. This would also apply to the "H" walls in parking structure. End stalls shall be a minimum 11' wide or access aisle lengthen 3' to facilitate maneuvering. Show all dimensions on plans [BMC 10-1-1401].		X		
152	Standard parking spaces adjacent to walls shall be a minimum 10' wide. Columns shall be a minimum 2' from end of parking stall. Show the location and dimensions of columns. Column dimensions shall not be included in required parking space dimension or encroach into access aisles [BMC 10-1-1401].		X		
153	On construction plans, Authority shall show existing street widths, parkway widths, power poles, guy wires, meters, vaults, pull boxes, trees, driveways, street lights, etc.		X		
154	On-site circulation paths (streets, alleys, driveways) shall be designed to accommodate design vehicles defined in the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets":				
	a.	Passenger vehicle shall use "Passenger Car" as design vehicle, minimum inside turn radius = 14.4 feet, minimum outside turn radius = 24.0 feet	X		
	b.	Small Truck shall use "Single-Unit Truck" as design vehicle, minimum inside turn radius = 28.3 feet, minimum outside turn radius = 42.0 feet	X		
	c.	Bus shall use "City Transit Bus" as design vehicle, minimum inside turn radius = 24.5 feet, minimum outside turn radius = 42.0 feet	X		
	d.	Truck shall use "Interstate Semitrailer WB--62" as design vehicle, minimum inside turn radius = 7.9 feet, minimum outside turn radius = 45.0 feet	X		
155	Any existing traffic/parking sign(s) in public right-of-way may be covered, relocated or removed only with the prior approval of the Public Works Director. Sign(s) shall be reinstalled to the satisfaction of the Public Works Director [BMC 6-1-401].		X		
156	All approved Traffic Engineering Division requirements shall be constructed and completed to the standards and satisfaction of the Public Works Department. For additional information or questions, please contact the Public Works Director at (818) 238-3915.		X		
Public Works - Field Services					
157	Authority shall contact Public Works and specify how the applicant will be handling the construction and demolition debris. For additional information or questions, please contact Public Works Field Services at (818) 238-3800.		X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
158	Construction and site improvement plans shall show that all clearances and entries to refuse storage areas (enclosures) will assure safe entry for refuse collection vehicles and personnel.	X		
159	Provide refuse/recycle enclosure specifications (location, size, etc.) [BMC 10-1-628V, BMC 10-1-1113.1H].	X		
160	The facility design must provide for recycling facilities, i.e., storage and handling areas for recycling facilities. For information or questions regarding what is required for recycling facilities, please contact the City's Recycling Coordinator at (818) 238-3900.	X		
161	Inside dimensions for the trash enclosure must be a minimum 7' by 8' or as approved by Public Works Field Services. Doors may not swing open into the public right-of-way [BMC 10-1-628V].	X		
162	Trash area must be enclosed on 3 sides and be at least 6 feet high in commercial/industrial areas [BMC 10-1-1113.1H]. All clearances and entries to refuse storage areas (enclosures) must be approved to assure safe entry for refuse collection vehicles and personnel.	X		
163	If greater than four cubic yards of solid waste is generated per week at the location, a waste and recycling plan shall be created for this development and shall comply with AB 341 requirements. For additional information or questions, please contact Public Works Field Services at (818) 238-3800.	X		Development must comply with AB 341
Burbank Water & Power - Water Division				
164	All on-site water improvement beyond FM meters shall be considered private plumbing and shall be installed by the Authority. Only water facilities in publicly dedicated streets or easements will be considered City owned and maintained facilities, which will be installed by BWP at the Airport Authority's cost.	X		
165	Contingent on the size of the development, Water Supply Assessment (WSA) may need to be prepared in compliance with SB 610 requirements. The WSA (if one is required) shall be submitted to BWP for review and approval.	X	X	Need to confirm if required.
166	The following information shall be included on construction plans:			
	a.	Size and location of water services (domestic, fire, type & location of the backflow assembly).	X	
	b.	Calculations for sizing of domestic water meter and service.	X	
	c.	Landscape irrigation plans for backflow plan check.	X	
167	Water may be supplied temporarily from a fire hydrant. Contact BWP Water Engineering at (818) 238-3500 concerning fees, required permit and fittings.	X		
168	Due to the system static pressure at this site, the Building Division requirements for a pressure regulator are to be followed in accordance with the Uniform Plumbing Code.	X		
169	A copy of these conditions shall be shown on the Authority's submittal of construction plans.	X		
170	The water service for this project may be required to be provided with protective devices that prevent objectionable substances from being introduced into the public water supply system, per Title 17 of the California Administrative Code. A \$50 backflow prevention plan check fee is due before the plans will be stamped, signed and approved by the Water Division. Both domestic and fire services may require installation of backflow prevention devices. Plan check will take a minimum of five working days. Backflow devices must be installed on private property and as close as possible to the property line.	X		
171	The owner or contractor shall contact BWP Water Division at (818) 238-3500 before the building permit is issued. The drawings will be reviewed for adequate sizing of the service and meter and will take a minimum of five working days. Domestic meter size shall be adequate to provide the required flow, as determined by a licensed plumber or architect, calculated from the number of fixture units for the proposed development, pursuant to the California Plumbing Code 2007, Title 24, Part 5. Prior to final approval and preparation of an estimate by the BWP Water Division, the Authority shall obtain approval from the City of Burbank Fire Department for appropriate fire service size and appurtenance selection. A deposit will then be collected to cover construction costs for all required services. Construction scheduling will be based on date of receipt of the required drawings, fees and deposit.	X		
172	If the Fire Department requires any new fire hydrants and/or fire services for this development, the owner or contractor shall request an estimate for same from BWP Water Division by calling (818) 238-3500. The full deposit for any required work (including upgrading the fire service/backflow device) must be paid before the Water Division approves the project drawings.	X		
173	A Water Main Replacement Fee (WMRF) is required in accordance with Sections 4.34 (c), (d) and (e) of BWP Water Division Rules and Regulations. For additional information, please contact BWP staff at (818) 238 -3500.	X	X	Need to confirm.
174	The Authority shall be responsible for all additional costs associated with connection and installation of new water services and abandonment of existing services in accordance with BWP Rules and Regulations for Water Use.	X		
175	Water Main Replacement Fee (WMRF) shall be applied in accordance with BWP Rules and Regulations.	X	X	Need to confirm.

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
176	Recycled water service for the proposed project will be available from a future recycled water main in Hollywood Way. A separate recycled water meter and service shall be installed for irrigation and HVAC cooling tower purposes, and use of recycled water will be required for all irrigation and for HVAC cooling tower water supply. Contact BWP for more information regarding L.A. County plan check approval. The Authority shall be responsible for obtaining all required approvals from Los Angeles County Department of Public Health and California Department of Public Health.	X		"future recycled water main in Hollywood Way" is now existing and there are multiple existing connections to the project site.
177	Authority shall provide BWP with Landscape Irrigation plans for the subject project for review and comments. Landscape and irrigation plans shall include the following:			
	a.	Two separate connections, one for domestic use, and one for irrigation use. The State of California Department of Public Health requires that the domestic water service must have a Reduced Pressure Backflow Prevention Assembly installed as close as possible to the domestic water meter.	X	
	b.	The pressure for the recycled water system is lower than that for the potable water system. A pressure reducing valve and a strainer shall be installed.	X	
	c.	All irrigation piping, valve covers, boxes, and sprinkler system heads shall be purple, in addition to installing signs informing public of the use of recycled water for landscape irrigation purposes to comply with all State of California Recycled Water Requirements.	X	
	d.	Minimum separation of potable water mains from recycled water, sewer, storm drain, or others, shall be maintained per the State of California Department of Public Health Requirements.	X	
	e.	The County of Los Angeles requires that all plans for recycled water projects be submitted for review and approval prior to construction. Please coordinate your work with the County of Los Angeles, Department of Public Health (DPH), and follow their procedures for plan review and approval, and all requirements and guidelines for using recycled water for landscape irrigation purposes.	X	
	f.	Contact Information: Carlos Borja for plan review and approval, 5050 Commerce Drive, Room 116, Baldwin Park, California 91706-1423. Telephone: (626) 430-5290 (Baldwin Park Office), Fax: (626) 813-3025.	X	
Burbank Water & Power - Electric Division				
178	The following information shall be included on construction plans:			
	a.	Location of the existing electric service panel.	X	
	b.	Dimensions/location of existing/proposed public improvements adjacent to project.	X	
	c.	The width and the location of all the existing and proposed easements.	X	
	d.	Proposed location of the electric service panel/meters.	X	
	e.	Proposed locations of any pad-mount transformer(s).	X	
	f.	Fully dimensioned building elevations showing height of structure from natural grade.	X	
179	A minimum 15'x 25' clear accessible easement will be required for the installation of each pad-mount switch.		X	
180	Existing conditions or the extent of development in the surrounding area will require a pad-mount transformer installation.		X	
181	New 4' x 6' primary pull-boxes and 8' x 14' Manholes will be required.		X	
182	Additional conduits may/will be required to provide for future needs.		X	
183	The Authority will provide 5' wide recorded easement for the new underground system from the property line to the switch and a 25' x 15' easement for each pad-mount switch. The Authority's surveyor will provide a legal description of the easements, which will be reviewed by BWP and then processed by the Community Development Department (contact 818-238-5250 for recording).		X	X
184	The Authority's contractor will provide as-built drawings showing the exact location of underground substructure installed to serve the property.		X	
185	The State of California Public Utilities Commission General Order No. 95 requires that no building or structure be allowed to encroach within the envelope 12' vertical and 6' horizontal from the existing high voltage lines along the perimeter of the property. The lines are approximately 35 feet from grade. The actual height and location of the conductor attachment has to be surveyed and shown on the plans.		X	
186	The State of California Public Utilities Commission General Order No. 95 requires that no building or structure be allowed to encroach within the envelope 8' vertical and 3' horizontal from the existing low voltage lines along the perimeter of the property. The lines are approximately 30 feet from grade. The actual height and location of the conductor attachment has to be surveyed and shown on the plans.		X	
187	The State of California Public Utilities Commission General Order No. 95 requires that no temporary scaffolding, platforms or supporting framework upon which men may work be allowed to encroach within the required clearance envelopes as stated in the previous two comments.		X	
188	Burbank Water and Power Rules and Regulations require that no open patios or balconies will be erected underneath any high voltage overhead conductor regardless of vertical clearance.		X	

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix			Responsibility		Notes:
			Design-Builder	Authority	
189	Plans must be revised to avoid encroachment into the envelope as commented above. Building elevations will show the existing power poles, their height from natural grade, conductor attachment heights and locations (all surveyed), and the described above envelopes clear from any portion of the building per BWP drawing S-708 (attached).		X		
190	The Burbank Water and Power fees for providing electric service are Aid-in Construction (AIC) charges set forth in Section 3.26 of BWP's Rules and Regulations for Electric Service. AIC charges are to recover the actual cost of:		X	X	Need to understand how much of fee, if any, already paid to BWP covers the AIC charges
	a.	Providing and installing new facilities to serve the customer;	X		
	b.	Conducting feasibility studies and engineering;	X		
	c.	Relocating existing overhead or underground facilities.	X		
191	Actual costs vary from project to project and AIC examples can be found in the Burbank Water and Power "Guide for Electric Service." A letter detailing these charges will be generated once the final design is completed. The cost estimate for providing service to the site will be provided at a later date depending on the load requirements.		X	X	Need to understand how much of fee, if any, already paid to BWP covers the AIC charges
192	If any portion of the existing BWP facilities needs to be upgraded or relocated due to the subject project, it will be done at the Authority's expense.		X	X	Feasibility study may be required if expected load exceeds the 6.7MW allowed
193	Plan approval will not be given until an electric service confirmation is obtained. Contact BWP Engineering at (818) 238-3647 (residential) or at (818) 238-3565 (commercial). The plans must show the pertinent information related to the method of service as specified on the confirmation.		X		
194	Burbank Water and Power offers high-speed, high-quality fiber optics-based services through its ONE Burbank program. Fiber service is available to the project if desired. Contact Daniel Lippert, Manager Telecommunication and Facilities at (818) 238-3656 or email dlippert@burbankca.gov for further information.		X		Need to ask ICT if this connection is desirable.
195	The Authority/property owner is responsible for the undergrounding the overhead electric facilities along the perimeter of the property. The underground design will be supplied by BWP at the customer's expense. The customer will install all necessary substructure and BWP will install all underground cables and electric equipment at the customer's expense.		X	X	Confirm if required to underground OH lines on Cohasset.
196	<i>For all new projects and for those projects where existing properties are undergoing extensive renovation, the Authority/property owner is responsible for the street lighting system for public streets traversing the project. In cases where the existing street lights are supplied overhead, the Authority/property owner will be required to install a complete underground street light system. Standards and luminaries will be supplied by BWP at the customer's expense. A plot plan of the site must be submitted to BWP during the initial planning stage of the project for street light design.</i>		NA	NA	<i>No public streets traverse the project</i>
197	A load schedule and secondary service schematic will be required to determine the extent of the electrical load requirements.		X		
198	The service switchboard rating shall be limited to 3000 Amps. Five copies of EUSERC drawings of the switchboard shall be provided to BWP for approval prior to submittal to the manufacturer. Service shall not be energized unless these drawings are provided.		X		
199	The electrical design shall comply with California Building Code Title 24 energy efficiency requirements and shall use, wherever practical, surge suppressors, filters, isolation transformers, or other available means to preserve a quality of power of its electrical service and to protect sensitive electronic and computer-controlled equipment from voltage surges, sags, and fluctuations. BWP also recommends the use of an uninterruptible power supply (UPS) and a standby generator for critical loads.		X		
200	Power factor correction to a minimum of 90% will be requested to minimize kVA demand as well as energy use. The Authority must use California Nonresident Building Standard to consider and implement energy efficient electrical equipment and devices for minimizing peak demand and wasteful energy consumption.		X		
201	For multi-metered services all numbering must be completed in a permanent manner at all individual units and meter sockets before service can be energized. See BWP Rules and Regulations, Section 2.68 (c) for acceptable labeling (stenciling or riveted tags required, permanent marker is unacceptable). Contact Public Works Engineering for unit designations.		X		
202	For commercial and industrial buildings, outdoor meter locations are preferred. Meter socket or service equipment must be installed in location readily accessible from the same property. When adequate exterior wall space is not available, a separately locked meter room accessible from outside the building through one door must be provided. The Department must be supplied a key to that room which will be installed in a lock box adjacent to the door. Future building modifications or other structural changes will not render the meters inaccessible. Customers need to consult the Department for approved locations and to obtain a service confirmation prior to any installations.		X		
203	All new metered services require a path for meter communications to BWP. BWP communication networks will require additional equipment as approved by BWP at the Authority's expense to create the appropriate communications path.		X		
204	The builder is responsible to protect any existing Burbank Water and Power facilities in place. Power poles must be protected in place to prevent any movement of the pole butt during excavation. Anchors must also be protected to prevent slippage or exposure that could result in the reduction or loss of holding power. If these requirements cannot be met, then no excavation will be allowed within three feet from the face of poles and five feet from anchors		X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix			Responsibility		Notes:
			Design-Builder	Authority	
205	Any trees planted in the area adjacent to the street/alley will be of a type that will not grow into the existing power lines and will also have sufficient clearance from the streetlight facilities.		X		
206	BWP landscaping requirements for transformer pads and switch pads:				
	a.	Due to the natural maturation of trees and other landscaping elements, the following requirements are to be adhered to:	X		
	b.	New plantings within three feet of the back or sides of the pad and within eight feet of the front shall be of a groundcover type. This is considered the working zone.	X		
	c.	Outside of the working zone, shrubbery is acceptable within eight feet of the pads, but trees must be beyond an eight foot radius to lessen future root conflicts.	X		
	d.	Landscaping grade shall be a minimum of five inches below the grade level of the top of transformer pads.	X		
	e.	All irrigation and sprinkler systems shall be constructed so that water shall not be directed onto the switch, the transformers, or the concrete pads. Additionally, surface water shall drain away from the concrete pads.	X		
	f.	Landscape plans shall adhere to the above requirements, showing proper working clearances for electrical facilities on L-sheets.	X		
207	All electrical installations must conform to the Burbank Water and Power Rules and Regulations for Electric Service (latest revision). Contact AT&T at (707) 575-2180 for any phone company facility conflicts. Contact Charter Communications at (818) 847-5013 for any cable T.V. facility conflicts.		X		
208	Any existing and proposed substructure on-site and off-site, which may affect the location of the new underground electrical system and any other improvements shall be identified and shown on the final plans in order to avoid a potential conflict with other substructure.		X		
209	A meeting should be scheduled between the Authority, project architect, electrical engineer, and BWP Electrical Engineering early in the design stage of each phase of the project to discuss all the issues and to finalize the location of the facilities. A load schedule and secondary service schematic will be required to determine the extent of the electrical load requirements. An electronic copy of a plot plan of the site, showing all the existing and proposed substructures, complying with BWP AutoCAD standards should also be provided to BWP Electrical Engineering (email: rsleiman@burbankca.gov) to aid the electrical design. BWP will provide full comments after the electrical sheets are provided.		X	X	
210	Loads ranging from 750KW – 5MW will require a line extension at the Authority's cost. New substructure will include pull-boxes, pad mount switches, and pad mount transformer facilities, and will also be at the Authority's cost.		X	X	Confirm 3 party agreement already covered this cost.
211	Loads greater than 5MW will require a new substation. Please contact BWP Engineering at (818) 238-3654 for details if the projected load will exceed 5MW. The substation may be built off-site if part of a customer substation.		X	X	Confirm 3 party agreement already accounts for loads over 5MW up to 6.67MW. Above 6.67 MW requires request BWP conduct a feasibility study at a cost of \$45k and take 4-6 months.
212	All substructure work including the transformer pad, switch pad, the pull box, grounding Systems, primary conduits and secondary conduits are the responsibility of the Authority and shall be done in accordance with Burbank Water and Power drawings and specifications. The transformer pad and switch pad shall be at grade level on undisturbed soil to allow for the installation of a box underneath it. BWP will provide a construction drawing and engineering support, inspect contractor's work, install the transformers, primary cables, and metering devices at the Authority's cost. Note that any relocation or upgrade of existing BWP facilities will be done at the Authority's expense. For additional information or questions please contact: Riad Sleiman, Principal Electrical Engineer, BWP at (818) 238-3654.		X		
213	An allocation for Electric Vehicle (EV) parking shall be required. A total of fifty (50) parking spaces shall have EVs charging stations installed airport-wide, in addition to EV charging stations already proposed to be installed by the City in the existing valet facility and existing parking structure, and shall be placed at multiple convenient and visible locations within the new parking structures and surface lots. The electrical service panel shall include capacity to simultaneously charge all EVs at their full-rated amperage. Plan design shall be based upon Level 2 EVs or greater, at maximum operating ampacity. Plans shall include the location(s) and type of EV, raceway method(s), wiring schematics, and electrical calculations. The raceway shall be installed per Burbank Water and Power standards.		X		EV charger requirement as stated here is campus wide. How many total of the campus wide requirement do we intend to include in NEQ and make Design-Builder's responsibility.
214	Specifications for the construction of underground electrical conduit (further information available online at 'https://www.burbankwaterandpower.com/construction-standards-forms'):				
	a.	S-723B Three-phase 8' x 10' Transformer Pad Details	X		
	b.	S-0725 Clearances for Three phase 8'x 10' Transformer Pad	X		
	c.	S-462F Pad-mount Switch Details	X		
	d.	S-732 Clearances for 7' x 10'-6" Switch Pad	X		
	e.	S-458A Barrier Post Detail	X		
	f.	S-729 4' x 6' Pull box Details	X		
	g.	S-794B 8' x 14' Manhole Details	X		
Police Department					
215	The following areas shall be illuminated at all times with light having an intensity of at least two (2) foot-candles at floor level: Every apartment house and hotel, every public hallway, passageway, public stairway, fire escape, elevator, public toilet or bath, means of egress, all open parking spaces and carports, open parking garages and approaches to open garages and carports, all parking structures, and all semi-subterranean and subterranean garages. All outside lighting shall comply with the requirements of BMC Section 5-3-505. Required lighting devices shall have vandal resistant covers.		X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
216	All buildings and parking structures shall be capable of supporting emergency safety service radio communication systems in compliance with the requirements of BMC Section 9-1-1-2703. All enclosed and/or subterranean interior areas of this project will be tested upon completion of construction to determine the radio signal transparency. Any buildings or structures which cannot pass the appropriate radio signal strength test may require installation of a radiating cable antennae or internal multiple antennae low power repeater system with or without FCC type accepted bi-directional UHF amplifiers as necessary to meet this requirement.	X		
217	Preventive measures shall be taken to secure any entrances to the building(s) from any parking structures to prevent the possibility of theft or burglary.	X		
218	Secure fencing around the construction site with locking gates and appropriate lighting shall be installed during construction to prevent trespassing and theft. During construction, the Police Department shall be given emergency contact information of contractors and owners for any problems encountered after normal construction hours.	X		
219	To ensure that construction personnel are aware of the construction times specified by the construction hours condition , the Authority shall install professionally made sign(s) 2 ft. X 3 ft. in size in location(s) satisfactory to the City Planner and the Police Department that states, "NOTICE: THE CITY OF BURBANK LIMITS CONSTRUCTION ACTIVITIES OF THIS PROJECT (DEMOLITION, EXCAVATION, GRADING, ACTUAL CONSTRUCTION, AND LANDSCAPING- EXCLUDING AIRFIELD CONSTRUCTION) as follows: 7:00 AM TO 7:00 PM MONDAY THROUGH FRIDAY, AND FROM 8:00 AM TO 5:00 PM ON SATURDAY. THERE SHALL BE NO WORK PERFORMED ON SUNDAYS OR ON MAJOR HOLIDAYS." Any exceptions would be subject to the approval of the Directors of both the Community Development and Public Works Departments.	X		Design Builder responsible for requesting any modifications to the construction hours.
220	A construction "truck route plan," which identifies truck routes along major arterials while avoiding residential streets, and the frequency of trips and hours of operation, shall be prepared prior to approval of any demolition, grading, or building permits and approved by the Public Works Director. The plan shall demonstrate avoidance of congested roadways and sensitive receptors (e.g., residential areas) and shall minimize the number of trips and trip lengths to the maximum extent feasible.	X		
221	The Authority shall provide a site plan, to the Police Department representative's and the Public Works Director's satisfaction, that shows sufficient off-street parking locations for construction employees and equipment so as to not impact the local residential community or nearby businesses, and shall require contractors to prepare a trip reduction plan for construction crew vehicles to reduce potential vehicle trips on the road. The Authority shall place such language (dealing with parking and trip reduction) in all contractor agreements.	X		
222	Buildings shall be numbered with the approval of the enforcing authority. This section shall not prevent supplementary numbering such as reflective numbers on street curbs or decorative numbering. Such numbering will be considered supplemental only and shall not satisfy the requirements of this section. Any building having a separate identifying factor, other than the street number, shall be clearly identified.	X		
223	All commercial structures shall display a street number in a prominent position so that it is easily visible from the street. The numbers shall be at least six (6) inches in height, of a color contrasting to the background, and located so they may be clearly seen and read (9-2-505.1(a) BMC). The numbers shall be illuminated during darkness. If the structure has rear vehicle access, numbers shall be placed there as well. The Fire or Police Departments may require the size of the numbers to be increased or provided in additional locations if the distance from or orientation to the street limits visibility. Address numbers shall also be displayed on the roof of the building to be visible from police helicopters. Digits shall be a minimum of 18 X 24 inches with a 3" line width in a color that contrasts with the background.	X		
224	Maps of the complex shall be furnished to the City of Burbank Police Department upon completion of construction. The maps shall include building identification and unit identification.	X		
225	Stairwells, the interiors of which are not completely visible when first entering, shall have mirrors so placed as to make the whole stairwell interior visible to pedestrians outside.	X		
226	When access to or within a multiple-family dwelling complex, private residential community, or other buildings with multiple occupants is unduly difficult because of secured openings, or where immediate access is necessary for lifesaving or other police purposes, a Series 3200 Knox-Box Security Vault key box and/or a Series 3500 Knox Box key switch shall be installed in an accessible location (9-2-506.1(a) BMC). The police key box/switch may only be obtained directly from Knox and request applications are available only from the Burbank Police Department. The police key box shall be separate from the FIRE key box and shall contain keys to allow access to security gates or doors as required by the City of Burbank Police Chief. The installation shall occur during the construction phase. Depending on the size of the development, more than one police Knox-Box may be required. For additional information or questions, please contact Police staff at (818) 238-3085. The Police Department will be available to review plans and apply an approval stamp for building permits Monday through Thursday, 9:00 to 11:00 AM.	X		
Parks and Recreation Department				
227	The Authority shall submit planting and irrigation plans prepared by a licensed landscape architect. Prior to issuance of any permits, the landscape and irrigation plans shall demonstrate compliance with the Water Efficient Landscape Ordinance ('http://www.water.ca.gov/wateruseefficiency/docs/MWELO_TbContent_Law.pdf'). The plans shall include calculations demonstrating compliance with the Water Efficient Landscape Ordinance, and a statement and certification by the preparer that the plan conforms.	X		
228	The Authority shall submit landscape and irrigation plans prepared by a landscape architect licensed by the State of California. Plans shall demonstrate compliance with all applicable aspects of AB 1881 (Water Conserving Landscape).	X		
229	If any on-site trees need to be removed for construction, the Authority shall submit an Arborist Report to assess the tree valuation of trees to be removed on private property. For private property trees, the Airport Authority has the option of increasing the value of the landscape above Code requirement instead of pecuniary reimbursement.	X		

Development Agreement Exhibit G Conditions of Approval: Responsibility Matrix		Responsibility		Notes:
		Design-Builder	Authority	
230	Authority shall install and provide irrigation to street trees.	X		Assuming responsibility for offsite street improvements remains the responsibility of the Design-Builder.
231	Authority shall protect street trees during all phases of construction. In the case of any tree removed or destroyed, as provided for in BMC Section 7-4-111, or as a result of a violation of BMC Sections 7-4-113, 7-4-115, or 7-4-117, but not replaced, the City shall be reimbursed the value of the tree, as determined by the most current valuation table established by the International Shade Tree Conference. [BMC 7-4-105]	X		
232	All trees on any street or other publicly owned property near any excavation or construction of any building, structure, or street work, shall be sufficiently guarded and protected by those responsible for such work so as to prevent any injury to said trees. No person shall excavate any ditches, tunnels, trenches, or install pavement within a radius of ten feet (10') from any public tree without prior notification to the Park, Recreation and Community Services Director. [BMC 7-4-115]	X		
233	Any street tree requested by any person or property owner to be removed for the purpose of any type of construction shall be replaced with a tree of the nearest size available, of a species and in the location to be determined by the Park, Recreation and Community Services Director. The person or property owner shall pay the total cost to the City of removal prior to any such action being undertaken. If such tree, or trees, are not replaced, the City shall be reimbursed the value of the tree as established in BMC Section 7-4-105, in addition to the cost to the City of removal. [BMC 7-4-111(A)]	X		
234	Any tree removed for the purpose of any type of construction in accordance with BMC subsection 10-1-1113S shall be replaced with a tree of equal size, of the same species or an appropriate alternative, and in a location to be approved by the Park, Recreation and Community Services Director and the Community Development Director. Alternately, the City shall be reimbursed the value of the trees, pursuant to this section and BMC Section 7-4-105; or, the project's landscaping shall be improved above what is required by BMC subsection 10-1-1113E, and in an amount equal to the value of the removed trees, or if the excess landscaping does not equal the value of the removed trees, then a fee for the shortfall shall be paid to the City; or, the tree(s) shall be moved elsewhere to the satisfaction of the Park, Recreation and Community Services Director; or a combination of moving or replacing the trees pursuant to BMC Section 7-4-105 and this section shall be followed. The fees obtained from private development will be placed in the Urban Reforestation Fund which will be devoted to the replacement of City trees. [BMC 7-4-111(B)]	X		
235	If any street trees are destroyed during construction, they shall be replaced with trees having the same size canopy (or nearest size available) to the satisfaction of the Park, Recreation and Community Services Department.	X		
236	If there is any net loss of street trees, the value of trees and removal cost must be paid per the Burbank Municipal Code to the satisfaction of the Park, Recreation and Community Services Department.	X		
237	The Authority shall ensure that in the required front and exposed side yards (i.e., adjacent and visible to public rights-of-way), a minimum of one tree shall be planted for every 40 linear feet of street frontage or fraction thereof, to the extent possible. A minimum of 50 percent of required trees shall be a minimum of 36-inch box size, with the remainder a minimum of 24-inch box size.	X		
238	Authority shall provide landscaping in new parking lot(s) and new parking structure(s) as required by the BMC Sections 10-1-1417, 10-1-1418, and 10-1-1419.	X		
239	All trash enclosures and utility cabinets or equipment shall be fully screened from public view through the use of berming, landscape materials, walls, or buildings.	X		
240	Condition of Approval for Planned Development No. 169 Amendment: In the event the Authority designates the Southwest Quadrant/full size Option for the replacement passenger terminal, then the site plan referenced in condition of approval 3 (Ordinance No. 3788) is modified to provide for a shuttle pick up/drop off and relocated recirculated loop road.	NA	NA	Associated with Southwest Quadrant Option
241	Conditions of Approval for Planned Development No. 170 Amendment-Parking Lot A: The PD Zone is located on a part of the Adjacent Property, with the remainder of the Adjacent Property zoned Airport. This PD amendment will allow for all uses allowed in the Airport Zone portion of Adjacent Property. All existing conditions of PD No. 170 though shall remain unchanged until this Development Agreement is effective and until construction begins for the Replacement Terminal Project as designated by the Authority in accordance with Section 5.5 of the Development Agreement.		X	

END OF PROJECT DEFINITION MANUAL

EXHIBIT J
Project Labor Agreement

(attached)

PROJECT LABOR AGREEMENT
BY AND BETWEEN
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AND
LOS ANGELES/ORANGE COUNTIES
BUILDINGS AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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EXHIBIT I – PROJECT DESCRIPTION

ATTACHMENT A – LETTER OF ASSENT

ATTACHMENT B – AREA RESIDENT ZIP CODES

ATTACHMENT C – CRAFT REQUEST FORM

ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into effective as of August 15, 2016, by and between the Burbank-Glendale-Pasadena Airport Authority ("Authority"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures to be used during the demolition, rehabilitation, replacement and construction of the Bob Hope Airport Replacement Terminal Project, for the Authority, the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors, as more fully described below. The Authority, Trades Council and Unions are hereinafter referred to herein as "Party" or "Parties."

It is understood by the Parties that for the duration of this Agreement, it shall be the policy of the Authority for all Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as Attachment A), and to require each of its subcontractors, of whatever tier, to become so bound. The Authority shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the Authority.

It is further understood that the Authority shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents surrounding the geographic area of the Authority. The Authority shall therefore designate a "PLA Administrator," either from its own staff or an independent contractor, to serve as the Authority's liaison for Contractors and other persons; to monitor compliance with this Agreement; to assist, as the authorized representative of the Authority, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the purposes of the Parties and this Agreement; and to otherwise administer this Agreement.

ARTICLE 1 DEFINITIONS

Section 1.1 "Airport Manager" means TBI Airport Management, Inc., or any successor firm contracted by the Authority to manage the Bob Hope Airport.

Section 1.2 "Agreement" or "PLA" means this Project Labor Agreement.

Section 1.3 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.4 "Area Resident" means a Tier 1 Area Resident and a Tier 2 Area Resident, specifically residents of the U.S. Postal Service zip codes on the list attached hereto as Attachment "B".

Section 1.5 “Authority” means the Burbank-Glendale-Pasadena Airport Authority, a joint powers authority operated under the provisions of California Government Code section 6546.1.

Section 1.6 “Construction Contract” or “Construction Contracts” means any public works or improvement contract entered into by the Authority that is/are necessary to complete the Project Work, as well as subcontracts at any tier.

Section 1.7 “Contractor” means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the Authority or any of its contractors or any of the Authority’s or contractor’s subcontractors of any tier.

Section 1.8 “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time.

Section 1.9 “Joint Labor/Management Apprenticeship Program” means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.10 “Letter of Assent” means the document that each Contractor (of any tier) must sign and submit to the Authority before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.11 “Master Labor Agreements” or “MLAs” means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement, as such may be changed from time-to-time.

Section 1.12 “Project” means the proposed Replacement Passenger Terminal Project, as described in Exhibit A.

Section 1.13 “Project Work” means the demolition, rehabilitation, replacement and construction work necessary to complete the Project, to be performed pursuant to a Construction Contract entered into by the Authority.

Section 1.14 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the MLA.

Section 1.15 “Tier 1 Area Resident” means a resident of the cities of Burbank, Glendale and Pasadena, specifically residents of the U.S. Postal Service zip codes on the list attached hereto as Attachment “B” and identified as Tier 1 Area Resident Zip Codes.

Section 1.16 “Tier 2 Area Resident” means a resident of the portions of the City of Los Angeles in the vicinity of the Airport, specifically residents of the U.S. Postal Service zip codes on the list attached hereto as Attachment “B” and identified as Tier 2 Area Resident Zip Codes.

ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply and is limited to all of the Authority's Project Work, performed by those Contractor(s) of whatever tier that have contracts awarded for such work.

Section 2.2 Project Modifications. It is understood by the Parties that the Authority may at any time, and at its sole discretion, determine to build additional buildings, facilities, roads and other projects under this Agreement which are not currently proposed to be covered under this Agreement, or to modify or not to build any one or more particular segments proposed to be covered.

Section 2.3 Applicability. The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis.

Section 2.4 Exclusions. Items specifically excluded from the scope of this Agreement include the following:

2.4.1. Any Project Work performed pursuant to a Construction Contract with a total contract price of \$125,000 or less. For purposes of this Section 2.4.1, the determination of total contract price shall exclude the amount of any reimbursable expenses.

2.4.2. Work of non-manual employees, including superintendents; teachers; supervisors (except those covered by a MLA above the level of general foreman); staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.4.3. Equipment and machinery owned or controlled and operated by the Authority or Airport Manager;

2.4.4. All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;

2.4.5. All work performed by Authority employees, Airport Manager employees, tenant employees, the PLA Administrator, design teams (including architects, engineers and master planners), or any other consultants for the Authority (including, but not limited to, project managers and construction managers and their employees) and their sub-consultants, and other employees of professional service organizations not performing manual labor within the scope of this Agreement. Notwithstanding the preceding sentence, it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under this PLA. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft, and includes such work where it is referred to by utilization of such terms as "quality control" or "quality assurance";

2.4.6. Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by adjacent third party landowners; and/or by the Authority or its contractors (for work which is not within the scope of this Agreement);

2.4.7. All off-site maintenance of leased equipment and on-site supervision of such maintenance work;

2.4.8. Work by employees of a manufacturer or vendor, or contractor designated by a manufacturer or vendor, necessary to maintain such manufacturer's or vendor's warranties or guaranty, as provided in Section 9.4.1;

2.4.9. Non-construction support services contracted by the Authority, Authority consultants, the PLA Administrator, or Contractor in connection with a Project;

2.4.10. Laboratory work for testing;

2.4.11. All work by employees of the Authority or its contractors or tenants involving general maintenance and/or repair and/or janitorial work;

2.4.12. All transportation of goods and materials to and from the Project site. Except in those instances where it is necessary to setup a work area adjacent to the Project site, then the transportation of goods and materials from that ancillary site to the Project site will be covered under this PLA.

Section 2.5 Awarding of Contracts.

2.5.1. The Authority and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

2.5.2. It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to such subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the PLA Administrator and to the Trades Council.

Section 2.6 Coverage Exception.

2.6.1. This Agreement shall not apply if the Authority receives funding or financial assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or financial assistance, at the time of the awarding of the contract, is that the Authority not require bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations. The Authority agrees that it will make every reasonable effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

2.6.2. In case of conflict other than those stated in Section 2.6.1, where particular provisions of this Agreement would be prohibited by Federal or State law, or where the application of this Agreement would violate or be inconsistent with the terms, conditions or contingencies of a grant or a contract with an agency of the United States or the State of California or other public entity, then the PLA Administrator shall adapt requirements of this Agreement into a set of contract provisions that advance the purposes of this Agreement to the maximum extent feasible without conflicting with Federal or State law or with terms, conditions or contingencies of the State or Federal or public entity grant or contract in question. The Authority shall include that set of contract provisions in the public works or improvement contract with regard to portions of the Project for which this Agreement would conflict with Federal or State requirements.

Section 2.7 Master Labor Agreements.

2.7.1. The provisions of this Agreement, including the MLAs of the signatory Unions having jurisdiction over the work on the Project and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

2.7.2. It is understood that this Agreement, together with the referenced MLAs, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national

collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the applicable Participation or Subscription Agreement, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.8 Workers' Compensation Carve-out. The Parties recognize the potential which the Project Work may provide for the implementation of a cost effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5. Should the Authority request, the Union parties agree to meet and negotiate in good faith with representatives of the Authority for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.9 Binding Signatories Only. This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.10 Other Authority Work. This Agreement shall be limited to Project Work within the scope of this Agreement as referenced in Section 2.1 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, including but not limited to work in and around a Project site.

Section 2.11 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Authority or PLA Administrator and/or any Contractor.

Section 2.12 Completed Project Work. As areas of covered work are accepted by the Authority, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Authority or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the Authority.

Section 2.13 Project Support. The Unions and Trades Council acknowledge their support for the Project. The Unions and Trades Council shall not take any action, written or otherwise, in opposition to the Project.

ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. The Contractor further recognizes that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, such Contractor shall follow the procedures outlined in Section 3.7 below.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures.

3.3.1. For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination.

3.3.2. The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the PLA Administrator and others designated by the Authority, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the area surrounding the Authority, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the Authority.

3.3.3. The Unions shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractor agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the Authority has certain policies, programs,

and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be deemed appropriate by the Parties to ensure full compliance with the spirit and letter of the Authority's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Area Residents and Veterans.

3.5.1. In recognition of the fact that the communities surrounding the Project will be impacted by the construction of the Project Work, the Parties agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Area Residents for Project Work. The Parties hereby establish a goal that thirty percent (30%) of all construction labor hours worked on the Project shall be performed by Area Residents, as defined herein. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified Area Residents. Towards that end, the Unions shall, first, exert their best efforts to encourage and provide referrals and utilization of qualified Tier 1 Area Residents dispatched by the Unions. If the Unions cannot provide the Contractors a sufficient number of qualified Tier 1 Area Residents, the Unions shall then exert their best efforts to recruit and identify for referral Tier 2 Area Residents. For purposes of this Section 3.5.1, Eligible Veterans shall be counted as Area Residents. An Eligible Veteran that is also an Area Resident shall be counted as the equivalent of two Area Residents.

3.5.2. The Contractor will be required to utilize the Employee Craft Request Form whenever requesting the referral of any employee from a Union, a sample of which is attached as Attachment C. The Unions will refer qualified Area Residents regardless of their place on the Unions' hiring halls' list and normal referral procedures, until the goal specified in Section 3.5.1 has been achieved.

Section 3.6 Helmets to Hardhats.

3.6.1. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

3.6.2. The Unions and Contractor agree to coordinate with the Center to create and maintain an integrated database of Eligible Veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such Eligible Veterans for bona fide, provable past experience.

Section 3.7 Core Employees.

3.7.1. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, the Contractor may employ, as needed, first, a member of its core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to a Contractor which is not directly signatory to a current MLA and this provision is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, the Contractor shall require its core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment on Project Work.

3.7.2. The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for fifty (50) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

3.7.3. Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of its core employees to the PLA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide reasonably satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, or other reasonably acceptable documentation) evidencing the core employee's qualification as a core employee to the PLA Administrator and the Trades Council.

Section 3.8 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.9 Lack of Referral Procedure. If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees so hired, as set forth in Section 3.8.

Section 3.10 Union Membership. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable MLA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

Section 3.11 Individual Seniority. Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen. The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractor.

Section 3.13 Out of State Workers. In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards.

4.2.1. Each signatory Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2. In addition to his/her work as an employee, the steward shall have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

4.2.3. When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4. The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve a Contractor which is directly signatory to a current MLA from paying all of the wages set forth in that MLA.

Section 5.2 Benefits.

5.2.1. Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA; however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve a Contractor which is directly signatory to a current MLA from making all contributions set forth in that MLA without reference to the foregoing.

5.2.2. The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3. The Contractor is required to certify to the PLA Administrator that it has paid all benefit contributions due and owing to the appropriate trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with a Contractor who is delinquent in

payments to assure that proper benefit contributions are made, to the extent of requesting the Authority or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 7:00 a.m. and 7:00 p.m. (Monday through Friday) and between the hours of 8:00 a.m. and 5:00 p.m. (Saturday), plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. Except as indicated in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules.

6.4.1. Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable MLA. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

6.4.2. Contractors, the Trades Council and the Union recognize the economic impact upon the Authority and residents within the region of the Project being undertaken by the Authority and agree that all Parties to this Agreement desire and intend Project Work to be

undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent required by the prevailing wage determination(s) applicable to this Project, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

6.4.3. Because of operational necessities, the second shift may, at the Authority's direction, be scheduled without the preceding shift having been worked. It is recognized that the Authority's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the Authority's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays. Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project

Section 6.6 Show-up Pay.

6.6.1. Except as otherwise required by State law, employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

6.6.2. An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

6.6.3. When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Article 12, Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods. The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in the manner established in the applicable MLA.

Section 6.8 Make-up Days. To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the Contractor, including inclement weather or other natural causes, during the

regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the Authority or a Contractor or subcontractors, including economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce. The Authority, the PLA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein by any and all means necessary, whether such remedies are provided for in this Agreement or elsewhere in general or labor law.

Section 7.4 Expiration of Master Labor Agreements.

7.4.1. If the applicable MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractor affected:

(A) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to the Contractor will be no less favorable than

the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(B) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then the Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractor shall be solely responsible for any retroactive payment to its employees.

7.4.2. Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under Section 7.4.1.A above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under 7.4.1.B above. To decide between the two options, the Contractor will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to 7.4.1.A, above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the retroactivity option offered under 7.4.1.B, above.

Section 7.5 No Lockouts. The Contractor shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the Authority's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

7.6.1. If the Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the PLA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

7.6.2. If the Union contends that the Contractor has violated this Article, it will notify the Contractor and the PLA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of

Section 7.8. The PLA Administrator shall promptly order the involved Contractor to cease any violation of the Article.

Section 7.7 Withholding of services for failure to pay wages and fringe benefits. Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

7.7.1. fails to timely pay its weekly payroll; or

7.7.2. fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the Authority. The Union will meet with the Contractor within the ten (10) day period to attempt to resolve the dispute.

7.7.3. Upon the payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 7.8 Expedited Enforcement Procedure. Any Party, or the PLA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1. The Party invoking this procedure shall notify first Walt Daugherty and then Fred Horowitz (if Walt Daugherty is not available), who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the Party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery, email or overnight mail and will be deemed effective upon receipt.

7.8.2. Upon receipt of such notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Trades Council or the involved Union(s) and/or Contractor as required by Section 7.8.1, above.

7.8.3. The arbitrator shall notify the Parties of the place and time chosen for this hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend the hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

7.8.4. The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.

7.8.5. Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 7.8.4 of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or parties first alleging the violation.

7.8.6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

7.8.7. The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work. The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan. All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

8.2.1. If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas

Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences. As provided in Article 15, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT SERVICES

Section 9.1 Contractor and Authority Rights. The Contractor and the Authority have the sole and exclusive right and authority to oversee and manage Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the Contractor enumerated in this Agreement, the Contractors expressly reserve its management rights and all the rights conferred upon it by law. The Contractor's rights include the right to:

9.1.1. Plan, direct and control operations of all work;

9.1.2. Hire, promote, transfer and layoff employees, as deemed appropriate to satisfy work and/or skill requirements;

9.1.3. Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

9.1.4. Discharge, suspend or discipline its own employees for just cause;

9.1.5. Utilize, in accordance with Authority approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

9.1.6. Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific Authority Rights. In addition to the following and other rights of the Authority enumerated in this Agreement, the Authority expressly reserves its management rights and all the rights conferred on it by law. The Authority's rights (and those of the PLA Administrator on its behalf) include the right to:

9.2.1. Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

9.2.2. Require the Contractor to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

9.2.3. At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the Authority's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. In order to permit the Contractor and the Unions to make appropriate scheduling plans, the Authority will provide the PLA Administrator, and the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6;

9.2.4. Approve any work methods, procedures and techniques used by the Contractor whether or not these methods, procedures or techniques are part of industry practices or customs; and

9.2.5. Investigate and process complaints, through the PLA Administrator, in the matter set forth in Articles 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restriction by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the Public Contract Code and Labor Code as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The Authority and the PLA Administrator shall advise the Contractor of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties.

9.4.1. The Parties recognize that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and/or that it be installed under the supervision and direction of the Authority's and/or manufacturer's personnel. The Parties further recognize and agree that installation of manufactured items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or by employees of the vendor or manufacturer, or employees of a contractor designated by the vendor or manufacturer, where performance of the work by those employees is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such manufactured item or where the employees working under this Agreement lack the required skills to perform the work, provided the manufacturer, vendor, or designated contractor possesses any license required for the performance of the work. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty or guaranty requirement to the affected Union and the PLA Administrator prior to the commencement of work by the manufacturer, vendor, or designated contractor. This exclusion does not apply to any on-site construction work subcontracted by such manufacturer, vendor, or designated contractor. In the absence of a written warranty or guaranty, the Contractor responsible for performing the work will assign the work to the appropriate craft prior to the commencement of work.

9.4.2. The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

9.4.3. If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

10.1.1. This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the PLA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

10.1.2. The PLA Administrator, the Contractor, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3. The PLA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLAs, but not jurisdictional disputes or alleged violations of Sections 7.1 and 7.45 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the PLA Administrator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the PLA Administrator (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from a list composed of Fred Horowitz, Walt Daugherty, and Joe Gentile, on a rotational basis in the order listed. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the Contractor and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and the Contractor involved.

Section 10.3 Limit on Use of Procedures. The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The PLA Administrator (and the Authority, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the Contractor of all actions at Steps 2 and 3, and further, the PLA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Trades Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the Authority, the PLA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance. The Contractor shall comply with the state laws and regulation on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law. Should there be a finding by a Court or administrative tribunal of competent jurisdiction that the Contractor has violated federal and/or state law or regulation, the Authority, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage

obligations as enforced pursuant to DIR regulations), the Authority, and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

12.1.1. It shall be the responsibility of the Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Authority or the Contractor, whichever is most restrictive shall apply. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Authority.

12.1.2. Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the Authority. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3. The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

Section 12.2 Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable MLA unless superseded by the applicable prevailing wage determination.

ARTICLE 14 APPRENTICES

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the Authority, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The Authority and the Trades Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 Use of Apprentices.

14.2.1. Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

14.2.2. The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The Authority shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the PLA Administrator will work with the Trades Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

14.2.3. The Parties agree that apprentices will not be dispatched to the Contractor unless there is a journeymen working on a portion of the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

14.2.4. All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

ARTICLE 15 PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the Authority for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the PLA Administrator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 16 INTENTIONALLY LEFT BLANK

ARTICLE 17 SAVINGS AND SEPARABILITY

Section 17.1 Savings Clause. It is not the intention of the Authority, the PLA Administrator, the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 17.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the Authority to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the Authority, or such court order or statutory provision, the Parties agree that this Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 18 WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the

Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 19 AMENDMENTS AND AMBIGUITY

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 20 DURATION OF THE AGREEMENT

Section 20.1 Duration.

20.1.1. This Agreement shall be effective from the date signed by all Parties and shall remain in effect for an initial period of the first to occur of (a) five (5) years after the Authority's first award of a Construction Contract or (b) ten (10) years from the date of this Agreement. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

20.1.2. This Agreement may be extended by written mutual consent of the Authority and the Council for such further periods as the Parties shall agree to.

Section 20.2 Turnover and Final Acceptance of Completed Work.

20.2.1. Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the Authority by the Contractor and the Authority has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the Authority or third parties with the approval of the Authority, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Authority to engage and repairs or modifications required by its contract(s) with the Authority.

20.2.2. Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Authority and Notice of Completion is issued by the Authority or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the Authority pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the Authority, will be available from the PLA Administrator.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year above stated.

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: 
Bill Wiggins, President

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION TRADES
COUNCIL

By: 
Ron Miller, Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
Boilermakers (Local 92)
Bricklayers & Allied Craftworkers (Local 4)
Cement Masons (Local 600)
District Council of Laborers
Electricians (Local 11)
Elevator Constructors (Local 18)
Gunit Workers (Local 345)
Iron Workers (Reinforced – Local 416)
Iron Workers (Structural – Local 433)
Laborers (Local 300)
Operating Engineers (Local 12)
Operating Engineers (Local 12)
Operating Engineers (Local 12)
Painters & Allied Trades DC 36
Pipe Trades (Local 250)
Pipe Trades (Local 345)
Pipe Trades (Plumbers/Fitters Local 761)
Pipe Trades (Sprinkler Fitters Local 709)
Plasterers (Local 200)
Plaster Tenders Local (1414)
Roofers & Waterproofers (Local 36)
Sheet Metal Workers (Local 105)
Teamsters (Local 986)
Southwest Regional Council of Carpenters

Handwritten signatures and initials in blue ink, including names like Michael, Thomas, Tony, Steven, Ed, Mark, Dennis, Ronald, Gary, and others, some with circled initials.

EXHIBIT A

The work covered by this Agreement shall include the proposed Replacement Passenger Terminal Project, which is made up of four subset projects: (1) the Airside Project which includes the rehabilitation, replacement and/or development of the aircraft terminal ramp, taxi lanes, taxiway(s) and extensions, airfield service roads, and associated applicable airfield lighting and utilities and the development of the replacement Aircraft Rescue Firefighting Station/Airport Emergency Operations Center and associated utilities; (2) the Landside Project which includes the development of the terminal loop roadway system, connections to existing and future public roads and associated four story employee parking structure and seven story public parking structure, lighting and associated utilities; (3) the Passenger Terminal Project which includes the development of a 14-gate two-story replacement passenger terminal connecting to the aircraft terminal ramp and terminal loop roadway system, an air cargo/ground service equipment maintenance facility, associated ramp lighting, terminal lighting and utilities; and (4) the demolition of the current passenger terminal, air cargo facility, portions of existing taxiways and terminal ramps, four story parking structure, relocation and installation of the Airport Security perimeter fence and existing terminal loop roadways.

The attached drawings represent the scope of the Project.

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

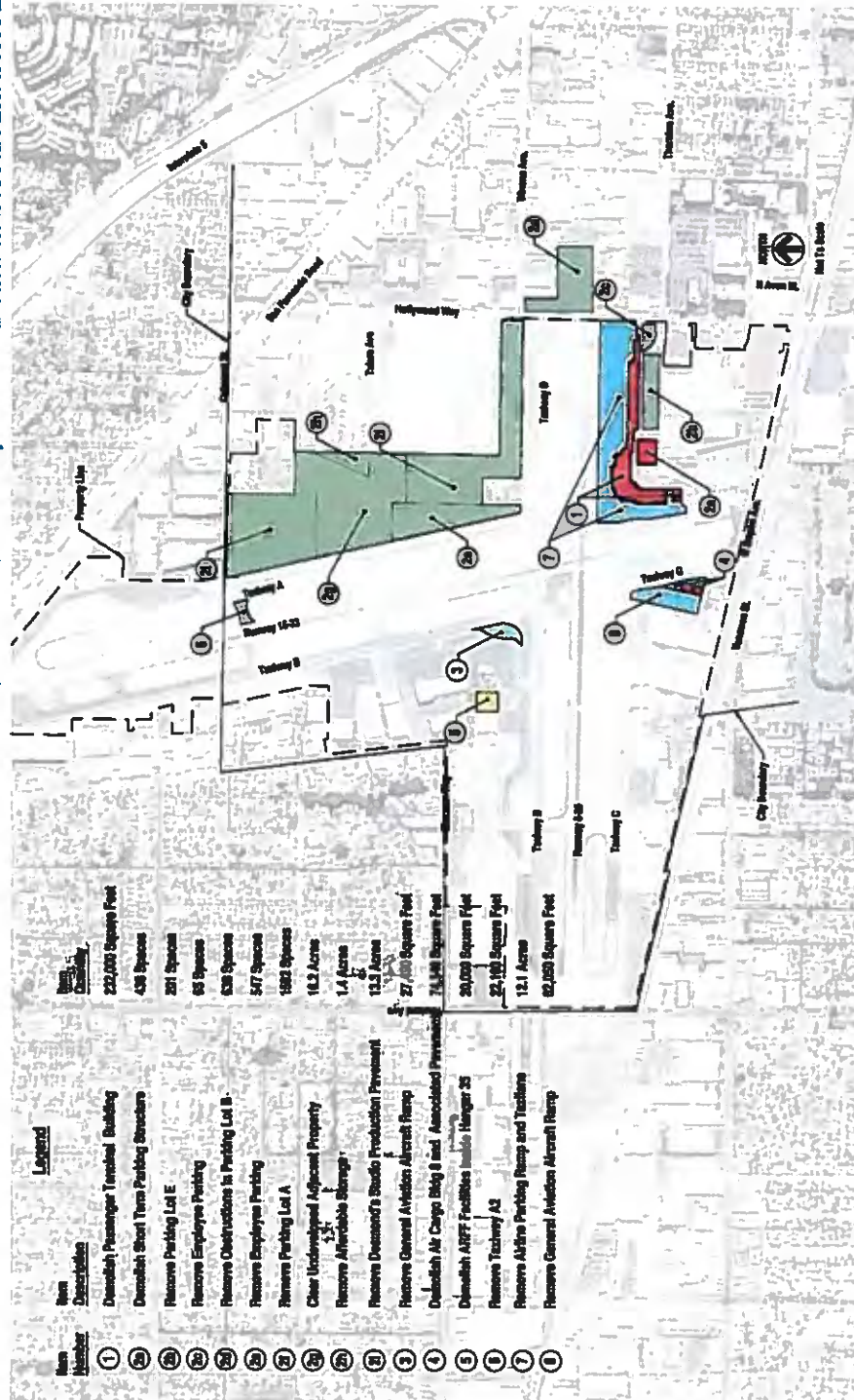


EXHIBIT 2
OVERALL DEMOLITION PLAN

Burbank-Glendale-Pasadena Airport Authority PLA

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

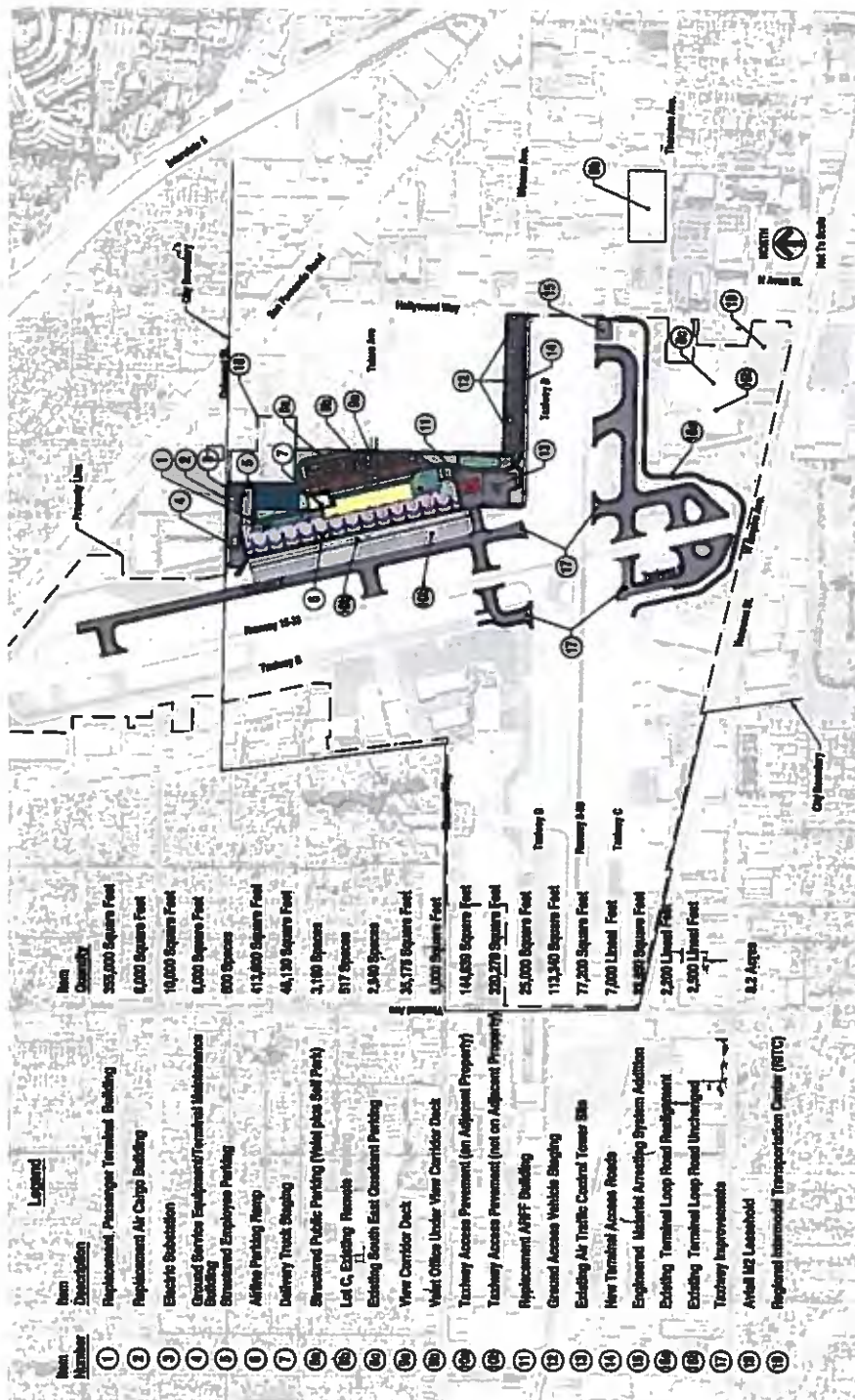


EXHIBIT 3A
OVERALL SITE PLAN

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

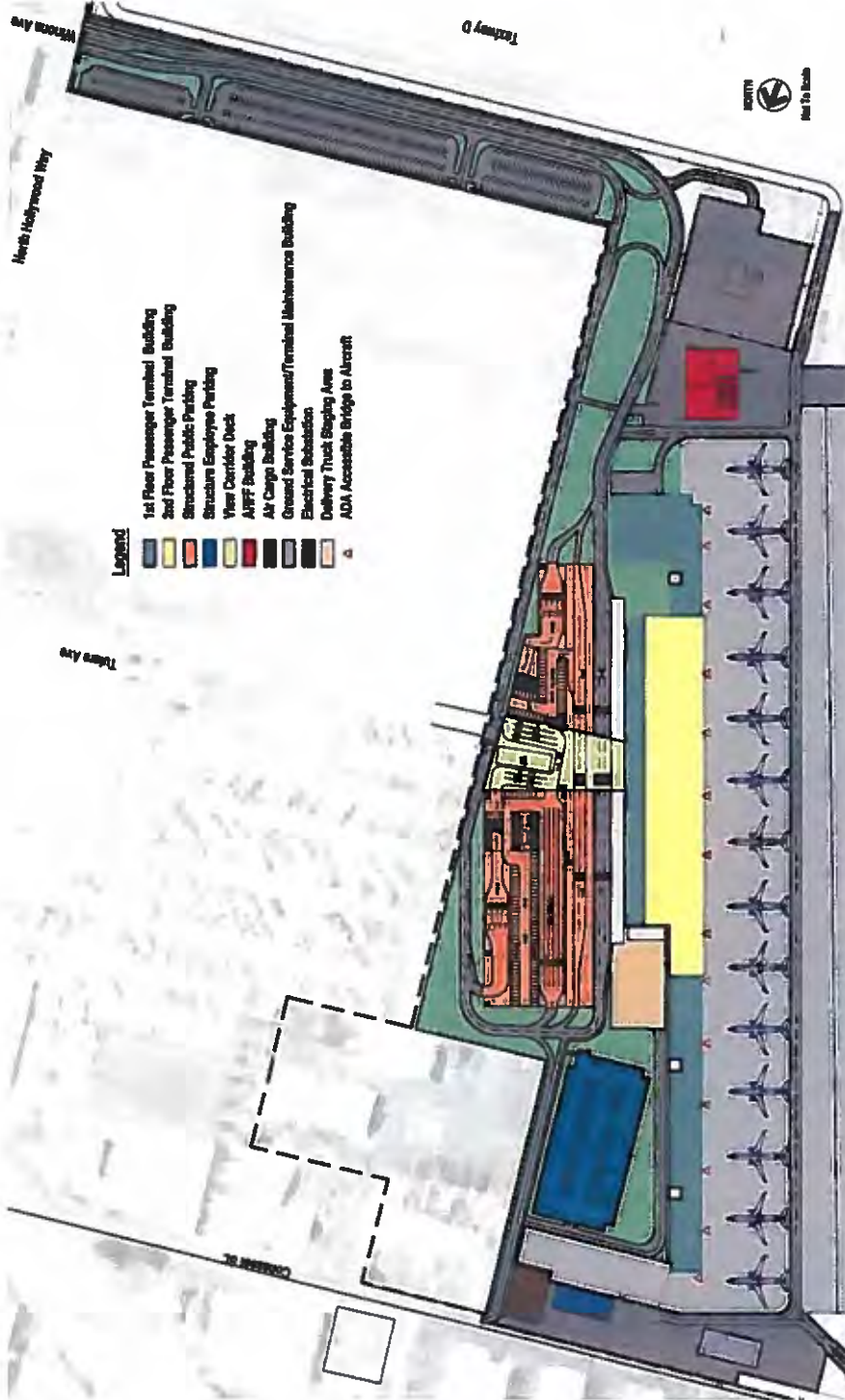


EXHIBIT 3B
SITE PLAN, 1 OF 2



EXHIBIT 3C
SITE PLAN, 2 OF 2

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE

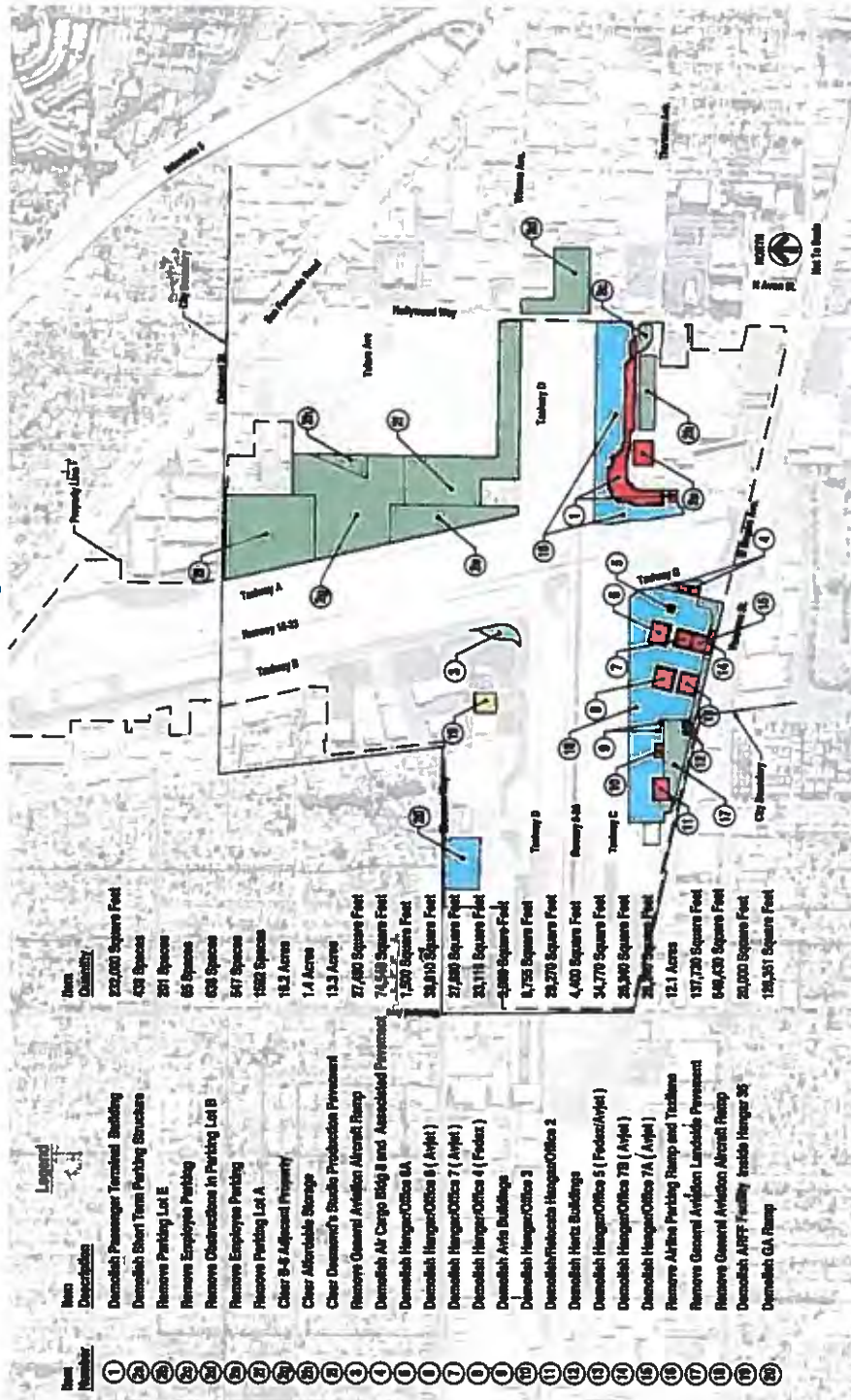
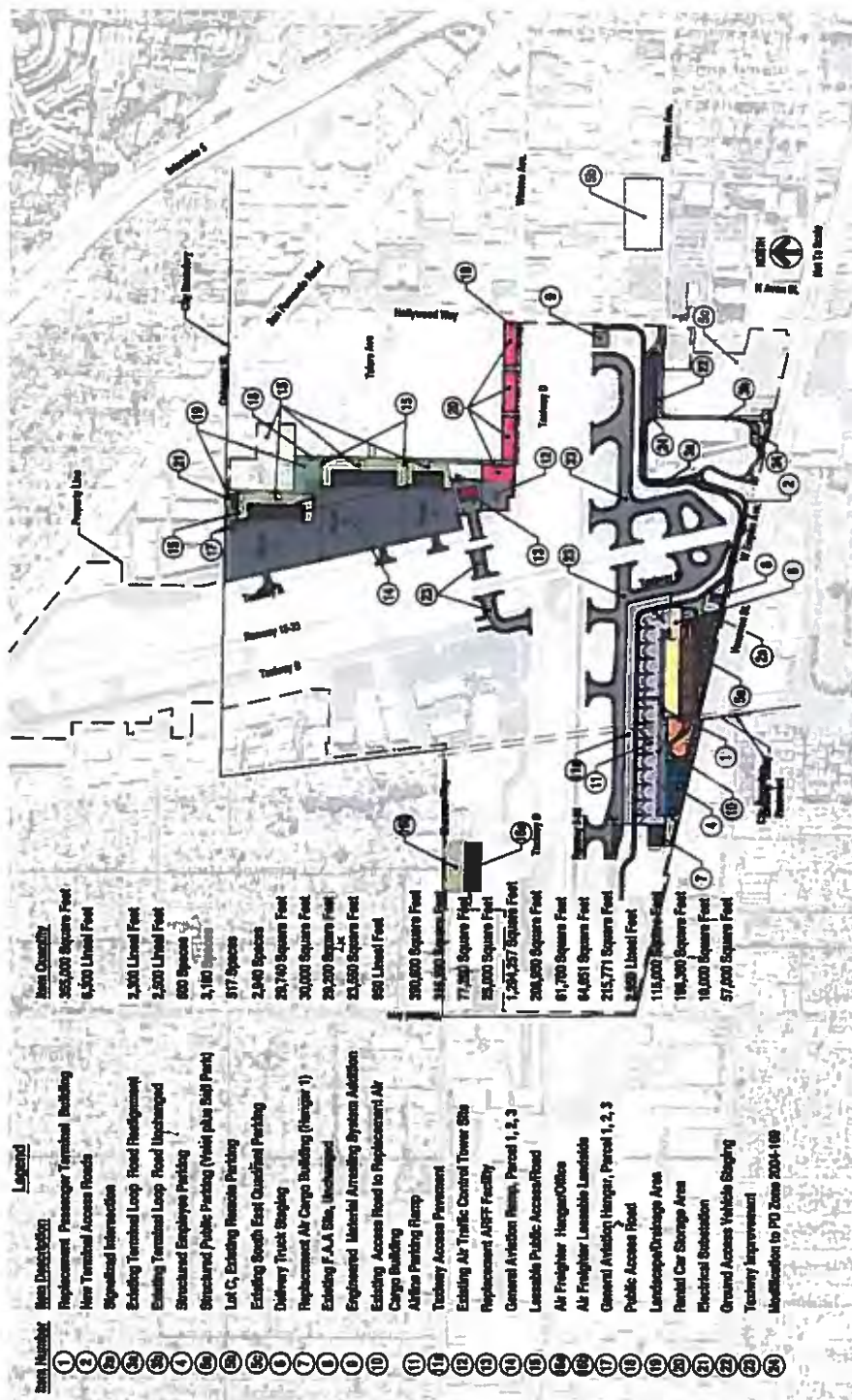


EXHIBIT 12
OVERALL DEMOLITION PLAN

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



**EXHIBIT 13A
OVERALL SITE PLAN**

[illegible]

EXHIBIT 13B
SITE PLAN, 1 OF 2

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



EXHIBIT 13C
SITE PLAN, 2 OF 2

ATTACHMENT A

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]
PLA Administrator
Burbank-Glendale-Pasadena Airport Authority
1234 Address
City, State, Zip Code

Attn: _____

Re: Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement –
Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement effective _____, 2016, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.: _____

[Copies of this letter must be submitted to the PLA Administrator and to the Trades Council
Consistent with Article 2, Section 2.5.2]

ATTACHMENT B
AREA RESIDENTS ZIP CODES

TIER 1 AREA RESIDENTS

Burbank, Glendale, Pasadena, and adjacent portion of Los Angeles

91501	91206	91114
91502	91207	91115
91503	91208	91116
91504	91209	91117
91505	91210	91121
91506	91221	91123
91507	91222	91124
91508	91225	91125
91510	91226	91126
91521	91101	91129
91522	91102	91182
91523	91103	91184
91526	91104	91185
91201	91105	91188
91202	91106	91189
91203	91107	91199
91204	91109	
91205	91110	

TIER 2 AREA RESIDENTS

Mid-Town, Studio City, Valley Village, Valley Glen, Van Nuys,
North Hollywood East and West, and Sun Valley

91601
91602
91604
91605
91606
91607
91352
91401

ATTACHMENT C

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY PLA CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement establishes a goal that 30% of the total work hours shall be from workers residing in those zip codes which include all of the cities of Burbank, Glendale and Pasadena, and residents of the portions of the City of Los Angeles in the vicinity of the Airport, specifically residents of the U.S. Postal Service zip codes on the list attached to the Project Labor Agreement as Attachment B, as well as Eligible Veterans, regardless of where they reside.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax #:** (____) _____ **Date:** _____

cc: PLA Administrator

From: Company: _____ **Issued By:** _____

Contact Phone (____) _____ Contact Fax: (____) _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Number of workers needed	Report Date	Report Time

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____

Address: _____

Report to: _____ **On-site Tel:** _____ **On-Site Fax:** _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:
Date worker was dispatched:
Is the worker referred a: (check all that apply)

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
AREA RESIDENT	Yes _____	No _____
ELIGIBLE VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

ATTACHMENT D

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement.

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the Project Labor Agreement. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the Project Labor Agreement, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f)(1) through 5(f)(3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant

or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of

muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the Project Labor Agreement.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum of Understanding shall constitute the only agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	GC/MS	0.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Pencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* SAMHSA specified threshold

** A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT – Enzyme Immunoassay

CC/MS – Gas Chromatography/Mass Spectrometry

**SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY ("Testing Policy for Drug Abuse"), shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

EXHIBIT K
Development Agreement

(attached)

EXHIBIT K

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT
TABLE OF CONTENTS

Section No.	Section Title
K-1	DEVELOPMENT AGREEMENT
K-2	COMMUNITY DESIGN CHARRETTE WORKSHOP SUPPORTING DOCUMENTATION

END OF TABLE OF CONTENTS

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THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510
Attention: City Clerk



This document is exempt from the payment of a recording fee
pursuant to Government Code Section 27383

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK
AND
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FOR THE REPLACEMENT TERMINAL PROJECT**

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK
AND
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 10th day of January, 2017 ("Execution Date"), by and between the CITY OF BURBANK, a charter city and municipal corporation (the "City"), and the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a joint powers agency (the "Authority"). The City and the Authority are from time to time hereinafter referred to individually as a "party" and collectively as the "parties."

RECITALS

A. The purposes of this Agreement are to: (i) give to the Authority a vested right to all City discretionary approvals needed for the Authority's Replacement Terminal Project (defined in Section 4.1 and the attached Exhibit C) at the Bob Hope Airport (the "Airport") subject to voter approval required by Burbank Municipal Code Section 2-3-112¹ ("Measure B"); and (ii) provide greater certainty and predictability in future relations between the parties.

B. The Authority is the owner and operator of the Airport, an approximately 555-acre airport serving scheduled air carriers from the existing 14-gate passenger terminal, general aviation, and military air operations. The majority of the Airport property, approximately 455 acres, is located within the City's jurisdictional boundaries. The Airport property located within the City's boundaries is depicted on the attached Exhibit A and legally described on the attached Exhibit B (the "Property"). The remainder of the Airport lies within the City of Los Angeles.

C. The Authority was formed in 1977 and currently operates the Airport pursuant to the September 15, 1991 "Amended and Restated Joint Exercise of Powers Agreement Among the Cities of Burbank, Glendale and Pasadena Creating an Agency to be Known as the Burbank-Glendale-Pasadena Airport Authority" (as amended, the "JPA"). Section 3 of the JPA sets forth certain powers and duties of the Authority, which include the powers "to acquire, operate, repair, maintain, improve and administer the Airport Facility, including, without limitation, the acquisition, development, operation, repair, maintenance, improvement, renovation, construction, reconfiguration and administration of the properties and facilities thereof, and ... all other powers enumerated in the [Joint Exercise of Powers Act, Government Code Section 6500 et. seq.] and California Government Code Section 6546.1, as the same now exists or may hereinafter be amended."

¹ "No approval by the City of Burbank of any agreement between the City and the Burbank-Glendale-Pasadena Airport Authority for a relocated or expanded airport terminal project, or any other discretionary act by the City relating to the approval of a relocated or expanded airport terminal project shall be valid and effective unless previously approved by the voters voting at a City election." (Measure B)

D. The parties executed a March 15, 2005 "Development Agreement Between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority Relating to the Bob Hope Airport" (as amended, the "2005 Development Agreement"). In the 2005 Development Agreement, among other things, the Authority agreed to neither construct nor take steps needed for the construction of a new or relocated passenger terminal building and the City agreed to not initiate a master plan, specific plan, and comprehensive plan or rezoning that would affect the location or development of a new or relocated passenger terminal building. The 2005 Development Agreement also recognized that the parties had established an informal working group to explore land use options for the Airport after expiration of such Agreement.

E. In furtherance of that joint and cooperative effort, the parties now desire to seek voter approval of the Replacement Terminal Project, which includes the replacement of the existing 14-gate 232,000 square-foot passenger terminal and adjacent four-level public parking structure with a new 14-gate 355,000 square-foot passenger terminal and new parking facilities for users of the terminal (public and employee). The Replacement Terminal Project also includes demolition of the existing passenger terminal and adjacent parking structure after construction is complete.

F. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature enacted Government Code Section 65864 et seq. (the "Development Agreement Statute"), which authorizes the City to enter into an agreement with any person or entity having a legal or equitable interest in real property to establish certain development rights regarding the development of such property.

G. Pursuant to Government Code Section 65865, the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements. Such rules and regulations are codified at Burbank Municipal Code Section 10-1-1997 et seq. (the "Development Agreement Ordinance"). This Agreement has been processed, considered, and executed in accordance with the Development Agreement Ordinance.

H. Through Municipal Code Section 10-1-201 et seq. (the "Zoning Ordinance"), the City has established regulations controlling the uses of land, the uses and locations of structures, the height and bulk of structures, the appearance of certain uses and structures, and other matters. Pursuant to Municipal Code Section 10-1-905, the City may establish in a development agreement an alternative development review method for structures erected in an Airport Zone. With the exception of two Planned Development zones (comprising approximately 31 acres) and two M-2 zoned parking lots, the remaining portion of the Property has an Airport Zone designation.

I. The Authority has concluded and represents that the terms of this Agreement are consistent with its obligations to the federal government set forth in grant agreements, including its obligations to operate the Airport, to maintain financial self-sufficiency, to preserve its rights and powers, and to pursue the Replacement Terminal Project in a manner that is reasonably consistent with local plans.

J. This Agreement encourages the development of the Replacement Terminal Project by providing the Authority with a great degree of certainty of its ability to economically and expeditiously complete the development effort. By entering into this Agreement, the City desires to give to the Authority, to the fullest extent possible under the law, a vested right to all City discretionary approvals needed for the completion of the Replacement Terminal Project, (collectively the "Project Approvals"), which includes this Agreement and the following:

(1) **CEQA Compliance.** The Replacement Terminal Project was analyzed and examined in a Final Environmental Impact Report (State Clearinghouse No. 2015121095) (the "EIR") prepared by the Authority as lead agency. At a duly noticed public hearing on July 11, 2016, the Authority Commission adopted Resolution No. 469, which certified the EIR in accordance with California Environmental Quality Act ("CEQA") Guidelines Section 15090, adopted findings in accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091, adopted a Statement of Overriding Considerations in accordance with CEQA Guidelines Section 15093, and imposed certain mitigation measures on its project approvals by adopting a Mitigation Monitoring Plan in accordance with CEQA Guidelines Section 15097, which mitigation measures are incorporated herein by reference. At a duly noticed public hearing on July 25, 2016, the Burbank City Council ("City Council") considered the information in the EIR prior to taking action on the Replacement Terminal Project, and adopted findings with respect to the environmental impacts of the Replacement Terminal Project.

(2) **Modification To Amended And Restated Grant of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property.** On August 1, 2016, following a duly noticed public hearing, the City Council approved a Modification to Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Easement Modification"). The Easement Modification maintains the existing prohibition on structures, construction or development projects to expand or enlarge the Airport on the Adjacent Property (defined in Article 1) until such time as the Authority records a memorandum memorializing its selection of a location for the replacement passenger terminal at the Airport. Additionally, the Easement Modification provides for certain other authorized uses, which uses are contingent upon the replacement passenger terminal location selected by the Authority. A copy of the Easement Modification is attached as Exhibit D.

(3) **Public Utilities Code Section 21661.6(e) Land Use Plan Amendments (Adjacent Property and A-1 North).** On July 25, 2016, following a duly noticed public hearing, the City Council adopted Resolution No. 16-28,870, which granted approval to the Authority under Public Utilities Code ("PUC") Section 21661.6(e) to modify the respective plans for the use of the Adjacent Property and the use of the A-1 North Property (defined in Article 1). A copy of Resolution No. 16-28,870 is attached as Exhibit E.

(4) **Planned Development Zone Amendments (Lot A and A-1 North).** On August 1, 2016, following duly noticed public hearings, and review and recommendation by the Burbank Planning Board (the "Planning Board"), the City Council

adopted Ordinance No. 16-3,882, which approved Planned Development zone changes for Lot A on the Adjacent Property and for the A-1 North Property (collectively the "PD Zoning"). The PD Zoning is consistent with the Burbank General Plan (the "General Plan"). A copy of Ordinance No. 16-3,882 is attached as Exhibit F.

(5) **Conditions of Approval.** Certain Project Approvals, as well as this Agreement, were approved subject to "Conditions of Approval," which, for purposes of this Agreement, shall also be considered included in any reference to the Project Approvals. The Conditions of Approval are set forth in the attached Exhibit G.

(6) **Alternative Development Review Method and Design Requirements.** The City Council approved an alternative development review method and certain design requirements for the Replacement Terminal Project. The alternative development review method and design requirements are set forth in Section 4.7 and the attached Exhibit H.

(7) **Project Design Features.** The Authority approved the Replacement Terminal Project subject to certain project design features set forth in the attached Exhibit I.

K. The City finds, and the parties agree, that the terms and provisions of this Agreement are consistent with the General Plan. Specifically, the permitted and planned use and development of the Property provide for orderly and controlled use and development consistent with the goals, policies, and other provisions of the General Plan.

L. On July 7, 2016, following a duly noticed public hearing, the Planning Board recommended that the City Council approve this Agreement.

M. On July 25, 2016, following a duly noticed public hearing, the City Council took the following actions: (i) as responsible agency, considered the EIR and the environmental effects of the Replacement Terminal Project as shown in the EIR, and made findings required by CEQA Guidelines Section 15091; (ii) made appropriate findings that the provisions of this Agreement are consistent with the General Plan; and (iii) introduced Ordinance No. 16-3,882 approving and authorizing the execution of this Agreement subject to its effectiveness being contingent upon ratification by Burbank voters at a Measure B election. On August 1, 2016, the City Council adopted Ordinance No. 16-3,882.

N. The City is considering, concurrently with this Agreement, approval of a JPA amendment concerning governance of the Authority as outlined in the attached Exhibit J, and the City is considering a ballot measure to comply with Measure B. The JPA amendment requires approval by the Cities of Glendale and Pasadena. This Agreement, the Easement Modification, and the JPA amendment are integral parts of the deal to give the Authority a vested right to construct the Replacement Terminal Project and give the City protection against future expansion of the Airport.

O. Over the course of the last two decades, the parties have disagreed about the extent to which the Zoning Ordinance, the City's other regulatory restrictions, and

PUC Section 21661.6 apply to the Property. The parties, however, agree that it is in their mutual interest to hold in abeyance any such disagreements (or potential legal claims and positions based upon such disagreements) for the Term of this Agreement (defined in Section 2.3). If the Authority does not commence the construction of a replacement terminal building pursuant to the Project Approvals and this Agreement, then the parties are no longer bound to hold in abeyance any such disagreements. Nothing contained herein is intended to: (i) constitute an acceptance of the other party's legal claims or positions on such matters; (ii) waive or estop a party from asserting those claims or positions during the Term in connection with matters not covered by this Agreement, or from asserting those claims or positions after the termination or expiration of this Agreement; or (iii) negate any prior waiver of those claims or positions.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the parties agree as follows:

ARTICLE 1

DEFINITIONS

"A-1 North Property" shall mean the portion of the Property identified as such on Exhibits A and B.

"Adjacent Property" shall mean the portion of the Property identified as such on Exhibits A and B.

"Authority" shall mean the Burbank-Glendale-Pasadena Airport Authority.

"Authority Executive Director" shall mean the Burbank-Glendale-Pasadena Airport Authority Executive Director or such person's designee.

"BMC" shall mean the Burbank Municipal Code.

"City" shall mean the City of Burbank.

"City Building Official" shall mean the Burbank Building Official or such person's designee.

"City Clerk" shall mean the Burbank City Clerk or such person's designee.

"City Manager" shall mean the Burbank City Manager or such person's designee.

"City Council" shall mean the Burbank City Council or such body's designee.

"Community Development Director" shall mean the Burbank Community Development Director or such person's designee.

"County" shall mean the County of Los Angeles.

"Effective Date" shall have that meaning set forth in Section 2.2.

"Existing Development Regulations" shall have that meaning set forth in Section 4.2(b).

"FAA" shall mean the Federal Aviation Administration.

"Force Majeure" shall have that meaning set forth in Section 13.2(a).

"JPA" shall have that meaning set forth in Recital C.

"Measure B" shall mean BMC Section 2-3-112.

"Planning Board" shall mean the Burbank Planning Board.

"Project Approvals" shall have that meaning set forth in Recital J.

"Project Design Features" shall mean the project design features set forth in Exhibit I.

"Property" shall have that meaning set forth in Recital B.

"PUC" shall mean California Public Utilities Code.

"Replacement Terminal" shall mean the newly constructed 14-gate passenger terminal of no more than 355,000 square feet to be sited on either the Adjacent Property or the Southwest Property pursuant to Section 4.1, Section 5.5, and Exhibit C.

"Replacement Terminal Project" shall have that meaning set forth in Section 4.1 and Exhibit C.

"Southwest Property" shall mean the portion of the Property identified as such on Exhibits A and B.

"Term" shall have that meaning set forth in Section 2.3.

"TSA" shall mean the Transportation Security Administration.

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 **Benefits; Consideration.** In consideration of the mutual benefits of providing certainty to each party as to the rights, duties, limitations and obligations of the other party with respect to the development and use of the Replacement Terminal Project during the Term, and in consideration of the mutual benefits to be derived from this Agreement, as more fully set forth in the Recitals, the parties have agreed to enter into this Agreement.

Section 2.2 **Effective Date.** This Agreement shall become effective, and the obligations of the parties shall be effective, upon the occurrence of both of the following: (i) the Los Angeles County Registrar-Recorder/County Clerk certifies the results of the November 8, 2016, Measure B ballot measure to the City Council and the City Council declares an affirmative Measure B vote resulting in the ratification of such ordinance and all other City discretionary approvals for the Replacement Terminal Project; and (ii) either (a) passage of 90 days following the affirmative Measure B vote without the filing of a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project; or (b) resolution of each such lawsuit by a court of competent jurisdiction in a final decision that upholds the challenged matter(s). If there is no such lawsuit, then the effective date shall be February 7, 2017. If there is such a lawsuit, then the effective date shall be the date on which a final decision of a court of competent jurisdiction has upheld the challenged matter(s). The City Clerk shall manually insert the effective date in the following blank space prior to recordation of this Agreement: (Effective Date is February 7, 2017.) If Burbank voters do not approve the Measure B ballot measure, or if a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project is sustained by a final decision of a court of competent jurisdiction and there is no appeal thereof, then Ordinance No. 16-3,882 and this Agreement will never become effective and shall have no force or effect and shall be considered to be void ab initio.

Section 2.3 **Term.** This Agreement shall have a term (the "Term") that commences on the Effective Date and extends to the earlier of the following dates:

- (a) That date which is twenty years after the Effective Date; or
- (b) That date agreed upon by the parties for an early termination of this Agreement; or
- (c) That date on which the Authority abandons or otherwise commits to construct a replacement passenger terminal on a location on the Property that is a different location from the Replacement Terminal Project described in Section 4.1 and Exhibit C of this Agreement.

Section 2.4 **Binding Effect; Covenants Run with the Land.** From and after the Effective Date, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective successors (by merger, reorganization, consolidation or otherwise), lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective successors, lessees, and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

ARTICLE 3

OBLIGATIONS OF AUTHORITY AND CITY

Section 3.1 **Obligations of Authority.** In consideration of the City's entering into this Agreement, the Authority agrees that it will comply with this Agreement, its Mitigation Monitoring Plan, the Project Approvals, and the Project Design Features. The parties acknowledge that the execution of this Agreement by the City is a material consideration for both the Authority's acceptance of, and agreement to comply with, the terms and conditions of this Agreement and the Project Approvals.

Section 3.2 **Obligations of City.** In consideration of the Authority's entering into this Agreement, the City agrees that it shall comply with this Agreement, and the City agrees that it shall act on all Authority applications pursuant to the Existing Development Regulations, subject to the terms, conditions and exceptions contained herein.

ARTICLE 4

VESTED RIGHT TO DEVELOPMENT OF REPLACEMENT TERMINAL PROJECT

Section 4.1 **Project Definition; Phasing Schedule.**

(a) Project Definition. The Replacement Terminal Project is defined as: the construction of a 14-gate 355,000 square-foot replacement passenger terminal, ancillary improvements including parking facilities (public and employee), a replacement airline cargo building, a ground service equipment maintenance building, and a replacement aircraft rescue and firefighting/police/emergency operations center building; demolition of the existing 14-gate 232,000 square-foot passenger terminal and adjacent existing four-level public parking structure; and, depending on the site of the replacement passenger terminal, relocation of some general aviation uses. The Replacement Terminal Project is more specifically described in Exhibit C. This Agreement approves the Adjacent Property and the Southwest Property as alternative, mutually exclusive, sites for the Replacement Terminal. The Authority is required to designate, and shall have absolute discretion to select, either of these sites, but not both, for the Replacement Terminal location in accordance with Section 5.5.²

(b) Phasing Schedule. The parties acknowledge that construction phasing for the Replacement Terminal Project will vary based upon, among other things, the Authority's selection of a Replacement Terminal location. The schedules below are

² This Agreement provides the Authority a vested right to construct either the Adjacent Property Full-Size Terminal development option or the Southwest Quadrant Full-Size Terminal development option evaluated in the EIR, even if the Authority chooses to build a replacement passenger terminal that is less than 355,000 square-foot in size. The Southwest Quadrant Same-Size development option evaluated in the EIR is not part of this Agreement.

illustrative only and the Authority shall have absolute discretion to construct the Replacement Terminal Project at any time during the Term.

CONSTRUCTION SCHEDULE/PHASING FOR THE ADJACENT PROPERTY 5 YEAR PROJECT		
DESCRIPTION	ANTICIPATED CONSTRUCTION DATE	PHASING YEAR(S)
Close Parking Lot A	2020-2023	Year 0-3
Construct Replacement Terminal and Parking Structures	2020-2023	Years 0-3
Construct Aircraft Rescue and Fire Fighting Station (ARFF)	2023-2025	Years 3-5
Construct Ground Service Equipment Maintenance Building and Air Cargo Building	2023-2025	Years 3-5
Demolish Existing Terminal and Parking Structure	2023-2024	Years 3-4
Demolish Air Cargo Building	2023-2024	Years 3-4
Close Parking Lots B and E	2023	Year 3
Relocate Perimeter Service Road and Security Fence	2023	Year 3
Extend Taxiways A and C	2024-2025	Years 4-5
CONSTRUCTION SCHEDULE/PHASING FOR THE SOUTHWEST PROPERTY 7 YEAR PROJECT		
DESCRIPTION	ANTICIPATED CONSTRUCTION DATE	PHASING YEAR(S)
Construct General Aviation	2018-2020	Years 0-2
Construct Air Freighter	2018-2020	Years 0-2
Demolish Existing General Aviation and Air Freighter	2020	Year 2
Construct Replacement Terminal and Parking Structures	2020-2023	Years 2-5
Construct Aircraft Rescue and Fire Fighting Station	2023-2025	Years 5-7
Construct Ground Service Equipment Maintenance Building and Air Cargo Building	2023-2025	Years 5-7
Demolish Existing Terminal and Parking Structure	2023-2024	Years 5-6
Demolish Air Cargo Building	2023-2024	Years 5-6
Close Parking Lots A, B and E	2023	Year 5
Relocate Perimeter Service Road and Security Fence	2023	Year 5
Extend Taxiways A and C	2024-2025	Years 6-7

Section 4.2

Vested Right; Applicable Land Use Regulations.

(a) Except as limited by Section 4.4, the Authority shall have the vested right: (1) to develop the Replacement Terminal Project in accordance with the Project Approvals, the Existing Development Regulations, and this Agreement; and (2) to the Existing Development Regulations applicable to the Replacement Terminal Project.

(b) For purposes of this Agreement, "Existing Development Regulations" shall mean: (i) the ordinances, resolutions, rules, regulations, and official policies of the City governing the permitted and conditionally permitted uses of the Replacement Terminal Project, the density and intensity of use of the Replacement Terminal Project, the rate and timing of development including permit and approval processing procedures, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the development of the Replacement Terminal Project; (ii) all other land use regulations applicable to the Replacement Terminal Project that are contained in the Project Approvals, the Existing Development Regulations not inconsistent with the Project Approvals, and this Agreement, which were in full force and effect as of the Effective Date.

(c) In the event of a conflict between the Existing Development Regulations, the Project Approvals and this Agreement, the terms of the Project Approvals shall prevail over the Existing Development Regulations, and the terms of this Agreement shall prevail over both the Project Approvals and the Existing Development Regulations. The Authority's vested right to develop the Replacement Terminal Project shall include the right, if necessary, to rebuild the Replacement Terminal Project if damaged from a Force Majeure.

Section 4.3

Conflicting Enactments.

Except as provided in Section 4.4, after the Effective Date, any newly enacted law or change in or to the Existing Development Regulations that would, absent this Agreement, otherwise be applicable to the Replacement Terminal Project and which would conflict in any way with or be more restrictive than the Existing Development Regulations ("Conflicting New Law"), regardless of the manner in which the same is enacted and regardless of whether enacted by a legislative body or other means, shall not be applied by the City to the Property. A Conflicting New Law shall include any new enactment that: (i) limits, reduces or otherwise changes the use, density, intensity or timing of the development of the Replacement Terminal Project; (ii) imposes new categories of development impact fees; (iii) imposes new discretionary review processes or procedures which do not presently apply to the Replacement Terminal Project; (iv) alters existing discretionary review processes or procedures not otherwise applicable to the Replacement Terminal Project in such a manner that they would apply to Replacement Terminal Project; or (v) increases the number of required parking spaces or affects the number of parking spaces permitted by this Agreement. The Authority, in its sole discretion, may give the City written notice of its choice to have a Conflicting New Law applied to the Property, in which case such Conflicting New Law shall be deemed to be an Existing Development Regulation.

Section 4.4 **Reservation of City's Power to Regulate.** This Agreement shall not preclude the City or Burbank voters, by subsequent action, from enacting or imposing any new law that does not conflict with the Project Approvals, Existing Development Regulations or this Agreement ("Non-Conflicting New Law"). Further, the following whenever enacted shall apply to the development and use of the Replacement Terminal Project:

(a) **Uniform Codes.** Uniform building, electrical, mechanical, fire and similar codes based upon uniform codes (including any City amendments) adopted in, or incorporated by reference into the BMC, as may be enacted or amended thereafter and as in effect on a citywide basis.

(b) **Application Processing Fees.** Application processing fees and charges imposed by the City on a citywide basis, and in accordance with the Mitigation Fee Act (Government Code Section 66000 et seq.), to cover the estimated reasonable cost to the City of processing applications under the Existing Development Regulations.

(c) **Utility Fees.** Standard and non-discriminatory utility fees and other related utility rates, including, but not limited to, hook-up charges and aid-in-construction fees, in accordance with the applicable electrical or water rates and rules in effect at the time of application for service. Notwithstanding the preceding sentence, the City shall afford the Authority the opportunity to negotiate preferential utility rates comparable to those charged to similarly situated large users.

(d) **Federal, State, County, and Multi-Jurisdictional Laws and Regulations.** Federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Property or the Authority. If the applicable federal, state, county, or multi-jurisdictional law or regulation precludes compliance with one or more of the provisions of this Agreement or is inconsistent with any of the Project Approvals, then such provisions of this Agreement or Project Approvals shall be modified or suspended as may be necessary to comply with such federal, state, county, or multi-jurisdictional law or regulation.

(e) **Citywide Public Health and Safety Regulations.** Citywide public health and safety regulations that may be in conflict with the Project Approvals or the Existing Development Regulations but which are necessary to protect the public from an immediate threat to the public health and safety that meets all of the following criteria: (i) arises after the execution of this Agreement; (ii) does not arise from either development at the Airport consistent with the terms of this Agreement or operations of the Airport that are typical of operations at commercial airports; and (iii) does not regulate aircraft noise or aircraft emissions. In the event the City adopts a citywide public health and safety regulation which the Authority believes will have an adverse effect on the Authority and its rights and benefits from this Agreement, then, upon request of the Authority, the City Manager and the Authority Executive Director shall meet to discuss the effects of the regulation on the Authority and the applicability of the regulations to the Authority under this Agreement. By discussing the applicability of the regulations, neither party waives any remedies under this Agreement or at law or in equity.

Section 4.5

Impact Fees; Demolition Credits.

(a) **Impact Fees.** The Authority shall pay the City's Community Facilities Fees, also known as impact fees, which are in effect at the time of issuance of any building permit for the Replacement Terminal Project. These fees are applicable whether or not the City or some other entity is acting as the building official and issuing building permits for the Replacement Terminal Project. Such fees shall be payable at the time of building permit issuance. Any new categories of impact fees enacted after the effective date of this Agreement shall be considered to be a Conflicting New Law as to the Replacement Terminal Project only, but not as to future projects on the Property.

(b) **Demolition Credits.** The City shall treat certain demolition work required for the Replacement Terminal Project as eligible for the City's demolition credit program pursuant to this Section and BMC Section 10-1-2211, even though some of the demolition is being done after construction. The anticipated demolition credit will be calculated by the Authority in consultation with the City Building Official. The City shall refund the demolition credit portion of the fees paid by the Authority upon the completion of all demolition eligible for the credit. This anticipated demolition credit is subject to the following conditions: (i) demolition of the existing terminal and adjacent parking structure shall occur no later than one year after opening the Replacement Terminal to the public; (ii) once demolition of the final structure eligible for the credit has occurred, the City shall refund the full amount of the eligible demolition credit to the Authority within 30 days of written notification by the Authority and verification by the City Building Official; and (iii) credits are available only if the entire Replacement Terminal Project is constructed in accordance with Section 4.1 and Exhibit C; no partial demolition credits shall be given. Furthermore, if demolition of the existing terminal fails to occur within the time set forth in this Section, the Authority shall not be entitled to any demolition credit and the Authority's failure to demolish the same shall be a material breach of this Agreement.

Section 4.6

Airport Zone Permitted Uses.

(a) The existing City Use List (BMC Section 10-1-502) specifies Airport Zone permitted uses including:

- (1) "Aircraft fabrication, testing, servicing."
- (2) "Aircraft landing fields, for aircraft, helicopters, runways, control towers, etc."
- (3) "Air passenger facilities."
- (4) "Wireless Telecommunications Facilities pursuant to BMC section 10-1-1118."

(b) The parties desire to document the City's interpretation of such Airport Zone permitted uses, and such interpretation shall be the official interpretation for the Term. The following uses are included within the definitions of such Airport Zone permitted uses:

- (1) Aircraft fabrication, testing, servicing, specifically including the following:
 - (A) Aircraft modification.
 - (B) Aircraft engine and engine run-up testing.
 - (C) Aircraft maintenance.
- (2) Aircraft landing fields, for aircraft, helicopters, runways, control towers etc., specifically including the following:
 - (A) Aircraft hangars.
 - (B) Aircraft ramps.
 - (C) Aircraft runways.
 - (D) Aircraft runway safety areas.
 - (E) Aircraft taxiways.
 - (F) Aircraft taxiway safety areas.
 - (G) Aircraft service roads.
 - (H) Aircraft perimeter fences and barriers.
 - (I) Aircraft fueling facilities.
 - (J) Aircraft ground service equipment maintenance facilities.
 - (K) Air cargo facilities and ancillary uses.
 - (L) Emergency response facilities such as fire and police facilities.
 - (M) Airport navigation aids, radar, communications and surveillance equipment.
 - (N) Air traffic control towers and associated navigation aids, radar, communications and surveillance equipment operated by the FAA.
- (3) Air passenger facilities, specifically including the following:

- (A) Airline ticket counters, airline or Authority offices, passenger and baggage screening, signage, and use of corridor space.
- (B) Airport-related vehicle parking.
- (C) Car rental facilities and associated incidental uses (including car wash, marshalling, fueling, and maintenance facilities).
- (D) Concessions for food and beverages (including alcoholic beverages), personal services, retail sales, and incidental commercial uses.
- (E) General aviation facilities including passenger lounges, pilot lounges, Authority or general aviation provider offices, and incidental commercial uses normally associated with general aviation facilities such as catering or ground transportation.
- (F) Law enforcement facilities.

(c) The Community Development Director in his/her sole discretion may interpret the Airport Zone permitted uses to include other compatible uses ("New Interpretation"). Any New Interpretation will not be effective until after 30 days' notice to the City Council and posting in the same manner as agendas. If any member of the City Council requests consideration of such New Interpretation within the 30-day notice period, then the New Interpretation will not be effective unless there is a final determination by the City Council affirming the Community Development Director's interpretation. In the event a City Council member requests consideration of a proposed New Interpretation, staff will agendize the matter for City Council discussion within 30 days of such request.

Section 4.7 **Design Requirements.**

(a) Community Input. The Authority shall provide written notice to every City household and to the City Council announcing the public design process for the Replacement Terminal and parking structures (public and employee) including a schedule of community meeting dates. The Authority shall advertise at a minimum in print, social media and web sites any of these required community meetings at least two weeks prior to any such meeting. No final design decision by the Authority that will be the basis for construction plans for the Replacement Terminal and parking structures (public and employee) may occur except at a noticed public hearing.

(b) Specific Requirements. The specifics of the design values, design standards, and design process for the Replacement Terminal and parking structures (public and employee) are set forth in the attached Exhibit H.

Section 4.8

Building Official Duties.

(a) Building Permit Applications. The City shall either through its own actions, or by contract authorize another entity or contractor ("Issuing Entity") to comply with this section. Upon submission by the Authority of all appropriate applications and processing fees for any demolition permit, grading permit, building permit, other development permit, or certificate of occupancy for the Replacement Terminal Project (collectively, the "Application"), the City shall promptly commence and diligently complete all steps necessary to act on the Application, including the approval of the Application to the extent that it complies with this Agreement and the Existing Development Regulations.

(b) Building Permit Review; Certificate Submission. The issuance of any permit or certificate of occupancy in response to an Application is deemed ministerial. The City or Issuing Entity may deny an Application only if the Application does not comply with this Agreement and the Existing Development Regulations. The City, upon satisfactory completion by the Authority of all required administrative procedures, actions and payments of appropriate processing fees, if any, shall, in a timely fashion, proceed to complete all required steps necessary for the implementation of this Agreement and the development by the Authority of the project site. Prior to each request for a building permit, the Authority shall provide the City with a compliance certificate ("Compliance Certificate") in a form created by the Authority and approved by the City Manager, which shall describe the Application's consistency with the Project Approvals and this Agreement. The Compliance Certificate shall be distributed to relevant City departments for review and concurrence. The City shall use its best efforts to complete any ministerial review within 30 days of receipt of a completed Application from the Authority (and receipt of a completed Compliance Certificate if the Application is for a building permit).

(c) Transfer of Building Official Duties. Notwithstanding any other provision of this Agreement (including Article 10), if the Authority determines that the City has failed to process an Application in accordance with Section 4.8(b), then by notice to the City the Authority may require that the disputed matter be submitted to the Building Official from the City of Santa Ana, City of Santa Clarita, or City of Thousand Oaks ("Other Building Official") for nonbinding mediation. The Authority will choose which of the three building officials shall serve as the Other Building Official based on soonest availability.

Upon receipt of the request, the Other Building Official shall, within fourteen (14) days, hold an informal meeting with representatives of the City and Authority to review the disputed matter and obtain input, and within ten (10) days after that meeting, render a decision on the dispute. If the Other Building Official finds that the City is not in compliance with Section 4.8(b), then the Other Building Official also shall identify the action(s) that must be taken for the City to be in compliance. If the City fails to take such action(s) within 14 days, then the Authority may require the City to transfer building official duties for the Replacement Terminal Project to Los Angeles County pursuant to the City's June 1, 2012 General Services Agreement with the County or any successor contract.

After completion of the nonbinding mediation process set forth in this Section, the Authority shall have the right to seek judicial review of the City's alleged

failure to process an Application in accordance with Section 4.8(b) and, if applicable, the City's failure to transfer building official duties in accordance with this Section 4.8(c).

(d) **Intent.** The intent of the parties, if there is a transfer of Building Official duties, is that the County, acting as Issuing Entity, would hire outside inspectors, with the City's approval, to perform all building official duties, including all plan check duties, all building related inspections (including electrical and plumbing inspections) and issuance of all permits and certificate of occupancies as to all construction and demolition related permits for all structures which are part of the Replacement Terminal Project. The County will manage the outside building contractors. The City will work closely with the outside contractors hired by the County to assist where necessary, so that construction of the Replacement Terminal Project can occur in an expeditious manner.

(e) **Fees.** The use of an outside contractor or other outside Issuing Entity (i.e., the County), will not relieve the Authority from paying all normal and customary permits fees to the City, as well as the cost of such outside Issuing Entity and any of such entity's fees. All costs required by the Issuing Entity and outside consultants shall be paid for by Authority prior to the commencement of any work by such outside Issuing Entity. If the Authority has required that building official duties for the Replacement Terminal Project be transferred to Los Angeles County pursuant to Section 4.8(c), and if the Authority has already paid the full amount of standard building permit fees to the City, then the City shall make a good faith effort to contract with the County on a time and materials basis to minimize the extent to which the Authority is required to pay duplicate fees.

Section 4.9 **Construction of Replacement Terminal Project.** Nothing in this Agreement shall be construed as requiring the Authority to develop the Replacement Terminal Project or any phase thereof, or to do so in any particular time frame, except as provided in this Agreement, and any failure to develop the Replacement Terminal Project or any phase thereof shall not be deemed a default by the Authority of the obligations set forth in this Agreement. Notwithstanding the preceding, if Authority begins construction of the Replacement Terminal, then any failure by the Authority to complete the demolitions specified in Section 4.1 and Exhibit C shall be deemed a default by the Authority.

Section 4.10 **Dedications.** The City shall not require a fee simple dedication by the Authority of any real property as a condition of the Replacement Terminal Project. This section shall not bar the City from requiring easements on Authority real property where easements are required to allow the City to provide required improvements (including sidewalk improvements) or utilities.

ARTICLE 5

OTHER OBLIGATIONS

Section 5.1 **Maintenance of Object-Free Area and Building Restriction**
Line. The Authority shall not construct on the southeast quadrant of the Airport in the

area identified in the attached Exhibit K any new buildings or structures unless such construction is consistent with standards set forth in FAA or TSA regulations, orders, and advisory circulars applicable from time to time. The Authority shall not seek a modification or waiver from the FAA or TSA of any such standards. This obligation shall survive expiration of this Agreement.

Section 5.2 **Curfew Legislation.** The parties shall continue to support legislation that authorizes the lawful imposition of the mandatory curfew that was sought by the Authority's application under 14 C.F.R. Part 161 to the FAA, which is set forth on the attached Exhibit L.

Section 5.3 **Acknowledgment of Grandfathered Properties.**

(a) The City acknowledges that the Authority is not obligated to obtain City approval pursuant to PUC Section 21661.6 for Airport Zone permitted uses of APN 2466-10-906 (Air Traffic Control Tower Site). The City shall not require the Authority to process a PUC Section 21661.6 land use plan application to authorize any use of or to change the use of this property. This acknowledgement shall survive the termination or expiration of this Agreement.

(b) The Authority and City disagree as to whether PUC Section 21661.6 applies to APN 2466-19-904 (C-1 Site) and APN 2466-11-904 (portion of Northwest Quadrant near T-Hangars) and requires submittal of a plan to City for approval pursuant thereto. The parties agree that it is in their mutual interest to hold in abeyance any such disagreements (or potential legal claims and positions based upon such disagreements) for the Term, but only if the Authority complies with the terms of this Agreement and does not construct the Replacement Terminal on a site other than as specified in Section 4.1 and Exhibit C and does not construct the Southwest Quadrant Same-Size Terminal development option evaluated in the EIR. Nothing contained herein is intended to: (i) constitute an acceptance of the other party's legal claims or positions on the applicability of PUC Section 21661.6; (ii) waive or estop a party from asserting those claims or positions during the Term in connection with matters not covered by this Agreement, or from asserting those claims or positions after the termination or expiration of this Agreement; or (iii) negate any prior waiver of those claims or positions. For the Term, so long as Authority is in compliance with this Agreement and does not construct the Replacement Terminal on a site other than as specified in Section 4.1 and Exhibit C and does not construct the Southwest Quadrant Same-Size Terminal development option evaluated in the EIR, the City will not assert its authority, if any, pursuant to PUC Section 21661.6 over APN 2466-19-904 (C-1 Site) and APN 2466-11-904 (portion of Northwest Quadrant near T-Hangars).

Section 5.4 **Covenant of Cooperation.** No party shall do anything which shall have the effect of materially harming or injuring the right of the other party to receive the benefits provided for in this Agreement. Each party shall refrain from doing anything which would render its performance under this Agreement impossible. Each party shall do everything which this Agreement contemplates that such party shall do in order to accomplish the objectives and purposes of this Agreement. The parties shall cooperate

and deal with each other in good faith, and shall assist each other in the performance of the provisions of this Agreement.

Section 5.5 **Authority Designation of Replacement Terminal Location.**

The Easement Modification authorizes the Authority to formally designate either, but not both, the Adjacent Property or the Southwest Property as the location for the Replacement Terminal. If such selection is made during the Term, as provided in the Easement Modification, then the Project Approvals and Conditions of Approval relevant to the selected site shall be applicable to the Replacement Terminal Project. Consistent with the provisions of the Easement Modification, this Agreement authorizes only one site for the Replacement Terminal. If a selection is not made pursuant to the Easement Modification during the Term, then this Agreement shall expire without the development of the Replacement Terminal Project. Once a site is designated, nothing herein precludes the Authority from constructing a replacement terminal up to 355,000 square feet or less.

Section 5.6 **Transient Parking Tax.** The City shall not seek or support voter approval for an increase in the transient parking tax above 15% prior to the Replacement Terminal being opened.

ARTICLE 6

SCOPE OF CITY LAND USE POWERS OVER AIRPORT ZONED PROPERTY

Section 6.1 **Intent.** During the last ten years, the parties had agreed to peaceably disagree about the extent of the City's land use powers on Airport-zoned property in the City of Burbank. Similar to the agreement memorialized in the 2005 Development Agreement, the parties agree that it is in their mutual benefit to hold in abeyance any such disagreement (or potential legal claims and positions based upon such disagreements) for the Term. Nothing contained herein is intended to: (i) constitute an acceptance of the other party's legal claims or positions on such matters; (ii) waive or estop a party from asserting those claims or positions during the Term in connection with matters not covered by this Agreement during the Term, or from asserting those claims or positions after the termination or expiration of this Agreement; or (iii) negate any prior waiver of those claims or positions.

Section 6.2 **Vested Rights to Zoning Ordinances and General Plan Land Use Designations.** The Authority has vested rights in the zoning designations and General Plan land use designations applicable to the Property on the Effective Date. The City shall interpret Airport Zone permitted uses in the manner set forth in Section 4.6 and such interpretation shall be vested in the Property during the Term. The City further agrees not to impose any development standards or design requirements in the Airport Zone (or applicable to that zone) as to the Property, except that the standards and requirements in Section 4.7 and Exhibit H shall apply to the Property and the Replacement Terminal Project during the Term. The City further agrees to not apply any historic resource designation or historic district designation to the Property without the Authority's consent. During the Term, the City further agrees to not amend or repeal the Property's General Plan land use designations or zoning designations. The Authority

may waive this Section by submitting an application for a zoning amendment, historic resource designation, historic district designation, or general plan amendment.

Section 6.3 **Airfield Improvements.** This Agreement does not require the Authority to obtain any ministerial or discretionary approvals from the City for the construction and/or maintenance of airfield improvements that are subject to the operational control of, and approval by the FAA, including runway and taxiway construction, rehabilitation and maintenance projects.

ARTICLE 7

AMENDMENT

Section 7.1 **Minor Amendment of Project Approvals.** The Project Approvals may be amended or modified, from time to time, in the following manner:

(a) Upon the written request of the Authority, the Community Development Director shall determine: (1) whether the requested amendment or modification (the "Modification Request") is Minor, as determined by the Community Development Director in his or her sole discretion; and (2) whether the Modification Request is consistent with this Agreement. If such revisions do not result in any new, significant, or potentially significant environmental impacts not studied in the EIR, and if the Community Development Director determines that the Modification Request is in substantial conformance with this Agreement, then the Modification Request shall be approved by the Community Development Director as an "Administrative Amendment" without a public hearing. In such event, this Agreement and its pertinent exhibits shall be automatically amended without further action by the parties; however, the parties shall record of a Memorandum of Administrative Amendment.

For purposes of this section, the term "Minor" shall not include any amendment that affects or relates to: (i) the Term and uses that are not allowed in Section 4.6; (ii) reservation or dedication of land; (iii) application processing, (iv) monetary contributions; (v) Conditions of Approval to which the Community Development Director is not authorized by those Conditions or otherwise to make minor amendments; (vi) increase of the number of gates; or (vii) number of parking spaces. Any amendment for the aforementioned shall be processed as a major amendment, as set forth below.

(b) Notwithstanding the foregoing, no Administrative Amendment will be effective until after 30 days' notice to the City Council and posting in the same manner as agendas. If any member of the City Council requests consideration of such Administrative Amendment within the 30-day notice period, then the Administrative Amendment will not be effective unless there is a final determination by the City Council affirming the Community Development Director's determination that the Modification Request warranted treatment as an Administrative Amendment. In the event a member of the City Council requests consideration of a proposed Administrative Amendment, staff will agendize the matter for City Council discussion within 30 days of such request. This 30-day notice provision shall not apply to time-sensitive decisions during construction. In

such a case, time-sensitive Administrative Amendments will be effective upon approval by the Community Development Director, and the City Council shall be given notice following the Community Development Director's decision. Notwithstanding the foregoing, whenever possible, in the interest of expediting the Replacement Terminal Project for the benefit of both the Authority and the City, the City shall use its best efforts to make all determinations regarding a Modification Request as stated herein, in a prompt fashion as time is of the essence.

(c) The City Manager on behalf of the City, and the Authority Executive Director on behalf of the Authority, may enter into any implementing agreements, ancillary agreements or discretionary actions necessary to carry out or comply with the Project Approvals and this Agreement. Any such agreements and actions are not subject to a Measure B vote.

Section 7.2 **Major Amendment of This Agreement.** This Agreement may be amended from time to time by mutual consent of the parties in accordance with Government Code Sections 65867, 65867.5, and 65868. This amendment process may be subject to a Measure B election.

ARTICLE 8

COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 8.1 **Defense Obligation.** If a third party initiates an administrative or judicial proceeding challenging the execution of this Agreement, the legality of this Agreement, or any actions taken to comply with this Agreement (except for CEQA related challenges), then the parties shall take the following actions:

(a) Defend vigorously this Agreement, the authority of either of the parties to execute this Agreement, or any action to comply with this Agreement, and oppose and defend against any attempt to prevent either of the parties from performing any of the requirements contained in this Agreement.

(b) Prosecute fully such defense or opposition set forth above and, if the judicial, administrative or other action proceeding is not dismissed voluntarily, obtain a final order or decision from the judicial, administrative, or other decision maker.

Section 8.2 **Support Obligation (for Non-CEQA Challenges).** Each of the parties shall support any request by the other to intervene or participate in any such judicial, administrative or other action or proceeding. Each of the parties promptly shall provide the other with a copy of any correspondence, complaint, filings, pleadings, court orders or other non-privileged writing concerning an administrative or judicial proceeding or action described herein.

Section 8.3 **Expenses (for Non-CEQA Challenges).** Each of the parties shall be responsible for its expenses incurred in defending against any third-party challenge, except for an action relating to CEQA.

Section 8.4 **CEQA Challenges**. As to any action that relates to or involves a challenge related to CEQA, the Authority shall defend and indemnify the City against the CEQA challenge. Such defense shall be provided by counsel selected by the Authority and approved by the City, which approval shall not be unreasonably withheld.

ARTICLE 9

REVIEW FOR COMPLIANCE

Section 9.1 **Annual Review**.

(a) On or before the first anniversary of the Effective Date, and on or before each anniversary date during the Term, the City shall independently review the good faith compliance by the Authority with the terms of this Agreement. The Authority shall provide annually, on written request by the City, a written report indicating: (i) whether the Authority is complying in good faith with the terms of the Agreement; and (ii) a summary of development and mitigation planned, undertaken or completed as authorized or required by the Agreement. The City's review of the Authority's compliance shall be conducted by the Community Development Director and shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1, provided that, if the Authority or City Council imposes a mitigation monitoring or reporting program pursuant to CEQA which is to be completed simultaneously with the annual review of this Agreement, then the scope of the annual review may include the status of implementation of ongoing mitigation measures that are the Authority's responsibility pursuant to the EIR.

(b) At the conclusion of this review, the Community Development Director shall in writing make findings and determinations, on the basis of substantial evidence in the record, if the Authority has not complied in good faith with the terms of this Agreement. If the Community Development Director finds and determines that the Authority has not complied with such terms, then the City may send notice of apparent default pursuant to this Agreement.

(c) The City shall deliver to the Authority a copy of all public staff reports and public documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning the Authority's performance hereunder, at least 20 days prior to any such periodic review.

(d) In the event that the City fails to either conduct the annual review or notify the Authority in writing (following the time during which the review is to be conducted) of the determination as to the Authority's compliance or noncompliance with the terms of this Agreement and such failure remains uncured as of 60 days following the anniversary of the Effective Date in any year during the Term, then such failure shall be deemed an approval by the City of the Authority's compliance with the terms of this Agreement for that Annual Review period.

(e) With respect to any year for which an Annual Review of compliance with this Agreement is conducted and compliance is approved, or with respect to any year in which the City is deemed to approve of the Authority's compliance with this Agreement pursuant to the preceding paragraph, the City, upon request of the Authority, shall provide the Authority with a written Notice of Compliance, pursuant to Section 9.2.

Section 9.2 **Notice of Compliance.**

(a) Within 30 days following any written request that the Authority may make from time to time, the City shall execute and deliver to the Authority a "Notice of Compliance," in recordable form, duly executed and acknowledged by the City, that certifies:

(1) That this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification.

(2) That there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default.

(b) The failure of the City to deliver such a Notice of Compliance within such time shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the Authority and that there are no uncured defaults in the performance of the Authority, except as may be represented by the Authority. Each party shall have the right, at its sole discretion, to record the Notice of Compliance.

ARTICLE 10

DEFAULT; DISPUTE RESOLUTION; REMEDIES

Section 10.1 **Applicability.** This Article applies solely to disputes arising out of this Agreement. This Article is inapplicable to disputes arising out of the JPA (which the Authority is not a party to) and is inapplicable to disputes arising out of any other contract to which the Authority is a party including the Easement Modification and the Authority's federal grant assurances unless such dispute is related to this Agreement. This Article does not apply to disputes arising under Section 4.8, which are subject to resolution as specified in that Section 4.8.

Section 10.2 **Remedies for Defaults.**

(a) Notice of Default. In the event of a failure by either party substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that the non-defaulting party has first provided to the defaulting party a written notice of default identifying with specificity the nature of the alleged default and the manner in which the default may satisfactorily be cured.

(b) Cure of Default. Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy the identified default at the earliest reasonable time after receipt of the notice of default and shall complete the cure, correction or remedy of such default not later than 20 days after receipt of notice thereof; provided, however, if the breach of this Agreement is not reasonably susceptible of being cured within such 20 day period, then a default shall exist only if the cure of such breach is not commenced within the 20 day period or thereafter is not diligently prosecuted to completion. To facilitate a resolution of the alleged default, the City Manager and the Authority Executive Director shall meet within ten business days after receipt of the notice of default to attempt to find an appropriate cure for the default and to otherwise resolve the parties' dispute.

(c) Dispute Resolution Panel. In the event that a default is not cured, or the cure has not commenced within the 20-day period specified in paragraph (b) of this Section 10.2, either party must submit the alleged default and any differences arising from the alleged default to an informal dispute resolution panel (the "Panel") consisting of one retired judge appointed by each party and a third member agreed upon by both parties who shall be a professional with at least ten years' experience in land use and airport planning. The Panel shall be selected within ten days after either party notifies the other party that the dispute over the default has not been cured. In the event the parties are unable to agree on the third member, then the two appointed members shall select the third member within seven days after expiration of the ten-day period. The Panel shall meet and hold an informal hearing on the dispute within ten days of appointment. Each party shall be entitled to submit a written statement of its position regarding the dispute to the Panel at or before the hearing, and each party shall be entitled to make an oral presentation to the Panel during the hearing, which presentation shall not exceed 30 minutes in length. The Panel may establish rules of procedure for the administration of this process. Not later than 20 days after the Panel's first meeting on the alleged default and dispute, the Panel shall make a determination whether a default has or has not occurred and shall propose a resolution of the dispute. The Panel shall have no power to impose any resolution or specific action and its decisions shall not be binding on the parties. The parties shall review the Panel's proposed resolution and the City Manager shall meet with the Authority Executive Director at least one time within ten days after issuance of the Panel's proposed resolution to seek to resolve the dispute. If the parties are unable to resolve the dispute after such meeting, or if one party fails to cooperate or participate in the dispute resolution process, the parties may proceed to invoke any other remedies at law or in equity or as set forth in Section 10.3.

(d) No Legal Proceedings During Alternative Dispute Resolution. In order to ensure that the alternative dispute resolution procedures of this Section are used before a court challenge over a dispute arises, the parties shall proceed in accordance with this Section and neither party may proceed with any other remedies at law, equity or as specifically contemplated under this Agreement until the process set forth in this Section has been completed. During any period that a default has been alleged and the procedures in this Section are being complied with, the curing party shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist and the noticing party shall take no further

action. Notwithstanding the preceding provisions of this paragraph, nothing contained herein is intended to abrogate either party's ability to seek extraordinary relief from the courts to compel or enjoin another party's action when irreparable harm will be caused by the delay in completing the alternative dispute resolution procedures of this Section, or when other grounds for extraordinary relief are satisfied, as provided in Code of Civil Procedure Section 526 or other applicable provisions of law.

(e) **Traditional Remedies.** Upon completion of the procedures contained in paragraphs (a) – (c) of this Section 10.2, or upon the mutual written waiver of the procedures of this Section, either party may institute legal proceedings to seek relief for the default of the other Party.

Section 10.3 **Remedies for Defaults.**

(a) **Legal Remedies.** In the event of an uncured default by a party, the non-defaulting party, at its option, and only after the procedures and steps specified in Section 10.2 have been completed or mutually waived in writing by both parties, may institute legal action to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or to seek specific performance or other relief to enforce the terms of this Agreement. Neither party shall be entitled to monetary damages for breach of this Agreement or consequential damages incurred that are the result of that breach.

(b) **Remedies Available to Prevailing Party in Litigation.** The parties agree that in the event that litigation is commenced by one party against the other party over an alleged default of this Agreement, after the procedures specified in Section 10.2 have been satisfied, that the prevailing party shall have the following remedies, in addition to any other remedies available at law or equity:

(1) If the City is the defaulting party and the Authority is the prevailing party in both the determination of the Panel pursuant to Section 10.2 and the succeeding litigation, then notwithstanding Section 2.3, the Tem shall automatically be extended for an amount of time equivalent to the time between the commencement of litigation (defined herein as the date the action has been both filed and served) and the date that judgment has been entered in the case.

(2) If the Authority is the defaulting party and the City is the prevailing party in both the determination of the Panel pursuant to Section 10.2 and the succeeding litigation, then notwithstanding Section 2.3, the Tem shall automatically be extended for an amount of time equivalent to the time between the commencement of litigation (defined herein as the date the action has been both filed and served) and the date that judgment has been entered in the case.

Section 10.4 **Remedies to Challenge Termination.** In the event this Agreement is terminated pursuant to the provisions of BMC Section 10-1-19116, the Authority may institute legal action in law or in equity to enjoin or invalidate such termination, to enforce the provisions of this Agreement, or to seek alternative relief at law or equity as provided for in Section 10.3. In no event shall the prevailing party in

litigation to challenge such termination be entitled to monetary damages for the termination or consequential damages incurred that are the result of the termination.

Section 10.5 **Governing Law; Litigation Matters.** Any action in law or equity brought by a party for purposes of enforcing or interpreting this Agreement shall be brought in a court of competent jurisdiction within the State of California. The parties reserve their respective rights to contest whether state or federal law governs any issue.

ARTICLE 11

NOTICES

Section 11.1 **Method of Notice.**

(a) Any notice or communication ("Notice") required hereunder by a party must be in writing, and may be given either personally, or by registered or certified mail (return receipt requested), or by fax or email as long as a copy is sent via first class mail, postage prepaid. If given by registered or certified mail, a Notice shall be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as a party to whom Notices are to be sent; or (ii) five days after the registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or delivered by fax or email, a Notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party may at any time, by giving ten days written notice to the other party, designate any other address in substitution of the address to which such Notice shall be given.

(b) Notices shall be given to the Parties at their addresses set forth below:

If to the City to:	City of Burbank 275 E. Olive Avenue Burbank, CA 91502 Attention: Community Development Director
With a copy to:	Office of City Attorney City of Burbank 275 E. Olive Avenue Burbank, CA 91502 Attention: City Attorney
If to the Authority to:	Burbank-Glendale-Pasadena Airport Authority 2627 Hollywood Way Burbank, CA 91505 Attention: Executive Director
With a copy to:	Richards, Watson & Gershon 355 South Grand Avenue, 40th Floor

Los Angeles, CA 90071
Attention: Burbank-Glendale-Pasadena Airport Authority
General Counsel

ARTICLE 12
ASSIGNMENT

Section 12.1 **Authority's Rights.**

(a) Except as otherwise provided below, the Authority may not assign or delegate any of its rights, duties or obligations under this Agreement ("Assignment") without the prior consent of the City, which consent may not be unreasonably withheld. When requesting approval of a proposed Assignment, the Authority shall provide the City with evidence of the proposed assignee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the City to evaluate the proposed assignee. In considering such a request, the City may consider the following factors, but is not limited thereby: (i) the quality of the proposed assignee; (ii) the proposed assignee's past performance and experience as an airport terminal operator; and (iii) the proposed assignee's current financial condition. In the event of the City's approval of a requested Assignment, the Authority shall be released of all of its obligations and liabilities under this Agreement with respect to the Property so conveyed as of the date the City approves the Assignment. Measure B is not applicable to any such transfer.

(b) The Authority may designate in a lease agreement any tenant as its agent for the purpose of acting on behalf of the Authority with respect to the rights under this Agreement without the prior consent of the City, in which event: (i) the City shall acknowledge such agency relationship for the purposes of this Agreement; and (ii) the Authority shall not be relieved of any of its obligations under this Agreement with respect to the leased Property.

(c) In the event that the City approves an Assignment pursuant to this section in connection with a sale or transfer in fee of a portion of the Property, any rights assigned in connection with such conveyance shall be allocated to the purchaser(s) or transferee(s). If the requested Assignment is approved, the parties will cooperate to appropriately document the Assignment.

Section 12.2 **Mortgagee Protection.** This Agreement shall not prevent or limit the Authority, or its lessees or assignees, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. The City acknowledges that the lender(s) providing such financing may require a Notice of Compliance pursuant to Section 9.2. Upon request, any mortgagee of a mortgage or a beneficiary of a deed of trust ("Mortgagee") of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

(b) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default given to the Authority under the terms of this Agreement, then the City shall provide a copy of that notice to the Mortgagee within ten days of sending the notice of default to the Authority. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(c) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, in no event shall such Mortgagee be liable for any defaults or monetary obligations of the Authority arising prior to acquisition of title to the Property by such Mortgagee, except that any such Mortgagee or its successors or assigns shall not be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary obligations due under this Agreement for the Property, or portion thereof, acquired by such Mortgagee have been paid to the City and all defaults cured hereunder.

ARTICLE 13

MISCELLANEOUS

Section 13.1 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed that the Authority shall have full power and exclusive control over the Property subject only to the obligations of the Authority under this Agreement. This Agreement does not create or form an agency relationship, joint venture or partnership between the parties, and the parties agree that nothing contained herein shall be construed as creating any such relationship.

Section 13.2 **Force Majeure.**

(a) Neither party shall be deemed to be in default where delays or failures to perform are due to Force Majeure. For purposes of this Agreement, the term Force Majeure shall mean the following: strikes, lockouts or labor disputes, acts of God, acts of enemies or hostile governmental action, civil commotion, insurrection, revolution, sabotage, fire or other casualty, a taking of a whole or a portion of the Property by condemnation or eminent domain, or any material delay in the issuance of approvals by the City, the state or the federal government that is in no way attributable to any act or omission of one of the parties and not related to any financial liability on the part of the parties. Any party intending to rely upon Force Majeure to forgive performance shall give Notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on.

(b) In the event the Replacement Terminal is destroyed or so substantially damaged that it is not habitable as a result of Force Majeure, nothing contained herein shall preclude the Authority from: (i) reconstructing the Replacement Terminal within its then existing footprint or substantially within the then existing footprint and no larger than the existing footprint and square footage; (ii) constructing an emergency temporary passenger terminal building, buildings or structures; or (iii) using another existing building, buildings or structures as an emergency temporary passenger terminal. Any reconstructed or temporary terminal building shall be constructed in accordance with the applicable law in effect at the time. The emergency temporary building or structure or the temporary use of an existing building or structure shall be permitted only for such period of time that is required to rebuild, repair or restore the Replacement Terminal to usable condition and shall, in no event, provide for a larger footprint or more square footage or more aircraft gates or parking positions than the then-existing Replacement Terminal.

Section 13.3 **Nonliability of City and Authority Officers, Employees and Consultants.** No official, officer, employee, agent, representative, consultant or independent contractor of the City or the Authority, acting in his or her official capacity, shall be personally liable to the City or the Authority, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or in connection with this Agreement, or for any act or omission on the part of the City or the Authority.

Section 13.4 **No Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and referring expressly to this Section 13.4. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided herein. No waiver by either party of any of the covenants or conditions to be performed by the other party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

Section 13.5 **Severability.** If any clause, sentence, paragraph, section, article, term, provision, covenant or condition of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining clauses, sentences, paragraph, sections, articles, terms, provisions, covenants and conditions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

Section 13.6 **Further Assurances; Other Necessary Acts.** Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement and other Project Approvals in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 13.7 **Time is of the Essence.** Time is of the essence with respect to this Agreement, the Project Approvals, and the rights and limitations contained herein and with respect to each and every term and provision hereof, it being understood that the parties have specifically negotiated the dates for the completion of each obligation and the termination of each restriction herein.

Section 13.8 **Construction.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa; the masculine gender includes the feminine and vice versa; "shall" is mandatory, "may" is permissive; and "include," "includes," and "including" are illustrative and nonexhaustive.

Section 13.9 **Captions and References.** The captions of sections of this Agreement are solely for the convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Unless otherwise indicated reference herein to a "Recital," "Article," "paragraph," "Section," "Subsection" or "Exhibit" are to the Recitals, Articles, paragraphs, Sections, Subsections and Exhibits of this Agreement.

Section 13.10 **Recitals and Exhibits Incorporated; Entire Agreement.** The Recitals to this Agreement and all the exhibits attached to this Agreement are, by this reference, incorporated into this Agreement and made a part hereof. This Agreement, consisting of 31 pages, and including 12 exhibits, all of which are attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions and agreements between the parties, and parole evidence of any prior or other agreement shall not be permitted to contradict or vary the terms hereof.

Section 13.11 **Instructions to City Clerk Regarding "Execution Date" and "Effective Date".** The City Clerk shall insert or cause to be inserted the date in the introductory paragraph of this Agreement before the words "(Execution Date)" which is the date on which the last of the two parties executed this Agreement. The City Clerk shall insert or cause to be inserted the "Effective Date" in accordance with and as specified in Section 2.2.

Section 13.12 **Recordation of Agreement.** No later than ten days after the Effective Date, the City Clerk shall record at the Authority's expense an executed original of this Agreement in the Official Records of the County of Los Angeles.

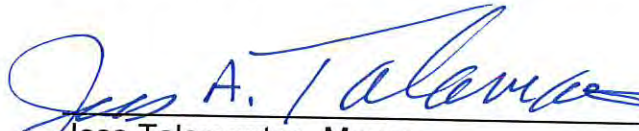
Section 13.13 **Counterparts.** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

"CITY"

CITY OF BURBANK,
a charter city and municipal corporation


Jess Talamantes, Mayor


Ron Davis, City Manager

ATTEST:


Zizette Mullins, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



Amy Albano, City Attorney


Special Counsel


Kaplan Kirsch & Rockwell LLP
By: Peter J. Kirsch

"AUTHORITY"

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY,
a joint powers agency


Frank Quintero, President


Dan Feger, Executive Director

ATTEST:



Sue Loyd, Board Clerk

APPROVED AS TO FORM:

General Counsel


Richards, Watson & Gershon
A Professional Corporation
By: Terence Boga

Special Counsel


McDermott, Will & Emery
By: Tom Ryan

ACKNOWLEDGMENT FOR
CITY OF BURBANK

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On August 26, 2016, before me, Sue Loyd,
(insert name and title of the officer)

Notary Public, personally appeared Frank Quintero,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sue Loyd

(Seal)



ACKNOWLEDGMENT FOR
CITY OF BURBANK

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

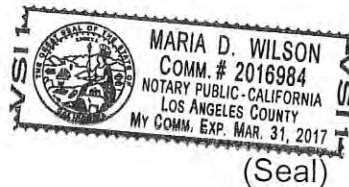
On January 10, 2017, before me, Maria D. Wilson, Notary
(insert name and title of the officer)

Notary Public, personally appeared Jess Talamantes,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maria D. Wilson



(Seal)

EXHIBIT A
PROPERTY SITE MAP
****Not Attached****

Original map may be viewed in the City Clerk's Office of the City of Burbank at the following address:

Burbank City Hall
City Clerk's Office
275 E. Olive Ave.
Burbank, California 91502

Tel: (818) 238-5851

EXHIBIT B
PROPERTY LEGAL DESCRIPTION

(Attached.)

1 **EXHIBIT ____**

2 **LEGAL DESCRIPTION OF AIRPORT LANDS WITHIN THE CITY OF BURBANK**

3
4 **PARCEL I**

5 **WITHIN THE CITY OF BURBANK**

6 (TAX APN 2466-011-902 & 2466-019-902)

7
8 THAT CERTAIN PARCEL OF LAND IN THE CITY OF BURBANK, COUNTY OF LOS
9 ANGELES, STATE OF CALIFORNIA AND BEING MORE PARTICULARLY THOSE
10 PORTIONS OF GOVERNMENT LOTS 3, AND 4, AND THE THAT PORTION OF THE
11 NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33,
12 TOWNSHIP 2 NORTH RANGE 14 WEST, SAN BERNARDINO MERIDIAN,
13 ACCORDING TO THE OFFICIAL PLAT THEREOF; ALL OF LOTS 10 TO 22
14 INCLUSIVE AND THAT PORTION OF LOT 23 AND ALSO PORTIONS OF THE
15 ALLEY, TULARE AVENUE AND CLYBOURN AVENUE (ALL NOW VACATED) AS
16 SHOWN ON THE MAP OF TRACT NO. 10629 RECORDED IN BOOK 165 PAGES 34
17 AND 35 OF SAID MAPS; A PORTION OF LOT A OF TRACT NO. 3008 AS SHOWN
18 ON MAP RECORDED IN BOOK 34 PAGE 71 OF SAID MAPS; ALL OF LOT 1 OF
19 TRACT NO. 7619 AS SHOWN ON MAP RECORDED IN BOOK 78 PAGES 70 AND 71
20 OF SAID MAPS; ALL OF LOT 1 OF TRACT NO. 8428 AS SHOWN ON MAP
21 RECORDED IN BOOK 117 PAGES 6 AND 7 OF SAID MAPS; THOSE PORTIONS OF
22 LOTS 59 AND 60 AND LOTS 77 AND 78 AND VINELAND AVENUE (50.00 FEET
23 WIDE) AS SHOWN ON THE MAP OF PROPERTY OF THE LANKERSHIM RANCH
24 LAND AND WATER CO., RECORDED IN BOOK 31 PAGE 39 ET SEQ., OF
25 MISCELLANEOUS RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF
26 SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

27
28 BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF
29 SOUTHERN PACIFIC RAILROAD, COAST LINE, RIGHT OF WAY (100.00 FEET
30 WIDE) AS DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC RAILROAD
31 COMPANY RECORDED IN BOOK 1550 PAGE 290 OF DEEDS IN THE OFFICE OF
32 SAID COUNTY RECORDER WITH THE WESTERLY LINE OF THE SOUTHWEST ¼

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1 OF THE SOUTHEAST ¼ OF SAID SECTION 4; THENCE NORTH 01°01'48" EAST
2 ALONG SAID WESTERLY LINE 987.44 FEET TO THE NORTHERLY LINE OF SAID
3 SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 4; THENCE SOUTH
4 89°03'05" EAST ALONG SAID NORTHERLY LINE 1281.87 FEET TO A POINT IN THE
5 WESTERLY LINE OF HOLLYWOOD WAY (100.00 FEET WIDE); THENCE NORTH
6 01°00'12" EAST 1331.28 FEET ALONG SAID HOLLYWOOD WAY TO THE
7 NORTHERLY LINE OF THE SOUTHEAST ¼ OF SAID SECTION 4; THENCE NORTH
8 89°01'33" WEST ALONG SAID NORTHERLY LINE TO AND ALONG THE
9 SOUTHERLY LINE OF SAID LOT A OF TRACT NO. 3008 A DISTANCE OF 1819.55
10 FEET TO AN ANGLE POINT IN BOUNDARY OF THE BURBANK-GLENDALE-
11 PASADENA AIRPORT PER DEED RECORDED ON JUNE 29, 1978 AS INSTRUMENT
12 NO. 78-704352 OF OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE; THENCE
13 ALONG SAID BOUNDARY PER SAID DEED, AS SHOWN ON RECORD OF SURVEY
14 FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEYS, THENCE
15 NORTH 12°54'21" WEST 2744.82 FEET TO A POINT ON THE NORTH LINE OF SAID
16 SECTION 4, SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE CITY OF
17 BURBANK AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID
18 NORTH LINES NORTH 88°56'56" WEST 951.26 FEET TO THE EASTERLY LINE OF
19 THE WESTERLY 495.00 FEET OF SAID LOT 4 OF SAID SECTION 4; THENCE
20 SOUTH 02°19'04" WEST ALONG SAID EASTERLY LINE 988.49 FEET TO THE
21 NORTHEASTERLY CORNER OF THE SOUTHERLY 352.00 FEET OF SAID
22 WESTERLY 495.00 FEET OF LOT 4; THENCE NORTH 89°10'44" WEST ALONG THE
23 NORTHERLY LINE OF SAID SOUTHERLY 352.00 FEET A DISTANCE OF 495.17
24 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF SECTION 4; THENCE NORTH
25 02°19'04" EAST ALONG SAID WESTERLY LINE OF LOT 4 OF SECTION 4 A
26 DISTANCE OF 30.00 FEET TO THE EASTERLY PROLONGATION OF THE
27 NORTHERLY LINE OF SAID LOT 10 OF TRACT NO. 10629; THENCE SOUTH
28 82°52'28" WEST ALONG SAID PROLONGATION TO AND ALONG SAID
29 NORTHERLY LINE OF LOT 10, A DISTANCE OF 143.75 FEET TO THE EASTERLY
30 LINE OF CLYBOURN AVENUE AS SHOWN ON SAID MAP OF TRACT NO. 10629;
31 THENCE SOUTH 07°07'32" EAST ALONG SAID CLYBOURN AVENUE 1111.95 FEET
32 TO THE SOUTHERLY LINE OF SHERMAN WAY, 50.00 FEET WIDE, AS SHOWN ON
33 SAID MAP OF TRACT NO. 10629; THENCE SOUTH 89°58'02" EAST ALONG SAID

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1 SOUTHERLY LINE 35.17 FEET; THENCE SOUTH 0°01'58" WEST 457.71 FEET;
2 THENCE NORTH 89°03'06" WEST 417.69 FEET; THENCE SOUTH 0°02'24" WEST
3 16.80 FEET; THENCE NORTH 89°57'37" WEST 552.02 FEET; THENCE NORTH
4 0°02'24" EAST 25.56 FEET; THENCE ALONG THE NORTH LINE OF SAID
5 BOUNDARY OF THE BURBANK-GLENDALE-PASADENA AIRPORT PER SAID DEED
6 NORTH 89°03'06" WEST 530.66 FEET MORE OR LESS, TO THE SOUTHEAST
7 CORNER OF THE LAND DESCRIBED IN THE DEED TO THE REDEVELOPMENT
8 AGENCY OF THE CITY OF BURBANK RECORDED AS INSTRUMENT NO. 84-
9 459023 OFFICIAL RECORDS ON APRIL 17, 1984 IN THE OFFICE OF THE COUNTY
10 RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHERLY
11 PROLONGATION OF THE EASTERLY LINE OF SAID LAND DESCRIBED IN SAID
12 DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK SOUTH
13 00°02'00" WEST 118.00 FEET TO THE SOUTHEAST CORNER OF LAND
14 DESCRIBED IN GRANT DEED RECORDED MARCH 12, 2001 AS INSTRUMENT NO.
15 01-0397144 OF SAID OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE;
16 THENCE ALONG THE SOUTHERLY LINE OF LAST REFERENCED AND PARALLEL
17 WITH THE SAID NORTH LINE OF THE BURBANK-GLENDALE-PASADENA
18 AIRPORT PER SAID DEED RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO.
19 78-704352 OF SAID OFFICIAL RECORDS, NORTH 89°03'06" WEST 939.90 FEET
20 MORE OR LESS TO THE EASTERLY LINE OF VINELAND AVENUE, 100.00 FEET
21 WIDE; THENCE SOUTH 0°02'00" WEST ALONG SAID EASTERLY LINE 1322.01
22 FEET TO THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD,
23 COAST LINE, RIGHT OF WAY; THENCE ALONG THE GENERAL NORTHEASTERLY
24 BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD, COAST LINE, RIGHT OF
25 WAY THE FOLLOWING COURSES:
26
27 SOUTH 76°35'32" EAST 1305.41 FEET, NORTH 0°02'00" EAST 30.84 FEET, SOUTH
28 76°35'32" EAST 1491.33 FEET, SOUTH 07°07'37" EAST 32.03 FEET AND SOUTH
29 76°35'32" EAST 2416.87 FEET TO THE POINT OF BEGINNING.
30
31 RESERVING AN EASEMENT FOR STREET PURPOSES OVER THE EXISTING
32 EMPIRE AVENUE, 60.00 FEET WIDE LYING NORTHERLY OF THE LAST
33 DESCRIBED COURSE.

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PARCEL III
WITHIN THE CITY OF BURBANK
(TAX APN 2466-009-906)

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH,
RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF
BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO
THE OFFICIAL PLAT THEREOF, EXCEPT THEREFROM THAT PORTION
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID SOUTH HALF OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 4; THENCE SOUTH ALONG THE WESTERLY LINE
THEREOF, 75.00 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF
SAID SOUTH HALF, A DISTANCE OF 200.00 FEET; THENCE NORTH PARALLEL
WITH THE SAID WESTERLY LINE, 75.00 FEET TO THE NORTHERLY LINE OF SAID
SOUTH HALF; THENCE WEST ALONG SAID NORTHERLY LINE 200.00 FEET TO
THE POINT OF BEGINNING.

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PARCEL IV
WITHIN THE CITY OF BURBANK
(TAX APN 2466-010-901, 902, & 903)

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH,
RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE
OFFICIAL PLAT THEREOF.

SUBJECT TO ANY EASEMENTS FOR PUBLIC STREET OR HIGHWAY PURPOSES
CURRENTLY OF RECORD.

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PARCEL V
WITHIN THE CITY OF BURBANK
(TAX APN 2466-027-900, 901, 902, 903 & 904)

LOTS 4, 5, THE NORTH HALF OF LOT 6, AND LOT 3 EXCEPT THEREFROM THE NORTH 40.00 FEET THEREOF, ALL OF TRACT NO. 6093, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 67, PAGE 77 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE EAST 300.00 FEET OF THE NORTH 613.00 FEET OF LOT 3 IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN IN SAID CITY, COUNTY AND STATE, EXCEPT THE NORTH 25.90 FEET THEREOF, AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, BOUNDED EASTERLY BY THE WESTERLY LINE OF SAID TRACT NO. 6093, BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THE NORTHERLY HALF OF LOT 6 OF SAID TRACT NO. 6093, BOUNDED WESTERLY BY THE WESTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4 AND BOUNDED NORTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THE NORTHERLY 40.00 FEET OF LOT 3 OF SAID TRACT NO. 6093.

SUBJECT TO AN EASEMENT FOR PUBLIC ALLEY OVER THE EASTERLY 30.00 FEET OF THE EASTERLY 330 FEET OF THE SOUTHERLY 238.10 FEET OF THE NORTHERLY 264.00 FEET OF LOT 3 IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS GRANTED IN DEEDS RECORDED ON JULY 18, 1966 AS INSTRUMENT NOS. 1433 AND 1434 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

PARCEL VII
WITHIN THE CITY OF BURBANK
(TAX APN 2466-019-904)

THOSE PORTIONS OF LOTS 59 AND 60 OF LANKERSHIM RANCH LAND AND WATER COMPANY IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 31 PAGES 31 ET SEQ. OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN PARCEL 1 OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF BURBANK RECORDED AS INSTRUMENT NO. 78-704351 OFFICIAL RECORDS ON JUNE 29, 1978 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS HAVING A BEARING AND LENGTH OF "SOUTH 00°01'58" WEST 457.71 FEET,"; THENCE SOUTH 00°01'58" WEST 457.71 FEET; THENCE NORTH 89°03'06" WEST 417.69 FEET; THENCE SOUTH 00°02'24" WEST 16.80 FEET; THENCE NORTH 89°57'37" WEST 552.02 FEET; THENCE NORTH 00°02'24" EAST 25.56 FEET; THENCE NORTH 89°03'06" WEST 530.66 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK RECORDED AS INSTRUMENT NO. 84-459023 OFFICIAL RECORDS ON APRIL 17, 1984 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 00°02'00" EAST 408.73 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN SAID DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, SAID NORTHEAST CORNER ALSO BEING A POINT IN THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED ON JULY 11, 1967 AS INSTRUMENT NO. 3492 IN BOOK D-3699 PAGE 596 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF SAID LOT 59; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT 59; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING.

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PARCEL VIII
WITHIN THE CITY OF BURBANK
(TAX APN 2466-011-906) FAA TOWER

THAT PORTION OF LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN
BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD
WAY, (100.00 FEET WIDE) AND WINONA AVENUE, (80.00 FEET WIDE); THENCE
NORTH 89°01'33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION
OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF
WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO.
1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING
THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY
KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED
RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF
SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE
NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER, SECTION 4, TOWNSHIP
1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT
THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°01'33"
WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE;
THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY,
NORTH 12°54'21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST
DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH
89°01'33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID
FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF
BEGINNING; THENCE ALONG SAID LINE SOUTH 00°58'27" WEST 419.98 FEET TO
THE TRUE POINT OF BEGINNING.

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1 BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING
2 DESCRIBED AS FOLLOWS:
3
4 BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE)
5 WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER
6 OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4;
7 THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 1°00'12"
8 WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY
9 PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID
10 PROLONGATION AND SAID CENTERLINE, NORTH 89°03'06" WEST TO THE
11 WESTERLY LINE OF SAID AIRPORT.
12
13 ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO.
14 3008, LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE
15 LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK,
16 RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE
17 OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING
18 AND LENGTH OF NORTH 12°54'21" WEST 2897.71 FEET.
19
20 ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO.
21 3008, DESCRIBED AS FOLLOWS:
22
23 BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD
24 WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE
25 NORTH 89°01'33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION
26 OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF
27 WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO.
28 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING
29 THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO
30 THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY
31 KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED
32 RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF
33 SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE
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1 NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER, SECTION 4, TOWNSHIP
2 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS
3 ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT
4 THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°01'33"
5 WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE;
6 THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY,
7 NORTH 12°54'21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST
8 DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH
9 89°01'33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID
10 FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF
11 BEGINNING; THENCE ALONG SAID LINE SOUTH 00°58'27" WEST 419.98 FEET TO
12 THE TRUE POINT OF BEGINNING.
13

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PARCEL XV
WITHIN THE CITY OF BURBANK
(TAX APN 2466-010-904)

LOT 12 OF TRACT NO. 22336, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 598 PAGES 23 AND 24 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL XVI
WITHIN THE CITY OF BURBANK
(TAX APN 2466-009-908)

LOT 1 OF TRACT NO. 22336, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 598 PAGES 23 AND 24 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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PARCEL XVII
WITHIN THE CITY OF BURBANK
(TAX APN 2466-011-904)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1
NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF
BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE
ALONG THE NORTHERLY LINE OF SAID SECTION, SOUTH 88°56'56" EAST 270.67
FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 12°54'21" EAST
854.57 FEET TO THE EASTERLY LINE OF THE WESTERLY 495.00 FEET OF THE
NORTHWEST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EASTERLY
LINE, NORTH 2°19'04" EAST 829.53 FEET TO THE NORTHERLY LINE OF SAID
SECTION; THENCE NORTH 88°56'56" WEST 224.45 FEET TO THE TRUE POINT OF
BEGINNING.

PARCEL XVIII & XIX
WITHIN THE CITY OF BURBANK
(TAX APN 2466-011-912) RITC SITE

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, DISTANT WESTERLY THEREON 50 FEET FROM THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, AS SHOWN ON THE MAP OF TRACT NO. 6847, FILED IN BOOK 135 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HOLLYWOOD WAY, 100 FEET WIDE, THENCE ALONG SAID NORTHERLY LINE, NORTH 89°3'05" WEST, 403.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°56'55" WEST, 261.68 FEET; THENCE SOUTH 88°59'48" EAST, 377.76 FEET; THENCE NORTH 01°00'12" EAST, 20.00 FEET; THENCE SOUTH 88°59'48" EAST, 25.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01°00'12" WEST, 60.81 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 89°06'46" WEST, 100.45 FEET; THENCE NORTH 77°45'08" WEST, 33.65 FEET; THENCE NORTH 89°03'00" WEST, 66.19 FEET; THENCE SOUTH 87°%D37'06" WEST, 30.30 FEET; THENCE SOUTH 00°56'55" WEST, 432.07 FEET; THENCE SOUTH 88°59'51" EAST, 229.48 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01°00'12" WEST, 413.44 FEET TO THE NORTHERLY LINE OF PARCEL 10-A AS RECORDED SEPTEMBER 23, 1968 IN INSTRUMENT NO. 1576, RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 10-A, NORTH 88°59'48" WEST, 43.00 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 10-A, SOUTH 01°00'12" WEST, 19.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET, BEING CONCENTRIC WITH THAT CERTAIN CURVE HAVING A RADIUS OF 616.00 FEET AND DESCRIBED IN THE SECOND EXCEPTION OF THE DEED FROM THE CITY OF BURBANK OF LOCKHEED AIRCRAFT PAGE 14 OF 16 PAGES

1 CORPORATION, RECORDED JUNE 19, 1940 IN BOOK 17639, PAGE 41, OFFICIAL
2 RECORDS OF SAID COUNTY, A RADIAL THROUGH SAID POINT BEARS NORTH 04°35'20"
3 WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
4 17°59'27" AN ARC LENGTH OF 188.40 FEET TO A POINT ON A LINE PARALLEL WITH AND
5 DISTANT 41.00 FEET NORTHERLY OF THE CENTERLINE OF EMPIRE AVENUE, AS
6 SHOWN ON SAID MAP; THENCE ALONG SAID PARALLEL LINE NORTH 76°35'33" WEST,
7 1077.12 FEET TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF THE
8 SOUTHEAST QUARTER; THENCE ALONG SAID WESTERLY LINE OF SAID SOUTHWEST
9 QUARTER OF THE SOUTHEAST QUARTER NORTH 01°01'48" EAST, 919.83 FEET TO SAID
10 NORTHERLY LINE; THENCE ALONG SAID NORTHERLY LINE OF SAID SOUTHWEST
11 QUARTER OF THE SOUTHEAST QUARTER SOUTH 89°03'05" EAST, 878.86 FEET TO THE
12 POINT OF BEGINNING.

13

14 PARCEL 2:

15

16 THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
17 FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO
18 BASE AND MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE
19 OF CALIFORNIA, DESCRIBED AS FOLLOWS:

20

21 BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SOUTHEAST
22 QUARTER OF FRACTIONAL SECTION 4 AND THE WESTERLY LINE OF HOLLYWOOD
23 WAY, 100 FEET WIDE, THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH
24 89°03'05" WEST 470.00 FEET; THENCE SOUTH 84°44'14" EAST 200.31 FEET TO THE
25 BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF
26 100.00 FEET; THENCE SOUTHEASTERLY 46.31 FEET ALONG SAID CURVE THROUGH A
27 CENTRAL ANGLE OF 26°32'04" TO A POINT OF REVERSE CURVATURE, TO WHICH A
28 RADIAL LINE BEARS SOUTH 31°47'50" WEST, SAID CURVE BEING CONCAVE
29 NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY 27.75
30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°47'50" TO A LINE
31 PARALLEL WITH AND 36.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID
32 SOUTHEAST QUARTER OF FRACTIONAL SECTION 4; THENCE EASTERLY ALONG SAID
33 PARALLEL LINE, SOUTH 89°03'05" EAST 184.99 FEET TO THE BEGINNING OF A CURVE
34 CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET AND BEING
35 TANGENT AT ITS SOUTHERLY TERMINUS TO SAID WESTERLY LINE OF HOLLYWOOD
36 WAY; THENCE 23.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

PAGE 15 OF 16 PAGES

1 90°03'17" TO SAID WESTERLY LINE OF HOLLYWOOD WAY; THENCE NORTHERLY
2 ALONG SAID WESTERLY LINE, NORTH 01°00'12" EAST 51.01 FEET TO THE POINT OF
3 BEGINNING.

4

5 EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS PARCEL 1 ABOVE.

6

7

8 TOGETHER WITH, FOR ALL PARCELS DESCRIBED HEREIN, ANY RIGHTS TO
9 ADJOINING PUBLIC STREETS WHICH MAY EXIST BY CHAIN OF TITLE AND
10 ORIGINAL GRANTS.

11

12 THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION
13 IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS' ACT
14 OF THE STATE OF CALIFORNIA.

15

16

17

18 ROBERT HENNON, PLS (LIC. EXPIRES 9-30-2017)

19 HENNON SURVEYING & MAPPING, INC

20 601 E. GLENOAKS BLVD., GLENDALE, CA 91207

21 EMAIL: HENNON@AOL.COM WWW.HENNON.COM

22 PH: 818-243-0640

23

24 PROJECT 3418

25 DATE: JUNE 11, 2016

26 FILE: 3418-AIRPORT-LEGAL



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EXHIBIT C
PROJECT DESCRIPTION

(Attached.)

ADJACENT PROPERTY FULL-SIZE TERMINAL OPTION

On Adjacent Property

1. 14 Gate Passenger Terminal - 355,000 square feet - 2 floors with basement, which includes:
 - Tenant Space
 - Tenant Common Areas
 - Concessions
 - TSA/Security
 - Public Space
 - Authority Offices
 - Indoor Luggage Return
 - Mechanical/Utility Plant
2. New Air Cargo Building – 8,000 square feet
3. New Ground Service Equipment/Terminal Maintenance Building – 8,000 square feet
4. Parking
 - New Structure – 3180 passenger vehicle spaces with Valet Center
 - New Employee Structure 600 spaces
 - Close Lots A (when replacement parking is constructed and opened)
 - Close Lots B & E (when replacement parking is constructed and opened)
 - Retain Lots C, D & G
 - Retain and reconfigure valet parking structure and surface lot on Southeast Quadrant
 - Total Public spaces 6637 and Employee spaces 600
5. Realignment and extensions of taxiways
6. Replacement Aircraft Rescue and Fire Fighting (ARFF)/POLICE/EOC Building 25,000 square feet
7. Construction of new loop road on Adjacent Property and reconfiguration of existing loop road on Southeast Quadrant
8. Demolition of Existing Terminal and Parking Structure
9. Demolition of Existing Air Cargo Building

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

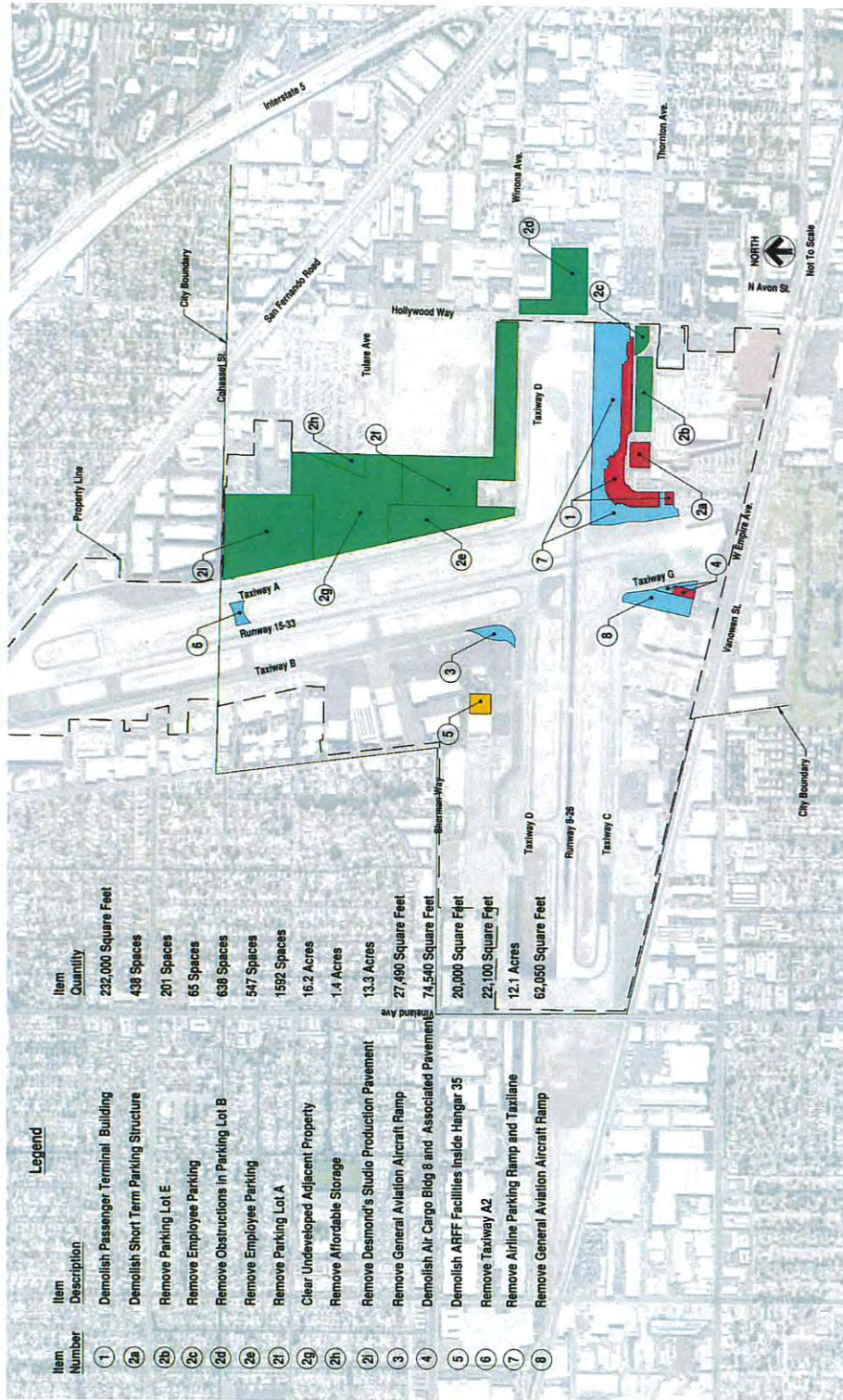


EXHIBIT 2
OVERALL DEMOLITION PLAN

4

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

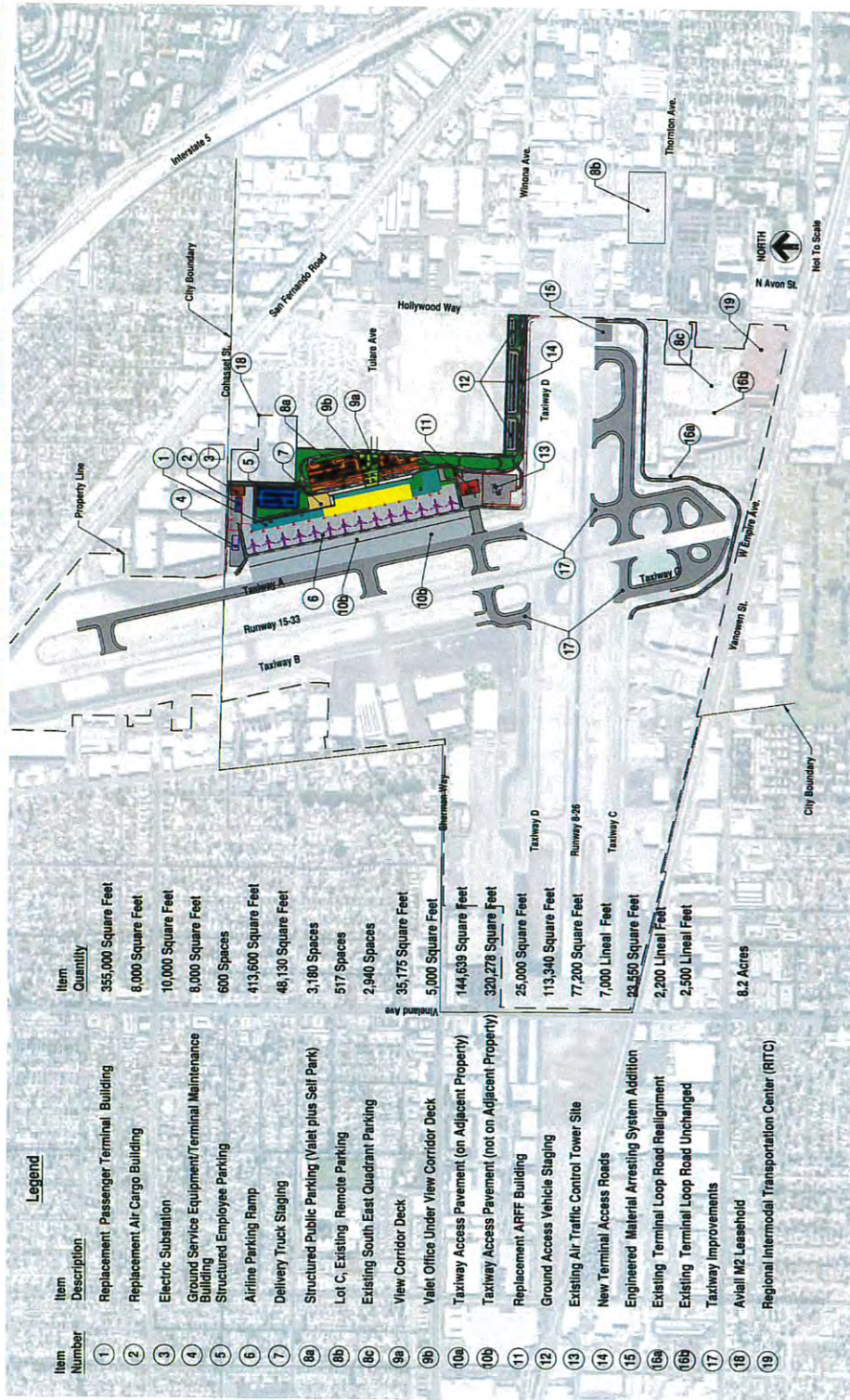


EXHIBIT 3A
OVERALL SITE PLAN

5

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

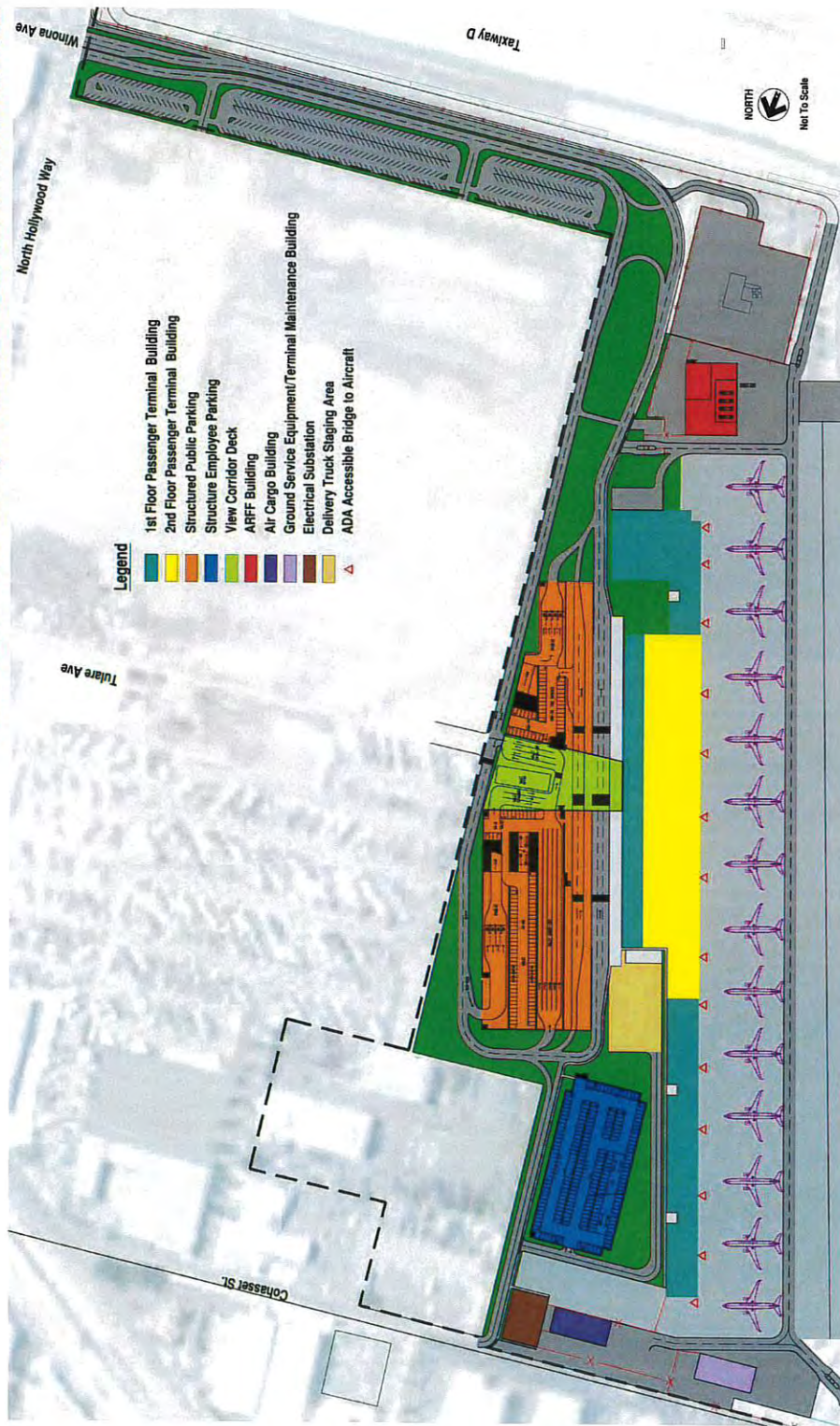


EXHIBIT 3B
SITE PLAN, 1 OF 2

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



**EXHIBIT 3C
SITE PLAN, 2 OF 2**

7

SOUTHWEST QUADRANT FULL-SIZE TERMINAL OPTION

1. Realignment and extensions of taxiways
2. Replacement Aircraft Rescue and Fire Fighting (ARFF)/POLICE/EOC Building 25,000 square feet on Adjacent Property
3. Demolition of Existing Terminal and Parking Structure
4. Demolition of Existing Air Cargo Building
5. New controlled signal at Empire/SW Terminal
6. Reconfiguration of existing loop road on Southeast Quadrant

On the Southwest:

7. 14 Gate Passenger Terminal - 355,000 square feet - 2 floors with basement, which includes:
 - Tenant Space
 - Tenant Common Areas
 - Concessions
 - TSA/Security
 - Public Space
 - Authority Offices
 - Indoor Luggage Return
 - Mechanical/Utility Plant
8. Repurposed Hangar 1 of 30,000 square feet to include Air Cargo Building use of 8,000 square feet and Ground Service Equipment/Terminal Maintenance Building use of 8,000 square feet.³
9. Parking
 - New Structure – 3180 passenger spaces with Valet Center
 - New Employee Structure 600 spaces
 - Close Lots A, B & E (when replacement parking is constructed and opened) and reuse Lot E for Ground Access vehicle Staging
 - Retain Lots C, D & G
 - Retain and reconfigure valet parking structure and surface lot on Southeast Quadrant
 - Total Public spaces 6637 and Employee spaces 600

Relocated from Southwest to Northwest –APN 2466-19-904 (C-1 Site) and APN 2466-11-904 (portion of Northwest Quadrant near T-Hangars)

10. Air freighter (UPS & FedEx) Hangar/Office and Public Access – 126, 351 sq. ft. (as depicted in site map attached as F-1)

Relocated from Southwest to Adjacent Property

11. Shared Ramp/Taxilane
12. Public Access Road and Leasable Landside for General Aviation users

³ If Hangar 1 cannot be repurposed, a new Air Cargo and Ground Service Equipment/Terminal Maintenance building of 16,000 square feet will be constructed on the site of Hangar 1, which will be demolished or relocated.

13. General Aviation Hangars/Offices – not to exceed 215,771 sq. ft. (The amount of square footage of general aviation hangars/offices to be relocated to the Adjacent Property may not exceed the amount of square footage of general aviation hangars/offices demolished on the Southwest Quadrant.)
14. Rental Car Storage no more than 4.5 acres

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE

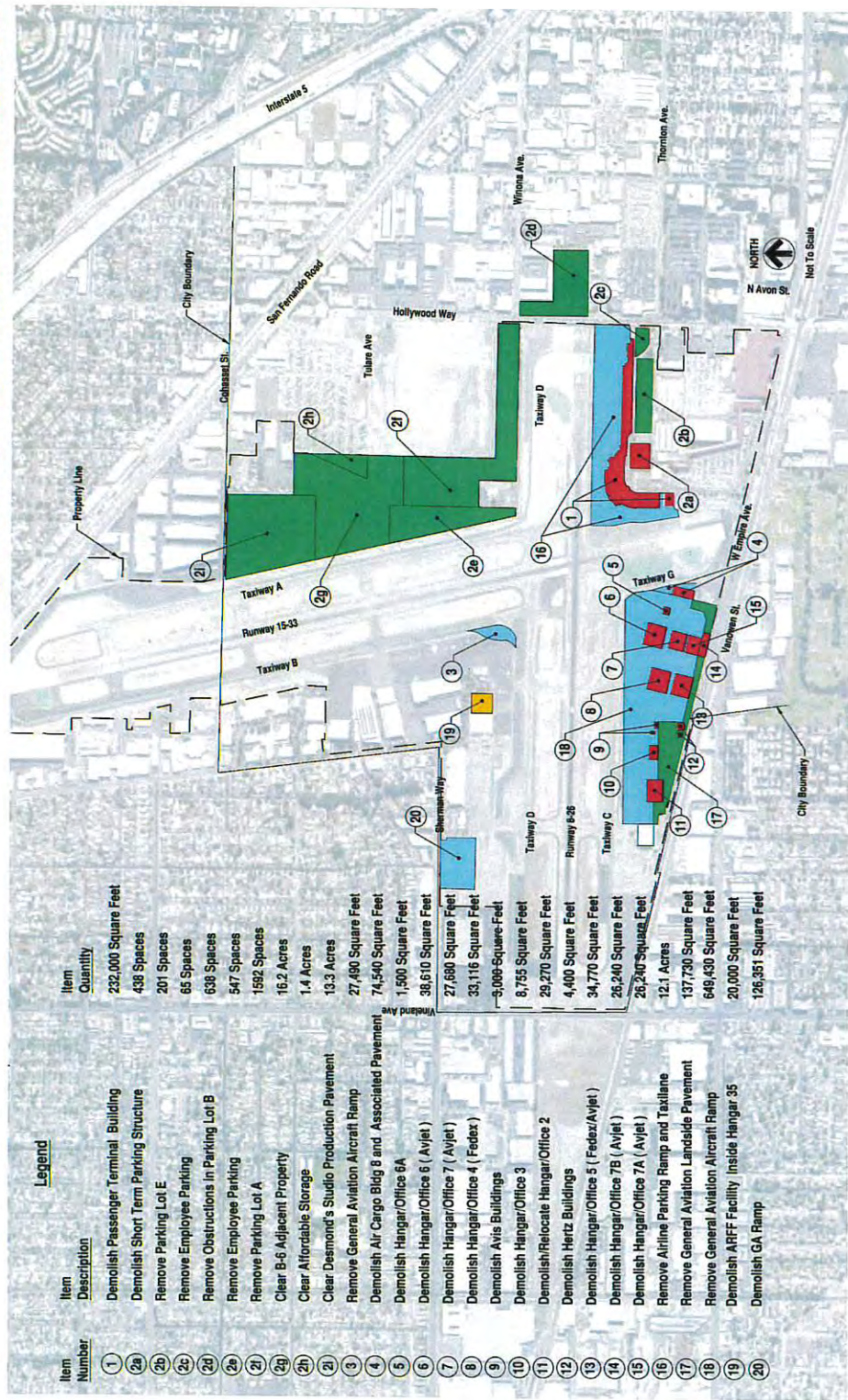


EXHIBIT 12
OVERALL DEMOLITION PLAN

EXHIBIT C
SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE
OVERALL SITE PLAN

****Not Attached****

Original map may be viewed in the City Clerk's Office of the City of Burbank at the following address:

Burbank City Hall
City Clerk's Office
275 E. Olive Ave.
Burbank, California 91502

Tel: (818) 238-5851

EXHIBIT C
SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE
SITE PLAN, 1 OF 2
****Not Attached****

Original map may be viewed in the City Clerk's Office of the City of Burbank at the following address:

Burbank City Hall
City Clerk's Office
275 E. Olive Ave.
Burbank, California 91502

Tel: (818) 238-5851

EXHIBIT C
SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE
SITE PLAN, 2 OF 2
****Map Not Shown****

Original map may be viewed in the City Clerk's Office of the City of Burbank at the following address:

Burbank City Hall
City Clerk's Office
275 E. Olive Ave.
Burbank, California 91502

Tel: (818) 238-5851

EXHIBIT D
EASEMENT MODIFICATION

(Attached.)

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

With a copy to:

City of Burbank
275 East Olive Avenue
Burbank, CA 91505
Attn: City Clerk

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MODIFICATION TO AMENDED AND RESTATED
GRANT OF EASEMENTS, DECLARATION OF USE RESTRICTIONS
AND AGREEMENT FOR ADJACENT PROPERTY**

THIS MODIFICATION TO AMENDED AND RESTATED GRANT OF EASEMENTS, DECLARATION OF USE RESTRICTIONS AND AGREEMENT FOR ADJACENT PROPERTY (this "Modification") is dated as of February 6, 2017 for reference purposes, is effective upon recordation, and is executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority"), and the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"). The Authority and the City are from time to time hereinafter referred to individually as a "party" and collectively as the "parties."

RECITALS

A. On June 25, 1999, the Superior Court entered a judgment in condemnation in *Burbank-Glendale-Pasadena Airport Authority v. Lockheed Corporation, et al.*, Los Angeles County Superior Court Case No. BC 155222, an eminent domain proceeding filed by the Authority to condemn for public use certain real property. On November 19, 1999, the Court entered a Final Order of Condemnation containing the terms under which such eminent domain proceeding was concluded.

B. On November 23, 1999, the parties executed that certain Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Original Easement"), which was recorded in the Official Records of Los Angeles County on December 2, 1999, as Document No. 99-2219083.

C. On February 26, 2003, the parties executed that certain First Amendment to Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "First Amendment"). The Original Easement, as amended by the First Amendment, is referred to herein as the "Adjacent Property Easement."

D. On March 15, 2005, the parties executed that certain Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement completely superseded and restated the Adjacent Property Easement, and provided for easements and use restrictions encumbering certain Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property described in the attached Exhibit B (the "City Property").

E. The parties desire to execute and thereafter record this Modification to provide for the modification of, and, if certain circumstances occur, the termination of, easements and use restrictions encumbering the Adjacent Property in favor of the City and benefitting the City Property.

F. The purpose of this Modification is to facilitate the Authority's construction of a Replacement Terminal Project at the Bob Hope Airport. This Modification is one element of a complex series of actions and agreements to provide for the Authority's ability to construct a Replacement Terminal Project and to provide for the City's receipt of protections that will be afforded by an amendment of the Authority's establishing joint powers agreement.

G. References herein to "the Authority" and "the City" shall include grantees, successors and assigns of the Authority and the City, as applicable.

NOW, THEREFORE, the Restated Adjacent Property Easement is hereby modified, as of the date of recordation hereof, as follows:

1. Modification of Easements.

1.1 Modification for Adjacent Property Replacement Passenger Terminal. This Subsection 1.1 shall only be effective if and when the Authority records a Memorandum of Adjacent Property Replacement Passenger Terminal Selection in substantially the form set forth on the attached Exhibit C ("Adjacent Property Terminal Selection Memo"). Upon such a recordation, the Adjacent Property Easements are modified to allow use of the Adjacent Property for a 14-gate 355,000 square foot replacement passenger terminal and ancillary improvements explicitly permitted by Burbank City Council Resolution No. 16-28,870 adopted by the City pursuant to Public Utilities Code Section 21661.6 ("PUC Section 21661.6").

1.2 Modification for Southwest Quadrant Replacement Passenger Terminal. This Subsection 1.2 shall only be effective if and when the Authority records a

Memorandum of Southwest Quadrant Replacement Passenger Terminal Selection in substantially the form set forth on the attached Exhibit D ("Southwest Quadrant Terminal Selection Memo"). Upon such a recordation, the Adjacent Property Easements are modified to allow use of the Adjacent Property for general aviation and the ancillary improvements explicitly permitted by Burbank City Council Resolution No. 16-28,870 adopted by the City pursuant to PUC Section 21661.6. Notwithstanding any potentially contrary authority, the Adjacent Property Easements shall preclude, without limitation, Commercial Airline passenger terminal-related functions including remote or contact aircraft gates.

2. Modification of Use Restrictions.

2.1 Modification for Adjacent Property Replacement Passenger Terminal. This Subsection 2.1 shall only be effective if and when the Authority records an Adjacent Property Terminal Selection Memo. Upon such a recordation, the Adjacent Property Use Restrictions are modified to allow use of the Adjacent Property for a 14-gate 355,000 square foot replacement passenger terminal and ancillary improvements explicitly permitted by Burbank City Council Resolution No. 16-28, 870 adopted by the City pursuant to PUC Section 21661.6.

2.2 Modification for Southwest Quadrant Replacement Passenger Terminal. This Subsection 2.2 shall only be effective if and when the Authority records a Southwest Quadrant Terminal Selection Memo. Upon such a recordation, the Adjacent Property Use Restrictions are modified to allow use of the Adjacent Property for general aviation and the ancillary improvements explicitly permitted by Burbank City Council Resolution No. 16-28, 870 adopted by the City pursuant to PUC Section 21661.6. Notwithstanding any potentially contrary authority, the Adjacent Property Use Restrictions shall preclude, without limitation, Commercial Airline passenger terminal-related functions including remote or contact aircraft gates.

3. Recordation of Modification. This Modification shall be recorded upon the occurrence of both of the following: (i) the Los Angeles County Registrar-Recorder/County Clerk certifies the results of the November 8, 2016, Measure B ballot measure to the City Council and the City Council declares an affirmative Measure B vote resulting in the ratification of such ordinance and all other City discretionary approvals for the Replacement Terminal Project (Project); and (ii) either (a) passage of 90 days following the affirmative Measure B vote without the filing of a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project; or (b) resolution of each such lawsuit by a court of competent jurisdiction in a final decision that upholds the challenged matter(s). If there is no such lawsuit, then the recordation date shall be February 7, 2017. If there is such a lawsuit, then the recordation date shall be the date on which a final decision of a court of competent jurisdiction has upheld the challenged matter(s). If Burbank voters do not approve the Measure B ballot measure, or if a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project is sustained by a final decision of a court of competent jurisdiction and there is no appeal thereof, then this Modification will never become

effective nor recorded and shall have no force or effect and shall be considered to be void ab initio.

4. Recordation of Terminal Selection Memo. Upon determining where it will construct a replacement passenger terminal, the Authority may unilaterally record on the Adjacent Property either but not both the Adjacent Property Terminal Selection Memo or the Southwest Quadrant Terminal Selection Memo. This Modification shall constitute the City's consent to the Authority's unilateral recordation of one, but only one, of such memoranda.

5. Termination of Adjacent Property Easement. The City shall terminate all of the Adjacent Property Easements and all of the Adjacent Property Use Restrictions by executing and recording a Termination Instrument substantially in the form set forth in the attached Exhibit E when, and only if, both of the following conditions precedent have been satisfied: (i) the Authority has recorded an Adjacent Property Terminal Selection Memo; and (ii) the Building Official for the Replacement Terminal Project has issued the parties written notice that the replacement passenger terminal foundation has been poured and one replacement passenger terminal wall has been erected. Execution and recordation of the Termination Instrument shall be completed within 30 days of such notice, and the City Manager is authorized to perform such actions without additional City Council review or approval.

6. Definitions. The definitions set forth in the attached Exhibit F shall apply to this Modification.

7. Dispute Resolution. The dispute resolution procedure set forth in Section 6.1 of the Restated Adjacent Property Easement applies solely to disputes arising out of the Restated Adjacent Property Easement as modified by this Modification. Such procedure is inapplicable to disputes arising out of the September 15, 1991 Amended and Restated Joint Exercise of Powers Agreement Among the Cities of Burbank, Glendale and Pasadena Creating an Agency To Be Known As The Burbank-Glendale-Pasadena Airport Authority (which the Authority is not a party to) and is inapplicable to disputes arising out of any other contract to which the Authority is a party including the January 10, 2017 Development Agreement executed by the parties.

8. Exhibits. The following exhibits are attached to this Modification and incorporated herein for all purposes:

Exhibit A — Adjacent Property Legal Description

Exhibit B — City Property Legal Description

Exhibit C — Memorandum of Adjacent Property Replacement Passenger Terminal Selection

Exhibit D — Memorandum of Southwest Quadrant Replacement Passenger Terminal Selection

Exhibit E — Termination Instrument

Exhibit F — Definitions

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property has been executed by the parties hereto on the day and year first above written.

"CITY"

CITY OF BURBANK,
a charter city and municipal corporation

Jess Talamantes, Mayor

Ron Davis, City Manager

ATTEST:

Zizette Mullins, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Amy Albano, City Attorney

Special Counsel

Kaplan Kirsch & Rockwell LLP
By: Peter J. Kirsch

"AUTHORITY"

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY,
a joint powers agency

Frank Quintero, President

Dan Feger, Executive Director

ATTEST:

Sue Loyd, Board Clerk

APPROVED AS TO FORM:

General Counsel

Richards, Watson & Gershon
A Professional Corporation
By: Terence Boga

Special Counsel

McDermott, Will & Emery
By: Tom Ryan

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, before me, _____,
(insert name and title of the officer)

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, before me, _____,
(insert name and title of the officer)

(Seal)

EXHIBIT A
ADJACENT PROPERTY LEGAL DESCRIPTION

1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100° 12' WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89° 03' 06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT

CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK- GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 12° 54' 21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH 89° 01' 33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE

SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH $89^{\circ} 01' 33''$ WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH $12^{\circ} 54' 21''$ WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH $89^{\circ} 01' 33''$ EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH $0^{\circ} 58' 27''$ WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B
CITY PROPERTY LEGAL DESCRIPTION

PARCEL 1:

(COMMONLY KNOWN AS FIRE STATION NO. 13 AND LUNDIGAN PARK):

ALL THAT REAL PROPERTY CONVEYED TO THE CITY OF BURBANK BY GRANT DEED FROM THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, RECORDED OCTOBER 5, 1990 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AS DOCUMENT NO. 90-170540, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, T1N, R14W, SAN BERNARDINO MERIDIAN IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 21, 1876, WHICH LIES EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE CENTER LINE OF THORNTON AVE. THAT IS NORTH 89° 41' 58" WEST 376.10 FEET FROM THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF NAOMI STREET AS SHOWN ON THE MAP RECORDED IN BOOK 122, PAGE 36 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 28' 32" EAST 332.74 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 THAT IS 374.11 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF.

PARCEL 2:

(COMMONLY KNOWN AS ROBERT E. GROSS PARK):

ALL THAT REAL PROPERTY CONVEYED TO THE CITY OF BURBANK, BY GRANT DEED FROM LOCKHEED CORPORATION (AS SUCCESSOR-IN-INTEREST TO LOCKHEED PROPERTIES, INC.) RECORDED APRIL 6, 1994 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AS DOCUMENT NO. 94-676793, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10; THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 10 NORTH 89° 45' 05" WEST 490.78 FEET; THENCE SOUTH 0° 08' 31" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 08' 31" WEST 373.40 FEET TO A POINT IN THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, AS SHOWN ON MAP OF TRACT NO. 13067, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 257 PAGES 34 AND 35 OF MAPS; THENCE ALONG SAID NORTHERLY LINE SOUTH 77° 24' 11" EAST 502.51 FEET TO A POINT IN THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 08' 31" WEST 15.36 FEET TO THE SAID NORTHERLY LINE OF SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE ALONG SAID NORTHERLY LINE SOUTH 77° 24' 11" EAST 2.29 FEET; THENCE NORTH 0° 18' 44" EAST 496.72 FEET TO A LINE THAT IS PARALLEL TO AND 40.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 10; THENCE ALONG SAID PARALLEL LINE NORTH 89° 47' 34" WEST 3.68 FEET; THENCE NORTH 89° 45' 05" WEST 490.72 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

(COMMONLY KNOWN AS CITY OF BURBANK FIRE TRAINING FACILITY, RALPH FOY PARK, NORTHWEST LIBRARY AND PUBLIC SERVICE DEPARTMENT SWITCHING STATION (AKA THE SCADA CENTER)):

ALL THAT REAL PROPERTY CONVEYED TO THE CITY OF BURBANK, BY GRANT DEED FROM EMMA S. CLAUSON AND BARTON GRIFFITH, AS TRUSTEES OF THE ESTATE OF EMMA S. SMITH, RECORDED APRIL 5, 1940 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA IN BOOK 17416 AT PAGE 130 (EXCEPTING THEREFROM THOSE THREE PARCELS DESCRIBED IN THE GRANT DEEDS RECORDED IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA AS DOCUMENT NUMBERS 84-277828, 95-2054854 AND 96-2063568, RESPECTIVELY), WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, EXCEPTING THEREFROM THE WESTERLY 290 FEET OF THE SOUTHERLY 300 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID

LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 21, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF HOLLYWOOD WAY AS ESTABLISHED BY RESOLUTION OF THE CITY OF BURBANK, RECORDED MAY 2, 1945, IN BOOK 21896, PAGE 309, OFFICIAL RECORDS, DISTANT SOUTHERLY ALONG SAID EASTERLY LINE 120 FEET FROM THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 90 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "THENCE SOUTHERLY PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 90 FEET;" IN THE DEED DATED OCTOBER 27, 1960, FROM LOCKHEED AIRCRAFT CORPORATION TO CITY OF BURBANK, RECORDED IN BOOK D-1046, PAGE 674, OFFICIAL RECORDS; THENCE NORTHERLY ALONG SAID CERTAIN COURSE PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 90 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHERLY TERMINUS TO SAID HEREINABOVE DESCRIBED EASTERLY LINE OF HOLLYWOOD WAY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE TO SAID LAST MENTIONED EASTERLY LINE; THENCE SOUTHERLY ALONG SAID HOLLYWOOD WAY TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 14 WEST, S.B.B. & M., IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 21, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF HOLLYWOOD WAY AS ESTABLISHED BY RESOLUTION NO. 2757 OF THE COUNCIL OF THE CITY OF BURBANK, RECORDED MAY 2, 1945 AS DOCUMENT NO. 1445 IN BOOK 21896, PAGE 309 OF OFFICIAL RECORDS OF SAID COUNTY, DISTANT SOUTHERLY ALONG SAID EASTERLY LINE 565 FEET FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 682 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST MENTIONED PARALLEL LINE 313 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 424 FEET TO A POINT; THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 50 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 111 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 30 FEET, MEASURED AT RIGHT

ANGLES FROM THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SAID PARALLEL LINE ALSO BEING THE SOUTHERLY LINE OF PACIFIC AVENUE CREATED 60 FEET WIDE BY RESOLUTION NO. 11,065 OF THE COUNCIL OF THE CITY OF BURBANK, RECORDED APRIL 24, 1957 AS DOCUMENT NO. 2769 IN BOOK 54307, PAGES 320 ET SEQ. OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG LAST MENTIONED PARALLEL LINE 263 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE MODE O'DAY FROCK SHOPS OF HOLLYWOOD FROM THE CITY OF BURBANK BY DEED RECORDED JULY 8, 1965 AS DOCUMENT NO. 859 IN BOOK D-2968, PAGE 713 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE TRUE POINT OF BEGINNING. (SAID LAND IS ALSO KNOWN AS PARCEL 3, PARCEL MAP NO. 1, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 4, PAGE 8 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.)

ALSO EXCEPTING THEREFROM THE REAL PROPERTY IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 2, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 1, FILED IN BOOK 4, PAGE 8 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C
MEMORANDUM OF ADJACENT PROPERTY
REPLACEMENT PASSENGER TERMINAL SELECTION

(attached)

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

With a copy to:

City of Burbank
275 East Olive Avenue
Burbank, CA 91505
Attn: City Clerk

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MEMORANDUM OF ADJACENT PROPERTY
REPLACEMENT PASSENGER TERMINAL SELECTION**

THIS MEMORANDUM OF ADJACENT PROPERTY REPLACEMENT PASSENGER TERMINAL SELECTION (this "Memorandum") is dated as of _____, _____ and is made by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority").

RECITALS

A. The Authority and the City of Burbank ("City") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City have executed a _____, 2016 Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on _____, 2016 in the Official Records of Los Angeles County as Document No. _____.

C. Sections 1 and 2 of the Modification provide for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000 square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3).

NOW, THEREFORE, the Authority states as follows:

1. Adjacent Property Terminal Selection. The Authority represents and warrants that it has chosen to construct the replacement passenger terminal on the Adjacent Property.

2. Effective Date. This Memorandum shall be effective upon recordation.

Executed:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY
a joint powers agency

President

ATTEST:

Board Clerk

APPROVED AS TO FORM:

General Counsel

Adjacent Property Terminal Selection Memo
Exhibit A
Adjacent Property Legal Description

1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100' 12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89° 03' 06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK- GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 12° 54' 21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH

89° 01' 33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 01' 33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12° 54' 21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89° 01' 33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT D
MEMORANDUM OF SOUTHWEST QUADRANT
REPLACEMENT PASSENGER TERMINAL SELECTION

(attached)

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

With a copy to:

City of Burbank
275 East Olive Avenue
Burbank, CA 91505
Attn: City Clerk

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MEMORANDUM OF SOUTHWEST QUADRANT
REPLACEMENT PASSENGER TERMINAL SELECTION**

THIS MEMORANDUM OF SOUTHWEST QUADRANT REPLACEMENT PASSENGER TERMINAL SELECTION (this "Memorandum") is dated as of _____, _____ for reference purposes and is made by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority").

RECITALS

A. The Authority and the City of Burbank ("City") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City have executed a _____, 2016 Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on _____, 2016 in the Official Records of Los Angeles County as Document No. _____.

C. Sections 1 and 2 of the Modification provide for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000 square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3).

NOW, THEREFORE, the Authority states as follows:

1. Southwest Quadrant Terminal Selection. The Authority represents and warrants that it has chosen to construct the replacement passenger terminal on the Bob Hope Airport's Southwest Quadrant.

2. Effective Date. This Memorandum shall be effective upon recordation.

Executed:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

President

ATTEST:

Board Clerk

APPROVED AS TO FORM:

General Counsel

Southwest Quadrant Terminal Selection Memo
Exhibit A
Adjacent Property Legal Description

1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100' 12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89° 03' 06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK- GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 12° 54' 21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH

89° 01' 33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 01' 33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12° 54' 21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89° 01' 33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT E
TERMINATION INSTRUMENT

(attached)

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

City of Burbank
275 East Olive Avenue
Burbank, CA 91505
Attn: City Clerk

With a copy to:

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

TERMINATION OF CITY EASEMENTS AND USE RESTRICTIONS

THIS TERMINATION OF CITY EASEMENTS AND USE RESTRICTIONS ("Termination") is dated as of _____, _____ and is made by the CITY OF BURBANK, a charter city and municipal corporation (the "City").

RECITALS

A. The City and the Burbank-Glendale-Pasadena Airport Authority ("Authority") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City executed a _____, 2016 Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on _____, 2016 in the Official Records of Los Angeles County as Document No. _____.

C. The Modification provided for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000

square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3).

D. The Authority executed a _____, 20__ Memorandum of Adjacent Property Replacement Passenger Terminal Selection ("Adjacent Property Terminal Selection Memo"), which was recorded on _____, 20__ in the Official Records of Los Angeles County as Document No. _____.

E. The Building Official for the Authority's Replacement Terminal Project has issued the City and the Authority a _____, 20__ written notice that the replacement passenger terminal foundation has been poured and one replacement passenger terminal wall has been erected.

F. Pursuant to Section 5 of the Modification, as a result of the Authority's recordation the Adjacent Property Terminal Selection Memo and the Building Official's issuance of written notice that the replacement passenger terminal foundation has been poured and one replacement passenger terminal wall has been erected, the City is required to terminate the easements and use restrictions set forth in the Restated Adjacent Property Easement by executing and recording a termination instrument within 30 days of such notice.

NOW, THEREFORE, the City states as follows:

1. Termination. The Restated Adjacent Property Easement and the Modification are terminated in their entirety and have no further force or effect.
2. Effective Date. This Termination shall be effective upon recordation.

Executed:

City of Burbank

City Manager

Attest:

City Clerk

Approved as to Form
Office of City Attorney

City Attorney

Termination Instrument
Exhibit A
Adjacent Property Legal Description

1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100' 12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89° 03' 06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK- GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 12° 54' 21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH

89° 01' 33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 01' 33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12° 54' 21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89° 01' 33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT F DEFINITIONS

1. "Commercial Airline" shall mean an airline that both: (a) uses the passenger terminal for scheduled service; and (b) has executed an airport use agreement with the Authority.
2. "Replacement Terminal Project" is defined as: (a) construction of one 14-gate passenger terminal of not more than 355,000 square feet and 6,637 public parking spaces to be constructed on either the Adjacent Property or the Southwest Quadrant; (b) construction of associated landside or airside improvements, including but not limited to roadways, parking facilities, a replacement air cargo building, a ground service equipment maintenance building, an aircraft rescue and firefighting station, and associated infrastructure necessary to serve the passenger terminal; and (c) demolition of the existing 14-gate 232,000 square foot passenger terminal located on the Southeast Quadrant, the existing four-level public parking structure located on the Southeast Quadrant, and certain other improvements located on the Southeast quadrant of the Airport.
3. "Southeast Quadrant" shall mean shall mean the approximately 39.9 acres of Authority-owned land located southerly of the Airport's runway 8-26 and easterly of the Airport's runway 15-3
4. "Southwest Quadrant" shall mean the approximately 43.2 acres of Authority-owned land located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3.

EXHIBIT E
PUC SECTION 21661.6(e) RESOLUTION

(Attached.)

RESOLUTION NO. 16-28,870

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK
APPROVING THE BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY'S PLANS FOR USE OF THE ADJACENT PROPERTY
AND A-1 NORTH PROPERTY PURSUANT TO PUBLIC UTILITIES
CODE SECTION 21661.6(e).

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. On April 30, 1996, the Council of the City of Burbank approved certain procedures concerning noticing, standards for review, and other matters relating to public hearings and City Council approval of acquisition of property and plans for use of airport property including necessary findings pursuant to California Public Utilities Code ("PUC") Section 21661.6 ("Procedures").

B. Resolution No. 25,633 approved the acquisition by the Burbank-Glendale-Pasadena Airport Authority ("Authority") of the Adjacent Property ("Adjacent Property") which is 49.26 acres of land, a portion of the land formerly known as the Lockheed B-6 property. Resolution No. 28,191 approved a Plan for Use of the Adjacent Property allowing 25 acres to be used for storage of movie production vehicles and equipment, and 16.7 acres ("Parking Lot A") to be used for a maximum of 1,592 passenger parking spaces and 581 employee parking spaces ("Adjacent Property Plan").

C. Resolution No. 26,893 approved the Authority's acquisition and use of approximately 26.7 acres known as the A-1 North Property. On August 24, 2010, Resolution No. 28,190, approved a Plan for Use of the A-1 North Property for the construction of the Regional Intermodal Transportation Center ("A-1 North Property Plan").

D. The Authority has applied to the City for a Development Agreement, zoning and easement changes, and changes to the Adjacent Property Plan and the A-1 North Property Plan, as more fully described below, to allow the following: a 14-gate, 355,000 square foot replacement terminal and replacement parking; airport-related service buildings; fire station; terminal access road; extensions of taxiways and internal roads; closing of parking lots; and demolition of existing terminal and adjacent parking structure (collectively "Project"). The Authority has requested City approval for two separate development options, only one of which would ultimately be developed. One would develop the replacement terminal on the Adjacent Property ("Adjacent Property Option") and the second would develop the replacement terminal on the Southwest Quadrant of airport property with general aviation facilities being relocated to the Adjacent Property ("Southwest Quadrant Option").

E. On May 6, 2016, the Authority submitted applications to modify the Adjacent Property Plan and the A-1 North Property Plan (collectively "Applications"). The Applications seek alternative modifications to the Adjacent Property Plan and the A-1 North Property Plan to authorize either the Adjacent Property Option or Southwest Quadrant Option as follows:

1. Pursuant to the Adjacent Property Option, there would be no change to the A-1 North Property Plan. The Plan for Use for the Adjacent Property under this Option would be amended and restated to allow the replacement terminal and ancillary improvements, as more fully described in Exhibit A, attached hereto.
2. Pursuant to the Southwest Quadrant Option, the A-1 North Property Plan would be amended to allow realignment of a section of a loop road and provide a shuttle drop-off and pick-up area. The Plan for Use for the Adjacent Property under this Option would be amended and restated to allow use for general aviation facilities and ancillary improvements, as more fully described in Exhibit B, attached hereto.

F. On July 1, 2016, the City issued a Preliminary Analysis of the proposed changes in the Adjacent Property Plan and A-1 North Property Plan, as required by the Procedures. The Preliminary Analysis concluded that the proposed changes to the Plan for Use of the Adjacent Property and the A-1 North Property would meet the requirements for approval as set forth in the Procedures.

G. The Replacement Terminal Project was analyzed and examined in a Final Environmental Impact Report (State Clearinghouse No. 2015121095) ("FEIR"). On July 11, 2016, through the adoption of Authority Commission Resolution No. 469, the Authority, as lead agency, certified the FEIR in accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15090, adopted findings in accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091, and issued a Statement of Overriding Considerations in accordance with CEQA Guidelines Section 15093. A Mitigation Monitoring Program (MMRP) was also adopted in accordance with CEQA Guideline Section 15097. The City, as a Responsible Agency under CEQA, considered the FEIR prior to taking action on the Project, made the necessary findings under CEQA, and approved the MMRP, by adopting City Resolution No. 16-28,869.

H. On July 25, 2016, the Council held a public hearing to consider the Applications; the hearing was properly noticed in accordance with the provisions of the Procedures. The City Council considered the report and recommendations of City staff, the PUC Preliminary Analysis, the environmental effects of the Project as shown in the FEIR prepared by the lead agency, all evidence presented, and testimony and written comments submitted by the public prior to and at said public hearing.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The advantages to the public of the proposed Plan for Use of the Adjacent Property under the Adjacent Property Option as detailed in Exhibit A and Plan for Use of the Adjacent Property and Plan for Use of the A-1 North Property under the Southwest Quadrant Option, as detailed in Exhibit B, outweigh the disadvantages to both the public and the environment. The approval of the Plans are consistent with the objective of adopting land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses. The evidence supporting this finding is in Exhibit C, attached hereto and incorporated herein.

2. PUC §21661.6 (e) approval for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the Plan for Use of the A-1 North Property is granted as follows and subject to the conditions set forth in Exhibit D.

2.1 This Subsection 2.1 shall only be effective if and when the Authority records a Memorandum of Adjacent Property Replacement Passenger Terminal Selection pursuant to the Modification To Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property authorized by Ordinance No. 16-3,882 ("Modification to Easement"). Upon such recordation, the Plan for Use of the Adjacent Property is amended and restated to allow use of the Adjacent Property for a 14-gate 355,000 square foot replacement passenger terminal and ancillary improvements, as detailed in Exhibit A, attached hereto. Upon such recordation, Subsection 2.2 shall be null and void.

2.2 This Subsection 2.2 shall only be effective if and when the Authority records a Memorandum of Southwest Quadrant Replacement Passenger Terminal Selection pursuant to the Modification to Easement. Upon such recordation, the Plan for Use of the Adjacent Property is amended and restated to allow use of the Adjacent Property for general aviation and ancillary improvements, as detailed in Exhibit B, attached hereto. Further, upon such recordation, the Plan for Use of A-1 North as set forth by Resolution No. 28,190 is amended to allow a shuttle drop off/pick up area and a section of relocated recirculated loop road, as detailed in Exhibit B, attached hereto. Upon such recordation, Subsection 2.1 shall be null and void.

3. The City Clerk of the City of Burbank shall mail a copy of this Resolution to the Authority.

PASSED and ADOPTED this 25th day of July 2016.

s/Jess A. Talamantes

Jess A. Talamantes

Mayor

Attest:

s/Zizette Mullins

Zizette Mullins, MMC, City Clerk

Approved as to Form

Office of the City Attorney

By: S/Amy Albano

Amy Albano, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Zizette Mullins, MMC, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 25th day of July, 2016, by the following vote:

AYES: Gabel-Luddy, Frutos, Rogers and Talamantes.

NOES: Gordon.

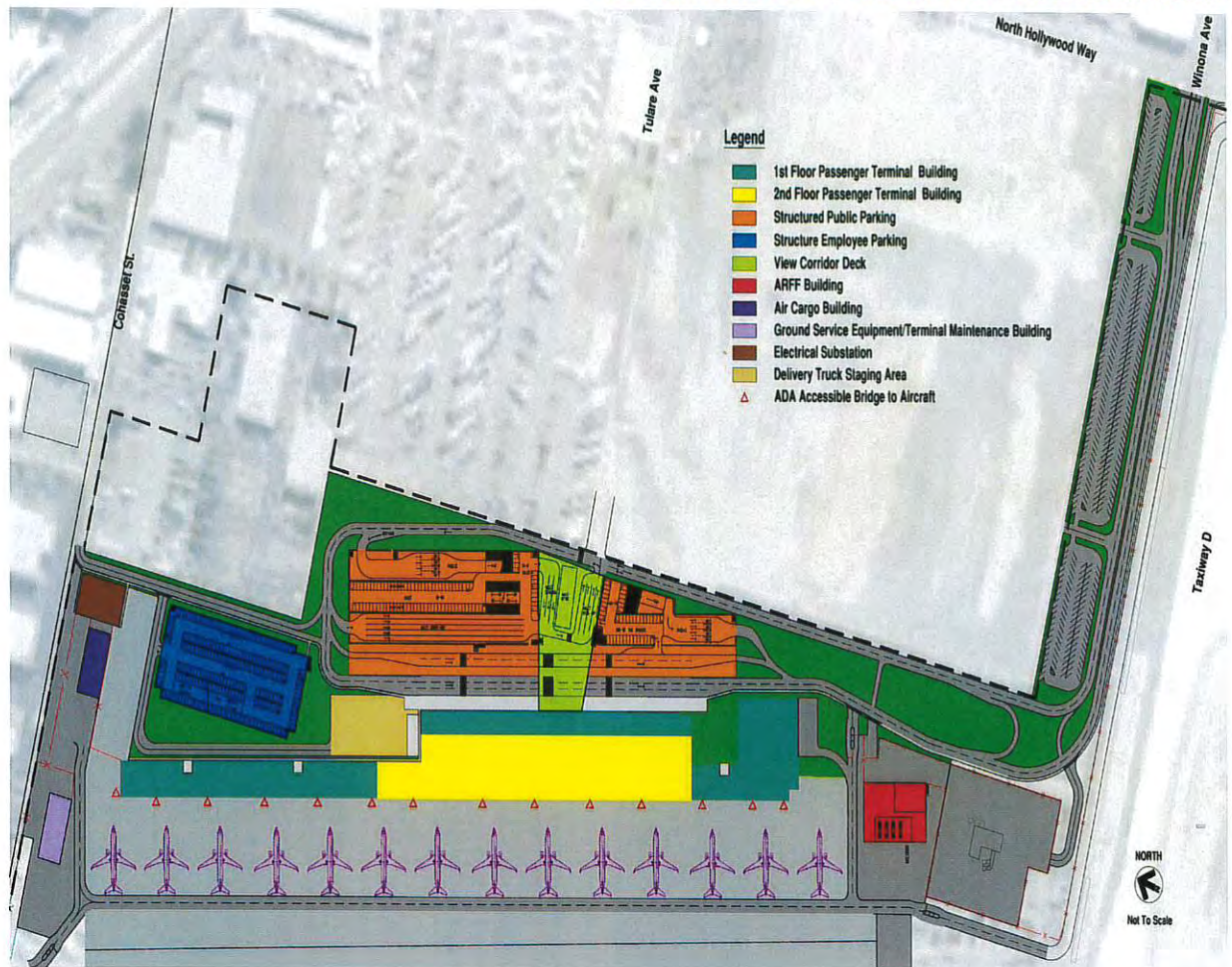
ABSENT: None.

s/Zizette Mullins

Zizette Mullins, MMC, City Clerk

EXHIBIT A
Amended and Restated Plan for Use of Adjacent Property
Adjacent Property Option

- A. No changes to Plan for Use for A-1 North Property, as approved by the City Council in Resolution 28,190
- B. Plan For Use of Adjacent Property is amended and restated as follows (the attached site plan is incorporated herein):
1. 14 gate passenger terminal - 355,000 square feet - 2 floors with basement, which includes:
 - Tenant space
 - Tenant common areas
 - Concessions
 - TSA/security
 - Public space
 - Authority offices
 - Indoor luggage return
 - Mechanical/utility plant
 2. New Air Cargo Building – 8,000 square feet
 3. New Ground Service Equipment/Terminal Maintenance Building – 8,000 square feet
 4. Parking:
 - New structure – 3180 passenger vehicle spaces with valet center
 - New employee parking structure -- 600 spaces
 - View corridor deck – 35,175 square feet
 - Valet office under view corridor deck – 5,000 square feet
 5. Close Parking Lot A (when replacement parking is constructed and opened)
 6. Realignment and extensions of taxiways, apron and pavement including:
 - Airline parking ramp – 413,600 square feet
 - Taxiway access pavement (on Adjacent Property) – 144,639 square feet
 - Delivery truck staging – 48,130 square feet
 - Ground access vehicle staging – 113,340 square feet
 7. Replacement Aircraft Rescue and Fire Fighting/POLICE/EOC Building (ARFF) - 25,000 square feet
 8. New loop road of 7,000 lineal feet
 9. Remove all other lease uses (including, e.g., Desmond's facility) upon start of construction of the Replacement Terminal
 10. Electrical substation of 10,000 square feet

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

6

EXHIBIT 3B
SITE PLAN, 1 OF 2

EXHIBIT B
Amended and Restated Plan for Use of Adjacent Property and
Amended Plan for Use of A-1 North Property
Southwest Quadrant Option

A. Plan for Use of A-1 North Property, as approved by the City Council in Resolution 28,190, is amended to allow a shuttle drop off/pick up area and a section of relocated recirculated loop road as depicted in the site plan, below, which is incorporated herein.

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE
SITE PLAN, 2 OF 2
****Map Not Shown****

Original map may be viewed in the City Clerk's Office of the City of Burbank at the following address:

Burbank City Hall
City Clerk's Office
275 E. Olive Ave.
Burbank, California 91502

Tel: (818) 238-5851

B. Plan for Use of Adjacent Property is amended and restated as follows (see site plan below, which is incorporated herein):

1. General aviation hangar, parcel 1, 2, 3 – 215,771 square feet (The square footage of general aviation hangars/offices on the Adjacent Property may not exceed the square footage of general aviation hangars/offices demolished on the Southwest Quadrant of the airport.)
2. General aviation ramp, parcel 1, 2, 3 – 1,294,257 square feet
3. Leasable public access/road – 208,950 square feet
4. Replacement ARFF – 25,000 square feet
5. Rental car storage area – 196,360 square feet
6. Landscape/drainage area – 115,000 square feet
7. Public access road – 2,950 lineal feet
8. Electrical substation – 10,000 square feet
9. Close parking lot A (when replacement parking is constructed and opened on the Southwest Quadrant)
10. Remove all other lease uses (including, e.g., Desmond's facility) once construction begins on the Adjacent Property.

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE
GENERAL AVIATION HANGARS

****Map Not Shown****

Original map may be viewed in the City Clerk's Office of the City of Burbank at the following address:

Burbank City Hall
City Clerk's Office
275 E. Olive Ave.
Burbank, California 91502

Tel: (818) 238-5851

Exhibit C
Evidence in Support of PUC 21661.6(e) Approval Findings

A. The existing passenger terminal does not meet current FAA safety standards and CA seismic standards. A new terminal will be built to these safety standards, as well as being a modern, convenient and efficient passenger terminal.

B. Both the Adjacent Property Option and Southwest Quadrant Option provide for a replacement 14-gate passenger terminal. Because the number of gates is not changing from the existing terminal, the growth for the No Project alternative is the same as the projected growth for either Option. The FEIR compared the two Options against the No Project alternative (FEIR, Vol. 1, ES-13-21). The tables on these pages generally show that impacts are the same or similar to the No Project alternative. The impacts that are greater are generally construction-related and not operationally related.

B. Overall, the Adjacent Property Option has no significant environmental impacts as to noise and Southwest Quadrant Option has one that is less than significant with mitigation (FEIR, Vol. 1, E-9). All traffic-related impacts under either Option are less than significant with appropriate mitigation measures (FEIR, Vol. 1, E-10). Mitigation measures range from adding new turn lanes to signaling an intersection. Each Option requires a Construction Management Plan that will include street closure information, a detour plan, haul routes and staging plans (FEIR, Vol. 1, 3.17- 20 and 3.17-29).

C. Besides the air quality impacts referenced below, all other environmental impacts caused by either the Adjacent Property Option or Southwest Quadrant Option are non-existent, less than significant or less than significant with implementation of mitigation measures (FEIR, Vol. 1, ES-5-6).

D. The FEIR identified only certain air quality impacts as being significant and unavoidable, meaning that no mitigation measure is feasible that would bring the impact to a level of less than significant (FEIR, Vol. 1, ES-5-6). The two Options, as well as the No Project alternative, all affect air quality in a similar way especially as to operations. There are two impacts listed that are significant for No Project, but less than significant for the Adjacent Property Option and Southwest Quadrant Option (FEIR, Vol. 1, ES-5). The No Project alternative causes air quality significant impacts in part because the growth projections are the same for both Options and No Project alternative. (FEIR, Vol. 1, Chapter 3.4.)

E. Based on the required design features and mitigation measures for the Project, the environmental impacts created by the Adjacent Property Option are no greater than the No Project alternative. Therefore, the advantages of having a modern and safer passenger terminal do not create any "disadvantages to the public or environment." As to the Southwest Quadrant Option there is only one air quality impact of generation of toxic air contaminants that is significant and unavoidable as compared to the NO project alternative. Still, based on all of the design features and mitigation

measures for the Project, the advantages to the public and environment outweigh this unavoidable significant adverse impact.

F. The approvals for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the A-1 North Property Plan and Authority's use of the Adjacent Property and the A-1 North Property is limited to those uses and subject to those restrictions set forth in this Resolution.

G. The approvals for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the A-1 North Property Plan will cause, enable, approve, or authorize the Authority to erect structures, or engage in any construction or development for the purposes of expanding or enlarging the Airport only as provided herein.

H. The approvals for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the A-1 North Property Plan shall not be interpreted to allow uses that are in any manner inconsistent with the terms of other City land use approvals or entitlements including, without limitation, any Planned Development zoning and any Development Agreement for the Project.

I. The approvals for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the A-1 North Property Plan will not directly or indirectly lead to an increase in noise from the Airport and will not directly or indirectly impede the ability of the Airport Authority to secure noise relief for the residents of Burbank consistent with City policies.

EXHIBIT D
Amended and Restated Plan for Use of the Adjacent Property and
Amendment to Plan for Use of A-1 North Property
Conditions of Approval

The Conditions of Approval are as follows:

1. The square footage and location of any structure or facility shall not exceed the size and location set forth in this Resolution.
2. The use of the A-1 North Property and the Adjacent Property shall be in conformity with all other City approvals and the Adjacent Property Easement and may not be modified without further City approval pursuant to PUC § 21661.6(e).
3. The Authority shall construct and maintain the terminal access roads for all terminal alternatives to allow all airport shuttles, Metro buses, and BurbankBus vehicles to access the terminal at no cost to public transit operators. Adequate transit-only bypass lanes shall be provided to allow all transit vehicles to have dedicated bus stop locations for passenger boarding and alighting. These bypass lanes shall be constructed so that they allow vehicles to bypass vehicle traffic congestion caused by passenger car pick-up and drop-off activity in front of the terminal, and shall be of a length sufficient enough to allow transit vehicles to bypass vehicle queuing caused by congestion at the terminal entrance corresponding to the peak travel day of the airport. The Authority shall provide a dedicated passenger boarding and alighting area for all transit vehicles in front of the main terminal entrance, and this area shall be improved with lighting, shelters, transit information, and other transit passenger amenities.
4. The Authority shall provide a dedicated passenger shuttle system -- having a minimum frequency of 10 minutes during peak hours and 20 minutes during non-peak hours -- between the main airport terminal entrance and the Airport RITC, which includes the Burbank Airport Metrolink Station. The Authority shall provide a dedicated passenger shuttle to the future Hollywood Way Metrolink Station.
5. The Authority shall collaborate with Metro or other transit providers to accommodate any future extension of the Metro Orange Line, Metro Red Line, or other regional transit facility, to provide a direct regional transit connection to either the Adjacent Property or Southwest Quadrant Option.
6. If the Authority constructs the Adjacent Property Option and a private commercial development is approved on land abutting the Adjacent Property (on the Trust Property of former B-6 property), the Airport shall, if requested by the City of Burbank or the developer of said site, connect the proposed development to the airport circulation system to provide a direct connection for pedestrians, bicyclists, and transit vehicles to the main terminal entrance. This connection shall be provided at a point located along an imaginary extension of the center line of Tulare Street extended

westward from Hollywood Way to the point where the extension of the center line intercepts the Adjacent Property.

7. Authority shall install a bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees working at the terminal are likely to see it. Information in the area shall include, but is not limited to, the following:
 - a. Current maps, routes and schedules for public transit routes serving the site.
 - b. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators.
 - c. Ridesharing promotional material supplied by commuter-oriented organizations.
 - d. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information.
 - e. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.
8. Authority shall install and maintain a total of fifty (50) bicycle racks or other secure bicycle parking as follows. Ten (10) bicycle spots at the Valet Center for the new terminal parking and forty (40) spaces near the new employee parking structure. A bicycle parking facility may also be a fully enclosed space or locker accessible only to the owner or operator of the bicycle, which protects the bike from inclement weather.
9. Authority shall provide a safe and convenient zone in which employee vanpool and carpool vehicles may deliver or board their passengers.
10. Authority shall construct private sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development.
11. Authority shall construct safe and convenient access from the external circulation system to bicycle parking facilities on-site.
12. All landscaped areas shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

EXHIBIT F
MASTER ORDINANCE

(Attached.)

ORDINANCE NO. 16-3,882

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
BURBANK APPROVING MATTERS RELATED TO THE BOB
HOPE AIRPORT REPLACEMENT TERMINAL PROJECT:
DEVELOPMENT AGREEMENT AND AMENDMENTS TO
PLANNED DEVELOPMENT ZONE NOS. 2004-169 and 2004-
170; AND MODIFICATION TO THE ADJACENT PROPERTY
EASEMENT (BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY, APPLICANT)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank-Glendale-Pasadena Airport Authority ("Authority") has applied to the City for a Development Agreement, zoning and easement changes as more fully described below, to allow the following projects at Bob Hope Airport: 14-gate, 355,000 square foot replacement terminal and replacement parking; airport-related service buildings; fire station; terminal access road; extensions of taxiways and internal roads; closing parking lots; and demolition of existing terminal and adjacent parking structure (collectively "Project" or "Replacement Terminal Project").

B. If Council approves this Project and adopts this Ordinance, voters will be asked to ratify the Ordinance as required by Burbank Municipal Code Section 2-3-112 (also known as Measure B), before the Ordinance becomes effective.

C. On July 7, 2016, the Planning Board held a duly noticed public hearing on the Development Agreement between the Authority and the City of Burbank ("Development Agreement") and amendments to Planned Development Zone Nos. 2004-169 and 2004-170 concerning those portions of the Project.

D. After considering the evidence presented, the Planning Board unanimously recommended that the Council of the City of Burbank ("Council") approve the Development Agreement and the Planned Development Zone amendments.

E. On July 13, 2016, after conducting a noticed public hearing, the Los Angeles County Airport Land Use Commission found the Project to be consistent with its Airport Land Use Plan.

F. On July 25, 2016, the Council held a duly noticed public hearing on the Project.

G. The Replacement Terminal Project was analyzed and examined in a Final Environmental Impact Report (State Clearinghouse No. 2015121095) ("FEIR"). On July 11, 2016, through the adoption of Authority Resolution No.469, the Authority as lead agency certified the FEIR in accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15090, adopted findings in accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091, and

issued a Statement of Overriding Considerations in accordance with CEQA Guidelines Section 15093. A Mitigation Monitoring Program (MMP) was also adopted in accordance with CEQA Guideline Section 15097. The City, as a Responsible Agency under CEQA, considered the FEIR prior to taking action on the Project, made the necessary findings under CEQA, and approved the MMRP, and adopted City Resolution No. 16-28,869.

H. The Council considered the report and recommendations of the City Planner, the action and recommendations of the Planning Board as evidenced by its motion on July 7, 2016, the environmental effects of the Project as shown in the FEIR prepared by the lead agency, and the evidence presented at a public hearing.

THE COUNCIL OF THE CITY OF BURBANK DOES ORDAIN AS FOLLOWS:

1. Development Agreement. The Development Agreement between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority for the Replacement Terminal Project is consistent with the General Plan 2035, and is approved. The City Manager, or his designee, is authorized to execute the Agreement on behalf of the City after the Ordinance is effective, as set forth below in Section 6.

2. Zoning Amendment: PD No. 2004-170. The amendment to Planned Development (PD) Zone No.2004-170 (currently Parking Lot A) is approved. The PD Zone is located on a part of the Adjacent Property, with the remainder of the Adjacent Property zoned Airport. This PD amendment will allow for all uses allowed in the Airport Zone portion of Adjacent Property. All existing conditions of PD No. 170 though shall remain unchanged until the Development Agreement is effective and until construction begins for the Replacement Terminal Project as designated by the Authority in accordance with Section 5.5. of the Development Agreement.

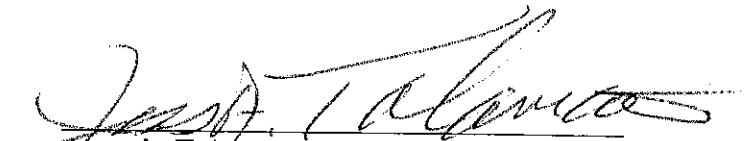
3. Zoning Amendment: PD No. 2004-169. In the event Authority designates the Southwest Quadrant Full Size Option, then, the minor amendment to Planned Development Zone No. 2004-169 (A-1 North Property/RITC) is approved and the PD Zone site plan is modified to allow for a shuttle pick up/drop off and relocated recirculated loop road. No other condition for that zone is amended. This amendment shall only be effective if and when the Authority records a Memorandum of Southwest Quadrant Replacement Passenger Terminal Selection pursuant to the Modification to Easement. This minor amendment does not change the prior General Plan finding or the design criteria consistency finding, previously made by the Council in Ordinance No.3789.

4. Easement Modifications. The Modification To Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (Modification to Easement) between the Authority and the City and attached to the Development Agreement as Exhibit D is approved. The City Manager, or his designee, is authorized to execute this Modification to Easement on behalf of the City when this Ordinance is effective.

5. Severance. If any provision of this Ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end each phrase, section, sentence, or word is declared to be severable.

6. Effective Date. This Ordinance shall become effective upon the occurrence of both of the following: (i) the Los Angeles County Registrar-Recorder/County Clerk certifies the results of the November 8, 2016, election required pursuant to BMC §2-3-112 to the City Council and the City Council declares an affirmative vote resulting in the ratification of this ordinance; and (ii) either (a) passage of 90 days following the affirmative vote without the filing of a lawsuit challenging the validity of this election or any City or Authority actions related to the Project; or (b) resolution of each such lawsuit by a court of competent jurisdiction in a final decision that upholds the challenged matter(s). If there is no such lawsuit, then the effective date of this Ordinance shall be February 7, 2017. If there is such a lawsuit, then the effective date of this Ordinance shall be the date on which a final decision of a court of competent jurisdiction has upheld the challenged matter(s). The City Clerk shall manually insert the effective date in the following blank space: (Effective Date is February 7, 2017.) If Burbank voters do not approve the ballot measure required by BMC §2-3-112, or if a lawsuit challenging the validity of said election or any City or Authority actions related to the Project is sustained by a final decision of a court of competent jurisdiction and there is no appeal thereof, then this Ordinance No. 16-3,882 will never become effective and shall have no force or effect and shall be considered to be void ab initio.


PASSED AND ADOPTED this 1st day of August, 2016.


 Jess A. Talamantes
 Mayor

Attest:


 Zizette Mullins, MMC, City Clerk

Approved as to Form
 Office of the City Attorney

By: 
 Amy Albano, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Zizette Mullins, MMC, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 16-3,882 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 1st day of August, 2016, by the following vote:

AYES: Frutos, Gabel-Luddy, Rogers and Talamantes.

NOES: Gordon.

ABSENT: None.

I further certify that said Ordinance was published as required by law in a newspaper of general circulation in the City of Burbank, California on the 10th day of August, 2016.



Zizette Mullins, MMC, City Clerk

EXHIBIT G
CONDITIONS OF APPROVAL

(Attached.)

CONDITIONS OF APPROVAL

The Conditions of Approval for the Development Agreement, for the amendments to Planned Development Zone No. 2004-170 and to Planned Development No. 2004-169; and incorporation by reference to the mitigation measures adopted by the Authority/City. These conditions do not apply to the construction and/or maintenance of airfield improvements that are subject to the operational control of, and approval by the FAA, including runway and taxiway construction, rehabilitation and maintenance projects.

Planning Division

1. The Authority shall comply with all mitigation measures identified in the Final Environmental Impact Report (State Clearinghouse No. 2015121095) and the mitigation monitoring program adopted by the Airport Authority on July 11, 2016. The Replacement Terminal Project shall be consistent with the project description in the June, 2016 Final EIR, including all project design features. Those mitigation measures and project design features are incorporated herein by reference.
2. Authority shall comply with the design review process set forth in Section 4.7 for the Replacement Terminal and parking garages.
3. Authority shall comply with the requirements for public art as contained in BMC Section 10-1-1114 for all applicable structures on the Property.
- 3a. Authority shall comply with the requirements dealing with signs as contained in BMC Title 10, Division 4, Article 10.
4. Prior to issuance of any building permit(s), Authority shall comply with Landscaping standards set forth in BMC 10-1-1418 except that tree shading provisions in subsection C and D may be suspended by the Community Development Director if height limitation preclude tree species that provide adequate shade.
5. All landscaped areas shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.
6. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division or authorized designee.
7. Prior to issuance of any building permits, the project plans shall comply with the applicable provisions of Sections 10-1-1419 A - Design Standards (in addition to those set forth in Section 4.7 of the Agreement) and subsection B - Setbacks (Parking Structures) and Section 10-1-2304 (Transportation Demand and Trip Reduction Measures) except that enforcement of the section shall be through default of the Agreement in-lieu of withholding certificate of occupancy in accordance with Section 10-

1-2306. All parking structures shall be arranged to prevent glare or direct illumination on adjoining properties and streets (BMC 10-1-1420 (2)).

8. Authority shall provide off-street loading area(s) for the project, including the number of spaces (or equivalent area), dimensions, paving, striping, location, and access, as required by BMC Sections 10-1-1501 to 10-1-1503 (Off-Street Loading Standards).
9. Plans submitted by Authority with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. And such materials must be consistent with final design that the Authority develops through the Design Review Process contained in Exhibit H, herein.
10. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs. All exterior lighting, fixtures, and sconces (e.g., private streets, surface parking lots, parking structures, pedestrian walkways, service roads, plazas and exterior building lighting, etc.) shall be full-cutoff and/or fully-shielded designs, to prevent light pollution and excessive glare spillover. "Full-cutoff" is defined as not allowing light to be emitted above the fixture (at or above a 90-degree angle). "Fully shielded" is defined as a fixture constructed and installed in such a manner that all light emitted by it is projected below the horizontal. Unshielded wallpacks and floodlights, or exposed lenses and light sources, shall be prohibited.
11. Prior to issuance of any building permits, Authority shall submit exterior lighting plans and/or photometric plans that include the following information:
 - a. An electrical engineer shall prepare the site lighting and photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting.
 - b. Design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development.
 - c. Type and number of luminaire equipment (fixtures), including the "cut off characteristics", indicating manufacturer and model number(s).
 - d. Lamp source type (bulb type, i.e., LED or alternative), lumen output, and wattage.
 - e. Mounting height with distance noted to the nearest property line for each luminaire.
 - f. Types of timing devices used to control the hours set for illumination, as well as the proposed hours when each fixture will be operated.
 - g. Total Lumens for each fixture, and total square footage of areas to be illuminated. For all plans of more than three fixtures: A Calculation Summary indicating footcandle levels on the lighting plan, noting the maximum, average and minimum, as well as the uniformity ratio of maximum to minimum, and average to minimum levels.
 - h. Lighting manufacturer-supplied specifications ("cut sheets") that include photographs of the fixtures, indicating the certified "cut off characteristics" of the fixture.

- i. Footcandle Distribution, plotting the light levels in footcandles on the ground, at the designated mounting heights for the proposed fixtures. Maximum illuminance levels should be expressed in footcandle measurements on a grid of the site showing footcandle readings in every five or ten-foot square. The grid shall include light contributions from all sources (i.e. pole mounted, wall mounted, sign, and street lights.) Show footcandle renderings five feet beyond the property lines.
 - j. Demonstrate that light standards will not conflict with tree locations. Authority shall submit a plan showing both the lighting and landscape on the same sheet.
 - k. A statement from a lighting professional that a plan, other than that set forth, is needed to meet the intent of these standards.
12. Authority shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public and private streets. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Roof vents shall be shown on construction drawings and painted to match roof material color.
13. For any exterior utility meter panels, Authority shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible.
14. Authority shall arrange for materials collection during construction, demolition, and occupancy with the City's Street & Solid Waste Division (Public Works Department), or Authority shall arrange for self-hauling to an authorized facility.
15. Construction equipment staging areas shall use appropriate screening (i.e., temporary fencing with opaque material) to buffer views of construction equipment and material, when feasible. Staging locations shall be indicated on Final Development Plans and Grading Plans.
- 15a. If the Authority proceeds with the Adjacent Full Sized Terminal location, the construction management plan required by mitigation measure FULL TRANS-6 shall include reasonable provisions for the protection of the Burbank Airport Commerce Center Owner's Association property to the north of the Adjacent Property location.
16. Prior to issuance of any Grading Permit, the Grading Plan, Building Plans, and specifications shall stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures would reduce short-term fugitive dust impacts on nearby sensitive receptors:

- a. All active portions of the construction site shall be watered (by recycled water to the extent available) every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust;
- b. Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance;
- c. Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied;
- d. All grading and excavation operations shall be suspended when wind speeds exceed 25 miles per hour;
- e. Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area;
- f. Gravel bed trackout aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes;
- g. On-site vehicle speed shall be limited to 15 miles per hour;
- h. All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;
- i. Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible;
- j. All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site;
- k. Reroute construction trucks away from congested streets or sensitive receptor areas;
- l. Track-out devices shall be used at all construction site access points; and
- m. All delivery truck tires shall be watered down and/or scraped down prior to departing the job site.

Cultural Resources

17. If evidence of subsurface archaeological resources is found during construction, excavation and other construction activity in that area shall cease and the construction contractor shall retain an archaeologist certified by the County of Los Angeles to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If warranted, the archaeologist shall collect the resource and prepare a technical report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.
18. If evidence of subsurface paleontological resources is found during construction, excavation and other construction activity in that area shall cease and the construction contractor shall retain a paleontologist certified by the County of Los Angeles to evaluate the find. If warranted, the paleontologist shall prepare and complete a standard Paleontological Resources Mitigation Program for the salvage and curation of identified resources.

Geology & Soils

19. Prior to issuance of any grading permit, the project applicant shall prepare a Preliminary Soils/Geotechnical Engineering Report (incorporated by reference into this condition) for review and approval by the City's Engineer. The Final Soils Geotechnical Engineering Report shall be prepared by a registered civil engineer and demonstrate compliance with the recommendations identified in the Preliminary Soils/Geotechnical Engineering Report, and any additional recommendations identified by the City's Engineer.
20. Prior to issuance of any grading permit, the Grading Plan shall incorporate all engineering recommendations contained within the Final Soils/Geotechnical Engineering Report for the proposed project during project site design and construction, in order to reduce any potential soil and geotechnical hazards at the project site. These recommendations shall be stipulated in the construction contracts and specifications.

Greenhouse Gases

21. The proposed project shall include, but not be limited to, the following list of potential design features. These features shall be incorporated into the project design to ensure consistency with adopted statewide plans and programs. The project applicant shall demonstrate the incorporation of project design features prior to the issuance of building or occupancy permits, as noted below:
 - a. Participate in the City's Transportation Management Organization (TMO) to reduce vehicle miles traveled (VMT) upon occupancy.
 - b. Implement a trip reduction program, for which all employees shall be eligible to participate upon occupancy.
 - c. Provide transit subsidies that would be available for all employees to use Metrolink upon occupancy.
 - d. Design buildings to be energy efficient, 15 percent above the current California (2008) Title 24 requirements
 - e. Install water-efficient irrigation systems.
 - f. Comply with Burbank Municipal Code Section 8-2-304, Sustainable Water Use Stages (prior to building permit).
 - g. Install water-efficient fixtures (e.g., faucets, toilets, showers) .
 - h. Provide interior and exterior storage areas for recyclables and adequate recycling containers located in public areas once occupied.
 - i. Authority shall give notice to all tenants and licensees of the requirements in subsections a-c above.

Hazardous Materials

22. Prior to demolition of building materials, a Certified Environmental Professional shall confirm the presence or absence of Asbestos-Containing Materials (ACMs). Abatement of asbestos shall be completed before any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified

asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403.

23. Prior to demolition activities and issuance of any demolition permits, procedures shall be established, whereby all utility personnel and contractors who may be conducting work within the buildings shall be informed, prior to initiating work, as to the presence of ACMs, their location, type, and conditions.
24. If paint is separated from building materials, chemically or physically, during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified Environmental Professional. If lead-based paint is found, abatement shall be completed by a qualified Lead Specialist before any activities that would create lead dust or fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City's Building Department.
25. Prior to site improvements and issuance of any site improvement permits, a Soil Management Plan (SMP) shall be prepared by an environmental consultant with Phase II/site characterization experience, and provided to the Construction Managers and Project Managers to inform them of known historical activities with potential for contamination at the project site, including the known presence of soils with petroleum hydrocarbons and fuel-related VOCs. The SMP shall include information and guidance on potential environmental concerns that may be encountered during disturbance of soils at the project site. The SMP shall provide guidance on when it may be appropriate to have an environmental professional on-site as well as a decision matrix for identifying and dealing with suspect soils. The SMP shall also provide specific procedures and protocols for certifying soils as clean prior to importing them to the site, as needed.
26. Prior to the removal of any underground storage tanks (if any) (USTs), dispenser, clarifier, and sump, the project applicant shall obtain appropriate permits from the Burbank Fire Department. An environmental consultant with Phase II/site characterization experience shall conduct sampling in order to confirm whether or not contaminated soils occur. Should any contamination above regulatory thresholds be identified, the environmental consultant shall recommend remedial activities appropriate for the proposed development, in consultation with the Burbank Fire Department and/or other applicable regulatory agencies.
27. Any contaminated soils stockpiled at the site shall be stored in such a manner that underlying soils are not cross-contaminated. This could be accomplished by the use of heavy-duty plastic sheeting placed under and on top of the stockpiled materials, or other suitable methods. The management, treatment, or disposal of such material shall comply with all federal, state, and local regulations related to hazardous waste.

28. All stockpiled contaminated materials shall be protected in order to prevent material from being washed into storm drains. This could be accomplished by the use of sand bags around material, heavy-duty plastic sheeting placed on top of smaller stockpiles of materials, or other suitable methods.
29. Grading and demolition contractors shall be required by construction specifications to secure approval of haul routes to export or otherwise transport off-site excavated materials prior to commencement of such activity, pursuant to Burbank Municipal Code Title 7.
30. Prior to issuance of a grading permit or Industrial Waste Discharge Permit for activities involving construction dewatering, evidence shall be provided to the City of Burbank Building Division and/or the Public Works Department, as appropriate, that a valid National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit is in place. The National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit shall include provisions for evaluating the groundwater for potential contamination and, if necessary, the need for treatment of dewatering discharge.
31. The Airport Authority shall implement a soil import procedure to evaluate imported soils, satisfactory to the Regional Water Quality Control Board. The procedure shall include investigation of historical uses at the borrow site, soil sampling and analysis of soil prior to excavation and hauling to the airport property, and comparison of detected concentrations of any chemicals found in soil with appropriate health-based screening levels. Only soils that pass the screening shall be imported to the project site and used as fill.
32. Cal/OSHA worker safety requirements provide for air monitoring during subsurface excavation activities including borings, grading, and trenching (on-site and off-site) to check for unsafe levels of hexavalent chromium, TCE, PCE, and other VOCs, carbon monoxide, etc. Should unsafe levels occur, appropriate safety measures shall be implemented, as required.
33. Prior to the issuance of any building or engineering permit(s), the Airport Authority shall demonstrate to the satisfaction of the Directors of Public Works and Community Development that remedial actions, in accordance with adopted State standards, have been implemented on-site and/or that new buildings shall include all necessary engineering controls (e.g., vapor barriers, passive or active ventilation system, on-going monitoring, etc.).

Hydrology & Water Quality

34. Prior to Grading Permit issuance and as part of the project's compliance with the NPDES requirements, a Notice of Intent (NOI) shall be prepared and submitted to the State Water Resources Quality Control Board (SWRCB), providing notification and intent to comply with the State of California General Permit.

35. The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (SWPPP) (to be applied for during the Grading Plan process) and the NPDES Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ, including implementation of all recommended Best Management Practices (BMPs), as approved by the State Water Resources Quality Control Board (SWRCB).
36. Upon completion of project construction, the project applicant shall submit a Notice of Termination (NOT) to the State Water Resources Quality Control Board (SWRCB) to indicate that construction is completed.
37. Project plans shall identify a suite of storm water quality BMPs that are designed to address the most likely sources of storm water pollutants resulting from operation of the proposed project, consistent with the Standard Urban Stormwater Management Plan (SUSMP). Pollutant sources to be addressed by these BMPs include, but are not necessarily limited to, parking lots, landscaped areas, trash storage locations, and storm drain inlets. The design and location of these BMPs will be subject to review and comment by the City but shall generally adhere to the standards associated with the Phase II NPDES storm water permit program. Implementation of these BMPs shall be assured by the Authority prior to the issuance of Grading or Building Permits.

Noise

38. Authority shall show proof of the following before grading permit issuance:
 - a. Construction contracts specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state required noise attenuation devices.
 - b. A sign, legible at a distance of 50 feet shall also be posted at the project construction site that contains a contact name and a telephone number where residents can inquire about the construction process and register complaints.
 - c. The Authority shall provide a qualified "Noise Disturbance Coordinator." The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall notify the City within 24 hours of the complaint and determine the cause of the noise complaint (e.g., starting too early, malfunctioning muffler, etc.) and shall implement reasonable measures to resolve the complaint, as deemed acceptable by the Burbank Planning and Transportation Division. All signs posted at the construction site shall include the contact name and the telephone number for the Noise Disturbance Coordinator. Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, convalescent homes, etc.), to the extent feasible, and shall be identified and approved by Building Official before grading permit issuance. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from any sensitive noise receivers.

- d. Per the *Burbank2035* General Plan and BMC Section 9-1-1-105.8, construction (which includes alterations, movement, enlargement, repair, equipment, maintenance, removal and demolition work regulated by the Building Code) shall be limited to the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturday. No construction is permitted on Sundays or major holidays. Exceptions: Where work must be performed in an emergency situation, and the Community Development Director may grant exceptions wherever there are practical difficulties involved in carrying out the provisions of this condition or other specific onsite activity warrants unique consideration.
39. Neighborhood monitoring of construction activities. Authority shall provide information about all grading, demolition, and construction activities on its website and shall provide periodic updates at the City Council meetings. A twenty four hour contact number shall be provided for any input from the public. Notices shall be published in the Leader, and provided by mail to an area within 1,000 feet of the boundaries of the Airport regularly after aforementioned activities begin., and until completion.
40. Additional notice shall be provided to all sensitive receptors identified on Air Dispersion Maps before any activity that exceeds certain air quality standards. The notices shall occur prior to and at least 24 business hours before the potential exposure of significant air quality impacts occurs. This requirement shall continue until the completion of the project.

Transportation Planning Division

41. The Authority shall construct the terminal access roads for all terminal alternatives to allow all airport shuttles, Metro buses, and BurbankBus vehicles to access the terminal at no cost to public transit operators. Adequate transit-only bypass lanes shall be provided to allow all transit vehicles to have dedicated bus stop locations for passenger boarding and alighting. These bypass lanes shall be constructed so that they allow vehicles to bypass vehicle traffic congestion caused by passenger car pickup and drop-off activity in front of the terminal, and shall be of a length sufficient enough to allow transit vehicles to bypass vehicle queuing caused by congestion at the terminal entrance corresponding to the peak travel day of the airport. The Authority shall provide a dedicated passenger boarding and alighting area for all transit vehicles in front of the main terminal entrance, and this area shall be improved with lighting, shelters, transit information, and other transit passenger amenities.
42. If the Authority constructs the Adjacent Property Terminal Option, the Authority shall widen the southbound connector road between San Fernando Boulevard and Hollywood Way located on the southwest corner of this grade separated intersection to provide a second right turn lane from San Fernando Boulevard to Hollywood Way, and shall signalize the intersection. This signalized intersection shall be connected to the City's Citywide Signal Control System (CSCS) via fiber optic connection and shall be coordinated with adjacent traffic signals on Hollywood Way.

43. If the Authority constructs the Adjacent Property Terminal Option, the Authority shall signalize the intersection of San Fernando Boulevard and Cohasset Street. The signal shall be connected to the City's Citywide Signal Control System (CSCS) via fiber optic connection and shall be coordinated with nearby signals at Hollywood Way and San Fernando Boulevard. In addition, the Authority shall restripe the eastbound approach to provide one left and right turn lane.
44. If the Authority constructs the Adjacent Property Terminal Option, the Authority shall construct a third northbound travel lane on Hollywood Way between just south of Thornton Avenue and just north of Cohasset Street. Providing the third lane requires restriping the street between just south of Thornton Avenue and Cohasset Street. It also requires a minor street widening within City right-of-way on the east side of Hollywood Way between Thornton Avenue and Burton Way. Authority shall also widen the intersection of Hollywood Way and Winona Avenue to provide a second northbound left turn lane. The ultimate configuration of the northbound approach of the Hollywood Way / Winona Ave intersection would therefore be 2 left turn lanes, 2 through lanes, and 1 shared through-right lane. In addition, widen the eastbound approach to provide 2 left turn lanes, 1 through-right lane, and one right turn lane. This intersection improvement would require widening the west side of Hollywood Way on Airport Authority property by up to 13 feet between 250 feet north of the Runway 8-26 centerline and just north of Winona Avenue (to the northern Airport Authority parcel boundary). To remain consistent with the City's Complete Streets General Plan policies, the existing bicycle lanes on Hollywood Way would be upgraded to Class IV "buffered bicycle lanes" (with a 2-foot painted buffer) along Airport property from Thornton Avenue to just north of Winona Avenue. To carry the buffered lanes to Thornton Ave, a 2-foot sidewalk easement on the west side of Hollywood Way from 250 feet south of the Runway 8-26 centerline to Thornton Avenue is required, as well as a 2 foot widening within city right of way on the west side of Hollywood Way between Thornton Avenue and Burton Way.
45. If the Authority constructs the Southwest Quadrant Terminal Option, the Authority shall signalize the intersection of the new main terminal entrance road and Empire Avenue. The signal shall be connected to the City's Citywide Signal Control System (CSCS) via fiber optic connection and shall be coordinated with nearby signals at Old Airport Terminal Entrance Road and Hollywood Way. In addition, the Authority shall restripe the eastbound approach to provide one left one through lane, and should widen and/or restripe the westbound approach to provide two through and one dedicated right turn lane. A westbound dedicated right turn lane on Empire into the terminal shall be provided.
46. If the Authority constructs the Southwest Quadrant Terminal Option, the Authority shall widen Empire Avenue up to 54 feet within a right of way of 60 feet to provide two lanes in each direction plus center turn lane between Clybourn Avenue and the Old Airport Terminal Entrance. In addition, the Authority shall provide a sidewalk within the existing right of way. City understands and agrees that this reconfiguration of Empire Avenue may need FAA approval for it to be effective.

47. The Authority shall provide a dedicated passenger shuttle system -- having a minimum frequency of 10 minutes during peak hours and 20 minutes during non-peak hours -- between the main airport terminal entrance and the Airport RITC, which includes the Burbank Airport Metrolink Station. The Authority shall provide dedicated passenger shuttle to the future Hollywood Way Metrolink Station.
48. Intentionally Reserved.
49. The Authority shall collaborate with Metro or other transit providers to accommodate any future extension of the Metro Orange Line, Metro Red Line, or other regional transit facility, to provide a direct regional transit connection to either the Adjacent or Full-Size Southwest Quadrant alternatives.
50. If the Authority constructs the Adjacent Property Terminal Option, the Authority shall construct a lighted pedestrian path at least 10 feet in width from the main airport terminal entrance at Hollywood Way to the airport terminal, and from the secondary entrance at Cohasset Street to the airport terminal, using the most direct path of travel possible to connect the airport entrances to the terminal. If the Authority constructs the Full Size Southwest Quadrant Terminal Option, the Authority shall construct a lighted pedestrian path at least 10 feet in width from the main airport terminal entrance at Empire Avenue to the airport terminal entrance.
51. If the Authority constructs the Adjacent Property Terminal Option and a private commercial development is approved on land abutting the Adjacent Property (on the former B-6 property), the Airport shall, if requested by the City of Burbank or the developer of the B-6 site, connect the proposed development to the airport circulation system to provide a direct connection for pedestrians, bicyclists, and transit vehicles to the main terminal entrance. This connection shall be provided at a point located along an imaginary extension of the center line of Tulare Street extended westward from Hollywood Way to the point where the extension of the center line intercepts the Authority's property.
52. Authority shall install a bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees working at the terminal are likely to see it. Information in the area shall include, but is not limited to, the following:
 - a. Current maps, routes and schedules for public transit routes serving the site.
 - b. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators.
 - c. Ridesharing promotional material supplied by commuter-oriented organizations.
 - d. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information.
 - e. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.

53. Authority shall install and maintain a total of fifty (50) bicycle racks or other secure bicycle parking as follows. Ten (10) bicycle spots at the Valet Center for the new terminal parking and forty (40) spaces near the new employee parking structure. A bicycle parking facility may also be a fully enclosed space or locker accessible only to the owner or operator of the bicycle, which protects the bike from inclement weather.
54. Authority shall provide a safe and convenient zone in which employee vanpool and carpool vehicles may deliver or board their passengers.
55. Authority shall construct private sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development.
56. Authority shall construct safe and convenient access from the external circulation system to bicycle parking facilities on-site.
- 56.1 Authority shall prepare a traffic master plan to the satisfaction of the Assistant Community Development Director-Transportation that addresses internal traffic circulation at the Airport as it will be during construction and as it will be upon completion of the planned improvements.

Building Division

57. The project shall comply with the edition of the California Building Code series in effect at the time of submittal to Plan Check Review. This includes the Building Code (CBC) the, California Electrical Code, California Mechanical Code, California Plumbing Code, Building Energy Efficiency Standards (Energy Code), California Green Building Standards Code, and Title 9, Chapter 1, of the Burbank Municipal Code, as any of these are amended by the City.
58. The property shall comply with accessibility requirements as stated in California Building Code (CBC) Chapter 11.
59. Building and Planning divisions are accepting submittals to the ProjectDox electronic plan check program. For more information about submitting plans online, please contact the Building Division at 818-238-5241.
60. The project must comply with SUSMP requirements of the National Pollutant Discharge Elimination System (NPDES) and local requirements as stated in the Burbank Municipal Code.
61. A survey by a licensed surveyor will be required to verify location of foundations in relation to the setbacks prior to the first pour of the Replacement Terminal.

62. A Waste Management Plan shall be submitted with construction documents. The plan should indicate how a minimum of 50 percent of construction debris is being recycled or diverted from the landfill. A non-refundable administrative fee and refundable deposit will be collected prior to permit issuance. The deposit can be refunded upon proof of recycling submitted to Building Division within 60 days of permit final.
63. The California Division of Mines and Geology Active Fault Near-Source Zones Map for Burbank indicates that the city is within 2km to 5km of the Verdugo and Hollywood Faults. Structural design must address the impact of the Near-Fault Zones. A soils report shall be required prior to approval or issuance of a building permit.
64. Screening shall be required for all equipment located in front and side yards. The screening shall include the electrical panels, A/C compressor units, HVAC, gas meters, transformers and antennas.
65. The project shall comply with State's Model Water Efficient Landscape Ordinance (MWELO).

Fire Department

66. Authority shall comply with all conditions of NFPA 415, the approved American National Standard for Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways.
67. Authority shall provide construction site security by means of a six-foot high fence maintained around the entire site or a qualified fireguard when required by the Fire Code Official.
68. Authority shall provide an automatic fire sprinkler system in accordance with the Burbank Municipal Code.
69. Authority shall provide electrical supervision (monitoring service) for all valves controlling the water supply and for all fire sprinkler system water flow switches controlling 20 or more sprinklers.
70. Authority shall provide a fire alarm system to notify all occupants of automatic fire sprinkler water flow.
71. Authority shall provide a Knox key box for fire department access.
72. Authority shall provide a Knox KS-2 key access switch for security gates.
73. Authority shall provide address numbers a minimum of six inches high for all occupancies with three-quarter (3/4)-inch stroke to identify the premises. Numbers shall be plainly visible from the street or road fronting the property and from the alley or rear access way to the property.

74. Authority shall provide 2A10BC fire extinguishers and shall be located as directed by the Fire Code Official in the field. All portable fire extinguishers shall be installed on a positive latching bracket or within an enclosed cabinet.
75. Exit doors shall be openable from the inside without the use of a key or any special knowledge or effort. All locking devices shall be of an approved type.
76. Authority shall provide a fire alarm system.
77. Fire apparatus access roads shall be provided in accordance with the California Fire Code, for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction when any portion of the facility or any portion of an exterior wall of the first story of the building is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility. More than one fire apparatus road shall be provided when it is determined by the chief that access by a single road might be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
78. Plans for fire apparatus access road shall be submitted to the fire department for review and approval prior to construction.
79. Plans and specifications for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.
80. When fire protection, including fire apparatus access roads and water supplies for fire protection, is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.
81. Approved signs or other approved notices shall be provided and maintained, at the expense of the person(s) in possession of the property, for fire apparatus access roads to identify such roads and prohibit the obstruction thereof or both.
82. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 150 feet from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Chief.
83. All exits, fire department access and fire protection shall be maintained in accordance with the California Fire Code during construction.

84. Any fire hydrants for development shall be upgraded with a 4" X 2-2 1/2" outlets. Contact the Water Division at (818) 238-3500 for specifications on the type fire hydrants to be provided.
85. Except as otherwise provided, no person shall maintain, own, erect, or construct any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for City emergency service workers, including but not limited to firefighters and police officers. Buildings and structures which cannot meet the required adequate radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC type accepted bi-directional UHF amplifiers as needed. Further information and guidance can be obtained by contacting the City of Burbank Radio Communications shop at (818) 238-3601.
86. For parking garages provided with a ventilation system in accordance with the California Building Code "Interior Environment" a remote over-ride switch shall be provided for Fire Department use as assistance for smoke removal. The switch shall be located and clearly marked in a readily accessible location as directed by the Fire Department.
87. The occupancy shall be approved and limited to the number of occupants noted on the plan submitted for review.
88. Provide and maintain an approved occupant load sign in a conspicuous location near the main exit from the room.
89. Any business, except as provided in subdivisions (b) and (c) of Health & Safety Code Section 25503.5, that handles a material or mixture containing a hazardous material that has a quantity at one time during the reporting year equal to, or greater than, a total weight of 500 pounds, or a total volume of 55 gallons, or 200 cubic feet at standard temperature and pressure for compressed gas, shall establish and implement a business plan for emergency response to a release or threatened release of a hazardous material in accordance with the standards prescribed in the regulations adopted pursuant to Section 25503 of the California Health & Safety Code.
90. Assembly Bill (AB) 2286 (Feuer, PDF) was signed by Governor Arnold Schwarzenegger, chaptered on September 29, 2008 and went into effect January 1, 2009. The law requires all regulated businesses and all regulated local government agencies, called Unified Program Agencies (UPA), to use the Internet to file required Unified Program information previously filed by paper forms. This includes facility data regarding hazardous material regulatory activities, chemical inventories, underground and aboveground storage tanks, and hazardous waste generation. It also includes UPA data such as inspections and enforcement actions. All businesses must submit Unified Program-related reporting information to either the statewide electronic reporting system (CERS, California Environmental Reporting System), or if provided by the facility's CUPA, businesses can opt to use the CUPA's local reporting web

portal. For more information about CERS and Unified Program electronic reporting requirements, please go to CERS Central web site at <http://cers.calepa.ca.gov/> See more at: <http://www.calepa.ca.gov/cupa/ereporting/#sthash.7G6K1PcM.dpuf>

91. Plans shall be submitted for review and approval by the Fire Department with each application for a permit to store more than 5,000 gallons of liquids outside of buildings in drums or tanks. The plans shall indicate the method of storage, quantities to be stored, distances from buildings and property lines, access ways, fire protection facilities, and provisions for spill control and secondary containment.
92. Businesses that handle materials or mixtures containing hazardous materials that do not exceed the 500 pounds or a total volume of 55 gallons, or 200 cubic feet for compressed gas shall be required to obtain a permit from the Burbank Fire Department for the storage, use and handling of stated inventory. This permit shall be issued for the time period between scheduled inspections conducted by the Burbank Fire Department.
93. Buildings having floors used for human occupancy located more than 35 feet, but less than 75 feet above the lowest level of fire department vehicle access, shall be in compliance with all applicable "Mid-Rise" requirements as defined by the Burbank Municipal Code.
94. Buildings having floors used for human occupancy located more than 75 feet above the lowest level of fire department vehicle access, shall be in compliance with all applicable "High-Rise" requirements as defined by the Burbank Municipal Code.
95. High-rise and Mid-rise buildings shall be accessible on a minimum of two sides. Roadways shall not be less than 10 feet or more than 35 feet from the building. Landscaping or other obstructions shall not be placed or maintained around structures in a manner so as to impair or impede accessibility for firefighting and rescue operations.
96. Group B office buildings and Group R, Division I Occupancies, each having floors used for human occupancy located more than 35 feet above the lowest level of Fire Department vehicle access, shall be provided with an automatic fire alarm system.
97. Every mid-rise building shall be provided with an approved combined standpipe system.
98. All stair shaft doors at each building level shall provide access to the building for fire department use.
99. Authority shall provide for Fire Department use at least one access door to one enclosed exit stair shaft that serves all building levels and the roof at the main entrance level outside the building.

100. All enclosed exit stairways shall be continuous to each floor served in either direction and shall be without obstructions such as intervening doors and gates. Exception: Approved barriers provided at the ground floor level to prevent persons traveling downward from accidentally continuing into the basement, in accordance with the Building Code.
101. Locking of enclosed exit stairshaft doors:
 - a. All enclosed exit stairshaft doors which are to be locked from the stairshaft side shall have the capability of being unlocked without unlatching, by all of the following methods: i) manual signal from the central fire control room; ii) the actuation of a fire alarm device; and iii) upon failure of electrical power.
 - b. When enclosed exit stairshaft doors are locked from the stairway side, an approved emergency communication system directly connected to the building control station, proprietary supervisory station, or other approved emergency location shall be available to the public and shall be provided at every fifth floor landing in each required enclosed exit stairshaft.
102. In all high-rise and mid-rise buildings, approved breakout panels or tempered glass windows shall be provided in the exterior wall at the rate of at least twenty square feet of opening per fifty lineal feet of exterior wall in each story, distributed around the perimeter at not more than fifty foot intervals. Such panels shall be clearly identified as required by the Chief.
103. In every bank of elevators, there shall be provided and available to the fire department, an elevator that opens on to each floor served by the individual bank. A bank of elevators is one or more elevator cars controlled by a common operating system, or where all elevator cars will respond to a single call button.
104. Elevator cars assigned for fire department use shall have at height, recessed area, or removable ceiling, which will make possible the carrying of a nine (9) foot high ladder. At least one elevator car assigned for fire department use and serving all floors shall be of a size that will accommodate a 24-inch by 85-inch ambulance stretcher in the horizontal position, and have a clear opening width of 42 inches. The elevator shall be identified with approved signs.
105. Elevators shall open into a lobby on all floors except the lowest terminal floor of building entry. Lobbies may serve more than one (1) elevator. Lobbies shall be separated from the corridor by one (1) hour fire resistive construction with all openings protected by tight-fitting twenty (20) minute door assemblies designed to close automatically upon activation of a detector which will respond to visible or invisible particles of combustion. Lobbies shall also be separated from the remainder of the building as required for corridor walls and ceilings.
106. In order to determine fire flow requirements for this building, the following information shall be provided prior to issuing a building permit for final fire department plan check:

- a. Building Type Construction as defined by the California Building Code.
 - b. Square feet of the building.
107. All items reviewed are based on information provided at time of review. The comments provided do not limit or relieve the owner and the owner's architect and/or contractor from the responsibility of ensuring compliance with all applicable provisions office/life safety codes. Such compliances may include but are not limited to fire department access for firefighting, including fire department vehicle access, fire water supplies and appurtenances. Further reviews may require additional requirements or limitations as the project develops and is not limited to the requirements provided in these comments.
108. All references are in accordance with the 2013 Editions of the California Fire Code (CFC) and the California Building Code (CBC) as amended by the Burbank Municipal Code (BMC). Updated or more current Code versions may be in effect at the time of Plan Check submittal.
109. All noted information pertaining to the proposed project shall be shown on plans submitted as part of the Fire Department review for approval. For additional information or questions, please contact the City of Burbank Fire Marshal at (818) 238-3381.

Public Works Department

General Requirements

110. Plans should include topographic site information, including elevations, right-of-way/property lines, dimensions/location of existing/proposed public improvements adjacent to project (i.e. street, sidewalk, parkway and driveway widths, catch basins, pedestrian ramps). Show width and location of all existing and proposed easements [BMC 9-1-1-3203]. Show dimensions and location of all proposed property dedications. Show existing and proposed underground utility connections.
111. Authority shall protect in place all survey monuments (City, County, State, Federal and private). Any monument that requires removal shall be re-established as approved by the Director of Public Works [State of California, Business & Professions Code, Section 8771].

The following must be completed prior to the issuance of a Building Permit:

112. Submit hydrology/hydraulic calculations and site drainage plans. On-site drainage shall not flow across the public parkway (sidewalk). It should be conveyed by underwalk drains to the gutter through the curb face [BMC 7-1-117, BMC 7-3-102].
113. An address form must be processed [BMC 7-3-907].

114. Plans should include easements, elevations, right-of-way/property lines, dedication, location of existing/proposed utilities and any encroachments.
115. Building access doors, loading docks doors, and access gates may not swing open into the public or private right-of-way.
116. If any utility cuts are made on Hollywood Way, Vanowen Street, Thornton Street, Winona Avenue, Tulare Avenue, Burton Avenue, San Fernando Boulevard, Kenwood Street, or any other public rights-of-way adjacent to the property, Authority will be required to restore the street per City of Burbank paving requirements.
117. If any cuts are made on public streets or rights-of-way with rubber asphalt (ARHM), such streets shall be subject to City street moratorium requirements, and the Authority will be required to restore the street per City of Burbank paving requirements.
118. Additional impacts to street or alley (i.e., utility cuts) could extend the resurfacing restoration limits. For additional information or questions, please contact Public Works, Civil Engineering staff at (818) 238-3945.

Public Works – Wastewater Requirements

119. Construction plans shall include: the location, depth, and dimensions of sanitary sewer lines; chemical and hazardous material storage, if any, including containment provisions; and type(s) of existing/proposed use(s), including the gross square footage of the building, and its disposition.
120. Every building or structure, in which plumbing fixtures are installed which convey sewage, must be connected to the municipal wastewater system [BMC 9-3-104].
121. No person shall connect to or tap an existing public sewer without obtaining a permit [BMC 25-301]. Prior to approval or issuance of any permits, a Sewer Capacity Study shall be prepared and submitted for review demonstrating that adequate future capacity will be provided to accommodate the proposed development. Sewer studies help to verify whether the system can accommodate a proposed development, and if not, it helps identify needed improvements that would allow a development project to move forward. The studies may reveal that no upgrades are needed to the system or that parts of the system need to be upgraded in order to accommodate a new development. At a minimum, the Authority is required to cover costs associated with accommodating the additional demands on the system. Necessary upgrades may include replacing undersized water or sewer pipes and installing larger pipes; other upgrades could include adding or upsizing water pumps at pump stations, adding water storage tanks, and other related system improvements (i.e., mitigations only ascertainable subsequent to the preparation of the sewer study). The City may be able to contribute towards these upgrades as part of a Capital Improvement Project, depending on the age/condition of various system components and other factors, but the timing may not be conducive to the proposed development and therefore the Authority would be responsible for the

improvements. Depending on the situation, the City may be able to reimburse the Authority for a fair portion of costs associated with upgrades as part of a Reimbursement Agreement. This would typically be the case if needed upgrades are already included in the City's Capital Improvement Program. If there is no immediate need or obligation for the City to increase capacity or make upgrades, but they are needed for a development project to move forward, formation of a Reimbursement District is another possibility. A Reimbursement District allows Authority to recoup a portion of costs for the installation of new infrastructure from future development projects that might benefit from the upgrades.

122. Each lot must have its own connection to the mainline sewer, a covenant holding all parcels as one shall be executed and in that case, multiples lots will be treated as if one lot for purposes of all utilities.
123. A maintenance hole must be installed at the sewer main connection on all laterals greater than or equal to 8-inches in diameter per BMC 8-1-308 and City of Burbank Standard Drawing BSS-201-2 located in the 2012 edition Standard Plans for Public Works Construction.
124. Any connection to the sewer main line must be capped before a building demolition occurs.
125. No more than one lot may be connected to the City sewer main with a single sewer lateral connection.
126. An Industrial Waste Discharge Permit may be required [BMC 8-1-503 & BMC 8-1-502].
127. If the Building Permit is pulled under the current rate structure, the proposed development is subject to a Sewer Facilities Charge (SFC). The charge is due and payable prior to issuance of a building permit [BMC 8-1-802 and BMC 8-1-806].
128. A backwater valve is required on the building sewer unless it can be shown that all fixtures contained therein have flood level rim elevations above the elevation of the next upstream maintenance hole cover of the public sewer serving the property, or a conditional waiver is granted by the Director [BMC 8-1-313].
129. Landscape improvements will need to take into consideration the location of sewer facilities to prevent plant roots from entering or damaging the sewer facilities. Clearance shall be maintained from any City sewer main, 7.5 feet.
130. Food service establishments are required to install, operate and maintain an approved type and adequately sized remotely located and readily accessible grease interceptor

131. If these proposed improvements intend to install cooling towers that will utilize recycled water, a separate recycled water meter and service shall be installed for each cooling tower.

Public Works – Stormwater Requirements

132. New changes became effective July 1, 2010 for any construction activity that results in soil disturbances greater than one acre, and is subject to the General Permit for Storm Water Discharges Associated with Construction Activity Permit Order 2009-0009-DWQ “2009 Construction General Permit” (see: http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml). Additionally, if the construction activity less than one acre is part of a larger common plan of development that encompasses a total of one or more acres of soil disturbance or if there is significant water quality impairment resulting from the activity, it is subject to the 2009 Construction General Permit.
133. On November 8, 2012, the Los Angeles Regional Water Quality Control Board adopted a new NPDES MS4 permit for the Los Angeles Basin. The provisions in this new permit (which can be accessed at http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/la_ms4/2012/) require all new development and redevelopment projects to lessen the water quality impacts of development by using smart growth practices, minimize the adverse impacts from storm water runoff, and minimize the percentage of impervious surfaces on land developments. Although the City has not yet implemented these requirements into its local ordinance and plan check requirements, this project is expected to comply with the new permit provisions.
134. Please note that the Lockheed Channel is already at full drainage capacity and cannot accept additional flows. On-site capture, infiltration, and/or detention will be required, or sending the storm water flows to another storm drain network/receiving water will be required.
135. Certain construction and re-construction activities within the City’s transportation corridors (i.e., public streets, public alleys, public parkway areas, private streets, and private parking) will be subject to the City’s Green Streets Policy requirements in Burbank Municipal Code Sections 7-3-102, 7-3-405, and 9-3-414.
136. Per BMC 9-3-407, Best Management Practices shall apply to all construction projects and shall be required from the time of land clearing, demolition or commencement of construction until receipt of a certificate of occupancy.
137. Discharges from essential non-emergency firefighting activities (i.e., fire sprinkler system testing) is a conditionally allowed non-storm water discharge into the storm drain system, provided appropriate Best Management Practices (BMPs) are implemented. Please contact the wastewater section of the Public Works Department at (818) 238-3915 for a copy of Fire Suppression Systems discharge form and follow the

requirements to comply when conducting the conditionally allowed non-storm water discharge.

138. Dewatering an area where water accumulates (i.e., crawl space, foundation, or basement) is now considered a prohibited discharge into the storm drain system. As such, private property applicants have the following options for dewatering accumulated volumes of water:
 - a. Depending on the volume and having controls in place to keep the discharge on-site, direct the dewatering discharge to a planted/vegetated area located on private property; or
 - b. Apply for an individual NPDES permit with the Regional Board to allow the dewatering discharge into the storm drain system through ORDER NO. R4-2013-0095: pages 8 and 9 of this Dewatering Order state that temporary dewatering including subterranean seepage dewatering, requires individual coverage and is no longer covered/allowed under the MS4 permit. Questions need to be directed to the Regional Board at (213) 576-6600.

Public Works – Traffic Engineering

139. Parking space dimensions and drive aisles shall comply with the requirements of the BMC Section 10-1-1401.
140. Concrete curbs and/or wheel stops shall be constructed along all parking areas to prevent overrunning sidewalks, landscaping and structures. All off-street parking areas shall be improved with signs, striping and paving. All parking areas and driveways shall conform to City codes and standards [BMC 31-1417].
141. A 24 foot turning radius shall be provided for access to driveways and right-angle parking stalls [BMC 10-1-1606].
142. If planter curbs are used as wheel stop, two feet (2') of the planter may be included in required parking stall length. Handicapped parking space shall be a minimum 9' wide [BMC 10-1-1417].
143. Two-way driveways shall have a minimum width of 30.0 feet and one-way driveways shall have a minimum width of 16.0 feet.
144. Show existing and proposed driveways with dimensions. Show trees, power poles, guy wire, traffic signals, manholes, water meters, street lights, and catch basins, and adjust such to driveways.
145. No visual obstruction over 3' high and under 10' high shall exist within the 5' by 5' corner cut-off at the intersection of the street and driveway [BMC 10-1-1303].

146. No visual obstruction over 3' high and under 10' high shall exist within the 10' by 10' corner cut-off at the intersection of the street and alley [BMC 10-1-1303 (B)].
147. All exterior lighting shall be directed away from the view of drivers on public streets [BMC 10-1-1420].
148. Inside dimensions for trash enclosure must be a minimum 7 feet by 8 feet or approved by Public Works Field Services. Doors shall not swing open into the public right-of-way.
149. Ramps to parking structure should conform to Burbank Standard Plan BT-406. Show cross section details with all dimensions, elevations, and transitions. If ramp is in excess of 10% slope, transitions shall be required for top and bottom. Ramp should not exceed a 20% slope.
150. Vertical clearance requires a minimum 7' over any parking space [BMC 10-1-1401].
151. Parking stalls against walls, fences, or other obstructions shall be a minimum 10' wide. This would also apply to the "H" walls in parking structure. End stalls shall be a minimum 11' wide or access aisle lengthen 3' to facilitate maneuvering. Show all dimensions on plans [BMC 10-1-1401].
152. Standard parking spaces adjacent to walls shall be a minimum 10' wide. Columns shall be a minimum 2' from end of parking stall. Show the location and dimensions of columns. Column dimensions shall not be included in required parking space dimension or encroach into access aisles [BMC 10-1-1401].
153. On construction plans, Authority shall show existing street widths, parkway widths, power poles, guy wires, meters, vaults, pull boxes, trees, driveways, street lights, etc.
154. On-site circulation paths (streets, alleys, driveways) shall be designed to accommodate design vehicles defined in the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets":
 - a. Passenger vehicle shall use "Passenger Car" as design vehicle, minimum inside turn radius = 14.4 feet, minimum outside turn radius = 24.0 feet
 - b. Small Truck shall use "Single-Unit Truck" as design vehicle, minimum inside turn radius = 28.3 feet, minimum outside turn radius = 42.0 feet
 - c. Bus shall use "City Transit Bus" as design vehicle, minimum inside turn radius = 24.5 feet, minimum outside turn radius = 42.0 feet
 - d. Truck shall use "Interstate Semitrailer WB-62" as design vehicle, minimum inside turn radius = 7.9 feet, minimum outside turn radius = 45.0 feet

155. Any existing traffic/parking sign(s) in public right-of-way may be covered, relocated or removed only with the prior approval of the Public Works Director. Sign(s) shall be reinstalled to the satisfaction of the Public Works Director [BMC 6-1-401].
156. All approved Traffic Engineering Division requirements shall be constructed and completed to the standards and satisfaction of the Public Works Department. For additional information or questions, please contact the Public Works Director at (818) 238-3915.

Public Works – Field Services

157. Authority shall contact Public Works and specify how the applicant will be handling the construction and demolition debris. For additional information or questions, please contact Public Works Field Services at (818) 238-3800.
158. Construction and site improvement plans shall show that all clearances and entries to refuse storage areas (enclosures) will assure safe entry for refuse collection vehicles and personnel.
159. Provide refuse/recycle enclosure specifications (location, size, etc.) [BMC 10-1-628V, BMC 10-1-1113.1H].
160. The facility design must provide for recycling facilities, i.e., storage and handling areas for recycling facilities. For information or questions regarding what is required for recycling facilities, please contact the City's Recycling Coordinator at (818) 238-3900.
161. Inside dimensions for the trash enclosure must be a minimum 7' by 8' or as approved by Public Works Field Services. Doors may not swing open into the public right-of-way [BMC 10-1-628V].
162. Trash area must be enclosed on 3 sides and be at least 6 feet high in commercial/industrial areas [BMC 10-1-1113.1H]. All clearances and entries to refuse storage areas (enclosures) must be approved to assure safe entry for refuse collection vehicles and personnel.
163. If greater than four cubic yards of solid waste is generated per week at the location, a waste and recycling plan shall be created for this development and shall comply with AB 341 requirements. For additional information or questions, please contact Public Works Field Services at (818) 238-3800.

Burbank Water & Power – Water Division

164. All on-site water improvement beyond FM meters shall be considered private plumbing and shall be installed by the Authority. Only water facilities in publically dedicated streets or easements will be considered City owned and maintained facilities, which will be installed by BWP at the Airport Authority's cost.

165. Contingent on the size of the development, Water Supply Assessment (WSA) may need to be prepared in compliance with SB 610 requirements. The WSA (if one is required) shall be submitted to BWP for review and approval.
166. The following information shall be included on construction plans:
 - a. Size and location of water services (domestic, fire, type & location of the backflow assembly).
 - b. Calculations for sizing of domestic water meter and service.
 - c. Landscape irrigation plans for backflow plan check.
167. Water may be supplied temporarily from a fire hydrant. Contact BWP Water Engineering at (818) 238-3500 concerning fees, required permit and fittings.
168. Due to the system static pressure at this site, the Building Division requirements for a pressure regulator are to be followed in accordance with the Uniform Plumbing Code.
169. A copy of these conditions shall be shown on the Authority's submittal of construction plans.
170. The water service for this project may be required to be provided with protective devices that prevent objectionable substances from being introduced into the public water supply system, per Title 17 of the California Administrative Code. A \$50 backflow prevention plan check fee is due before the plans will be stamped, signed and approved by the Water Division. Both domestic and fire services may require installation of backflow prevention devices. Plan check will take a minimum of five working days. Backflow devices must be installed on private property and as close as possible to the property line.
171. The owner or contractor shall contact BWP Water Division at (818) 238-3500 before the building permit is issued. The drawings will be reviewed for adequate sizing of the service and meter and will take a minimum of five working days. Domestic meter size shall be adequate to provide the required flow, as determined by a licensed plumber or architect, calculated from the number of fixture units for the proposed development, pursuant to the California Plumbing Code 2007, Title 24, Part 5. Prior to final approval and preparation of an estimate by the BWP Water Division, the Authority shall obtain approval from the City of Burbank Fire Department for appropriate fire service size and appurtenance selection. A deposit will then be collected to cover construction costs for all required services. Construction scheduling will be based on date of receipt of the required drawings, fees and deposit.
172. If the Fire Department requires any new fire hydrants and/or fire services for this development, the owner or contractor shall request an estimate for same from BWP Water Division by calling (818) 238-3500. The full deposit for any required work

(including upgrading the fire service/backflow device) must be paid before the Water Division approves the project drawings.

173. A Water Main Replacement Fee (WMRF) is required in accordance with Sections 4.34 (c), (d) and (e) of BWP Water Division Rules and Regulations. For additional information, please contact BWP staff at (818) 238 -3500.
174. The Authority shall be responsible for all additional costs associated with connection and installation of new water services and abandonment of existing services in accordance with BWP Rules and Regulations for Water Use.
175. Water Main Replacement Fee (WMRF) shall be applied in accordance with BWP Rules and Regulations.
176. Recycled water service for the proposed project will be available from a future recycled water main in Hollywood Way. A separate recycled water meter and service shall be installed for irrigation and HVAC cooling tower purposes, and use of recycled water will be required for all irrigation and for HVAC cooling tower water supply. Contact BWP for more information regarding L.A. County plan check approval. The Authority shall be responsible for obtaining all required approvals from Los Angeles County Department of Public Health and California Department of Public Health.
177. Authority shall provide BWP with Landscape Irrigation plans for the subject project for review and comments. Landscape and irrigation plans shall include the following:
 - a. Two separate connections, one for domestic use, and one for irrigation use. The State of California Department of Public Health requires that the domestic water service must have a Reduced Pressure Backflow Prevention Assembly installed as close as possible to the domestic water meter.
 - b. The pressure for the recycled water system is lower than that for the potable water system. A pressure reducing valve and a strainer shall be installed.
 - c. All irrigation piping, valve covers, boxes, and sprinkler system heads shall be purple, in addition to installing signs informing public of the use of recycled water for landscape irrigation purposes to comply with all State of California Recycled Water Requirements.
 - d. Minimum separation of potable water mains from recycled water, sewer, storm drain, or others, shall be maintained per the State of California Department of Public Health Requirements.
 - e. The County of Los Angeles requires that all plans for recycled water projects be submitted for review and approval prior to construction. Please coordinate your work with the County of Los Angeles, Department of Public Health (DPH), and follow their procedures for plan review and approval, and all requirements and guidelines for using recycled water for landscape irrigation purposes.
 - f. Contact Information: Carlos Borja for plan review and approval, 5050 Commerce Drive, Room 116, Baldwin Park, California 91706-1423. Telephone: (626) 430-5290 (Baldwin Park Office), Fax: (626) 813-3025.

Burbank Water & Power – Electric Division

178. The following information shall be included on construction plans:
 - a. Location of the existing electric service panel.
 - b. Dimensions/location of existing/proposed public improvements adjacent to project.
 - c. The width and the location of all the existing and proposed easements.
 - d. Proposed location of the electric service panel/meters.
 - e. Proposed locations of any pad-mount transformer(s).
 - f. Fully dimensioned building elevations showing height of structure from natural grade.
179. A minimum 15' x 25' clear accessible easement will be required for the installation of each pad-mount switch.
180. Existing conditions or the extent of development in the surrounding area will require a pad-mount transformer installation.
181. New 4' x 6' primary pull-boxes and 8' x 14' Manholes will be required.
182. Additional conduits may/will be required to provide for future needs.
183. The Authority will provide 5' wide recorded easement for the new underground system from the property line to the switch and a 25' x 15' easement for each pad-mount switch. The Authority's surveyor will provide a legal description of the easements, which will be reviewed by BWP and then processed by the Community Development Department (contact 818-238-5250 for recording).
184. The Authority's contractor will provide as-built drawings showing the exact location of underground substructure installed to serve the property.
185. The State of California Public Utilities Commission General Order No. 95 requires that no building or structure be allowed to encroach within the envelope 12' vertical and 6' horizontal from the existing high voltage lines along the perimeter of the property. The lines are approximately 35 feet from grade. The actual height and location of the conductor attachment has to be surveyed and shown on the plans.
186. The State of California Public Utilities Commission General Order No. 95 requires that no building or structure be allowed to encroach within the envelope 8' vertical and 3' horizontal from the existing low voltage lines along the perimeter of the property. The lines are approximately 30 feet from grade. The actual height and location of the conductor attachment has to be surveyed and shown on the plans.
187. The State of California Public Utilities Commission General Order No. 95 requires that no temporary scaffolding, platforms or supporting framework upon which men may work be

allowed to encroach within the required clearance envelopes as stated in the previous two comments.

188. Burbank Water and Power Rules and Regulations require that no open patios or balconies will be erected underneath any high voltage overhead conductor regardless of vertical clearance.
189. Plans must be revised to avoid encroachment into the envelope as commented above. Building elevations will show the existing power poles, their height from natural grade, conductor attachment heights and locations (all surveyed), and the described above envelopes clear from any portion of the building per BWP drawing S-708 (attached).
190. The Burbank Water and Power fees for providing electric service are Aid-in Construction (AIC) charges set forth in Section 3.26 of BWP's Rules and Regulations for Electric Service. AIC charges are to recover the actual cost of:
 - a. Providing and installing new facilities to serve the customer;
 - b. Conducting feasibility studies and engineering;
 - c. Relocating existing overhead or underground facilities.
191. Actual costs vary from project to project and AIC examples can be found in the Burbank Water and Power "Guide for Electric Service." A letter detailing these charges will be generated once the final design is completed. The cost estimate for providing service to the site will be provided at a later date depending on the load requirements.
192. If any portion of the existing BWP facilities needs to be upgraded or relocated due to the subject project, it will be done at the Authority's expense.
193. Plan approval will not be given until an electric service confirmation is obtained. Contact BWP Engineering at (818) 238-3647 (residential) or at (818) 238-3565 (commercial). The plans must show the pertinent information related to the method of service as specified on the confirmation.
194. Burbank Water and Power offers high-speed, high-quality fiber optics-based services through its ONE Burbank program. Fiber service is available to the project if desired. Contact Daniel Lippert, Manager Telecommunication and Facilities at (818) 238-3656 or email dlippert@burbankca.gov for further information.
195. The Authority/property owner is responsible for the undergrounding the overhead electric facilities along the perimeter of the property. The underground design will be supplied by BWP at the customer's expense. The customer will install all necessary substructure and BWP will install all underground cables and electric equipment at the customer's expense.
196. For all new projects and for those projects where existing properties are undergoing extensive renovation, the Authority/property owner is responsible for the street lighting system for public streets traversing the project. In cases where the existing street lights are

supplied overhead, the Authority/property owner will be required to install a complete underground street light system. Standards and luminaries will be supplied by BWP at the customer's expense. A plot plan of the site must be submitted to BWP during the initial planning stage of the project for street light design.

197. A load schedule and secondary service schematic will be required to determine the extent of the electrical load requirements.
198. The service switchboard rating shall be limited to 3000 Amps. Five copies of EUSERC drawings of the switchboard shall be provided to BWP for approval prior to submittal to the manufacturer. Service shall not be energized unless these drawings are provided.
199. The electrical design shall comply with California Building Code Title 24 energy efficiency requirements and shall use, wherever practical, surge suppressors, filters, isolation transformers, or other available means to preserve a quality of power of its electrical service and to protect sensitive electronic and computer-controlled equipment from voltage surges, sags, and fluctuations. BWP also recommends the use of an uninterruptible power supply (UPS) and a standby generator for critical loads.
200. Power factor correction to a minimum of 90% will be requested to minimize kVA demand as well as energy use. The Authority must use California Nonresident Building Standard to consider and implement energy efficient electrical equipment and devices for minimizing peak demand and wasteful energy consumption.
201. For multi-metered services all numbering must be completed in a permanent manner at all individual units and meter sockets before service can be energized. See BWP Rules and Regulations, Section 2.68 (c) for acceptable labeling (stenciling or riveted tags required, permanent marker is unacceptable). Contact Public Works Engineering for unit designations.
202. For commercial and industrial buildings, outdoor meter locations are preferred. Meter socket or service equipment must be installed in location readily accessible from the same property. When adequate exterior wall space is not available, a separately locked meter room accessible from outside the building through one door must be provided. The Department must be supplied a key to that room which will be installed in a lock box adjacent to the door. Future building modifications or other structural changes will not render the meters inaccessible. Customers need to consult the Department for approved locations and to obtain a service confirmation prior to any installations.
203. All new metered services require a path for meter communications to BWP. BWP communication networks will require additional equipment as approved by BWP at the Authority's expense to create the appropriate communications path.
204. The builder is responsible to protect any existing Burbank Water and Power facilities in place. Power poles must be protected in place to prevent any movement of the pole butt during excavation. Anchors must also be protected to prevent slippage or exposure that

could result in the reduction or loss of holding power. If these requirements cannot be met, then no excavation will be allowed within three feet from the face of poles and five feet from anchors.

205. Any trees planted in the area adjacent to the street/alley will be of a type that will not grow into the existing power lines and will also have sufficient clearance from the streetlight facilities.
206. BWP landscaping requirements for transformer pads and switch pads:
 - a. Due to the natural maturation of trees and other landscaping elements, the following requirements are to be adhered to:
 - b. New plantings within three feet of the back or sides of the pad and within eight feet of the front shall be of a groundcover type. This is considered the working zone.
 - c. Outside of the working zone, shrubbery is acceptable within eight feet of the pads, but trees must be beyond an eight foot radius to lessen future root conflicts.
 - d. Landscaping grade shall be a minimum of five inches below the grade level of the top of transformer pads.
 - e. All irrigation and sprinkler systems shall be constructed so that water shall not be directed onto the switch, the transformers, or the concrete pads. Additionally, surface water shall drain away from the concrete pads.
 - f. Landscape plans shall adhere to the above requirements, showing proper working clearances for electrical facilities on L-sheets.
207. All electrical installations must conform to the Burbank Water and Power Rules and Regulations for Electric Service (latest revision). Contact AT&T at (707) 575-2180 for any phone company facility conflicts. Contact Charter Communications at (818) 847-5013 for any cable T.V. facility conflicts.
208. Any existing and proposed substructure on-site and off-site, which may affect the location of the new underground electrical system and any other improvements shall be identified and shown on the final plans in order to avoid a potential conflict with other substructure.
209. A meeting should be scheduled between the Authority, project architect, electrical engineer, and BWP Electrical Engineering early in the design stage of each phase of the project to discuss all the issues and to finalize the location of the facilities. A load schedule and secondary service schematic will be required to determine the extent of the electrical load requirements. An electronic copy of a plot plan of the site, showing all the existing and proposed substructures, complying with BWP AutoCAD standards should also be provided to BWP Electrical Engineering (email: rsleiman@burbankca.gov) to aid the electrical design. BWP will provide full comments after the electrical sheets are provided.

210. Loads ranging from 750KW – 5MW will require a line extension at the Authority's cost. New substructure will include pull-boxes, padmount switches, and padmount transformer facilities, and will also be at the Authority's cost.
211. Loads greater than 5MW will require a new substation. Please contact BWP Engineering at (818) 238-3654 for details if the projected load will exceed 5MW. The substation may be built off-site if part of a customer substation.
212. All substructure work including the transformer pad, switch pad, the pull box, grounding Systems, primary conduits and secondary conduits are the responsibility of the Authority and shall be done in accordance with Burbank Water and Power drawings and specifications. The transformer pad and switch pad shall be at grade level on undisturbed soil to allow for the installation of a box underneath it. BWP will provide a construction drawing and engineering support, inspect contractor's work, install the transformers, primary cables, and metering devices at the Authority's cost. Note that any relocation or upgrade of existing BWP facilities will be done at the Authority's expense. For additional information or questions please contact: Riad Sleiman, Principal Electrical Engineer, BWP at (818) 238-3654.
213. An allocation for Electric Vehicle (EV) parking shall be required. A total of fifty (50) parking spaces shall have EVs charging stations installed airport-wide, in addition to EV charging stations already proposed to be installed by the City in the existing valet facility and existing parking structure, and shall be placed at multiple convenient and visible locations within the new parking structures and surface lots. The electrical service panel shall include capacity to simultaneously charge all EVs at their full-rated amperage. Plan design shall be based upon Level 2 EVs or greater, at maximum operating ampacity. Plans shall include the location(s) and type of EV, raceway method(s), wiring schematics, and electrical calculations. The raceway shall be installed per Burbank Water and Power standards.
214. Specifications for the construction of underground electrical conduit (further information available online at '<https://www.burbankwaterandpower.com/construction-standards-forms>')
- a. S-723B Three-phase 8' x 10' Transformer Pad Details
 - b. S-0725 Clearances for Three phase 8'x 10' Transformer Pad
 - c. S-462F Pad-mount Switch Details
 - d. S-732 Clearances for 7' x 10'-6" Switch Pad
 - e. S-458A Barrier Post Detail
 - f. S-729 4' x 6' Pull box Details
 - g. S-794B 8' x 14' Manhole Details

Police Department

215. The following areas shall be illuminated at all times with light having an intensity of at least two (2) foot-candles at floor level: Every apartment house and hotel, every public

hallway, passageway, public stairway, fire escape, elevator, public toilet or bath, means of egress, all open parking spaces and carports, open parking garages and approaches to open garages and carports, all parking structures, and all semi-subterranean and subterranean garages. All outside lighting shall comply with the requirements of BMC Section 5-3-505. Required lighting devices shall have vandal resistant covers.

216. All buildings and parking structures shall be capable of supporting emergency safety service radio communication systems in compliance with the requirements of BMC Section 9-1-1-2703. All enclosed and/or subterranean interior areas of this project will be tested upon completion of construction to determine the radio signal transparency. Any buildings or structures which cannot pass the appropriate radio signal strength test may require installation of a radiating cable antennae or internal multiple antennae low power repeater system with or without FCC type accepted bi-directional UHF amplifiers as necessary to meet this requirement.
217. Preventive measures shall be taken to secure any entrances to the building(s) from any parking structures to prevent the possibility of theft or burglary.
218. Secure fencing around the construction site with locking gates and appropriate lighting shall be installed during construction to prevent trespassing and theft. During construction, the Police Department shall be given emergency contact information of contractors and owners for any problems encountered after normal construction hours.
219. To ensure that construction personnel are aware of the construction times specified by the construction hours condition, the Authority shall install professionally made sign(s) 2 ft. X 3 ft. in size in location(s) satisfactory to the City Planner and the Police Department that states, "NOTICE: THE CITY OF BURBANK LIMITS CONSTRUCTION ACTIVITIES OF THIS PROJECT (DEMOLITION, EXCAVATION, GRADING, ACTUAL CONSTRUCTION, AND LANDSCAPING- EXCLUDING AIRFIELD CONSTRUCTION) as follows: 7:00 AM TO 7:00 PM MONDAY THROUGH FRIDAY, AND FROM 8:00 AM TO 5:00 PM ON SATURDAY. THERE SHALL BE NO WORK PERFORMED ON SUNDAYS OR ON MAJOR HOLIDAYS." Any exceptions would be subject to the approval of the Directors of both the Community Development and Public Works Departments.
220. A construction "truck route plan," which identifies truck routes along major arterials while avoiding residential streets, and the frequency of trips and hours of operation, shall be prepared prior to approval of any demolition, grading, or building permits and approved by the Public Works Director. The plan shall demonstrate avoidance of congested roadways and sensitive receptors (e.g., residential areas) and shall minimize the number of trips and trip lengths to the maximum extent feasible.
221. The Authority shall provide a site plan, to the Police Department representative's and the Public Works Director's satisfaction, that shows sufficient off-street parking locations for construction employees and equipment so as to not impact the local residential community or nearby businesses, and shall require contractors to prepare a

trip reduction plan for construction crew vehicles to reduce potential vehicle trips on the road. The Authority shall place such language (dealing with parking and trip reduction) in all contractor agreements.

222. Buildings shall be numbered with the approval of the enforcing authority. This section shall not prevent supplementary numbering such as reflective numbers on street curbs or decorative numbering. Such numbering will be considered supplemental only and shall not satisfy the requirements of this section. Any building having a separate identifying factor, other than the street number, shall be clearly identified.
223. All commercial structures shall display a street number in a prominent position so that it is easily visible from the street. The numbers shall be at least six (6) inches in height, of a color contrasting to the background, and located so they may be clearly seen and read (9-2-505.1(a) BMC). The numbers shall be illuminated during darkness. If the structure has rear vehicle access, numbers shall be placed there as well. The Fire or Police Departments may require the size of the numbers to be increased or provided in additional locations if the distance from or orientation to the street limits visibility. Address numbers shall also be displayed on the roof of the building to be visible from police helicopters. Digits shall be a minimum of 18 X 24 inches with a 3" line width in a color that contrasts with the background.
224. Maps of the complex shall be furnished to the City of Burbank Police Department upon completion of construction. The maps shall include building identification and unit identification.
225. Stairwells, the interiors of which are not completely visible when first entering, shall have mirrors so placed as to make the whole stairwell interior visible to pedestrians outside.
226. When access to or within a multiple-family dwelling complex, private residential community, or other buildings with multiple occupants is unduly difficult because of secured openings, or where immediate access is necessary for lifesaving or other police purposes, a Series 3200 Knox-Box Security Vault key box and/or a Series 3500 Knox Box key switch shall be installed in an accessible location (9-2-506.1(a) BMC). The police key box/switch may only be obtained directly from Knox and request applications are available only from the Burbank Police Department. The police key box shall be separate from the FIRE key box and shall contain keys to allow access to security gates or doors as required by the City of Burbank Police Chief. The installation shall occur during the construction phase. Depending on the size of the development, more than one police Knox-Box may be required. For additional information or questions, please contact Police staff at (818) 238-3085. The Police Department will be available to review plans and apply an approval stamp for building permits Monday through Thursday, 9:00 to 11:00 AM.

Parks and Recreation Department

227. The Authority shall submit planting and irrigation plans prepared by a licensed landscape architect. Prior to issuance of any permits, the landscape and irrigation plans shall demonstrate compliance with the Water Efficient Landscape Ordinance (http://www.water.ca.gov/wateruseefficiency/docs/MWELO_TbContent_Law.pdf). The plans shall include calculations demonstrating compliance with the Water Efficient Landscape Ordinance, and a statement and certification by the preparer that the plan conforms.
228. The Authority shall submit landscape and irrigation plans prepared by a landscape architect licensed by the State of California. Plans shall demonstrate compliance with all applicable aspects of AB 1881 (Water Conserving Landscape).
229. If any on-site trees need to be removed for construction, the Authority shall submit an Arborist Report to assess the tree valuation of trees to be removed on private property. For private property trees, the Airport Authority has the option of increasing the value of the landscape above Code requirement instead of pecuniary reimbursement.
230. Authority shall install and provide irrigation to street trees.
231. Authority shall protect street trees during all phases of construction. In the case of any tree removed or destroyed, as provided for in BMC Section 7-4-111, or as a result of a violation of BMC Sections 7-4-113, 7-4-115, or 7-4-117, but not replaced, the City shall be reimbursed the value of the tree, as determined by the most current valuation table established by the International Shade Tree Conference. [BMC 7-4-105]
232. All trees on any street or other publicly owned property near any excavation or construction of any building, structure, or street work, shall be sufficiently guarded and protected by those responsible for such work so as to prevent any injury to said trees. No person shall excavate any ditches, tunnels, trenches, or install pavement within a radius of ten feet (10') from any public tree without prior notification to the Park, Recreation and Community Services Director. [BMC 7-4-115]
233. Any street tree requested by any person or property owner to be removed for the purpose of any type of construction shall be replaced with a tree of the nearest size available, of a species and in the location to be determined by the Park, Recreation and Community Services Director. The person or property owner shall pay the total cost to the City of removal prior to any such action being undertaken. If such tree, or trees, are not replaced, the City shall be reimbursed the value of the tree as established in BMC Section 7-4-105, in addition to the cost to the City of removal. [BMC 7-4-111(A)]
234. Any tree removed for the purpose of any type of construction in accordance with BMC subsection 10-1-1113S shall be replaced with a tree of equal size, of the same species or an appropriate alternative, and in a location to be approved by the Park, Recreation and Community Services Director and the Community Development Director. Alternately, the City shall be reimbursed the value of the trees, pursuant to this section and BMC Section 7-4-105; or, the project's landscaping shall be improved above what

is required by BMC subsection 10-1-1113E, and in an amount equal to the value of the removed trees, or if the excess landscaping does not equal the value of the removed trees, then a fee for the shortfall shall be paid to the City; or, the tree(s) shall be moved elsewhere to the satisfaction of the Park, Recreation and Community Services Director; or a combination of moving or replacing the trees pursuant to BMC Section 7-4-105 and this section shall be followed. The fees obtained from private development will be placed in the Urban Reforestation Fund which will be devoted to the replacement of City trees. [BMC 7-4-111(B)]

235. If any street trees are destroyed during construction, they shall be replaced with trees having the same size canopy (or nearest size available) to the satisfaction of the Park, Recreation and Community Services Department.
236. If there is any net loss of street trees, the value of trees and removal cost must be paid per the Burbank Municipal Code to the satisfaction of the Park, Recreation and Community Services Department.
237. The Authority shall ensure that in the required front and exposed side yards (i.e., adjacent and visible to public rights-of-way), a minimum of one tree shall be planted for every 40 linear feet of street frontage or fraction thereof, to the extent possible. A minimum of 50 percent of required trees shall be a minimum of 36-inch box size, with the remainder a minimum of 24-inch box size.
238. Authority shall provide landscaping in new parking lot(s) and new parking structure(s) as required by the BMC Sections 10-1-1417, 10-1-1418, and 10-1-1419.
239. All trash enclosures and utility cabinets or equipment shall be fully screened from public view through the use of berming, landscape materials, walls, or buildings.
240. Condition of Approval for Planned Development No. 169 Amendment: In the event the Authority designates the Southwest Quadrant/full size Option for the replacement passenger terminal, then the site plan referenced in condition of approval 3 (Ordinance No. 3788) is modified to provide for a shuttle pick up/drop off and relocated recirculated loop road.
241. Conditions of Approval for Planned Development No. 170 Amendment-Parking Lot A: The PD Zone is located on a part of the Adjacent Property, with the remainder of the Adjacent Property zoned Airport. This PD amendment will allow for all uses allowed in the Airport Zone portion of Adjacent Property. All existing conditions of PD No. 170 though shall remain unchanged until this Development Agreement is effective and until construction begins for the Replacement Terminal Project as designated by the Authority in accordance with Section 5.5 of the Development Agreement.

EXHIBIT H

DESIGN REQUIREMENTS

I. DESIGN VALUES

The parties agree that it is important for the design of the new passenger terminal to reflect what is characteristic of the region in general and what is characteristic of Burbank in particular.

The Authority shall engage Burbank residents and the public generally in the design process from start to finish. This means a participatory process. The Authority shall engage the community at each stage of design through the declaration of the preferred design.

The parties share the following design values and, when selecting the preferred design, the Authority shall make findings regarding the following design values:

- A. Where possible, the interior of the terminal shall be visually opened to the outside.
- B. Architectural style, colors, and materials for the terminal shall be applied to adjacent parking structures, so there is consistency between the terminal and structures. Design, materials and construction shall conform to principles of environmental sustainability.
- C. Form and appearance shall not be sacrificed for function. The terminal and related structures should have both.
- D. The design shall promote a truly multi-modal experience and link to mass transit.
- E. The design shall deliver memorable "gateway experiences" for visitors who begin and end their visit at the airport.

II. DESIGN STANDARDS

The following design standards are applicable to the passenger terminal and where applicable the Project and Property.

A. General

- 1. Maintain a view corridor from the terminal by considering the physical setting of the terminal (Verdugo Mountains, San Fernando Valley, etc.). [Adjacent Property option only]
- 2. Shade in waiting areas, ample sidewalk width in outdoor waiting areas.

3. Landscaping throughout project site, exterior of front of terminal, garages to the extent practical, garage perimeter where practical, loop road, site entrances from public streets, as well as around General Aviation Hangars and surface parking lots relocated to the Adjacent Property.
4. No advertising billboards visible from a City street shall be constructed, installed or maintained on the exterior of the property.
5. Reflective glass shall not be used.

B. Parking Structures

1. Minimize height of parking garage levels. Eight-two feet shall be the maximum height allowed for any parking structure.
2. Use of minimum lighting in garages and parking lots required for safety and security - typically approximately 10 footcandles average illumination.
3. The visible edges of all parking structures shall be made visually attractive through choice of material, landscaping and/or terracing.
4. Vehicular and pedestrian circulation routes shall be clearly indicated.
5. Independent and separate pedestrian access shall be provided from all parking structures or surface parking lots to all surrounding principal uses.
6. All parking structures shall be architecturally compatible with the terminal building.
7. Exterior facades should be articulated so that there is relief from long uninterrupted horizontal and/or vertical lines.

C. Landscaping

1. The following shall be the minimum requirements for the provision and maintenance of landscape areas:
 - a. Irrigation. All landscaped areas shall be provided with irrigation capable of complete coverage of the areas and designed to minimize run-off and other wasting of water. Such system shall be maintained in a fully operational condition.

- b. Application. All portions of a lot not paved or occupied by a structure shall be landscaped. All yard areas required by this Project shall be landscaped unless utilized for a permitted use. These requirements shall apply to buildings and parking facilities constructed subsequent to adoption of this Project.
- c. Landscaping Materials. All landscaped areas shall be landscaped with a mixture of a ground cover, shrubs and trees, and may include decorative rock, sculpture, walkways, patios and/or fountains. Some of the following requirements will only address the quantity of trees to be provided, however the indication of required trees means that a complementary quantity of ground cover and three shrubs per tree shall also be provided.
- d. Quantity. Surface Parking lots. One tree shall be provided for each five parking spaces. These trees may be clustered, but a minimum of one cluster for each one hundred feet of a row or double row of parking spaces shall be provided. Trees shall be provided in or bordering the parking area and shall be of a species that provides a broad canopy.
- e. Quantity. Parking structures. One tree shall be provided for each twenty-five feet of the perimeter of the structure. These trees may be clustered but one cluster shall be located for each one hundred feet along a public or private street frontage. Trees shall border the parking structure and shall be of a species that will obtain a mature height of not less than the height of the structure. The trees shall be of a species or shall be located or trimmed in such a way as to prevent being a means of gaining access to otherwise secured areas.
- f. Quantity. Street trees. Street trees may be required in addition to other required landscaping. Four trees per one hundred lineal feet of City street frontage including the terminal loop road is the minimum amount required along the street frontage. Such trees shall be installed according to BMC Section 7-4-101, et seq. Type of tree shall be determined by the Parks, Recreation and Community Services Director. [Southwest Property option only]
- g. Minimum Size. Required trees. At least fifteen gallon, provided that any site with more than one hundred feet of street frontage shall also provide one tree of not less than twenty-four inch box size for each one hundred feet of street frontage.
- h. Minimum Size. Required shrubs. At least five gallon.

- i. Minimum Size. Ground cover. Lawn shall be of sod and shall cover the proposed area; other ground cover shall be planted in such a way as to result in coverage of the area within one year.
- j. Substitutions. If adequate space to plant a fifteen gallon tree is not available, three five gallon shrubs may be substituted for each tree, upon the approval of the Community Development Director. If a significant concentrated planting is more appropriate than linear screen planting, one thirty-six inch box tree may be substituted for three fifteen gallon trees, upon the approval of the Community Development Director. Hydro mulch or seeding for a large lawn may be substituted for sod upon the approval of the Community Development Director.

D. Screening

- 1. Open Storage. All open storage shall be screened by a solid wall. No material being stored shall be visible above such wall. All such walls shall be screened by vines not less than ten feet on center.
- 2. Parking Lots. All parking lots facing a City street or Terminal Loop Road shall be screened by a solid wall or compact evergreen hedge, not less than three feet in height, or by a landscaped planter containing five gallon shrubs not less than three feet on center, or by a landscaped berm not less than three feet in height, or by a landscaped screening plan approved by the Community Development Director.
- 3. Parking Structures. All sides of a parking structure abutting a City street or Terminal Loop Road shall be screened by vines or other decorative screening.
- 4. Loading Areas. All truck loading areas or docks shall be screened from City streets or Terminal Loop Road by a building or masonry wall not less than six feet in height. All loading docks shall be designed so that they can be secured. Such screening walls shall be planted with vines not less than ten feet on center unless otherwise approved by the Community Development Director.

E. Sidewalks

Sidewalks shall be provided along N Hollywood Way. Sidewalks minimum 10 feet wide shall be provided from Hollywood Way to the terminal. [Adjacent Property option only]

III. DESIGN PROCESS

Below is a conceptual framework for future design charrette workshop series to guide the design process for the new terminal.

- A. Purpose and Intent. The purpose of design charrettes (or workshops) is to enhance architectural design and placemaking within and around the Replacement Terminal, and achieve a distinctive design representing a gateway into the City of Burbank and the region. The intent is to allow the involvement of the public and Burbank residents early in the design of the Replacement Terminal, and promote trust between citizens, the Authority, and the City. The Authority shall be solely responsible for organizing and conducting the design charrettes (or "workshops"). Participants will be tasked with envisioning an environment designed for all users, including pedestrians, transit riders, and drivers. All interested members of the public shall be invited to participate, without regard to any background or experience in architecture, urban design, planning, landscape architecture, art, engineering, or other design-related disciplines.
- B. Desire for Objective Process. It is desirable for the design process itself to be as objective as practicable, with the Authority creating tools such as: a nominal checklist to indicate the steps/procedures that have been completed; generating a checklist to report the design suggestions or elements (suggested by the public and City residents) that have been accepted and incorporated into the final architectural design; or equivalent objective criteria/tools by which an independent third-party consultant may reference to unequivocally ascertain the Authority's compliance with these conditions of approval.
- C. Charrette Goals/Objectives. Participants will be asked to generate ideas pertaining to the exterior design of the Replacement Terminal including, but not limited to: architectural design, massing and scale, vertical and horizontal articulation, treatments and finishes (materials and colors), compatibility with surrounding adjacent structures, lighting and signage, shading and weather protection, wayfinding and gateway elements, and identifying amenities and placemaking components that would enhance the experience for travelers and visitors.
- D. Design Charrette or Workshop Procedures.
 - 1. A series of workshops shall be conducted prior to completing any construction documents (architectural) for the Replacement Terminal, and prior to the Authority formally submitting any application(s) for building permit(s).
 - 2. The Authority shall hire a professional consultant with significant experience acting as a moderator and facilitator for design workshops

or design charrettes. The experience must include components related to architecture or exterior building design. The experience may include topics related to urban design. The experience need not be from airport-related projects.

3. Charrette/workshop format shall be interactive for all participants, and shall utilize a microphone for public speakers as well as a professional facilitator to formally moderate the meeting. The Authority may utilize the services of a court reporter or other professional to document the public comments and proceedings.
4. A minimum of six (6) design charrettes/workshops shall be conducted, shall be held no more frequently than one workshop every thirty (30) days, shall be held no less than one workshop every 180 days, and allow for a minimum of three feedback loops. The Authority at its sole discretion may select the timing and frequency of the meeting series. Following the first workshop, the City prefers that every subsequent workshop be successive and iterative, i.e., demonstrating to attendees and the public the extent of design changes that have been made since the prior workshop(s). The iterative process should be convergent (meaning it should come closer to the desired result as the number of iterations increases). Feedback cycles should include: public meeting vision; alternative concepts for design; public meeting input; declaration of preferred design; open house review; and public meeting confirmation.

E. The series of design charrettes/workshops shall incorporate the following features:

1. Discussion of large-scale design elements (e.g., overall architectural design, massing and scale, vertical and horizontal articulation, compatibility with surrounding adjacent structures);
2. Discussion of finer-grain details (architectural treatments and finishes such as materials and colors, wayfinding and gateway elements, and identifying amenities and placemaking components that would enhance the experience for travelers and visitors);
3. Discussion of small-scale design elements (landscaping and open space, lighting and signage, shading and weather protection, people spaces and plazas);
4. The Authority at its sole discretion may select which topics will be discussed in the various charrettes or workshops;

5. The City prefers that the progression of topics begin with large-scale design elements, and then subsequently proceed to moderate- and small-scale design elements.

EXHIBIT I
PROJECT DESIGN FEATURES

(Attached.)

I.1 INTRODUCTION

This appendix describes Project Design Features (PDFs) associated with the EIR. PDFs are not mitigation measures, but rather features the Authority has committed to building into the replacement terminal project that will help further reduce potential environmental effects.

I.2 PROJECT DESIGN FEATURES MATRIX

The Project Design Features matrix below includes the following sections:

- **Timing.** This column identifies the PDF specified within the EIR that would reduce potentially significant environmental effects.
- **Responsible Entity.** This column specifies the entity responsible for ensuring the PDF is implemented.
- **Notes.** This section will allow for the signature of the responsible entity and date when a PDF milestone has been reached.

<p>PDF-AES-1:</p> <p>All outdoor lighting for individual buildings, other than signs, would be limited to lighting required for safety, security, low-level architectural illumination, and landscaping. The Authority would comply with all applicable rules/regulations of the FAA, the California Division of Aeronautics, and the Los Angeles County Airport Comprehensive Land Use Plan pertaining to lighting and glare control. Specific features would include the following:</p> <ul style="list-style-type: none"> • Use high-cutoff and/or shielded light fixtures that shall direct light downward (i.e., not allow illumination above the horizontal). • LED or bulb colors would be installed that cannot be confused with airfield lighting, navigational aids, or other airfield operational lighting. • Except for FAA-required lighting, no other flashing or strobing lighting directed upward into the sky would be included. • Glare within the property of the Airport would be minimized to the maximum extent feasible primarily for the safety of arrival and departure of aircraft. • All project lighting should be designed to eliminate glare onto adjacent properties. The design of light standards should be compatible with the building architecture and adjacent light standards in the public right-of-way and adjacent properties. (City Comment #5) • Glare (existing and proposed) within the airport property should be minimized to the maximum extent feasible primarily for the safety of landing and take-off operations. The Authority shall hire a licensed electrical engineer to design and implement measures to reduce light and glare from the Regional Intermodal Transportation Center (RITC) building. 		<p>Prior to the start of construction and during design</p> <p>During construction</p> <p>After construction</p> <p>Authority</p>	
<p>Agricultural and Forestry Resources</p>			

None.				
Air Quality				
<p>PDF-AIR-1: GREEN BUILDING MEASURES</p> <p>The Authority would design and operate the replacement passenger terminal to meet or exceed the applicable green building, energy, water, and waste requirements of the State of California Green Building Standards Code and the City of Burbank GGRP. Green building measures would include, but are not limited to the following:</p> <ul style="list-style-type: none"> • The Airport would implement a construction waste management plan to recycle and/or salvage a minimum of 75 percent of nonhazardous construction debris. • The Airport would be constructed with materials, equivalent in performance to virgin materials with a total (combined) recycled content value (RCV) of 10 percent or more of the total material cost of the Airport. • The Airport would design and operate the replacement passenger terminal to meet or exceed the Title 24, Part 11 (CALGreen) Tier 1 standards and would optimize energy performance and reduce building energy cost by at least 15 percent for new commercial construction compared to the Title 24, Part 6 standards. • The Airport would optimize energy performance and reduce building energy cost by installing energy efficient commercial appliances that meet the USEPA ENERGY STAR rating standards or equivalent. • The Airport would design the replacement passenger terminal to reduce its contribution to the urban heat island effect by using roofing materials with a minimum aged solar reflectance and thermal emittance or a minimum aged Solar Reflective Index (SRI) that meets or exceeds the Title 24, Part 11 (CALGreen) Tier 1 standards. 				<p>Authority</p> <p>During design During construction Post construction and operation of the replacement terminal</p>

<ul style="list-style-type: none"> • The Airport would design the replacement passenger terminal with solar-ready rooftops that are pre-wired for the installation of on-site solar photovoltaic (PV) or solar water heating (SWH) systems. • The Airport would include double-paned windows to keep heat out during summer months and keep heat inside during winter months; • The Airport would reduce indoor potable water use within the replacement passenger terminal by installing water fixtures that exceed applicable standards. The reduction in indoor potable water would be achieved through the installation of high-efficiency water faucets, high efficiency toilets, flushless urinals, and other similar means; • The Airport would reduce outdoor potable water use associated with the replacement passenger terminal landscaping as per the Title 24, Part 11 (CALGreen) Tier 1 standards by installing water-efficient irrigation systems, planting native or drought-tolerant plant species, using recycled water, or other similar means. • The Airport would provide recycling collection bins within appropriate publicly accessible locations of the replacement passenger terminal; • The Airport would design and operate the replacement passenger terminal such that mechanically ventilated areas would utilize air filtration media for outside and return air prior to occupancy that provides at least a Minimum Efficiency Reporting Value (MERV) of 11. • To encourage employee carpooling and the use of low-emitting or fuel-efficient vehicles by employees, the Authority would designate a minimum of 10 percent of the onsite employee parking for carpool and/or low-emitting or fuel-efficient vehicles. To encourage public transportation use by the Authority employees, the 	
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<p>Authority shall provide incentives, such as discounted public transportation passes.</p> <ul style="list-style-type: none"> • The Authority will pre-wire, or install conduit and panel capacity for, electric vehicle charging stations for a minimum of five (5) percent of onsite relocated parking spaces, of which 50 spaces would be installed with electric vehicle charging stations upon opening of the replacement passenger terminal. • The replacement terminal gates shall be designed with electric infrastructure to allow for aircraft and ground support equipment to utilize electric power. New hangars would be designed to include electric infrastructure to provide the ability for aircraft in the hangars to use electricity. • The Authority would provide incentives to encourage the use of public transportation by Authority employees. • The Authority would require the use of electric lawn mowers and leaf blowers during landscaping activities. • The Authority would require the use of electric or alternatively-fueled sweeper with HEPA filters for roadways and parking structures. 			
<p>PDF-AIR-2: CONSTRUCTION MEASURES</p> <p>The Authority shall require construction contractor(s) to utilize off-road diesel-powered construction equipment that meets or exceeds the CARB and USEPA Tier 3 off-road emissions standard with Level 3 diesel particulate filters for equipment rated at 100 hp or greater during Airport construction. To the extent possible, pole power will be made available for use with electric tools, equipment, lighting, etc. These requirements shall be included in applicable bid documents and successful contractor(s) must demonstrate the ability to supply such equipment. A copy of each unit's certified tier specification or model year specification and CARB or SCAQMD operating permit (if applicable) shall be available upon request at the time of mobilization of each applicable unit of equipment. The Authority shall encourage</p>	<p>Project bid documents During construction</p>	<p>Authority Contractor</p>	

<p>construction contractors to apply for SCAQMD "SOON" funds, which provides funds to accelerate the clean-up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm.</p>		
<p>PDF-AIR-3: REGULATION IV - PROHIBITIONS</p> <p>This regulation sets forth the restrictions for visible emissions, odor nuisance, fugitive dust, various air emissions, fuel contaminants, start-up/shutdown exemptions, and breakdown events. The following is a list of rules which may apply to the Airport:</p> <ul style="list-style-type: none"> • Rule 402 – Nuisance: This rule states that a person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. • Rule 403 – Fugitive Dust: This rule requires projects to prevent, reduce or mitigate fugitive dust emissions from a site. Rule 403 restricts visible fugitive dust to the project property line, restricts the net PM10 emissions to less than 50 micrograms per cubic meter and restricts the tracking out of bulk materials onto public roads. Additionally, projects must utilize 1 or more of the best available control measures (identified in the tables within the rule). Mitigation measures may include adding freeboard to haul vehicles, covering loose material on haul vehicles, watering, using chemical stabilizers and/or ceasing all activities. Finally, a 		

<p>contingency plan may be required if so determined by the U.S. EPA. (From EIR p. 3.4-9)</p>						
<p>PDF-AIR-4: REGULATION XI - Source Specific Standards: Regulation XI sets emissions standards for different specific sources. The following is a list of rules which may apply to the Airport:</p>						<ul style="list-style-type: none"> • Rule 1113 - Architectural Coatings: This rule requires manufacturers, distributors, and end users of architectural and industrial maintenance coatings to reduce VOC emissions from the use of these coatings, primarily by placing limits on the VOC content of various coating categories. • Rule 1146.1 - Emissions of Oxides of Nitrogen from Small Industrial, Institutional, and Commercial Boilers, Steam Generators, and Process Heaters: This rule requires manufacturers, distributors, retailers, refurbishers, installers, and operators of new and existing units to reduce NOX emissions from natural gas-fired water heaters, boilers, and process heaters as defined in this rule (greater than 2 million British thermal units [Btu] per hour and less than 5 million Btu per hour). • Rule 1146.2 - Emissions of Oxides of Nitrogen from Large Water Heaters and Small Boilers and Process Heaters: This rule requires manufacturers, distributors, retailers, refurbishers, installers, and operators of new and existing units to reduce NOX emissions from natural gas-fired water heaters, boilers, and process heaters as defined in this rule (less than or equal to 2 million Btu per hour). • Rule 1186 - PM10 Emissions from Paved and Unpaved Roads, and Livestock Operations: This rule applies to

<p>owners and operators of paved and unpaved roads and livestock operations. The rule is intended to reduce PM10 emissions by requiring the clean up of material deposited onto paved roads, use of certified street sweeping equipment, and treatment of high-use unpaved roads (see also Rule 403). [From EIR p. 3.4-9]</p>			
<p>PDF-AIR-5: REGULATION XIV - Toxics and Other Noncriteria Pollutants: Regulation XI sets emissions standards for TACs and other noncriteria pollutant emissions. The following is a list of rules which may apply to the Airport:</p> <ul style="list-style-type: none"> • Rule 1402 - Control of Toxic Air Contaminants from Existing Sources: This rule sets standards for health risk associated with emissions of TACs from existing sources by specifying limits for maximum individual cancer risk (MICR), cancer burden, and noncancer acute and chronic hazard index (HI) applicable to total facility emissions and by requiring facilities to implement risk reduction plans to achieve specified risk limits, as required by the AB 2588 Air Toxics Hot Spots Program and this rule. The rule also specifies public notification and inventory requirements. • Rule 1403 - Asbestos Emissions from Demolition/Renovation Activities: This rule requires owners and operators of any demolition or renovation activity and the associated disturbance of asbestos-containing materials, any asbestos storage facility, or any active waste disposal site to implement work practice requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials. Additional regulatory details, environmental setting, and impacts associated with asbestos are discussed in Section 3.9. 			

<ul style="list-style-type: none"> Rule 1472 - Requirements for Facilities with Multiple Stationary Emergency Standby Diesel-Fueled Internal Combustion Engines: This rule regulated diesel particulate matter emissions from facilities with three or more stationary emergency standby diesel-fueled internal combustion engines. Facilities which comply with all applicable requirements of Rule 1402, including emissions from diesel engines at the facility, may be exempt from this rule. 		
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Biological Resources		
None.		
Cultural Resources		
None.		
Geology and Soils		
PDF-GEO-1: Seismic Design Standards All structures would be designed and built in accordance with City of Burbank Building Division requirements and current seismic design provisions of the 2013 CBC or using the Building Code in effect when final design plans are submitted. [EIR p. 3.7-9]		
PDF-GEO-2: Subsurface geotechnical evaluation report. Prepare a detailed subsurface geotechnical evaluation report to assess the potential for dynamic compaction and recommend structural design techniques to reduce the impacts from seismically induced ground failure as required by the 2013 CBC or by the Building Code in effect when final design plans are submitted. [EIR p. 3.7-10]		
PDF-GEO-1: Stormwater pollution prevention plan (SWPPP) Prepare a stormwater pollution prevention plan (SWPPP) and implement best management practices (BMPs), as required by the Los Angeles Regional Water Quality Control Board, which would minimize the potential for soil erosion. During operation of the replacement terminal, BMPs related to ongoing drainage design		

and maintenance practices would be included in the SWPPP and implemented to reduce soil erosion during operation. [EIR p. 3.7-11]			
Greenhouse Gas Emissions			
See Air Quality Project Design Features.			
Hazards and Hazardous Materials			
PDF-HAZ-1 The proposed project would implement fugitive dust control measures consistent with SCAQMD rules and regulations. The dust control measures would consist of various elements including: proper maintenance and watering of internal haul roads; water spraying of soil excavated and placed for cover or soil reconsolidation; applying water on intermediate soil cover areas; and seeding/planting vegetation on the completed protective cap. Water used for this purpose would most likely be recycled water. In addition, to water, other approved fugitive dust control measures could be used, such as Soil-Sement® or foam. This project design feature is consistent with SCAQMD Rule 403 requirements (see also Section 3.4).	During construction	Contractor	
PDF-HAZ-2 The proposed project would comply with applicable SCAQMD rules that govern the control of air pollutant emissions from the Airport, including SCAQMD Rule 1166 – Volatile Organic Compound Emissions from Decontamination of Soil. This would include the following: <ul style="list-style-type: none"> • Submit a Mitigation Plan to minimize VOC emissions during excavation, grading, handling and treatment of VOC contaminated soil in accordance with Attachment A of SCAQMD Rule 1166, and obtain approval from the SCAQMD. A copy of the approved plan must be on-site during the entire excavation period. Then plan specifies what to do if contaminated soils are encountered. If 	Project bid documents During construction Post construction	Authority Contractor	

<p>vapors are encountered during excavation, then soils would be monitored for VOC contaminated soils by recording concentrations every 15 minutes. If contaminated, soils would be segregated from non-contaminated soils. Contaminated soils would be sprayed with water and/or approved vapor suppressant and covered with plastic sheeting for all periods of inactivity lasting more than an hour. Daily inspections of contaminated soil would occur until soils are treated or removed. If treating soil onsite, a permit to construct and operate the treatment equipment would be obtained. Treatment options could include; an underground VOC collection and disposal system prior to excavation, or a collection and disposal of the VOC from the excavated soil using approved equipment. If transporting the soil off-site for disposal, trucks must be tarped and the exterior of the truck, trailer and tires would be cleaned off prior to the truck leaving the site.</p> <ul style="list-style-type: none"> • Monitor for the presence of VOC, and implement the approved mitigation plan when VOC-contaminated soil, as defined in Rule 1166, is detected. • If required, obtain a SCAQMD Permit for Project activities, and provide a copy of said Permit to the DTSC. 		
<p>PDF-HAZ-3</p> <p>Prior to leaving the Airport, each haul truck, and other delivery trucks that come in contact with Airport waste, would be inspected and put through procedures as necessary to remove loose debris from tire wells and on the truck exterior. Haul truck operators (drivers) would be required to have the proper training and registration by the State and as applicable to the material they would be hauling. Trucks transporting hazardous waste are required to maintain a hazardous waste manifest that describes the content of the materials.</p>	During construction	Contractor

<p>PDF-HAZ-4</p> <p>The final design of the replacement passenger terminal shall include necessary consideration of vapor intrusion strategies and/or technologies, as warranted, based upon a refined review of existing soil gas survey data and relevant data collected during construction in accordance with SCAQMD Rule 1166 (PDF-HAZ-2) and PDF-HYDRO-2.</p>	During design	Authority	
<p>PDF-HAZ-5</p> <p>Any contaminated soils stockpiled at the site shall be stored in such a manner that underlying soils are not cross-contaminated. This could be accomplished by the use of heavy-duty plastic sheeting placed under and on top of the stockpiled materials, or other suitable methods. The management, treatment, or disposal of such material shall comply with all federal, state, and local regulations related to hazardous waste.</p>			
<p>PDF-HAZ-6</p> <p>All stockpiled contaminated materials shall be protected in order to prevent material from being washed into storm drains. This could be accomplished by the use of sand bags around material, heavy-duty plastic sheeting placed on top of smaller stockpiles of materials, or other suitable methods.</p>			
<p>PDF-HAZ-7</p> <p>Grading and demolition contractors shall be required by construction specifications to secure approval of haul routes to export or otherwise transport off-site excavated materials prior to commencement of such activity, pursuant to Burbank Municipal Code Title 7.</p>			

<p>PDF-HAZ-8</p> <p>Prior to issuance of a grading permit or Industrial Waste Discharge Permit for activities involving construction dewatering, evidence shall be provided to the City of Burbank Building Division and/or the Public Works Department, as appropriate, that a valid National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit is in place. The National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit shall include provisions for evaluating the groundwater for potential contamination and, if necessary, the need for treatment of dewatering discharge.</p>		
<p>PDF-HAZ-9</p> <p>The Airport Authority shall implement a soil import procedure to evaluate imported soils, satisfactory to the Regional Water Quality Control Board. The procedure shall include investigation of historical uses at the borrow site, soil sampling and analysis of soil prior to excavation and hauling to the airport property, and comparison of detected concentrations of any chemicals found in soil with appropriate health-based screening levels. Only soils that pass the screening shall be imported to the project site and used as fill.</p>		
<p>PDF-HAZ-10</p> <p>Cal/OSHA worker safety requirements provide for air monitoring during subsurface excavation activities including borings, grading, and trenching (on-site and off-site) to check for unsafe levels of hexavalent chromium, TCE, PCE, and other VOCs, carbon monoxide, etc. Should unsafe levels occur, appropriate safety measures shall be implemented, as required.</p>		

<p>PDF-HAZ-11</p> <p>Prior to the issuance of any building or engineering permit(s), the Airport Authority shall demonstrate to the satisfaction of the Directors of Public Works and Community Development that remedial actions, in accordance with adopted State standards applicable to any remedial action plan, are being implemented on-site and/or that new buildings shall include all necessary engineering controls (e.g., vapor barriers, passive or active ventilation system, on-going monitoring, etc.).</p>			
<p>PDF-HYDRO-1: LOW IMPACT DEVELOPMENT PLAN</p> <p>Prior to final design of the Adjacent Property Full-Size Terminal Option, Southwest Quadrant Full-Size Terminal Option, or Southwest Quadrant Same-Size Terminal Option, a Low Impact Development Plan would be developed by the Authority and submitted to the City of Burbank Community Development Director for approval. The LID Plan is required because the replacement terminal project is classified as a "Planning Priority Project" per the BMC and must comply with requirements of Section 9-3-413. The adjacent property and southwest quadrant sites will result in an alteration to 50-percent or more of the impervious surfaces of a previously existing development which was not subject to post-construction storm water quality control requirements. Therefore, all storm water runoff generated at these two locations must be treated. At the northeast quadrant site, less than 50-percent of the impervious surfaces of a previous development not subject to post-construction storm water quality control requirements will be altered. Therefore, only the area that is altered must be treated.</p> <p>The LID Plan would be designed to control pollutants, pollutant loads, and runoff volumes to the maximum extent feasible by</p>	During design	Authority	

<p>minimizing impervious surface areas and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use. The LID plan will detail how the project will comply with retaining storm water runoff onsite for the storm water quality design volume (SWQDv) and minimizing hydromodification impacts to the natural drainage systems. If 100-percent onsite retention of the SWQDv is technically infeasible, partially or fully, the infeasibility will be demonstrated in the LID Plan submitted for approval. Technically infeasible reasons could include; brownfield development sites or other locations where pollutant mobilization is a document concern, smart growth and infill or redevelopment locations where the density and/or nature of the project would create significant difficulty for compliance with the on-site volume retention requirements. If partial or complete onsite retention is technically infeasible, the project site may biofilter 1.5 times the portion of the remaining SWQDv that is not reliably retained onsite or alternatively off-site infiltration may be available. The remaining SWQDv that cannot be retained or biofiltered on- or off-site must be treated onsite to reduce pollutant loading. BMPs must be selected and designed to meet pollutant-specific benchmarks as required by the NPDES Permit. Flow-through BMPs may be used to treat the remaining SWQDv and must be sized appropriately based on either a rainfall intensity of 0.2 inches per hour or the one year, one-hour rainfall intensity as determined by the most recent Los Angeles County isohyetal map, whichever is greater.</p> <p>The LID Plan will identify permanent site design, source-control, and treatment-control BMPs that would be implemented as part of the project, including pollutant removal and protection of downstream water resources. The LID manual¹⁰ presents several alternatives for storm water quality control measures; retention based, biofiltration, vegetation based and treatment based. Potential retention/detention based options include constructed</p>	
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wetlands and wet ponds, which would feature standing water which is not a suitable application for airports due to the risk of creating wildlife attractants per FAA AC 150/5200-33B. Additionally, a majority of the retention based, biofiltration, and vegetation measures are not feasible according to the LID manual as the drainage areas in the adjacent property, southwest quadrant and northeast quadrant are larger than 10 acres. The four remaining storm water quality control measures include sand filters, extended detention basin, permeable pavement with an underdrain system, and proprietary devices. The majority of the replacement terminal sites are occupied by pavement and structures so a sand filter is likely not feasible due to sizing restrictions. While apron pavement would not be able to be of permeable construction due to FAA pavement design requirements, sections of the surface parking lots could be made permeable; however the majority of the parking facilities in the proposed developments are parking structures. The project sites lie above the Burbank and North Hollywood Operable Units, which are known to have groundwater pollution, therefore, infiltration basins should be avoided because it can mobilize groundwater contamination¹¹. So, an underground extended detention basin is the only storm water quality control measure left. Any proprietary devices would need to be investigated further as the drainage basins are finalized and the final flow paths are determined. Therefore, the proposed storm water quality control measure is an underground detention basin where the water will be treated by going through synthetic treatment chambers prior to being hydraulically released into the storm drains when volume permits. The synthetic treatment chambers may contain, baffle boxes, modular wetlands, hydrocarbon bricks, CDS unit, etc. The final design will be specified in the LID Plan. The underground detention basis would reduce the amount of runoff enough to mitigate the increase in SWQDv flowrate as a result of implementation of the Adjacent Property Full-Size Terminal Option., Southwest Quadrant Full-Size Terminal Option, and

Southwest Quadrant Same Size Terminal Option to a less than significant impact.			
<p>Table 3.10-4 of the FEIR, LID Source Control Measures, identifies source control measures taken from the County LID Manual. Of these 11 measures, storm drainage message and signage, outdoor trash storage, outdoor loading/unloading dock area, fuel-maintenance area and landscape irrigation are anticipated to be required due to the proposed operations. Storm drain message and signage requires that signs and messages be posted that discourage illegal dumping. Outdoor trash requirements include isolating the storm water impacted by the storage area and ensuring the waste is contained onsite via grading and screens until the materials can be disposed of properly. Outdoor loading and unloading include similar requirements such as isolating the bays from the surround drainage systems and covering the area to prevent any leakage of pollutants. Lastly, landscape requirements include design criteria to limit excessive runoff generated by the landscaping and minimize fertilize, pesticides, and herbicide uses. The LID Plan will include a detailed list of components and features that will be incorporated into the final project design. Implementation of these source control measures would reduce impacts at the Adjacent Property Full-Size Terminal Option, Southwest Quadrant Full-Size Terminal Option, and Southwest Quadrant Same Size Terminal Option to a less than significant level.</p>			
<p>PDF-HYDRO-2: SOIL MANAGEMENT PLAN</p> <p>The Adjacent Property Full-Size Terminal Option, Southwest Quadrant Full-Size Terminal Option, and Southwest Quadrant Same-Size Terminal Option are located in an area which has been used for various aircraft manufacturing and maintenance purposes. These purposes involved the use and storage of various chemicals and hazardous materials. As a result of these past uses, the Airport was investigated for potential groundwater and soil</p>	Prior to construction	Authority	

contamination under the Well Investigation Program as part of the San Fernando Valley Groundwater Basin Superfund Site. The San Fernando Valley Groundwater Basin Superfund Site is broken up into four separate areas: Burbank & North Hollywood; Glendale/Crystal Springs; Verdugo; and Pollock/Los Angeles. The Airport is located within Area 1 (Burbank & North Hollywood). As Area 1 is large, the site was broken up to make cleanup easier and more manageable in the form of Operable Units. Area 1 is currently comprised of the North Hollywood Operable Unit and the Burbank Operable Unit. The Adjacent Property and northeast quadrant lie within the Burbank Operable Unit. The southwest quadrant lies within the North Hollywood Operable Unit. Therefore, there is a potential that construction activities could uncover previously contaminated soils.

The Authority would prepare a Soil Management Plan (SMP) and obtain RWQCB approval prior to the initiation of construction activities. The SMP would outline the framework for soils assessment, remediation, and removal confirmation actions to be undertaken if contaminated soils are uncovered during construction activities. As grading, excavation and trenching were performed, exposed soil would be monitored for stained or discolored soil, wet or saturated soils, or odors. If impacted soil is encountered, the soil would be analyzed to identify and characterize the impact and determine if soil remediation is required. Based on visual monitoring, "grab" soil samples would be collected at selected locations for headspace screening for volatile organic compounds using a calibrated Photoionization Detector (PID). Headspace PID readings that are elevated above those of non-impacted grab soil samples would be considered potentially contaminated. Soil impacted by highly elevated concentrations of hexavalent chromium and/or total chromium may appear to be stained a yellow color, dissimilar to surrounding non-impacted soil. At a minimum, at least one soil sample would be collected for chemical analysis at or near the center of the

<p>suspected impact, ideally representative of the "worst case" condition. Soil samples would be analyzed by an appropriate State-certified laboratory using appropriate methods based on the parameters to be analyzed. When a new impact has been identified it would be characterized to assess its lateral and vertical extent. Likely excavation of impacted soil would be followed by segregated stockpiling or direct-loading, waste profiling, and off-site disposal or recycling which would be performed in accordance with applicable federal, state, and local regulations. Compliance with the SMP would be protective of water quality and would reduce potentially significant impacts to a less than significant level.</p>			
<p>PDF-HYDRO-3: Water Quality Regulatory Compliance (EIR p. 3.10-42)</p> <p>The Authority shall comply with the Construction General Permit, SWPPP, NPDES requirements, MS4 Permit and other local regulations that require BMPs and source control measures considered protective of water quality and which prevent a substantial degradation of water quality.</p>			
Land Use and Planning			
None.			
Mineral Resources			
None.			
Noise			
<p>PDF-NOISE-1</p> <p>The Project Authority shall provide a qualified "Noise Disturbance Coordinator." The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall notify the City within 24 hours of the complaint and determine the cause of the noise complaint (e.g., starting too early, malfunctioning muffler, etc.) and shall implement reasonable measures to resolve the complaint, as deemed acceptable by the</p>	During construction	Authority	

<p>Burbank Planning and Transportation Division. All signs posted at the construction site shall include the contact name and the telephone number for the Noise Disturbance Coordinator. Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, convalescent homes, etc.), to the extent feasible, and shall be identified and approved by Building Official before grading permit issuance. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from any sensitive noise receivers.</p> <p>Per the Burbank2035 General Plan construction shall be limited to the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturday. No construction is permitted on Sundays or major holidays.</p> <p>Construction activities that relate to non-airfield infrastructure and that create substantially more noise than typical construction activity, including but not limited to pile driving, shall occur only during the normal construction hours specified in the Burbank Municipal Code unless the Community Development Director grants an exception based on extraordinary circumstances. At least 24 hours prior to conducting pile driving or other activities that are louder than typical construction, the applicant shall provide notice to all businesses within a 500-foot radius of the location where the work will occur.</p>		
Population and Housing		
None.		
Public Services		
None.		
Recreation		
None.		
Transportation and Traffic		
None.		

Utilities and Service Systems			
PDF-UTIL-1 When available, the Authority would use recycled water for landscape irrigation and cooling towers.	Post construction	Authority	
PDF-UTIL-2: Sewer Capacity Analysis The Authority shall complete a sewer capacity analysis for the project pursuant to the Burbank Municipal Code. {EIR p. 3.18-19}			
PDF-UTIL-3: Construction and Demolition Debris Recycling The Authority shall divert and/or recycle construction and demolition debris pursuant to Burbank Municipal Code Section 9-1-10-1010 et. seq.			

EXHIBIT J
JPA SUMMARY OF GOVERNANCE CHANGE AMENDMENT

2.3.5 Voting.

A. Except as provided in paragraph (B) below, any action taken by the Commission at a meeting shall require the affirmative vote of a majority of the members of the Commission. Without limiting the generality of the preceding, any action to implement the Replacement Passenger Terminal Project (described in Section 1.1 above), taken by the Commission at a meeting shall require the affirmative vote of a majority of the members of the Commission.

B. Any action in the categories set forth below taken by the Commission at a meeting shall require the affirmative vote of a majority of the appointees to the Commission of each of the Parties ("Supermajority Vote"); i.e. the affirmative vote of at least two appointees of each Party. A Supermajority Vote is required for any decision:...

(iv.) Which authorizes an increase in the number of Commercial Airline passenger gates above 14 or creates, constructs or approves of any remote loading positions for scheduled departures of Commercial Airline passenger aircraft. For purposes of this section 2.3.5 and section 2.3.6, until the Replacement Passenger Terminal is opened, the term "Commercial Airline" shall mean any FAA-certified air carrier that has a use agreement or operating permit for use of the passenger terminal, and is required by Department of Homeland Security, Transportation Security Administration ("TSA") regulations to process passengers through a secure portal with TSA-approved inspection of passengers and baggage. For purposes of this section 2.3.5 and section 2.3.6, after the Replacement Passenger Terminal is opened, the term "Commercial Airline" shall mean any commercial passenger aircraft operator whose passengers are required by regulations of the TSA (or its successor agency) to be processed through a secure portal and/or whose baggage is subject to security inspection. If the Commission elects to enter into use agreements or to require operating permits for Commercial Airlines to operate at the Airport, each such use agreement or operating permit executed or amended by the Authority after the effective date of the Second Amendment of this Agreement shall include the Supermajority Vote requirements of this Second Amendment.

(v.) Which authorizes construction or expansion of any terminal other than the construction of the Replacement Passenger Terminal Project.

(vi.) Which authorizes the relocation of any Commercial Airline passenger-related function, including, but not limited to, passenger and baggage screening, check-in, baggage claims, and hold rooms at any location other than the Existing Terminal or the Replacement Passenger Terminal.

(vii.) Which amends the Authority's noise rules in effect as of July 16, 2016 or alters the manner in which they have been enforced since November 5, 1990 (the date on

Airport Noise and Capacity Act of 1990 ("ANCA") was enacted).

(viii.) Which amends the Authority's voluntary curfew or alters the manner in which it has been applied since November 5, 1990.

(ix.) Which abandons the Authority's support for Congressional authorization for the imposition of the mandatory curfew that was sought by the Authority's application under 14 C.F.R. Part 161, submitted February 2, 2009 and denied by the FAA (the "Mandatory Curfew").

(x.) Which authorizes acquisition of an interest in real property other than an aviation easement; or

(xi.) Which approves any new airport management contract or lease with a term (including any extensions or options thereto) in excess of 35 years.

C. Notwithstanding paragraph (B) above, a Supermajority Vote is not required for the following decisions:

(i.) Which authorize the issuance of bonds or any other form of indebtedness associated with the Replacement Passenger Terminal Project and its ancillary components;

(ii.) Which implement the Mandatory Curfew.

EXHIBIT K
MAP OF SOUTHWEST QUADRANT
OBJECT-FREE AREA AND BUILDING RESTRICTION LINE

****Not Attached****

Original map may be viewed in the City Clerk's Office of the City of Burbank at the following address:

Burbank City Hall
City Clerk's Office
275 E. Olive Ave.
Burbank, California 91502

Tel: (818) 238-5851

EXHIBIT L
PART 161 CURFEW

1. Except as provided in Paragraphs (2) and (3), between the hours of 10:00 p.m. and 6:59 a.m.:
 - a. No landings at Bob Hope Airport shall be permitted.
 - b. No takeoffs from Bob Hope Airport shall be permitted.
2. The following aircraft shall be permitted to land at or takeoff from Bob Hope Airport between the hours of 10:00 p.m. and 6:59 a.m.:
 - a. Law enforcement aircraft, firefighting aircraft, disaster relief aircraft and military aircraft.
 - b. Medical flight aircraft engaged in active emergency operations for the transportation of patients or human organs.
3. Aircraft other than those specified in Paragraph (2) shall be permitted to land at or takeoff from Bob Hope Airport between the hours of 10:00 p.m. and 6:59 a.m. only under the following circumstances:
 - a. In the event such landing or takeoff results from the existence of a declared emergency.
 - b. In the event such landing or takeoff results from the use of Bob Hope Airport as weather alternate.
 - c. In the event such landing or takeoff results from a weather, mechanical, or air traffic control delay; provided, however, this exception shall not authorize any landing or takeoff between the hours of 11:00 p.m. and 6:59 a.m.
4. Upon request of the Authority, the aircraft operator shall document or demonstrate:
(i) the precise emergency condition(s) resulting in a landing or takeoff between the hours of 10:00 p.m. and 6:59 a.m.; or (ii) the precise weather, mechanical, or air traffic control condition(s) resulting in a landing or takeoff between the hours of 10:00 p.m. and 11:00 p.m.
5. Any aircraft operator violating the provisions of this Rule shall, in addition to any other available remedies (including injunctive remedies), be subject to civil penalties for each unauthorized landing and unauthorized takeoff as follows:
 - a. For the first violation within a 12-month period – Three Thousand Six Hundred Seventy-One Dollars (\$3,671)

- b. For second violation within a 12-month period – Seven Thousand Three Hundred Forty-Two Dollars (\$7,342)
- c. For the third violation within a 12-month period – Eleven Thousand Thirteen Dollars (\$11,013)
- d. For the fourth violation within a 12-month period – Fourteen Thousand Six Hundred Eighty-Four Dollars (\$14,684) and action to ban the aircraft operator's access or terminate lease at Bob Hope Airport for a twelve (12) month period.

ELEVATE BUR

GET READY FOR AN UPGRADE



**Hollywood
Burbank**
Airport

[CONFORMED] Exhibit K

Community Design Charrette Workshops: Supporting Documentation

BUR RPT Conformed Design-Build Agreement
Page 1167 of 1457

Acknowledgements

Airport Commissioners

Ray Adams, President, Burbank
Ross Selvidge, Ph.D., Vice President, Pasadena
Vartan Gharpetian, Secretary, Glendale
Paula Devine, Treasurer, Glendale
Bill Wiggins, Auditor, Burbank
Vrej Agajanian, Commissioner, Glendale
Don Brown, Commissioner, Burbank
Steve Madison, Commissioner, Pasadena
Terry Tornek, Commissioner, Pasadena

Airport Staff

Frank R. Miller, Executive Director
John T. Hatanaka, Senior Deputy Executive Director
Kathy David, Deputy Executive Director, Finance & Administration
Denis Carvill, Deputy Executive Director, Operations
Patrick J. Lammerding, Deputy Executive Director, Planning & Development
Karen Kirk, Executive Assistant
Sarah Paulson Sheehy, Senior Director, Government & Public Affairs
Lucy M. Burghdorf, Director, Public Affairs & Communications
Amanda Parise, Administrative Assistant
Scott Kimball, Director, Business and Properties, Safety and Procurement
Alisa Dehoyos, Senior Manager, Procurement
Lanna Aguilera, Senior Procurement Specialist
Derrick Cheng, Property Specialist
Mark D. Hardymont, Director, Transportation & Environmental Affairs
Maggie Martinez, Manager, Noise and Environmental Compliance
Kyle Porter, Noise and Environmental Specialist
Anthony Defrenza, Director of Engineering and Maintenance
Karen Sepulveda, Manager, Construction Services
Vince Hollands, Manager, Maintenance Department, Mary Lugo, Assistant Manager, Maintenance Department, and all of our Maintenance Department staff
Tom Janowitz, Senior Manager, Ground Access
Thomas Henderson, Director, Operations
Michael Crane, Manager, Operations

David Kwon, Director, Finance
Mark Guedikian, Controller
Linda Lansdown, Senior Accountant
Edward B. Skvarna, Chief of Police and Director of Public Safety
Tom Lenahan, Chief, Fire Department

City of Burbank Council and Staff

Mayor Emily Gabel-Luddy*
Vice-Mayor Sharon Springer*
Council Member Bob Frutos
Council Member Jess Talamantes
Council Member Timothy M. Murphy
Justin Hess, City Manager
Judie Wilkie, Assistant City Manager
Patrick Prescott, Community Development Director
Simone McFarland, Assistant Community Development Director, Economic
Development & Housing/Public Information Officer
Leonard Bechet, Senior Planner
Ron Davis, City Manager (Retired)
City of Burbank Police Department
City of Burbank Fire Department
**Positions held during the Public Design Charrette Workshops series*

Consultants

Susan Georgino, Georgino Development
Mark Conway, Conway Consulting
Patti Harburg-Petrich, BuroHappold Engineering
Karl McGrath, Airbiz
Daniel Iacofano, MIG
Esmeralda Garcia, MIG
CJ Davis, MIG
Roman Yanke, MIG
John Anderson, Cerrell
Brandon Stephenson, Cerrell
Tori Chica, Cerrell

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Community Design Charrette Workshops: Supporting Documentation

Introduction

The Hollywood Burbank Airport Authority (Airport Authority) conducted nine Community Design Charrette Workshops and five online design charrette workshops to gather community and stakeholder input on the design and functionality of the 14-gate replacement passenger terminal (RPT). This collaborative and transparent process effectively recorded the community's vision and ideas for the RPT through a series of iterative discussions and exercises. All members of the public, regardless of background or profession, were invited to participate to ensure that the RPT is designed for all users. The Airport Authority successfully solicited meaningful input on safety improvements, design features, and amenities that the community and passengers would like to see in the RPT.

In order to comprehensively document the collection of visions and ideas from this extensive outreach process, the Support Documentation report compiles summaries, transcriptions, and workshop materials from each Community Design Charrette Workshop and outreach activity. All of the comments received through wall graphic recordings, comment books, and online surveys are succinctly summarized in Section II (Summary of Input) and comprehensively recorded in Section IV (Appendices). Additional outreach efforts through multimedia, door-to-door canvassing, and stakeholder interviews are summarized in Section III (Outreach).

Design Charrette Workshop #1 Summary

Design Charrette #1

Design Charrette Workshops

Workshop Synopsis

Executive Summary

On Wednesday, March 27, the Hollywood Burbank Airport Authority hosted the first of nine public charrette workshops to gather community and stakeholder input on the design and functionality of the 14-gate replacement passenger terminal (RPT). Approximately 100 community members attended the workshop inside Hangar 41 located at 2930 N. Clybourn Avenue, Burbank, CA 91505. Members of the Project Team included Hollywood Burbank Airport staff, City of Burbank representatives, technical experts and consultants, and the facilitation team.

The public charrette workshop began at 6:00 P.M. with refreshments and a display of historical images of the Hollywood Burbank Airport. The Project Team then introduced the objectives of the design charrette process and the project background behind the RPT through a PowerPoint presentation. Subsequently, participants joined nine small group discussions led by one or two facilitators from the Project Team. Before starting, the facilitators encouraged the participants to brainstorm and emphasized that the goal was to be visionary, not building consensus. During the small group discussions, facilitators asked participants to share their ideas for the design and functionality of the RPT in response to prompting questions. The facilitators then captured their responses through text and imagery on a large wall graphic organized by visions, stories and design features and amenities for the RPT. Additionally, some participants submitted comment booklets to further explain their ideas.

The workshop concluded around 8:30 P.M. with a summary and invitation to future public charrette workshops. Through interactive and iterative dialogues, the Project Team will continue to solicit meaningful input during the next five public charrette workshops in the City of Burbank and three workshops in the neighboring cities of Glendale, Los Angeles and Pasadena over the coming months.

The following information includes Emerging Themes followed by Main Ideas by Question derived from group discussions on the vision, stories, and design features and amenities that should be integrated into the Replacement Passenger Terminal's final design schematics.

Emerging Themes

The nine vision posters and several comment cards provide valuable insight into the RPT design, functionality, and amenities preferred by community members. Upon reviewing these materials, several emerging themes appear across the nine small group discussions.

1.0 Simplicity, Convenience and Ease of Use

- 1.1 Make ingress and egress as easy as possible
- 1.2 Create attractive and comfortable lounge areas
- 1.3 Maximize accessibility for all users
- 1.4 Make it easy to navigate in and around the terminal
- 1.5 Provide diverse and convenient food options
- 1.6 Make it family-friendly, child-friendly and pet-friendly

2.0 Openness and Transparency

- 2.1 Maximize use of natural light to illuminate the terminal
- 2.2 Create an open air feeling

3.0 Human Scale

- 3.1 Draw upon natural and native colors from the surrounding landscape
- 3.2 Create a comfortable, inviting and homey feel

4.0 Green Design

- 4.1 Achieve LEED certification
- 4.2 Use sustainable building materials
- 4.3 Plant native vegetation

5.0 A Quality, Authentic, Iconic Structure

- 5.1 Reflect the identity of Burbank and the surrounding region
- 5.2 Reflect some aspect of the architectural and cultural history of the area
- 5.3 Include public art installations

6.0 Aircraft Connection

- 6.1 Embrace the aviation industry and its history
- 6.2 Provide observation areas

7.0 Reflections of Classic Hollywood Style

- 7.1 Celebrate the entertainment industry
- 7.2 Consider use of themed gates

Main Ideas by Question

The facilitators used three primary questions to gather community and stakeholder input on the design and functionality of the RPT. The key findings for each question are listed below.

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Reflect the historical architectural styles of the area including mission, art-deco, mid-century modern, and minimalism; include elements and materials such as arches, tiles, brass, gold
- Celebrate the entertainment industry
- Create an open air feeling using elements such as open air walkways, outdoor spaces and courtyards, high ceilings and skylights and spacious boarding areas with expansive mountain views and water features
- Provide observation areas
- Allow natural outdoor lighting to illuminate the terminal using transparent materials such as glass and open roofs
- Work toward a high level of LEED certification
- Use green building materials for inside and outside the terminal
- Create native landscapes in and around the terminal
- Draw upon natural and native colors from the surrounding landscape
- Create a comfortable, inviting and homey feel with a strong sense of arrival and sense of place

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Celebrate the Entertainment industry including but not limited to 1930's motion pictures, Bob Hope, Johnny Carson, the red carpet, Oscars, the Kodak and Dolby Theaters
- Consider use of themed gates drawing on classic moments in film history
- Embrace the aviation industry and its history including references to Amelia Earhart, World War II, JPL, Stealth Technology
- Reflect the identity of Burbank by incorporating local restaurants and businesses
- Reflect our regional identity by celebrating major destinations and events such as The Tournament of Roses and The Rose Parade, the film and television studios, Griffith Park, along with native and early history

Question #3: What are your highest priority **design features and amenities**?

- Create attractive and comfortable lounge areas

- Maximize accessibility for all users using features such as ramps, people movers and internal shuttles
- Create a terminal that is family-friendly, child-friendly and pet-friendly
- Design for easy access to and from the terminal including multi-modal connections, ride share areas and curbside check-in with close proximity to ticketing areas
- Ensure easy navigation within the terminal through the use of information kiosks, virtual assistants, pleasant intercom voices and clear attractive signage
- Provide diverse and convenient food options including but not limited to grab n' go, food trucks, local breweries and bars
- Provide access to technology including Wi-Fi, charging stations, airport specific mobile apps, workstations, smart parking
- Strive for energy independence through the use of renewable energy technology
- Incorporate public art installations including but not limited to galleries, murals and mosaics, sculptures and selfie backgrounds
- Provide opportunities to connect with airplanes from viewing platforms and observation decks

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. BRENDA J ROBLES		
E-mail robles b@sbcglobal.net		
2. ALFRED ANTOW		
E-mail AANTOW@BURBANKCA.GOV		
3. Hayate Harris		4227 A Colfax Ave. Studio City, CA 91604
E-mail mk3harris@earthlink.net		
4. Todd McIntyre		
E-mail toddcm@me.com		
5. Donna Balar		
E-mail salsastepse@gmail.com		
6. Eric Rodriguez		
E-mail eric.rodriguez@ramirezco.com		
7. WARD W. SMITH		
E-mail WARD@BLUESPACE.NET		
8. Sylvia Avendano	909/843-0859	
E-mail		
9.		
E-mail		
10.		
E-mail		

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. David Bueros	713-875-1807	
E-mail DAVID.BUROS@ClarkConstruction.com		
2.		
E-mail		
3.		
E-mail		
4.		
E-mail		
5.		
E-mail		
6.		
E-mail		
7.		
E-mail		
8.		
E-mail		
9.		
E-mail		
10.		
E-mail		

[CONFORMED] Exhibit K

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. TIMOTHY NELSON	818 325 5077	730 E MAGNOLIA BLVD. APT A
E-mail TNELSON@OMPROP.COM		BURBANK, CA 91501
2.		
E-mail		
3.		
E-mail		
4.		
E-mail		
5.		
E-mail		
6.		
E-mail		
7.		
E-mail		
8.		
E-mail		
9.		
E-mail		
10.		
E-mail		

[CONFORMED] Exhibit K

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Amy Breyer E-mail amy@breyerandrew.com	818-276- 451 6780	91504
2. Avery Sarden E-mail amsarden@leadadaly.com	404 874-8333	
3. ELWIN DOBSON E-mail ejdobson@leadadaly.com	404-874-8333	10 10TH ST. STE 200 ATLANTA, GA 30309
4. James Haight E-mail James.HAIGHT@CLARKCONSTRUCTION.COM		30542 SHASTA COURT CASTRO, CA 91304
5. JEFF CAUSEY E-mail J CAUSEY @ BATCON.COM	760 889 4918	660 S. FLORENCE SUITE 1790 LOS ANGELES 90017
6. Kenneth Green E-mail KC GREEN @ GMAIL.COM	310-666-3809	91604 Ventura & Longridge
7. E-mail		
8. E-mail		
9. E-mail		
10. E-mail		

[CONFORMED] Exhibit K

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Eric Carter E-mail: eric@erisonline.com	218/398-2792	6716 Clybourn Ave #221 N. Hollywood, 91606
2. Chuck Reed E-mail: chuckreed@mac.com	818 795 7023	4658 Saucola Ave. Toluca Lake, CA 91602
3. Stephen Beres E-mail:	818-486-4667	511 ARTHUR ST DR. BURBANK 91504
4. Matt Ulukaya E-mail: matt.ulukaya@aecom.com	714-567-2642	999 TOWN & COUNTRY ROAD ORANGE, CA 92868
5. Tonya Dooly E-mail: t.dooly@hblighting.com	213 712 3725	5327 Herminex Ave #104 Valley Village 91607
6. Walter Contreras E-mail: wcontreras@morgnerco.com	213 703 7802	5055 Wilshire Blvd. #353 LA, CA 90036
7. Heather Robb E-mail: heather.robbs@yahoo.com	302-530-2898	1200 N Myers St Burbank, CA 91506
8. John Durant E-mail: jdurant@hntb.com	213 703 1038	601 W. 5th St, #1000 LA, CA 90071
9. Leonard J. Bechet E-mail: lbechet@burbankca.gov		City of Burbank CDD
10. Scott Goodman E-mail: ScottA.Goodman@gmail.com		4025 Benedict Canyon Dr Sherman Oaks CA 91423

[CONFORMED] Exhibit K

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Shake' Babujyan	818-635-4272	
E-mail sbabujyan@burns-group.com		
2. Norm Petersen	408 528 4486	
E-mail norm.petersen@jacobs.com		
3. Sheri Raus		
E-mail Tsunnises@aol.com		
4. Zach Hinselmann		
E-mail		
5. MICHAEL DOUCETTE		
E-mail michael.doucette@jacobs.com		
6. JOSH WUSSICH		
E-mail josh.wussich@jacobs.com		
7. KRIS VOGT		
E-mail KRIS.VOGT@AECOM.COM		
8. JESS ROMO		
E-mail jromo@kdgcc.com		
9. Ryan Gales	310-645-0561	
E-mail rgales@jgminc.com		
10. JON SCHAFER		
E-mail JONS@SCHAFERELECTRICINC.COM		

[CONFORMED] Exhibit K

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Christopher Lung E-mail: chico818@gmail.com	(213) 925-565	5262 Cartwright Ave #6 North CA 91601
2. Rafael Vasquez E-mail: rlnavasquez@gmail.com	213-769-8066	same as above ↑
3. Russel FRESCAND E-mail:	818 766-7408	6716 CUYBORN No HO 91606
4. Elizabeth Hawley E-mail: elizabeth@vica.com	818 817 0515	16600 Sherman #170 Van Nuys
5. Susie Becken E-mail: susiebecken@sbcglobal.net	818 731-9996	2928 N. Buena Vista St. Burbank, CA 91504
6. Mandy Flynn E-mail: mflynn@hksinc.com	817-269-6655	1140 N AVEN ST. Burbank, CA 91505
7. Dianne Lee E-mail: dianne.lee@aecon.com	213.335.0321	—
8. David A. Kimball E-mail: davidkimball@zoho.com	818-642-7982	4227 COLFAX AVE STUDIO CITY, CA 91604
9. Alan Dyck E-mail: alan.dyck@stanec.com		920 523 56th St. Ste D00 Los Angeles CA 90014
10. Oliver Ueda E-mail: Salsasteps@gmail.com	(818) 447-9635	7848 Ledge Ave Sun Valley CA 91352

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. EDWIN TAMANG	(951) 500-9436	
E-mail edwin.tamang@gmail.com		
2. KIRK MACINTOSH	818 399 3381	
E-mail kmacintosh@ca.rr.com		
3. Laurie Cohen	818-985-2865	
E-mail lmarke@shogoh.net		
4. JPO'Connor	818 416 6215	
E-mail jpoct@aol.com		
5. Jim Delizia	818-559-3620	
E-mail delizia@att.net		
6. GREG BLASIE	619 804 3075	
E-mail GREGORY J. BLASIE @PARSONS.COM		
7. Bud Ostrom	818 265 9986	
E-mail budostrom8@gmail.com		
8. Bill McConaughy	626 226 7434	
E-mail svbiker64@gmail.com		
9. Steve Cho	213-248-7638	
E-mail steve.cho@skanska.com		
10. Jennifer & Richard Vukobrat		
E-mail jennifer-wyatt@att.net		91506

[CONFORMED] Exhibit K

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Kash Hadipour	949.289.2115	633 West 5th St. 26th Floor Los Angeles, CA 90071
E-mail Kash.hadipour@atkinsglobal.com		
2. BENITA SITO	818 726-2423	91352
E-mail VINTAGEGRANDMA@AOL		
3. Levi Mckee	310 242 2348	6033 W. Century Blvd. #850, Los Angeles 90045
E-mail lmckee@pgal.com		
4. KEN BRAIN	818 321-8289	10153 1/2 RIVERSIDE DR. #356 N.H. CA 91602
E-mail KENBRAIN0@GMAIL.COM		
5. Joshua Goodman		602 N Maple St Burbank 91505
E-mail joshua.a.goodman@gmail.com		
6. JARED PETER	619-261-2525	1736 ELEVA DO ST LA CA 90026
E-mail jpeter@thebettermagcorp.com		
7. Abeer Khatib	3152635627	C4S companies
E-mail		
8. DANA SMITH	213 327-2486	50M 333 S. GRAND AVE LA 90071
E-mail DANA.SMITH@50M.COM		
9. Luis Garcia	(323) 833-2265	4251 hwy 60 n sy walcum. CA 90201
E-mail lgarcia@jacobs.com		
10. george bloom		
E-mail georgebloom@gnr.com		

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Anthony Carpio E-mail	213-265-2463	
2. Victoria Kirschenbaum E-mail VJK1129@aol.com	(323) 810-6739	91506
3. Georgia Fox E-mail georgia.fox@honeywell.com	(714) 318-1141	Honeywell La Palma, CA
4. GALE GREISEN E-mail GALE@GGREISEN.COM		171 ST. THOMAS TIBURON, CA 94920
5. Patty Kirby E-mail patty@bluecanh2o.com	818-762-0937	91607 Studio City
6. KAREN GILBERT E-mail Kgilbert@fentressarchitects.com	303 880 8048	4212 80203
7. Ron Rothacher E-mail rothacher@aol.com	818 389-9066	744 N MYERS ST BURBANK 91506
8. DON WICKIS E-mail DWICKIS@BECISTEL.COM	702 213 271 2481	90017
9. Nazih Khatib E-mail nkhatib@hl3consulting.com		48108
10. SHIRAZ KHOSRAVARI E-mail		91202

Design Charrette #1 Wednesday, March 27 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Lynn Rembert E-mail: lkremlbert@aol.com	818-618-3514	91602
2. Pam Skalech E-mail: pam@thechartersource.com	818-7625302	91602
3. Dave Berger E-mail:	818 515 3104	91505
4. Pamela Marcello E-mail: pamelamarcello@mail.hnsl.gov	818 450 2900	91502
5. Peter Aaron's E-mail: PWAARONS@GMAIL.COM	858-705-4652	91214
6. CURT FENTRESS E-mail: FENTRESS@FENTRESSARCHITECTS.COM	303-8096393	
7. VICTOR FEATHERS E-mail: FEATHERS@FENTRESSARCHITECTS.COM	310 729 8802	91361
8. Eric Humphreys E-mail: Eric@Avo-rents.com	818-536-4720	90038
9. SUSAN SPENCE E-mail: SSPENCE@THEHETTEMAGROUP.COM		91105
10. Sean McCarthy E-mail: Sean@jacksonmccarthy.com		91316

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Design Charrette Workshop #2 Summary

Design Charrette #2

Design Charrette Workshops (Burbank, Glendale, Pasadena, and Los Angeles)

Workshop Synopsis

Executive Summary

In May and June of 2019, the Hollywood Burbank Airport Authority hosted a series of four public Design Charrette #2 Workshops to gather community and stakeholder input on the design and functionality of the 14-gate replacement passenger terminal (RPT). To ensure local geographical coverage, Design Charrette Workshop #2 locations included Burbank, at the Holiday Inn Hotel; Glendale, at Glendale Community College; Pasadena, at the Pasadena Senior Center; and Los Angeles, at the Sheraton Universal Hotel. This series of four workshops had a combined total of approximately 200 community members in attendance. Members of the Project Team including Hollywood Burbank Airport staff, City of Burbank representatives, technical experts and consultants, and the facilitation team.

The purpose of this design charrette workshop was to gather community and stakeholder input on the design and functionality of the 14-gate replacement passenger terminal (RPT).

The workshops followed the same format by beginning with a descriptive visual presentation that provided an overview of the project and emerging themes from Charrette #1. This was followed by breakout groups where participants provided input into the Project Design Principles. The following are transcriptions of the Project Design Principles from individual group discussions.

The following information includes modified Design Principles, with modifications indicated in blue underlined text. The modifications are based on input that the design team gathered from 13 total group discussions that occurred through the Design Charrette #2 workshops.

Design Principles

1.0 Simplicity, Convenience and Ease of Use

- 1.1 Make ingress and egress as easy as possible and incorporate multimodal options
- 1.2 Create attractive and comfortable lounge areas – strike a balance in the design to respond to all users
- 1.3 Maximize accessibility for all users
- 1.4 Make it easy to navigate in and around the terminal – ensure intuitive signage
- 1.5 Provide diverse and convenient food options
- 1.6 Make it family-friendly, child-friendly and pet-friendly

2.0 Openness and Transparency

- 2.1 Maximize use of natural light to illuminate the terminal
- 2.2 Create an open air feeling

3.0 Human Scale

- 3.1 Draw upon natural and native colors from the surrounding landscape
- 3.2 Create a comfortable, inviting and homey feel, user friendly, and scaled for function – strike a balance in the design to respond to all users

3.0 Green Design

- 4.1 Achieve LEED certification
- 4.2 Use sustainable building materials
- 4.3 Plant native vegetation

5.0 A Quality, Authentic, Iconic Structure

- 5.1 Reflect the identity of Burbank and the surrounding region
- 5.2 Reflect some aspect of the architectural and cultural history of the area
- 5.3 Include public art installations

6.0 Aircraft Connection

- 6.1 Embrace the aviation industry and its history
- 6.2 Provide observation areas for passengers and the public

7.0 Reflections of Classic Hollywood Style

- 7.1 Celebrate the entertainment industry
- 7.2 Consider tasteful use of themed gates including others that are not specific to Hollywood

The following attachments include transcriptions from the group discussions that occurred at the Burbank (05/01/19), Glendale (05/29/19), Pasadena (05/30/19), and Los Angeles (06/05/19) Design Charrette #2 workshops.

Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

	Name	Phone	Address or Zip Code
1.	Gregory Plummer	310-717-3150	5002 Tilden Ave 10p Sherman Oaks, CA 91423
	E-mail Greg.Plummer@enjoyrepeat.com		
2.	JAMES HAIGUT		30542 SHASTA CASTRO, CA 91384.
	E-mail JAMES.HAIGUT@CLARKCONSTRUCTION.COM		
3.	PAT WEYRAUCH	818-840-8500	421 S. Parish Burbank CA 91506
	E-mail disciple60@juno.com		
4.	Anthony Carpio		
	E-mail anthonyclark_carpio@latimes.com		
5.	MICHAEL DOUCETTE		
	E-mail michael.doucette@jacobs.com		
6.	John Durant		
	E-mail jdurant@hntb.com		
7.	Kash Hadipour		
	E-mail Kash.hadipour@atkinsglobal.com		
8.	DINA SMITH	213 327-4286	
	E-mail DINA.SMITH@SOM.COM		
9.	Aila Benentes	213 403-1023	
	E-mail abenentes@hntb.com		
10.	JOSE SOLONZA	434 619044189	
	E-mail JOSE.SOLONZA@INECO.COM		

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Jeanne V Lazny E-mail: CABERT@AOL.com	818 841 4922	819 S Main St Burbank 91506
2. BERT Johnson E-mail: CABERT @ AOL.com	818-841-4922	819. S. MAIN ST. BURBANK, CA 91506
3. GREG BLASIO E-mail: GREGORY .J. BLASIO @ PARSORES. com	619-804-3075	PASADENA, CA
4. STEPHEN VERES E-mail:	818-486-4667	511 ALHERST DR. BURBANK, 91504
5. Shake' Babujyan E-mail: sbabujyan @ burns-group. com	818-635-4272	3209 Shasta Cir. South LA, CA 90065
6. Frank Quintero E-mail: Vote4Quintero@aol.com	818-640-9888	1466 Deermont Rd. Glendale CA 91207
7. David Hiskey E-mail: dhiskey@gmail. com		6702 E ASH Glendale 91207
8. Wm Teer E-mail: wteer @ availpros. com		90232
9. Chris Ingham E-mail: CIngham@BURNSMCP. com	760 921-2126	
10. Manda Azilazian E-mail:		91505

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. DIANA GARCIA E-mail	818-384-5219	124 N. PASS AVE BURBANK CA 91505 #2
2. BILL MCCONNAUGHEY E-mail subiker64@gmail.com	626 226 7434	151 S BERKELEY AVE PASADENA CA 91107
3. Dana Oltz E-mail DanoOltz@gmail.com	712 722 6222	
Bea Somers E-mail bea.somers@hotmail.com	310-569 8038	222 N. Spaulding El Segundo CA
5. ROYALD ALTOON E-mail ALTOON@ALTOON.COM	323 814-5731	
6. E-mail Dannell.mancusi@mail.hmc.edu		540 E. Olive Ave Suite #200 91502
7. Tatiana Braun E-mail tatianabrown2@gmail.com	408.705.6490	
8. BARRY SARNA E-mail b.sarna@sbcglobal.net		1128 N. California SI-
9. NATI LYONS E-mail NATI.VENTURES@YAHOO.COM		
10. EDWIN TAMANG E-mail edwin.tamang@gmail.com	951-500-9436	

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Leonard Bechet E-mail: lbechet@burbankca.gov	818-232-5250	city of Burbank - CPH
2. Jess Romo E-mail: jromo@kdgcc.com	818 4826921	
3. Doug Isbell E-mail: dougisbell@hotmail.com	818-562-7260	91504
4. Georgia Fox E-mail: georgiatf@earthlink.net	714 318-1141	
5. ELWINE DOBSON E-mail: ejdobson@leoadadg.com	832.545.1293	10 TENTH ST. STE 200 ATLANTA ATLANTA, GA 30309
6. Elizabeth Hawley E-mail: elizabeth@vica.com	818 817 0545	
7. Christopher Lung E-mail: chiro818@gmail.com	(213) 925-5615	
8. PAUL KIM E-mail: PKIM@HNTB.COM	9126572522	
9. SNEHAL KADAM E-mail: SKADAM@HNTB.COM		
10. Ronald Kulberg E-mail: RONACOTHE@GMAIL.COM		

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.



(kindly print)

Name	Phone	Address or Zip Code
1. <u>Steve Lubbe U</u>		Littleton, CO
E-mail		
2. <u>Dan Wright</u>		Los Angeles
E-mail		
3. <u>JOSHUA RUBIONE</u>		91403
E-mail		
4. <u>CASEY WARREN</u>		90014
E-mail		
5. <u>TERRY WALKER</u>		91505
E-mail <u>TERRY.X.WALKER@PROVIDENCE.ORG</u>		
6. <u>KRIS VOGT</u>		
E-mail <u>KRIS.VOGT@AECOM.COM</u>		
7. <u>RONALD MEYER</u>		91607
E-mail <u>RON@RONMEYER.INFO</u>		
8. <u>Greg Zylut</u>		1555 SCOTT ROAD 137 Burbank 91504
E-mail		
9. <u>PAUL HATFIELD</u>		
E-mail <u>PAULSHATFIELD@GMAIL.COM</u>		
10. <u>John Dorsey</u>		
E-mail <u>DORSALFOLMA@GMAIL.COM</u>		

[CONFORMED] Exhibit K

Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

	Name	Phone	Address or Zip Code
1.	Ed Gaskin	225 937 8080	10 BOWLING GREEN LANE LONDON, UK EC1R 0BQ
	E-mail ed.gaskin@zaha-hadid.com		
2.	Chris Weber		631 East Magnolia Blvd #105 Burbank, CA 91501
	E-mail cweber437@yahoo.com		
3.	PEPPER AARONS		7679 KATHICK ROAD GLENDALE, CA
	E-mail PWAARONS@GMAIL.COM		
4.	Steve Cho		
	E-mail steve.cho@skanska.com 312-248-7638		
5.	DAVID GONZALEZ	818-916 1786	
	E-mail HERNANDEZ3781QY@100.com		
6.	Mary Garcia	818 554 4582	5123 Oakmead Rd. North, 91601
	E-mail		
7.	CHRISTIAN TAYLOR	703 402 1971	1200 19th ST NW D.C. 20036
	E-mail christian@cedarapex.com		
8.	Alan Dyck	6323 459 4962	523 W 6th Street Los Angeles, CA 90014
	E-mail alan.dyck@stantec.com		
9.	Julia Herdelman	818 374 5045	6242 Van Woyes Blvd Rm 351 Van Woyes CA 91601
	E-mail		
10.	Rosemary Ceravolo		2145 Hollywood Way
	E-mail foxdancer@gmail.com		BUR 91505

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. ANDREW OHAN	818 636 6289	
E-mail andrewohan@starglobal.net		91351
2. MICHAEL CASPARRO	714.323.0292	
E-mail MIKE.CASPARRO@AECOM.COM		92679
3. JEFF SEDLAK		
E-mail JEFF.SEDLAK@JACOBS.COM		97035
4. RUSSELL FREESLAND	818 766-7408	
E-mail		91606
5. Martin Leitner		
E-mail jank@martinleitner.de		91505
6. Ginny Hatfield		
E-mail ginnymh@gmail.com		91601
7. Laddie Irion	813-293-7847	
E-mail Lirione Lirione@hntb.com		33759
8. NAGSH MALIK		
E-mail ytcd@rocketmail.com		
9. Indu Malhotra		
E-mail ytcd@rocketmail.com		
10. Miles Orr		
E-mail Orrmiles@gmail.com		

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Mandy Flynn E-mail mflynn@hksinc.com	817-269-6655	1140 N. Avon St. Burbank, CA 91505
2. Ethin Varian E-mail ethinvarian@gmail.com	415 686 4338	
3. Niko Dill E-mail	562-618-3746	
4. JOHN WATHER E-mail	214-207-3763	
5. VICTOR FEATHERS E-mail FEATHERS & FENTRESS ARCHITECTS.COM	310.729.8802	4640 Admiralty Way #500 LOS ANGELES, CA 90292
6. RAJ DHILLON E-mail raj.dhillon@sen.ca.gov	818-901-5584	6150 VAN NUYS BLVD. # 400 VAN NUYS, CA 91401
7. Levi McKee E-mail lmckee@pgali.com	310 242 2348	3131 Carter Ave #183 Marina Del Rey 90292
8. Virginia Raucher E-mail Jesus Rodriguez		
9. JOE TERRANOVA E-mail	818-239-3549	
10. Alicia Harris E-mail	(818) 237-6223	4520 Natick Ave #302 Sherman Oaks, CA 91403

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

	Name	Phone	Address or Zip Code
1.	JASON FRUKACZ	847 338.3170	12632 MONARCH ST GARDEN GROVE, CA
	E-mail JFRUKACZ@TMSUPPLY.COM		
2.	Abigail See	(714) 786-6308	
	E-mail abigailmsee@gmail.com		
3.	Linda Walmsley	818 2814739	331 S. Mariposa 91506
	E-mail lindaw 331 @ gmail		
4.	JOSH WUSSICH	714-319-4602	5119 W. MAPLEWOOD AVE 219 LA, CA 90004
	E-mail jwussich@gmail.com		
5.	Karen Volpei	818 266 9123	2737 N. Lamar St. Burbank CA 91504
	E-mail Kvolpei@gmail.com		
6.	Lynn Rember	818-618-3514	10400 Woodbridge St Toluca Lake 91602
	E-mail LRember@aol.com		
7.	Pam Scharlach	818 207 1659	10446 Woodbridge St. Toluca Lake CA 91602
	E-mail pam@thecharfersource.com		
8.	Eric Foster	818 239-2196	Chandler Blvd Burbank CA 91505
	E-mail BurbankBennie@mac.com		
9.	Heather Robb	302.530.2898	91506
	E-mail heather.robb@yahoo.com		
10.	Gordon Harnes	818 389 0570	91506
	E-mail gordon.harnes@stglobenet		

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Caitlin Bryant E-mail: caitlinc@makegoodcompany.com	626-646-4417	
2. L. Robertfield E-mail:		
3. Steve Thomas E-mail: SJT2001@aol.com	818 207 7767	
4. Tayvin Saks E-mail: Tayvinsaks@gmail.com		
5. HOANG NGUYEN E-mail:	916-716-9218	
6. Detraun Gamble E-mail:	213-218-7391	
7. PHIL RAUCHER E-mail:	818-762-1725	
8. Gerrard Parahan E-mail: gerrardparahan@gmail.com	818-732-9541	
9. Queen Seales E-mail: Queenseales@rocketmail.com		
10. JESSE GONZALEZ E-mail:	818-744-5782	

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

	Name	Phone	Address or Zip Code
1.	BONNIE BURROW	818.843.3961	91504
	E-mail BONBURROW@AOL.COM		
2.	Roger Koll	(818) 620-3839	
	E-mail		
3.	Toby Kegley	614-460-1031	
	E-mail tobeydregmail.com		
4.			
	E-mail		
5.			
	E-mail		
6.			
	E-mail		
7.			
	E-mail		
8.			
	E-mail		
9.			
	E-mail		
10.			
	E-mail		

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Design Charrette #2 Wednesday, May 1 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. RICHARD SPENCER E-mail richard.spencer@woodshopt.com	415 781 9630	94108
2. Luis Garcia E-mail Garcia hs	(323) 833-2265	—
3. Eric Carter E-mail eric@ericisonline.com		6716 Clybourn Ave #221 N. Hollywood 91606
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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Design Charrette #2 (Glendale) Wednesday, May 29 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Caitlin Bryant E-mail Caitlin@makegoodcompany.com	626-696-4417	90293
2. DANA SMITH E-mail DANA.SMITH@SOM.COM	213-327-2486	91206
3. CARLOS HERNANDEZ E-mail	424-299-9852	91205
4. FRANK SIAMMETH E-mail	818-247-8103	91207
5. Marybeth Bunker E-mail mbunker@swansonrink.com	928-821-0033	
6. RYAN KOLBE E-mail rkolbe@lincolnbeercompany.com	818-861-7169	91504
7. Gil Fullen E-mail gfullen@balourbeattyus.com	714-808-3268	92660
8. KRIS VOGT E-mail KRIS.VOGT@AECOM.COM	714-315-3782	90720
9. FRANK QUINTERO E-mail	818-640-9888	91207
10. Marcella Ayala E-mail mayala@bernards.com	818-898-1521	91340

[CONFORMED] Exhibit K

Design Charrette #2 (Glendale) Wednesday, May 29 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. JEFF MARTIN	206-218-7713	
E-mail JFMARTIN @ HUDSON GROUP, COM		
2. Levi McKee	310 242 2348	3221 Carter Ave #183
E-mail lmckee@pgal.com		Marina Del Rey 90292
3. Rob Newman		AVIATION DEPT, GLENDALE COLLEGE
E-mail HNEWMAN@GLENDALE.EDU		1500 N. VERTUGO ROAD GLENDALE 91208
4.		
E-mail		
5.		
E-mail		
6.		
E-mail		
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E-mail		
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10.		
E-mail		

[CONFORMED] Exhibit K

Design Charrette #2 (Pasadena) Thursday, May 30 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. JAMES LITTLEFAIR E-mail james.littlefair@pfalimited.com	415 580 5202	16A FUNSTON AVE, THE PRESIDENT SAN FRANCISCO, CA
2. JEFF MARTIN E-mail JFMARTIN@HUDSONGROUP.COM	206.218.7713	
3. Michael DANTUONO E-mail DANTUONOM@SBCGLOBAL.NET	626-666-0083	
4. FRANK QUINTERO E-mail James Muniz	818-640 9888 818-481-1310	
5. Deepansh Kathuria E-mail dkathuria@myanastrom.com	213 362 7773	
6. Bianca Richards E-mail bxrichards@gmail.com		South Pasadena 91030
7. Diane Ricard E-mail dricard@alum.mit.edu	626-260 6922	
8. Jim McDermott E-mail jim@jamci.com		
9.		
10.		

[CONFORMED] Exhibit K

Design Charrette #2 (Pasadena) Thursday, May 30 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Caitlin Bryant E-mail Caitlin Bryant caitlinc@makegoodcompany.com	626-646-4417	90293
2. Evan Mather E-mail evanmather@me.com	310 570 3804	90041
3. Levi McKee E-mail /mckee@pgal.com	310 242 2348	90292
4. Grace Amante-Muniz E-mail gmuniz@empire-today.com	747/300-7001	91105
5. Mauder Birch E-mail mbirdi@birdi-inc.com	213 550 4250	91101
6.		
7.		
8.		
9.		
10.		

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Design Charrette #2 (Los Angeles) Wednesday, June 5 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. VICTOR FEATHERS E-mail: FEATHERS@FENTRESSARCHITECTS.COM	310.729.8802	4640 Admiralty Way #500 Los Angeles, CA 90292
2. John Mares E-mail: John.mares@corgan.com	310 717-7355	5800 Bristol Pkwy 640 Culver City 90230
3. Alina Harris E-mail:	(818) 237-6223	4520 Natick Ave #302 Sherman Oaks, CA 91403
4. Caitlin Bryant E-mail: caitlin@makegoodcompany.com	(626) 646-4417	90293
5. Levi McKee E-mail: lmckee@pgad.com	310 242 2348	90292
6. PETER BELCASTRO E-mail: PETER@BELCASTROINC.COM	310 866 9891	440 HAWTHY #4F Inglewood CA 90301
7. Doug Mensman E-mail:	213 473 7002	City of LA
8. Brian Thomsen E-mail: Brian.thomsen@voyagecontrol.com		El Segundo, CA
9.		
10.		

Design Charrette #2 (Los Angeles) Wednesday, June 5 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. KATE NIGL E-mail knigl@hksinc.com	312 545 5709	60603
2. Michael Shawver E-mail mshawver@swinerton.com	213-896-3400	90004
3. Donald Rosenkjar E-mail donkhai99@aol.com	818 287 7737	91602
4. EDWIN TAMMANG E-mail edwin.tammang@gmail.com	951-500-9436	92612
5. Daniel Schult E-mail dschult@alumna.uci.edu	8818-292-0069	91607
6. JOSH WUSSICH E-mail jwussich@gmail.com	714-319-4602	90004
7. ARIANA PADILLA E-mail ASPADILLA@TECO.COM	310 844 4214	90066
8. JOSHUA KUGUONE E-mail JKUGUONE@gmail.com		91403
9. Wei Lin E-mail Wei.lin@LWC GROUP LLC.COM	310-367-3192	91316
10. JEFF STRAEBLER E-mail JEFF. STRAEBLER@GMAIL.COM		90068

[CONFORMED] Exhibit K

Design Charrette #2 (Los Angeles) Wednesday, June 5 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Mary Anne Perkowski E-mail: ma.perkowski@moyleconsulting.com	610.301.1790	
2. Craig Baker @ USA.Com E-mail:		
3. Jason Montgomery E-mail: jmontgomery@svinorton.com	213.215.0682	91107
4. Ronald K. Kilberg E-mail: RONALDTHEBEE@6mail.com		
5. ALLEN REDMAN E-mail: aredman@gfnet.com	213.624.0347 x 9713	90017
6. Justin Bushee E-mail: jbushee@boingo.com	323-872-4744	90024
7. Michael Washburn E-mail: michael@polazzoprocessions.com	310-686-4975	90292
8. Khai Nguyen E-mail: DonKhai99@AOL.com		91602
9. Christopher Luna E-mail: chico818@gmail.com	(213) 925-5615	91601
10. Rafael Vasquez E-mail: rlunavasquez@gmail.com	(213) 925-5615	91601

Design Charrette #2 (Los Angeles) Wednesday, June 5 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. <i>Cas Stillwell</i>	<i>314-497-1482</i>	<i>841 Pacific St. Apt C. Pacifica, CA 90405</i>
E-mail <i>Cas.Stillwell@uqayelcentral.com</i>		
2.		
E-mail		
3.		
E-mail		
4.		
E-mail		
5.		
E-mail		
6.		
E-mail		
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E-mail		
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[CONFORMED] Exhibit K

Design Charrette Workshop #3 Summary

Design Charrette #3

Design Charrette Workshops

Workshop Synopsis

Executive Summary

On Saturday, June 15, 2019, the Hollywood Burbank Airport Authority hosted the sixth of nine public charrette workshops to gather community and stakeholder input on the design and functionality of the 14-gate replacement passenger terminal (RPT). The workshop focused on getting feedback on Design Alternatives that emerged as a result of Design Charrette Workshops 1 and 2. Approximately 100 community members attended the workshop at the McCambridge Recreation Center at 1515 North Glenoaks Boulevard, Burbank, California (91504). Members of the Project Team including Hollywood Burbank Airport staff, City of Burbank representatives, technical experts and consultants, and the facilitation team.

The public workshop began at 9 A.M. with refreshments and sign-in. This was followed by a presentation showing a brief overview of the history of the Hollywood Burbank Airport, Emerging Themes, and Design Alternatives derived from Design Charrette Workshops 1 and 2. Following the presentation, workshop participants broke out into four groups to discuss the Design Alternatives. Each of the groups was led by a facilitator who graphically recorded notes reflective of individuals' comments. In addition to the graphically recorded notes participants were invited to write in and submit their comment booklet's at the conclusion of the group discussions.

The workshop concluded around 11:00 A.M. with a verbal summary of each group's discussion and an invitation to the following design charrette workshops. Following Design Charrette Workshop #3 to increase the accessibility of the workshop it was duplicated digitally with the same format, solicitation tools, and visual presentations.

The following information provides a synopsis of input gathered on Design Standards 1 through 5 during Design Charrette Workshop #3 discussion groups.

Design Standards

Design Standard 1.: Building Exterior Finishes

1A. Concrete

- Consider the flexibility, durability and sustainability of concrete; incorporate local materials
- Be attentive to performance – utilize textures that capture carbon

1B. Steel

- Utilize a flexible blend
- Consider integrating design elements to create architectural “flow” with the buildings design

1C. Glass

- Consider properties of glass that make it susceptible to retaining heat and impacting energy consumption

1D. Plaster

- Plaster is outdated, cracks may occur overtime

Design Standard 2.: Exterior Landscapes and Hardscapes

2A.1 Planting Areas, Formal

- Integrate more planting than hardscape elements
- Incorporate a drip system and utilize reclaimed water to lessen consumption

2A.2 Planting Areas, Informal

- Utilize planting soft informal planting areas to create “place”, shade, and comfort

2B.1 Hardscape Areas, Formal

- Integrate hardscaped areas with the architectural style in the airport, hardscaped elements should facilitate wayfinding and ease of access

2B.2 Hardscape Areas, Informal

- Incorporate clear and direct paths with softscape elements that are capable of rainwater retention

Design Standard 3.: Signage and Wayfinding

3A. Simple

- Integrate dynamic, intuitive, and accessible signage

3B. Iconic

- Integrate iconic signage into service-oriented areas
- Iconic imagery is consistent with the theme but can impact clarity and disorient visitors

Design Standard 4.: Weather Protection

4A. Simple

- Incorporate covered ramps and shaded areas to and from parking areas
- Consider maintenance, cleanliness and functionality of weather protection structures, utilize them to capture solar energy and to retain rainwater

4B. Iconic

- Balance an iconic design with dynamic technology and consider maintenance costs

Design Standard 5.: Aircraft Boarding

5A. Jetways

- Creates a modern seamless experience while maximizing space and providing ADA accessibility
- May not be desirable as the gate is elevated and back boarding is not available

5B. Ramps + Stairs

- Boarding and deplaning is a unique experience, though it creates ADA accessibility concerns

Design Charrette #3 Saturday, June 15 9:00 A.M. – 12:00 P.M.

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Name	Phone	Address or Zip Code
1. <i>Brian</i> E-mail <i>brian8@jmi</i>	<i>818 841 9227</i>	—
2. <i>Chris Weber</i> E-mail <i>cweber5437@yahoo.com</i>		<i>91501</i>
3. <i>RUSSEL FREESLAND</i> E-mail	<i>818 766 7408</i>	<i>91606</i>
4. <i>Eric Carter</i> E-mail	<i>818 / 384 893</i> <i>398-2792</i>	<i>91606</i>
5. <i>HOANG NGUYEN</i> E-mail	<i>916-716-9218</i>	<i>90027</i>
6. <i>Tobey Keyes</i> E-mail		<i>91502</i>
7. <i>Ersk Wofstrand</i> E-mail	<i>213 247 2410</i>	<i>91355</i>
8. <i>KATE NIEL</i> E-mail <i>knigle@ksinc.com</i>	<i>312 545 5909</i>	<i>60201</i>
9. <i>SAROJINI LALL</i> E-mail <i>Sarojini.Lall@asm.ca.gov</i>		
10. <i>TIM NELSON</i> E-mail <i>TNELSON @ omni.net</i>		<i>91501</i>

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Design Charrette #3 Saturday, June 15 9:00 A.M. – 12:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Richard Vaughan E-mail: PLONE Rich T6 @ AOL.COM		718 Leiner St Burbank 91605
2. RONALD ALTON FARA E-mail: ALTON@ALTON.COM		91206
3. Steven Moorhead E-mail: STEVENCARLMORHEAD66@JCSMAIL.COM		8510 COLUMBUS AVE North Hills, CA 91343
4. MIKE DOUCETTE E-mail:		510 Arden St El Segundo, CA
5. DANA SMITH E-mail: DANA.SMITH@SOM.COM		91206
6. Bill McConnaughy E-mail: Subiker64@gmail.com		91107
7. Levi McKee E-mail: lmckee@pgal.com	310 242 2348	90292
8. CARLOS HERNANDEZ E-mail: cheanandez@pgal.com	424-2999857	91205
9. Bret Pursuit E-mail: Bret.Pursuit@View.com	310.292.9086	90013
10. JAMES HAIGHT E-mail: JAMES.HAIGHT@CLARKCONSTRUCTION.CO3		91381

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Design Charrette #3 Saturday, June 15 9:00 A.M. – 12:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. <i>Lynn Rombert</i> E-mail <i>lrombert@aol.com</i>	<i>818-618-3514</i>	<i>10400 Woodbury Rd 91602</i>
2. <i>Perm Schaefer</i> E-mail	<i>5182071659</i>	<i>10446 Woodbridge St FL 91602</i>
3. <i>ANDREW OHAN</i> E-mail <i>andrewohan@sbcglobal.net</i>	<i>6186366384</i>	<i>PO Box 891, BURBANK CA 91583-0891</i>
4. <i>JUSTIN WORTMAN</i> E-mail <i>justin-wortman@qersler.com</i>	<i>919-741-8682</i>	
5. <i>CHAD LEE</i> E-mail <i>CHLEE@AUSTIN-IND.COM</i>	<i>714-403-1288</i>	
6. <i>Rigoberto Delgadillo</i> E-mail <i>as/usir1379@gmail.com</i>	<i>(818) 472-9362</i>	
7. <i>ELWIN DOBSON</i> E-mail <i>ejdobson@leadady.com</i>		
8. <i>GREG BLASIC</i> E-mail <i>GREGORY.F.BLASIC@PARSONS.COM</i>		
9. <i>WILLIAM PALMER</i> E-mail <i>William.Palmer@TutorPerini.com</i>		
10. <i>JESS ROMO</i> E-mail <i>jromo@kdyce.com</i>	<i>818 482 6921</i>	

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Design Charrette #3 Saturday, June 15 9:00 A.M. – 12:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. ROB ASHBY E-mail: RDAASHBY@YAHOO.COM	918-284-0063	521 GLOTON DR BURBANK, CA 91504
2. Alan Dyck E-mail: alan.dyck@stntec.com	323 439 4962	523 W 64th St LA, CA 90014
3. MATT ULUKAYA E-mail: matt.ulukaya@aecom.com	714-567-2642	999 TOWN & COUNTRY RD ORANGE, CA 92868
4. JOSH WUSSICH E-mail: jwussich@gmail.com	714-319-4602	5119 W MAPLEWOOD 219 LOS ANGELES, CA 90004
5. Allen Benantes E-mail: aberente@pntb.com	213 403 1023	601 W 5th St St1000 LA CA 90071
6. Courtney Lindberg E-mail: clindberg@compusa.com	805 320 0144	91203
7. Rudolf Nowak E-mail: Nowak1294@gmail.com	818-438-9927	
8. Christopher Luna E-mail: chicusig@gmail.com		CHARTER 5262 Cartwright Ave LA CA 91601
9. Nam Peterson E-mail: npeterson@chicago.org		500 Centinela Blvd Ste 200 LA, 90046
10. E-mail:		

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Design Charrette #3 Saturday, June 15 9:00 A.M. – 12:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. FRANCESCA SACERNO E-mail: SACERNO.CHESSY @ GMAIL.COM	202 834 6046	4561 W. EMPIRE AVE BURBANK, CA 91509
2. Caitlin Bryant E-mail: caitlincmakegoodcompany.com	(626) 646-4417	90293
3. YVONNE BILSHAUSEN E-mail: ybilshausen@hntb.com	515 7341 312 515 7341	60606
4. Queen Searles E-mail: queensearles@rocketmail.com		
5. Ethan Vrin E-mail: ethanvrin@gmail.com		90027
6. EDWIN TAMANG E-mail: edwin.tamang@gmail.com	(951) 500-9436	92612
7. CASEY WARREN E-mail: CWARREN@HNTB.COM		90014
8.		
9.		
10.		

[CONFORMED] Exhibit K

Design Charrette #3 Saturday, June 15 9:00 A.M. – 12:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Mandy Flynn E-mail mflynn@hksinc.com	817-269-6655	1140 N Arvon Burbank, CA 91505
2. Steve THOMPSON E-mail STTZ91@AOL.CA	818 207-7767	9807 Moorpark Ave Northridge 91343
3. Wendy Moore E-mail wmoore@moorebusinessresults.com	818 252-9399	Porter Ranch
4. Gary Glass E-mail Gary@MPSEFIN.COM	818-919-4494	91506
5. Elizabeth Hawley E-mail elizabeth@vica.com	818 817 0545	91601
6. DELSHAWN GAMBLE E-mail dgamble@cfnet.com	213 218 9391	
7. Mark Adams E-mail smarko@aol.com	818 445 0026	91011
8.		
9.		
10.		

[CONFORMED] Exhibit K

Design Charrette #3 Saturday, June 15 9:00 A.M. – 12:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. JOSHUA RUGMAN E-mail	408 / 595-0079	91403 SHERMAN OAKS
2. Shann Springer E-mail		1145 E. Tyng St Burbank 91501
3. ALLEN REDMAN E-mail aredman@gnnet.com		
4. ANDREW TILLES E-mail andytilles@gmail.com		12314 Rye St Studio City 91604
5. E-mail		
6. E-mail		
7. E-mail		
8. E-mail		
9. E-mail		
10. E-mail		

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Design Charrette Workshop #4 Summary

Design Charrette #4

Design Charrette Workshops

Workshop Synopsis

Executive Summary

On Wednesday, July 17, 2019, the Hollywood Burbank Airport Authority hosted the seventh of nine public charrette workshops to gather community and stakeholder input on the design and functionality of the 14-gate replacement passenger terminal (RPT). The workshop focused on getting feedback on Design Alternatives that emerged as a result of Design Charrette Workshops 1, 2, and 3. Approximately 75 community members attended the workshop at St. Leon Armenian Cathedral at 3325 Nork Glenoaks Blvd, Burbank, California (91504). Members of the Project Team included Hollywood Burbank Airport staff, City of Burbank representatives, technical experts and consultants, and the facilitation team.

The public workshop began at 6 P.M. with refreshments and sign-in. This was followed by a presentation showing a brief overview of the history of the Hollywood Burbank Airport, Emerging Themes, and Design Alternatives derived from Design Charrette Workshops 1, 2 and 3. Following the presentation, workshop participants broke out into four groups to discuss the Design Alternatives. Each of the groups was led by a facilitator who graphically recorded notes reflective of individuals' comments. In addition to the graphically recorded notes, participants were invited to write in and submit their comment booklet's at the conclusion of the group discussions.

The workshop concluded around 9:00 P.M. with a verbal summary of each group's discussion and an invitation to the following design charrette workshops. Following Design Charrette Workshop #4 to increase the accessibility of the workshop it was duplicated digitally with the same format, solicitation tools, and visual presentations.

The following information provides a synopsis of input gathered on Design Standards 6 through 10 during Design Charrette Workshop #4 discussion groups.

Design Standards

Design Standard 6.: Building massing and scale, shape and articulation, and compatibility with adjacent structures

General Comments

- Make a statement with an iconic design
- Avoid a kitschy design that may become dated

6A. Rectilinear

Pros

- Blends with the surrounding area
- Provides easier access and more functionality
- Reduces construction costs

Cons

- Feels too simple and lacks creativity
- Does not create a strong identity

6B. Curvilinear

Pros

- Provides more opportunities to bring character to building
- Makes the terminal more recognizable

Cons

- May look too modern for Burbank
- May increase costs and construction difficulties

6C. "Wing" Like

Pros

- Embraces aviation history
- Adds to the character of the airport

Cons

- May date itself if not done right
- May not fit Burbank

Design Standard 7.: Exterior lighting, road and pathway markers and way finding elements

7A. Traditional

General Comments

- Remains timeless
- Maintains functionality

- Provides better wayfinding and directional signage

7B. Bold and Artistic

General Comments

- Becomes dated and comes across as tacky
- Works well with Hollywood and the entertainment industry
- Provides accent lighting and adds an artistic element
- Responds to different times of the year (i.e. holiday lights) and provides dynamic wayfinding (i.e. color-coded terminals)

Design Standard 8.: Interior materials and finishes, color and lighting

General Comments

- Make seating areas durable and easy to clean
- Consider blending muted and subtle with bold and artistic
- Differentiate areas based on their designs and accent colors

8A. Muted and Subtle

Pros

- Creates a calm environment
- Remains timeless

Cons

- May be too sterile

8B. Bold and Artistic

Pros

- Compliments concessionaires and social environments
- Bold and artistic may or may not be more suitable for children and play areas

Cons

- May obscure wayfinding

Design Standard 9.: Amenities including concessionaires, waiting areas, lounges, meeting spaces, work areas, etc.

9A. Centralized Location

General Comments

- Provides inherent and intuitive wayfinding
- Generates less traffic and allows easier queuing at gates
- Creates a conflict between the TSA checkpoint and concourse

9B. Distributed Throughout the Terminal

General Comments

- Brings restaurants and shops closer to all gates
- Generates more traffic and queuing conflicts at gates
- Allows passengers to keep a closer eye on their flight

9C. Located Before and After TSA

General Comments

- Provides convenient gathering areas for families and friends
- Allows business passengers to meet with non-passengers

9D. Lounges

General Comments

- Provides a good place to work
- Lacks demand; passengers spend too little time in the terminal

Design Standard 10.: Place-making elements including art installations, exhibits and story telling

10A. Permanent Fixtures

General Comments

- Provide a combination of permanent historical fixtures and rotating contemporary fixtures
- Reflect the history of Burbank and the surrounding region
- Create an interactive experience

10B. Temporary Installations

General Comments

- Showcase the work of local artists and schools
- Rotate installations to keep new and fresh

10C. Performance Art

General Comments

- Creates too much distraction
- Takes up too much space; too small of an airport for this feature



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Design Charrette #4 Wednesday, July 17, 2019 6:00 P.M. – 9:00 P.M.

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Name	Phone	Address or Zip Code
1. Doug Isbell		91504
E-mail doug.isbell@hotmail.com		
2. Shirley Otis-Green		91506
E-mail shirley@collaborativecaring.net		
3. BRIAN PHILLIPS		19103
E-mail bphillips@burns-group.com		
4.		
E-mail		
5.		
E-mail		
6.		
E-mail		
7.		
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9.		
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10.		
E-mail		



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(kindly print)

Name	Phone	Address or Zip Code
1. EDWIN TAMANG E-mail: edwin.tamang@gmail.com	951-500-9436	IRVINE
2. ANDREW OHAN E-mail: andrewohan@sbcglobal.net	818 636 6389	91352
3. JAMES HAIGHT E-mail: JAMES HAIGHT@CLARKCONSTRUCTION.COM	323-707-1333	91384
4. Jeanne VLazny E-mail: CABERT@AOL.COM	818 841-4922	91602
5. Andrea Conant E-mail: andrea.conant@consensusinc.com		91505
6. Maria Azilazian E-mail: maria.azilazian@asm.ca.gov		91502
7. ELWIN DOBSON E-mail: ejdobson@leoadaly.com		ATL. GA. 30309
8. MICHAEL GASPARRO E-mail: MIKE.GASPARRO@AECOM.COM	714-323-0292	
9. Daniel Schulte E-mail: dschulte@alumni.iu.edu		91607
10. Tim Wendler E-mail: twendler@ningoandmoore.com	626-221-7222	91604

Design Charrette #4 Wednesday, July 17, 2019 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Richard Vaughan E-mail PLANE Rich T6 G AOL.COM	818-488-4143	718 N. Lamar St Burbank
2. GREG BLASIC E-mail GREGORY.J.BLASIC@PASADENA.CA.GOV	619 804 3075	PASADENA, CA
3. LYNN KREMBERT E-mail lkrembert@aol.com	818-618-3514	10400 Woodbridge St Toluca Lake 91602
4. Pam Scharlach E-mail pam@thesharpsource.com	88-487 9335	10446 Woodbridge St Toluca Lake 91602
5. DOUG CARTER E-mail DOUG CARTER @ ME.COM	818 802 6868	2623 JOAQUIN DR 91504
6. Russell F E-mail	818 766-7409	6716 CRYBORN N.H. 91606
7. Eric Carter E-mail eric@ericsonline.com	818/398-2792	6716 Crybourn Ave. #221 N. Hollywood 91606
8. JOSHUA STEPHENS E-mail jstephens@kksinc.com	919/669-2786	191 PEACHTREE ST. #5000 ATL GA 30303
9. BERT JOHNSON E-mail CABER @ AOL.COM	818/841 4922	819 S. MAIN ST. BURBANK, CA 91506
10. RYAN KOLBE E-mail rkolbe@lincolnbearcompany.com	818-861-7169	3083 N. LIMA ST BURBANK, CA 91504



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Design Charrette #4 Wednesday, July 17, 2019 6:00 P.M. – 9:00 P.M.

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Name	Phone	Address or Zip Code
1. Jake Roberts	909-225-0047	
E-mail jakesroberts@gmail.com		
2. Harvey Allen	818-7686711	3117 Frederick
E-mail		
3. Bill Hart	818-846-2971	2821 N. Keystone St 91504
E-mail		
4. Chantel Castillo	(818) 577-0174	91504
E-mail		
5. Susie Becken	818 731-9996	
E-mail		
6. CHAD LEE	714 403 1088	
E-mail CHLEE@austin-mid.com		
7. JOANNA LEE	213-403-1012	
E-mail JYLEE@HNTB.COM		
8. PAUL KIM	413 403 1029	
E-mail PKIM@HNTB.COM		
9. Bud Ouroun		
E-mail budouroun8@gmail.com		
10. EMILY FREUND	(818) 383-2298	91302
E-mail EFREUND@FLATIRONCORP.COM		



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Design Charrette #4 Wednesday, July 17, 2019 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Christopher Luna E-mail chico818@gmail.com	(213) 925-5845	5262 Cartwright Ave #6 LA CA 91604
2. AILEEN REDMAN E-mail amsredman@gmail.com	949.294.0443	
3. BEN ROGOWSKI E-mail BROGOWSKI@JOHN.MARTIN.COM	213-700-3238	
4. Levi McKee E-mail lmckee@pgal.com	310 242 2348	90292
5. German Sanchez E-mail German.Sanchez@hilton.com		91504
6. CARLOS HERNANDEZ E-mail		91205
7. Elizabeth Hawley E-mail elizabeth@vica.com		91801
8. David Kim E-mail dskim@burbunkca.gov		
9. Shakeé Babyjan E-mail sbabyjan@burns-group.com	818-635-4272	90068
10. David Kipp E-mail dkipp@burns-group.com	310 478 6074	



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Design Charrette #4 Wednesday, July 17, 2019 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. JESS Romo		
E-mail jromo@kdgcc.com	909 670 7136	90814
2. Bill McCannaughey	626 226 7434	
E-mail subiker64@gmail.com		91107
3. CASEY WARREN		
E-mail CSWARREN@HNTB.COM		90014
4. VICTOR FEATHERS	310.729.8802	
E-mail featherse@fentressarchitects		90292
5. MATT ULUKAYA	714-567-2642	
E-mail matt.ulukaya@aecom.com		
6. Steve Cho	213-694-3613	
E-mail steve.cho@skanska.com		90071
7. Patricia Aleman		
E-mail Patricia.Aleman@SG4-CA.com		
8. Mandy Flynn	310-788-7700	
E-mail mflynn@hksinc.com		91505
9. Alan Dyck	323-459-4962	
E-mail alandyck@stark.com		90014
10. John Brodtkie	818-501-9200	
E-mail John.brodtkie@mail.house.gov		91403



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Design Charrette #4 Wednesday, July 17, 2019 6:00 P.M. – 9:00 P.M.

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Name	Phone	Address or Zip Code
1. Beet Pursuit E-mail Beet.Pursuit@Vew.com	310-292-9086	90013
2. Rafael Vasquez E-mail rnavasquez@gmail.com		91601
3. Kareem El-Sisi E-mail	520-867-3733	90007
4. Caitlin Bryant E-mail caitline@makegodcompany.com	626-646-4417	90293
5. Bruce Freeman E-mail BFREEMD@FLATIRONCORP.COM		
6. Simone McFurland E-mail Sm.furke@BurbankCA.gov	818-338-5202	91202
7. Leonard Bechet E-mail lbechet@burbankca.gov	318-138-5250	91203
8. KRIS VOGT E-mail kris.vogt@gecom.com	714-315-3782	
9. Diane Ricard E-mail CH HSR		
10. Janet Diez E-mail jrdiez@aol.com	818-216-9377	

Design Charrette Workshop #5 Summary

Design Charrette #5

Design Charrette Workshops

Workshop Synopsis

Executive Summary

On Wednesday, September 4th, 2019, the Hollywood Burbank Airport Authority hosted the eighth of nine public charrette workshops to gather community and stakeholder input on the design and functionality of the 14-gate replacement passenger terminal (RPT). The workshop focused on getting feedback on Design Alternatives that emerged as a result of Design Charrette Workshops 1 through 4. Approximately 75 community members attended the workshop at Castaway Burbank at 1250 E Harvard Rd, Burbank, California (91501). Members of the Project Team included Hollywood Burbank Airport staff, City of Burbank representatives, technical experts and consultants, and the facilitation team.

The public workshop began at 6 P.M. with refreshments and sign-in. This was followed by a presentation showing a brief overview of the history of the Hollywood Burbank Airport, Emerging Themes, and Design Alternatives derived from Design Charrette Workshops 1 through 4. Following the presentation, workshop participants broke out into five groups to discuss the Design Alternatives. Each of the groups was led by a facilitator who graphically recorded notes reflective of individuals' comments. In addition to the graphically recorded notes, participants were invited to write in and submit their comment booklet's at the conclusion of the group discussions.

The workshop concluded around 9:00 P.M. with a verbal summary of each group's discussion and an invitation to the final design charrette workshop, to be held Saturday, October 26th. To increase the accessibility of Design Charrette Workshop #5, the workshop was duplicated digitally with the same format, solicitation tools, and visual presentations.

The following information provides a synopsis of input gathered during Design Charrette Workshop #5's discussion groups.

Design Alternatives

Vision

Architectural Styles – Reflect the historical architectural styles of the area including mission, art deco, mid-century modern, and minimalism, include elements and materials such as arches, tiles, brass, gold . . .

- Be attentive to how building materials are implemented
- Integrate multiple local architectural styles

Local History and Culture – Convey the history and culture of the area and the local community's contributions to the aviation, film and television industries . . .

- Utilize looping projections to showcase historical and iconic images of Burbank and the surrounding region (i.e., Tongva tribe, Lockheed, Pasadena, Glendale, Los Angeles)

Open Air Feeling – Create an open air feeling using elements such as open air walkways, outdoor spaces and courtyards, high ceilings and skylights, and spacious boarding areas with expansive mountain views and water features . . .

- Take advantage of the weather while providing canopy coverage for protection from rain and sun

Airplane Connection – Provide observation areas . . .

- Integrate the history of Amelia Earhart and Rosie the Riveter
- Incorporate observation areas that are open to all as opposed to solely airport passengers

Natural Lighting – Allow natural outdoor lighting to illuminate the terminal using transparent materials such as glass and open roofs . . .

- Incorporate sunlight into built features to increase productivity throughout the terminal

Sustainability – Use green building materials for inside and outside the terminal

- Study the implications of the use of solar
- Be attentive to the sustainability of food waste

LEED Building Certification – Work toward a high level of LEED certification . . .

- Surpass LEED metrics and integrate other environmental standards – “Living Building Challenge”
- Set goals to achieve zero waste

Comfortable and Inviting - Create a comfortable, inviting feel . . .

- Create comfortable environments for all airport users (i.e., people with disabilities, children, seniors)
- Incorporate quiet areas with sound-absorbing materials between gates

Sense of Place - Create a strong sense of arrival and sense of place . . .

- Utilize local history to “tell the story”
- Create spaces for rest and respite

Story-Telling

Major Visitor-Serving Destinations - Reflect our regional identity by celebrating major destinations and events such as The Tournament of Roses and The Rose Parade, the film and television studios, Griffith Park, along with native and early history. . .

- Include design elements from local landmarks like, the Rosebowl, Gene Autry Museum, and Griffith Park

Local Culture and Community Identity - Reflect the identity of Burbank by incorporating local restaurants and business, the work of local artists and musicians, and the history of Southern California . . .

- Add elements that are specific to Burbank (i.e., In-n-Out, Portos, other local restaurants)

Design Features and Amenities

Comfort - Create a range of functional attractive and comfortable sitting areas, work spaces and places to relax . . .

- Incorporate places to charge devices
- Utilize comfortable seating

Universal Design – Maximize accessibility for all users and meet or exceed all ADA standards using features such as: ramps, people movers, and internal shuttles . . .

- Ensure that designs are inclusive to all users

Family-Friendly – Create a terminal that is family-friendly, child friendly, and pet-friendly

- Consider the implications of noise from P.A. systems
- Integrate accessible family restrooms throughout the terminal

Multi-modal Access – Design for easy access to and from the terminal including multi-modal connections, ride share areas, and curbside check-in with close proximity to ticketing areas . . .

- Provide clearly designated curb spaces and signage for all modes of transportation

Navigation – Ensure easy navigation within the terminal through the use of information kiosks, virtual assistants, pleasant intercom voices, and clear attractive signage . . .

- Utilize visual and auditory aids for airport announcements
- Maintain simplicity of signage

Food Options - Provide diverse and convenient food options including but not limited to grab n' go, food trucks, local breweries, and bars . . .

- Include healthy local food options
- Incorporate hydration stations

IT Infrastructure - Provide access to technology including Wi-Fi, charging stations, airport specific mobile apps, workstations, smart parking . . .

- Create an airport-specific mobile application for realtime information on food options, flight information, security alerts, and etc.
- Provide sufficient WiFi coverage

Renewable Energy – Strive for energy independence through the use of renewable energy technology . . .

- Integrate renewable sources of energy and utilize them as educational opportunities

Art and Music – Incorporate public art installations including but not limited to galleries, murals and mosaics, sculptures, and selfie backgrounds . . .

- Integrate rotating exhibitions from local art schools, firms, and entertainment groups

Airplane Observation Areas - Provide opportunities to connect with airplanes from viewing platforms and observation decks . . .

- Integrate observation areas that are open to everyone

Design Principles and Guidelines

1.0: Simplicity, Convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Ensure equidistance between lots and terminal
- Prioritize spaces for multiple forms of transportation
- Integrate visual wayfinding aids (i.e., floor led lights, painted floor signs, labeled pillars)

1.2 Create attractive and comfortable sitting areas

- Balance comfort with utility and cleanliness
- Integrate a variety of variable seating options

1.3 Maximize accessibility for all users (Universal Design)

- Integrate clear wayfinding at drop off and pick up locations

1.4 Make it easy to navigate in and around the terminal

- Consider the sightlines for signage and utilize staggered signs

1.5 Provide diverse, convenient and local food options

- Balance convenient food options with sustainability and waste
- Provide beverage amenities like a brewery and onsite winetasting

- 1.6 Make it family-friendly, child-friendly, and pet-friendly
- Consolidate pet- and child-friendly areas and Incorporate age-appropriate amenities

2.0: Openness and Transparency

- 2.1 Maximize use of natural light to illuminate the terminal
- Minimize energy expenditures by integrating photosensitive and transitioning glass, and strategizing solar exposure on western and eastern portions of the terminal
- 2.2 Create an open-air feeling
- Include shaded areas

3.0: Human Scale

- 3.1 Draw upon natural and native color from the surrounding landscape
- Minimize the use of orange tints and tones
- 3.2 Create comfortable and inviting feel
- Create an environment that is accessible and inviting to all users
 - Integrate noise-absorbent materials

4.0: Green Design

- 4.1 Achieve LEED Certification
- Integrate innovative conservation techniques (i.e., sustainable food waste mechanisms, smart technology, greywater system installation)
- 4.2 Use sustainable building materials
- Integrate local habitat
- 4.3 Plant native vegetation
- Install mechanisms for rainwater catchment

5.0: A Quality, Authentic, Iconic Structure

- 5.1 Reflect the identity of Burbank and the surrounding region
- Integrate a mixture of modern and historical architectural styles
- 5.2 Reflect some aspect of the architectural and cultural history of the area
-
- 5.3 Include public art installations
- Utilize local artists and maintain Burbank as the primary focus

6.0: Aircraft Connection

- 6.1 Embrace the aviation industry and its history
- Recreate the SR 71
- 6.2 Provide observation areas
-

7.0: Reflections of Classic Hollywood Style

- 7.1 Celebrate the entertainment industry
- Integrate experiential elements that expose people to Burbank/Hollywood and their surrounding major businesses

Design Concepts and Details

1.0: Preferred Exterior Materials and Finishes

Steel

- Cons
 - Implications of seismic activity
 - This architectural style is too modern

Glass

- Cons
 - Glass is more difficult to make efficient

2.0: Exterior Landscapes and Hardscapes

Planting Areas: Formal or Informal?

- Implement a landscape plan with plants that minimize noise impacts

3.0: Signage and Wayfinding

Simple or Iconic?

- Implement signage that is intuitive for all airport users

4.0: Weather Protection

Simple or Iconic?

- Incorporate canopy coverage and built elements that offer protection

5.0: Aircraft Boarding

Jetways

- Con
 - This can create safety risks for people with disabilities

6.0: Building Shape and Articulation

Rectilinear

- Pro
 - Lends itself to simple and elegant designs

Curvilinear

- Pro
 - This design feature has the ability to enhance creativity

7.0: Exterior Lighting, Road and Pathway Markers and Wayfinding Elements

Traditional

- Functionality is the most important element throughout the terminal

Bold and Artistic

- Incorporate bright signage similar to the “Melbourne” sign

8.0: Interior Materials and Finishes, Color and Lighting

Muted and Subtle

- Consider color usage for emergency situations
- Make interior materials flexible

9.0: Amenities (Including Concessionaires, Waiting Areas, Lounges, Meeting Spaces, Work Areas, Etc.)

Centralized Location

- Avoid “chokepoints”

Distributed Throughout the Terminal

- Locate amenities close to gates
- Reduce traffic and cueing conflicts through effective design

10.0: Place-Making Elements (Including Art Installations, Exhibits and Storytelling)

Temporary Installations

- Incorporate exhibitions from local artists and institutions (i.e., Art Center, CalArts, NYSF)

Performance Art

This can be overwhelming in an airport



Design Charrette #5 Wednesday, September 4, 2019 6:00 P.M. – 9:00 P.M.

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Name	Phone	Address or Zip Code
1. REBECCA HATTARKI E-mail: RHATTARKI@GNET.COM	213.401.6137	601 S. FIGUEROA ST LA, CA 90017
2. Donna Peterson E-mail: dcpeterson@gmail.com	424-646-6393	5200 W Century Blvd LA 90045 #260
3. Luis Garcia E-mail: Luis.Garcia@louis.com	(323) 833-2264	5220 W Century Blvd LA. 90045
4. KATH THOMPSON E-mail: KATH-THOMPSON@GOSLAP.COM	213.327.3760	500 S. FIGUEROA LA, CA 90071
5. Levi McKee E-mail: lmckee@pgal.com	310.242.2348	90292
6. RICHARD SPENCER E-mail: richard.spencer@woodsbagot.com		94108
7. Pam Schallack E-mail: pschallack@roverrun.com		91602
8. Lynn Rembert E-mail: lrembert@aol.com		91602
9. EDWIN TAMANG E-mail: edwin.tamang@gmail.com	(951) 500-9436	92612
10. JAMES HAIGHT E-mail: JAMES.HAIGHT@CLARKCONSTRUCTION.COM		91304

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Design Charrette #5 Wednesday, September 4, 2019 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. <u>MARYDETH BUNKER</u> E-mail	<u>928.821.0033</u>	<u>92092</u>
2. <u>ROB ASHBY</u> E-mail <u>RDASHBY@YAHOO.COM</u>	<u>818-284-0063</u>	<u>91504</u>
3. <u>Alan Dyck</u> E-mail <u>alan.dyck@stantec.com</u>	<u>323 459 4962</u>	<u>90017</u>
4. <u>Lisa Ridlon</u> E-mail <u>LRIDLON@TCCO.COM</u>	<u>213 216 8331</u>	<u>91506</u>
5. <u>RUSSELL FREESLAND</u> E-mail <u>RFDESIGNZ1@GMAIL.COM</u>		<u>91606</u>
6. <u>MATT ULUKAYA</u> E-mail <u>matt.ulukaya@aecon.com</u>	<u>714-224-2248</u>	
7. <u>Thom Walsh</u> E-mail <u>walsh@fentressarchitects.com</u>	<u>310-259-4525</u>	<u>80210</u>
8. <u>Christopher Luna</u> E-mail <u>chico818@gmail.com</u>	<u>(213) 925-5615</u>	<u>91601</u>
9. <u>Brian Anderson</u> E-mail	<u>(310) 339-1426</u>	
10. <u>JEFF SEDLAK</u> E-mail <u>JEFF.SEDLAK@JACOBS.COM</u>	<u>310.413.5911</u>	<u>97035</u>

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Design Charrette #5 Wednesday, September 4, 2019 6:00 P.M. – 9:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. James Boonin E-mail James.B.Boonin@ehi.com	818 468-1846	2505 N. Hollywood Way Burbank, CA 91502
2. Thomas Henderson E-mail thenderson@bur.org	818-391-8134	2627 N. Hollywood Way Burbank, CA 91505
3. Daniel Schult E-mail dschult@ahmni.mn.edu		5260 Bellingham Ave #303 Valley View, 91607
4. Jess Romo E-mail jromo@kdgc.com	818 452-6921	1025 N BRAND GLENDALE CA 91202
5. INEZ T. Morin E-mail INEZTMORIN@aol.com	818-416-1338	11926 HART ST. North Hollywood, CA 91605
6. MARVA MURPHY E-mail mm @ 2nd st PR. com		91501
7. Eric Carter E-mail eric@ericisonline.com		91606
8. Rich Poston E-mail rich@vbankinc.com		535 N. Brand BL Glendale, CA
9. Patti Harburg-Petrich E-mail patti.harburg-petrich@kushappold.com		90017
10. Scott Pursuit E-mail Scott.Pursuit@uiow.com		90013

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(kindly print)

Name	Phone	Address or Zip Code
1. ANDREW BYRNE	310 735 7878	
E-mail ANDREW.BYRNE@GRIMSHAW.GLOBAL		
2. PETER AARON'S	858 705 4652	GLENDALE, CA
E-mail PWAARON@GMAIL.COM		91214
3. JOSHUA RUGONE	408/595 0079	91403
E-mail JTRUGONE@gmail.com		
4. Janet Diel	818 216 9377	1136 N. Rose St
E-mail jrdiel@aol.com		91505
5. Elizabeth Hawley	818 817 0545	
E-mail @		
6. Jean Schanberger		BUR
E-mail jschanberger@mac.com		
7. Mandy Flynn	817-269-4655	91505
E-mail mflynn@hksinc.com		
8. AILEEN REDMAN		90017
E-mail aileen.santosredman@tylin.com		
9. Janet Adriano		91502
E-mail janet.adriano@marriott.com		
10. Leonard J. Becket	818-238-5256	91203
E-mail lbecket@burbank.ca.gov		

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(kindly print)

Name	Phone	Address or Zip Code
1. CHARLES SAVINAR E-mail Mary Savinar CSavinar@gmail.com	818-516-3603	91605 (no H2)
2. Bill Hart E-mail	818 846-2971	91604
3. Rudy Nowak E-mail Nowak1294@gmail.com	818-8438-9927	91505
4. VIKTOR FEATHERS E-mail FEATHERSE@FENTRESSARCHITECTS.COM	310.729.8802	90292
5. MICHAEL WINTERS E-mail Wintense@fentressarchitects.com	303 722-5000	80203
6. Margo Powder E-mail margo@powder@gmail.com	773/689-0008	60 91501
7. JARED MOORE E-mail jared-moore@jacobs.com	206-595-0203	
8. DINA SMITH E-mail DINA.SMITH@SOM.COM	215 327-4286	91206
9. Isaac Segovia E-mail isegovia@mornerco.com	323.900.0030	90036
10. PAULA HUMERICK E-mail paulahum@hotmail.com	818-753-7518	91601

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(kindly print)

Name	Phone	Address or Zip Code
1. Konstantine Anthony E-mail: Konstantine Anthony @ gmail.com	323-302-1447	91501
2. HOANG NGUYEN E-mail: HOANG.NGUYEN@GRIMSHAW.GLOBAL	916-716-9218	90014
3. Bart Somers E-mail: bsomers@ferrovial.us	310-569-3433	92845
4. Heather Robb E-mail: heather.Robb@yahoo.com	302-530-2898	91501
5. Chris [Signature] E-mail: [Signature]		
6. JOSH WISSICH E-mail: jwissich@gmail.com	714-319-4602	99004
7. Jim Abel E-mail: joneil@crumder.com	818-521-1916	
8. Talin M. Arzioglu E-mail: Office of Sen. A. Portantino		
9. Kris Vogt E-mail: kris.vogt@accon.com		
10. Allen Benentes E-mail: abenentes@hntb.com		

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(kindly print)

Name	Phone	Address or Zip Code
1. ANDREW OHAN E-mail andrewohan@sbglobal.net	818 636 6389	PO BOX 891 BURBANK CA 91503-0891
2. Richard Vaughan E-mail Please Rich TB @ AOL.COM	818 488-4143	718 LOMER ST Burbank 91506
3. Kash Hadipour E-mail Kash.hadipour@atkinsglobal.com	949.289.2115	633 W 5TH ST 206 FLOOR Los Angeles, CA 90071
4. CHAD LEE E-mail chlee@austin-IND.COM	714 483 1288	5901 W. Century Blvd, Suite 600 Los Angeles, CA 90045
5. Carsten Voecker E-mail carsten.voecker@woodsbyte.com	415-971-1427	88 KEARNY STR. SAN FRANCISCO, CA, 94108
6. JUSTIN WORTMAN E-mail justin_wortman@graster.com	919-741-8682	500 S. FIG LOS ANGELES, CA 90072
7. Caitlin Bryant E-mail Caitlin@makegodcompany.com	626-646-4417	90293
8. ROSS GAISOR E-mail ROSSGAISOR@COMTELECTRICAL.COM	818 280-5745	COMET ELECTRIC
9. STEVE RAO E-mail RAO@DWLARCHITECTS.COM	602 264-9731	2333 N Central Ave PHX AZ
10. BILL MCCONNAUGHEY E-mail subiker64@gmail.com	626 226 7434	151 S BERKELEY AVE PASADENA 91107

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(kindly print)

Name	Phone	Address or Zip Code
1. STEVE RIVERS	310 820-8381	11401 SAN VICENTE BLVD LA 90049
E-mail RR@RIVERSANDCHRISTIAN.COM		
2.		
E-mail		
3.		
E-mail		
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Design Charrette Workshop #6 Summary

Design Charrette #6

Design Charrette Workshops

Workshop Synopsis

Executive Summary

On Saturday, October 26, 2019, the Hollywood Burbank Airport Authority hosted the last of nine public charrette workshops to gather community and stakeholder input on the design and functionality of the 14-gate replacement passenger terminal (RPT). The workshop focused on getting feedback on Design Alternatives that emerged as a result of the previous Design Charrette Workshops. Approximately 102 community members attended the workshop at 2930 N. Clybourn Avenue, Burbank, California (91505). Members of the Project Team included Hollywood Burbank Airport staff, City of Burbank representatives, technical experts and consultants, and the facilitation team.

The public workshop began at 1 P.M. with refreshments and sign-in. This was followed by an open house format where charrette participants viewed and gave feedback on the evolution of the Design Alternatives. The open house included six stations which encompassed the Project Rationale and Design Parameters, the Vision, Story-Telling, Design Features and Amenities, Design Principles and Guidelines, and Design Concepts and Details for the RPT. A dedicated facilitator at each station graphically recorded charrette participants' comments. In addition to the graphically recorded notes, participants were invited to write in and submit their comment booklet's at the conclusion of the charrette.

The workshop concluded around 3:00 P.M. with a verbal summary of input gathered at each stations and a brief overview of next steps for the terminal design.

Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Kash Hadipour E-mail: Kash.Hadipour@atkinsglobal.com	949.289.2115	633 West 5th St. 26 floor Los Angeles CA 90071
2. Michael Goggin E-mail: Michaelgoggin@gmail.com	714 902 7202	91506
3. Jennifer Wyatt E-mail: jennifer_wyatt@att.net	818 303 5680	710 N. LAMAR ST BURBANK 91506
4. Joseph F. Romano E-mail: jfromano3733@gmail.com	630 386 5998	2585 Sycamore Dr. San Marino CA 91108
5. Russell Feggs E-mail: Russell.Feggs@hugoboss.com	818 766-7408	6716 CLYBOURN AVE N. HOLLYWOOD
6. Christopher Luna E-mail: chico818@gmail.com	(213) 925-5615	5262 Cartwright Ave # 6 North Hollywood CA 91601
7. Nicole Johnson-Collins E-mail: njcollins@hudsongroup.com	310-245-8543	2627 N. Hollywood Way Burbank, CA 91505
8. Derrick Collins E-mail: DCollins17@CA-PR.com		7001 W. 7th St Los Angeles, CA 90047
9. James Lugaik E-mail: jlugaik@HKSinc.com	424 433 4716	10801 Wilshire Blvd #350 Los Angeles CA 90024
10. Michael McCoy E-mail: michael.mccoy@woodsbagor.com	213 407 0937	557 W - 7th Los Angeles, CA

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Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Levi McKee	310 242 2348	90292
E-mail lmckee@gmail.com		
2. Richard Spencer	415 781 9630	904108
E-mail richard.spencer@woodsbaqot.com		
3. Yuri Naumov (ORBERA)	858 247 8833	90212
E-mail y.naumov@americanibe.us		
4. Patti Harburg-Petrin	910-920-0050	90405
E-mail patti.harburg-petrin@bunkappold.com		
5. BRAY ADAMS		91501
E-mail		
6. JEFF SEDLAK	310.413.5911	97035
E-mail Jeff.Sedlak@jacobs.com		
7. Eric Foster	(818) 239-2196	91505
E-mail BurbankBernie@Mac.com		
8. EDWIN TAMANG	(951) 500-9436	92612
E-mail edwin.tamang@gmail.com		
9. DANA SMITH		91206
E-mail DANA.SMITH@SOM.COM		
10. RUBEN PROCOPIO	(818) 720-3786	91506
E-mail Rprocopio@MAC.COM		

[CONFORMED] Exhibit K

Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Caitlin Bryant E-mail: caitlinc@makagotcompany.com	626-646-4417	90293
2. Allen Berentes E-mail: aberentes@hntb.com	213-403-1023	90275
3. ANDREW OHAN E-mail: andrewohan@sbcglobal.net	818-636-6389	91352
4. Glen Forsel E-mail: GlenForsch2000@AOL.com	818-415-1199	91504
5. Richard Vaughan E-mail: PlanerichTb@AOL.com	818-4884743	91506
6. Mark Polhemus E-mail: Mark.POLHEMUS@GILING.com	408-690-3499	95054
7. James Haight E-mail: JAMES.HAIGHT@CLARKCONSTRUCTION.COM		91384.
8. James Boonin E-mail: james.b.boonin@ehi.com		91505
9. Michael Shawver E-mail: mshawver@swinerton.com		90017
10. CHAD LEE E-mail: CHLEE@AUSTIN-IND.COM	714 403 1288	92691

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Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Anthony DeFrenze E-mail		827 E Dean St Glendale CA 91206
2. ALAN BALL E-mail aball@theupsstore.com	818 723 7834	
3. Judie Wille E-mail		City of Burbank
4. Elizabeth Hawley E-mail elizabeth@vica.com		VICA
5. NICOLE LAVENDER E-mail NLAVENDER@CANNONDESIGN.COM	310 889 8729	91505
6. Pamela Marcello E-mail		Congressman Adam Schiff
7. BOB FROTOS E-mail FROTOS64@GMAIL.COM	818-823-6541	1730 N. BUEL VISTA ST BURBANK, CA 91505
8. Sue Georgino E-mail		
9. michelle Durham E-mail		101 N. Rose St Burbank CA 91505
10. Arda Tchakian E-mail		Senator Anthony Portantino's office

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Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Richard Ruggiero E-mail: richard_ruggiero@hotmail.com	818-366-9896	11211 Zetzel Ave Granada Hills, CA 91344
2. Brenda Lewis-Ruggiero E-mail: brendalruggiero@hotmail.com	818-366-9896	same as above
3. Rene Quintana E-mail: Rene-Quintana@hotmail.com		613 N Summit Ave 91103
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Pam Schackelach E-mail: pam@thechartersource.com	818 7625302 (#)	91602
2. Lynn Rembert E-mail: LKrembert@aol.com	818-618-3514	91602
3. RONARD ALTOON E-mail:	323 314 5331	91316
4. Jean Schanberger E-mail: jschanberger@mac.com	818 426 1379	91506
5. VICTOR FEATHERS E-mail: FEATHERS@FENTRESSARCHITECTS.COM	310 729 8802	90292
6. Nancy Kelley E-mail: nancy.kelley19@yahoo.com	510 207 5352	85387
7. CHARLES LOVICH E-mail: frankeluck@aol.com	760/835-1513	92260
8. Christine O'Connor E-mail: ed-oconnor@msn.com	206 794 5165	92260
9. Patrick Arscott E-mail: City of Burbank		
10. FRANCESCA SALERNO E-mail: CHESSY.SALERNO@JETSUITE.COM	202 834 6046	91504

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Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. KANDICE NGUYEN E-mail dankhainh004@yahoo.com	(714) 553-3791	765 S. THE CITY DR ORANGE, CA
2. Justin Hess E-mail		
3. Alan Dyck E-mail alandyck@stantec.com	(323) 459-4762	523 W 6 th ST. Los Angeles, CA 90041
4. Steven E-mail StevenCarlNoorhead66.3@gmail.com		6510 COLUMBUS AVE #107 North Hills, CA 91344
5. Hely Sal Gonzalez E-mail hsgonzalez@hotmail.com	228 223 3964	2622 W EMPIRE AVE Burbank, CA 91504
6. Deepansh Kathuria E-mail dkathuria@myamsointernational.com	213 505 6341	707 Wilshire Blvd, #100 Los Angeles, CA 90017
7. Janet Diel E-mail janet.diel@gmail.com	818 216 9377	1136 N. ROSE ST Burbank, CA 91505
8. Andy Wilson E-mail awilson@cityofpasadena.net	626 584 6070	City Hall Pasadena CA
9. Chris Kidder E-mail ckidder331@hotmail.com	562 537 3220	225 N ROSE ST #314 Burbank CA 91505
10. George Ohanion E-mail george.ohanion@gatags.com		Burbank Airport United Airlines

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Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. Mary Anne Perkowski E-mail: maperkowski@moyeconsulting.com	510 301 1790	1255 Corporate Drive #100 Irving, TX 75038
2. Lisa Ridlon E-mail: LRIDLON@TCCO.COM	213 216 8331	1420 W Chandler Blvd Burbank, CA 91506
3. AILEEN REDMAN E-mail: aileen.santosredman@tylin.com	213.519.7951	707 WILSHIRE BLVD, STE 4900 LOS ANGELES, CA 90017
4. Neil McLean E-mail: neil_w_mclean@yahoo.com		2628 5th St, Apt. K Santa Monica CA 90405
5. ARIANA PADILLA E-mail: ASPADILLA@TCCO.COM 310-844-4214		8800 SWINTON AVE NORTH HILLS CA 91343
6. DELOVA BRIAN SHECHT E-mail: BRIANHSHECHT@GMAIL.COM	310-430-9133	3851 S. SYCAMORE LA, CA 90008
7. Daniel Traub E-mail: dtraub16@gmail.com	310 824-3320	19314 Flaming Ave Torrance, CA 90503
8. Kai Westermarck E-mail: kainoa-westermarck@gensler.com		5000 S. Figueroa Los Angeles, CA 90071
9. Steven Hays E-mail:		11249 Cresson St Norwalk, CA 90650
10. Dana Hays E-mail:		11249 Cresson St Norwalk, CA 90650

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(kindly print)

Name	Phone	Address or Zip Code
1. <u>STEVE THOMAS</u> E-mail <u>STT2001@AOL.com</u>	<u>(618) 207-7767</u>	<u>91343</u>
2. <u>STEVE STOROZUM</u> E-mail <u>sstorozum@earthlink.net</u>	<u>818 843 7536</u>	<u>91505</u>
3. <u>DAVID WOO</u> E-mail <u>WOO@AYCEINC.COM</u>	<u>(855) AYCE-INC</u>	<u>91803</u>
4. <u>Ron Reyes</u> E-mail <u>ronald.reyes@sindex.com</u>	<u>626-201-7329</u>	<u>91506</u>
5. <u>KRIS VOGT</u> E-mail <u>KRIS.VOGT@ABC.COM</u>	<u>714 315 3782</u>	<u>90740</u>
6. <u>Toni Chicco</u> E-mail <u>toni@cervelli.com</u>	<u>322-466-3445</u>	<u>90004</u>
7. <u>DANA MORRIS</u> E-mail <u>dana@ontrackandfield.com</u>	<u>800-697-2999</u>	<u>91504</u>
8. <u>PETER AARON</u> E-mail <u>PAAARONS@GMAIL.COM</u>	<u>858-705-4652</u>	<u>91214</u>
9. <u>NATHAN VACA</u> E-mail <u>NVACA@MCARTHY.COM</u>	<u>(949) 278-4298</u>	<u>92679</u>
10.		

[CONFORMED] Exhibit K

Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

	Name	Phone	Address or Zip Code
1.	Mandy Flynn	817-269-6055	1140 N AVON ST.
E-mail	mflynn@hksinc.com		Burbank 91505
2.	Bud Oviom	818 263 9986	108 Skyway Dr.
E-mail			Burbank
3.	MIKE CASARRO	714-323-0292	999 TOWN & COUNTRY
E-mail	MIKE.CASARRO@AECOM.COM		ROAD ORANGE CA.
			92668
4.	JOSH WUSSICH	714-319-4602	90004
E-mail	JOSH.WUSSICH@JACOBS.COM		
5.	Larry Carter	—	91505
E-mail			
6.	Tom Theobald	303 589 3359	
E-mail	theobald@fentressarchitects.com		80203
7.	Erik Wolfhand	661 297 5250	
E-mail	ERIKL@outlook.com		91355
8.	HOANG NGUYEN	916-716-9210	90013
E-mail	HOANG.NGUYEN@GRIMSHAW.GLOBAL		
9.	Sharon Springer		275 E. Olive Ave
E-mail	Springer@BurbankCA.gov		
10.	Frank Quintero		Glendale
E-mail	Vote4Quintero@aol.com		

[CONFORMED] Exhibit K

Design Charrette #6 Saturday, October 26, 2019 10:00 A.M. – 1:00 P.M.

(kindly print)

Name	Phone	Address or Zip Code
1. BILL McCONAUGHEY E-mail: svbiker64@gmail.com	626 226 7434	151 S BERKELEY AVE PASADENA CA 91107
2. Bill Wiggins E-mail: BillWiggins@earthlink.net	818 795-4495	101 So. Valley St Burbank, CA 91505
3. Daniel Schult E-mail: dschult@qvmni.in.td/y (818) 292-0069		91607
4. JAMES RIBBIO E-mail: JRIBBIO@birdi-inc.com	(818) 970-4544	723 E. GREEN ST. PASADENA CA 91101
5. CLINT ISA E-mail: CLINT@DIAZYOURMAN.COM	(714) 245-2920	1616 E. 17th STREET SANTA ANA, CA 92705
6. JOHN ZEMAN E-mail: JZEMAN@VENOXLAKEN.COM	714 714 566 5127	9044
7. CASEY WARREN E-mail: CSWARREN@HNTB.COM		90071
8. JOHN SUTTON E-mail: JOHN SUTTON @ YAHOO! .COM		91504
9. Justin Bushee E-mail: justinbushee@gmail.com		90046
10. Rexanne Johnson E-mail: rexg@antlool.com		91355

[CONFORMED] Exhibit K

Online Design Charrettes Summary

Online Design Charrette

Workshops

Executive Summary

A total of five online design charrette workshops were made available between March 2019 to November 2019. Following each in-person design charrette workshop, consultants from MIG duplicated all materials utilized to gather input into an online format. The Online Charrettes facilitated gathering information from those participants that could not attend each in-person design charrette workshop. A total of 41 people utilized the online charrette workshops to provide input into the design of the Replacement Passenger Terminal. Qualitative results from the online charrettes are summarized below.

Online Design Charrette Workshop #1

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Integrate an updated Art Deco style
- Incorporate a design that is reminiscent of the film industry and the 1930s terminal
- Create a spacious-feeling building with modern amenities and conveniences
- Take advantage of the area's good climate by integrating outdoor spaces into the design (Palm Springs' airport as an example)
- Incorporate an area with chairs for people to view the planes
- Add quality food amenities (i.e., Porto's, Lemonade, Urth Caffé, conveniently located coffee shops)
- Design a space for children's play (ex.: JFK Airport, Glendale Galleria)
- Integrate local art
- Maintain the ease and simplicity of accessing the current airport
- Place outlets within all seating areas
- Include a pump/breastfeeding room or booth for mothers
- Design spacious family restrooms that contain changing tables
- Incorporate rentable booths for conference calls
- Include living plants inside for stress reduction and beautification

- Incorporate an open-air design with natural lighting
- Consider utilizing jet bridges for aircraft boarding to create ease of access ADA compliance, and to alleviate aircraft ground service congestion
- Adjust flight patterns to avoid overflights south of the 101 freeway
- Celebrate the region's aviation and entertainment history
- Avoid a monolithic and dense structure by using transparent building materials for walls

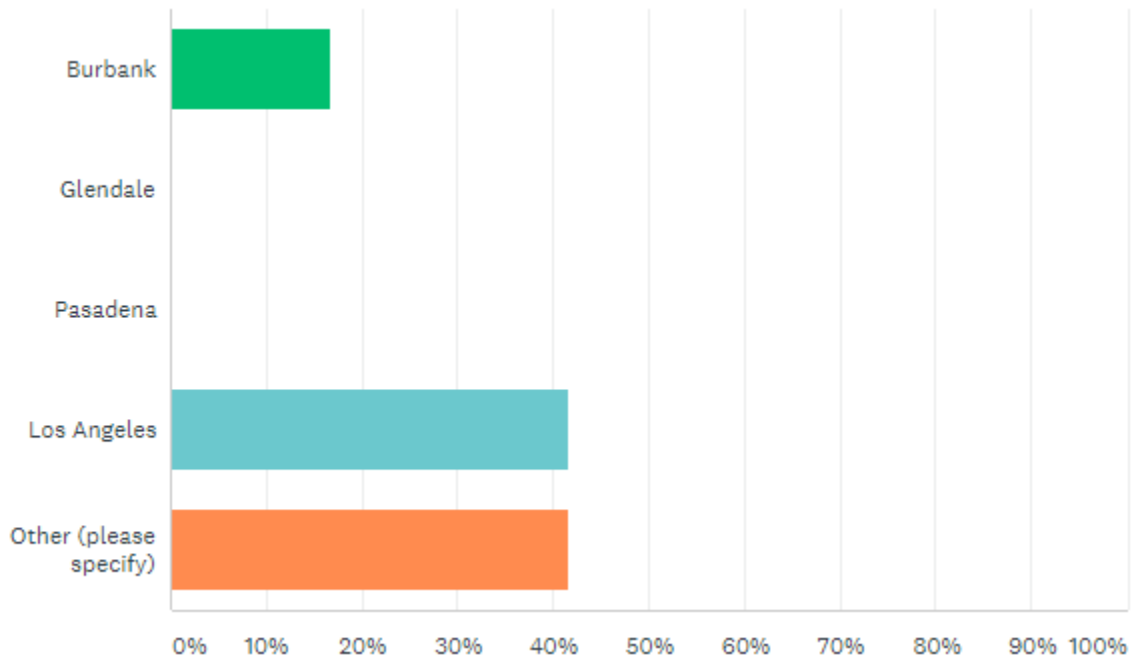
Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Incorporate the local film industry and Hollywood
- Tell stories about native people within the San Gabriel Valley region
- Allow artwork, vending options, and thoughtful amenities to tell the story
- Avoid a "Hollywood theme"
- Use stories to welcome travelers to California
- Create partnerships with Disney, WB, Nickelodeon, JPL and other leading global companies to have interactive displays
- Tell stories pertaining to the "golden age" of entertainment
- Celebrate the area's natural landscapes

Question #3: What are your highest priority **design features and amenities**?

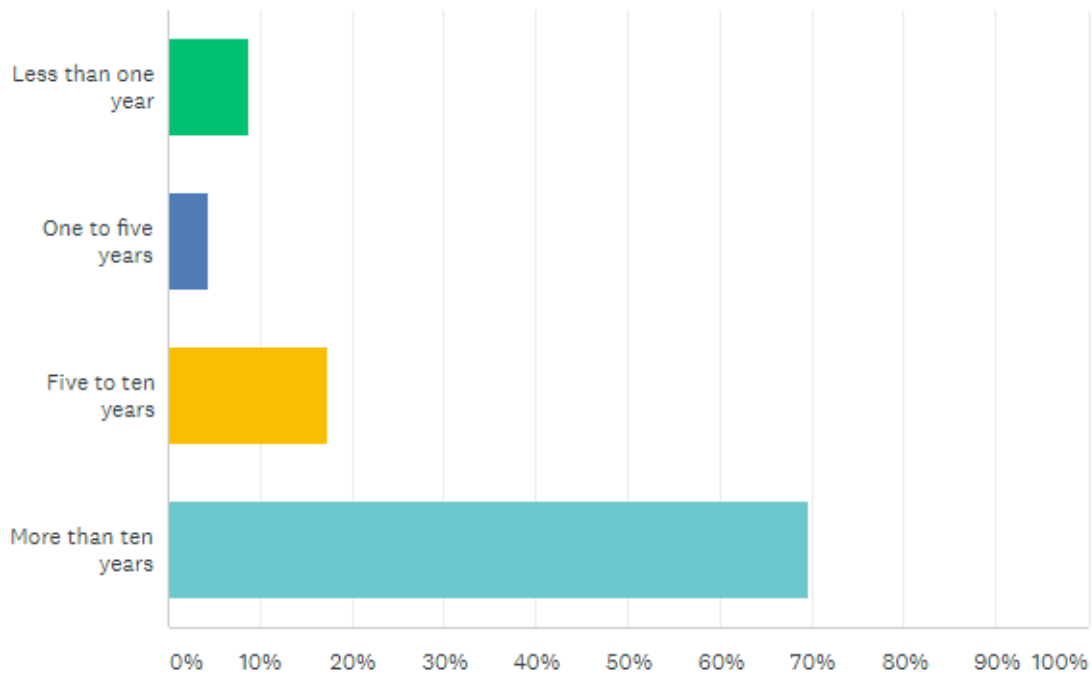
- Design restrooms equitably by adding stalls to minimize wait times for women's restrooms
- Maximize the availability of public transportation, people should be able to get to and from the Airport without driving
- Include a diverse mix of eateries containing iconic locals and healthy options
- Minimize heat island effect and strive for LEED's Gold standard
- Utilize light and bright design features to create a spacious feel
- Incorporate a centralized area for main dining
- Include filtered water refill stations
- Incorporate PSA signage that is accessible to deaf individuals
- Conveniently place outlets
- Strategically place high windows facing east to show the nearby mountains and low windows facing west to show the runways
- Design facilities for disabled individuals (i.e., wheelchairs, scooters, and walkers)
- Incorporate a large open concept design
- Enhance rail connectivity
- Add adequate pet relief areas
- Mitigate noise hazards and health risks for communities impacted by the Airport's flight patterns
- Create a relaxing preflight atmosphere with free WIFI, views of ramps, and an outside area

What city do you live in?



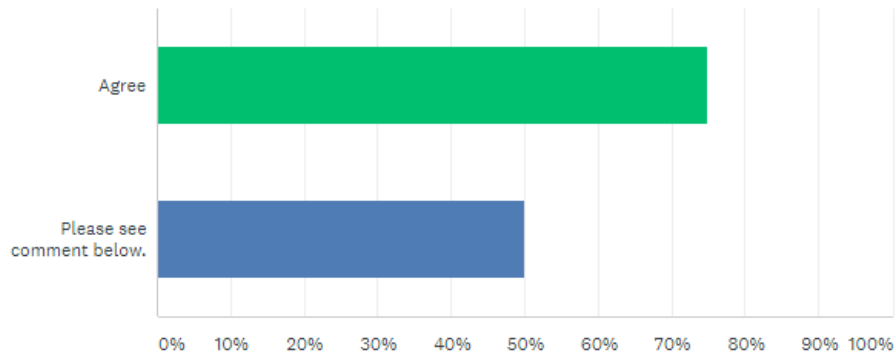
Other: Sun Valley under north south runway path, Van Nuys, Walnut Creek, Los Feliz, Sylmar, Ventura, Chicago, Westlake Village, Montrose, Valencia

How long have you lived in the area?



Online Design Charrette Workshop #2

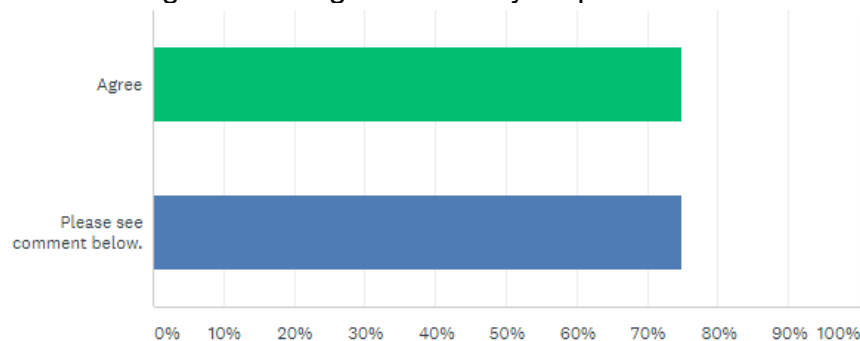
1.0 Simplicity, Convenience and Ease of Use



“Please see comment below” responses

- Don't sacrifice sustainability for convenience
- Incorporate composting to divert biodegradable items from landfills
- Utilize sustainable food packaging
- Maintain the simplicity and ease of use, the main reason that the Airport was rated #1 on Fodor's

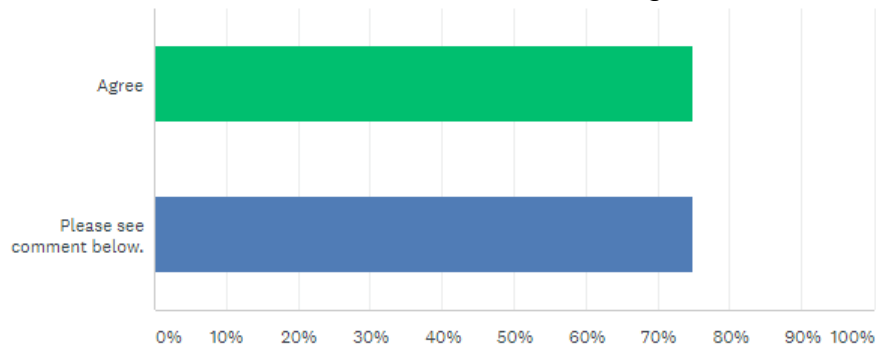
1.1 Make ingress and egress as easy as possible



“Please see comment below” responses

- Prioritize using sustainable methods of multimodal transportation to ease ingress and egress
- Improve conditions for wheelchair users
- Enhance access to rental cars and trains
- Separate pickup zones for inbound and outbound travelers

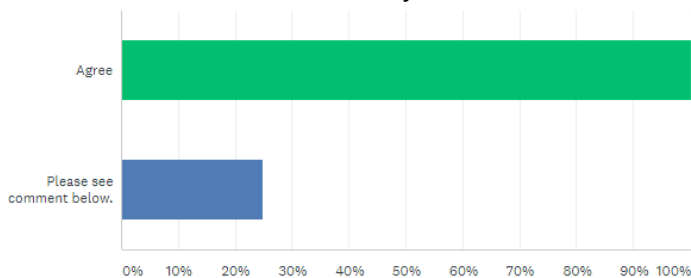
1.2 Create attractive and comfortable lounge areas



“Please see comment below” responses

- Take into consideration the use of materials and furniture
- Incorporate spacious and comfortable seating
- Avoid fabric seating that requires constant cleaning or replacement
- Provide adequate space in the gate area for travelers to assemble without conflicting with those going to their gates

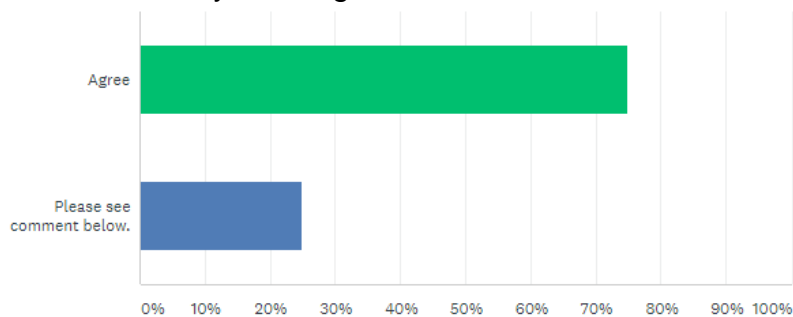
1.3 Maximize accessibility for all users



“Please see comment below” response

- Include accessibility measures for children and people of larger size

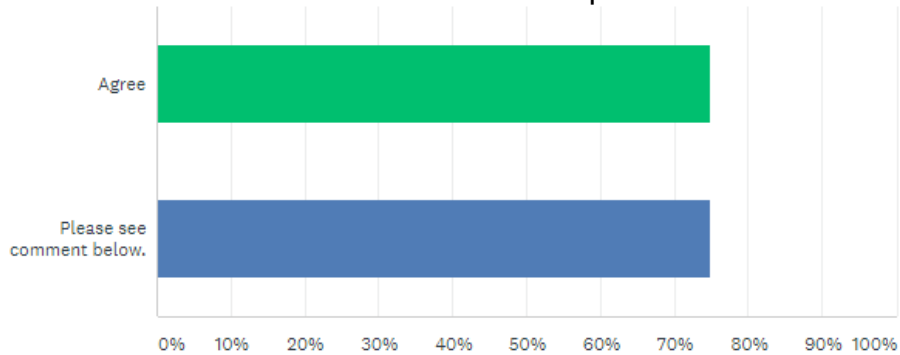
1.4 Make it easy to navigate in and around the terminal



“Please see comment below” responses

- Avoid rotating LED signage as it creates confusion
- Wide moving sidewalks are desirable

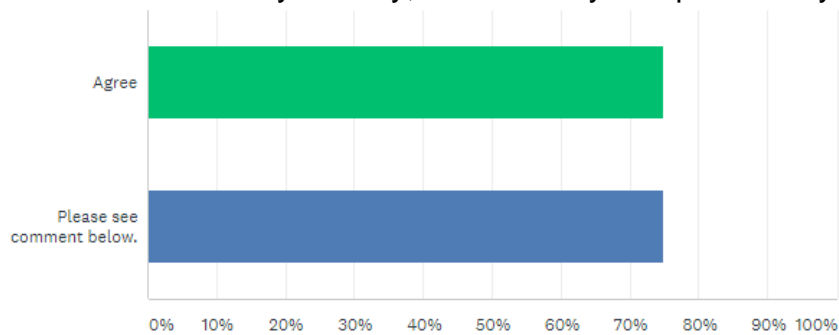
1.5 Provide diverse and convenient food options.



“Please see comment below” responses

- Avoid chain stores by using local Southern California brands and restaurants
- Include diverse ethnic cuisines
- Provide affordable and healthy food options

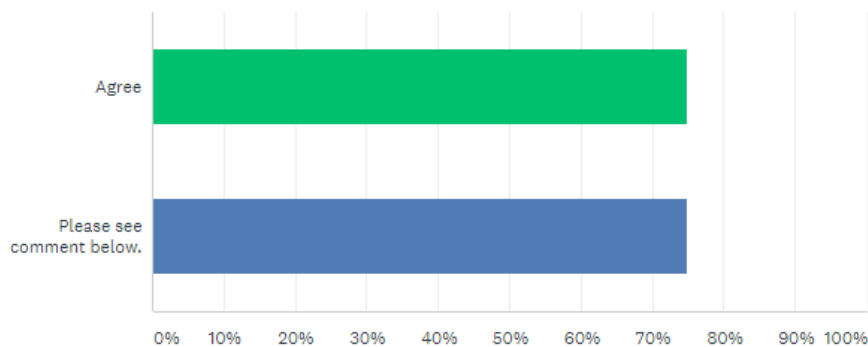
1.6 Make it family-friendly, child-friendly and pet-friendly



“Please see comment below” responses

- Make it child and pet-friendly but consider the primary travel demographic
- Centrally locate areas for pets and children

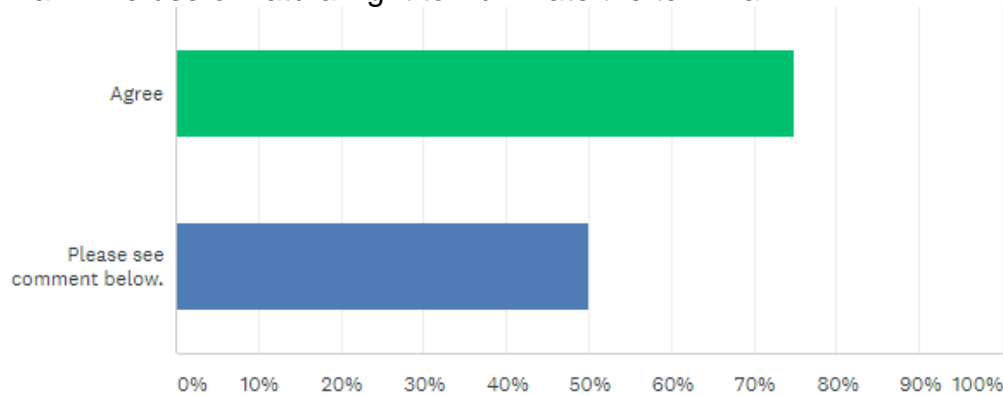
2.0 Openness and Transparency



“Please see comment below” responses

- Though the use of large windows for natural lighting is desirable, consider the implications on climate control expenditures
- Provide access to viewing areas for non-passengers as well

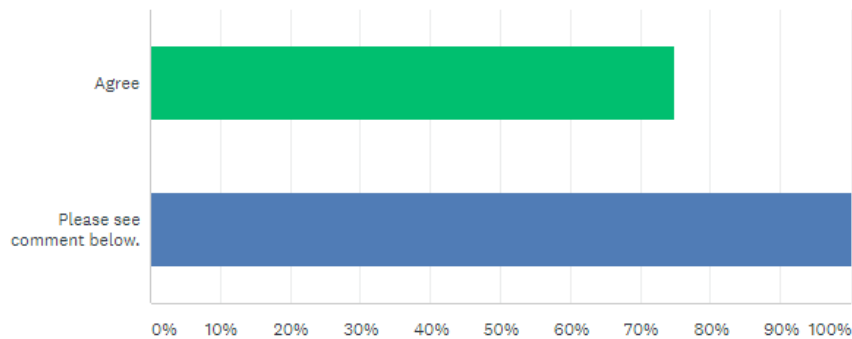
Maximize use of natural light to illuminate the terminal.



“Please see comment below” responses

- Consider measures to save on energy
- Does the benefit outweigh the cost?

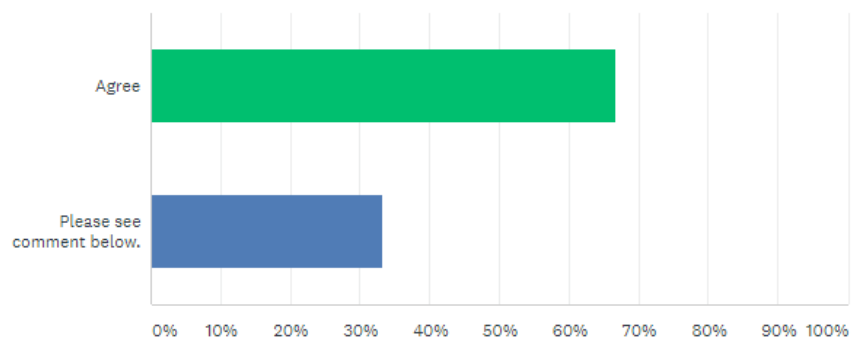
2.2 Create an open air feeling.



“Please see comment below” responses

- Design the gate areas to be light and airy
- Incorporate an observation deck for passengers and the public
- Ensure that jet fumes and noise are kept out
- Consider the 100+ degree temperatures in the summer months

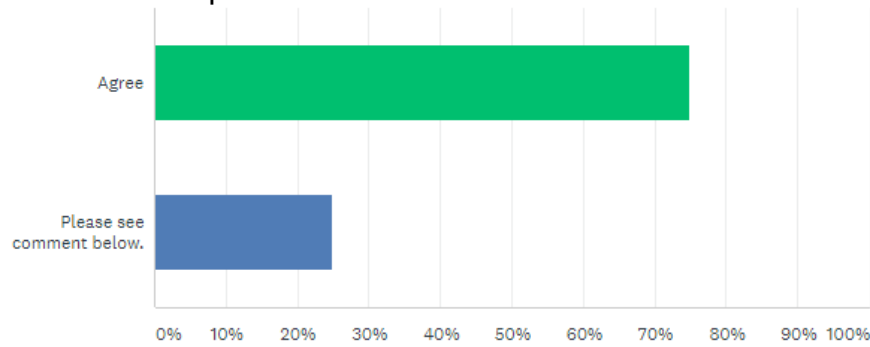
3.0 Human Scale



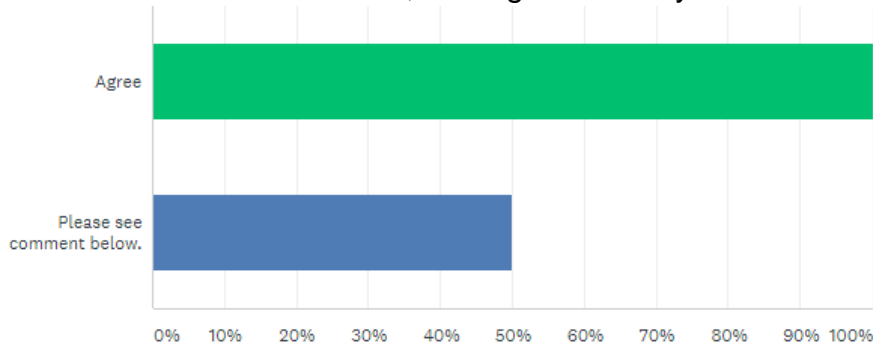
“Please see comment below” response

- Use classic colors or California sunset colors

3.1 Draw upon natural and native colors from the surrounding landscape.



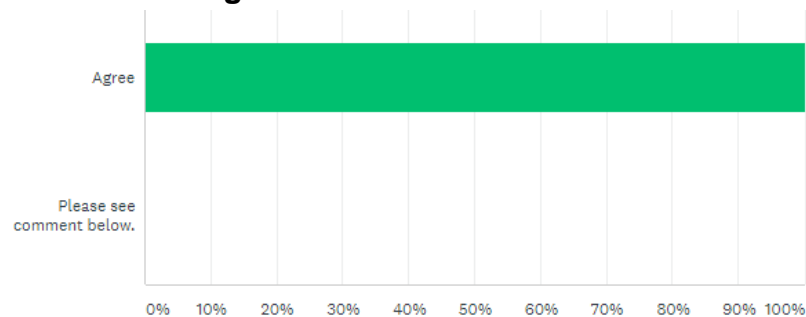
3.2 Create a comfortable, inviting and homey feel



“Please see comment below” responses

- Design for comfort but limit “homey”
- Utilize warm and non-threatening colors to soothe travelers

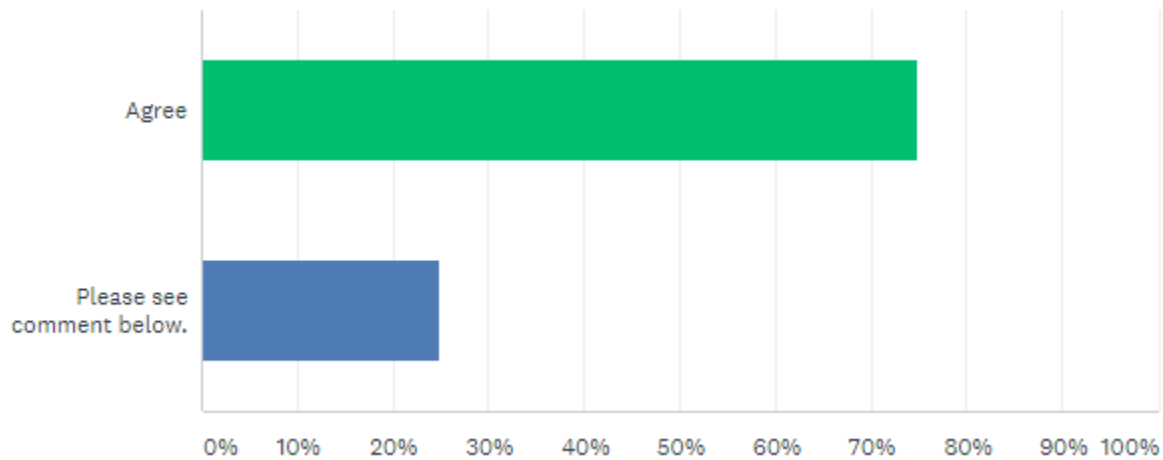
4.0 Green Design



“Please see comment below” response

- This should be one of the highest priorities

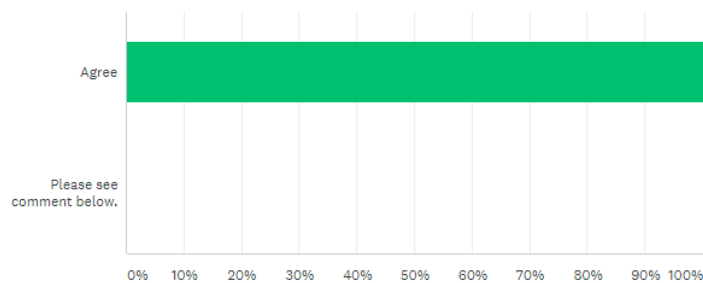
4.1 Achieve LEED certification.



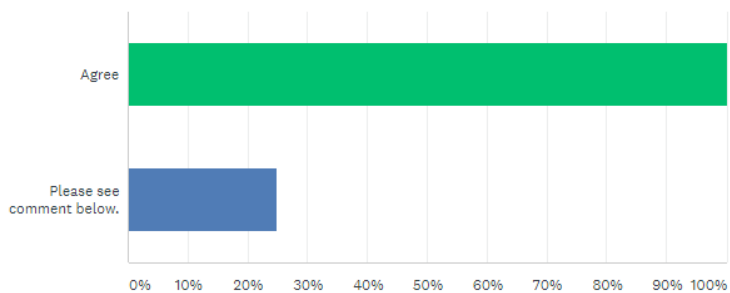
“Please see comment below” responses

- The airport should aim for the highest LEED standard
- The certification may not be a worthy investment as it won't impact property values or increase funding sources

4.2 Use sustainable building materials.



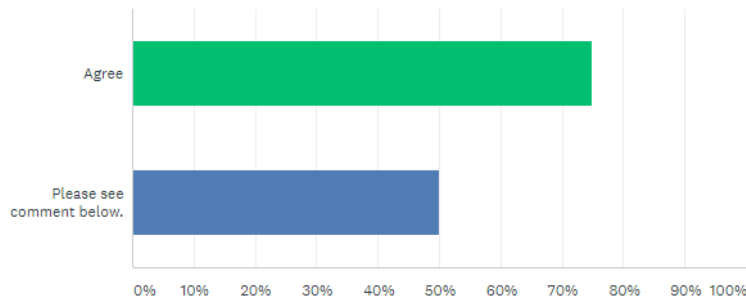
4.3 Plant native vegetation.



“Please see comment below” responses

- Integrate drought tolerant planting and recycled water
- Use native vegetation but incorporate diverse plant species as desert landscaping reflects heat and does not absorb rainwater runoff well

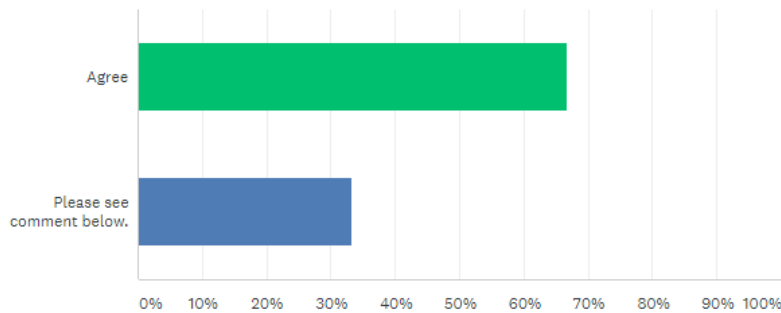
5.0A Quality, Authentic, Iconic Structure



“Please see comment below” response

- Keep the vintage look of a hometown airport with modern flairs to accent the look

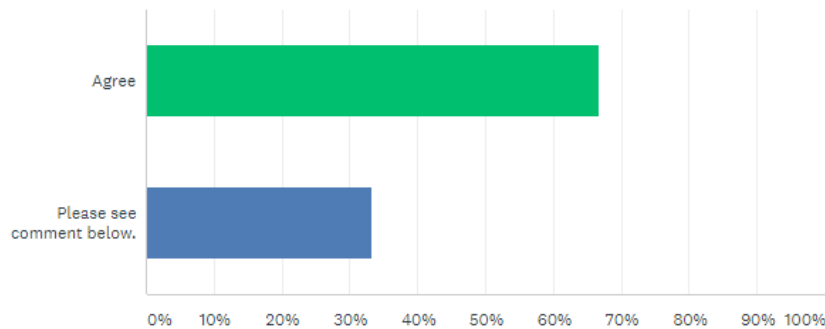
5.1 Reflect the identity of Burbank and the surrounding region.



“Please see comment below” responses

- The airport doesn’t necessitate a defined Hollywood or Burbank theme
- Focus on maintaining its beauty, convenience, and amenities

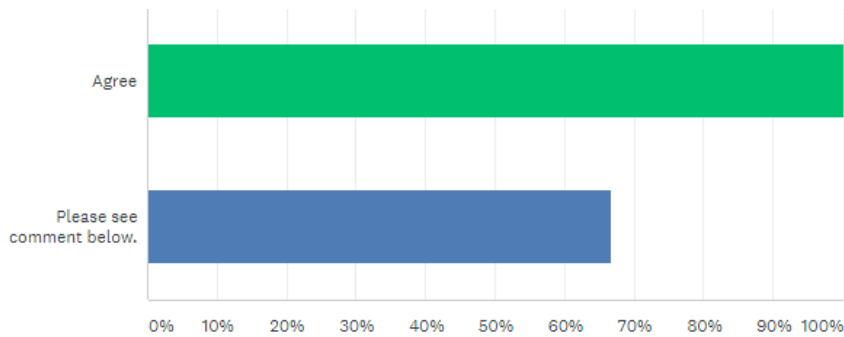
5.2 Reflect some aspect of the architectural and cultural history of the area.



“Please see comment below” response

- Maintain simplicity and modernity

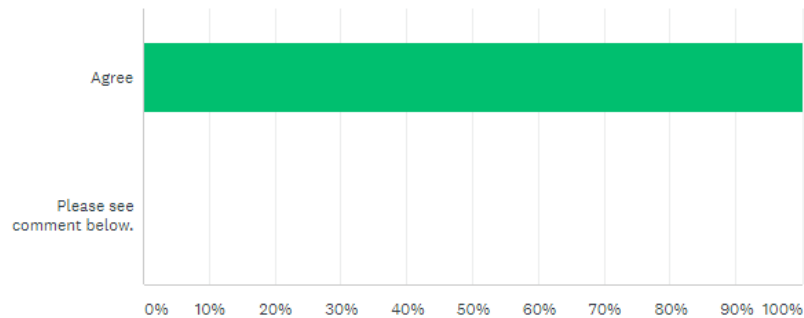
5.3 Include public art installations.



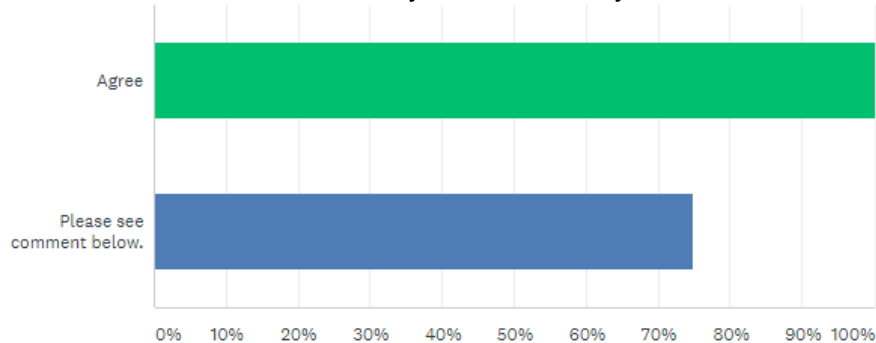
“Please see comment below” responses

- The art should be representative of the region
- Incorporate rotating art to pique interest

6.0 Aircraft Connection



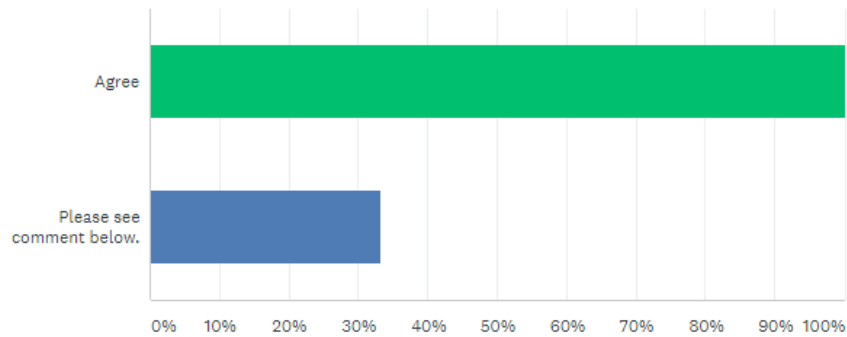
6.1 Embrace the aviation industry and its history.



“Please see comment below” responses

- Include information about Bob Hope, the area’s history, and photos
- Avoid creating overwhelming clutter with visual elements

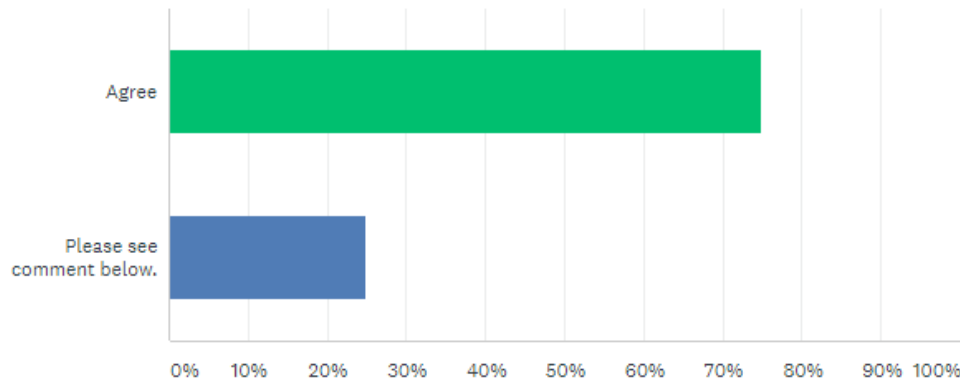
6.2 Provide observation areas



“Please see comment below” response

- Access should be for both the terminal secure areas and for outside observation access

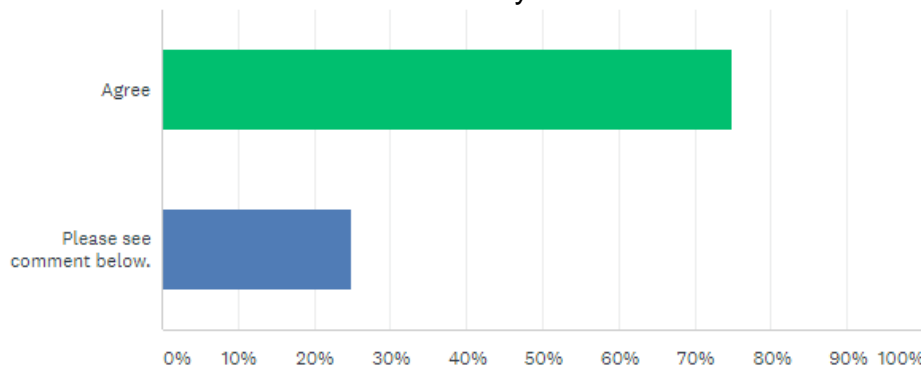
7.0 Reflections of Classic Hollywood Style



“Please see comment below” response

- Honor the regions history but don't “overdo it”

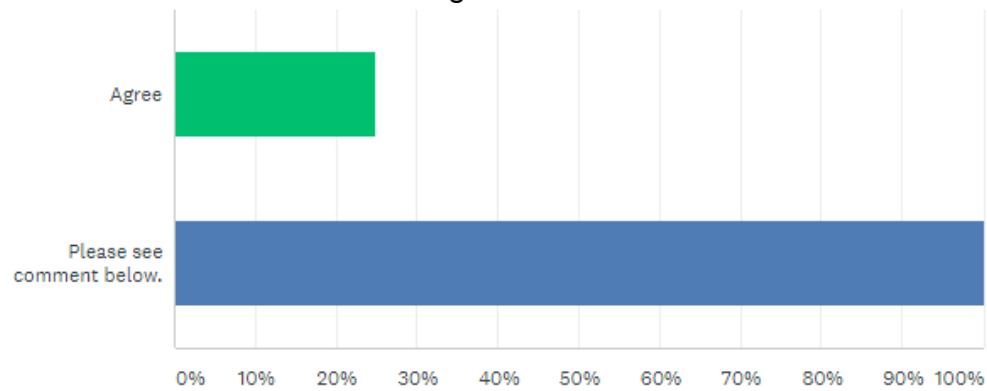
7.1 Celebrate the entertainment industry.



“Please see comment below” response

- Value the entertainment industry and its contribution to the area, but don't make that the focus of the Airport

7.2 Consider use of themed gates



“Please see comment below” responses

- Maintain simplicity
- This is unnecessary and adds visual clutter

Online Design Charrette Workshop #3

Design Standard 1.: Building Exterior Finishes

1A. Concrete

- This material is strong, durable, economical and allows creative design
- This material is high maintenance, retains heat and expenditures

1B. Steel

- This material is durable, modern, and more earthquake-resistant
- Steel isn't cost effective and can be "cold"

1C. Glass

- This creates an open and airy feeling, gives people the ability to view the airfield, and lets in natural light, therefore, decreasing daytime light expenditures
- Glass can cause heightened cooling costs, reflection problems, and maintenance issues (i.e, repairs, cleanliness)

1D. Plaster

- This material can achieve a desired aesthetic, it is lightweight and allows for a concrete look without the cost of concrete

Design Standard 2.: Exterior Landscapes and Hardscapes

2A.1 Planting Areas, Formal

- This style is linear and provides clear paths
- It can be less imaginative

2A.2 Planting Areas, Informal

- This can complement a more linear or rectangular shaped building

2B.1 Hardscape Areas, Formal

- Minimizes the need for landscaping while providing abundant seating, and encouraging engagement and interaction
- Formal hardscaped areas can be unwelcoming with excess concrete and limited green space

2B.2 Hardscape Areas, Informal

- Design can be bright and airy
- Does not encourage interaction and offers less seating options

Design Standard 3.: Signage and Wayfinding

3A. Simple

- Provides timelessness and simplicity
- Icons and symbols are internationally known, easy to navigate, and easy to integrate ADA accessibility into

3B. Iconic

- Aesthetically appealing, stylish, and eye-catching
- Can be difficult to read, confusing and unclear to passengers

Design Standard 4.: Weather Protection

4A. Simple

- Effective and easily allows people to view signage
- Could evoke blandness and lack a spark

4B. Iconic

- Creates an impactful experience, style, and character
- Could increase building maintenance costs

Design Standard 5.: Aircraft Boarding

5A. Jetways

- Provides weather protection, ADA accessibility, and connection to the Airport's electricity
- Could impact the quaint- and small-airport feel

5B. Ramps + Stairs

- Boarding through the rear is a unique and nostalgic experience
- Allows for faster embarking and disembarking, sitting in the rear becomes an advantage

Online Design Charrette Workshop #4

Design Standard 6.: Building massing and scale, shape and articulation, and compatibility with adjacent structures

General Comments

6A. Rectilinear

Cons

- Boring and basic

6B. Curvilinear

Pros

- Iconic but common

6C. "Wing" Like

Pros

- Creates distinct and iconic look, as well as timelessness

Design Standard 7.: Exterior lighting, road and pathway markers and way finding elements

7A. Traditional

General Comments

- Classic and harkens back to the golden age of travel

7B. Bold and Artistic

General Comments

- Could become outdated in the near future

Design Standard 9.: Amenities including concessionaires, waiting areas, lounges, meeting spaces, work areas, etc.

9A. Centralized Location

General Comments

- This creates simplified access to shops and restaurants

9B. Distributed Throughout the Terminal

General Comments

- This requires people to walk to several locations to see what's available

9C. Located Before and After TSA

General Comments

- This design allows people to partake in refreshments while waiting
- Drinks are not aloud through security

9D. Lounges

General Comments

- Quiet lounge areas for business passengers should be available through a paid annual service

Design Standard 10.: Place-making elements including art installations, exhibits and story telling

10A. Permanent Fixtures

General Comments

- Tell stories about the USO during WW2 and short snorter tradition

Additional Comments on design alternatives

- Prioritize people over businesses
- Integrate spaces for people to work, congregate, and relax
- Participant has an exhibit available for permanent display that ties together Lockheed P-38 Lightning, Bob Hope and the USO, and the short snorter tradition during WW2

Summary of Outreach Activities

OUTREACH ACTIVITIES

DOOR-TO-DOOR CANVASSING

To kick-off the notification of the charrette workshop process, we completed two rounds of door-to-door canvassing leaving door hangers at residential and business address in the immediate airport area. This included approximately 4,900 residential and 1,100 business addresses within a quarter mile radius of the airport's perimeter.

STAKEHOLDER INTERVIEWS

We engaged a range of interest groups and civic/community leaders to educate them on the replacement passenger terminal (RPT) design charrette process, and to hear their issues, opportunities and priorities as it relates to the potential design. In total, 30 groups or leaders were engaged and 19 provided feedback. Stakeholders were also asked to share their perspective on additional stakeholders and communication channels and networks that they recommend engaging in the design charrette process.

NEWSLETTERS

To utilize an already existing base of Airport followers, we prepared a newsletter to provide subscribers information including date, time, location and the topic being discussed for each workshop. This included "thank you" follow up emails to express the Airport's appreciation of their feedback and participation. Readers were encouraged to spread the word and direct their friends, family and co-workers to an online version of each charrette should they not be able to attend in-person.

WEBSITE

To announce the charrette workshop series, informational material was drafted and placed on a new charrette workshop webpage on www.burreplacementterminal.com. This page served, and continues to serve, as a repository of all charrette workshop information including previous event activities and handouts and provides all users a convenient opportunity to submit their feedback and vision for the replacement passenger terminal through an interactive online survey. The content on this page was refreshed after each charrette.

GENERAL MEDIA NOTICING

A media advisory was prepared to notice the date, time and location for each of the nine workshops. This included all tiers of media outlets throughout the Los Angeles County region.

PAID MEDIA

For each of the nine charrette workshops, we placed print and digital ads promoting the event. This includes print advertisements in the *Burbank Leader*, *Glendale News-Press* and the *Pasadena Star-News* as well as digital ads of various sizes on the website of these three publications and www.latimes.com. Where appropriate, digital ads were targeted to devices/users within the zip codes near each workshop 30 days leading up to each charrette. For example, digital ads for workshops in Burbank targeted devices

operating in the zip codes 91501, 91502, 91504, 91505, 91506. Clicking on each ad would take the user to the charrette workshop webpage on www.burreplacementterminal.com. Impressions on ads totaled upwards of 250,000 for each charrette.

SOCIAL MEDIA

As needed, social media posts were drafted to announce upcoming charrette workshops and directed social media users to the website to learn more and options to submit their input for design features and amenities that they would like to see in the RPT.

FLYER

A graphical two-sided flyer was created for each charrette workshop and distributed to our stakeholders and throughout community service and information desks in the region. The flyer described the event details as well as what aspects of the design process attendees could expect to participate in.

Media Advisory

**HOLLYWOOD BURBANK AIRPORT ANNOUNCES DESIGN CHARRETTE WORKSHOPS FOR
REPLACEMENT PASSENGER TERMINAL**

Design workshops will invite community feedback on safety improvements, design features and amenities

WHAT: Hollywood Burbank Airport invites the community and stakeholders to participate in an interactive and iterative dialogue with representatives from the Airport and members of the replacement passenger terminal design team, also known as a charrette process. The Airport is committed to holding six public charrette workshops in Burbank as well as one in each of the Airport's neighboring cities – Los Angeles, Glendale and Pasadena.

The collaborative and transparent charrette process will provide the community with opportunities to share feedback on safety improvements, design features and amenities that they would like to see in the replacement passenger terminal. The open conversations that take place at the charrette workshops will ultimately help shape the design and functionality of the terminal.

Hollywood Burbank Airport has always put community relations as a high priority, and looks forward to offering the community several opportunities to participate and share feedback, both in person and online. Additional information, including the full schedule and locations of the other charrette workshops, will be announced soon.

WHO: All members of the community and passengers with an interest in the design of the replacement passenger terminal are encouraged to attend

WHEN: [Day of Week], March XX
X:XX – X:XX PM
Dates for additional workshops to be announced in near future

WHERE: Name of Venue
[Address], [City], CA [Zip Code]

###

About the Hollywood Burbank Airport Replacement Passenger Terminal Project

With the passage of Measure B by Burbank voters on November 8, 2016, Hollywood Burbank Airport is working with the community and neighboring cities to build a safer, 14-gate replacement passenger terminal that is farther from the runways and meets current earthquake design standards. The replacement passenger terminal will provide the same convenience and easy access that air travelers now enjoy while

providing greater user amenities. It is an investment in Burbank at no cost to local taxpayers. For more information, visit <https://burreplacementterminal.com/>.

Door Hanger Copy

Hollywood Burbank Airport
Design Charrettes: Draft Door Hanger #1 Copy
Updated: 02/14/19

FRONT

Airport logo across top, center justified. Branding, colors and images consistent with style guide.

Heading: Help design the 14-gate replacement passenger terminal

Subheading: Join us for an interactive series of design charrette workshops

Graphically design and list the dates and locations of charrettes 1 and 2.

Footer: Stayed tuned for information on additional design charrette workshops in Burbank, Glendale, Pasadena and Los Angeles throughout the year. Turn over to learn more about the charrette process.

BACK

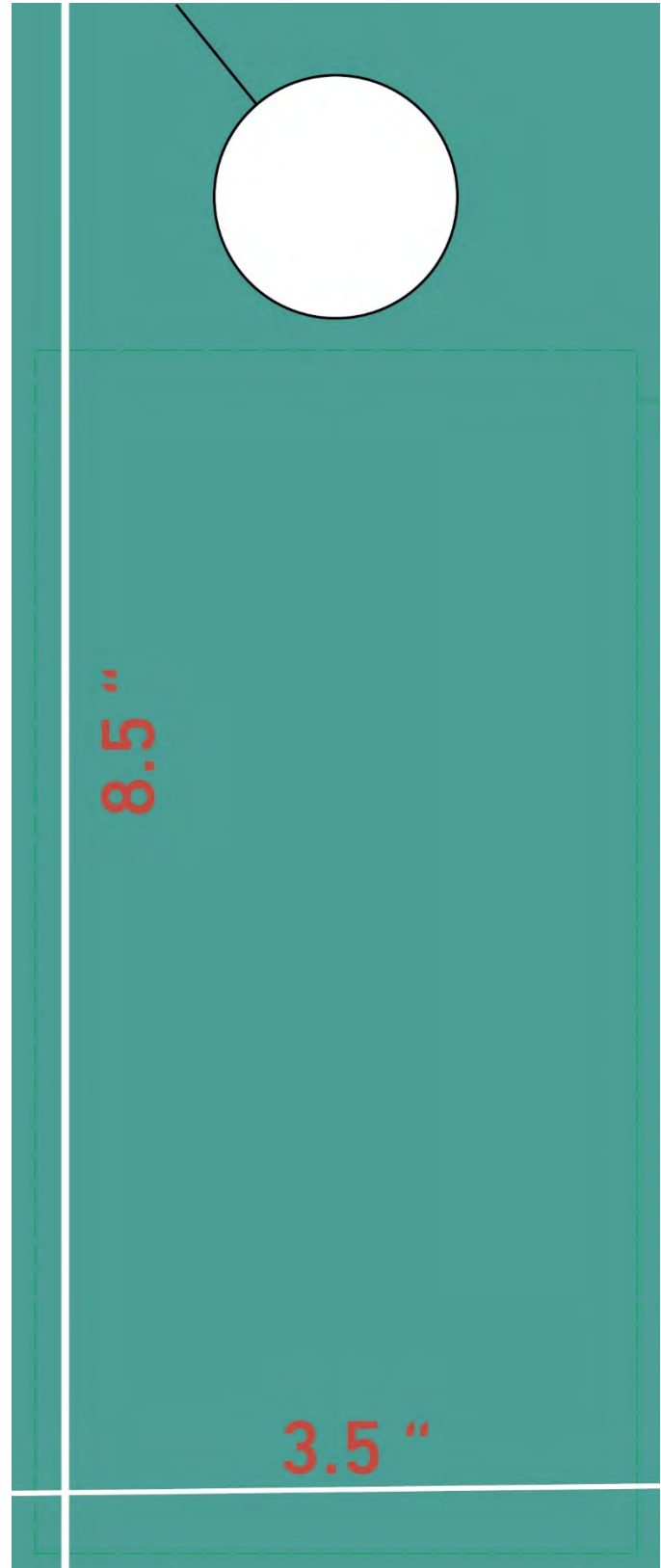
Heading: The Airport has a storied history in Burbank. It's essential that our community helps write the next chapter of the Hollywood Burbank Airport.

As we embark on planning and constructing a 14-gate replacement passenger terminal (RPT), we invite the community and stakeholders to join us for an interactive and iterative dialogue, also known as a charrette process, to help shape the design and functionality of the replacement passenger terminal.

Learn about the planned safety improvements and work with our team to design features and amenities that you would like to see in the replacement passenger terminal.

Can't make it?

Visit burreplacementterminal.com to learn more about the project, the charrette process and how you can participate online.



Website Copy

Hollywood Burbank Airport
Design Charrettes: Draft Website Copy
Updated: 02/14/19

Website Copy – Charettes Tab

The Hollywood Burbank Airport invites the community and stakeholders to join us for an interactive and iterative dialogue, also known as a charrette process. As we embark on planning and constructing the 14-gate replacement passenger terminal, this process, which will consist of six public charrette workshops in Burbank and one in each of the airport's neighboring cities – Los Angeles, Glendale and Pasadena – will gather community feedback and help shape the design and functionality of the replacement passenger terminal.

The charrette workshops are a collaborative and transparent process that will engage the community in an authentic conversation to solicit meaningful input. The workshops will focus primarily on safety improvements, design features and amenities that the community and passengers would like to see in the replacement passenger terminal. All members of the community who have an interest in the design of the replacement passenger terminal are encouraged to attend one or more of the six charrette workshops.

[Sub-Header] Schedule and Workshop Information

The first charrette workshop will take place on XX [date] at XX [time] at XX [location]. Additional information will be posted here in the near future with details on the timing and locations of the other workshops. Please continue to check back often.

Can't make the charrettes in-person?

We know how hard it can be to attend public workshops in-person. We created an online version of the design charrette workshop so you can participate at your own convenience. Visit [NEEDURL.COM](#) to share your feedback.

Responses to Stakeholder Interviews

Hollywood Burbank Airport Design Charrettes: Stakeholder Interview Questions

Purpose: The purpose of the outreach will be to engage the range of interest groups and civic/community leaders to educate them on the RPT process, and to hear their issues, opportunities and priorities as it relates to the potential design.

Stakeholders will also share their perspective on additional stakeholders and communication channels and networks that they recommend engaging in the design charrettes process.

At the end of each interview, the interviewer should ask the stakeholder to please spread the word, and encourage others in their network to participate in the charrettes process.

Questions asked to non-governmental stakeholders in region

1. How frequently do you or your coworkers use Hollywood Burbank Airport for business or personal travel?
2. What features do you like most about the current terminal?
3. What is your favorite airport in terms of design, amenities and function?
4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.
5. Are you interested in receiving additional information as we continue the design charrettes process?
6. Are there any additional stakeholders or networks that you recommend we engage with?

Questions asked to governmental stakeholders in region

1. How frequently do you or your staff use Hollywood Burbank Airport for business or personal travel?
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5. What is the best way to communicate updates as we continue the design charrettes process?
6. Are there any additional stakeholders or networks that you recommend we engage with?

The beginning of this document provides a high-level summary/general overview of the findings of the stakeholder interviews. Below, we have also detailed the complete answers provided in each individual interview, should you need them as a reference point.

OVERVIEW OF FINDINGS

Frequency of use

- Our stakeholders differed in terms of how often they use the airport, ranging from “occasionally,” to 3-4 or 8-10 times per year, to “every time I fly”

Features of the current terminal that stakeholder’s value:

- Convenience
- Location
- Ease of access
- Size of airport
- Ability to move quickly through security and to gate

Favorite airports

- Denver, Tampa, Seattle, Long Beach, Seattle, Vancouver, Sacramento, Reno, Dallas Love Field, San Jose, Oakland
- Stakeholders appreciated the accessibility of these airports and their proximity to public transit
- Appreciate good food choices, good seating
- Enjoy open feeling – high ceilings, glass, etc.

Desired amenities

- Children’s play areas
- WiFi access
- Access to plentiful outlets
- Water bottle filling stations
- More upscale/enhanced food and hospitality selections/more food options (including local eateries)
- Starbucks/more coffee
- Thematic/design elements that give a nod to Burbank’s unique qualities, including its entertainment industry
- Pet areas
- Clean, large lactation areas
- Better designed luggage area (and oversized baggage collection area)
- Safety improvements to bring the terminal into compliance with FAA distance regulations
- Designed with thought for the potential to become an international airport in the future
- Many stakeholders expressed that though they liked the size/convenience of the current terminal, it is a bit dated

Recommended communication tactics

- Social media (Instagram page)
- Most of our stakeholders indicated that they had received the e-blast/newsletter. They said they would like to continue receiving these updates, and many said they would plan to share these updates with their own member/constituent base.

Recommended additional stakeholders for outreach

- A full/running list of the additional stakeholders who our interviewees recommend we reach out to will be kept in the Stakeholder Outreach Tracking excel spreadsheet, in the “Addt’l Recommended Stakeholders” tab. Types of stakeholders we heard include:
 - o Neighborhood Councils
 - o Nearby cities (i.e. Santa Clarita)
 - o Departments of transportation/LADOT
 - o Churches/religious congregations
 - o LAUSD schools impacted by the airport
 - o Entertainment Partners/Cast & Crew (large entertainment payroll processing companies)
 - o Travel coordinators for large businesses (i.e. the travel coordinating department at Warner Bros., etc.)
 - o Spanish-speaking community organizations, as Spanish-speaking outreach is important in the area
 - o Business groups/chambers

INDIVIDUAL RESPONSES
COMPLETE ANSWERS

(respondents identity removed for anonymity)

Respondent One

Date Interviewed: 3/12/19

- 1. How frequently do you or your staff use Hollywood Burbank Airport for business or personal travel?**
 - a. Occasionally
- 2. What features do you like most about the current terminal?**
 - a. Small, easy to get in and out of, easy to drive into/pick up people
 - b. Small, accessible, not as much traffic as surrounding nearby airports
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Tampa, FL
 - b. Denver, CO
 - c. Both provide quick access to affordably priced public transit to get you to your next location
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Children's play areas
 - b. WiFi, outlets to charge your phone/charging outlets
 - c. Water bottle filling stations
- 5. What is the best way to communicate updates as we continue the design charrettes process?**
 - a. Are you talking to customers in terminal as they pass through?
 - b. Would be good to see updates on the Burbank airport Instagram page/social media
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. Neighborhood Councils – North Hollywood, Sun Valley, Glencrest Hills Neighborhood Watch, All Saints Church (wide distribution list), Wings of Hope Ministry (Spanish speaking branch of All Saints), Church of Latter-Day Saints Sun Valley (English and Spanish speaking), need to do a lot of Spanish-speaking outreach for this area
 - b. LAUSD – four schools (Sun Valley Middle, Fair Ave, Bellingham, Roscoe, Glenwood) that are impacted by the airport
- 7. Anything you've heard from constituents?**
 - a. Afraid that there will be added flights, gates; we've had to reassure people that it's going to be almost the same size/number of gates

Respondent Two

Date Interviewed: 3/12/19

- 1. How frequently do you or your coworkers use Hollywood Burbank Airport for business or personal travel?**
 - a. Some coworkers use it 3-4 times a year, others a couple times a year
 - b. Preference is to go in and out of Burbank, challenge is the flights/airlines that go out of there
 - c. Probably use it a dozen times a year between the 5 of them
- 2. What features do you like most about the current terminal?**
 - a. Easy to navigate, not bright and shiny but easy to navigate, easy to get through security, there's convenience beyond the location
 - b. Small and comfortable
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Burbank, Long Beach because they're easy, small, comfortable
 - b. About convenience as much as anything else
 - c. Smaller, more convenient without the craziness that you'd get from LAX is my preference
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Area for kids and pets would be nice (see that in a lot of airports)
 - b. A little higher end on the hospitality part – better food and drink/nicer places, more comfort in the waiting areas, a little more space
 - c. Would like to see some reflection on what the old terminal looked like, to see some of the old stuff around
 - d. Main priority: get me in and through as fast as I possibly can
 - e. You want it to be clean, comfortable, look nice – but you don't have to spend a lot of time there
- 5. Are you interested in receiving additional information as we continue the design charrettes process?**
 - a. Yes – especially as the meeting is scheduled in Pasadena (I can help find a venue once the date is confirmed)
 - b. I will send updates to members; the airport is important to a lot of members (fly people in and out a lot), as info is available would be happy to send it along
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. Pasadena – JPL; Educational Institutions – Cal Tech, ArtsCenter (have people come in and out quite a bit), Forest Lawn (people flying in for funerals), Mike Ross (Pasadena Convention & Visitors Bureau) + LA Convention and any other counterparts, hotel folks in Pasadena

Respondent Three

Date Interviewed: 3/13/19

- 1. How frequently do you or your coworkers use Hollywood Burbank Airport for business or personal travel?**
 - a. It's the only airport I use in the LA metro area; 8-10 times a year
- 2. What features do you like most about the current terminal?**
 - a. The convenience factor, it's close, easy to get in and out of, keeps me out of the LAX mess
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Denver airport
 - i. In the 90's, it was the only new metropolitan airport that had been built in the last 30-40 years
 - ii. The planning that went into it – Denver bought 55 square miles outside the city, the economic base grew up around it
 - iii. They put fiber optic infrastructure in, used it in first 15-20 years for airport related uses but voters passed a measure allowing it to develop with other uses too
 - iv. There was nothing out there to begin with, but probably the biggest economic center in the Denver metro area now
 - v. From an economic impact standpoint, very important
 - vi. Don't have noise issues because they're able to control it, don't let housing develop up next to it
 - b. Seattle airport
 - i. Bringing light rail into it now, provides another transportation/multimodal option
 - c. Would like to see that happen in Burbank (close proximity with Metrolink stations)
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Current terminal has been there since 1930, so it's time for an upgrade on all fronts
 - b. Food service, pet things are good
 - c. Most important thing is safety factor, moving terminal at least 750 feet away from center of runway; we're lucky we haven't had a serious accident out there
- 5. Are you interested in receiving additional information as we continue the design charrettes process?**
 - a. Yes – curious about City of Los Angeles (part of airport is within city limits of LA), since I saw LA City fight hard to shut the airport down in the 70's
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. Let me give it some more thought

Respondent Four

Date Interviewed: 3/14/19

- 1. How frequently do you or your coworkers use Hollywood Burbank Airport for business or personal travel?**
 - a. At least once every other month, but someone at our agency probably uses it monthly
- 2. What features do you like most about the current terminal?**
 - a. Metrolink connection ("Train to plane")
 - b. Ease of getting through security
 - c. User-friendly terminal in terms of getting to curb to gate, etc.
 - d. Everyone considers it their backyard airport, think of it as a neighboring airport
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Sacramento
 - i. Open
 - ii. Easy to use
 - iii. Natural lighting
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Better design features in current terminal
 - b. Better designed luggage area
 - c. More food options
 - d. Starbucks/more coffee
 - e. Design standards that help encourage mobility/connectivity/close to metro routes
 - f. Market train to plane connection
- 5. Are you interested in receiving additional information as we continue the design charrettes process?**
 - a. Email – web database
 - b. Landing page on airports website
 - c. Local community advisory group for design stuff - group that involves the chamber, local biz - biannual design updates; possibly a survey
 - d. Newsletter (through email)
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. City transportation commission has an ad hoc citizens commission
 - b. Maybe people in Santa Clarita
 - c. Other mobility-minded groups? LADOT/mobility-minded orgs? There might be a Dash route over there

Respondent Five

Date Interviewed: 3/20/19

- 1. How frequently do you or your coworkers use Hollywood Burbank Airport for business or personal travel?**
 - a. 2,575 flights for all employees of company
 - b. Personally, use the airport around once a month/8-10 times a year
 - c. Use for business and personal travel
- 2. What features do you like most about the current terminal?**
 - a. Ease of getting in and out
 - b. Parking options, including valet
 - c. Relatively quick / quicker than most airports TSA lines, even pre-check lines are much quicker
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Vancouver airport
 - b. Reno airport
 - i. Has done a nice job of designing the airport – architecture and interior design – woodsy, good feel, outdoor elements have been carried into airport
 - c. Sacramento airport
 - i. Relatively easy in and out
 - ii. Very open, high ceilings, lots of glass, feels more open even when it's crowded
 - iii. Pretty good food choices (Burgers and Brew, Dos Coyotes – restaurants in town that are also in the airport)
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Food choices tend to not be very good food – would look forward to having better food choices, bringing Burbank area restaurants in (Olive and Tyme, etc.)/local eateries that people are familiar with, know they're good quality
 - b. More open – like Sacramento, higher ceilings, open air feel
 - c. Better seating – seems like at Burbank, I'm more often trying to sit on the floor; I don't have that problem in Sacramento and most other airports (more seating/more adjoining seating/can walk to gate across/etc.) – not as easy in Burbank (maybe because there's only gates on one side in the Southwest terminal, so you can't go to a gate across the way to sit – if you leave the gate area you have to go next to it, where you might not be able to see what's going on, versus being right across)
 - d. Would be nice to have sufficient seating with appropriate charging stations
 - e. Concierge service at an airport waiting area? – so you wouldn't have to carry food back to the gate with all your bags, maybe you could order on an app and it would come to your gate
 - f. Company would like it to be, if possible, an international airport – designed with that in mind as an eventual option even if it's not one right away (after New York, Vancouver is probably the most frequent flight our employees take) – if Burbank wants to be a world-class media hub, need to think about designing that for the future
- 5. Are you interested in receiving additional information as we continue the design charrettes process?**
 - a. Wants to attend a charrette in person

- b. Company is generally supportive of the airport, obviously; because of controversy in last 20 years, didn't come out publicly to support; but behind the scenes, we've always been supportive; would like to see it be able to service more areas that would be helpful for our business

6. Are there any additional stakeholders or networks that you recommend we engage with?

a. Both Entertainment Partners and Cast & Crew are based in Burbank – largest employers in the area

Respondent Six

Date Interviewed: 3/21/19

- 1. How frequently do you or your staff use Hollywood Burbank Airport for business or personal travel?**
 - a. Frequently; probably weekly because there tends to be lots of training, etc.
- 2. What features do you like most about the current terminal?**
 - a. Convenience (having parking passes to the structure is convenient to park near terminal)
 - b. Easy security, easy in and out, no major lines
 - c. The convenience of getting on plane front and back
 - d. When leaving airport, it's a short walk, location is great
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Dallas Love Field
 - i. Small, regional airport, probably similar in terms of who flies out of there; noticeable difference in terms of number of stores, restaurants, how it's laid out (where you can sit and watch the planes), restrooms, modern conveniences of battery chargers are right there
 - b. San Jose, Oakland airports
 - i. In terms of local comparisons, both are nice and easy
 - c. Denver airport
 - i. Even though it's bigger and you have to navigate more, if you get stuck there there's priority lounges, etc. that are nice to hang out in
 - ii. Even when you're in the airport waiting you can look at artwork, if you have a dog there's a place for them to be, you can go to a store/restaurant to hang out, etc.
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Not enough things in terminal – restaurants, restrooms, seats (when it's time to board, you have to walk over people sitting in the aisles, etc.)
 - b. Old, small terminal, hasn't been modernized/not contemporary
 - c. Love to see priority lounge/some space like that
 - d. Baggage claim – it's going to need to be improved, not outside (I'm a golfer, and the oversized collection area is right by the 5-foot radius to smoke); kind of old school, baggage claim needs improvement
 - e. Chargers, restaurants, stores – just having more space to hang out like some of these modern airports have
 - f. Media stuff – so you can easily see where your plane is, along with other stuff happening in the world (CNN on, etc.)
 - g. Would love to see the airport make an impression as far as Burbank as a city, because it's an outgoing/incoming impression for travelers
 - i. Some sort of tie to who we are in Burbank; entertainment, media capital of the world
 - ii. An impression that this is where movies are made, where gaming is done
 - iii. Totally missing a display of what Burbank has to offer – they have Amelia

Earhart, Lockheed – but the current city is about entertainment, videogaming,

that needs to be a big thing that's integrated into design/aesthetics; give that impression somehow (especially since it's the Hollywood Burbank Airport)

- h. Not directly terminal related; rental car facility – because that is weird with lights, it's kind of a concrete nothing, etc. – putting artwork/stuff
 - i. It might be good to have some things like the movie posters outside of WB, because that's one of the first things people see; stuff like that that signifies entertainment, that lets people see what Burbank is all about

5. What is the best way to communicate updates as we continue the design charrettes process?

- a. Have all the dates, planning to post to their site (and will post any info they're given) – will retweet/repost social media
- b. Get email updates from the airport

6. Are there any additional stakeholders or networks that you recommend we engage with?

- a. City Manager Ron Davis
- b. Patrick Prescott – City of Burbank

Respondent Seven

Date Interviewed: 3/25/19

- 1. How frequently do you or your staff use Hollywood Burbank Airport for business or personal travel?**
 - a. Monthly, staff flies up through Burbank a couple times a week
 - b. Staff uses airport less frequently but every now and then
- 2. What features do you like most about the current terminal?**
 - a. Parking is easy
 - b. Small, easy to get through, can get through it quickly
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Burbank is preferred airport because of where we live
 - b. Dread going through LAX because of the traffic, but they've done a nice job of upgrades (Tom Bradley is a nice terminal)
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Lactation room in Sacramento is conveniently located and small, would like to see something clean like that that's available
 - b. Character of San Fernando Valley, telling story of our community – history of the Valley, history of the Burbank community should be included/reflected
 - c. More food options
 - d. Lots of bathrooms
- 5. What is the best way to communicate updates as we continue the design charrettes process?**
 - a. Email communication
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. Engaging community not just immediately surrounding airport; Studio City, Sherman Oaks, Encino, Valley Village, North Hollywood
 - b. Reaching out to chambers as good intermediaries, help connect with businesses, allow us to get more in touch with these groups – Sherman Oaks Chamber, Studio City BID (person who runs BID used to run Sherman Oaks Chamber), Encino Chamber (pretty active), Universal City Chamber (less active)

Respondent Eight

Date Interviewed: 3/26/19

- 1. How frequently do you or your coworkers use Hollywood Burbank Airport for business or personal travel?**
 - a. Two to four times a year.
- 2. What features do you like most about the current terminal?**
 - a. Rear-boarding – it's what makes Burbank unique
 - b. Convenience is a huge factor; I generally park off site at the A or C lots, but affordable one day parking is available right near the terminal
 - c. Parking proximity
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. San Francisco Virgin Terminal – Bright, airy, reduced travel stress with a lot of personal space; food options feel like San Francisco
 - b. Sacramento – Fairly convenient, easy to get there before flight and be on time, ton of concession; functional, but nothing exciting.
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Design aspects that make it feel bigger than it is – light and airy
 - b. Eating options that are more fit with local offerings to showcase the region; e.g. BBQ in Austin airport.
 - c. Electricity outlets
 - d. Restaurant
 - e. Not important to theme airport off Hollywood; most people who fly in/out of BUR are already familiar and understand the region and the important of entertainment/Hollywood.
 - f. People enjoy BUR for what it is; have modern facility but maintain the accessibility and “small town” feel.
 - g. Appropriate levels of seating (a lot of sitting on carpet along wall)
- 5. Are you interested in receiving additional information as we continue the design charrettes process?**
 - a. Yes, newsletter or email communication would be best.
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. We will let the Airport know if we have any members that should be engaged throughout the charrette process.

Respondent Nine

Date Interviewed: 3/29/19

- 1. How frequently do you or your staff use Hollywood Burbank Airport for business or personal travel?**
 - a. Well over one hundred trips per year.
- 2. What features do you like most about the current terminal?**
 - a. Pretty straight forward and easy, you know where you're going when you get there.
 - b. Valet parking – just used for the first time and was quite impressed
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Denver has nice amenities; restaurants just about everywhere
 - b. Vegas – reflects Vegas itself
 - c. Reagan International – underrated from an aesthetics point of view; represents D.C.
 - d. However, predominately utilitarian by nature – just want to get in and out.
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. From the perspective of our business – we need to get in and out as soon as possible.
 - b. Charging stations by seats in case we need to do work during a delay, etc.
 - c. Restaurant with a bar
- 5. What is the best way to communicate updates as we continue the design charrettes process?**
 - a. No response
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. No response

Respondents Ten and Eleven

Date Interviewed: 4/1/19

1. How frequently do you or your staff use Hollywood Burbank Airport for business or personal travel?

- a. At least 3 to 5 times per year for personal use; in terms of overall staff, another 30 plus times per year.

2. What features do you like most about the current terminal?

- a. Respondent Ten:
 - i. Accessibility, ease of parking with no need for shuttle.
 - ii. In and out without any hassle.
 - iii. Shuttles have been very accessible when I have used them with family.
 - iv. Your own “private” airport feeling
- b. Respondent Eleven:
 - i. No traffic jams like LAX, drop off right outside terminal.

3. What is your favorite airport in terms of design, amenities and function?

- a. Respondent Ten:
 - i. Dallas: Bright with great signage. Accessibility of restaurant was great.
 - ii. Phoenix: Bright, easy access
 - iii. LAX: As painful as it is to get there and despite the bad signage, the restaurants in the international terminal is very good.
- b. Respondent Eleven:
 - i. Heathrow: Took 10-15 minutes to get out of plane, on train and out of the airport.

4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.

- a. Respondent Ten:
 - i. Food and bars; better food selection, maybe some international/varied choices and more sit-down choices for people that have time to kill.
 - ii. Charging stations especially since it is a commuter airport.
 - iii. Evaluate shopping needs if passengers have the time to shop considering most people want to be in and out ASAP.
 - iv. Importance of entertainment industry is huge: Bob Hope Airport was iconic. No matter where you’re from and what you do, entertainment is something that draws people. Would be great to have the Disney and Warner Brother’s of the world a part of it.
 - v. So much to do on the walls and empty space: Murals, color and bring this region into focus as it related to the entertainment industry.

- vi. Ability to purchase tickets or pick-up pre-purchased tickets to local entertainment options: Pantages, Alex Theater, Pasadena Playhouse/Performing Arts Center, Disneyland, etc. Some sort of concierge service.
 - b. Respondent Eleven:
 - i. Charging stations
 - ii. Bars
- 5. What is the best way to communicate updates as we continue the design charrettes process?**
- a. Continue emails with updates.
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
- a. Suggest you speak with the hospitals (USC Verdugo Hills, Memorial Adventist, Dignity) as they have a lot of travel and are large employers.
 - b. New Nestle building operator: Service Titan

Respondents Twelve and Thirteen

Date Interviewed: 4/1/19

- 1. How frequently do you or your coworkers use Hollywood Burbank Airport for business or personal travel?**
 - a. Respondent Twelve: Use it four times a month. Around 60+ times per year for all staff.
 - b. Respondent Thirteen: Use it about once a month for personal and business
- 2. What features do you like most about the current terminal?**
 - a. Respondent Twelve:
 - i. Ease of access
 - ii. Valet: If you're running late, you're probably still going to make your flight
 - iii. Fly-by lane; TSA pre-check lane
 - iv. Even if you're all the way in A9, and you're late, you can probably make flight
 - b. Respondent Thirteen:
 - i. Can get onto airport property 30 minutes before departure and still make your flight.
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Respondent Twelve:
 - i. Sacramento: Food court, good seating
 - ii. Dallas Love Field: Plenty of seating and good food court.
 - iii. Sacramento: Don't love that you need to take a shuttle to terminal.
 - iv. Dallas Fort Worth: Kids play area.
 - b. Respondent Thirteen:
 - i. Calm and quiet; sound absorbent material
 - ii. High quality PA system for announcements
 - iii. A lot of spaces to work and relax
 - iv. Terminal 2 at Heathrow: Quiet, plenty of places to eat and relax, bright and open.
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Respondent Twelve:
 - i. Sections for kids; playgrounds
 - ii. Valet NEEDS to be near terminal; no shuttle required
 - iii. Opportunity to buy a parking space: Enough companies would buy a parking space
 - iv. No enough seating currently, when flights are stacked, delayed and cancelled
 - v. More food options; try to class-up the airport. Cheaper priced food (\$18 breakfast burrito!)
 - vi. Charging stations, work stations
 - vii. Lounges: American Express, etc.
 - viii. Baggage claim accessibility
 - ix. Pre-security waiting/sitting area
 - b. Respondent Thirteen:
 - i. A lot of space for check-in area and space for TSA lines

5. **Are you interested in receiving additional information as we continue the design charrettes process?**
 - a. Communication through email is best
6. **Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. None at the moment.

Respondent Fourteen

Date Interviewed: 4/10/19

1. How frequently do you or your coworkers use Hollywood Burbank Airport for business or personal travel?
 - a. Varies; twice a month or maybe more depending on what routes I take (non-stops to Santa Rosa/Eureka only fly out of LAX, winter travel season there aren't those direct flights into smaller airports)
2. What features do you like most about the current terminal?
 - a. Most people love Burbank airport; only hear positive things, especially in contrast to LAX (more difficult to navigate, more traffic); huge amenity to have local airport that's accessible, not overly complicated, can get in and out seamlessly
 - b. Legislators love it, makes it super easy to go to the airport on a weekly basis
 - c. Predictability about the airport, the timing is consistent to get through security, parking, etc.
3. What is your favorite airport in terms of design, amenities and function?
 - a. Tokyo Narita airport – clean, great comfort amenities there
 - b. Denver airport – nice design, has more modern features; took family through there and there were lots of family friendly food options (good to have balance of options between fancier amenities/more creative food options and easier kid-friendly food options)
4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.
 - a. United doesn't have a real pre-check line
 - b. People don't want to lose the ease of travel that Burbank allows
 - c. Ease of travel is the number one thing; amenities would be nice but it's all about the ease
 - d. Terminal is dark, seems like it would be nicer if it was bigger/brighter
 - e. Child amenities would be good
 - f. Work stations – on United side, have bar stools with plugs, nice to have (always pretty busy)
 - g. Making sure it's connected to mass transportation; what is status of metro connectivity?
5. Are you interested in receiving additional information as we continue the design charrettes process?
 - a. Sure – probably won't be able to attend, so any information would be good.
6. Are there any additional stakeholders or networks that you recommend we engage with?
 - a. Pacoima Beautiful – might have good perspective (balanced environmental organization)

- b. Wendy Mitchell - Attending Physician, Division of Neurology for CHLA. Works on developmental health problems with children and could have good insight on ADA/accessibility.
- c. Marcella Ayala (works for construction company Bernards but prior did a lot of infrastructure work, worked on the Denver project)
- d. The Valley Economic Alliance

Respondents Fifteen and Sixteen

Date Interviewed: 4/11/19

- 1. How frequently do you or your staff use Hollywood Burbank Airport for business or personal travel?**
 - a. Respondent Fifteen: Quarterly for conferences.
- 2. What features do you like most about the current terminal?**
 - a. Respondent Fifteen:
 - i. Ease of access
 - ii. Getting to airport is easier than most; off main boulevard.
 - iii. Not afraid to use long-term parking, it's clear and easy to understand.
 - b. Respondent Sixteen:
 - i. Convenience of the security; through security and to gate in less than 20 minutes.
 - ii. Long-term parking is easy and close.
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Respondent Fifteen:
 - i. Dallas Love Field: Felt like what Burbank could be, ease of access to Downtown Dallas; size was easy to navigate; plenty of restaurants and amenities, bright and high windows that face tarmac. Connected to transit.
 - ii. Canton Ohio Airport: Most convenient car rental area.
 - b. Respondent Sixteen:
 - i. Huntsville, Alabama: Less busy than Burbank; waiting area for cars picking up passengers; single concourse. Similar size with 12 gates.
 - ii. Sacramento: Newer terminal; convenience of ticketing, baggage and security in one area; spacious when waiting at gates; multiple places to sit, eat and relax before flight. Bright and open. Consolidated rental car area. Can access ground transportation from two sides of the building.
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Respondent Fifteen:
 - i. Comforts: Place to sit, coffee, place to buy snacks, restrooms.
 - ii. Nowhere to sit at current terminal that wasn't a dining area or an area waiting to board a plane.
 - iii. Lounge area with plenty of outlets.
 - iv. "Do Less." Clean, simple, beautiful. Not being afraid of simplicity and beauty. Don't make too big of a statement because it can quickly become dated. Architecture that lasts decades.
 - v. Public art component visible inside and out that you can see day or night.
 - vi. Architectural lightning.

- vii. Integrating the parking structure design with Airport.
 - viii. Do something about the RITC to incorporate it with the design of RPT.
 - ix. No red tile roofs, we're not Santa Barbara.
 - x. If we choose walls of glass; how do we provide shade?
 - xi. Materials that last (Terrazzo floors), colors that aren't easily dated.
 - xii. Nothing tacky, garish.
- b. Respondent Sixteen:
- i. Work space for business travelers using the Airport; plugs and amenities. Space for business travelers to make phone calls. More isolated from terminal noise.
 - ii. Family-friendly areas for people with children.
 - iii. Not a hub airport; people aren't really hanging around for several hour layovers. Journey starts or ends in Burbank usually.
 - iv. Ample restrooms with privacy; spaces for nursing; unisex restrooms especially for people with kids.
 - v. The views from the airfield, mountains and valley. Windows and open sight lines to capitalize natural landscape.
 - vi. Public art should focus on aviation history and Hollywood connection.
 - 1. Although, have to be careful with future generations who might not understand the history connection (Bob Hope, Lockheed, etc.)
 - vii. California native, drought-tolerant landscaping.
 - viii. Make sure other structures from public right of way such the RITC can pick-up on designs cue from RPT.
- 5. What is the best way to communicate updates as we continue the design charrettes process?**
- a. Email and calls.
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
- a. City of Burbank Economic Development Department.

Respondent Seventeen

Date Interviewed: 4/11/19

- 1. How frequently do you or your staff use Hollywood Burbank Airport for business or personal travel?**
 - a. Once a month. Mostly use LAX because of direct D.C. flights.
- 2. What features do you like most about the current terminal?**
 - a. Speed through security.
 - b. Ease of drop off/pick up.
 - c. Convenient location, connectivity to Metrolink (train-to-plane).
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Heathrow Airport – Mall area with lots amenities
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Glass and natural light
 - b. Open space.
 - c. Don't like those oppressive cement box airports like Paris-CDG.
 - d. Charging stations near seats
 - e. Don't like people sitting on the floor
 - f. Lounges for frequent fliers
 - g. Better food
 - h. Navigation screens/signage are helpful
 - i. Spa/massage chairs
 - j. Honor those that work at the airport ... TSA, airline workers. They are invisible for the most part, but the men and women of the workforce should be honored.
 - k. Amenities/eateries before security so people have a space to relax with friends and family before going through security.
 - l. Kiosk and bag-drop off instead of lines for gate agents
- 5. What is the best way to communicate updates as we continue the design charrettes process?**
 - a. Email is the best.
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. Hollywood Chamber of Commerce

Respondent Eighteen

Date Interviewed: 4/15/19

1. How frequently do you or your coworkers use Hollywood Burbank Airport for business or personal travel?
 - a. Significant number of daily travel by the entire company. Will use BUR or LAX depending on destination but use BUR more.
2. What features do you like most about the current terminal?
 - a. Ease of use. You won't have crazy long security lines or stuck in car traffic. Simplicity. Quickness of in-and-out of travel.
3. What is your favorite airport in terms of design, amenities and function?
 - a. New Terminal 1 (Southwest) at LAX. It feels open, lots of light, good variety of food and shopping options.
 - b. Have heard great things about the new Tom Bradley Terminal as well.
4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.
 - a. Variety of food options and where they're located throughout the terminal
 - b. Access to parking and ground transportation must be retained, as well as make it easier to use ride-share services
 - c. More charging stations and variety of seating stations
 - d. Family-friendly is a great idea
 - e. Baggage claim is currently slow and cramped, so an update to this would be good
 - f. Wants to keep rear entry for boarding/disembark for timeliness
 - g. Loves the idea of connecting the terminal to the area's diverse entertainment sector
 - i. Could be permanent or rotating displays/installations
 - h. Suggests light and open, and doesn't feel like the ceiling keeps getting lower and lower like current terminal.
 - i. Provide a warm environment and the 300-plus days of sunshine we're lucky to have
5. Are you interested in receiving additional information as we continue the design charrettes process?
 - a. Yes, please do
6. Are there any additional stakeholders or networks that you recommend we engage with?
 - a. We have them all covered.

Respondent Nineteen

Date Interviewed: 5/8/19

- 1. How frequently do you or your staff use Hollywood Burbank Airport for business or personal travel?**
 - a. At least once monthly for business travel; only use LAX out of necessity to travel east.
 - b. Flight out of Burbank every 6 weeks to travel to Seattle
- 2. What features do you like most about the current terminal?**
 - a. Double loading for the nostalgia.
- 3. What is your favorite airport in terms of design, amenities and function?**
 - a. Don't make it drag on; keep you in the building.
 - b. Can't hardly think of an airport that I like.
 - c. Burbank for how old it is; it's one of my favorites. It's ugly, but it's quick and functional.
 - d. Airports are not convenience for travelers, but for airlines.
 - e. Reagan Airport – Small and next to downtown; get in and get out
 - f. Urban airports because they're convenient; do job and go home.
- 4. What design features and amenities would you like to see in the replacement passenger terminal at Hollywood Burbank Airport? Just to give you some ideas this could include: pet friendly stations, children areas, nursing stations, food services, work stations, landscape, art, etc.**
 - a. Nice despite noise complaints, convenient because of location.
 - b. Nice gate areas with adequate seating with connectivity in seat
 - c. Nice security with enough area for passengers to avoid long queues
 - d. Doesn't need to be amenity rich
 - e. Focus on convenience; flow and ease of access
 - f. Double loading
 - g. Buildings of Avion project with overshadow the terminal
 - h. Entrance off Hollywood way should be architecturally an integral part of RPT. And leaving terminal going into City. Go look at studios entrance.
 - i. RTSC should be as well; latest movies; advertisements similar to Warner Bros.; what does Burbank do? We make movies.
 - j. How does somebody experience Burbank? We are media.
 - k. Art Deco please! Executed well; tall big ceilings; tuck bagging or security administration to basement will open ability to create big open areas.
 - l. Need people mover to get people to rental car facility.
 - m. Think of commercial aspect; this Airport is part of the engine that makes
- 5. What is the best way to communicate updates as we continue the design charrettes process?**
 - a. Email would be best.
- 6. Are there any additional stakeholders or networks that you recommend we engage with?**
 - a. Nickelodeon and Cartoon Network

Design Charrette Workshop #1 Transcription

Design Charrette #1

Design Charrette Workshops

Transcription

Individual Discussion Group Summaries

The following attachments include transcriptions from the group discussions that occurred at Design Charrette Workshop #1. Participants discussed their vision, potential stories and design features and amenities that they would like to see integrated into the RPT's designs.

Group 1

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Incorporate iconic features - San Francisco Mission, arches
- Designs should be calming
- Integrate natural spaces indoors and outdoors
- Reflect an identity that is unique to Burbank
- Bring in natural outdoor lighting
- Design should reflect functionality
- Simple and easy, yet enduring
- Simplify mobility by integrating areas to drive-up and park with ease
- Efficient and family friendly
- Preserve historic architectural styles
 - Spanish
 - Mission (i.e., Burbank's main post office)
 - Art-Deco
 - Central entries
 - Integrate Universal Design elements
- Design for accessibility for everyone (i.e., children, families, disabled individuals)
- Create a local gateway to the U.S.A.
- Reflect innovation by showcasing aviation history and its influence on jobs and the economy

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Integrate water sights and sounds
- Reflect local culture (i.e., immigrants, multicultural communities, Pasadena and the Rose Parade, and familial atmosphere)
 - Integrate features that reflect LA/Hollywood (i.e., local recreational amenities, glamour, the L.A. Zoo, Griffith Park, trains)
- Represent the connection to Glendale locals and neighborhoods

Question #3: What are your highest priority **design features and amenities**?

- Create a sense of flare for all ages through the use of local art
- Balance design with local and unique attributes
- Make the airport friendly for families and kids, make amenities accessible for both parents (i.e., family bathrooms, stall types, changing tables)
 - Elements that cater to families with children should also be respectful of others without kids
- Integrate features that enhance mobility and accessibility through the use of (ramps, moving walkways, small carts)
- Minimize people congestion and make deplaning and baggage claim efficient
- Provide alternatives to stairs
- Create comfortable environments that relieve stress
- Integrate smart parking systems
- Accommodate electrical vehicles in parking areas
- Include a variety of local and authentic food and beverage options
- Implement an airport app that does not require a download
- Utilize auditory and visual displays to announce gate information
- Incorporate interactive displays for people waiting in lines

Group 2

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Integrate areas/zones for work
- Design for convenience – use stairs for rear plane boarding
- Integrate accessible features and an open design
- Reflect design character of the 1930s and 40s
- Implement Lockheed & Hope legacy
- Create flexible environments with movable roofs and walls
- Reflect motion pictures of the 1930s
- Use the highest quality design standards
- Aim for LEED Certification and the WELL Building Standard
- Use sustainable landscaping

- Integrate public art into the RPT
- Reflect Arrow in the OKC industry
- Integrate local influences to create a sense of place
- Include native elements
- Integrate natural lighting through the use of glass
- Incorporate a mountain view
- Cultivate a sense of comfort through the use of warm and inviting colors
- Integrate modern amenities throughout the terminal

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Utilize local iconography (i.e., entertainment industry, Rose Bowl and Parade, Pasadena, Burbank City Hall, local businesses)
- Forward-thinking and honoring the Lockheed history
- Art Deco architectural style
- Small town – “Convenience since the 1930s”

Question #3: What are your highest priority **design features and amenities**?

- Include children’s play areas
- Utilize high-quality textures and construction materials
- Integrate business areas throughout the airport
- Provide a variety of food options (i.e., grab ‘n’ go, sit-down restaurants, bars, food trucks, Magnolia Park inspired)
- Incorporate family-friendly features
- Connect to a Disney theme
- Create transit accessibility by integrating rideshare areas and pedestrian connectivity
- Utilize an open and accessible design
- Add water refill stations
- Include public art galleries
- Create opportunities for interaction

Group 3

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Use cost effective and durable materials to create a timeless and earthquake proof design
- Integrate advanced technology
- Include more spaces for TSA for faster lines

- Widen airplane seats
- Incorporate an environmental tarmac
- Integrate observation areas like SeaTac
- Create functionality for airlines & passengers
- Incorporate environmental sustainability in design features (i.e., white concrete, large tinted windows)
- Include Hollywood-influenced sculptures
- Integrate smart technology to increase accessibility, ease of use, and convenience (i.e., “Kiss & Ride” area)
- Include food & beverage options (i.e., convenient concessions and local contextual restaurants like Porto’s and In-N-Out)
- Incorporate additional arrival and departure screens
- Create spacious areas for comfort
- Connectivity to multi-modal transit options
- Add an area for kids
- Reflect Spanish-style architecture
- 1930s modern Hollywood Regency
- Integrate modern architectural style and amenities inside the terminal (i.e., Ontario Airport)
- Reflect a historic design on the exterior

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Showcase the evolution of media
- Include local entertainment assets (i.e., Nickelodeon, Warner Brothers, Disney movie industry)
- Tell stories of people (i.e., Amelia Earhart, Marilyn Monroe, Johnny Carson)
- Include local amenities (i.e., mountains, scenery, diverse climate, weather, beauty of Burbank)
- Lockheed Martin
- Tournament of Roses/Rose Parade
- Iconic traffic
- Include local iconic eateries like Porto’s and In-N-Out

Question #3: What are your highest priority **design features and amenities**?

- Multi-modal transit connectivity
- Observation tower
- Ease of use, comfort, and convenience
- Create a destination and experience
- Integration of technology (i.e., Wi-Fi, charging stations)

- Provide spaces for local art
- Incorporate workstations in lounge areas
- Widen bathrooms
- Enhance accessibility by adding ADA Ramps
- Include pet “potty” areas
- Make the terminal non-smoking
- Consider cleanliness of the airport
- Integrate lactation stations for mothers
- Begin traffic control at freeway exits
- Include technology wayfinding
- People movers
- Enhance parking
- Integrate drought-resistant landscape
- Add off-site and curbside check-in

Group 4

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Reflect the aviation & entertainment Industries
- Pay homage to the 1930s in structure and design (i.e., art deco with modern elements)
- Utilize entertainment industry imagery (i.e., Disney, Warner Brothers)
- Integrate open and airy courtyards indoors and outdoors
- Utilize glass in the terminals design
- Provide a place to watch flights
- Juxtapose the old with the new
- Integrate “smart” plantings
- Provide transportation connections to local trains (i.e., Amtrak, Metrorail)
- Create an inviting “wow” factor

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Aviation History (i.e., Amelia Earhart, WWII, Skunkworks, stealth plane technology)
- Entertainment industry (i.e., tv, movies, celebrities)
- Agricultural History

Question #3: What are your highest priority **design features and amenities**?

- Include drop off zones and rideshare/cab facilities

- Priority lounges for business travelers
- Quality shopping (i.e., souvenirs, sundries, snacks)
- Integrate quality dining areas (i.e., cocktail lounge - in a fuselage)
- High ceilings
- Pleasant walking areas
- Cool refuge from heat
- Incorporate water features into the terminal's design
- Add an abundance of restrooms
- Wi-Fi
- Include workstations
- Incorporate adaptive and responsive designs with feedback mechanisms
- Electrify ground vehicles
- Enhance luggage facilities

Group 5

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Include creative sign boards
- Integrate a wine bar into the terminal
- All visual elements should be “short and sweet”
 - Consider that people don't spend much time wandering and they want to be able to get to their gates in a quick and orderly way
- Integrate interactive artwork – SAC as example
- Mosaic tile art
- Include a dynamic section that details the history of the City
- Incorporate high ceilings to create an airy feel
- Provide views of surrounding hills and mountains
- Maintain covered feature outside of the terminal
- Integrate a flower petal design for departure and arrival board (i.e., California poppy flower in design)
- Reflect Burbank/Craftsman character through the use of brass & gold
- Do not use primarily stainless-steel
- Use a “homey” design inspired by California artisanal style
- Avoid designs that are reflective of an over-grown bus stop
- Talk to historical society for true history of Burbank and what to add
- Consider the demographics of regular users of airport
- Make flights affordable to compete with LAX

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Tell stories of Hollywood (i.e., studios, old Hollywood stars, glamour of travel)
- Reference to old name “Hollywood/Burbank”
- Include a Bob Hope screen with “Thanks for the memories”
- Incorporate agriculture and farmland information to present what was grown here (i.e., Cantaloupe was in old seal of city)
- Acknowledge former ranchers
- Represent history in decades
- Include aerospace history such as, McDonald Douglas and Skunkworks
- Highlight Native American history, not just Hollywood
- Incorporate a video skylight where you can see historic planes
- Include the Rose Bowl/Parade

Question #3: What are your highest priority **design features and amenities**?

- Create efficient usage of space through design
- Include a candy store like See’s Candies
- Provide an observation deck
- Integrate a dog/pet area with a dog run into the terminal’s design
- Provide practical and comfortable seating options
- Include a play area for kids (i.e., free character library or reading nooks)
- Under seat plugs at every seat to avoid leaving phones at isolated stations
- Provide quiet meditation rooms with outside gardens to calm nervous flyers
- Add food amenities (i.e., quality pizza, breakfast, toasted bagels, Starbucks, juice bar, local wine bar, craft beer bar)
- Incorporate movement and flow
- Add intermittent spots for food and other amenities
- Incorporate access to all 14 gates through a centralized TSA entrance
- Include outdoor courtyards
- Integrate moving sidewalks or monorail to minimize walking far distances
- Always provide ramp access for plane boarding
- Connect terminals to public transit
- Incorporate seating that allows bags to be stored and out of the way
- Provide a restroom every three gates
- Interactive exhibits with mini tour and history
- Integrate bar-height seating with plugs for grab and go food areas
- Include nursing pods
- Include an updated luggage carousel

Group 6

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Avoid designs that may create overcrowding
- Include visual of air-traffic control - “How sausage is made”
- Incorporate modern entertainment that shows the future and evolution of technology
- Showcase Entertainment history by including Disney-sponsored elements and various studio partnerships
- Create an open air feeling
- Incorporate iconic design elements (i.e., water features, Disney-inspired elements, bent metal design, seamless glass, security features)
- Include the airport’s history
- Include models of Lockheed aviation
- Emphasize the guest experience through various themes (i.e., “Airport of the Future”, technology integration, memorable elements)
- Create undulation in the terminal (i.e., LAX Terminal 1)
- Incorporate joyful instructional and welcoming
- Create calming and soothing areas, “like a spa”, through the use of smell and sound
- Decompression with volume, especially at checkpoint
- Consider all airport users by incorporating Universal Design features

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Tell a positive narrative
- Include museums with relics
- Reflect the history of surrounding areas (i.e., the San Fernando Valley, Pasadena)
- Incorporate photos and Stories of celebrities that passed through the airport
- Include a replica of studios
- Show local commercial history (i.e., Trader Joe’s)
- Include the Rose Bowl (i.e., parade, concerts, Tournament of Roses organization)
- Partner with studio artists for input
- Include a playground designed by Disney

Question #3: What are your highest priority **design features and amenities**?

- Widen seats

- Include charging stations for various devices
- Add Meet & Greeters
- Prioritize food and beverage options
- Enhance mobility within the airport through the use of shuttles
- Incorporate intuitive wayfinding for ticketing
- Utilize ground signage and label the exterior with gate information
- Include media walls within airport
- Add family and pet amenities
- Include smoking areas
- Concierge for tickets
- Enhance ground transportation access

Group 7

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Make an architectural statement
- Provide an open, light, and fresh design
- Pay homage to the fast and futuristic aerospace industry
- Create convenience and simplicity (i.e., access to restrooms, proximity to gates and lounge areas)
- Aim for LEED certification
- Make the design green and sustainable to offset jets
 - Provide multi-modal access to combat traffic issues
- Small airport experience (No jetways)
- Include advanced technology
- Incorporate art opportunities
- Celebrate the history of studios and aerospace within the area
- Local foods (i.e., Armenian, local breweries, spacious restaurants, Porto's)
- Add indigenous plants
- Provide an observation deck
- Use glass and metal
- Utilize design to emphasize materials
- Create a family-friendly environment
- Make the airport entertainment centered

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Autrey Museum Research Center (Burbank)
- Parson's School of Design

- Norton Simon Museum
- Rose Parade
- Aerospace and technology hubs
- TV Studios (i.e., DreamWorks)
- Jet Propulsion Laboratory
- Include the stories of local celebrities (i.e., Debbie Reynolds, Bob Hope, Jay Leno, Ron Howard, Tim Burton, Johnny Carson, Clark Gable, Nat King Cole)
- Showcase the agriculture history

Question #3: What are your highest priority **design features and amenities**?

- Include lockers and showers
- Showcase “sense of place”
- Create a visual and informational pathway from the past through the present and leading into the future
- Include Wi-Fi
- Provide a pet area
- Include a craft beer area
- Incorporate mom pods and areas for kids

Group 8

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Long Beach Airport’s design
 - Outdoor areas
 - Light absorbent materials
 - Adequate planting
 - Central walkways
- Depict the golden age of travel
- Mid-century modern Art Deco
- Use design influences from Heathrow’s terminal #5
- Create quiet areas
- Integrate windows to allow the view of planes
- SeaTac inspired (i.e., grand hall)
- Incorporate an accessible observation deck
- Include an outdoor bar garden and wine bar
- Preserve history
- Incorporate a historic timeline through the usage of memorabilia, and historical artifacts
- Design a contemporary terminal

- Incorporate design features for Sustainability both internally and externally (i.e., natural light, efficient water stations)
- Include virtual assistance to help with distributing gate information
- Add translucent canopies
- Old Glendale Airport - Flower Street
- Design front and rear passenger loading
- Utilize earthquake-proof glass
- Integrate Hollywood relics
- Include complimentary amenities
- Enhance airport technology by integrating wireless charging stations and 5G Wi-Fi
- Ensure adequate seating in loading areas
- Create an interactive and educational terminal
- Utilize earth tones by integrating natural colors and water features
- Create a historic plane playground for visitors

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Skunkworks and Burbank's role
- Include palm trees
- Depict the courtyard-style apartment era
- Incorporate the Rose Bowl and the green sceneries of Pasadena
- Include an Amex. Centurion Lounge that is not limited to high-mileage passengers
- Showcase Hollywood (i.e., Disney, famous airport patrons, Warner Brothers)
- Depict the local aviation history
- Include local food and beverage icons (i.e., Porto's, Bob's Big Boy, Roscoe's Chicken and Waffles, Trejo's Tacos)
 - Rotate food vendors and accommodate space for food trucks
- Incorporate story elements that make the airport "magical", "different", and fun
- Add a rain exhibit
- Create themed gates that depict famous people, aviation heroes, movies, and the Red Carpet
- Design Selfie Backgrounds
- Integrate experiential design by adding memorable and magical features
- Design buildings with mountains and views that show the Local mountain landscape
- Use Jan Jose Floating Arch as inspiration
- Integrate recent talk shows (Ryan Seacrest), radio and podcast stories
- Create a VIP experience

Question #3: What are your highest priority **design features and amenities**?

- Integrate exposure to daylight in restrooms by adding floor-to-ceiling windows
- Design for flow, functionality, and efficiency
- Make navigation quick and efficient
- Enhance security features
- Create equity between taxis and rideshare
- Include local products and stores for all price points
- Include power outlets for tech devices
- Use a pleasant intercom – minimize noise pollution
- Utilize auditory and visual cues for wayfinding
- Don't underestimate the power of good lighting – avoid fluorescent lighting
- Incorporate open windows at gates
- Include treadmills, bikes, and showers
- Integrate bike amenities for passengers and employees
- Create a healthy lifestyle environment
- Add pet-relief facilities
- Accommodate different boarding styles
- Add an indoor walking track
- Prioritize square footage for experiential passenger amenities
- Airport operations should be centralized
- Incorporate a variety of seating (i.e., armchairs, bean bags, high tables, massage chairs, couches)

Group 9

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Spacious areas with room to move about
- Incorporate Glass to let in natural light and surrounding views
- Integrate natural green design features and native landscaping – “bring the outside in”
- Avoid LAX's style
- Be able to walk outside to the plane
- Make ingress and egress simple
- Create a sense of futurism with natural walkways leading to a modern terminal
- Integrate a film and movie theme into the design
- Create a “sense of arrival” that is inspiring and welcoming for all abilities

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- Incorporate a performance area with a stage outside of TSA
- Update stories every six months
- Reflect the history of LA and Burbank like the PDT airport
- Create a museum and tell local stories (i.e., Lockheed, Forest Lawn, Hollywood Hill's hiking amenities, Griffith Park and the Observatory, the Hollywood Bowl, Disney, Nickelodeon, Warner Brothers, NBC, Universal Studios)
- Pasadena Rose Parade and Rose Bowl
- Tell Hollywood stories (i.e., Oscars, Kodak, Dolby Theater)
- Host events with monthly themes (i.e., Pride Month, Chinese New Year)
- Integrate stories about film history through the use of relics (i.e., three-legged cameras, film reels)
- Showcase the area's Spanish, Mexican, and Native American history

Question #3: What are your highest priority **design features and amenities**?

- Provide quick access to rental cars and parking areas
- Build a people mover or moving sidewalk
- Enhance technology accessibility by adding adequate Wi-Fi coverage and outlets
- Add support staff for self-check
- Include aesthetic elements like a flower screen
- Provide captioning for auditory announcements for hearing impaired individuals
- Create greater Language accessibility for Spanish and Armenian speakers
- Design areas with private stalls - like in Europe
- More and larger restrooms
- Luggage pick-up
- Dog Area
- Integrate rideshare pick-up
- Bottle refill fountains
- Local food and coffee
- Airline clubs

Comment Card Input

Question #1: What is your **vision** for the Replacement Passenger Terminal Project? Architecturally, what would you like it to look like?

- Light, playful, relaxing, with indoor and outdoor areas
- Incorporate Art Deco
- Design for simplicity and minimalism
- Avoid an overly modernized design
- Create access to planes via a ramp for persons with canes
- Incorporate War-period pictures of the airport and community
- Showcase famous pilots and aircrafts (i.e., Amelia Earhart, bombers, P38, stealth)
- Add features and amenities for the public
- Design an open concept with greenery, historic attributes, landscaping, transportation efficiency, and lighting
- Make the airport green and sustainable by integrating natural light and sustainable materials
- Incorporate an Art Deco style to honor the 1930 opening
- "I would like the architectural elements to celebrate the natural beauty of the nearby hills, as well as allowing for as much natural light, sustainable energy, absorbent/landscaped surfaces and an overall green philosophy."
- "The culture of Burbank is one of sustainability. The new airport must reflect our environmental values. Solar, water recycling, electric plane readiness."
- "I would like to see energy independence at the new terminal. Lots of solar panels. I'd love to see LEED status like Long Beach."
- Indoor/outdoor experience
- View of the plane
- Golden age of travel/mid-century modern
- Indoor/outdoor. Small, efficient footprint
- Mid-century design

Question #2: What **stories** do we want to tell about the airport, the adjacent Burbank community and the surrounding communities?

- How Hollywood Burbank Airport can get you there quicker
- Convenience rules
- Diversity
- Historic relevance
- Bob Hope, Lockheed, forward thinking and honoring history
- Entertainment
- Movie studios

- Lockheed and aviation history
- The story of a community that honors its history while looking toward the future, with progressive ideas and forward thinking.”
- Love to see community events at terminal
- History of Burbank in aviation
- Hollywood/Entertainment industry history
- Selfie backdrops

Question #3: What are your highest priority **design features and amenities?**

- Efficiency in design, functionality and energy
- Open air concept for working space
- Rode share accessibility
- Live music
- Children’s play area
- Convenience
- Family restrooms
- Work stations
- Food trucks
- Design features: spotlight on local business, restaurants, and artists”
- Amenities: water refill stations, all the most efficient appliances (toilets, etc.)
- “Lowest environmental impact possible. Lots of solar. Water reuse and recycling. In all restaurants sustainable practices – environmentally. Friendly disposables and food sourcing.”
- Salon
- Lounge/bar

Additional Comments

- Longer runway for pilots
- No reason not to go for LEED Platinum
- Should set an example as the greenest regional airport in America
- “This is a chance to lead the country with the most environmentally responsible airport in the US. Let’s take it.”
- “What will be at the site of old terminal? A solar field”

Design Charrette Workshop #2

Transcription

Design Charrette #2

Design Charrette Workshops (Burbank, Glendale, Pasadena, and Los Angeles)

Burbank

Individual Discussion Group Summaries

Group 1

Theme 1.0: Simplicity, Convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Current drop-off works
- Integrate rideshare areas
- Increase access to public transportation
- Incorporate spaces for shuttles
- Create a covered and ADA accessible pedestrian overcross

1.2 Create attractive and comfortable lounge areas

- Add airline lounge areas

1.3 Maximize accessibility for all users

- Add sidewalk space for pedestrians
- Include more restrooms
- Incorporate massage areas

1.4 Make it easy to navigate in and around the terminal

- Add large and prominent visual display boards

1.5 Provide diverse and convenient food options

- Consider health through green design features
- Prioritize local businesses for kiosks - like LAX T4

1.6 Make it family-friendly, child-friendly and pet-friendly

-

Additional Comments

- Retain elements of history and parts of the old terminal

Theme 2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Incorporate high ceilings
- Maximize daylight

2.2 Create an open air feeling

- Keep it comfortable
- Maximize mountain views

Theme 3.0: Human Scale

3.1 Draw upon natural and native colors from the surrounding landscape

- Bring in colors (Rose Parade)
- Make space warm vs. industrial, this can be achieved through indoor landscaping opportunities

3.2 Create a comfortable, inviting and homey feel

- Improve restroom stall size

Additional Comments

- Create a presence on Hollywood Way

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Coat windows for added shading and energy efficiency
- Establish EVI targets
- Be aspirational
- Go beyond normal
- Terrazzo

4.3 Plant native vegetation

-

Additional Comments

- LED lighting

Theme 5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- Use cars and auto themes
- Airplane Experience
- Art Deco
- Arches
- Classic façade
- Public views

5.2 Reflect some aspect of the architectural and cultural history of the area

- Create an experience
 - Element of surprise inside
 - Exterior curves deco, celebrate the 1930s

5.3 Include public art installations

- Prioritize local artists

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Include imagery with photos
- Incorporate aviation museum
 - Suspended aircraft
- Celebrate old terminal through building façade

6.2 Provide observation areas

-

Additional Comments

- Connect to aircraft
- Incorporate East-oriented patterns

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Celebrate music
- Photo opportunities
- Themed parking areas
- Utilize holograms for storytelling
- Add live music

7.2 Consider use of themed gates

- Like Gene Autry Museum
- “Rediscover Burbank Airport”
- Promote for the Olympics

Additional Comments

- Make it a theme park-like destination

Group 2

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Accommodate all modes of transportation
- Clear for gates
- Single terminal
- 15-minute curb to gate
- Consider proximity of rental lot
- Include big security lanes/area
- Consider employee vs. passenger access

1.2 Create attractive and comfortable lounge areas

- Make areas large with room to stretch and enough lighting
- Add power chargers
- Differentiate quiet places to work from spaces with other users
- Add phone booth-like spaces

1.3 Maximize accessibility for all users

- Carts

- Wide walkways
 - Properly laid out parking structures
 - Minimize grade changes
 - Better accommodate for ride share
 - Improve pick up and drop off
 - Cell phone lot/flight information
- 1.4 Make it easy to navigate in and around the terminal
- Delineate between advertising and way-finding
 - Intuitive wayfinding, especially at curb
 - Integrate art as landmarks (yellow brick road)
 - Pair themed gates with P.A. announcements
- 1.5 Provide diverse and convenient food options
- Use local businesses
 - Have food trucks
- 1.6 Make it family-friendly, child-friendly and pet-friendly
- Make it pet friendly only if it is controlled
 - Add nursing stations
 - Make gender neutral
 - Kids area is a great idea
 - Add bathrooms

Theme 2.0: Openness and Transparency

- 2.1 Maximize use of natural light to illuminate the terminal
- Incorporate a lot of windows and high ceilings
 - Consider sound absorption
 - Avoid carpet
 - Terrazo
 - Concrete
- 2.2 Create an open air feeling
- Add refreshments
 - Make the space patio-like and weather resistant
 - Add themed areas
 - Incorporate space to view planes
 - Flight boarding areas
 - Integrate green space

Theme 3.0: Human Scale

- 3.1 Draw upon natural and native colors from the surrounding landscape
- Add video boards with changing images
 - Integrate performance spaces
 - Promote the arts with rotating displays
- 3.2 Create a comfortable, inviting and homey feel
- Add services like a gym, barber, and showers
 - Use Virgin Atlantic at Heathrow Airport as an example

- Have concessions nearby gates
- Integrate “blending” areas
- Add a kids area near gates
- Include diverse concessions

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Do the right thing, don’t focus on certification
- Utilize the most economical and viable solutions
- Focus on energy efficiency above other sustainability items
- Consider electric vehicles and the future
- Be creative, consider turbines on jet blast deflectors

4.3 Plant native vegetation

- Use water-wise landscaping

Theme 5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- Ideas
 - Art deco evokes Hollywood
 - High ceilings and glass are modern
- Relate front to way-finding

5.2 Reflect some aspect of the architectural and cultural history of the area

- How will the terminal relate to the parking structure?
- Focus on “inside out” perspective
- Consider how the front and back of the airport have different functions when considering architectural treatments

5.3 Include public art installations

- See note on education
- Have opportunities to bring in school tours
- Plant seeds for future careers for kids

Additional Comments

- Incorporate educational cutaways with descriptions and history
- Integrate relationship to aviation

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Use as education and inspiration

6.2 Provide observation areas

- Yes!
- Roof level without a roof
- Make this a multi-purpose space

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Consider that this is entertainment of the world

7.2 Consider use of themed gates

- This can promote revenue generation
- Integrate the history of aviation and Lockheed II
- Use movie industry themes
- Possible themes: Star Wars, Classic movies, Mickey Mouse, Back to the Future, or Bob Hope

Group 3

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Enable boarding and deplaning from the front and back
- Add access from the north and east
- Think of the traveler
- Don't let architecture get in the way of ease of use
- Make access to rail easy (north station)
- Make it easy for all means of drop-off and arrival

1.2 Create attractive and comfortable lounge areas

- Increase internal space with lounge seating, to limit sitting on the floor

1.3 Maximize accessibility for all users

- Accommodate preboard population
- Avoid electric carts
- Be efficient in the security layout

1.4 Make it easy to navigate in and around the terminal

- Make signage intuitive
- Bathrooms clearly marked
- Use accessible font sizes
- Utilize a linear design

1.5 Provide diverse and convenient food options

- Locate closer to hold rooms
- Meld into boarding areas
- Incorporate a local brand experience
 - Have a food truck/neighborhood feel

1.6 Make it family-friendly, child-friendly and pet-friendly

- A play area is important
 - Use good signage and make it close to concessions
 - Theme for local flavor
- Integrate more pet relief areas
 - Smaller areas but larger quantity

Additional Comments

- This is what makes Burbank airport
- What about entertainment uses after hours? There could be a security concern

Theme 2.0: Openness and Transparency

- 2.1 Maximize use of natural light to illuminate the terminal
 - Add Full wall windows
 - Incorporate open air view of airplanes
 - Consider an open atrium
 - Observation deck with dining opportunities/events
 - Open air baggage claim
- 2.2 Create an open air feeling
 - Keep the sense of intimacy – don't be too expansive with regard to ceiling height
 - Incorporate an open air entry way

Theme 3.0: Human Scale

- 3.1 Draw upon natural and native colors from the surrounding landscape
 - New local theme: Human Scale and Wellness
 - Burbank is mountains and citrus as opposed to beach
 - Cows and California antelope, Ranching, Airplanes, Lockheed, Johnny Carson, Laugh-in
 - Reflect the local Burbank history
 - Consider noise impacts in design – be a good neighbor
- 3.2 Create a comfortable, inviting and homey feel
 - Keep it cool – consider roller bags/carpet/surfaces
 - Make it user friendly
 - Scale to fit function of areas and spaces

Additional Comments

- Include wellness

Theme 4.0: Green Design

- 4.1 Achieve LEED certification | 4.2 Use sustainable building materials
 - Aim for platinum
 - Utilize recycled water systems, including gray and rain water
 - Harness solar energy
- 4.3 Plant native vegetation
 - Plant orange trees
 - Include a “nod” to the Tournament of Roses
 - Airport needs greenery

Theme 5.0: A Quality, Authentic, Iconic Structure

- 5.1 Reflect the identity of Burbank and the surrounding region
 - Keep it Burbank – keep it local
 - Connect to local schools through technology and art
 - Movie makers call this home
- 5.2 Reflect some aspect of the architectural and cultural history of the area
 - Use Burbank city hall architectural style
 - Memorialize existing terminal somehow
 - Add an archway

5.3 Include public art installations

- Use Burbank unified schools, arts commission, and related groups
- Incorporate performance space (Nashville/Seattle examples)
- Make the building itself art in a public place

Additional Comments

- Make it relate to the area it is in

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Add an Amelia Earhart statue
- Consider JPL, Lockheed, and Skunk Works

6.2 Provide observation areas

- Make the area open to the public for pre-register send off as opposed to solely passengers
- Provide context information
- Add places to sit outside
- Allow people to listen to air traffic control
- Include an open air lounge with amenities

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Make it about the studios as opposed to Hollywood's culture of working in "the industry"
- Incorporate grips, lighting, and movie/film

7.2 Consider use of themed gates

- Don't overdo this theme
- Don't be too literal remember this is a professional airport

Additional Comments

- Burbank (Disney, Warner Bros, NBC)
- The Burbank movie industry
- Stories of aviation
 - Inspire the youth to the industry
 - Pilot
 - Airport engineer
 - Designer
 - Student internships
 - See into the tower
 - Recall the Lockheed history/educational aspects
 - Play area: be a pilot
- Emerging theme
 - Local - Burbank
 - Movie industry, not Hollywood
 - Add wellness
 - Alternative/additional uses/special events/open to public
- Engage youth

- Design
- Art
- Performance
- Volunteer opportunities
- Recall/activate the joy of the arrival gate

Group 4

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Maintain circulation approach
- Make rail connection convenient
- Integrate multiple entrances
- Consider safety and adding multiple exits
- Make Uber/Lyft convenient
- Incorporate a lane for autonomous vehicles

1.2 Create attractive and comfortable lounge areas

- Add charging hookups
- Incorporate themed areas with scenic views
- Create areas that are specific to families with sleepers for resting

1.3 Maximize accessibility for all users

- Incorporate ramps
- Minimize vertical circulation
- Make ticketing and baggage be on the same level
- Consider a people mover
- Add moving walkways
- Improve rental car access

1.4 Make it easy to navigate in and around the terminal

- Incorporate signage
- Clearly split the concourse with midpoint access
- Centralized security checkpoint

1.5 Provide diverse and convenient food options

- Utilize local restaurants
- Have quick pick up options
- Include healthy and affordable options
- Integrate business friendly rest areas
- Include nap areas

1.6 Make it family-friendly, child-friendly and pet-friendly

- Play areas
- Pet relief stations
- Nursing stations
- Include kids restroom and multifamily restrooms

Additional Comments

- More stalls

- Ladies restrooms
- Tall ceilings
- Curb to gate
- Don't sacrifice

Theme 2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Incorporate views of the mountains
- Solar power the whole airport
- Integrate skylights
- Include water features and a grand entrance
- Sense of Hollywood

2.2 Create an open air feeling

- Embrace mountain view

Additional Comments

- Pedestrian connection between Marriott over tracks to airport (covered to make comfortable during bad weather)

Theme 3.0: Human Scale

3.1 Draw upon natural and native colors from the surrounding landscape

- Plant on the terminal (orange, citrus, and palm trees)
- Plant California poppies
- Include ocean water feature
- California aqueduct
- Avoid white, plain modern airport and use color and murals

3.2 Create a comfortable, inviting and homey feel

- Include classic film star images
- Mission-style bungalow elements
- Don't tear down historic tower
- Include comfortable lounge chairs

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Do not be too extreme with LEED signage
- Use local and recycled materials
- Save water
- The airport should be totally sustainable and green

4.3 Plant native vegetation

- Edible or ornamental options
- Integrate drought resistant plants

Theme 5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- Possibly add a Bob Hope statue, Amelia Earhart, and Disney, JPL, Hollywood, and Jimmy Stewart (WWII Pilot)

5.2 Reflect some aspect of the architectural and cultural history of the area

- Reflect the capitol records building
- Include a Disney shop on the terminal
- City hall homage
- Skunk Works
- Diverse architectural look to concessions
- Reflect some of the missions
- Reflect a mosaic of Los Angeles and the Observatory

5.3 Include public art installations

- Incorporate classic film clips on walls
- Consider the Rose Parade
- Include local artists

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Statues and displays
- Skunk Works and Lockheed
- Aviation themed area
- Consider the future of aviation
- This is a business/regional airport

6.2 Provide observation areas

- Take advantage of the California climate
- Include dining/picnic areas
- Affordable breakfast

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Theme areas
- Celebrate Universal
- Gift shops that reflect the Hollywood industry
- DVDs
- Kiosks
- Team memorabilia

7.2 Consider use of themed gates

-

Additional Comments

- Connect parking to terminal

Group 5

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Place entrance and exit next to each other
- Airport choice – ease of exit
- Ease – 45 minutes early
- TSA should prepare for future security technology that will lead to ease of use
- No less than the level of improvement at LAX
- Where are the amenities?
- Attach airport to public transit
- Connect to the Metrolink
 - With minimal extra time – seamless at grade
 - Connect to existing parking and valet

1.2 Create attractive and comfortable lounge areas

- Use more absorbent material to reduce noise
- Speakers announcements should be low if there are high and open ceilings
- Lounge areas should be intimate and comfortable with plugs for business
- Consider multiple spaces with different uses
- Reflect intimate scale of airport
- Integrate nature and art together
- Integrate outdoor spaces with a patio and deck
- Connect to landscape
- Relaxed, connection beyond airfield – iconic

1.3 Maximize accessibility for all users

- Consider deaf passengers and those who use braille
- Include multilingual information and signage
- Incorporate generous space to accommodate all user needs
- Make bathroom stalls that accommodate strollers and luggage
- Need different lanes for various speeds of travel
- Address congestion jams between passengers waiting
- Leave some space open and don't place kiosks everywhere

1.4 Make it easy to navigate in and around the terminal

- Consider traffic on street below terminal/runways
- Amenities for travelers that are flying out quickly
- Color code wayfinding
- Understating flow – mobile apps
- It should be simple enough for kids
- Separate streams for traffic, certain sites, and shopping
- Kiosks check-ins apps – map to gate

1.5 Provide diverse and convenient food options

- Art form – airport retail
- Regionally appropriate options
- Use local breweries that are nowhere else but Burbank

- Stay away from chains like McDonalds
 - Include specialty which reflects region
 - Dodger stadium and other classic LA restaurants
- 1.6 Make it family-friendly, child-friendly and pet-friendly
- Create a corral for kids with a plane flying area
 - Reflecting in and out airport, not everywhere
 - Who uses the airport?
 - The airport is not a place that connects to other flights but it's a final destination

Theme 2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Great
- Incorporate transparency to see across both sides
- Small scale
- Never leave outside if transparent
- Windows are good for kids' entertainment

2.2 Create an open air feeling

- Seating
- How would this be done for a small airport?
- Hot in summer, miserable when it's raining
- Observation deck
- Is this the airport for an observation deck – for delayed flights – how would it be used?
- Incorporate meeting rooms with panoramic views and community access as opposed to just passengers
- Deck to watch planes

Theme 3.0: Human Scale

3.1 Draw upon natural and native colors from the surrounding landscape

- Light and open
- Comes with Theme 2.0
- Consider accessways
- Exaggerate this in outdoor spaces – an approach or drive to airport canvas
- Denver airport approach has a grand entrance
- SAC and Portland contain greenery

3.2 Create a comfortable, inviting and homey feel

- Hominess can be an issue for tenants
- Other passengers want efficiency
- Casablanca – an experience
- SW at LAX – are a puzzle

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Aim for LEED platinum

- Incorporate into airport recycling
- Incorporate resource management signs to let people know what's been saved
- Share data with passengers

4.3 Plant native vegetation

- Utilize entry way

Theme 5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- Not these images (referring to the theme poster images)
- Make it authentic to Burbank
- This is hard to define, what is Burbank?
- Burbank-Glendale-Pasadena: Broader identification (used to be Bob Hope)
- Changing styles – what will it be in 20 years?
- Part of sky but not a structure

5.2 Reflect some aspect of the architectural and cultural history of the area

- Lost in time a nod to what it's been
- Use quieter material patterns
- Long Beach winks and hints over time
- Use a neutral voice for the airport with mementos to fit with current times and it's history

5.3 Include public art installations

- Important – “worthy” artists for everyone
- How does relate to space design team on authority (El Monte art and design)
- Include rotating art
- Use natural art

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Amelia Earhart – this belongs here
- Incorporate into it but not a part of design
- ISA – history kiosks
- SFO exhibits
- A perm exhibit: pilot, back stories, partnership with natural history museum

6.2 Provide observation areas

- Integrate with history/story of aviation history access for local schools

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Include cars in kids area
- Make it entertainment itself
- Partnerships with studios – cartoons for kids – black and white films
- Video footage of airport, public art – walking down corridor
- Nickelodeon – semi perm drawing from local animators, space for kids to draw
- Temporary drawing area for kids

7.2 Consider use of themed gates

- Do themes become dated?

Group 6

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Add secure bike racks
- Consider the walking distances for the aging population
- Include cell phone lot
- Consider parking location in future

1.2 Create attractive and comfortable lounge areas

- Cellphone usage
- Work spaces
 - Places to plugin laptops like SFO, LAX, and Dallas
 - Airline lounge
 - Common use
 - Priority pass
- Make acoustics quiet
- Durability does not equal comfort

1.3 Maximize accessibility for all users

- Kiosks to beat the lines
- Specific areas for wheelchairs/strollers
- Queuing at gates to maximize space

1.4 Make it easy to navigate in and around the terminal

- Proximity to gate and check-in/security
- Security at centralized locations, or multiple security locations
- Plan for future use and growth
- Incorporate multiple spaces with charging stations
- Create areas for passengers with long wait times to prevent lingering near gate
- Flight information displays – to spread crowds

1.5 Provide diverse and convenient food options

- Opposite of LAX
- Local restaurants
 - Sacramento and Seattle have examples
 - Juice bar
 - Include healthy options
 - At least 1 sit-down
 - Match bid for food options to what people want
 - Spread out food throughout terminal
 - Grab and go and sit-down
 - Local options: Sees, Lemonade, Tender Greens, Better Fresh Burger, KBBQ

1.6 Make it family-friendly, child-friendly and pet-friendly

- incorporate outdoor spaces for dogs

- Add Go and Stop lights in restrooms
- Include adequate space in restrooms for strollers
- Incorporate a corner at each gate with toys
- Kid furniture
- Interactive kids stations will keep them still
- Square foot minimum
- Not hub airport business travelers
- Encourage airlines to offer kid treats and entertainment
- How long do travelers stay?
- Include stalls that open outward

Theme 2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Use glass that is durable enough to withstand an earthquake
- Natural light but manage shade
- Consider light transitions

2.2 Create an open air feeling

- Include green space inside
- Add succulents
- Make outside space and restaurant open to the public
- Maintain a sky room
- Gates should include a public non flyer area
- Outdoor view of the airport

Theme 3.0: Human Scale

3.1 Draw upon natural and native colors from the surrounding landscape

- Citrus trees outside
 - Can't pick fruit on public trees
- A lot of seasonal color
- Incorporate windows facing the mountains

3.2 Create a comfortable, inviting and homey feel

- Multiple flooring options/colors
- No sterile feel
- Add texture within the terminal
 - Plants
 - Trees

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Solar panels
- Efficient water toilets
 - Need multiple options-traditional?
- Hand dryers
- Water recapture

- Reclaim
- Drinking water dispensers
- No doors to get into restrooms
- LED lighting
- 4.3 Plant native vegetation
 - Herb garden
 - Desert plants
 - Agave
 - Succulents
 - Drought tolerant plants/trees

Theme 5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- Update but retain the feel of current entrance
- Display a parade float
- Give people take home items (tokens, postcards, images)
- Iconic display from movie that changes
 - Back to the future
- Something to identify Hollywood
 - Oscars
 - Ticket booths to entertainment

5.2 Reflect some aspect of the architectural and cultural history of the area

- Spanish museum
- Art Deco
- Movie marquee signage for flight information

5.3 Include public art installations

- Include art from local schools
- Keep historical displays and photos

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Display SR-71 model size from ceiling
- An Amelia Earhart display should be prominent
- Incorporate history at each gate
- Partition traffic with displays, and ensure that they do not obstruct flow

6.2 Provide observation areas

- Add concessions, souvenirs, and binoculars on an observation deck
- Need to consider sounds and smells
- Take advantage and provide shaded outdoor lounge and work spaces
- Integrate alert flight information outdoors with monitors
- Include a view master

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Possibly studio-sponsored gates
- 7.2 Consider use of themed gates
- WB Gate and Disney
 - Monetize the gates
 - Add a variety of representative themes at each gate
 - Add movie trailers and promotions

Group 7

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Close garage
- Organize curbside well
- Spaces
- Signage
- Wayfinding
- Check-in
- Ped access and safety
- Include rideshare spaces and signage
- Space to curb/load/circulate
- Be creative with check-in

1.2 Create attractive and comfortable lounge areas

- Cleanliness – use appropriate materials
- Lighting
- Large/Comfortable
- Flexible seating
- Table spare
- Technology

1.3 Maximize accessibility for all users

- Useful space allocated
- Assistance carts availability
- Luggage collection
- Restroom size – consider luggage, strollers, etc.
- Door-to-door access and ease
- Include meeting spaces and rooms
- Business / Conference

1.4 Make it easy to navigate in and around the terminal

- Pathways and flow – arrivals/departures
- Innovate security process
- Lines and locations
- Consider signage quality
 - Should be easy to understand with color lettering
- Consider when to use print vs. audio
- Security
 - Space

- Flexible
 - Movable
- Vendor/concessions – flexible
- No clutter signs/ads
- 1.5 Provide diverse and convenient food options
 - Ask current vendors
 - Service truck/deliveries
 - Combination of small and large plate options
 - Local and national restaurants
 - Pre-security amenities
 - Include a public area for “non flyers”
- 1.6 Make it family-friendly, child-friendly and pet-friendly
 - Include kids play activities
 - Include Disney and Universal themes
 - Near parents’ interests
 - Consider accessibility
 - Shane’s inspiration
 - Incorporate lactation for mothers
 - Single restroom
 - Consider kids and the elderly

Theme 2.0: Openness and Transparency

- 2.1 Maximize use of natural light to illuminate the terminal
 - Utilize high ceilings
 - Go above and beyond
 - Include shade controls
 - Balance with climate control
 - North/south orientation
- 2.2 Create an open air feeling
 - Pay attention to jet noise
 - Integrate concessions
 - Transitional

Theme 3.0: Human Scale

- 3.1 Draw upon natural and native colors from the surrounding landscape
 - ABQ: N. Americans
 - Mosaics
 - Authentic
 - Quality
 - Avoid literalism
 - Local historic artifacts
 - Movie props
- 3.2 Create a comfortable, inviting and homey feel
 - Wood

- Metal
- Smaller scale spaces
- Acoustics

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Achieve high standard
- Invest in high sustainability
- Source of pride
- Durable
- Air and water quality

4.3 Plant native vegetation

- The Gene Autry has experts as well as the Getty

Theme 5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- Terrain maps
- Artifacts/museums
- Spanish
- Distinctive design
- Quality

5.2 Reflect some aspect of the architectural and cultural history of the area

- Frank Lloyd Wright
- Gamble house
- Buildings

5.3 Include public art installations

- Studios
- Museums
- Attraction
- Flexible
- Mixed media

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Connect past and present
- Walkway
- Lockheed
- Through out
- Historic spots and views
- J.P.L.
- Space
- Displays

6.2 Provide observation areas

- Pre & post security

- Use old terminal site

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

-

7.2 Consider use of themed gates

- Interchanged/flexible
 - Digital
 - Holographic
- Caution: wayfinding/signages
- Distinctive & memorable
- Revenues/sponsorships

Additional Comments

- Stories
 - It's easy, comfortable & enjoyable!
 - Flow
 - Space
 - Multi-experience:
 - Eat
 - Relax

Comment Book Input

Question #1: Comments on the design principles...

- Open air food truck food court
- Live music
- Terrazzo flooring for LEED certification
- Hollywood walk of fame, Hollywood stars
- Terminal construction should be both aspirational and future focused in terms of sustainability principles. We should aim to beat future California sustainable goals instead of meeting today's minimums.
- Design should allow for ease of green operating models/procedures to be put in place.
- Hollywood elements should reflect both history and evolution/modern day technology too.
- As someone who attended the first charrette, I do feel like our ideas were accurately represented and broken down into categories.
- My primary concerns remain the environmental impact of this project, as a defining new project in our community that will effect Burbankers for generations to come. We have a huge opportunity here, and anything less than the highest possible environmental standards will be a long-lasting stain on our community!
- Architectural presence on Hollywood Way. Consider/design pedestrian experience beginning at public R.O.W. Have a gatehouse & covered walks to the terminal.
- Design principles 1-6 are objective. The[y] provide maximum latitude for architects to design state-of-the-art facilities that can achieve all expectations.

However, design principle #7 is subjective – reflecting a particular design bias, constructed by sentiment. There are many more industries in Hollywood, Burbank, Glendale and Los Angeles that also deserve recognition. The best way to accommodate this is through the art and environmental graphic design programs.

- Reinforce intimacy in the *
- Procession and sequence to be [legible] w/o assistance
- Move transportation center closer to terminal – big train station easy to use

Question #2: Additional **stories to tell** about our local communities...

- Modern Hollywood technology
- Special effects to help with engagement from passengers and the terminal
- Women in aviation
- Today, many people relish seeing face to face the airplane they will fly in. My son first flew from BUR and it was a truly special experience for him to have that connection before flight.
- Innovation
 - Aviation – united airport – Lockheed -?
 - Entertainment – film – cinema -?

Glendale

Design Charrette Workshop

Individual Discussion Group Summaries

Group 1

Theme 1.0: Simplicity, convenience and Ease of Use

- 1.1 Make ingress and egress as easy as possible
 - Do not make detrimental changes
 - Consider the speed
 - Make multimodal connections direct and exact (e.g. train to train)
 - Facilitate passenger pickup and drop-off areas
- 1.2 Create attractive and comfortable lounge areas
 - Make the terminal feel more homelike
 - Be deliberate, simple, and minimal
 - Allow for personal space
 - Make the space family-friendly
 - Child-friendly (more inclusive for all users)
 - Make space for quiet work
- 1.3 Maximize accessibility for all users
 - Incorporate clear and intuitive design
 - Design restaurants to be ADA accessible
- 1.4 Make it easy to navigate in and around the terminal
 - Consider points of congestion
 - Create flexibility with kiosk space and restaurants
- 1.5 Provide diverse and convenient food options
 - Restaurants should be local (e.g. Portos, legitimate Mom and Pops)
- 1.6 Make it family-friendly, child-friendly and pet-friendly
 - Accessibility to children should be integrated throughout the airport
 - Comfortable and clean nursing space for mothers
 - Add more family restrooms

Theme 2.0: Openness and Transparency

- 2.1 Maximize use of natural light to illuminate the terminal
 - Make it feel bigger than it is
 - Enhance access to daylight (health considerations)
 - Utilize circadian lighting
- 2.2 Create an open air feeling
 - Counteract feelings of confinement

- Create access to tarmac
- Have loading to tarmac
- Airport should be faster and more experiential
- Create an observation deck/rooftop
- Connect the space to the outdoors
- Create a beach-like vibe

Theme 3.0: Human Scale

3.1 Draw upon natural and native colors from the surrounding landscape

- Create a sense of place
- Utilize classy welcoming materials and warm colors
- Incorporate movable furniture

3.2 Create a comfortable, inviting and homey feel

- Improve restroom stall size

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Consider other certifications
- Avoid red-listed materials

4.3 Plant native vegetation

-

Theme 5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- Identity=Personality
- Represent local establishments for food and drinks
- Incorporate themed areas (e.g. movies, beaches, red carpet)

5.2 Reflect some aspect of the architectural and cultural history of the area

- Architecture should nod to the past and recognize moving forward

5.3 Include public art installations

- Highlight schools that rotate their art in airport installations
- Prioritize local artists
- Make art a part of the experience
- Make the art interactive

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Incorporate a Walk of Fame

6.2 Provide observation areas

-

Theme 7.0: Reflections of Classic Hollywood Style

- 7.1 Celebrate the entertainment industry
 - Celebrate the Walk of Fame
 - Aviation inspired
 - Celebrate Burbank entrepreneurs and the entertainment industry
- 7.2 Consider use of themed gates
 - Highlight Burbank in context of the larger region
 - Utilize a photo booth and movie set theme
 - Incorporate an appropriate amount of theming

Group 2

Theme 1.0: Simplicity, convenience and Ease of Use

- 1.1 Make ingress and egress as easy as possible
 - Keep it simple, not like LAX
 - Enhance access to rideshare and all transit options
 - Integrate additional technology at security for screening
- 1.2 Create attractive and comfortable lounge areas
 - Maintain cleanliness
 - Incorporate resting areas with soft chairs
 - Design with technology in mind
- 1.3 Maximize accessibility for all users
 -
- 1.4 Make it easy to navigate in and around the terminal
 - Incorporate clear internal wayfinding for deplaning
 - Change bag checking options
- 1.5 Provide diverse and convenient food options
 - Provide multiple food/drink/coffee options
 - Integrate retail and coffee before TSA
 - Provide space for food trucks
- 1.6 Make it family-friendly, child-friendly and pet-friendly
 - Integrate pet areas that are respectful of other travelers and that don't contain smells

Theme 2.0: Openness and Transparency

- 2.1 Maximize use of natural light to illuminate the terminal
 - Utilize open security areas
 - Incorporate history in TSA Lines
 - Open a pre-security section
- 2.2 Create an open-air feeling
 - Keep the airport's temperature comfortable
 - Integrate an open patio restaurant

Theme 3.0: Human Scale

- 3.1 Draw upon natural and native colors from the surrounding landscape
 - Orient building towards views (mountains, sky, etc.)

- Consider creating a hub with observation areas, seating, and food
- Add additional open areas

3.2 Create a comfortable, inviting and homey feel

- Integrate lighting that adjusts based on seasons
- Alternate seating configurations by making it nonlinear
- Integrate interactive modular spaces
- Utilize visual communication as opposed to SPA
- Create flow between all spaces within the airport (e.g. food to gates)

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Include solar panels and consider utilizing local materials
- Achieve high LEED standard

4.3 Plant native vegetation

- Include drought tolerant green maintenance
- Feature local gardens (e.g. Descanso Gardens, Arboretum)
- Integrate history into garden areas
- Include a themed garden (e.g. Rose Parade's winning float)

Theme 5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- This should be inspired by history but forward-looking
- Create a grand VIP red carpet experience

5.2 Reflect some aspect of the architectural and cultural history of the area

- Integrate light treatment for the night-time experience

5.3 Include public art installations

- This will enhance the experience
- The art should be themed with the gates

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Hanging aircrafts
- Gallery – mockups/technology
- History of aviation themed gates

6.2 Provide observation areas

- Areas for non-travelers
- Incorporate garden
- Consider location accessibility

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Incorporate into food areas (e.g. sets and signage)

7.2 Consider use of themed gates

- Monetize Disney, Nickelodeon, Warner Brothers, and Universal Studios

Pasadena

Design Charrette Workshop

Individual Discussion Group Summaries

Group 1

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Incorporate rideshare areas
- Increase multimodal options (scooters)

1.2 Create attractive and comfortable lounge areas

- Incorporate gathering areas for teams and groups (USD/Military)
- Include quiet spaces
- Add separate uses for business and families

1.3 Maximize accessibility for all users

-

1.4 Make it easy to navigate in and around the terminal

- Ensure that wayfinding is intuitive
- There should be ability to change signs easily

1.5 Provide diverse and convenient food options

- Incorporate nonstandard food choices (e.g. vegan, gluten, etc.)

1.6 Make it family-friendly, child-friendly and pet-friendly

- Interactive wall separation

Additional Comments

- Leverage link to Metrolink

Theme 2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Utilize natural and artificial circadian lighting
- Identify opportunities for views

2.2 Create an open air feeling

- Consider the security
- Incorporate indoor and outdoor areas for eating

Theme 3.0: Human Scale

3.1 Draw upon natural and native colors from the surrounding landscape

- Mountains are important

3.2 Create a comfortable, inviting and homey feel

- Ensure durability and cleanliness

- Consider materials that feel warm
- Floors and carpets should absorb sound

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Incorporate solar-generative on power
- Utilize biofuel for restaurants, HVAC filtering
- Off set carbon emissions
- Water stations
- Contribute to health of airport users
 - Access to views/avoid material

4.3 Plant native vegetation

- Use water reduction strategies
- Celebrate Burbank and local area

Theme 5.0: A Quality, Authentic, Iconic Structure

5.2 Reflect the identity of Burbank and the surrounding region

- Respect small area and quantity
- Residential is important
 - Universal City
- Reflect Diverse local areas

5.2 Reflect some aspect of the architectural and cultural history of the area

- Harmonize like Pasadena City College Library
- Maintain current scale
- Use building orientation to inform design view
- Incorporate adaptable buildings that age gracefully

5.3 Include public art installations

- Consult with artists
- Involve schools and young people
- Build off banner program
- Incorporate rotating landscape installation (Rose Parade)
- Design to adapt to evolving transportation

Additional Comments

- Incorporate art deco style
- Have arts and crafts activities

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Lockheed
- Use classic photos
- Involve model makers (display cases)

6.2 Provide observation areas

- Integrate history

- Possibly a rooftop bar
- Split pre/post TSA areas
- Consider offsite cellphone areas

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Celebrate historic and contemporary
- Incorporate standing displays and rotating flexible major events

7.2 Consider use of themed gates

•

Additional Comments

- Design in consideration of ease

Group 2

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- This is a priority from the focus group
- Close in the parking
- Designate easy Uber and Lyft areas
- Make pick-up and drop-off areas better
- Enable walking on tarmac to the plane
- Make rail access easy
- Create good car through put
- Utilize pedestrian wayfinding

1.2 Create attractive and comfortable lounge areas

- Need sense of arrival
- Incorporate semi-private booths for working and places to plugin
- Include nursing areas
- Ensure easy stroller access at TSA

1.3 Maximize accessibility for all users

•

1.4 Make it easy to navigate in and around the terminal

- Keep it simple
- Incorporate directions to all facilities
- Add kiosks at entrances
- Incorporate real-time information about wait times at TSA (Waze-like app)

1.5 Provide diverse and convenient food options

- Include local restaurants, retail options, a range of choices
- Incorporate concessions near gates (serve the “gate huggers”)
- Include outside of TSA entrance, this can draw in nonairport patrons

1.6 Make it family-friendly, child-friendly and pet-friendly

- Yes!!
- Give forethought

Additional Comments

- Recognize that Burbank may evolve from a primarily business airport

Theme 2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Make it easy to see everything
- Make it spacious
- Include darker areas for napping

2.2 Create an open air feeling

- Include outdoor seating areas
- Add viewing space
- Incorporate an outdoor space for kids
- “Airport as a park”
- Add aesthetic areas to walk; make visually interesting

Additional Comments

- Minimize use of carpet in the airport

Theme 3.0: Human Scale

3.1 Draw upon natural and native colors from the surrounding landscape

- Yes; this is absolutely human
- Use the mountains as inspiration

3.2 Create a comfortable, inviting and homey feel

- Keep it intimate
- Don’t be too industrial
- Utilize warm flooring as opposed to tile (LVP)
- Vary the furniture types
- Make areas clean and comfortable
- Integrate places to work
- Choose fabrics carefully
- Include greenery inside

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

- Resilience
- We expect LEED certification or an equivalent
- Build it correctly, the airport will be here a long time
- Incorporate solar in parking structures
- Use high quality materials to reduce maintenance costs

4.3 Plant native vegetation

- Use native plants throughout
- Integrate vertical gardens on parking structure
- Use biophilic design inside

Theme 5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- Scale is most important
- Pay great attention to the parking strictures, make a great impression

5.2 Reflect some aspect of the architectural and cultural history of the area

- Reflect some aspect of the architectural and cultural history of the area and sports
- Lean to modern style
- Art deco could work as well

5.3 Include public art installations

-

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

-

6.2 Provide observation areas

-

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Have a connection to the industry, but not as a dominate feature

7.2 Consider use of themed gates

- Have team themes
- Possible themes to incorporate: Amelia Earhart, Jurassic Park, Tournament of Roses, Disney and Universal, Marilyn Monroe, beach themes, or superheroes

Los Angeles

Design Charrette Workshop

Individual Discussion Group Summaries

Group 1

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Maintain simplicity and leave as is
- One TSA area
- Possibly incorporate multilevel arrival and departure
- Improve transit on Hollywood Way

1.2 Create attractive and comfortable lounge areas

- Combined concession options in holding areas
- Theatre style seating with screens

1.3 Maximize accessibility for all users

- Boarding visuals at each gate
- Utilize captioned PSA
- Build in air drying at bathroom sinks to prevent slipping hazards due to water on floors

1.4 Make it easy to navigate in and around the terminal

- Utilize clear wayfinding and architecture to direct passengers
- Prevent “clogged” walkways and kiosks

1.5 Provide diverse and convenient food options

- Utilize local businesses and natural products
- Incorporate 5-star gourmet food options, something to be proud of
- Provide local options with National recognition

1.6 Make it family-friendly, child-friendly and pet-friendly

- Distribute areas for children throughout gates
- Integrate into design to activate gates

Theme 2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Create a destressing environment
- Incorporate an open view to concourse to see operations and baggage get off of the plane
- Control the inside climate
- Incorporate shades into the design – consider the time of day

2.2 Create an open air feeling

- Potential for trees indoors
- Smells greeting you on arrival

Theme 3.0: Human Scale

3.1 Draw upon natural and native colors from the surrounding landscape

- Do not utilize brown colors
- Use the Metro Orange Line's vegetation as an example for colors and design

3.2 Create a comfortable, inviting and homey feel

- Incorporate space to navigate and space for luggage
- "Tiny Home Living" maximize space (cubbies, etc.)
- No charging stations; locate at seat
- Bathrooms should incorporate hooks, luggage space, vanities, and possibly private stalls

Theme 4.0: Green Design

4.1 Achieve LEED certification | 4.2 Use sustainable building materials

-

4.3 Plant native vegetation

- Incorporate a green roof as outdoor space
- Add vertical green walls

Theme 5.0: A Quality, Authentic, Iconic Structure

5.3 Reflect the identity of Burbank and the surrounding region

- Disney concert hall metal siding
- Create a sense of place that defines Burbank
- Create history by making it memorable
- Incorporate statement art pieces (Burbank a la Hwood sign)

5.2 Reflect some aspect of the architectural and cultural history of the area

- Need timeless quality for future generations

5.3 Include public art installations

- Integrate into building during planning phase
- Use art to make it feel like users are not at an airport
- Utilize local artists (student competitions)
- Incorporate experiential [performance] art

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Display historic aircraft
- Include history in security line
- Put a map on floor

6.2 Provide observation areas

- Lockheed WWII netting in outdoor space

- Divide before and after security area with glass

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Do not make this the primary focus, mix in elements (videos, actor announcements, celebrity holograms)
- Utilize grand signage to welcome travelers

7.2 Consider use of themed gates

- Customize and integrate into gate
- Theme gates for destinations

Group 2

Theme 1.0: Simplicity, convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

-

1.2 Create attractive and comfortable lounge areas

-

1.3 Maximize accessibility for all users

-

1.4 Make it easy to navigate in and around the terminal

- Look at Indianapolis as an example
- Insure a good line of sight to the gates
- Utilize clear signage with “big arrows” and better “aural”
- Signage: directional speakers

1.5 Provide diverse and convenient food options

- Rotating food trucks
- Keep the food options local
- Include local libations (Golden Road)
- Not Starbucks, get something better
- Include ice cream
- Porto's

1.6 Make it family-friendly, child-friendly and pet-friendly

- Incorporate pet relief areas
- Add educational and interactive spaces for kids
- Ensure facilities are durable
- Easy and entertaining areas

Theme 2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Incorporate light
- Outside lounges
- Windows are hot

- Add greenery inside and natural ventilation
 - Ensure architectural interest
- 2.2 Create an open air feeling
- Add a kids play area
 - Look at palm springs for an excellent idea
 - Experience the climate

Theme 3.0: Human Scale

- 3.1 Draw upon natural and native colors from the surrounding landscape
- Make it unique to Burbank
 - Flame the mountains
- 3.2 Create a comfortable, inviting and homey feel
- Craftsman-style detail
 - Warmth of wood
 - Feeling of stability
 - Neon signage for businesses

Theme 4.0: Green Design

- 4.1 Achieve LEED certification | 4.2 Use sustainable building materials
- Balance HVAC with other comfort objectives
 - Integrate signage that explains the sustainability features
 - Incorporate solar and wind energy
 - Sustainability is a “given”
 - Incorporate glass and metals with low maintenance
 - Utilize pervious pavement
- 4.3 Plant native vegetation
- Ensure that plants are climate appropriate

Theme 5.0: A Quality, Authentic, Iconic Structure

- 5.1 Reflect the identity of Burbank and the surrounding region
- Stay away from too modern
 - Reflect the honey style of the airport
 - Ensure earthquake safety
 - Not LAX
- 5.2 Reflect some aspect of the architectural and cultural history of the area
- Choose a style and be consistent
 - Use an old-style Hollywood feel
- 5.3 Include public art installations
- Collaborate with local museums (Academy Museum) and emerging artists
 - Use digital displays

Theme 6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- This theme is very important
- Provide displays
- Create educational experience but do not make it look like an afterthought
- Incorporate aircraft displays
- Give the option to get on and off outside: Jackie Kennedy moment

6.2 Provide observation areas

- Make it like 84th Aerosquadron at Van Nuys
- Big amenity to see planets, especially private jets
- Incorporate an aviation-themed restaurant pre-TSA

Theme 7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- WPA influences
- Modern, maybe Google

7.2 Consider use of themed gates

- Is it important?
- This may be more interesting at baggage claim
- Embrace valley culture
- Have Hollywood memorabilia
- It is visual clutter

Design Charrette Workshop #3

Transcription

Design Charrette #3

Design Charrette Workshops

Individual Discussion Group Summaries

Group 1

Design Standard 1.: Building Exterior Finishes

1A. Concrete

- Offers flexibility for the heat and cold
- Utilize local sustainable materials
- Be attentive to performance – utilize textures that capture carbon
- This material can be inflexible at times, consider a blend
- As it ages it cracks

1B. Steel

- Use a flexible blend
- Consider metal panels
- Aviation particulates impact aluminum
- Consider earthquake feasibility

1C. Glass

- Glass can capture surrounding views outward
- Glass gets warm which can impact energy expenditures
- Warmth retaining
- Consider energy usage

1D. Plaster

- Maintenance due to cracks
- Materials will influence experience

Additional Comments

- Interpret history through architecture and materials
- Each material responds to a different architecture style

Design Standard 2.: Exterior Landscapes and Hardscapes

2A.1 Planting Areas, Formal

- Height pre-security
- This works better with harder materials
- This material can provide shade

2A.2 Planting Areas, Informal

- Secure lounge side can contain some soft informal planting areas
- This can be near the gateway entry as a guide
- Depends on the place

2B.1 Hardscape Areas, Formal

- Color in material

2B.2 Hardscape Areas, Informal

- Paths should be clear and attractive
- Consider rainwater retention

Additional Comments

- Relationship to the building is essential
- Planting should be complementary and native

Design Standard 3.: Signage and Wayfinding

3A. Simple

- Use flat screens
- Signage for baggage and restrooms
- Utilize captioned boards
- Clarify hierarchy

3B. Iconic

- This reinforces theme
- Can get dated
- Should be iconic
- Could be used for restaurants

Additional Comments

- Address different signage levels for commercial, airport wayfinding, and ADA considerations
- Incorporate technology
- Consider all audiences

Design Standard 4.: Weather Protection

4A. Simple

- Utilize for shade for staging and waiting areas
- There should be coverage to and from parking
- Incorporate covered ramps for the rain (capture water)
- Use simple architecture for the sidewalk space for pickup and drop off

4B. Iconic

- This can be expensive
- Consider maintenance and cost

Design Standard 5.: Aircraft Boarding

5A. Jetways

- Pros
 - This maximizes space
 - Efficient for ADA
- Cons
 - Elevates the gate
 - No back boarding

5B. Ramps + Stairs

- Pros
 - Front and back boarding
- Cons
 - Ground level boarding

Group 2

Design Standard 1.: Building Exterior Finishes

1A. Concrete

- Can be unpredictable
- Consider construction time
- Can produce debris
- Too industrial

1B. Steel

- Can be more flexible with design
- Flow and functionality
- Aerospace contemporary not retrospective

1C. Glass

- Transparent
- 21st Century
- Combining the use of glass and steel creates a quick build and longevity

1D. Plaster

- This is a “Taco Bell” solution
- Not a civic-feel
- Vibration can cause damage
- This material dulls over time
- This is a 15th/16th Century style

Design Standard 2.: Exterior Landscapes and Hardscapes

2A.1 Planting Areas, Formal

- This looks too work-oriented
- Incorporate drought-tolerant plants and a drip system
- This is an opportunity to create an iconic feature in Burbank

2A.2 Planting Areas, Informal

- This can create a relaxing flow
- Avoid lawns and artificial plant materials

- Integrate artwork on the exterior not just the interior of the airport
- 2B.1 Hardscape Areas, Formal
- Avoid block benches
 - This should follow architectural design as well as the interior design
- 2B.2 Hardscape Areas, Informal
- Avoid lounge chairs that could attract people without homes
- Additional Comments**
- Maintain consistent design

Design Standard 3.: Signage and Wayfinding

3A. Simple

- Should be easy to read, not like an amusement park
- Clarity is essential
- Should be dynamic and provide ease of navigation
- Signage should be legible and frequent
- Restroom signage should be clear and indicate “changing tables”, “men’s”, and “women’s”
- Signage should be accessible to those with hearing and visual disabilities
- Integrate intuitive and simple ease of navigation
- Add FAQ signage

3B. Iconic

- Artwork can be confusing and distracting for signage

Design Standard 4: Weather Protection

4A. Simple

- Consider functionality and aspects like:
 - Solar orientation
 - Sun position
 - Wind protection
- Design should be tested
- Allow light
- Transportation into the airport needs to be comfortable, easy, and convenient
- Integrate weather protection for rideshare pickup
- All modes of transportation should have the same level of protection
- John Wayne Airport has protection from Amtrak Station

4B. Iconic

-

Design Standard 5.: Aircraft Boarding

5A. Jetways

- Will this be a one level or a two-level airport?
- This style is more contemporary
- This is the only way to go
- This is safe when it’s compliant

- This provides for ease of loading and unloading
- 5B. Ramps + Stairs
- This can be difficult for disabled persons
 - Stairs are a problem
 - Can create a port of Burbank experience
 - The airport may not want to change

Group 3

Design Standard 1.: Building Exterior Finishes

1A. Concrete

- This material has a heavy look and feel
- There are issues with cracks and repair costs
- Can be formed and shaped more than steel

1B. Steel

- Expensive material
- Steel is modern, what's its longevity?
- Steel will be a part of the structure

1C. Glass

- Provides transparency and visibility which can serve as an aid in emergency situations
- Ease of integration
- Consider how it will be kept cool and clean
- Provides openness
- Economic material
- The expense is in the maintenance
- Consider the orientation of the airport (west=sun)
- Looks different at night "jewel box"

1D. Plaster

- Consider maintenance
- This material is iconic, distinct, unique, and stands out

Additional Comments

- Consider the safety response of materials (bomb blast implications)
- What are the long-term costs of maintenance?
- Is a glass and steel combination possible?
- What is the budget in relation to a materials lifecycle?
- Wood should be integrated, it's warmer and more midcentury
- Wilshire Grand

Design Standard 2.: Exterior Landscapes and Hardscapes

2A.1 Planting Areas, Formal

- The airport should be conscious about water usage

- Utilize reclaimed and recycled water
- This design goes with the formality of the airport
- Design can be formal and informal, think about different elements
- Integrate more planting than hardscape
- Planting should provide shade

2A.2 Planting Areas, Informal

- Integrate iconic planting like John Wayne
- Ground and rooftop could have informal planting areas
- The open frontage should contain shade
- Avoid palm trees and use tree that clean the air

2B.1 Hardscape Areas, Formal

- Integrate colors that match the aesthetic of the airport
- This should be driven by the decision of the building
- Consider ease of access and making paths which are convenient

2B.2 Hardscape Areas, Informal

- Break up the length of the terminal with landscape
 - Utilize benches with a view
- Avoid attracting more wildlife

Additional Comments

- Use rainwater catchment
- Net zero
- Palm trees are hard to maintain
- Quality shade and openings rather than formal style

Design Standard 3.: Signage and Wayfinding

3A. Simple

- Simplifies the process
- Integrate international language symbols
- Combine local imagery with clear lettering

3B. Iconic

- “Too cute”
- This can be confusing especially to visitors

Additional Comments

- Building design should help with intuitive wayfinding
- Wayfinding starts outside
- Wayfinding for parking and rental car lot
- Signage should be quickly access – show distance to terminal?
- Think about the future (film) rather than film industry history

Design Standard 4.: Weather Protection

4A. Simple

- Incorporate solar panels/glass
- Use energy producing canopies
- Consider glass maintenance (cleaning bird droppings)

- Design for heat and shade
- Should be LEED certified
- Net Zero

4B. Iconic

- The image example does not provide shade
- Tinted glass is simple to clean
- Balance iconic design with technology

Design Standard 5.: Aircraft Boarding

5A. Jetways

- This requires a second floor – what are the cost implications?
- Use elevators – Iceland's airport

5B. Ramps + Stairs

- Scale of one floor is ideal
- This is old fashioned – like a third world country
- Stairs may be difficult for elderly people
- Integrate a ramp to the back stairs – it's faster
- Consider the weather
- Scale here works

Additional Comments

- Can there be a combination of both?
- Important to maintain simplicity
- Where should the airport spend money – jetways or interiors and exteriors
- Maintain a human scale
- What is the best design for the future?

Group 4

Design Standard 1.: Building Exterior Finishes

1A. Concrete

-

1B. Steel

- Use recycled steel if possible

1C. Glass

- Utilize the scenery – accentuate mountains and Burbank identity
- Creates an open feel
- Maintain the view

1D. Plaster

- Could modernize
- Look at Pasadena City College's original buildings

Additional Comments

- Modern art deco

Design Standard 2.: Exterior Landscapes and Hardscapes

2A.1 Planting Areas, Formal

- Create an arrangement that says “Burbank”
- Palm trees are iconic for area, utilize them to line entrance

2A.2 Planting Areas, Informal

- This fits the character of design
- There should be a direct path
- Landscape can curve, walk path should be direct and straight

2B.1 Hardscape Areas, Formal

- This should facilitate wayfinding
- Could be intimate
- Utilize hardscape areas to break up the airport
- Durable materials are more efficient
- Modular could be repurposed

2B.2 Hardscape Areas, Informal

- Consider concrete trenching maintenance
- Integrate intervals of softscape for repairs

Design Standard 3.: Signage and Wayfinding

3A. Simple

- Integrate simple, big, and idiot proof signage
- Use art deco elements (Hollywood style)
- Signage should “pop” and avoid blending in
- Static signage saves money
- Use a design scheme with varied gate colors
- Use color to segment services

3B. Iconic

- Use iconic for service
- This style isn’t crucial for wayfinding
- Centralized flight information could be iconic
- Entrance marquee could be bold and showcase “This is Burbank”
- The entrance from Hollywood Way should be obvious
- Showcased signage should be historic
- Keep iconic statements – not what’s cool in 2019

Additional Comments

- Mix in facts and tidbits to kill time
- Integrate clear auto and transportation signage for different uses – ridesharing
- Indirect wayfinding at gate
- Display history

Design Standard 4.: Weather Protection

4A. Simple

- Integrate end to end coverage on sidewalks
- Incorporate unique Burbank art into the covering

- Keep it clean and easy for arrivals and departures
- Look at art deco in the east coast climate for cover design

4B. Iconic

- Use this for people centric areas
- Take advantage of good weather
- Open air when possible – closed cover when necessary
- Tie it into larger exterior design of building

Design Standard 5.: Aircraft Boarding

5A. Jetways

- Create a seamless experience

5B. Ramps + Stairs

- Keep front and back
- This takes longer to get the doors open – minimal
- This is a unique experience

Additional Comments

- Possible rear boarding on tarmac – jetways for front door

Comment Book Input

Question #1: For each category, identify and discuss the **advantages and disadvantages** of each design alternative.

- Combine all styles and materials to reflect history of building
- Consider the goals of landscaping
- Consider landscaping properties that heat and cool
- Integrate more landscape than hardscape
- Utilize plants native to California (Palms are not native)
- Incorporate art into signage and wayfinding

Question #2: Additional comments regarding the **design alternatives...**

- Bike racks for employees and flyers
- Free shower room for people who bike to terminal for work or for travel

Design Charrette Workshop #4 Transcription

Design Charrette #4

Design Charrette Workshops

Individual Discussion Group Summaries

Group 1

Design Standard 6.: Building massing and scale, shape and articulation, and compatibility with adjacent structures

6A. Rectilinear

- This style is harsh
- Allows more options
- The design should feel comfortable

6B. Curvilinear

- Creates flow
- Consider the impacts of wind

6C. “Wing” Like

- The movement of design creates movement and works with an aviation theme
- Creates an iconic-feel

Additional Comments

- Incorporate a rooftop garden
- Design will present a challenge with incorporating the 1930s

Design Standard 7.: Exterior lighting, road and pathway markers and way finding elements

7A. Traditional

- Utilize floor lighting for wayfinding

7B. Bold and Artistic

- This style looks fun
- Works well with entertainment, it is playful
- Use of color is essential
- Incorporate light-responsive design and utilize light at night
- Showcase different styles

- Ensure that parking structures are well-lit
- Integrate a progressive light treatment
- Consider continuity in the airport

Design Standard 8.: Interior materials and finishes, color and lighting

8A. Muted and Subtle

- Utilize lighting to compliment color and style
- Keep the design “fresh”
- This style could be unappealing and uncomfortable

8B. Bold and Artistic

- Incorporate play areas for children
- Integrate hook-ups for technology devices (phones, ipads, etc.)
- Incorporate fire-retardant materials
- Consider maintenance and utilize materials that are easy to clean
- Address odor

Design Standard 9.: Amenities including concessionaires, waiting areas, lounges, meeting spaces, work areas, etc.

9A. Centralized Location

- This style focuses activities
- Restaurants will create noise
- Locate major services in the center

9B. Distributed Throughout the Terminal

- Distribution of uses is effective for food options

9C. Located Before and After TSA

- Incorporate a simple meeting space
- Give before-TSA access for business travelers
- Include restaurants before TSA

9D. Lounges

- Incorporate a shared lounge (First class – refer to Texas airport example)

Design Standard 10.: Place-making elements including art installations, exhibits and story telling

10A. Permanent Fixtures

- Utilize the floor space for posters that articulate the history of the airport (Hollywood)
- Incorporate light, aviation, and production themes
- Integrate a water feature
- Add sculptures

10B. Temporary Installations

- Utilize local resources like schools – Woodbury University
- This style gives a “facelift” to the airport by creating fresh opportunities for design

10C. Performance Art

- Integrate into areas where people are
- This can be distracting

- The airport may be too small too incorporate this artform

Additional Comments

- Utilize screens

Group 2

Design Standard 6.: Building massing and scale, shape and articulation, and compatibility with adjacent structures

6A. Rectilinear

- This style is not equivocal to Burbank
- This blends with most architectural styles
- This heightens light visibility and ease of getting around
- This is simpler to build, simplicity can be iconic

6B. Curvilinear

- This style is not as simple as a rectilinear design
- This is too modern and does not embody Burbank
- Incorporate Burbank's history
- Interior and exterior should be consistent

6C. "Wing" Like

- Refer to the La Guardia Airport
- Anticipate the future of Burbank

Additional Comments

- Integrate Iconography and make a statement
- Avoid a "Disneyland" look
- Integrate architectural elements that are high enough to be seen over Avion from Hollywood Way
- Align design features to surroundings
- Anticipate future development that could occur within current open spaces
- Consider utilizing distinctive architecture
- Will design elements be conducive to current height limits as per Federal Aviation Administration regulations?

Design Standard 7.: Exterior lighting, road and pathway markers and way finding elements

7A. Traditional

- Advantages
 - Always functional
 - Timelessness
 - Maintains simplicity and accessibility as per Fodor #1
- Incorporate simple pathways and wayfinding that starts at the freeway
- Focus signage on the terminal
- Focus on functionality as opposed to entertainment
- Include wayfinding for rental car area

7B. Bold and Artistic

- This could become dated
- This could be tacky, this is ok for Las Vegas but not for Burbank

Design Standard 8.: Interior materials and finishes, color and lighting

8A. Muted and Subtle

- The preference is for a blend of muted and bold
- Make it durable with a clean look
- Ensure easy replacement, do not use fabric
- Muted colors are calming
- Maintain an open-look that prioritizes efficiency and functionality
- The Portland Airport has a relaxing model

8B. Bold and Artistic

- Boldness can obscure wayfinding
- Incorporate a muted look with interesting artwork
- The airport is currently relaxing, keep it that way
- BWI airport is too muted – too many greys

Additional Comments

- Do not use distracting advertisements

Design Standard 9.: Amenities including concessionaires, waiting areas, lounges, meeting spaces, work areas, etc.

9A. Centralized Location

- Advantages
 - Quiet with exciting zones
 - There are only 14 gates
 - Large clean restrooms
 - Space for observation decks
- Disadvantages
 - The space is too small after TSA

9B. Distributed Throughout the Terminal

- Advantages
 - Ability to sit and relax while keeping an eye on your gate
 - This is calming

9C. Located Before and After TSA

- Integrate a family area before TSA
- Bring back Skyline Restaurant, it once served as a community asset
- Improve the TSA experience

9D. Lounges

- Incorporate a water refill station
- Add “smart” chairs that recharge tech devices
- Enhance family experience in lounges

Additional Comments

- Utilize clear sound systems for public addresses
- Incorporate a lounge for the airline with the most gates
- Consider designing for unknown future technologies

- Integrate fun for all, do not marginalize any group

Design Standard 10.: Place-making elements including art installations, exhibits and story telling

10A. Permanent Fixtures

- Should incorporate the history of Burbank, Pasadena, Glendale, and Southern California
- Integrate semi-permanent features

10B. Temporary Installations

- Consider curation – who will keep it new and “fresh”?
- John Wayne Airport is a good example

10C. Performance Art

- Limit distractions
- This could consume too much space

Additional Comments

- Utilize a survey to determine who is using the airport – business travelers, families, etc.?
- Utilize airline association data

Group 3

Design Standard 6.: Building massing and scale, shape and articulation, and compatibility with adjacent structures

6A. Rectilinear

- Advantages
 - Responds well to the area
 - More cost effective
 - More functionality
- Disadvantages
 - This design would not stand out
 - Too simple and lacks creativity

6B. Curvilinear

- Advantages
 - Recognizable
- Disadvantages
 - Difficult to consider scaling for smaller building

6C. “Wing” Like

- Avoid box-looking parking structures
- Incorporate design features with careful detail – avoid a kitschy-look
- Disadvantages
 - This does not fit Burbank’s style
 - This can date itself if not executed correctly

Additional Comments

- Consider “plan” versus front architecture
- What does building massing need to respond to?

- Consider architecture from interior perspective (deplaning)

Design Standard 7.: Exterior lighting, road and pathway markers and way finding elements

7A. Traditional

- Capture the look of Hollywood through the use of lighting
- Must be integral to building style

7B. Bold and Artistic

- Can enhance and be a part of the architecture
- Utilizing LED lighting would allow creative use of color
- Integrate projection mapping with an airport theme
- Use lighting to signify different areas
- Ground-level for drop-off area
- The preference is for “Bold” – it sets a mood
- Avoid light pollution (utilize shields and cutoffs)

Design Standard 8.: Interior materials and finishes, color and lighting

8A. Muted and Subtle

- Advantages
 - Might be better stylistically
 - More calming
 - Accent colors for identification
- Disadvantages
 - Could look hospital-like
 - Hard floors are clickety due to luggage movement

8B. Bold and Artistic

- Advantages
 - Great for pre-Las Vegas
 - Good for concession areas
- Disadvantages
 - Not great for kids or geriatrics

Additional Comments

- Style of furniture needs to reflect building style
- Utilize easy-to-clean materials
- Incorporate a variety of seating types (benches versus seats in some areas)
- Utilize visual paging
- LED lighting is highly adaptable
- Consider a middle ground, between both styles
- Create opportunities for variation
- Consider maintenance
- Consider hexagonal seating approaches (more efficient)

Design Standard 9.: Amenities including concessionaires, waiting areas, lounges, meeting spaces, work areas, etc.

9A. Centralized Location

- Advantages
 - Intuitive and inherent wayfinding
 - Consolidates cooking facilities
 - Centralized waste control
- Disadvantages
 - Seems food court-like

9B. Distributed Throughout the Terminal

- Advantages
 - Gets you closer to your gate
- Disadvantages
 - Less efficient; can be frustrating

9C. Located Before and After TSA

- Small size of the airport makes this work well, there is less stress about getting to gates
- Good for decompression before you get luggage or your ride
- Possibly not in terminal

9D. Lounges

- May be sponsored by non-airlines (priority pass) – “The Bob Hope Lounge”
- Lots of close-by business travelers may limit its use
- Good for space to work

Additional Comments

- Food can be delivered to gates via phone Apps

Design Standard 10.: Place-making elements including art installations, exhibits and story telling

10A. Permanent Fixtures

- Incorporate a combination of permanent and rotating (historical and current)
- An observation deck is a must

10C. Performance Art

- Only if it can be kept active

Additional Comments

- Integrate art into the building
- Integrate well distributed potty parity

Group 4

Design Standard 6.: Building massing and scale, shape and articulation, and compatibility with adjacent structures

6A. Rectilinear

- Advantages
 - Creates a contemporary and open feel
- Disadvantages
 - Plain Jane

6B. Curvilinear

- Advantages
 - Creates more character
 - Could look like an airport hangar
- Disadvantages
 - Cost effectiveness

6C. “Wing” Like

- Advantages
 - Creates character
 - Connects back to aviation history
 - Provides exterior views

Additional Comments

- Look at combining both types
- Ensure longevity and timelessness

Design Standard 7.: Exterior lighting, road and pathway markers and way finding elements

7A. Traditional

- Directional signs should be clear
- Less is more
- This style is elegant
- “Early” directions should be traditional like, advanced signage for parking

7B. Bold and Artistic

- Ensure that the stylistic elements do not become dated overtime
- Prevent gaudy-look
- Incorporate artistic elements with traditional structures at the main entrance off of Hollywood Way

Design Standard 8.: Interior materials and finishes, color and lighting

8A. Muted and Subtle

- Advantages
 - Less stressful
 - Calming
 - More timeless
 - Lighting can be utilized to “warm” holding rooms
 - Colors and plants should embody the character of the region

8B. Bold and Artistic

- Consider this design standard for specific areas (i.e., children’s play areas, social areas, concessions)
- Consider the use of orange tones to evoke boldness

Additional Comments

- Consider durability
- It is easier to move luggage on hard surfaces
- Carpeted areas appear cheap and become worn out
- Utilize terrazzo surfaces
- Utilize design to distinguish areas

Design Standard 9.: Amenities including concessionaires, waiting areas, lounges, meeting spaces, work areas, etc.

9A. Centralized Location

- Advantages
 - Less busy throughout the airport
 - Gate areas are calm
 - Consolidated services
 - Simplified decision making
- Ensure that clear pathways are integrated through the central area

9B. Distributed Throughout the Terminal

- Advantages
 - Discourages “gate-hugging”
 - Creates closer proximity to gates – passengers can watch for gate updates
 - Provides services and amenities throughout the airport – access to kiosks for food
 - Wayfinding could simplify the distribution of services and amenities
- Disadvantages
 - Most travelers prioritize getting through security
 - Liquids aren’t allowed through security
 - Coffee should be after TSA

9C. Located Before and After TSA

- Advantages
 - This provides convenience for friends and family
- Incorporate a meeting area for waiting
- Provide pre-security dining
- Create a dedicated business meeting area
- Disadvantages
 - Limited by square footage
 - Business travelers are typically in a rush
 - There is not a necessity to arrive early, the airport is not currently a hub

9D. Lounges

- Incorporate a common-use lounge
- Consider charging a fee
- Locate near TSA
- Disadvantages

Additional Comments

- Incorporate an outdoor area immediately after TSA

Design Standard 10.: Place-making elements including art installations, exhibits and story telling

10A. Permanent Fixtures

- Incorporate the history of Burbank
- Incorporate elements that are special to the region
- Integrate history in a modern way

- Partner with local studios to integrate 3-dimensional technology and more

10B. Temporary Installations

- Incorporate a digital canvas
- Incorporate “refreshing” 3-dimensional elements
- Provide display areas for local artists

10C. Performance Art

- Incorporate entertainment and silent movies
- Consider piano music in lounge area
- Incorporate a surprise factor
- Disadvantages
 - Could be out of place

Additional Comments

- Incorporate this design standard in outdoor walking areas
- The central portion of the airport can have distinctive art and performance activities

Design Charrette Workshop #5

Transcription

Design Charrette #5

Design Charrette Workshops

Individual Discussion Group Summaries

Group 1

Vision

Architectural Styles – Reflect the historical architectural styles of the area including mission, art deco, mid-century modern, and minimalism, include elements and materials such as arches, tiles, brass, gold . . .

- Will this be integrated into all styles?
- Bring forward elements of existing building
- Consider security elements
- Integrate the future as well as the past

Local History and Culture – Convey the history and culture of the area and the local community's contributions to the aviation, film and television industries . . .

- Include photos of the past
- Utilize looped projections of images

Sustainability – Use green building materials for inside and outside the terminal

- What are the implications of solar implementation?

LEED Building Certification – Work toward a high level of LEED certification . . .

- The goal should be to be net zero by 2030
- Consider LEED's minimum standards
- Integrate other environmental standards – “Living Building Challenge”

Comfortable and Inviting - Create a comfortable, inviting feel . . .

- Include enough outlets and charging areas as well as trashcans

Sense of Place - Create a strong sense of arrival and sense of place . . .

- Gateways offer design strengths – they can be utilized as entrances to SoCal or Burbank
- Prioritize serving local business commuters

Additional Ideas

- Arriving at the airport should be experiential
- Consider the train to terminal trip experience

Story-Telling

Local Culture and Community Identity - Reflect the identity of Burbank by incorporating local restaurants and business, the work of local artists and musicians, and the history of Southern California . . .

- Add elements that are specific to Burbank (i.e. Portos, local restaurants)

Additional Ideas

- Depict early history and natural environment of the surrounding area prior to the 20th Century
- Incorporate airport concierge to SoCal attractions

Design Features and Amenities

Comfort - Create a range of functional attractive and comfortable sitting areas, work spaces and places to relax . . .

- Access to multiple forms of technology is an expected amenity

Universal Design – Maximize accessibility for all users and meet or exceed all ADA standards using features such as: ramps, people movers, and internal shuttles . . .

- Ensure an inclusive design that consider multi-generational users

Family-Friendly – Create a terminal that is family-friendly, child friendly, and pet-friendly

- Incorporate senior-friendly designs

Navigation – Ensure easy navigation within the terminal through the use of information kiosks, virtual assistants, pleasant intercom voices, and clear attractive signage . . .

- Incorporate clear audio to assist with navigation

Art and Music – Incorporate public art installations including but not limited to galleries, murals and mosaics, sculptures, and selfie backgrounds . . .

- Utilize local artists
- Refer to the musicians in Oakland and Portland as examples

Airplane Observation Areas - Provide opportunities to connect with airplanes from viewing platforms and observation decks . . .

- Integrate pre- and post-boarding areas

Additional Ideas

- Food areas should incorporate sustainability as well
- All stands and amenities should be open whilst the airport is open
- Incorporate larger bathroom spaces
- Integrate areas that are dedicated for meeting and greeting
- Consider security technology with detectors to protect against biowarfare
- Streamline the security process

Design Principles and Guidelines

2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Incorporate tinted windows on the East and West portions to minimize sun exposure

4.0: Green Design

4.1 Achieve LEED Certification

- Incorporate a grey water system

4.2 Use sustainable building materials

- Integrate local habitat

5.0: A Quality, Authentic, Iconic Structure

5.1 Reflect the identity of Burbank and the surrounding region

- Integrate a Mission-styled interior and a modern exterior

Additional Ideas

- Include convenient access between parking, rental cars, and terminals
- Coordinate between Metrolink and Metro
- Consider the implications of a rideshare element
- Prioritize having large, conveniently placed, and clean bathrooms
- Retain Southwest's sitting area
- Incorporate large corridors

Design Concepts and Details

1.0: Preferred Exterior Materials and Finishes

Steel

- The photos on the board provide bad examples
- Cons
 - Too modern
 - Not iconic or traditional

5.0: Aircraft Boarding

Jetways

- What are the implications on rear boarding?
- This can create safety issues for persons with disabilities

9.0: Amenities (Including Concessionaires, Waiting Areas, Lounges, Meeting Spaces, Work Areas, Etc.)

Centralized Location

- Avoid chokepoints

Distributed Throughout the Terminal

- Place amenities closer to gates

Group 2

Vision

Additional Ideas

- Maintain simplicity

Story-Telling

Additional Ideas

- Integrate stories about the Spanish missions
- Tell Native and Indigenous people's stories
- Consider what the future of Burbank may look like
- Integrate Kiosks for concierge
- Incorporate interactive technology for visitors
- Consider height and accessibility of amenities

Design Features and Amenities

Comfort - Create a range of functional attractive and comfortable sitting areas, work spaces and places to relax . . .

- Include comfortable design features and amenities at gates
- Use chair without bars
- Incorporate old school phone booths by gates for private calls

Universal Design – Maximize accessibility for all users and meet or exceed all ADA standards using features such as: ramps, people movers, and internal shuttles . . .

- Integrate this pre- and post-TSA
- Incorporate wide aisles and entries without doors
- Ensure bathroom soap, sinks, changing tables, door hooks, and towels are accessible
- Include kiosk maps

- Incorporate an emergency lane demarcated in red carpet

Family-Friendly – Create a terminal that is family-friendly, child friendly, and pet-friendly

- What are the implications of noise from the P.A. system?
- Integrate family restrooms in the middle and at each end of the terminal

Multi-modal Access – Design for easy access to and from the terminal including multi-modal connections, ride share areas, and curbside check-in with close proximity to ticketing areas . . .

- Keep the shuttle within Airport property
- Integrate signs denoting each transit mode
- Incorporate vertical takeoff from terminal and parking structure (uber drones)
- Include space for scooters, bikes, etc.
- Add a moving sidewalk for those requiring ADA access to multimodal options

Navigation – Ensure easy navigation within the terminal through the use of information kiosks, virtual assistants, pleasant intercom voices, and clear attractive signage . . .

- Utilize visual cues to minimize noise from P.A. systems
- Consider integration of emergency signage (i.e., blinking, exit)
- Place “helper” staff for directions and ASL access

Food Options - Provide diverse and convenient food options including but not limited to grab n’ go, food trucks, local breweries, and bars . . .

- Consider a pet restaurant for service animals
- Include healthy and child-friendly food options
- Give access to food trucks
- Integrate automated food services
- Reduce queuing in hallways
- Ensure food is sold at fair market rates

IT Infrastructure - Provide access to technology including Wi-Fi, charging stations, airport specific mobile apps, workstations, smart parking . . .

- Integrate Wi-Fi emergency reporting
- Create an Airport App that shows food, flight delays, etc.
- Integrate gate-specific P.A. systems

Renewable Energy – Strive for energy independence through the use of renewable energy technology . . .

- Include an onsite battery

Art and Music – Incorporate public art installations including but not limited to galleries, murals and mosaics, sculptures, and selfie backgrounds . . .

- Include youth and local artists – rotate arts
- Spread throughout the airport
- Minimize the use of music

- Incorporate educational displays and cutaways
- Integrate Science, Technology, Engineering, Arts, and Math (STEAM)

Airplane Observation Areas - Provide opportunities to connect with airplanes from viewing platforms and observation decks . . .

- Utilize this as a teaching opportunity
- Incorporate signage with gate information

Additional Ideas

- Include car-charging stations

Design Principles and Guidelines

1.0: Simplicity, Convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Consider alternate entrances
- Include a cell phone lot
- Embed LED floor lights
- Ensure equidistance between lots and terminal
- Include surface painted signs

1.2 Create attractive and comfortable sitting areas

- Include sleep pods
- Include liftable arms on all seats
- Integrate mixed seating types (i.e., chair, couch, high bar)
- Add stationary bikes and treadmills
- Include sanitary wipes throughout the terminal
- Incorporate easy-to-clean surfaces and materials

1.3 Maximize accessibility for all users (Universal Design)

- Signage should have a sensitivity to security
- Drop-off and pick-up locations should have clear signage
- Integrate luggage pick-up signs
- Include a dedicated blue lane or curb area

1.4 Make it easy to navigate in and around the terminal

- Consider sightlines for signage, utilize staggered signage

1.5 Provide diverse, convenient and local food options

- Include water stations
- Incorporate a brewery and winetasting on site
- Enforce a plastic ban

1.6 Make it family-friendly, child-friendly, and pet-friendly

- Consolidate pet and child amenities

- Incorporate senior-friendly areas as well

2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Utilize more natural lighting for increased productivity

4.0: Green Design

4.1 Achieve LEED Certification

- Showcase recycling options
- Create a plan for food waste

7.0: Reflections of Classic Hollywood Style

Additional Ideas

- Consider the past, present, and future

Group 3

Vision

Architectural Styles – Reflect the historical architectural styles of the area including mission, art deco, mid-century modern, and minimalism, include elements and materials such as arches, tiles, brass, gold . . .

- Incorporate a Disney style

Local History and Culture – Convey the history and culture of the area and the local community's contributions to the aviation, film and television industries . . .

- Utilize the Lockheed history

Open Air Feeling – Create an open air feeling using elements such as open air walkways, outdoor spaces and courtyards, high ceilings and skylights, and spacious boarding areas with expansive mountain views and water features . . .

- Take advantage of weather while including canopy for protection from rain and sun

Airplane Connection – Provide observation areas . . .

- Integrate history of Amelia Earhart and Rosie the Riveter

Natural Lighting – Allow natural outdoor lighting to illuminate the terminal using transparent materials such as glass and open roofs . . .

- Incorporate sunlight

Additional Ideas

- Use San Fernando City Hall as an example
- Reflect Native people in the new terminal
- Incorporate Pick-Wick and Equestrian Rancho themes

Design Features and Amenities

Universal Design – Maximize accessibility for all users and meet or exceed all ADA standards using features such as: ramps, people movers, and internal shuttles . . .

- Use upgraded standards
- Extend loading times
- Lower ticketing desks
- Add staff for assistance
- Incorporate lifts in addition to ramps

Multi-modal Access – Design for easy access to and from the terminal including multi-modal connections, ride share areas, and curbside check-in with close proximity to ticketing areas . . .

- Coordinate with Metrolink and Metro buses

Navigation – Ensure easy navigation within the terminal through the use of information kiosks, virtual assistants, pleasant intercom voices, and clear attractive signage . . .

- Ensure that signage is clear and attractive for all
- Incorporate GPS technology beacons

IT Infrastructure - Provide access to technology including Wi-Fi, charging stations, airport specific mobile apps, workstations, smart parking . . .

- Include beacons like SFO
- Utilize airport-specific mobile apps
- Include this infrastructure at points of entry to aid in gate guidance – refer to the airports in Taiwan and Singapore

Art and Music – Incorporate public art installations including but not limited to galleries, murals and mosaics, sculptures, and selfie backgrounds . . .

- Switch art exhibitions quarterly
- Reach out to design schools and firms

Additional Ideas

- Wayfinding should be simple

Design Principles and Guidelines

1.0: Simplicity, Convenience and Ease of Use

1.2 Create attractive and comfortable sitting areas

- Accommodate all users by adding a variety of seating options, (i.e. , ADA, children-sized seating)

3.0: Human Scale

3.2 Create comfortable and inviting feel

- Ensure accessibility throughout

5.0: A Quality, Authentic, Iconic Structure

5.3 Include public art installations

- Utilize local artists

Design Concepts and Details

1.0: Preferred Exterior Materials and Finishes

Steel

- Consider the implications of seismic activity
- Incorporate smart windows
- Utilize timber

5.0: Aircraft Boarding

Jetways

- Jetways function best when there is first- and second-level separation

6.0: Building Shape and Articulation

Rectilinear

- Floor plan should be simple and elegant
- Utilize a curvilinear design in some places to incorporate creativity

7.0: Exterior Lighting, Road and Pathway Markers and Wayfinding Elements

Traditional

- Functionality will impact how people move in and out of the terminal

8.0: Interior Materials and Finishes, Color and Lighting

Muted and Subtle

- Consider emergency and disaster situations

9.0: Amenities (Including Concessionaires, Waiting Areas, Lounges, Meeting Spaces, Work Areas, Etc.)

Distributed Throughout the Terminal

- Traffic and queuing conflicts can be addressed through effective design
- This is not as critical for a small airport
- Business travelers need workspace

10.0: Place-Making Elements (Including Art Installations, Exhibits and Storytelling)

Permanent Fixtures

- Consider surrounding cities (i.e., Pasadena, Los Angeles, Glendale)

Temporary Installations

- Incorporate exhibitions from local art schools (i.e., Art Center, CalArts, NYSF)

Group 4

Vision

Local History and Culture – Convey the history and culture of the area and the local community's contributions to the aviation, film and television industries . . .

- Definitely include this in the design
- Include pre-Burbank history, e.g. the Tongva tribe

Reflecting the Surrounding Environment - Draw upon natural and native colors from the surrounding landscape . . .

- Bring in earth tones but no orange

Comfortable and Inviting - Create a comfortable, inviting feel . . .

- Be sure to incorporate quiet spaces between the gates

Sense of Place - Create a strong sense of arrival and sense of place . . .

- Include pre-Burbank history
- Create a strong sense of place inside and outside

Story-Telling

Film & Television Industry - Celebrate the achievements of the film and television industry including but not limited to 1930's motion pictures, Bob Hope, Johnny Carson, the red carpet, Oscars, the Kodak and Dolby Theaters . . . Tell the stories from classic moments in film history

- Have installations on rotation
- Include theme installations
- Rent space to film studios

Major Visitor-Serving Destinations - Reflect our regional identity by celebrating major destinations and events such as The Tournament of Roses and The Rose Parade, the film and television studios, Griffith Park, along with native and early history. . .

- Include the Rose Bowl

Local Culture and Community Identity - Reflect the identity of Burbank by incorporating local restaurants and business, the work of local artists and musicians, and the history of Southern California . . .

- Bring In-N-Out Burger inside the terminal

Universal Design – Maximize accessibility for all users and meet or exceed all ADA standards using features such as: ramps, people movers, and internal shuttles . . .

- Include every aspect of this in the design
- Consider light-sensitivity in the design

Family-Friendly – Create a terminal that is family-friendly, child friendly, and pet-friendly

- Design light and noise-sensitive spaces
- Install interactive screens

Multi-modal Access – Design for easy access to and from the terminal including multi-modal connections, ride share areas, and curbside check-in with close proximity to ticketing areas . . .

- Provide a north-south tram to connect the existing southern rail station to the replacement terminal and a high-speed rail to the north
- Connect Phase 2 with the construction of a high-speed-rail station
- Build a cell phone waiting lot

Navigation – Ensure easy navigation within the terminal through the use of information kiosks, virtual assistants, pleasant intercom voices, and clear attractive signage . . .

- Provide high contrast in navigation resources/materials

IT Infrastructure - Provide access to technology including Wi-Fi, charging stations, airport specific mobile apps, workstations, smart parking . . .

- Provide 5G connectivity

Design Principles and Guidelines

1.0: Simplicity, Convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Prioritize ease of use for bus and taxi
- Provide rideshare with a separate entry/exit
- Label pillars to identify location
- Realize a flexible design for future innovation

1.2 Create attractive and comfortable sitting areas

- Make sitting areas durable and easy to clean
- Provide an overnight area

1.3 Maximize accessibility for all users (Universal Design)

- Provide staff training to handle and fold wheelchairs

2.0: Openness and Transparency

2.1 Maximize use of natural light to illuminate the terminal

- Use photo-sensitive glass/transition glass to keep heat out
- Include shade

2.2 Create an open-air feeling

- Include shade

3.0: Human Scale

3.1 Draw upon natural and native color from the surrounding landscape

- Do not include orange

3.2 Create comfortable and inviting feel

- Include noise reduction/sound-absorbing materials

4.0: Green Design

4.1 Achieve LEED Certification

- Install a smart escalator

4.2 Use sustainable building materials

- Provide energy capture

4.3 Plant native vegetation

- Recapture water

5.0: A Quality, Authentic, Iconic Structure

5.3 Include public art installations

- Make sure they have a Burbank focus

6.0: Aircraft Connection

6.1 Embrace the aviation industry and its history

- Recreate the SR 71

7.0: Reflections of Classic Hollywood Style

7.1 Celebrate the entertainment industry

- Provide experience
- Bring in actors to play significant figures
- Provide behind the camera/production experience
- Install a studio backlot experience

Design Concepts and Details

1.0: Preferred Exterior Materials and Finishes

Glass

- Cons
 - Glass is harder to make efficient and would need to meet Title 24.

2.0: Exterior Landscapes and Hardscapes

Planting Areas: Formal or Informal?

- Install sound-reducing materials to minimize white noise

3.0: Signage and Wayfinding

Simple or Iconic?

- Make all signage and wayfinding high contrast.

4.0: Weather Protection

Simple or Iconic?

- Build structures/canopies to cover cars
- Consider a two-story design

Additional Ideas

- Denver does both—ramps at the front and jetways at the back

6.0: Building Shape and Articulation

Additional Ideas

- Consider a two-story design
- Streamline traffic by separating Departures from Arrivals
- Reduce road rage through design

7.0: Exterior Lighting, Road and Pathway Markers and Wayfinding Elements

Bold and Artistic

- Like the “Melbourne” sign, provide a “Burbank” welcome sign

8.0: Interior Materials and Finishes, Color and Lighting

Muted and Subtle

- Make interior materials fun but flexible

9.0: Amenities (Including Concessionaires, Waiting Areas, Lounges, Meeting Spaces, Work Areas, Etc.)

Distributed Throughout the Terminal

- Design the terminal with amenities distributed to aid in crowd management

10.0: Place-Making Elements (Including Art Installations, Exhibits and Storytelling)

Performance Art

- Do not incorporate performance art; this is too much

Group 5

Vision

Airplane Connection – Provide observation areas . . .

- Make observation areas open to all, not only to flyers

LEED Building Certification – Work toward a high level of LEED certification . . .

- Aim high in working toward LEED—Platinum and net-zero
- Be forward thinking with a nostalgic heart

Sense of Place - Create a strong sense of arrival and sense of place . . .

- Provide outdoor rooms and spaces—e.g. rocking chairs like Charlotte airport

Additional Ideas

- Make the airport a community asset so that the general public and non-travelers can enjoy amenities on-site

Story-Telling

Major Visitor-Serving Destinations - Reflect our regional identity by celebrating major destinations and events such as The Tournament of Roses and The Rose Parade, the film and television studios, Griffith Park, along with native and early history. . .

- Include the Autry Museum and Griffith Park in the design

Additional Ideas

- Include stories about the area's agricultural heritage

Design Features and Amenities

Universal Design – Maximize accessibility for all users and meet or exceed all ADA standards using features such as: ramps, people movers, and internal shuttles . . .

- Provide organized, comfortable circulation for wheelchair access

Navigation – Ensure easy navigation within the terminal through the use of information kiosks, virtual assistants, pleasant intercom voices, and clear attractive signage . . .

- Provide organized, comfortable circulation for wheelchair access and all will be accommodated

Food Options - Provide diverse and convenient food options including but not limited to grab n' go, food trucks, local breweries, and bars . . .

- Provide many local food options
- Provide local food items to sell as gifts
- Restaurants do not really need to have tablets for menus

Renewable Energy – Strive for energy independence through the use of renewable energy technology . . .

- Educate visitors about why renewable energy is important
- Explain why we have moved away from oil

Art and Music – Incorporate public art installations including but not limited to galleries, murals and mosaics, sculptures, and selfie backgrounds . . .

- Provide rotating art and music installations
- Tap into the entertainment industry for art installations
- Provide a permanent place for art; do not make art an afterthought
- Tap into local colleges for installations
- Hire a curator at the airport to keep it interesting and bring people back

Airplane Observation Areas - Provide opportunities to connect with airplanes from viewing platforms and observation decks . . .

- Make sure observation areas are for everyone

Additional Ideas

- Provide a great curbside check-in service
- Provide a USO and an interfaith center
- Install well-designed internal travel paths
- Think forward about future needs—e.g. processing/customs for future expansion
- Install many charging locations for electrical devices
- Provide streamlined TSA areas—consider automation
- Keep baggage claim a comfortable area
- Keep internal acoustics quiet
- Install a quality PA system
- Provide parity in restroom design
- Provide equal treatment to people in wheelchairs waiting at gates and amenities that cater to people in wheelchairs
- Build with materials that do not off-gas

Design Principles and Guidelines

Additional Ideas

- Focus on function first during the design process because design will follow
- Provide water bottle filling stations and ban plastic bottles in the terminal
- Utilize Phoenix as a model for waste management to recreate

1.0: Simplicity, Convenience and Ease of Use

1.1 Make ingress and egress as easy as possible

- Make it easy and quick to arrive and depart
- Separate transit from cars at the curb
- Prioritize alternate modes of transportation
- Consider no drop-off curb for cars
- Make it easy and accessible to get from terminal to transit—look at Disneyland for inspiration

3.0: Human Scale

3.2 Create comfortable and inviting feel

- Provide a park at the entrance, not a curb
- Provide places to shower
- Install a climbing wall for kids

Design Concepts and Details

Additional Ideas

- Be recognizable, like the background for a newscast
- Make Burbank a leader in providing an airport experience catered to people who use wheelchairs and others with disabilities

1.0: Preferred Exterior Materials and Finishes

- Install finishes that are durable and “bulletproof”

2.0: Exterior Landscapes and Hardscapes

Planting Areas: Formal or Informal?

- Make sure planting areas are low maintenance

3.0: Signage and Wayfinding

- Install signage and wayfinding scaled and located for all users
- Provide/install signage and wayfinding that is more intuitive
- Recreate the Indianapolis airport app for Burbank

5.0: Aircraft Boarding

Additional Ideas

- Provide greater attention to wheelchair users

Jetways

- Pros
 - Jetways are safer

6.0: Building Shape and Articulation

Additional Ideas

- Create a sense of arrival
- Provide parity for arrivals and departures

9.0: Amenities (Including Concessionaires, Waiting Areas, Lounges, Meeting Spaces, Work Areas, Etc.)

Amenities Located Before and After TSA

- Provide amenities before and after TSA and close to gates

Distributed Throughout the Terminal

- Reduce distance between amenities and gates

Design Charrette Workshop #6

Transcription

Design Charrette #6

Design Charrette Workshops

Individual Discussion Group Summaries

Station 3 – Story-Telling

- Consider reaching out to Wes Clark, he is a local Burbank historian who has written books about Burbank's History

Station 4 – Design Features and Amenities

- Consider open jetways
- Connect travelers with outdoors
- Clear signage is desirable
- Integrate areas for meditation, families, and pets

Station 5 – Design Principles and Guidelines

- Avoid separating planeside space and connect all gates

Station 6 – Design Concepts and Details

- Restrooms
 - Design to accommodate luggage
 - Add more female-friendly amenities
 - Add multiple hooks, elongate doors, and add "occupied" labels
 - Integrate a door-less entry
- Accessibility
 - Focus on convenience, comfort for the disabled, easy access, and simplified wayfinding
 - Designs should be conducive to ADA accessibility
 - Avoid planters near couches to allow ease of movement for wheelchairs and scooters
 - Ensure "real-world accessibility" in the design of the new terminal for those needing ADA access
 - Integrate eight parking spaces on the first floor of the parking structure for disabled people
 - Provide access for disabled people at the Metrolink station

- Consider openable jetways as a compromise between open stairs and closed jetways
 - This has the potential to connect people to the outdoors
 - This provides a unique feature to distinguish this airport from others
- Transportation
 - Separate rideshare pickup and drop-off areas to minimize congestion and wait times
 - What are the new design's implications on the new multimodal facility near the old terminal?
 - Incorporate a designated roadway for the RITC shuttle (not a public road)
- Let's look positively to the future
- Integrate 21st century building styles, take pride in our current time
- Design for the ages
- Plan and design for 50 years into the future
- Build for the future as opposed to now
- Focus on functionality as opposed to aesthetics
- Do not waste funds on "stylish" features
- Integrate live music as it has the potential to change the atmosphere (Portland's airport does it)
- Avoid the use of ramps for plane loading
- If there aren't jetways, use a two-step lift
- Lower signage heights and use large letters
- An outdoor connection for boarding is desirable
- Keep back door entry and exit option
- Utilize high quality materials that will last
- Centralize check-in and TSA area to allow for ease of travel between post-TSA gates
- Design to create clear security lanes and TSA precheck areas
- Incorporate a business lounge for paying passengers to access
- Integrate elevated and visible law enforcement stations within each terminal
- Include staffed information booths
- Assess the airports capability to become an international airport by analyzing surrounding properties for additional space
- Planes should be directly at the gate as opposed to down the tarmac

Additional Ideas

- Incorporate water filling stations throughout the airport
- Eliminate plastic by utilizing recyclable and compostable resources in restaurants
- Make use of the fact that fruit trees thrive in California by integrating citrus trees in the atrium or outside

EXHIBIT L
BGPAA Clean Construction Policy

(attached)

EXHIBIT L

BGPAA CLEAN CONSTRUCTION POLICY

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BGPAA CLEAN CONSTRUCTION POLICY
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L-1	BGPAA CLEAN CONSTRUCTION POLICY
L-2	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT MEMORANDUM OF UNDERSTANDING; HOLLYWOOD BURBANK AIRPORT AIR QUALITY IMPROVEMENT PLAN

END OF BGPAA CLEAN CONSTRUCTION POLICY TABLE OF CONTENTS

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EXHIBIT L

(RFP E22-03 ATTACHMENT E)

BGPAA CLEAN CONSTRUCTION POLICY

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BGPAA CLEAN CONSTRUCTION POLICY

Consistent with the MOU between BGPAA and the South Coast Air Quality Management District, to reduce emissions of NO_x generated during the construction of capital improvement projects, Contractor is required to comply with the following requirements:

- On-road medium-duty and larger diesel-powered trucks with a gross vehicle weight rating of at least 14,001 pounds shall comply with USEPA 2010 on-road emissions standards for PM₁₀ and NO_x.
- All off-road diesel-powered construction equipment greater than 50 horsepower shall meet, at a minimum, USEPA Tier 4 (final) off-road emissions standards.
- The on-road haul truck and off-road construction equipment requirements shall apply unless Contractor provides documentation that one of the following circumstances exists, in which case the next cleanest vehicle or equipment available shall be used:
 - The Contractor does not have the required types of on-road haul trucks or off-road construction equipment within its current available inventory and intends to meet the requirements as to a particular vehicle or piece of equipment by leasing or short-term rental, and the Contractor has attempted in good faith and due diligence to lease the vehicle or equipment that would comply with these measures, but that vehicle or equipment is not available for lease or short-term rental within 120 miles of the project site, and the Contractor has submitted documentation to BGPAA showing that the requirements of this exception provision apply.
 - The Contractor has been awarded funding by SCAQMD or another agency that would provide some or all of the cost to retrofit, repower, or purchase a piece of equipment or vehicle, but the funding has not yet been provided due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent the equipment or vehicle that would comply with Policy, but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project site, and the Contractor has submitted documentation to BGPAA showing that the requirements of this exception provision apply.

- Contractor has ordered a piece of equipment or vehicle to be used on the construction project in compliance with Policy at least 60 days before that equipment or vehicle is needed at the project site, but that equipment or vehicle has not yet arrived due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent a piece of equipment or vehicle to meet the requirements of Policy, but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project, and the Contractor has submitted documentation to BGPAA showing that the requirements of this exception provision apply.
- Documentation of good faith efforts and due diligence regarding the above exceptions shall include written record(s) of inquiries (i.e., phone log[s]) to at least three (3) leasing/rental companies that provide construction-related on-road trucks of the type specified in the Policy above (i.e., medium-duty and larger diesel-powered trucks with a gross vehicle weight rating of at least 14,001 pounds) or diesel-powered off-road construction equipment such as the types to be used by the Contractor, documenting the availability/unavailability of the required types of trucks/equipment. BGPAA will, from time-to-time, conduct independent research and verification of the availability of such vehicles and equipment for lease/rent within a 120-mile radius of BGPAA, which may be used in reviewing the acceptability of the Contractor's good faith efforts and due diligence.
- In any of the situations described above, the Contractor/ Subcontractor shall provide the next cleanest piece of equipment or vehicle as provided by the step-down schedules in Table A for Off-Road Equipment and Table B for On-Road Equipment.

Table A Off-Road Compliance Step Down Schedule*		
Compliance Alternative	Engine Standard	CARB-verified DECS (VDECS)
1	Tier 4 interim	N/A**
2	Tier 3	Level 3
3	Tier 2	Level 3
4	Tier 1	Level 3
5	Tier 2	Level 2
6	Tier 2	Level 1
7	Tier 3	Uncontrolled
8	Tier 2	Uncontrolled
9	Tier 1	Level 2
** Tier 4 (interim or final) or 2007 model year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		
Equipment less than Tier 1, Level 2 shall not be permitted.		

Table B On-Road Compliance Step Down Schedule*		
Compliance Alternative	Engine Model Year	CARB-verified DECS (VDECS)
1	2007	N/A**
2	2004	Level 3
3	1998	Level 3
4	2004	Uncontrolled
5	1998	Uncontrolled
** 2007 Model Year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		
Equipment with a model year earlier than Model Year 1998 shall not be permitted.		

- How to use Table A and Table B: For example, if Compliance Alternative #1 is required by this policy but Contractor cannot obtain an off-road vehicle that meets the Tier 4 interim standard (Compliance Alternative #1 in Table A) and meets one of the above exceptions, then Contractor shall use a vehicle that meets the next compliance alternative (Compliance Alternative #2) which is a Tier 3 engine standard equipped with a Level 3 VDECS. Should Contractor not be able to supply a vehicle with a Tier 3 engine equipped with a Level 3 VDECS in accordance with Compliance Alternative #2 and has satisfied the requirements of one of the above exceptions as to Contractor's ability to obtain a vehicle meeting Compliance Alternative #2, Contractor shall then supply a vehicle meeting the next compliance alternative (Compliance Alternative #3), and so on. If Contractor is proposing an exemption for on-road equipment, the step-down schedule in Table B should be used. Contractor must demonstrate that it has satisfied one of the exceptions listed above before it can use a subsequent Compliance Alternative. The goal of this requirement is to ensure that Contractor has exercised due diligence in supplying the cleanest fleet available.
- Nothing in the above shall require an emissions control device (i.e., VDECS) that does not meet OSHA standards.
- All diesel-fueled equipment will be outfitted with best available emissions control devices where technologically feasible; applies to off-road equipment (such as construction machinery), diesel-fueled on-road vehicles (such as trucks), and stationary diesel-fueled engines (such as electric generators).
- Contractor shall utilize grid-based electric power at the construction site where feasible. If diesel or gasoline-fueled generators are necessary, generators using "clean burning diesel" fuel and exhaust emission controls shall be utilized.
- Rock-crushing operations and construction material stockpiles shall be located away from airport adjacent residents.
- The Contractor or equipment owner (in cases where construction equipment is leased) is responsible for all costs of purchase, installation, and maintenance of retrofit device or any new construction equipment required by the policy. The Contractor shall also be responsible for any compliance costs to be incurred by any of their subcontractors.

Compliance Monitoring and Reporting Obligations:

- The Contractor is required to submit a Clean Construction Compliance Plan for review and approval prior to beginning any field work. The Clean Construction Compliance Plan shall include the following information:
 - Designate a person or persons responsible for monitoring compliance with the requirements and reporting in accordance with the plan.
 - A list of all construction equipment greater than 50 horsepower to be used on site with documentation demonstrating either compliance with the requirement or that the requirements of a described exception provision have been met.
 - Documentation that all medium duty and larger diesel-powered trucks with a GVW of at least 14,001 to be used during the project will comply with the requirement or that the requirements of a described exception provision have been met.
 - A monitoring plan and reporting schedule describing how Contractor's designated person will monitor and report continued compliance with the clean construction requirements throughout the duration of the project.

END OF ATTACHMENT E

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**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
OCTOBER 21, 2019**

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM OF UNDERSTANDING;
HOLLYWOOD BURBANK AIRPORT AIR QUALITY IMPROVEMENT PLAN**

SUMMARY

Staff seeks a Legal, Government and Environmental Affairs Committee (Committee) recommendation to the Commission to approve a voluntary Memorandum of Understanding (MOU) with the South Coast Air Quality Management District (SCAQMD) and to approve an Air Quality Improvement Plan (AQIP) to minimize and reduce air emissions related to non-aircraft mobile source activities at the Airport.

BACKGROUND

The 2016 Air Quality Management Plan (AQMP) is the latest regional blue-print for achieving federal and state air quality standards in the South Coast Air Basin (Basin). Included in the 2016 AQMP is control measure MOB-04, which addresses emission reductions at commercial airports. This control measure is intended to help achieve the emission reductions attributed to California Air Resources Board's further deployment of cleaner technology measures by reducing emissions from these facilities through SCAQMD's actions (e.g., indirect source rules or other programs). Following the adoption of the 2016 AQMP, SCAQMD staff collaborated with the Authority and certain other airport operators in the Basin (i.e., Long Beach Airport, Ontario International Airport, John Wayne International Airport, and Los Angeles International Airport) to develop a voluntary MOU approach for commercial airports based on the development of voluntary AQIPs for non-aircraft emissions. Aircraft emissions are not a part of the MOUs and AQIPs as aircraft operations are under federal jurisdiction.


Over the past year, SCAQMD staff held four working group meetings and many individual collaboration meetings with the Basin airports. All Basin airports collaborated with the airlines and Airlines for America (A4A) on data sharing and the AQIP policy development. While each airport has tailored its AQIP to address its individual needs, many common programs have been developed. These programs include 1) ground support emissions reduction programs, 2) clean construction policies, 3) converting airport-owned fleet to electric and/or super low emission vehicles, and 4) commitments to increasing electric vehicle charging infrastructure at airport campuses. As part of this collaboration effort, all Basin airports provided draft AQIPs, proposed emission reduction measures and initiatives, draft MOUs, and preliminary emission inventory data, including 2017 baseline emissions, emission forecasts in 2023 and 2031 under business as usual and AQIP implementation scenarios.

SCAQMD anticipates a modest reduction in NOx, approximately 0.52 and 0.38 tons per day of NOx emission reductions in 2023 and 2031, based on all AQIP measures for all Basin airports. While these emission reductions are modest, SCAQMD also recognizes other measures will

result in emission reductions that may not be easily quantifiable or State Implementation Plan (SIP) creditable.

Hollywood Burbank Airport Air Quality Improvement Plan

Staff, working with Trifiletti and Associates ("Trifiletti"), developed a comprehensive AQIP that represents a wholistic plan to reduce emissions from non-aircraft mobile sources related to airport operations. The AQIP demonstrates the Authority's long commitment to air quality reduction and sustainability, which is reflected in the Airport's operations and development plans, and which is now being documented in the AQIP (Exhibit B). The AQIP includes measures for clean fleet programs, covering a ground support equipment emissions policy, clean construction policy, airport clean fleet policy and zero-emission bus program, electric vehicle charging infrastructure program, various trip reduction programs, such as the participation in the Burbank Transportation Management Organization and BUR Metrolink Shuttle Program, as well as sustainable design and construction projects.



Memorandum of Understanding

Trifiletti also helped Staff develop a MOU framework consistent with other Basin airports' voluntary agreements with SCAQMD. Staff recommends the adoption of the voluntary MOU between the Authority and SCAQMD, which establishes specific responsibilities and commitments for each party. (Exhibit B). The purpose of the MOU is to quantify the emission reduction benefits associated with the implementation of the AQIP strategies at the Airport to provide SIP credits to SCAQMD. The MOU includes a schedule for two eligible SIP creditable measures (ground support equipment policy and airport shuttle program) which specify the metrics and performance targets and timeline for implementation. Under the MOU, the Authority is committing to implement these eligible SIP creditable measures and to achieve the performance targets in these measures. The Authority is also committing to provide annual reports to SCAQMD, by June 1st of each year beginning in 2021 and through the end of MOU term in 2031, on the implementation of these measures, including the detailed equipment/vehicle data and emissions inventories with supporting methodology and calculations for emission benefits.

As part of the MOU, SCAQMD commits to quantify the corresponding SIP emission reductions associated with the two measures and to make an enforceable commitment for these reductions to the United States Environmental Protection Agency (EPA) for inclusion into the SIP. Based on the annual reports submitted by the airports, SCAQMD will also quantify the actual emission reductions for these measures for the attainment milestone years (2023, 2031) and prepare and submit the necessary documentation to EPA for tracking these reductions. SCAQMD also commits to ensure that the relevant data including the AQIPs, MOUs, annual reports submitted by the Basin airports, and SCAQMD's reports to EPA are accessible to the public. In the event that the actual emission reductions from the implementation of the two measures specified in the MOU are less than the projected emission reduction benefits, SCAQMD will be responsible for achieving the reduction shortfall.

FUNDING

At the time the FY 2020 budget was being developed, the potential cost and timing impact of the SCAQMD's required actions could not be fully estimated. Some aspects of this item were

therefore not included in the adopted FY 2020 budget. Subject to the final costs to meet the conditions of the approved Work Plan, a budget amendment may be required. It should be noted however, that the AQIP includes voluntary measures that are subject to funding availability, sufficient infrastructure, economic reasonableness, technical feasibility, and stakeholder buy-in. In addition to Authority funds, the Authority is able to seek funding through federal, state and local programs, including but not limited to the FAA's Voluntary Airport Low Emissions Program and other similar programs, which require emissions reductions achieved through such programs to be voluntary in nature and exceed existing obligations to achieve emissions reductions.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission that it approve the MOU and the accompanying AQIP for the Airport.

**MEMORANDUM OF UNDERSTANDING BETWEEN
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AND
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
REGARDING HOLLYWOOD BURBANK AIRPORT'S AIR QUALITY IMPROVEMENT PLAN**

This Memorandum of Understanding ("MOU") is entered into by South Coast Air Quality Management District ("South Coast AQMD"), acting by and through its Governing Board, and the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a joint powers agency, in its capacity as the proprietor and certificated operator of the Bob Hope Airport, commonly known as Hollywood Burbank ("BUR" or "Airport"). The Authority and South Coast AQMD shall be referred to collectively as Parties (each a Party) to this MOU.

I. RECITALS

A. RECITALS BY SOUTH COAST AQMD

1. Air Regulatory Agencies. Air pollution remains a significant public health concern in many parts of California, and specifically in the South Coast Air Basin (Basin). South Coast AQMD, California Air Resources Board (CARB), and the United States Environmental Protection Agency (USEPA) are the regional, state, and federal regulatory agencies, respectively, with jurisdiction over air quality in the Basin. South Coast AQMD and CARB have developed and approved the 2016 Air Quality Management Plan (AQMP) for the Basin for incorporation into the California State Implementation Plan (SIP). The 2016 AQMP has been submitted to USEPA and was approved on October 1, 2019.
2. South Coast AQMD. South Coast AQMD is the regional air pollution control agency primarily responsible for reducing air pollution in the Basin, which consists of the County of Orange, and the non-desert portions of the Counties of Los Angeles, Riverside, and San Bernardino. BUR is located within the Basin.
3. Need for Emission Reductions. The Basin is classified as an extreme non-attainment area for the 1997 and 2008 8-hour ozone national ambient air quality standards (NAAQS) with statutory deadlines to reach attainment by 2023 and 2031, respectively. Despite significant air quality improvements achieved over the last several decades, to meet these standards, emissions of oxides of nitrogen (NOx) must be reduced by 45% in 2023 and 55% in 2031 as outlined in the 2016 AQMP, adopted by South Coast AQMD Governing Board in March 2017. The 2016 AQMP included Control Measure MOB-04 (Emission Reductions at Commercial Airports), with the goal of achieving emission reductions from commercial airports through implementation of voluntary airport strategies.

4. Emissions from Sources at Commercial Airports. Emissions associated with operations at commercial airports contribute to adverse air quality in the Basin, primarily due to airport-related mobile source activities. These sources include aircraft, cargo trucks, ground support equipment (GSE), off-road vehicles, shuttle buses, and passenger vehicles. Therefore, NOx emission reductions from commercial airports can assist with the effort to attain the ozone standards in 2023 and 2031.

B. RECITALS BY THE AUTHORITY

1. Airport. The Authority is the proprietor and certificated operator of BUR.
2. Airport Obligations. The Authority has entered into this MOU pursuant to its proprietary and governmental powers and authority under the State Aeronautics Act (California Public Utilities Code Sections 21001, et seq.).
3. Management and Operation. The Air Quality Improvement Plan (AQIP) and this MOU reflect the experience of the Authority in the management and operation of the Airport including extensive experience with the federal government, commercial aviation operators, general aviation operators and suppliers, the community, local public entities, and the residents of areas in the general vicinity of BUR.
4. Responsibility to Community. The MOU supports and is made in recognition of the importance of BUR to the economic health and well-being of the community surrounding BUR and the importance of balancing the needs of the community for adequate commercial air transportation facilities with environmentally responsible air transportation operations at BUR.
5. Statement of Intent. The Authority's consideration of the matters and issues referred to in this MOU is not intended as a statement that such matters and issues are the only ones considered by the Authority in connection with the formulation of the AQIP and this MOU. Rather this MOU reflects consideration by the Authority of all of its state and federal obligations and responsibilities as the proprietor of the Airport and addresses only those emission sources that the Airport believes it can reasonably affect.
6. Air Quality Improvement Plan (AQIP). The Authority has developed its own voluntary AQIP, with technical support provided by South Coast AQMD. The AQIP represents the Authority's best efforts to develop programs and strategies for reducing NOx emissions from airport mobile source operations based on its existing authority over airport emission sources. The AQIP includes specific initiatives and measures for certain non-aircraft emission sources operating at the Airport.

7. Emissions Inventory - The BUR AQIP includes the 2017 base year emissions inventory and 2023 and 2031 business as usual emissions forecasts as well as the 2023 and 2031 forecasts that include the projected estimates of emissions benefits from voluntary airport AQIP measures with quantifiable emission reductions. The AQIP provides an emissions inventory only for non-aircraft airport sources for which the AQIP includes specific voluntary airport measures and initiatives (i.e., ground support equipment, fuel/delivery trucks, on-road and off-road airport fleet vehicles, shuttle buses, and passenger transportation). The Authority has provided the AQIP with supporting calculations to South Coast AQMD.

C. JOINT RECITALS

1. Purpose of MOU

The purpose of this MOU is to set forth how the Parties, consistent with their respective legal authorities, intend to quantify the emission reduction benefits in the Basin through the implementation of the voluntary airport strategies developed by the Authority under the AQIP and MOU, and adopted by the Authority on November 4, 2019. Attachment A, "MOU Schedules," sets forth the specific voluntary airport AQIP measures that are subject to the MOU. This MOU does not create SIP creditable reductions; rather, it identifies specific voluntary airport AQIP measures and provides the means for South Coast AQMD to quantify the emission reductions from these voluntary airport AQIP measures to obtain SIP credits. The MOU is not intended to limit Airport growth. A central objective of the AQIP and MOU is to generate NOx reductions, and corresponding reductions of associated pollutants from non-aircraft airport mobile sources.

- a. MOU Schedules 1 and 2, specified in Attachment A, establish metrics for quantification of emission benefits associated with implementation of voluntary airport AQIP measures for each emission source category consistent with the 2023 and 2031 dates for attainment of the ozone standards.
- b. The Parties agree the MOU does not: (1) Establish an emissions cap or any other facility-wide limit for NOx, or any other pollutant; (2) Obligate the Airport to provide a facility-wide inventory of NOx or VOC emissions; however, the Parties agree to continue to work together in developing inventories of airport emission sources to support the development of future AQMPs outside of the AQIP/MOU process; or (3) Limit the Authority's ability to seek incentive or grant funding through federal, State and local programs, including but not limited to the FAA Voluntary

Airport Low Emissions (VALE) program and other similar programs, which require emissions reductions achieved through such programs to be voluntary in nature and exceed existing obligations to achieve emissions reductions.

- c. The emission reduction benefits from the voluntary airport AQIP measures in Attachment A may be used by South Coast AQMD to obtain SIP credit to the extent the emission reduction benefits quantified by South Coast AQMD for these measures satisfy USEPA's integrity elements (i.e., the emission reductions are quantifiable, surplus, permanent, and enforceable). South Coast AQMD may seek SIP credit for the quantified emission reductions through a separate SIP submittal.
- d. The Parties agree that South Coast AQMD, and not the Authority, will rectify any shortfall in prospective emission reductions from the voluntary airport AQIP measures specified in Attachment A.
- e. The Parties specifically disavow any desire or intention to create any third-party beneficiary under this MOU, and specifically declare that no person or entity shall have any remedy or right of enforcement.

2. MOU Public Process

- a. Following the adoption of the 2016 AQMP, South Coast AQMD staff held a series of public working group meetings to solicit comments on implementing Control Measure MOB-04 for commercial airports. Based on input received during the public process, South Coast AQMD staff developed a recommendation for South Coast AQMD Governing Board for the development of an MOU with the commercial airports. In the event that the MOU approach with the airports was not successful, staff also recommended consideration of a regulatory approach for reducing emissions from commercial airports.
- b. In May 2018, South Coast AQMD Governing Board approved staff's recommendation and directed staff to pursue an MOU approach with the commercial airports to implement 2016 AQMP Control Measure MOB-04.
- c. South Coast AQMD staff has established an MOU Working Group (WG), consisting of representatives from South Coast AQMD, commercial airports (Los Angeles International Airport, John Wayne Airport, Ontario International Airport, Hollywood Burbank Airport, and Long Beach Airport), CARB, USEPA, environmental organizations, labor, freight industry, airlines, other stakeholders, and the public to solicit comments on the MOU development. South Coast AQMD staff will also monitor the

implementation of this MOU and provide reports to USEPA. In addition, South Coast AQMD may utilize other well-established means of communication, including South Coast AQMD website, Subscribers lists, and Governing Board and Committee meetings, for disseminating information concerning the status of MOU implementation.

d. The MOU is developed through the public process outlined above for consideration by South Coast AQMD Governing Board and the Authority Commission.

3. MOU Applicability. The MOU (1) addresses only those initiatives and measures included in the BUR AQIP identified in Attachment A, and (2) does not supersede rules that are established by USEPA or CARB, or legal, regulatory, or contractual obligations that the Airport is subject to such as U.S. Department of Transportation (USDOT) or Federal Aviation Administration (FAA) regulations; federal statutes, including the Anti-Head Tax Act (AHTA), the Federal Aviation Act, and the Airline Deregulation Act; international treaties; or the doctrines of federal preemption, the dormant Commerce Clause, and the Supremacy Clause.

a. Excluded Sources. Nothing in the AQIP or this MOU is intended or shall be interpreted to regulate or otherwise apply to (1) any source that is not specifically identified as a AQIP Source in Attachment A, including aircraft, inclusive of Auxiliary Power Units (APUs), aircraft engines or any other aircraft parts or systems, or (2) the operation of any source that is not specifically identified as a AQIP Source in Attachment A, namely aircraft, inclusive of APUs, aircraft engines, or any other aircraft parts or systems, either in flight or on the ground, including while taxiing or parked at an aircraft gate, remain-overnight (RON) position, maintenance facility, or any other airport location, or (3) any and all activities associated with General Aviation (GA) operations including aircraft, GA related GSE and vehicles and equipment. For purposes of the AQIP and this MOU, GA is defined as all civil aviation operations *except*: operations by 14 C.F.R Part 121 commercial carriers and regularly scheduled air services.

II. NOW, THEREFORE, in consideration of the mutual interests and benefits of all Parties to be derived from emissions reductions of NO_x, and corresponding anticipated reductions to other pollutants, including VOC and PM, resulting from the implementation of the strategies identified in the voluntary AQIP, the Parties hereto agree as follows:

A. AUTHORITY'S RESPONSIBILITIES

The Authority agrees to take the following actions:

1. AQIP Implementation. Implement AQIP voluntary airport measures identified in Attachment A, Schedules 1 and 2.
2. Monitoring and Reporting. Monitor the implementation of voluntary airport AQIP measures and provide data and annual emissions inventory reports to South Coast AQMD as described in Attachment A, Schedules 1 and 2.
3. Incentives. Provide monetary or non-monetary incentives for non-aircraft airport mobile sources to the extent possible and as included in the AQIP. Nothing in this MOU requires the Airport to provide incentives.
4. Funding. Support grant funding efforts with potential funding sources that may provide funding for the voluntary airport AQIP measures, at the Authority's discretion.

B. SOUTH COAST AQMD'S RESPONSIBILITIES

South Coast AQMD agrees to take the following actions:

1. Technical Analyses for SIP Credit from AQIP emission reductions. South Coast AQMD will provide the necessary documentation and technical analysis with respect to the calculation of the emission reductions benefits attributable to the voluntary airport AQIP measures identified in Attachment A. This would include, but not be limited to, an analysis of the AQMP/SIP baseline for affected airport sources, emission reductions achieved through AQIP measures in Attachment A based on the AQIP inventories, and an estimation of emissions reductions benefits and corresponding SIP credits. Factors to be considered for purposes of calculating the emission reductions benefits attributable to the voluntary airport AQIP measures in Attachment A shall include, but not be limited to: growth forecasts from the airports, implementation schedules for voluntary airport AQIP measures, the availability of funding for relevant incentives programs, and the technical and economic feasibility of specific voluntary airport AQIP measures.
2. Federal Enforceability. To the extent necessary to obtain SIP approval, South Coast AQMD will provide federally enforceable commitments in a SIP update document that is separate from this MOU to USEPA after approval by the South Coast AQMD and the CARB Boards. South Coast AQMD will monitor, assess, and report emission reductions benefits from the voluntary airport AQIP measures identified in Attachment A to USEPA.
3. Responsibility for Shortfall. South Coast AQMD shall be solely responsible to make up any emissions reduction shortfalls that may occur in the event that the actual voluntary airport AQIP emissions reduction benefits do not achieve the estimated emissions reduction benefits projected for implementation of

the voluntary airport AQIP measures specified in Attachment A. South Coast AQMD will also commit to adopt and submit substitute measures to USEPA to remedy any potential emission reduction shortfall associated with implementation of the AQIP measures identified in Attachment A. The Authority shall have no obligation(s) and/or requirement(s) to implement any substitute measures to remedy any potential emission reduction shortfall associated with implementation of the AQIP measures identified in Attachment A, unless otherwise mutually agreed on by both Parties. Notwithstanding the above, the Authority and South Coast AQMD agree that, in the event that the actual emission reductions associated with implementation of voluntary AQIP measures in Attachment A are less than the emissions reduction benefits projected for implementation of these voluntary AQIP measures, the Authority and South Coast AQMD will work together to consider potential new or enhanced programs, or better efforts to quantify existing programs, to help South Coast AQMD address any shortfalls.

4. Funding. South Coast AQMD, at its Governing Board's discretion, will support grant funding efforts with potential funding sources that may provide funding for the voluntary airport AQIP measures.
5. Monitoring. South Coast AQMD will monitor and assess the implementation of SIP creditable AQIP measures based on information provided by the Authority as outlined in Schedules 1 and 2 in Attachment A.
6. Information Sharing. South Coast AQMD will provide the means for ensuring that emission reduction data and other pertinent information related to the implementation of SIP creditable AQIP measures are fully accessible to the public and USEPA.

C. MOU SCHEDULES

The voluntary airport AQIP measures for which South Coast AQMD may quantify emission reductions and seek SIP credit through a separate SIP submittal are identified in Schedules 1 and 2 in Attachment A and are incorporated as part of this MOU:

1. MOU SCHEDULE NO. 1 - GROUND SUPPORT EQUIPMENT
2. MOU SCHEDULE NO. 2 – ZERO-EMISSION SHUTTLE BUS PROGRAM

Each Schedule focuses on the voluntary airport AQIP measure and time frame aligned with the AQMP and SIP emission reduction target dates (i.e., 2023 and 2031), and includes technical details pertinent to the equipment category such as:

- Metrics or performance targets

- Schedule for program implementation
- Annual reporting by the Authority to South Coast AQMD

Variations in the nature of information and data needed for each of the source measures may be addressed with focused and adaptive revisions to the individual equipment category schedules and may be revised by mutual agreement of the Parties without modifying this MOU.

- D. TERM OF MOU. This MOU shall be in full force and in effect when signed by all Parties following their respective required authorization processes. The initial term of this MOU shall expire on December 31, 2032 unless terminated earlier pursuant to Section II.E, below. Prior to expiration of this MOU, all Parties agree to meet to evaluate the need for continuing participation. If all Parties agree that continuing participation is desirable, they shall negotiate for their respective Boards' approval, a written extension of the term of this MOU, and any applicable additional MOU Schedules.
- E. WITHDRAWAL AND EARLY TERMINATION. If any Party to this MOU determines that it wishes to no longer be a party to this MOU, then the Party shall provide notice to the other Party at least ninety (90) days in advance of the specified date of termination of the MOU. The Parties commit to work together to resolve any issues and to negotiate an updated MOU at least thirty (30) days in advance of the specified date of termination of the MOU. If the Parties are unable to reach agreement, the MOU shall terminate on the date specified in the notification.
- F. ENFORCEABILITY. The Parties agree to implement the provisions in the MOU. The Parties agree that implementation of the measures specified in Attachment A is not to be construed as a regulation or requirement of South Coast AQMD. In the event that any party fails to meet its commitment(s) or anticipates an inability to meet its commitment(s), the Party shall provide notice to the other Party within sixty (60) days of such determination and seek to negotiate a mutually agreeable solution within ninety (90) days of the date of the Notice. The Parties shall continue to comply with all other commitments under this MOU during the negotiations. Nothing contained in this paragraph is intended to limit any rights or remedies that the Parties may have under law. The Parties shall attempt in good faith to resolve any controversy that may arise out of or relating to this MOU. If a controversy or claim should arise that cannot be resolved informally by the respective staffs, executive level representatives of the Parties will meet at least once in person and, in addition, at least once in person or by telephone to attempt to resolve the matter. The Representatives will make every effort to meet as soon as reasonably possible at a mutually agreed time and place.

- G. NOTICES. All notices that are required under this MOU shall be provided in the manner set forth herein, unless specified otherwise. Notice to a Party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by U.S. Certified Mail, Return Receipt Requested, or a nationally recognized overnight courier service. Notice shall be deemed to be received when delivered (written receipt of delivery).

South Coast AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Assistant Deputy Executive Officer - Planning, Rule
Development & Area Sources

Authority: Hollywood Burbank Airport
2627 N. Hollywood Way
Burbank, CA 91505

Attn: John Hatanaka, Senior Deputy Executive Director

- H. AVAILABLE FUNDING. Each Party shall be responsible for its respective costs associated with this MOU and acknowledges that the commitments contained herein by the other Party are subject to the availability of appropriated funds. No Party will submit a claim for compensation to the other Party, or otherwise seek reimbursement of costs from the other Party, for activities carried out pursuant to this MOU.
- I. FUTURE AGREEMENTS. This MOU does not restrict any future agreements between the Parties with respect to the subject matter stated herein or any other subject matter.
- J. JOINT WORK PRODUCT. This MOU shall not be construed against the Party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all Parties had jointly prepared this MOU and it shall be deemed their joint work product.
- K. RECITALS. Each of the Recitals is incorporated into this MOU.
- L. ENTIRE UNDERSTANDING. This MOU, including all attachments, constitutes the entire understanding between the Parties and supersedes all other agreements, oral or written, with respect to the subject matter herein. This MOU shall not be amended except in writing, signed by the Parties which expressly refers to this MOU.
- M. VENUE. This MOU shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of

California. Venue for resolution of any disputes under this MOU shall be Los Angeles County, California, USA.

- N. SEVERABILITY. If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- O. ATTORNEYS' FEES. In the event any action is filed in connection with the enforcement or interpretation of this MOU, each Party shall bear its own attorneys' fees and costs.
- P. AUTHORITY. Except as expressly stated herein, nothing in this MOU shall be construed as a waiver of any Party's discretionary authority or deemed to restrict authority granted to any Party under law in any way with respect to future legislative, administrative, or other actions.
- Q. VOLUNTARY AQIP. The Parties agree that the Airport's AQIP measures in Attachment A are voluntary and are not to be construed as a regulation or requirement of South Coast AQMD.
- R. MOU Modification. This MOU may be subsequently modified at any time but no modification shall be valid or binding unless made in writing and signed by authorized representatives of both Parties.
- S. COUNTERPARTS. The signature pages of this MOU are being executed in counterparts by authorized signatories of the Parties following the approvals by their respective public agency governing boards. When both Parties have signed, all executed counterparts taken together shall constitute one and the same instrument.
- T. AUTHORIZED SIGNATURES. Each signatory of this MOU represents that s/he is authorized to execute on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.
- U. NO ENFORCEMENT AGAINST THIRD PARTIES. South Coast AQMD shall not seek to enforce the measures and new initiatives specified in Attachment A or any of the measures or new initiatives in the AQIP or any of its terms against BUR's tenants, concessionaries, third party licensees, vendor, or other relevant operators doing business at BUR facilities.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

By: [Signature]
Name: Dr. William Burke
Title: Chairman, South Coast AQMD Governing Board
Date: 12/13, 2019
Attest: [Signature]
Name: Carole M. Wayman
Title: Senior Deputy Clerk
Date: 12/17, 2019

APPROVED AS TO FORM:

By: [Signature]
Name: Bayron T. Gilchrist,
Title: General Counsel
Date: December 6, 2019

BURBANK_GLENDALE_PASADENA AIRPORT AUTHORITY

By: [Signature]
Name: Ray Adams
Title: President
Date: December 3, 2019
Attest: [Signature]
Name: Vartan Gharpetian
Title: Secretary
Date: 12/03, 2020

APPROVED AS TO FORM:

By: [Signature]
Name: Terence R. Boga
Title: General Counsel
Date: December 3, 2019

[CONFORMED] Exhibit L

ATTACHMENT A

MOU SCHEDULE NO. 1 – GROUND SUPPORT EQUIPMENT

This MOU Schedule No. 1 is based on the Authority's AQIP measure for ground support equipment 1.

- I. PROGRAM DESCRIPTION – Require that all ground support equipment associated with commercial operations achieve fleet average hydrocarbon plus NOx combined emission factors of 1.92 and 0.82 g/bhp-hr in 2023 and 2031, respectively.
- II. PROGRAM TIMEFRAME - Upon execution through 2031.
- III. AIRPORT OBLIGATIONS – The Authority agrees to:
 - A. Implement the measure by working with airport tenants to achieve the above performance targets by the specified dates through accelerated turnover to cleaner equipment. Airport shall have complete discretion as to mechanisms used to implement this measure. Such mechanisms may include leases, licenses, operational requirements, or other agreements.
 - B. Beginning in 2021, and every year thereafter through 2031, provide the following information to South Coast AQMD on an annual basis by June 1 for each preceding calendar year:
 1. List of ground support equipment as provided by airlines operating at BUR with the following information:
 - a. Equipment ID
 - b. Equipment type
 - c. Fuel type
 - d. Engine model year
 - e. Power rating (hp or kW)
 - f. Engine tier level (for diesel engines)
 - g. Annual activity data
 2. An annual emission inventory for all ground support equipment associated with commercial operations at BUR, including methodology and calculations.

1 Ground Support Equipment or "GSE" is any vehicle or equipment used to support aircraft operations that is subject to, or included in compliance plans to meet, the requirements of the California Air Resources Board (CARB) In-Use Off-Road Diesel (ORD) Vehicle Regulation Program, CARB Off-Road Large Spark-Ignition (LSI) Engine Fleet Requirements Regulation Program, or CARB Portable Equipment Registration Program and associated Portable Diesel Engine Airborne Toxic Control Measure. Furthermore, GSE as defined here only includes equipment that is not subject to compliance with SCAQMD Rule XX – RECLAIM, or included in a mobile source emission reduction credit program under SCAQMD Rule XVI.

IV. SOUTH COAST AQMD OBLIGATIONS – South Coast AQMD agrees to:

- A. Verify emission reductions from the implementation of this AQIP measure in order to determine actual emission reductions.
- B. Ensure that any emission reduction data related to this AQIP measure and other pertinent information are accessible to the public and USEPA.

MOU SCHEDULE NO. 2 –ZERO-EMISSION SHUTTLE BUS PROGRAM

This MOU Schedule No. 2 is based on the Authority's AQIP SIP creditable measure for zero-emission buses at BUR.

- I. PROGRAM DESCRIPTION –Replace 50% and 100% of BUR-owned and operated buses with electric buses by 2023 and 2031, respectively.
- II. PROGRAM TIMEFRAME - Upon execution through 2031.
- III. AIRPORT OBLIGATIONS – The Authority agrees to:
 - A. Replace shuttle buses to meet the specified targets.
 - B. Beginning in 2021, provide the following information to South Coast AQMD on an annual basis by June 1 for each preceding calendar year:
 1. List of shuttle buses operating at BUR with the following information:
 - a. Vehicle Identification Number
 - b. Vehicle model year
 - c. Gross Vehicle Weight Rating
 - d. Fuel type
 - e. Odometer reading
 - f. Annual vehicle miles travelled
 2. An emission inventory for shuttle buses, including methodology and calculations.
- IV. SOUTH COAST AQMD OBLIGATIONS – South Coast AQMD agrees to:
 - A. Verify emission reductions from the implementation of this SIP creditable AQIP measure by the Authority in order to determine actual emission reductions.
 - B. Ensure that any emission reduction data related to this AQIP measure and other pertinent information are accessible to the public and USEPA.

[CONFORMED] Exhibit L

EXHIBIT B

BUR AQIP Measures and Initiatives

CLEAN FLEET PROGRAMS

1. Ground Support Equipment Emissions Policy

Airlines and other entities own and operate GSE² to support arriving, departing, and parked aircraft at BUR. BUR will enact a GSE Policy to ensure that BUR achieves the airport wide GSE Emissions Targets. BUR will achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.92 horsepower-hour of hydrocarbons plus nitrogen oxides (g/hp-h of HC plus NOx) by January 1, 2023, and 0.82 g/hp-h of HC plus NOx by January 1, 2031. Upon achieving the 2023 and 2031 Emissions Targets, each GSE operator shall be required to ensure its fleet average continues to meet the BUR Emissions Targets. A GSE operator's "Burbank Airport GSE fleet" is comprised solely of GSE operated at BUR. Emissions performance of GSE operating at BUR cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the BUR GSE Emissions Targets.

BUR GSE Emissions Targets

- 1.92 g/hp-h of HC plus NOx by January 1, 2023.
- 0.82 g/hp-h of HC plus NOx by January 1, 2031.

Implementation Plan

The GSE operators are to maintain In-Use Off-Road Diesel (ORD), LSI, and Portable Engine Airborne Toxic Control Measure (ATCM) data as required by CARB regulations. "Low-Use" GSE may be excluded from GSE fleet average emission calculation. The criteria defining Low-Use GSE shall be based on the applicable program (i.e. ORD, LSI, ATCM). The CARB ORD compliance requirements set forth specific emissions targets and allow, in the event that an annual emissions target is not achieved by a fleet owner, alternative compliance strategies such as application of Best Available Control Technology (BACT) and vehicle "turnover" (i.e., vehicle retirement, conversion to "low-use," repowering, or rebuilding engines to comply with more stringent emission limits). BUR may adopt CARB alternative compliance strategies when evaluating a GSE operator's status and efforts towards achieving the 2023 and 2031 Emissions Targets.

To encourage and support the conversion to and/or use of alternative fuel low emissions GSE technology, BUR staff, in consultation with GSE operators, will analyze the extent to which additional infrastructure to support the use of alternative fuel low-emission GSE technology is needed. Where appropriate and in consultation with GSE operators, BUR

² Ground Support Equipment or "GSE" is any vehicle or equipment used to support aircraft operations that is subject to, or included in compliance plans to meet, the requirements of the CARB In-Use ORD Vehicle Regulation Program, CARB Off-Road LSI Engine Fleet Requirements Regulation Program, or CARB Portable Equipment Registration Program and associated Portable Diesel Engine ATCM. At BUR, the Airport, airlines and other entities own and operate GSE to support arriving, departing, and parked aircraft.

may make available such additional infrastructure. BUR acknowledges that some of the GSE operators have already installed electricity infrastructure and charging stations on their own and that some GSE operators may desire to use their own electricity infrastructure and charging stations or may be required as part of lease renewals to help upgrade such infrastructure.

Reporting/Monitoring and Enforcement

BUR, in consultation with the GSE operators, shall develop an agreed upon reporting approach, related rules and regulations, and lease and license agreements to carry out this policy.

2. Clean Construction Policy

For all Capital Improvement Projects (CIP) Projects, BUR will ensure contractor follow clean construction policies to reduce emissions of NOx such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination. By 2020, BUR will require all CIP contractors submit clean construction plans and comply with the following requirements:

- On-road medium-duty and larger diesel-powered trucks with a gross vehicle weight rating of at least 14,001 pounds shall comply with USEPA 2010 on-road emissions standards for PM10 and NOx. Contractor shall be required to utilize such on-road haul trucks or the next cleanest vehicle.
- All off-road diesel-powered construction equipment greater than 50 horsepower shall meet, at a minimum, USEPA Tier 4 (final) off-road emissions standards. Contractor shall be required to utilize Tier 4 (final) equipment or next cleanest equipment available.
- The on-road haul truck and off-road construction equipment requirements shall apply unless certain deemed infeasible by BUR, and contractor provides a written finding consistent with project contract requirements.
- All diesel-fueled equipment will be outfitted with best available emissions control devices where technologically feasible; applies to off-road equipment (such as construction machinery), diesel-fueled on-road vehicles (such as trucks), and stationary diesel-fueled engines (such as electric generators).
- Contractor shall utilize grid-based electric power at the construction site where feasible. If diesel- or gasoline-fueled generators are necessary, generators using "clean burning diesel" fuel and exhaust emission controls shall be utilized.
- Rock-crushing operations and construction material stockpiles shall be located away from airport adjacent residents.

- Contractor shall designate a person or persons to monitor construction-related measure through direct inspections, record reviews, and investigations of complaints.

Clean Construction Policy Targets

- 100% compliance with Clean Construction Policy and each contractor's fleet of construction vehicles and equipment achieving 90% Tier 4 Final and 10% Tier 4 Interim by 2023.
- 100% compliance with Clean Construction Policy and each contractor's fleet of construction vehicles and equipment achieving 100 % Tier 4 Final by 2031.

Reporting/Monitoring and Enforcement

Procurement documents will require compliance with BUR Clean Construction Policy. Each construction company shall submit a compliance plan for all above policies. Project manager will be required to monitor compliance during construction, and report compliance annually.

3. Airport-Owned Clean Fleet

BUR is committed to operate a clean vehicle fleet, and to secure emission reductions. The Clean Fleet Program Policy covers BUR-owned vehicles, except those used for safety purposes, such as police and fire vehicles.

The Clean Fleet Program Policy will require BUR to purchase new sedans powered by electricity. As vehicles are replaced with the new electric sedans, the percent of electric vehicles in BUR's light-duty vehicle fleet will increase with the objective being a 100% conversion by 2031. While there are no available all electric options for light duty trucks or mini-vans, BUR will explore zero-emission options for other light-duty vehicles, such as trucks and mini-vans.

BUR will convert all airport-owned medium or heavy-fleet to vehicles to be certified at SULEV or cleaner standards by January 2023. Beginning in Fall 2019, the Airport will purchase commercially available passenger car, light-duty truck, or medium-duty vehicles that are certified at ultra-low-emission standards (SULEV) or cleaner when adding or replacing a vehicle in its fleet.

The Clean Fleet Program Policy will also require that BUR, when purchasing new buses providing transportation for guests traveling off airport and between airport parking and the passenger terminal, only purchases buses powered by electricity. As the existing buses are replaced with the new electric buses, the percent of electric vehicles in BUR's bus fleet will increase with the objective being a 100% conversion.

Targets

- BUR will voluntarily increase purchase of EV Sedans, Medium and Heavy-Duty Vehicles, and commit that all new sedan purchases to be EV starting in 2021 and

convert all sedan fleets to be EV by 2023. BUR will voluntarily also increase the medium and heavy-duty fleets with the goal of achieving 50% EV by 2031.

- BUR will convert Airport Shuttle Bus Fleets to achieve 50% electric fleet by 2023, and 100% by 2031.

Reporting/Monitoring and Enforcement

BUR procurement specifications shall be consistent with the Clean Fleet Targets. BUR will identify new infrastructure and equipment needs to support the fleet conversion as part of the implementation of the Clean Fleet Program Policy. BUR will annually audit vehicle purchases and the recycling program to determine compliance with the policy. BUR will report compliance with this policy annually.

4. Electrical Charging Infrastructure

BUR will increase electric vehicle chargers in its existing and future parking structures and parking areas. This policy is designed to increase the electric vehicle trips by increasing the electrical vehicle charging operations.

Targets

- For all new parking structures constructed at BUR, BUR will voluntarily increase electrical charging infrastructure to achieve 5% of total parking inventory equipped with EV Charging infrastructure based on regulatory ability and available power capacity from the City of Burbank.
- BUR will voluntarily increase EV charging infrastructure for 5% of total parking inventory by 2031.

Reporting/Monitoring and Enforcement

BUR will monitor electrical vehicle use of the charging operations and determine an average daily number of vehicles that utilize the facilities. BUR will develop an Electric Vehicle Supply Equipment (EVSE) master plan including a building electrical capacity assessment and identify roles and responsibilities related to purchasing, installing, maintaining and replacing EV charging stations. BUR will analyze the utilization of the existing electrical charging facilities and estimate future needs by taking into consideration the increase in commercialization of electric vehicles and future visit times and lengths of stays and develop a policy for increasing electrical charging opportunities. BUR will determine the number of electrical charging parking spaces that need to be available, type and level of charging-equipment that needs to be offered, optimum location(s) of the charging stations, anticipated charging hours necessary, control of charging times to avoid adding load during high-peak periods (i.e., congestion charging, etc.), and future expansion.

BUR will explore grant funding to support EV infrastructure. BUR will collaborate with

external stakeholders in a regional response to EV infrastructure challenges, and will program supporting infrastructure for subsequent development.

TRIP REDUCTION PROGRAMS

5. The Regional Intermodal Transportation Center

BUR recently developed the Regional Intermodal Transportation Center (RITC) to provide a consolidated rental car facility, create a direct rail connection, include ground level bus station and a new parking structure. Metro Bus and Burbank Bus stop in the bus turn-around area on the ground level of the RITC. Additionally, Amtrak and Metrolink passengers stopping at the Burbank Airport-South Train Station are able to access the RITC via an Empire Avenue street crossing that leads straight to elevator and escalator access to the elevated walkway. The RITC eliminates the need for rental car shuttles and promotes transit by linking all these transportation networks into a centralized public transportation hub. It is estimated that the RITC saves rental car companies 700,000 annual trips within the Airport environs.

6. Burbank Airport Employee Ride Share Policy

BUR will join the Burbank Transportation Management Organization (BTMO), which will serve all Airport employees and all Airport tenant employers, including employers with less than 250 employees. BUR will also encourage Airport tenant employers to actively participate and join the BTMO as individual members as well.

Employee Trip Reduction Target

- BUR will continue to participate and join the BTMO and work to reduce employee trips through increased employee rideshare, transit use and alternative mode share, with the goal of increasing employee rideshare.

Reporting/Monitoring and Enforcement

In 2019, BUR will join the BTMO and encourage Airport tenant employers to join. BUR will work with the BTMO to determine existing average vehicle ridership (AVR) of Airport employees and participating Airport tenant employees to annually monitor the change in AVR for employees. BTMO will conduct annual reviews and help tailor employee trip reduction strategies, which may include 1) Metro's Guaranteed Ride Home, Employer Transit Pass, Vanpool and Online Ride-matching programs, 2) development of start-up subsidies for vanpools and vanpool riders, 3) participation in regional events such as Bike & Walk to Work Day and Rideshare Week, 4) custom on-site events, 5) bike commuting skills/ safety course taught by certified instructor, 6) Multi-modal Transportation Resource Fair, 7) 'Try Transit' Outings, 8) assistance with the League of American Bicyclists Bicycle Friendly Business application, 9) fully-stocked display of transit, bike and carpool resources for worksite, and 10) bi-weekly electronic updates on relevant construction, transit route and fare changes.

The BTMO will produce an annual report that summarizes BUR's employee travel

behavior, and BUR will consider additional tailored services by the BTMO to achieve BUR Employee Trip Reduction Targets.

7. Burbank-Metrolink Shuttle Connection Program

BUR encourages employees and air passengers to take the Metrolink train to and from the Airport. BUR is committed to continuing the BUR-Metrolink Shuttle Program, which includes the continuation of a pilot shuttle service to nearby Metrolink stations and on-demand shuttle services from the passenger terminal to Metrolink Stations. BUR will continue the marketing and public information dissemination to encourage increased train ridership, including the utilization of paid media, digital billboards, social and paid media, transit ads and direct mail. BUR will also work with Metrolink communications and support marketing of such services through airline partnerships, city business associations, visitor and convention bureaus.

Target

BUR will continue to provide Metrolink Shuttle Connections Programs to achieve increased transit ridership through 2023 and 2031.

Reporting/Monitoring and Enforcement

BUR will work with Los Angeles Metropolitan Transportation Authority and Metrolink to determine ridership to the Airport for applicable lines on an annual basis. BUR will continue its on-demand shuttle service program from the passenger terminal to Metrolink stations, utilize media to encourage increased train ridership to the Airport, and evaluate whether additional shuttle services will increase train ridership. BUR will report compliance with this policy annually.

SUSTAINABLE DESIGN PROGRAMS

8. BUR Replacement Terminal Project

To reduce overall airport operational emissions, BUR will design, build, and deliver the Replacement Terminal Project in an environmentally responsible and resource-efficient manner throughout the project's life cycle, from the initial design, construction, operation, and maintenance phases.

Target

BUR will develop a Sustainable Design Standard Policy for the Airport's Replacement Terminal Project, requiring the project to achieve LEED Silver certification or better, or the CalGreen equivalent of LEED Silver or better.

Reporting/Monitoring and Enforcement

BUR will include the Sustainable Design Policy requirements as part of its procurement for Replacement Terminal Project construction contracts. BUR will develop a LEED

monitoring checklist and assessment tool to ensure Replacement Terminal Project is constructed in accordance with LEED Silver standards at a minimum. At key construction phases the project manager shall be required to submit the monitoring forms to BUR for review and comment, and to ensure the project is constructed in accordance with LEED Silver standards. BUR will provide compliance reports upon completion of Replacement Terminal Project.

9. BUR Sustainable Hangar Project

BUR is home to the world's first solar powered, LEED Platinum rated airplane hangar. Hangar 25 received LEED Platinum certification, making it the most sustainable airline hangar in the world. Its solar powered roof system provides 110% of Hangar 25's energy needs for the maintenance of the aircraft and for electricity in the building's office areas. All hangar equipment including tow tractors, ground power units, boom and scissor lifts, forklifts, golf carts, boarding stairs, lavatory servicing units and ground air conditioning units are electrically powered. To avoid jet fuel consumption and to improve air quality, solar charging carts power the airplane. Several components in Hangar 25's structure reduce the demand for light fixture use during the day. Panels and windows absorb natural lighting, and the concrete floor, polished by diamonds instead of sealed by toxic epoxy finish, reflects the light. To meet water efficiency LEED standards, Hangar 25 operates with low-water plumbing fixtures, and its native desert landscaping demands little water. Other sustainable features include recycled building products, a Hi-Fog fire suppression system that uses water instead of chemicals to terminate fires, and seven enormous fans that cool the building during the day and circulate warm airflow at night.

Target

Hangar 25 is designed to generate 225kW of photovoltaic energy, generating 110 % of the hangar's energy needs.

Reporting/Monitoring and Enforcement

Since the hangar produces more energy than it uses, excess energy is sent to the Burbank power grid, providing clean energy for an estimated 50 homes. BUR will work with the Hangar 25 tenant to provide energy assessment reports, estimating the amount of clean energy produced annually.

10. RITC Solar Facility

The RITC's approximate 4-acre roof structure can accommodate an array of solar panels with peak capacity of 2,200 MWh. The RITC roof will integrate a mounted 2.0 million-watt photovoltaic system that will help achieve the LEED Gold certification and significantly reduces the burden on local utility companies. Burbank Water and Power (BWP) is responsible and permitted to install and operate these panels.

Target

Upon BWP's implementation of the solar panels at RITC, BUR will support BWP to operate at the greatest capacity accommodated for at the RITC to the extent feasible.

Reporting/Monitoring and Enforcement

Once BWP implements solar panels at the RITC, BUR will provide assessment reports estimating the amount of clean energy produced annually.

AQIP IMPLEMENTATION AND ASSESSMENT

BUR will lead the implementation of the initiatives and measures through its Planning & Development, and Environmental Affairs Department. The Airport Environmental Manager within that department will be responsible for coordinating the Airport's efforts for the initiatives and measures as described in this AQIP. The approach will be developed and refined on a case-by-case basis given the variety of Airport operations, tenants, and third parties that may be involved for each initiative and measure.

BUR will assess the progress of each initiative and measure on an annual basis. Information relative to each initiative and measure will be collected routinely to provide an annual assessment of progress towards the initiative or measure targets.

[CONFORMED] Exhibit L

Summary of AQIP Benefits

AQIP Element	AQIP Targets		AQIP Metrics	NOx Emission Reductions (tpy)		Notes
	2023	2031		2023	2031	
Ground Support Equipment (GSE) Emissions Reduction Policy	1.90	0.82	Airport-wide HP-weighted g/bhp-hr NOx+HC emission factor	0.7 tpy as compared to Business-As-Usual	8.7 tpy as compared to Business-As-Usual	N/A
Clean Construction	100%	100%	Percent of construction equipment meeting at least Tier 4 Interim	1.55 tpy	N/A	A total of 5.53 tons of NOx is reduced throughout the Burbank AP Terminal Replacement project
Airport-Owned Clean Fleet	94%	N/A	Percent of non-emergency airport-owned fleet vehicles to meet or exceed SULEV standards	0.04 tpy	N/A	N/A
Burbank-Metrolink Shuttle Connection Program	3%	6%	Percent shuttle ridership	0.33 tpy	0.21 tpy	N/A
Burbank Airport Employee Ride Share Policy	3%	6%	Reduced employee trips	0.04 tpy	0.05 tpy	N/A
Electric Bus Policy	N/A	100%	Percent of bus fleet to be powered by electricity	N/A	0.09 tpy	N/A
AQIP Total Emission Benefits (NOx)	-	-	-	2.66 tpy	9.05 tpy	N/A



February 8, 2023

Mr. William R. Turpin
Holder, Pankow, TEC – A Joint Venture
3300 Riverwood Parkway, 1200
Atlanta, Georgia 30339

Via FedEx

Amendment No. 1 to Design Build Agreement

Re: Replacement Passenger Terminal Project Design-Build Agreement

Dear Mr. Turpin,

The above Amendment No. 1 was approved by the Burbank-Glendale-Pasadena Airport Authority Commission on February 6, 2023.

The purpose of the Amendment is to memorialize threshold at which change orders must be approved by the Commission (Exhibit G of the Agreement) based on the Resolution No. 499 of the Commission which adopted the Project Charter, designated change order approval responsibilities of the Executive Director and Commission as well as establishing the voting procedure for the Commission selection of a conceptual design for the RPT campus. The Amendment also clarifies the contract document list.

Unless there are any questions, please execute the attached and return one copy to us at your earliest convenience.

Sincerely,

Frank R. Miller
Executive Director

cc: Doug Clough, Holder Construction (via email)
Roger Johnson, Jacobs Project Management Inc. (via email)
Lanna Aguilera, Burbank-Glendale-Pasadena Airport Authority (via email)
Terence R. Boga, Esq., Richards Watson Gershon (via email)

**AMENDMENT NO. 1 TO
DESIGN-BUILD AGREEMENT**

THIS AMENDMENT NO. 1 ("First Amendment") to the December 19, 2022 Design-Build Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Owner"), a California joint powers agency, and Holder, Pankow, TEC – A Joint Venture ("Design-Builder") is dated February 21, 2023 for reference purposes. Design-Builder is a joint venture comprised of: Holder Construction Group, LLC, a Georgia limited liability company; Charles Pankow Builders, Ltd., a California limited partnership; and TEC Management Consultants, Inc., a California Corporation.

RECITALS

A. The parties executed the Agreement to provide for Owner's retention of Design-Builder as an independent contractor for progressive design-build services for the Replacement Passenger Terminal Project ("Project") at Bob Hope Airport

B. The parties desire to amend the Agreement to: (i) memorialize the threshold at which change orders must be approved by the Authority Commission; and (ii) clarify the contract document list.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Amendment of Article 2. Section 2.01 (Contents) of Article 2 (Contract Documents) of the Agreement is amended to read as follows:

"2.01 Contents. The Contract Documents are collectively identified below and in General Conditions GC -1.

Design-Build Agreement

Exhibit A: Administrative Requirements

Exhibit B-1: Cost Proposal Form; Resource Loaded Staffing Plan

Exhibit B-2: Approved CGMP and GMP Proposals (future documents)

Exhibit C: Request for Proposals E22-03

Exhibit D: Design-Builder's Technical Proposal

Exhibit E: BGPAA Construction Safety Program

Exhibit F: Federal Contract Clauses

Exhibit G: General Conditions

Exhibit H: Project Requirements

Exhibit I: Project Definition Manual

Exhibit J: Project Labor Agreement

Exhibit K-1: Development Agreement

Exhibit K-2: Community Design Charrette Workshops: Supporting Documentation

Exhibit L-1: BGPAA Clean Construction Policy

Exhibit L-2: SCAQMD Memorandum of Understanding; Hollywood Burbank Airport Air Quality Improvement Plan"

2. Amendment of Exhibit G. Paragraph B of GC-11 (Additional Design-Builder Acknowledgements) of Exhibit G (General Conditions) of the Agreement is amended to read as follows:

"B. The Executive Director may approve single Change Orders that do not exceed \$500,000 and that collectively do not exceed 70% of the Owner's Contingency Budget. Authority Commission approval is required for all other Change Orders."

3. **Effectiveness.** This First Amendment shall be effective upon execution.

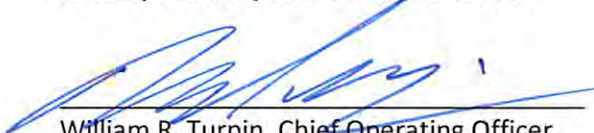
4. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

5. **Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

TO EXECUTE THIS FIRST AMENDMENT, the parties have caused their duly authorized representatives to sign below.

DESIGN-BUILDER

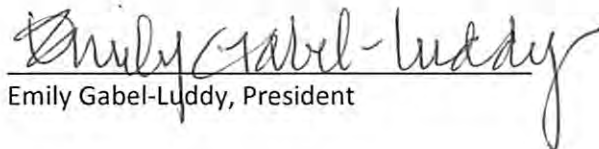
Holder, Pankow, TEC - A Joint Venture



William R. Turpin, Chief Operating Officer
Holder Construction Group, LLC

OWNER

Burbank-Glendale-Pasadena Airport Authority



Emily Gabel-Luddy, President

Approved as to form:



Terence Boga, General Counsel