



April 11, 2024

CALL AND NOTICE OF A REGULAR MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held on Monday, April 15, 2024, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial In: (818) 862-3332

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Airport Skyroom
Monday, April 15, 2024
8:30 a.m.

The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.*



The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

AGENDA

Monday, April 15, 2024

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes

a. March 18, 2024

[See page 1]

5. Items for Approval

a. Amendment No. 1 to Designated Aviation Channeling Services Agreement

[See page 4]

Staff seeks a recommendation of the Operations and Development Committee to the Commission to approve a proposed amendment (“Amendment”) to the Designated Aviation Channeling Services Agreement (“Agreement”) with Telos Identity Management Solutions, LLC. The Amendment extends the term of the Agreement by one year, provides the Authority an option for an additional one-year extension, and revises the fee schedule.

b. Parking Access and Revenue Control System Agreement Extension

[See page 6]

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to approve a one-year extension of the Parking Access and Revenue Control System (“PARCS”) Service Agreement with SKIDATA Inc.

As the performance of the Authority’s parking revenue control system is a critical component of the parking operation, subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for its meeting immediately following the Committee’s meeting.

c. Award of Contract
Elevators Etc.
Airport Conveyance Equipment Services

[See page 10]

Staff seeks an Operations and Development Committee recommendation to the Commission for award of an Airport Conveyance Equipment Services Agreement (“Agreement”) to Elevators Etc., Inc. for preventative maintenance, on-call repair, and emergency repair services for the six elevators, two escalators, and six moving walkways located throughout the Airport. The Agreement will be for a two-year period with two one-year extension options available to the Authority.

For preventative maintenance services during the two-year base term, the annual fee will be \$78,496. The on-call repair and emergency services are billed on a time and material basis including a 15% markup and average approximately \$120,000 annually. The anticipated total annual amount for the contract is approximately \$200,000.

- d. Award of Purchase Order
Procurement of Triple Flail Tractor Mower

[See page 12]

Staff seeks a recommendation from the Operations and Development Committee to the Commission to award a Purchase Order in the amount of \$153,759.17 to Eberhard Equipment for the purchase of a Jacobsen HM600 Triple Flail Mower to replace the Authority's existing 1979 John Deere Tractor Mower.

6. Items for Information

- a. Committee Pending Items

[See page 16]

7. Adjournment

**MINUTES OF THE REGULAR MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, MARCH 18, 2024

A regular meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:31 a.m., by Commissioner Hampton.

1. ROLL CALL

Present:

Commissioners Hampton, Devine and Talamantes

Absent:

None

Also Present:

John Hatanaka, Senior Deputy Executive Director;
Ray Hunting, Airport Security Manager;
Stephanie Gunawan-Piraner, Director,
Engineering and Maintenance

2. Approval of Agenda

Motion

Commissioner Devine moved approval of the agenda; seconded by Commissioner Talamantes.

Motion Approved

The agenda was approved (3-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. January 16, 2024

A draft copy of the January 16, 2024, Committee meeting minutes was included in the agenda packet for review and approval.

Motion

Commissioner Devine moved approval of the minutes; seconded by Commissioner Talamantes.

Motion Approved

There being no objection, the motion was approved (3-0).

5. Items for Approval

a. Award of Professional Services Agreement - Data Reporting System Airport Workers Screening Program

Staff sought an Operations and Development Committee (“Committee”) recommendation to the Commission for award of a Professional Services Agreement (“Agreement”) to JMA Strategy Group for development of a data reporting system to comply with Airport Workers Screening Program requirements imposed by the Transportation Security Administration, which initiated random checks effective September 2023. The proposed Agreement is for a three-year base term with two one-year extension options available to the Commission at its discretion. The Agreement has a not-to-exceed contract price of \$256,317.36 during the base term, with a first-year annual cost of \$105,510 and an annual cost of \$75,403.68 for the next two years.

This system will be incorporated into the Authority’s Airport Security Plan and will support the production of the required documentation that is governed by and subject to a TSA annual audit. Due to the need to begin implementation of these services as quickly as possible, subject to the recommendation of the Committee, this item was also placed on the Commission agenda for consideration at its meeting immediately following the Committee’s meeting.

Motion

Commissioner Devine moved approval; seconded by Commissioner Talamantes.

Motion Approved

There being no objection, the motion was approved (3-0).

b. Award of Contract Fleet Maintenance Services Agreement

Staff sought an Operations and Development Committee recommendation to the Commission for award of a Fleet Maintenance Services Agreement (“Agreement”) with Keolis Transit Services, LLC for a three-year period, with two one-year extension options. This agreement is for time and materials services, with an expected first year total cost of approximately \$400,000 based on an average annual price of \$250,000 for labor and \$150,000 for parts (including a 15% markup on parts ordered through Keolis). Services received are to be billed monthly.

Subject to the Committee's recommendation, this item was also placed on the Commission agenda for its consideration immediately following the Committee's meeting.

Motion

Commissioner Devine moved approval; seconded by Commissioner Talamantes.

Motion Approved

There being no objection, the motion was approved (3-0).

6. Items for Information

b. Committee Pending Items

Staff presented pending items to the Committee members.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 9:01 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 15, 2024**

**AMENDMENT NO. 1 TO
DESIGNATED AVIATION CHANNELING SERVICES AGREEMENT**

Presented by Ray Hunting
Manager, Security

SUMMARY

Staff seeks a recommendation of the Operations and Development Committee (“Committee”) to the Commission to approve a proposed amendment (“Amendment”) to the Designated Aviation Channeling (“DAC”) Services Agreement (“Agreement”), copy attached, with Telos Identity Management Solutions, LLC (“Telos”). The Amendment extends the term of the Agreement by one year, provides the Authority an option for an additional one-year extension, and revises the fee schedule.

BACKGROUND

The Authority has contracted with Telos for DAC services since 2012 to comply with the airport security regulations of the Transportation Security Administration (“TSA”), which are codified at 49 Code of Federal Regulations Part 1542. The DAC services include performing a Security Threat Assessment and Criminal History Records Check (“CHRC”) vetting of all Airport Security ID badge applicants and badge holders. As the DAC services provider, Telos is responsible for sending biographical and biometric data electronically from the Authority to the TSA via secure/encrypted means, without manual intervention by the Authority’s Badging Office.

Additionally, this service handles the Rap Back enrollment, which is now required by TSA. Rap Back, which stands for Record of Arrest and Prosecution Back, reviews previously hired and fingerprinted employees for any arrest or conviction record.

In 2021, a Request for Proposal was issued for these services. Currently, for privacy and security measures, TSA has certified only two DAC service providers in the country. The two firms are Telos and TSC. These two firms submitted proposals with Telos being awarded the Agreement for DAC services for a period of three years beginning on July 1, 2021 and ending June 30, 2024. The proposed Amendment will extend the term of the Agreement from July 1, 2024 to June 30, 2025. The proposed Amendment also provides the Authority with the option to extend the Agreement for another year (until June 30, 2026) upon written notice to Telos on or before June 1, 2025. Finally, the proposed Amendment revises the fee schedule for the extension period.

During the past three years, Telos has met all of its obligations and provided timely responses to all background submittals. On average the Badging Office processes approximately eighty Security ID badge applications a month with an additional sixty-five Rap Back renewal submittals per month as part of the continual CHRC monitoring of all Airport Security ID badge holders at Hollywood Burbank Airport.

FUNDING

The estimated annual cost of the Agreement is \$25,000. Appropriations for these services will be requested in the FY 2025 budget process.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the Amendment with Telos for continued DAC services and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 15, 2024**

**PARKING ACCESS AND REVENUE CONTROL SYSTEM
AGREEMENT EXTENSION**

Presented by Thomas Henderson
Director, Operations

SUMMARY

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to approve a one-year extension of the Parking Access and Revenue Control System (“PARCS”) Service Agreement (“Service Agreement”) with SKIDATA Inc. (“Skidata”).

As the performance of the Authority’s parking revenue control system is a critical component of the parking operation, subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for its meeting immediately following the Committee’s meeting.

BACKGROUND

The Skidata PARCS was purchased and installed in late 2007 and early 2008 for use in the Airport's self-park parking lots. These lots include the short-term structure and Lots B, C, E, F and G. In addition to approving the acquisition and installation of this system, the Commission also awarded a five-year maintenance service agreement with Skidata's then sole authorized representative Sentry Control Systems, LLC ("Sentry") for \$724,680. On April 18, 2015, the Commission approved a replacement five-year service agreement in the amount of \$1,006,461. This service agreement expired on April 18, 2020.

In April 2020, the Commission approved a Service Agreement with Skidata for a four-year term with one one-year extension option. The Service Agreement had annual cost of \$159,124 in the first year with each succeeding year subject to CPI increase thereafter, including the extension period. The proposed extension is for the period from April 19, 2024, to April 18, 2025, at a cost of \$179,443.

The Preventive Maintenance Program under the Service Agreement includes site visits, software upgrades, and database management. There is no change in the level of service or responsiveness. Over the life of the system to date, all the necessary software and hardware upgrades, replacements of cameras and supporting computer workstations have been completed. The proposed extension is expected to extend the useful life of the operating system and maintain compliance with Payment Card Industry standards and includes all necessary replacement parts and future software version upgrades.

DETAILS

The key components of the proposed extension of the Service Agreement are as follows:

Location: All self-park lots
Term: April 19, 2024 – April 18, 2025
Cost: \$179,443.21

BUDGET IMPACT

Appropriations are included in the FY 2024 adopted budget to address this extension.

STAFF RECOMMENDATION

Staff seeks the Committee’s recommendation to the Commission to approve the proposed one-year option extension of the PARCS Service Agreement with Skidata and authorize the President to execute the same.

Invoice



Project PR032172
Invoice date 03/11/2024
Invoice number IN00068647
Customer account 10031

Page: 1 of 2

Payment Terms Net 30 Days
Due Date 04/10/2024

Bill to:
Burbank-Glendale-Pasadena Airport Authority
2627 N Hollywood Way
Attn: Tom Janowitz
Burbank, CA 91505
USA

Project Name PR032172
Service Contract - Burbank Airport

Contract name Service Contract - Burbank Airport
Contract number SC000013
Period 04/19/2024 to 04/18/2025
Responsible PERRY Delilah
Salesperson KESSLER Damon
Customer order number A6820

Ship to:
Bob Hope Airport
2627 N Hollywood Way
Burbank, CA 91505
USA

| Transaction text | Facility ID | Facility name | Price | Discount | Line amount |
|-----------------------------------|-------------|--------------------------------------|-----------|----------|-------------|
| Protect.Care PREMIUM PLUS | F014251 | Bob Hope Airport | 899.24 | | 899.24 |
| Contract - SW Management Services | F014251 | Bob Hope Airport PCI Support.CARE | 14,041.85 | | 14,041.85 |
| Upgrade.Care EXTENDED | F014251 | Bob Hope Airport | 19,330.61 | | 19,330.61 |
| SpareParts.Care PREMIUM PLUS | F014251 | Bob Hope Airport | 28,083.70 | | 28,083.70 |
| Prioritization.Care PREMIUM PLUS | F014251 | Bob Hope Airport | 0.00 | | 0.00 |
| Troubleshooting.Care PREMIUM PLUS | F014251 | Bob Hope Airport | 0.00 | | 0.00 |

CHECK Remittance Address
SKIDATA, Inc.
P.O. Box 21145
New York, NY 10087-1145

ACH & Wire Remittance Instructions
Bank Name: JPMORGAN CHASE BANK, N.A.
Account Name: SKIDATA, Inc. | Account # 842466179
ACH Routing # 021202337 | Wire Routing # 021000021
SWIFT Code: CHASUS33

SKIDATA, Inc. | 5090 N 40th St Ste 450 | Phoenix, AZ 85018-2165 | United States | Telephone 833-SKIDATA (754-3282) | Internet
www.skidata.com | E-mail us.ar@skidata.com | Tax ID 943353424

SKIDATA® is a registered trademark of SKIDATA GmbH in the USA, the European Union and other countries

Invoice



Project PR032172
Invoice date 03/11/2024
Invoice number IN00068647
Customer account 10031

Page: 2 of 2

| Transaction text | Facility ID | Facility name | Price | Discount | Line amount |
|--|-------------|------------------|------------|----------|-------------|
| Hotline.Care PREMIUM PLUS | F014251 | Bob Hope Airport | 0.00 | | 0.00 |
| Maintenance.Care PREMIUM PLUS | F014251 | Bob Hope Airport | 117,087.81 | | 117,087.81 |
| Sum Service Contract - Burbank Airport | | | | | 179,443.21 |

SKIDATA's applicable General Terms and Conditions shall apply. These are downloadable from your local SKIDATA Homepage.

| | | |
|--------------|------------|-------------------|
| Net amount | | 179,443.21 |
| Tax | | 0.00 |
| Total | USD | 179,443.21 |

CHECK Remittance Address
SKIDATA, Inc.
P.O. Box 21145
New York, NY 10087-1145

ACH & Wire Remittance Instructions
Bank Name: JPMORGAN CHASE BANK, N.A.
Account Name: SKIDATA, Inc. | Account # 842466179
ACH Routing # 021202337 | Wire Routing # 021000021
SWIFT Code: CHASUS33

SKIDATA, Inc. | 5090 N 40th St Ste 450 | Phoenix, AZ 85018-2165 | United States | Telephone 833-SKIDATA (754-3282) | Internet
www.skidata.com | E-mail us.ar@skidata.com | Tax ID 943353424

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**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 15, 2024**

**AWARD OF CONTRACT
ELEVATORS ETC.
AIRPORT CONVEYANCE EQUIPMENT SERVICES**

Presented by Stephanie Gunawan-Piraner
Director, Engineering and Maintenance

SUMMARY

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission for award of an Airport Conveyance Equipment Services Agreement (“Agreement”) to Elevators Etc., Inc. (“Elevators Etc.”) for preventative maintenance, on-call repair, and emergency repair services for the six elevators, two escalators, and six moving walkways located throughout the Airport. The Agreement will be for a two-year period, to commence April 15, 2024, with two one-year extension options available to the Authority. For preventative maintenance services during the two-year base term, the annual fee will be \$78,496. The on-call repair and emergency services are billed on a time and material basis including a 15% markup and average approximately \$120,000 annually. The anticipated total annual amount for the contract is approximately \$200,000.

BACKGROUND

There are a total of six elevators, two escalators, and six moving walkways that are owned and operated by the Authority. These conveyance systems are located in the elevated covered walkway and its North Tower, the Replacement Parking Structure, the Short-Term Parking Structure, Building 10 of the terminal, and Building 36. There are escalators and elevators within the Regional Intermodal Transportation Center which are the sole responsibility of the rental car companies to maintain and are not included in the scope of the proposed contract.

The preventive maintenance as well as the on-call and emergency repair is currently performed by this vendor pursuant to a contract executed in December 2018. The Authority exercised both extension options and that contract currently is on a month-to-month basis.

REQUEST FOR PROPOSALS

In January 2024, Staff issued a Request for Proposals (“RFP”) for the inspection, preventative maintenance, on-call repair and emergency repair services for elevators, escalators and moving walkways. The RFP was publicly advertised and posted online on PlanetBids, and 14 firms were notified of the RFP opportunity. The RFP was downloaded by 15 firms, including two certified California’s Small Businesses, one of which was also a Disadvantaged Business Enterprise, a Women-owned business enterprise, and a Minority Owned Business. One firm local to Glendale also downloaded the RFP.

The RFP was also advertised through the Burbank Chamber of Commerce and Glendale Chamber of Commerce, which reached approximately 5,600 and 2,100 members, respectively. The Pasadena Chamber of Commerce did not respond to staff inquiry regarding advertisement.

On February 13, 2024, six conveyance firms attended the Pre-Proposal Conference. Proposals were due March 6, 2024. Only one firm, Elevator Etc., a certified Small Business, submitted a proposal.

EVALUATION AND SELECTION PROCESS

Upon receiving the sole submission, Staff reviewed Elevator Etc.'s proposal to ensure that it met all the requirements outlined in the bid solicitation. Based on this review, the submitted proposal was determined to be responsive, contained a complete preventative maintenance program, and demonstrated Elevator Etc.'s comprehensive understanding of the challenges that come with maintaining aging conveyance systems in an Airport environment.

Only minimal transition will be required as Elevator Etc. is the current conveyance maintenance vendor. The firm has remained in good standing with its obligations to the Authority and has a proven track record in providing timely and efficient services to ensure continued operations of the systems it maintains.

FUNDING

The total annual cost for preventative maintenance and repair services by Elevators Etc. is estimated to be approximately \$200,000 per year, including the annual preventive service cost which is fixed at \$78,496. It should be noted that the rental car companies are responsible for 90% of the annual preventative maintenance cost for the conveyance facilities for the elevated covered walkway. The remaining costs are the Authority's responsibility which are part of the annual Operating and Maintenance budget. Appropriations for this service are within the adopted FY 2024 budget. Future funding requirements will be requested in subsequent fiscal years.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission award of the Agreement to Elevators Etc. for a two-year base period plus two one-year extension options and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 15, 2024**

**AWARD OF PURCHASE ORDER
PROCUREMENT OF TRIPLE FLAIL TRACTOR MOWER**

Presented by Stephanie Gunawan-Piraner
Director, Engineering and Maintenance

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee (“Committee”) to the Commission to award a Purchase Order in the amount of \$153,759.17 to Eberhard Equipment for the purchase of a Jacobsen HM600 Triple Flail Mower to replace the Authority’s existing 1979 John Deere Tractor Mower.

BACKGROUND

On June 5, 2023 staff presented a plan to the Committee to procure a replacement commercial grade diesel mower for airfield mowing. The Committee requested additional information regarding the availability and feasibility of mowers using alternative power sources, specifically battery electric. On September 18, 2023, staff provided a report and presentation to the Committee with an evaluation of the availability of comparable gasoline and battery-electric powered airfield mower equipment. The evaluation found that while mowers are available in other power source types, there are no commercially available gasoline or battery-electric mowers that meet the Airport’s performance requirements. Staff concluded that the procurement of a Tier 4 compliant diesel-powered commercial mower is the most appropriate option for maintaining the airfield.

The tractor mower is a vital asset for the Authority in the upkeep of the airport infields. As part of the standards of 14 CFR Part 139 and the requirements of the Airport Operating Certificate and Airport Certification Manual, the Authority must maintain the airport infield areas by keeping them free of vegetation that may obscure lighting and signs, and which could present a wildlife strike hazard.

The existing 1979 John Deere Tractor Mower has well exceeded its useful lifecycle and requires replacement due to its age and extended use. It is important to note that the existing tractor mower predates the California Air Resources Board’s tiered regulation of diesel-powered construction equipment. The Tier 4 equipment being proposed is the highest standard available today, with 99% lower emissions than the existing tractor mower.

PROCUREMENT

Staff is utilizing the Omnia Partners (“OP”) agreement for the acquisition of the tractors. The Authority is a member of OP, an association of government agencies whose purpose is the procurement of specific items at leverage volume pricing. The Authority’s membership allows for participation in OP’s National Cooperative Contract with the registered vendors for offerings of tractors, mowers, and other equipment, parts, and services. The volume pricing provides the Authority with a 25% discount on the list price.

Quotes were solicited from eight vendors with the cooperative agreement and Staff received four responses as listed below:

| Vendor | Mower | Cost | Lead Time |
|--------------------|---|--------------|----------------|
| Eberhard Equipment | Jacobsen HM600 Triple Flail Mower | \$153,759.17 | 6 months |
| Source MME | Tiger T3F Triple Flail Mower on John Deere tractor with cab | \$202,635.48 | (not provided) |
| Stotz Equipment | Diamond Mowers on John Deere 6135 tractor with cab | \$210,999.93 | 8.5 months |
| Quinn Company | (vendor does not have mower type) | | |

Based on the bids received, Staff proposed to replace the existing 45-year-old tractor with a Jacobsen HM600 Triple Flail Tractor Mower. Equipped with features tailored for ease of operation and durability, the new equipment will reduce the number of required passes and the potential of damaging runway lights and signage.

BUDGET

The lead time to procure this equipment is approximately 6 months. Appropriations for this project are included in the adopted FY 2024 budget but will need to be reappropriated to FY 2025 budget to match the delivery schedule.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to approve a Purchase Order in the amount of \$153,759.17 to Eberhard Equipment for the purchase of a Jacobsen HM600 Triple Flail Mower to replace the existing tractor mower.



Eberhard Equipment

Quote Page 1 of
Quote Number: 647653
Effective Date: 04/11/2024
Valid Through: 04/30/2024

Ship To

Kubota Dealer

Bill To

Burbank Airport
Vince Hollands
2627 N. Hollywood Way
Burbank, CA 91505
Mobile: (818) 568-6109
vhollands@bur.org

Eberhard Equipment
2506 S. Harbor Blvd.
Santa Ana, CA 92704

Carlos Gutierrez
Phone: (714) 412-3984
Email:
cgutierrez@eberhardequipment.com

Burbank Airport
Vince Hollands
2627 N. Hollywood Way
Burbank, CA 91505
Mobile: (818) 568-6109
vhollands@bur.org

HM600 WIDE AREA HEAVY-DUTY MULCHING FLAIL MOWER CAB - HM600 WIDE AREA HEAVY-DUTY MULCHING FLAIL MOWER - HM600 - Wide Area Heavy-duty Mulching Flail Mower. Enclosed cab with LED work lights. The HM600 is powered by a 65.2hp Kubota 4 cylinder turbo diesel engine. As standard it features SureTrac 4wd; 1 x 160cm wide, 30.5cm Dia front flail deck and 2 x 100cm, 30.5cm Dia wing decks with breakback system; MSG85 mechanical full suspension seat on an ISO mounted platform; tilt adjustable steering wheel controlling Q Amp steering; 3.8" automotive style colour display; adjustable travel speeds ; quick select drive modes with AdaptiCut ; hydraulically driven, temperature controlled reversible engine fan; TST; movable armrest with fingertip lift/lower joystick control; electronic/hydraulic decks locks; wet parking brakes and foldable ROPS. The HM600 cab is standard with heater, air-conditioning, heated front screen, 2 x beacons and exterior mirrors. Interior is equipped with air suspension cloth seat, sound reduction kit, rear view mirror, sunshade, speakers, wiring and antennae ready for aftermarket audio unit.

| Description | Manufacturer | Model # | Qty | MSRP | Price Each | Total |
|--|--------------|---|-----|--------------|--------------|--------------|
| HM600 WIDE AREA HEAVY-DUTY MULCHING FLAIL MOWER - HM600 - Wide Area Heavy-duty Mulching Flail Mower. Enclosed cab with LED work lights. The HM600 is powered by a 65.2hp Kubota 4 cylinder turbo diesel engine. As standard it features SureTrac 4wd; 1 x 160cm wide, 30.5cm Dia front flail deck and 2 x 100cm, 30.5cm Dia wing decks with breakback system; MSG85 mechanical full suspension seat on an ISO mounted platform; tilt adjustable steering wheel controlling Q Amp steering; 3.8" automotive style colour display; adjustable travel speeds ; quick select drive modes with AdaptiCut ; hydraulically driven, temperature controlled reversible engine fan; TST; movable armrest with fingertip lift/lower joystick control; electronic/hydraulic decks locks; wet parking brakes and foldable ROPS. The HM600 cab is standard | JACOBSEN | HM600 WIDE AREA HEAVY-DUTY MULCHING FLAIL MOWER CAB | 1 | \$182,043.00 | \$139,551.75 | \$139,551.75 |

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.



Eberhard Equipment

Quote Page 2 of
Quote Number: 647653
Effective Date: 04/11/2024
Valid Through: 04/30/2024

with heater, air-conditioning, heated front screen, 2 x beacons and exterior mirrors. Interior is equipped with air suspension cloth seat, sound reduction kit, rear view mirror, sunshade, speakers, wiring and antennae ready for aftermarket audio unit.

Cash Details

| | |
|------------------------|---------------------|
| Equipment Total | \$139,551.75 |
| Documentation Fee | \$250.00 |
| Delivery | \$700.00 |
| Tax | \$13,257.42 |
| Cash Sale Price | \$153,759.17 |

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
APRIL 15, 2024**

COMMITTEE PENDING ITEMS

Future

1. Award of Contract - Runway/Taxiway Shoulder Rehabilitation

**AMENDMENT NO. 1 TO
DESIGNATED AVIATION CHANNELING SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Telos Identity Management Solutions, LLC)**

This Amendment No. 1 (“First Amendment”) to the June 21, 2021 Designated Aviation Channeling Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Telos Identity Management Solutions, Inc. (“Contractor”), is dated May 6, 2024 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for the Authority’s retention of Contractor as an independent contractor to perform the following professional services: Transportation Security Administration-approved designated aviation channeling services for airport workers’ Criminal History Records Check, Security Threat Assessments, and the TSA-FBI Rap Back programs.

B. The parties desire to amend the Agreement to: (i) extend the term by one year; (ii) provide the Authority with an option for an additional one-year extension; and (iii) increase the fee schedule.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment of Section 1.** Paragraph D of Section 1 (Definitions) of the Agreement is amended to read as follows:

“D. ‘Fee Schedule’: for the base term, the fee schedule set forth in the attached Exhibit B. For the extension period, ‘Fee Schedule’ means the fee schedule set forth in the attached Exhibit B-1.”

2. **Amendment of Section 3.** Section 3 (Term) of the Agreement is amended to read as follows:

“3. Term.

A. **Term.** The term of this Agreement shall be for four years, commencing on July 1, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.

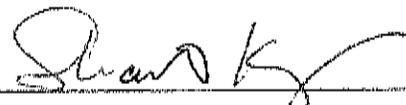
B. **Extension Option.** The Authority shall have one option by which it may extend the term of this Agreement by one year. To exercise such option, the Authority shall give written notice to Contractor on or before June 1, 2025. The Executive Director is authorized to execute the extension option on the Authority’s behalf without further approval by the Authority Commission if there is no change to the Fee Schedule.

C. **Termination.** If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 60 days prior written notice to the other party.”

- 3. **Addition of Exhibit B-1.** The attached Exhibit B-1 is incorporated into this Agreement.
- 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.

Telos Identity Management Solutions, LLC

By: 

By: _____

Print Name: Sharon King

Print Name: _____

Title: Manager **Sr. Contracts Administrator
Telos ID**

Title: Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Felicia Williams, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT B-1
Extension Period Fee Schedule

(attached)

ATTACHMENT B FEE SCHEDULE

YEAR 4 (FY 2025)

| Description | Unit | Unit Price |
|--------------------------------------|------|------------|
| Criminal History Records Check | EACH | \$ 14.00 |
| STA – Initial | EACH | \$ 3.00 |
| STA – Update | EACH | \$ 0.00 |
| TSA FBI – Rap Back Subscription | EACH | \$ 1.00 |
| Additional Maintenance Fees (if any) | LS | \$ 0.00 |

Assumptions. A list of Telos ID assumptions is provided below. Assumptions are applicable to ATTACHMENT B FEE SCHEDULE, YEAR 4 (FY 2025) fees.

CHRC (electronic fingerprint submittal). *In support of CHRCs, Telos ID pricing includes the FBI criminal history record information (CHRI) fee (\$11.25, effective January 1, 2019). Any increase in the FBI CHRI fee will result in a Telos ID fee increase (equivalent to the FBI fee increase) in CHRC pricing for the Authority. This CHRC fee increase (resulting from the FBI CHRI fee increase) will be timed to coincide with the stated FBI fee increase effective date. CHRC submission (initial or recurrent) pricing includes any and all costs, including, but not limited to, the costs of services, labor, management, supervision, applicable taxes, insurance, overhead profit, permits, licenses, and incidentals required to perform the services, as identified in our technical proposal.*

STA initial and STA update. *Telos ID will charge an annual STA electronic records maintenance fee, charged monthly, for each Authority active electronic record within the Telos ID DAC. The STA electronic records maintenance fee will be \$0.25 per active record, per month, for a total of \$3.00 per year.*

TSA FBI Rap Back subscription. *The Telos ID Rap Back subscription fee is per-enrollment and/or per-enrolled person per year and includes any and all costs, including, but not limited to, the costs of the services, labor, management, supervision, applicable taxes, insurance overhead profit, permits, licenses, and incidentals required to perform the services, as identified in our technical proposal. The Rap Back subscription fee is exclusive of the CHRC fees and the STA fee. Any increase in the FBI Rap Back fee (\$0.00, as of January 1, 2019) will result in a Telos ID increase (equivalent to the FBI Rap Back fee increase) in pricing for the Authority.*

e-Badge. *Telos ID does not charge for e-Badge submissions.*

Secure Flight. *If requested by the Authority, iSFV service is offered at a \$200.00 fee per month for use of the service. The fees are inclusive of any and all costs, including, but not limited to, the costs of the services, initial and recurrent training, user and training guides, labor, management, supervision, applicable taxes, insurance overhead profit, permits, licenses, and incidentals required to perform the services, as identified in our technical proposal. iSFV fees are exclusive of all other Telos ID fees identified in this fee proposal.*

Cost savings. *Telos ID will not charge for initial or recurrent training, account management, e-Badge, FBI manual name checks, 1-9 document upload/submission, and systems maintenance. Telos ID does not require pre-payment and provides full transparency in our DAC services fees. Within our value-added processes, Telos ID provides initial and recurrent DAC and Rap Back training, via webinar, at no additional cost to our DAC aviation partners. We also provide dedicated account management, 24x7x365 online DAC access, on-demand/real-time billing and operations reports, customer care and help desk support, and TSA monthly badge spreadsheets—all at no cost. Our Executive Sponsor/SME provides airports with aviation security regulatory, policy, and operational assistance as requested and with no consulting fees.*

Schedule of bid prices—other costs. Telos ID's schedule of compensation for CHRCs, STAs, Rap Back, e-Badge, and iSFV is as follows:

- a. *All other software, hardware, maintenance, licensing fees, and other recurring costs incurred by Telos ID in the implementation/operation of the Telos ID DAC.*
- b. *Telos ID will bear these costs as part of our contractual startup and integration efforts.*
- c. *Telos ID will provide initial month of iSFV at no cost to the Authority. Use of Telos ID iSFV is an optional service for the Authority.*
- d. *The fees charged and detailed pricing notes and compensation schedule will cover the Telos ID costs associated with DAC services, labor, management, supervision, applicable taxes, insurance, overhead, profit, permits, licenses, and incidentals required to perform the specified services, as set forth in our technical proposal.*
- e. *Telos ID offers the Authority optional purchase of Green Bit DactyScan 84c live scan devices with three-year hardware maintenance. Pricing is available upon request.*
- f. *Telos ID not responsible for any costs borne by the Authority or a BUR third-party system provider for connectivity and/or integration with the Telos ID DAC.*
- g. *Telos ID assumes no travel will be required for Telos ID to provide to the Authority training, technical, and/or integration support on an ongoing basis.*
- h. *Telos ID will provide aviation security advocacy, regulatory, operational, technical, and SME support services.*
- i. *Telos ID has not identified any other additional costs that would be charged to the Authority for our performance under this contract.*

TELOS CORPORATION

CERTIFICATE OF RESOLUTION

The undersigned, Helen M. Oh, hereby certifies that she is the Secretary of Telos Corporation, a Maryland corporation (the "Company"), and that at a meeting of the Board of Directors held on August 7, 2023, the following resolutions were adopted and remain in full force and effect without modification.

WHEREAS, the Board wishes to affirm the contracting and signature authority of certain individuals of the Company as well as its wholly owned subsidiary, Telos Identity Management Solutions, LLC, a Delaware entity ("Telos ID") of which the Company is the sole member.

THEREFORE, it is RESOLVED, that Ms. Kimberly Kreider, Director of Contracts, and Ms. Rachel Fandel, Senior Contracts Administrator, be, and each of them hereby is, authorized and empowered to execute and deliver contracts and other documents related to the ordinary course of business in the name and on behalf of the Company, and affix the corporate seal if applicable; and

RESOLVED, that Mr. Mark Griffin, President of Telos ID, and Ms. Sharon King, Senior Contracts Administrator, be, and each of them hereby is, authorized and empowered to execute and deliver contracts and other documents related to the ordinary course of business in the name and on behalf of Telos ID, and affix the corporate seal if applicable.

The actions evidenced by this resolution shall be effective as of the date of the Board meeting at which these resolutions were adopted.

Executed this 8th day of August 2023.

Helen M. Oh, Corporate Secretary

State of Virginia
County of Loudoun

Sworn to and subscribed before me this 8th day of August 2023.

Notary Public

Commission expires: September 30, 2025



AIRPORT CONVEYANCE EQUIPMENT SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Elevators Etc.Inc.)

THIS AIRPORT CONVEYANCE EQUIPMENT SERVICES AGREEMENT (“Agreement”) is dated April 15, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Elevators Etc. Inc. (“Contractor”), a California corporation. Contractor’s CSLB license number is 889416. Contractor’s DIR registration number is PW-LR-1000388340.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Contractor as an independent contractor to provide the following services: preventative maintenance services, on-call repair services, and emergency repair services for the Airport’s elevators, escalators, and moving walkways.

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

- A. “ADR”: Airport Designated Representative.
- B. “Airport Rules and Regulations”: July 1, 2023, Airport Rules and Regulations or any successor adopted by the Authority Commission.
- C. “Base Contract Amount: \$450,000.00
- D. “Commencement Date”: April 15, 2024.
- E. “DIR”: California Department of Industrial Relations.
- F. “Emergency Repair Services”: Airport elevator, escalator, and moving walkway repair services performed on an emergency basis pursuant to a service call.
- G. “Executive Director”: Frank R. Miller or a duly authorized designee.
- H. “Expiration Date”: April 15, 2026, unless extended as provided below.
- I. “Federal Requirements” the federal requirements set forth in the attached Exhibit F, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

J. "Fee Schedule": the fee schedule set forth in the attached Exhibit C unless increased as provided below.

K. "General Provisions and Special Provisions": the general provisions and special provisions set forth in the attached Exhibit D.

L. "Indemnitees": the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

M. "On-Call Repair Services": Airport elevator, escalator, and moving walkway repair services performed on an on-call basis pursuant to a service call.

N. "Preventative Maintenance Schedule": the preventive maintenance schedule set forth in the attached Exhibit B.

O. "Preventative Maintenance Services": monthly, quarterly, semi-annual, and annual preventative maintenance for Airport elevators, escalators, and moving walkways.

P. "Services": the Preventative Maintenance Services, On-Call Repair Services, and Emergency Repair Services specified in the attached Exhibit A.

Q. "TBI": TBI Airport Management, Inc.

2. Services.

A. Contractor shall perform the Services in a timely, regular basis in accordance with the General Provisions and Special Provisions, the Federal Requirements, and applicable laws. Contractor shall provide all labor, equipment, supplies, and materials as required for the performance of the Services. Time is of the essence in the performance of this Agreement.

B. Contractor shall perform the Preventative Maintenance Services in accordance with the Preventive Maintenance Schedule. Contractor shall perform the On-Call Repair Services and the Emergency Repair Services on a service call basis. Each service call shall be memorialized by a service call sheet in the form set forth in the attached Exhibit E.

C. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Contractor shall consult the ADR for any decisions that must be made by the Authority. Contractor shall promptly notify the ADR of any unsafe condition that Contractor discovers at the Airport.

D. In the event any claim is brought against the Authority relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless extended or earlier terminated as provided below.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the ADR, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. If Contractor is, for any reason, unable to commence Emergency Repair Services within two hours of a service call, then the applicable On-Call Repair Services rates shall apply. If an Emergency Repair Services assignment is not completed within 24 hours of the service call, then the applicable On-Call Repair Services rates will be applied for all work completed after such 24 hour period.

B. In no event shall the compensation payable to Contractor under this Agreement for the Preventative Maintenance Services exceed the Base Contract Amount.

C. For each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous 12-month period published Consumer Price Index (CPI) rate for the Los Angeles County area (all indices) or by 5%, whichever is less.

D. Contractor shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Contractor in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

E. If Contractor fails to perform the work in a diligent and satisfactory manner, the Authority may, after seven days written notice to Contractor, perform the work or cause it to be performed by a third party. Contractor shall reimburse the Authority for any expense incurred; alternatively, the Authority may deduct the amount from any sum owed to Contractor.

5. Labor Code Provisions.

A. The parties acknowledge that the performance of the Services constitutes a “public works project” within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).

B. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Public Contract Code Section 4104, 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 purposes only under Labor Code Section 1771.1(a)).

C. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

D. Copies of the prevailing rate of per diem wages established by the DIR are on file at the Airport and shall be made available on request.

E. Contractor shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to the Authority, the sum of \$200 for each calendar day or portion thereof during which Contractor or any subcontractor has paid to any worker employed on the Services an amount less than that required by the DIR.

F. Contractor agrees to comply with the provisions of Labor Code Section 1776, which generally require Contractor and each subcontractor to: (i) keep accurate payroll records; (ii) certify and make such payroll records available for inspection; (iii) inform the Authority of the location of the records; and (iv) forfeit, as a penalty to the Authority, the sum of \$100 for each calendar day or portion thereof for each worker until such payroll records have been provided in response to a request pursuant to Section 1776. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. Contractor shall provide a copy of such payroll records to the Authority.

G. Contractor shall forfeit, as penalty to the Authority, the sum of \$25 dollars for each worker employed in the execution of this Agreement by Contractor or subcontractors for each calendar 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.

H. Contractor shall not perform the Services 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. Contractor and subcontractors (including principals and employees of Contractor and subcontractors) shall not be debarred or suspended throughout the term 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 Contractor or any subcontractor becomes debarred or suspended during the term of this Agreement, then Contractor shall immediately notify the Authority.

I. 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 this Agreement, Contractor 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 this contract.”

6. Payment Bond. In accordance with Civil Code Section 9550, prior to commencement of the Services, Contractor shall provide the Authority with a payment bond in the amount of the Base Contract Amount. Such bond must be issued by a California admitted surety insurer having a rating of not less than A:X in A.M. Best’s Insurance Guide, and must be on a form acceptable to the Authority.

7. Independent Contractor Status. Contractor is, and shall at all times remain as to the Authority, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

8. Airport Rules and Regulations. Contractor shall comply with the Airport Rules and Regulations. Contractor acknowledges that the Airport Rules and Regulations are available on the Authority’s webpage (hollywoodburbankairport.com), and Contractor may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Contractor or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

9. COVID-19 Exposure Notice. If Contractor learns that any Authority or TBI 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 Contractor in the performance of the Services, then Contractor shall notify the Authority of that fact within one business day. Contractor’s obligation under this section shall survive expiration or termination of this Agreement.

10. Work Product Ownership. All reports, documents, or other written material developed by Contractor in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

11. Confidentiality. Contractor shall preserve the confidentiality of all nonpublic data, documents, discussion, or other information that is developed or received by it in connection with this Agreement. Contractor shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Contractor’s obligations under this section shall survive expiration or termination of this Agreement.

12. Conflict of Interest. Contractor shall not maintain or acquire any financial interest that may be affected by the Services. Contractor shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

13. Indemnification.

A. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

14. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the General Provisions and Special Provisions.

15. Suspension. The ADR may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

16. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Stephanie Gunawan-Piraner
E-mail: sgunawan-piraner@bur.org

Contractor
Elevators Etc. Inc.
4327 E, Ceaser E Chaves Ave.
Los Angeles, CA 90022
Attn: Jason Babcock
E-mail: jbabcock@elevatorsetc.org

17. Assignability. Contractor 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, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

18. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. 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.

19. Exhibits. Exhibits A through F are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through E, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit F, the provisions of Exhibit F shall prevail.

20. 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.

21. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

Elevator Etc. Inc.



Manager

Manager

[Pursuant to Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Felicia Williams, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
ELEVATORS ETC.**

Date: January 1, 2024

The undersigned, constituting all of the members of the board of directors of Elevators Etc. (the "Corporation") and acting pursuant to the California Corporations Code and articles and the bylaws of the Corporation hereby takes the following actions, adopts the following resolutions, and transacts the following business of the Corporation by executing this action by unanimous written consent in lieu of holding the annual meeting of the board of directors (the "Board").

The Board notes the need to elect the officers to serve for the coming year. Accordingly, the following resolutions are adopted:

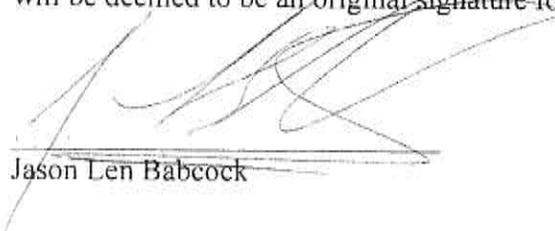
RESOLVED, that the following persons are elected to serve at the pleasure of the Board until the next annual meeting of the Board or until their successors have been duly elected and qualified:

| | |
|---------------------------------------|-------------------|
| President and Chief Executive Officer | Jason Len Babcock |
| Chief Financial Officer and Treasurer | Jason Len Babcock |
| Secretary | Jason Len Babcock |

RESOLVED FURTHER that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Corporation, to prepare or cause to be prepared and to execute, deliver, verify, acknowledge, file or record any documents, instruments, certificates, statements, papers, or any amendments thereto, as may be deemed necessary or advisable in order to effectuate the transactions contemplated by the agreements and actions approved herein, and to take such further steps and do all such further acts or things as shall be necessary or desirable to carry out the transactions contemplated by the foregoing resolutions.

Remainder of Page Intentionally Left Blank

This Written Consent shall be effective as of the date written above and may be executed in multiple original copies, all of which are to be considered as one document and are to be included in the minute book of the Corporation. Facsimile copies of the signature set forth below will be deemed to be an original signature for all purposes.



Jason Len Babcock

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE SHAREHOLDERS
OF
ELEVATORS ETC.**

Date: January 1, 2024

The undersigned, constituting all of the shareholders of Elevators Etc. (the "Corporation") and acting pursuant to the California Corporations Code and the bylaws of the Corporation hereby waive all notice of time, place or purpose of a meeting and consent to, approve and adopt the following recitals and resolutions by this written consent in lieu of an annual meeting of shareholders:

ELECTION OF DIRECTORS:

RESOLVED that effective as of the date hereof, the following individual be and he hereby is elected to the Board of Directors of this Corporation:

Jason Len Babcock

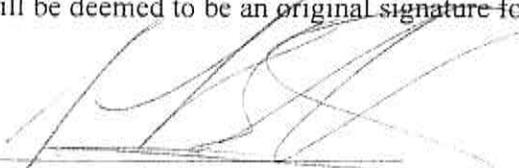
GENERAL

RESOLVED FURTHER that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Corporation, to prepare or cause to be prepared and to execute, deliver, verify, acknowledge, file or record any documents, instruments, certificates, statements, papers, or any amendments thereto, as may be deemed necessary or advisable in order to effectuate the transactions contemplated by the agreements and actions approved herein, and to take such further steps and do all such further acts or things as shall be necessary or desirable to carry out the transactions contemplated by the foregoing resolutions.

RESOLVED FURTHER that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of these resolutions, are hereby ratified, approved and confirmed.

Remainder of Page Intentionally Left Blank

This Written Consent shall be effective as of the date written above and may be executed in multiple original copies, all of which are to be considered as one document and are to be included in the minute book of the Corporation. Facsimile copies of the signature set forth below will be deemed to be an original signature for all purposes.



Jason Len Babcock
1,000 Shares

Date: January 1, 2024

ATTACHMENT A
Scope of Services

ATTACHMENT A

SCOPE OF SERVICES

ELEVATOR, ESCALATOR & MOVING WALKWAYS PREVENTATIVE MAINTENANCE, ON-CALL REPAIR & EMERGENCY REPAIR SERVICES HOLLYWOOD BURBANK AIRPORT RFP No. MA24-01

The Burbank-Glendale-Pasadena Airport Authority ("Authority"), owner-operator of the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") is seeking a certified qualified conveyance company ("Contractor") to provide the following services for the Airport's elevators, escalators, and moving walkways (collectively, "Conveyances"): (i) scheduled preventative maintenance examinations, adjustments, lubrications, repairs, and replacements of equipment ("Preventative Maintenance Services"); (ii) on-call repair of equipment ("On-Call Repair Services"); and (iii) emergency repair of equipment ("Emergency Repair Services"). The Preventative Maintenance Services, On-Call Repair Services, and Emergency Repair Services are collectively referred to in this RFP as the "Services" and are described more fully below.

SERVICES TO BE PERFORMED

I. Preventative Maintenance Services

Preventive Maintenance Services shall include examinations, adjustments, lubrications, repair and replacements of parts required in compliance with all state and federal regulations, including A17.1-2007 8.6.5-8 of the American Society of Mechanical Engineers ("ASME"). They shall also include appurtenant components and accessories not specifically mentioned that are required for proper and safe operation of the Conveyances.

Minor preventative maintenance parts, i.e. nuts, bolts, and lubricants, shall be considered standard consumable materials and will be the responsibility of Contractor. All replacement parts shall be acceptable, compatible and operative components similar to the original installation. In addition, all equipment, components, accessories, car tops, pits and trusses shall be maintained in a clean housekeeping condition.

The Conveyances listed in Attachment B shall be serviced in accordance with the Preventative Maintenance Checklists provided in Attachments C-E on a monthly, quarterly, semi-annual and annual basis in order to maintain the equipment in a safe, clean and operable condition. The maintenance requirements listed in the checklists shall not be construed to be a complete listing of all equipment maintenance requirements. Where one of more of the listed requirements conflicts with manufacturer recommendations, industry standards, statutory or regulatory guidance, or other applicable standards, Contractor shall immediately notify the Authority of the conflict.

Contractor shall immediately notify the Authority if the scheduled service identifies any irregular or concerning issues. In no case shall the elevator, escalator or moving walkway be left

in an un-safe condition. Adequate barricades, signs, etc. shall be provided to keep the public safe at all times.

Contractor is responsible for coordinating with the California Division of Occupational Safety and Health ("CalOSHA") as necessary to maintain current operating certificates for all the Conveyances. If State inspections identify any deficiencies, they shall be corrected immediately by Contractor. Any fees for failure to resolve preliminary orders issued by CalOSHA will be the responsibility of Contractor.

Contractor shall submit a three-month rolling schedule on a monthly basis indicating the planned dates for preventative maintenance service for each elevator. Schedule shall indicate type of service (monthly, quarterly, semi-annual or annual) and the name of the mechanic to perform service. Twenty-four hour notice shall be provided in advance of the planned preventative maintenance service date as shown in the submitted rolling schedule to confirm date and time.

II. On-Call Repair Services and Emergency Repair Services

In addition to the Preventative Maintenance Services, Contractor may be called on to provide service or diagnose, troubleshoot and repair equipment on an unscheduled basis. For all non-emergency service calls, Contractor shall identify an available time within two days of the call that is mutually agreeable to Contractor and the Airport Designated Representative ("ADR"). Contractor shall not charge over-time or double-time rates without prior written approval from the ADR.

Contractor shall be available to provide service in the case of an emergency seven days a week, 24 hours a day. Emergency Repair Services shall be defined as those services needed to correct an emergency condition which consists of entrapment of personnel, as well as any other inoperable or unsafe condition that provides potential for harm to personnel or property or that disrupts or impairs facility operations as determined by the Authority in its sole discretion.

On notification that Emergency Repair Services are required, Contractor shall promptly, efficiently, and effectively respond as appropriate to correct the underlying emergency condition. In addition to the On-site Technician, Contractor shall at all times have a designated, qualified, On-Call Technician available to provide Emergency Repair Services. The On-Call Technician shall be immediately and continuously available at a single phone number which shall be provided by Contractor. The On-Call Technician shall commence repair action within two hours of the Authority's notification of Contractor of the need for emergency repairs. If Contractor is, for any reason, unable to commence emergency service action within two hours of the call, the applicable On-Call Repair Services rates will apply.

Whenever Contractor provides Emergency Repair Services, Contractor will provide the Authority with a full report of the following: the equipment deficiencies that gave rise to the underlying emergency condition; Contractor's actions taken to affect the emergency repair; parts used in the repair; and Contractor's responding personnel by name, arrival/departure time and hours worked. This report will be provided to the ADR no later than two business days after completion of repair. The ADR shall be notified for repairs that will take longer than 24 hours to perform. The labor rates identified in Attachment G for Emergency Repair Services will only apply if the ADR specifically requests an **Emergency Response** and Contractor is able to commence emergency repair action within two hours of the initial emergency service call request. Emergency

Repair Services rates will only be applied to work completed within 24 hours of the initial call. If repairs take longer than 24 hours to complete, the applicable On-Call Repair Services rates will be applied for all work completed after such 24 hour period.

Failure to satisfactorily complete repairs and return the equipment to service within 48 hours may result in liquidated damages assessment as listed in Attachment I – General Provisions and Special Provisions. The Authority may waive the liquidated damages for reasonable and justifiable cause. In addition, the Authority reserves the right to either complete the work with its own forces and/or obtain service from a third-party firm. Contractor shall reimburse the Authority for any expense incurred and the Authority at its election may deduct the amount from any sum owed to Contractor.

III. Safety Training

Contractor may be requested to provide Authority staff safety training on conveyance system. This may include presentations and/or onsite training and will be paid on an hourly basis.

WORKMANSHIP

All work shall be performed in the finished and workmanlike manner, and in accordance with the best-recognized trade practices. Contractor shall provide and maintain in good operating condition all tools and equipment necessary for the satisfactory performance of the work. Inadequate, unsuitable, defective, worn out, or otherwise unsatisfactory tools and equipment shall be removed from service and replaced with satisfactory tools and equipment at no cost to the Authority.

RIGHT TO INSPECT AND REQUIRE WORK

The Authority shall conduct inspections and tests as necessary to ensure that contract requirements are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's expense.

If Contractor fails to perform the work in a diligent and satisfactory manner, the Authority may, after three calendar days written notice to Contractor, perform or cause to be performed by a third-party firm all or any part of the work required. Contractor shall reimburse the Authority for any expense incurred and the Authority at its election may deduct the amount from any sum owed to Contractor.

HOURS

All Preventative Maintenance Services shall occur during Standard Daily Operations as defined below.

Monthly Preventative Maintenance: Monday – Friday 11:00 a.m. – 5:00 a.m.

Standard Daily Operations: Monday – Friday, 7:00 a.m. – 4:30 p.m.

Nights: Monday – Friday, 4:31 p.m. – 06:59 a.m.

Weekends: Saturday 12:00 a.m. – Sunday 11:59 p.m.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve after 3:00 p.m., Christmas Day.

CONTRACTOR PERFORMANCE AND ADMINISTRATIVE REQUIREMENTS

Contractor acknowledges that fully operational Conveyances are required for the safe operation of the Airport and the safety of the public using the Airport. Contractor, to the maximum extent possible, shall take all appropriate actions to ensure the Conveyances are, at all times, fully operational.

Contractor acknowledges that the Airport consists of public-use facilities and recognizes the attendant obligation to ensure that all Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and Authority personnel.

Contractor accepts the existing condition of the Conveyances. Condition of existing equipment shall not be grounds for additional payment to Contractor for performing the contract work as specified.

Contractor shall only use and assign technicians, engineers and certified competent conveyance mechanics (as defined by Labor Code Section 7300 et seq.) under its direct employment and supervision to effectively and efficiently perform services. The Authority reserves the right to request that any Contractor employee be reassigned from the Airport if the Authority deems such employee inappropriate for assignment to duty.

Contractor shall inform the Authority if spare part(s) and/or equipment will be long-lead items and provide an estimated delivery date. Contractor shall have good working relationship with manufacturers and suppliers to ensure the ability to obtain best value and/or long-lead items.

All Contractor personnel, including the On-Call Technician, shall check in with the Authority's **Communications Center (818) 840-9536**, Maintenance Supervisor, or other designated representative, upon entering the premises, and receive any reports of elevator, escalator, or moving walkway equipment deficiencies that need correction. Contractor's representative shall also check out with the Authority's representative upon completion of any service visit and submit any reports as required.

Contractor shall be fully responsible for the safety and protection of all persons and of all work and salvage material connected with the contract. Contractor shall use proper precautions to fully protect all persons, its own work, and the property of the Authority and others from injury and damage. Contractor shall be liable for injury to all persons and shall repair any damage to property belonging to the Authority and others caused by Contractor through negligence, carelessness, or any other cause.

Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54). Authorized representatives of the Department of Labor shall be permitted access to the project for inspections.

Contractor shall comply with codes and standards of the State of California Department of Industrial Relations; whether listed or not. Where conflicts exist from one code to another, the more stringent shall apply.

Contractor shall maintain all Conveyances in proper, safe, and acceptable operating condition. Contractor shall conduct all required tests, inspections preventive maintenance and repairs of Conveyances in accordance with all applicable statutes and regulations, industry standards, and manufacturer's recommendations throughout the term of this Agreement.

Contractor shall keep the Authority informed of the general condition of each unit being serviced, as well as additional recommendations for service and/or replacement. Whenever Contractor becomes aware of improvements that should be made to a Conveyance, Contractor shall so inform the Authority in writing and provide recommendations for implementing such improvements.

Contractor shall maintain and submit to the Authority a copy of the results of all tests conducted on the Conveyances on a monthly basis. Contractor shall also maintain and submit to the Authority all tests, all lubrication schedules, maintenance schedules, inspection checklists and reports, repair time tickets and reports, and safety test report forms pertaining to the equipment listed herein.

When conducting inspections of the Conveyances, Contractor shall take all reasonable and appropriate measures to ensure that such inspections do not interfere with the operation of the Airport. Contractor shall take all reasonable and appropriate actions needed to ensure that no Conveyance is out of operation for longer than two hours during the Standard Daily Operations or Weekend hours as the result of testing, inspection, maintenance or repair. In the event Contractor comes to believe that a Conveyance may be inoperable for more than eight hours in order to accomplish the required testing, inspection, maintenance, or repair, Contractor shall immediately notify Authority of the potential for such event, the reasons why extended service is required and Contractor's best estimate as to when the subject Conveyance will be returned to operation.

When providing Services, Contractor shall, unless expressly authorized by the Authority, use only new materials, parts and equipment that are standard in the industry, recommended by the appropriate manufacturer, approved by Underwriters Laboratory, compatible with the existing equipment and readily available. Contractor shall install such material, parts, and equipment in accordance with manufacturer specifications and standard industry practice.

Contractor shall be responsible for furnishing all labor, parts, materials, equipment, etc., necessary to service and maintain the Conveyances and to keep the Conveyances in a proper, safe, and dependable operating condition for maximum operating efficiency.

Contractor shall be required to maintain a supply of frequently used replacement parts, lubricants and miscellaneous supplies required for routine preventive maintenance and common emergency call-back service repairs in the Authority-designated storage area at no charge. All replacement parts furnished under this Agreement will be original equipment manufactured ("OEM"). Major electronic and mechanical assemblies routinely considered by the industry to be

replaceable units must be available for emergency shipment from Contractor's supplier within 24 hours. Contractor shall provide order acknowledgements and delivery estimates from Contractor's supplier to verify that all critical parts have been ordered.

All replacement parts and equipment charged to the Authority for services under the contract, if awarded, will be at cost plus mark-up as defined in Attachment G.

Contractor shall, for the duration of the contract, maintain the following means of communication with the Authority:

- A. Twenty-four hour live answering service; and
- B. Cellular telephones operating 24 hours per day for field employees; and
- C. Twenty-four hour email.

Contractor shall have a maximum of **one hour** to provide initial response and for emergency service calls, **two hours** from time of initial contact to arrive on-site.

Machine Room and Storage Area: Equipment machine spaces and storage areas must be maintained in a neat and orderly condition, as determined by the Authority. Contractor shall keep the area clean of trash and debris.

Special Conditions: Annual elevator step index inspection and annual no load and annual governor and safety mechanism inspections and/or tests are required if not made within the preceding twelve-month period from the date of contract award. These inspections and/or tests will be made for each piece of equipment listed in these specifications and complete reports shall be submitted by Contractor to the Authority.

LICENSES AND PERMITS

Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with all laws applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws requiring the use of licensed contractors to perform parts of the work.

Contractor shall schedule, coordinate, participate in all inspections required by California statute or regulation needed to maintain all required equipment certifications and permits. In the event deficiencies are identified during these inspections, Contractor shall take timely action as required, but in no event longer than 30 days as required by state law, to correct such deficiencies. Contractor shall timely notify appropriate governmental agencies that such deficiencies have been corrected.

Except as expressly provided otherwise in the contract, Contractor shall bear all costs associated with the tests, inspections, preventive maintenance and repairs to the Conveyances, with exception of the fees for the State Annual Inspection for permitting. This obligation does not apply in the case of any breakage, loss or damage to a Conveyance when such loss or damage is caused intentionally or as the result of a malicious act and /or misuse by a person or persons other than Contractor, its subcontractors, agents, or employees.

Contractor must hold a current C-11 State of California Contractor's License throughout the term of the contract.

ATTACHMENT B
Preventive Maintenance Schedule

ATTACHMENT B

ELEVATOR PREVENTATIVE MAINTENANCE

NOTE: Contractor to provide a sheet for each service and to be submitted with invoice.

| | |
|--|---------------------------|
| BUILDING NAME: | MECHANIC: |
| ELEVATOR #: | DATE OF PREVIOUS SERVICE: |
| CHECK SERVICE TYPE: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> ANNUAL <input type="checkbox"/> UNSCHEDULED (attach "24/7 RESPONSE CALL SHEET" sheet for unscheduled service) | |

| | |
|--|-----------------------|
| Mechanic to initial EACH LINE indicating inspection has been completed. Note any irregularities or items requiring additional attention. | DATE/TIME OF SERVICE: |
|--|-----------------------|

| MONTHLY SERVICE | NOTES |
|--|--------------|
| Car door reopening device – check and adjust to meet maintenance guidelines. | |
| Car ride and levelling operation. | |
| Complete car door operator and all linkages | |
| In car communication device, emergency lighting unit, alarm bell, fan and door open/close buttons. | |
| Car and hall push button and indicator lamps. | |
| Check machine room lighting and temperature. Report any problems to the Owner. | |
| Check pit lighting and ensure no water is present. Report any problems to the Owner. | |
| Check hydraulic oil level and adjust to comply with min and max level. Fill out oil loss log. | |
| Thoroughly clean oil cooler filter. | |
| Elevator phone is tested to ensure it is in good working condition. | |

| QUARTERLY SERVICE | NOTES |
|--|--------------|
| Check, clean and lubricate car door restrictor device. | |
| Check, clean and lubricate door protective and re-opening device. | |
| Check and clean car gate switch and contacts | |
| Check, clean and lubricate Car door clutch, track, rollers and eccentrics. | |
| Check and clean car and hoistway door lower guides. | |
| Check all hoistway doors self-closing. | |
| Check and clean hoistway door lock contacts and beaks. | |

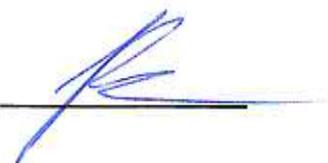
Initials: 

| QUARTERLY SERVICE (cont.) | NOTES |
|--|-------|
| Check, clean and lubricate hoistway door pickup rollers, hangers and rollers and eccentrics and closers. | |
| Check and clean hoistway access devices and switches. | |
| Check and clean hoistway door retainers and interconnecting means. | |
| Check and clean hoistway door panels and sight guards | |
| Thoroughly clean the machine room, replace any burnt light bulbs or tubes (bulbs and tubes provided by the Owner) | |
| Thoroughly clean the pit. Replace any burnt light bulbs or tubes (bulbs and tubes provided by the Owner) | |
| Thoroughly clean the car top. Replace any burnt light bulbs. | |
| Check and clean car top fan. | |
| Check car top operator for proper operation. | |
| Check packing glands of valves and cylinders and tighten or replace as necessary to prevent excessive loss of fluid. Oil leakage collected from the cylinder packing gland shall not exceed manufacturer recommendation. Check condition and color of the hydraulic oil, if oil appears to be contaminated identify on time ticket and advise Supervisor. Filter any oil that is being returned to the tank. | |
| Test all pit stop switches. | |
| Check car and hall push button stations for operation, proper fastening and condition of the buttons. | |
| SEMI-ANNUAL SERVICE | NOTES |
| Clean and check all controller components including: proper operation of relays, condition of contacts, coils, resistors, fuses (sizes), connection at terminals, overload settings and oil level in dash pots and vacuum and maintain controller clean and free from dirt. | |
| Check roller guides and slippers for condition and alignment. Ensure proper lubrication of rails where slippers are used. | |
| Check V-belts for wear, fraying, or cracking. Replace belts as a full matching set when required. Maintain a very tight tension. | |
| Ensure the cab fans are operational and grills are clean. | |
| Check all hoistway limit switches and safety operating switches for proper fastening and operation | |
| Check motor, bearings and motor windings of non-submersible motors. | |
| Test the Group Operation to ensure that all circuits and time settings are properly adjusted to suit building traffic | |

Initials: 

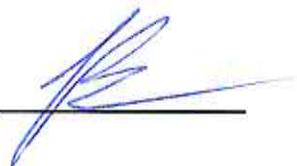
| ANNUAL SERVICE | NOTES |
|--|-------|
| Clean the hoistway equipment including hoistway ledges, projections; check brackets, rail fastenings and entrance fastenings. Make repairs as necessary. | |
| Test the battery operated emergency lowering feature to ensure that the elevator will not descend when the mainline disconnect switch is in the OFF position and that it complies with state and local codes. | |
| Check total length of ALL traveling cables for wear and travelling cable hangers for tightness. Replace any badly worn travelling cables and beam protectors. If required provide metal beam protectors if the pad protectors are wearing. | |
| Measure up and down levelling times and ensure excessive levelling times are corrected. Times should not be any longer than manufactures recommendation and state code. | |
| Test the overloads, clean and adjust as required; inspect main motor connections and clean and tighten where necessary. | |
| Adjust car and door dwell times per state and local codes. | |
| Test the relief valve setting by applying pressure from the pump after inching the empty car upward to engage the plunger stop ring, or by closing the main shut-off valve. Reset if necessary. Reseal relief valve if the setting is altered or if the seal is disturbed. | |
| Test power closing force on horizontally sliding doors. Ensure maximum force does not exceed state and local codes. | |
| Test the closing time of the elevator doors for conformance with the data tag. | |
| Where provided, test the means to restrict hoistway or car door opening for conformance with state and local codes. | |
| Test cylinder and buried piping for leakage. | |
| Where provided, pressure test the PVC encapsulation to ensure no leakage and that no accumulation of liquid in the cavity between the cylinder and the PVC has | |
| When provided, test the plunger gripper as per state and local codes. | |
| Test all redundancy circuits and verify their proper operation. Record the results of the tests in the log book. | |
| Test the firefighter's emergency operation and complete, "Maintenance Checklist for Firefighter's Emergency Operation – Record of Inspection Check". | |

Initials: _____



| ANNUAL SERVICE (cont.) | NOTES |
|---|-------|
| Test the pressure switch and related circuits as per state and local codes. | |
| Test the low oil protection operation for compliance with state and local codes. | |
| Where provided, test the flexible hose and fitting assemblies as per state and local codes. | |
| Adjust speed control to provide smooth acceleration and deceleration with the design limitations of the equipment. | |
| Test the normal terminal stopping device as per state and local codes. | |
| Test the emergency terminal speed-limiting device and emergency terminal stopping device to ensure conformity with state and local codes. | |
| Where provided, check the standby or emergency power operation as per state and local codes. | |
| Supervisor inspection of complete installation. | |

Initials: _____

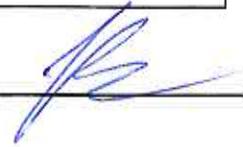


ATTACHMENT B

ESCALATOR PREVENTATIVE MAINTENANCE

NOTE: Contractor to provide a sheet for each service and to be submitted with invoice.

| | |
|--|-----------------------|
| BUILDING NAME: | MECHANIC: |
| ESCALATOR #: | |
| CHECK SERVICE TYPE: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> ANNUAL <input type="checkbox"/> UNSCHEDULED (attach "24/7 RESPONSE CALL SHEET" for unscheduled service) | |
| Mechanic to initial EACH LINE indicating inspection has been completed. Note any irregularities or items requiring additional attention. | DATE/TIME OF SERVICE: |
| MONTHLY SERVICE | NOTES |
| Comb Fingers - Clean, check condition, tighten screws and alignment. | |
| Comb Plate - Clean plate and gap. | |
| Steps & Risers - Check for damage. | |
| Floorplate - Clean and inspect for damage. | |
| Steps and Wheels - Check condition, check alignment, examine wheels, tighten step nuts and clean. | |
| Lubricator - Check oil level. | |
| Coupling - Check for vibration and noise. | |
| Main Drive Chain - Check for abnormal wear and/or corrosion; check that the chain is adequately lubricated. | |
| Skirt Panels - Check clearance force and clean. | |
| Safety Strips - Check condition. | |
| Deck Moldings - Clean. | |
| Interior Panels - Clean. | |
| Newel Ends - Check for any unusual noise or temperature and clean. | |
| Step Guide Rollers - Check alignment. | |
| Handrail Drive Chains - Lead/Lag check, clean and check condition. | |
| Handrail - make sure they are not running hot, make sure handrails do not slip under normal pressure. Check handrail speed. | |
| Step Chain - Check condition and insure they are receiving proper lubrication. | |

Initials: 

| | |
|--|--------------|
| Main Drive Shaft - Check sprocket wear. | |
| Tension Carriage - Check condition. | |
| QUARTERLY SERVICE | NOTES |
| Main Drive Chain - Check for proper chain slack. | |
| Pawl Brake - Check for operation. | |
| Machine Brake - Check torque, check operation. | |
| Gear Reducer - Check oil level. Fill if needed. | |
| Comb Plate Impact switches - Check tripping forces. Check for broken Comb Plates, all broken plates shall be replaced. | |
| Handrail drive chains - Check for elongation of chain and tension. | |
| Take-up device - Check handrail tension. | |
| Handrail Drive Sheave Pressure Rollers - Check spring force. | |

| SEMI-ANNUAL SERVICE | NOTES |
|--|--------------|
| Gear Reducer - Check sprockets for wear. | |
| Brakes – Fits to shafts should be secured, no rest or corrosion at the surface, check flexible coupling, should be tight, all pints and bushing securely in place. Brake torque should be verified and adjusted. | |
| Step Chain Track - Clean track rails. | |
| Step Chain Guide Shoe - Lubricate to meet maintenance guidelines. | |
| Step Roller Track - Clean track rails. | |
| Up-Thrust Guides - Clean. | |
| Turn-around Track Rail - Clean track rails. | |
| Steps and Wheels - Grease step wheel shoe. | |
| Step Chain - Check tension. | |
| Handrail Guides - Check condition, rollers, all bearings should be cleaned and turn freely. | |
| Handrail – make adjustments to handrail slack take-up device, adjustment shall be maintained to prevent handrail damage. | |
| Tension Carriage Rollers – Lubricate to meet maintenance guidelines. | |
| Return Guides - Check for abnormal wear, clean. | |
| Lubricator - Clean lubricator brushes, check tubing condition. | |
| Motor – Motors shall be cleaned and free of lint, air vent shall be clean and open. | |
| ANNUAL SERVICE | NOTES |
| Motor Bearings - Replenish grease. Motor shall be lubricated according to maintenance guidelines. | |

Initials: _____



| | |
|--|--|
| Main Drive Bearings - Add grease to grease fittings. | |
| Tension Carriage Bearings - Add grease to fittings. | |
| Handrail Drive Bearings - Add Grease to grease fittings. | |

Initials: 

ATTACHMENT B

**MOVING WALKWAYS PREVENTATIVE
MAINTENANCE**

NOTE: Contractor to provide a sheet for each service and to be submitted with invoice.

| | |
|--|-----------------------|
| BUILDING NAME: | MECHANIC: |
| MOVING WALKWAYS #: | |
| CHECK SERVICE TYPE: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> ANNUAL <input type="checkbox"/> UNSCHEDULED (attach "24/7 RESPONSE CALL" sheet for unscheduled service) | |
| Mechanic to initial EACH LINE indicating inspection has been completed. Note any irregularities or items requiring additional attention. | DATE/TIME OF SERVICE: |
| MONTHLY SERVICE | NOTES |
| Comb Fingers - Clean, check condition, tighten screws and alignment. | |
| Comb Plate - Clean plate and gap. | |
| Floorplate - Clean and inspect for damage. | |
| Steps and Wheels - Check condition, check alignment, examine wheels, tighten step nuts and clean. | |
| Lubricator - Check oil level. | |
| Coupling - Check for vibration and noise. | |
| Main Drive Chain - Check for abnormal wear and/or corrosion; check that the chain is adequately lubricated. | |
| Skirt Panels - Check clearance force and clean. | |
| Safety Strips - Check condition. | |
| Deck Moldings - Clean. | |
| Interior Panels - Clean. | |
| Newel Ends - Check for any unusual noise or temperature and clean. | |
| Step Guide Rollers - Check alignment. | |
| Handrail Drive Chains - Lead/Lag check, clean and check condition. | |
| Handrail - make sure they are not running hot, make sure handrails do not slip under normal pressure. Check handrail speed. | |
| Step Chain - Check condition and insure they are receiving proper lubrication. | |
| Main Drive Shaft - Check sprocket wear. | |

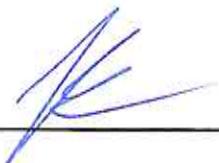
Initials: 

| | |
|---|--------------|
| Tension Carriage - Check condition. | |
| QUARTERLY SERVICE | NOTES |
| Comb Fingers - Clean, check condition, tighten screws and ALIGNMENT. | |
| Comb Plate - Clean plate and gap. | |
| Floorplate - Clean and inspect for damage. | |
| Steps and Wheels - Check condition, check alignment, examine wheels, tighten step nuts and clean. | |
| Lubricator - Check oil level. | |
| Coupling - Check for vibration and noise. | |
| Main Drive Chain - Check for abnormal wear and/or corrosion; check that the chain is adequately lubricated. | |
| Skirt Panels - Check clearance force and clean. | |

| | |
|--|--------------|
| SEMI-ANNUAL SERVICE | NOTES |
| Gear Reducer - Check sprockets for wear. | |
| Brakes – Fits to shafts should be secured, no rest or corrosion at the surface, check flexible coupling, should be tight, all pints and bushing securely in place. Brake torque should be verified and adjusted. | |
| Step Chain Track - Clean track rails. | |
| Step Chain Guide Shoe - Lubricate to meet maintenance guidelines. | |
| Step Roller Track - Clean track rails. | |
| Up-Thrust Guides - Clean. | |
| Turn-around Track Rail - Clean track rails. | |
| Steps and Wheels - Grease step wheel shoe. | |
| Step Chain - Check tension. | |
| Handrail Guides - Check condition, rollers, all bearings should be cleaned and turn freely. | |
| Handrail – make adjustments to handrail slack take-up device, adjustment shall be maintained to prevent handrail damage. | |
| Tension Carriage Rollers – Lubricate to meet maintenance guidelines. | |
| Return Guides - Check for abnormal wear, clean. | |
| Lubricator - Clean lubricator brushes, check tubing condition. | |
| Motor – Motors shall be cleaned and free of lint, air vent shall be clean and open. | |
| ANNUAL SERVICE | NOTES |
| Motor Bearings - Replenish grease. Motor shall be lubricated according to maintenance guidelines. | |
| Main Drive Bearings - Add grease to grease fittings. | |

Initials: 

| | |
|--|--|
| Tension Carriage Bearings - Add grease to fittings. | |
| Handrail Drive Bearings - Add Grease to grease fittings. | |

Initials: 

ATTACHMENT C
Fee Schedule

**ATTACHMENT C
FEE SCHEDULE**

Preventative Maintenance Services

| | CONVEYANCE & LOCATION | INDICATE PRICE PER SERVICE | | | | TOTAL ANNUAL PRICE |
|---|--|----------------------------|--------------------|----------------------|-----------------|--------------------|
| | | MONTHLY (12/YEAR) | QUARTERLY (4/YEAR) | SEMI-ANNUAL (2/YEAR) | ANNUAL (1/YEAR) | |
| | Elevators: | | | | | |
| 1 | <i>Conveyance # 159273</i> Location: 2509 Hollywood Way Owner ID: RPS #1 Make: Hyundai | \$210.18 | \$157.64 | \$105.09 | \$210.18 | \$3,573.08 |
| 2 | <i>Conveyance # 159277</i> Location: 2509 Hollywood Way Owner ID: RPS #2 Make: Hyundai | \$210.18 | \$157.64 | \$105.09 | \$210.18 | \$3,573.08 |
| 3 | <i>Conveyance # 161941</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS | \$210.18 | \$157.64 | \$105.09 | \$210.18 | \$3,573.08 |
| 4 | <i>Conveyance # 107757</i> Location: 2800 Clybourn Owner ID: MillionAir Make: Oliver & Williams | \$210.18 | \$157.64 | \$105.09 | \$210.18 | \$3,573.08 |
| 5 | <i>Conveyance # 044406</i> Location: 2627 Hollywood Way Owner ID: Kitchen Make: Oliver & Williams | \$210.18 | \$157.64 | \$105.09 | \$210.18 | \$3,573.08 |
| 6 | <i>Conveyance # 050314</i> Location :2627 Hollywood Way Owner ID: Parking Structure Make: Oliver & Williams | \$210.18 | \$157.64 | \$105.09 | \$210.18 | \$3,573.08 |
| | Escalators: | | | | | |
| 7 | <i>Conveyance # 161947</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS | \$432.26 | \$216.13 | \$432.26 | \$216.13 | \$7,132.29 |
| 8 | <i>Conveyance # 161946</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS | \$432.26 | \$216.13 | \$432.26 | \$216.13 | \$7,132.29 |

**ATTACHMENT C
FEE SCHEDULE**

| | CONVEYANCE & LOCATION | MONTHLY (12/YEAR) | QUARTERLY (4/YEAR) | SEMI- ANNUAL (2/YEAR) | ANNUAL (1/YEAR) | TOTAL ANNUAL PRICE |
|----|---|------------------------------|-------------------------------|--------------------------------------|----------------------------|-----------------------------------|
| | Moving Walkways: | | | | | |
| 9 | <i>Conveyance #161912</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS | \$432.26 | \$216.13 | \$432.26 | \$216.13 | \$7,132.29 |
| 10 | <i>Conveyance # 161913</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS | \$432.26 | \$216.13 | \$432.26 | \$216.13 | \$7,132.29 |
| 11 | <i>Conveyance # 161914</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS | \$432.26 | \$216.13 | \$432.26 | \$216.13 | \$7,132.29 |
| 12 | <i>Conveyance # 161915</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS | \$432.26 | \$216.13 | \$432.26 | \$216.13 | \$7,132.29 |
| 13 | <i>Conveyance # 161916</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS | \$432.26 | \$216.13 | \$432.26 | \$216.13 | \$7,132.29 |
| 14 | <i>Conveyance # 161917</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS | \$432.26 | \$216.13 | \$432.26 | \$216.13 | \$7,132.29 |
| | TOTAL MAINTENANCE PRICE: | \$4,719.16 | \$2,674.88 | \$4,088.62 | \$2,990.12 | \$78,496.80 |

(continued)

ATTACHMENT C

FEE SCHEDULE

**On-Call Repair Services and Emergency Repair Services
Labor Rates and Materials & Parts Mark-Up**

| Labor Rates | | | | | |
|-------------|-------------------------------------|--------------|------------|------------|----------------|
| # | | Rates / Hour | | | |
| | | Foreman | Journeyman | Apprentice | Other: List |
| 1 | Standard Time | \$290.19 | \$281.74 | \$196.56 | NA |
| 2 | Overtime (1.5) | \$491.52 | \$477.20 | \$334.15 | NA |
| 3 | Double Time (Weekends and Holidays) | \$579.25 | \$562.38 | \$393.12 | NA |
| 4 | Emergency Service Calls | SEE ABOVE | SEE ABOVE | SEE ABOVE | NA |
| 5 | Safety Trainings, as needed | SEE ABOVE | SEE ABOVE | SEE ABOVE | NA |

Other Terms:

1. All parts/materials must be OEM or a previously Authority-approved equivalent. Invoices presented (which include reimbursable materials) shall be accompanied by fully supported and documented receipts. No "inventoried" parts shall be reimbursable unless a parts list accompanies the Fee Schedule at bid due date. Contractor may mark-up materials used on hourly work (not part of the standard maintenance scheduled work) by 15 % (NTE 15%).
2. All Unit Prices shall be inclusive of all labor, standard inventoried parts, consumable tools, equipment, travel and fuel (sur)charges, general and administrative support and fees, overhead and profit, and all taxes.
3. Hourly rates shall be inclusive of all labor, consumable tools, travel and fuel (sur)charges, general administrative support, overhead and profit and all taxes.

All listed prices shall be firm, fixed price for the two (2) year base term. For each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous twelve-month period published Consumer Price Index (CPI) rate for all indices, Los Angeles County or by 5%, whichever is less.

ATTACHMENT D
General Provisions and Special Provisions

**GENERAL PROVISIONS
AND
SPECIAL PROVISIONS
FOR
RFP MA24-01
ELEVATOR, ESCALATOR & MOVING WALKWAY
PREVENTATIVE MAINTENANCE, ON-CALL REPAIR & EMERGENCY REPAIR SERVICES
HOLLYWOOD BURBANK AIRPORT**



GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The Work described herein shall be done in accordance with the provisions of the 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these General Provisions is compatible with the numbering in the Standard Specifications. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, the more stringent requirement shall prevail.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

Provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Airport Designated Representative (ADR) – Person designated by the Director, Engineering and Planning to have design and/or construction management oversight responsibilities for the contract. For this contract, the ADR shall be the Maintenance Manager and his designee.

Agency – The Burbank-Glendale-Pasadena Airport Authority.

Board – The Commission of the Burbank-Glendale-Pasadena Airport Authority.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the General Provisions and Special Provisions.

County – County of Los Angeles, California

Engineer – Shall be the Engineer of Record.

Inspector – An authorized representative of the Authority, assigned by the Authority to make

inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the Authority to test materials and Work involved in the Contract.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the Authority under the terms of the Contract.

1-3 ABBREVIATIONS

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

| Abbreviation | Word or Words |
|---------------------|--|
| AAN | American Association of Nurserymen |
| ACI | American Concrete Institute |
| AGCA | Associated General Contractors of America |
| APWA | American Public Works Association |
| ASME | American Society of Mechanical Engineers |
| CRSI | Concrete Reinforcing Steel Institute |
| CSI | Construction Specifications Institute |
| IEEE | Institute of Electric and Electronic Engineers |
| NEC | National Electric Code |
| NEMA | National Electrical Manufacturers Association |
| NFPA | National Fire Protection Association |
| SSS | State of California Standard Specifications, Latest edition, Department of Transportation |
| SSP | State of California Standard Plans, Latest edition, Department of Transportation |

SECTION 2. SCOPE AND CONTROL OF THE WORK

The provisions below shall supplement, but not replace, those provisions in Section 2 of the Standard Specifications.

2-2 ASSIGNMENT

Any purported assignment without written consent of the Authority shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the Authority and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the Authority opts to consent to assignment, the Authority's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning the Payment Bond to the assignee without any reduction, or the assignee supplying a new Payment Bond in the amount originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns

the Payment Bond or the assignee supplies a new Payment Bond, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the Authority shall not be effective. Even if the Authority consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

2-4 CONTRACT BONDS

The Payment Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2. The Payment Bond must be submitted using a form approved by Authority counsel.

2-5 PLANS AND SPECIFICATIONS

2-5.2 Precedence of the Contract Documents

With regard to Section 2-5.2 in the Standard Specifications, in the event of an actual conflict, the Special Provisions shall control over the Special Provisions, and the Request for Proposals shall control over the Proposal, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Airport Conveyance Equipment Services Agreement.
4. Addenda.
5. Request for Proposals.
6. General Provisions.
7. Special Provisions.
8. Standard Specifications.
9. Reference Specifications
10. Proposal.

2-7 SUBSURFACE DATA

If the Authority or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the Airport Engineering Office. It is the Contractor's sole responsibility to determine whether such investigations exist, and the Authority makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the Authority, the ADR, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any

such investigations or records are representative of those existing in the project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the Authority.

2-10 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

SECTION 3. CHANGES IN WORK

The provisions below shall supplement, but not replace, those provisions in Section 3 of the Standard Specifications.

3-2 CHANGES INITIATED BY THE AGENCY

The Authority reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the ADR, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the Proposal. The Contractor shall not do any Extra Work except upon written order from the ADR.

SECTION 4. CONTROL OF MATERIALS

MATERIALS AND WORKMANSHIP

The provisions below shall supplement, but not replace, those provisions in Section 4-1 of the Standard Specifications.

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

Test of Materials

Except as elsewhere specified, the Authority shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the ADR. All requests for substitution shall be submitted, together with all documentation necessary for the ADR to determine equivalence, no later than ten (10) Days after the contract award, unless a different deadline is listed in the Special Provisions.

SECTION 5 UTILITIES

The provisions below shall supplement, but not replace, those provisions in Section 5 of the Standard Specifications.

5-1 LOCATION

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the Authority. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the Authority a copy of the Underground Service Alert form.

5-1.3 Entry by Utility Owners

The right is reserved to the owners of public utilities or franchises to enter the project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the Authority. When the Contract Documents provide for the utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the ADR that the utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective utility owners. Authority employees and agents shall likewise have the right to enter upon the project site at any time and for any reason or no reason at all.

5-2 PROTECTION

If the Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the utility owner or the Authority.

5-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the ADR. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

5-4 RELOCATION

The Contractor shall cooperate fully with all forces of the Authority or other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

5-7 NOTIFICATION

The Contractor shall notify the ADR and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. Contractor shall also submit a request for area or utility shutdown no less than 7 calendar days prior to starting the work.

SECTION 6. PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

The provisions below shall supplement, but not replace, those provisions in Section 6 of the Standard Specifications.

TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-5 of the Standard Specifications, which allow termination upon any written notice, the Authority may cancel the Contract for any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-5 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the Authority, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

Furthermore, some of the Authority's projects are funded in whole or in part by funds other than the Authority's general fund. If this Project is funded by such external funds in whole or in part, or if those external funds are terminated or reduced at any time and for any reason or for no

reason at all, and the Authority determines at its discretion that no other funding is available for continuation of this Project, the Authority will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The Authority shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the Authority has received in funding from its external source. The Special Provisions may include further details in this regard.

DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract Time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract Time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract Time.

Extensions of Time

In the event it is deemed appropriate by the Authority to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the Authority. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract Time, the Contractor shall promptly proceed with the Work.

Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the Authority shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark-up is agreed upon by the Authority, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the Authority or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the Authority. If a compensable delay is caused solely by the Authority, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the Authority; and (2) provides equitable adjustment, as determined by the Authority, to the Contractor.

COMPLETION, ACCEPTANCE AND WARRANTY

Acceptance

The Project will not be considered complete and ready for issuance of a Notice of Completion until all required Work is completed, the project site is cleaned up in accordance with Section 7-8 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the ADR:

All written guarantees and warranties;

Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct Authority personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the ADR in writing.

Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the ADR's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in Section 6-8.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the Authority harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the Authority and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

The first paragraph of Section 7-3.1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the Authority and its officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of Authority officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the Authority. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The Authority will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-10.

The first sentence of Section 7-8.4.2 shall not be incorporated, and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the ADR.

The first sentence of the second paragraph of Section 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the contract documents.

The last paragraph of Subsection 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Proposal.

Section 7-12 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Otherwise, the provisions below shall supplement, but not replace, those provisions in Section 7 of the Standard Specifications.

THE CONTRACTOR'S EQUIPMENT AND FACILITIES

A noise level limit of 90 dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. However, due to the locations of conveyance system being adjacent to public areas, the Contractor shall notify the ADR if loud noises, noise at or above 70dB from construction are to be anticipated. Unacceptable level of noise would require night schedule for the work. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

LABOR

Public Work

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 et seq. ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the California Department of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at the Airport Engineering Office and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Job Site Notices

The Contractor is required to post job site notices, as prescribed by regulation.

Failure to Pay Prevailing Rates

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Contract.

Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the Authority.

Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform

the Authority of the location of the records. The Contractor has ten (10) Days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the Authority, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, 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.

Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written contract between it and each Subcontractor a copy of the provisions in this Section 7-2 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor. Upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify any failure.

Subcontractors/Vendors or Suppliers

Contractor shall be required to provide a photocopy of the full executed subcontract agreements for all DBE and Non-DBE Subcontractors, Vendors, or Suppliers. All subcontract agreements must be provided prior to submission of any Pay Application.

7-2.9 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the Authority) the Authority, its officials, officers, employees, agents and independent contractors serving in the role of Authority officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 7-2 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 7-2.9 shall survive expiration or termination of the Contract.

7.3 LIABILITY INSURANCE

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 7-3 of the Standard Specifications, as modified below.

Additional Insureds

The Authority and its officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of Authority officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the Authority.

No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the Authority may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the Authority, from payments due the Contractor. This shall be in addition to all other legal options available to the Authority to enforce the insurance requirements.

Certificates of Insurance with Original Endorsements

The Contractor shall submit to the Authority certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies

that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements may be executed on the Authority's standard forms titled "Additional Insured Endorsement," or on any other form that contains substantially the same terms and is approved by the Authority's Risk Manager. In any case, the endorsements must specifically name the Burbank-Glendale-Pasadena Airport Authority and its officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of Authority officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the Authority at all times during the term of this Contract. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

General Liability Insurance

Instead of the minimum limits listed in Section 7-3.2 of the Standard Specifications, the coverage shall provide the following minimum limits:

| Insurance Coverage Requirements | Limits of Liability |
|--|----------------------------|
| Comprehensive General Liability Aggregate Limit | \$10,000,000 |
| Products/Completed Operations Hazard Aggregate Limit | \$10,000,000 |
| Bodily Injury Limit | \$10,000,000 |
| Property Damage Limit | \$10,000,000 |
| Each Occurrence | \$10,000,000 |

Workers' Compensation Insurance

The Workers' Compensation insurance shall have a minimum limit of One Million dollars (\$1,000,000) or the amount required by law, whichever is greater.

Automobile Insurance

Instead of the minimum limits listed in Section 7-3.4 of the Standard Specifications, the automobile insurance shall have a minimum limit of Ten Million dollars (\$10,000,000) per claim and occurrence and Ten Million dollars (\$10,000,000) in the aggregate for bodily injuries or death of one person and Ten Million dollars (\$10,000,000) for property damage arising from one incident.

INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 7-3.1 of the Standard Specifications.

Contractor's Duty

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the Authority, protect, indemnify, and hold harmless the Authority and its officials, officers, employees, volunteers, attorneys, agents (including those Authority agents serving as independent contractors in the role of Authority representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitee.

Civil Code Exception

Nothing in this Section 7-4 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the Authority's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the Authority, or the deposit with the Authority, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

Survival

The provisions of this Section 7-4 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by state law, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the Authority, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the Authority with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the Authority's permit fees.

COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the Authority's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the project site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the ADR, the cleaning will be done or contracted by the Authority and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within project site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the Authority. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the Authority will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

SAFETY

The provisions below shall supplement but not replace those provisions in Subsection 7-10 of the Standard Specifications.

Haul routes

Subsection 7-10.3 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the ADR's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

Steel Plate Covers

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

RECYCLING OF MATERIALS

Subsection 7-15 is hereby added to the Standard Specifications as follows:

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the Authority on a monthly basis, when disposal of materials are required. Failure to comply with the requirements of this Section will result in delay of payment for work performed.

Contractor's Obligation

The Authority is committed to a recycling program. If available, it is the obligation of the Contractor, under this Contract, to recycle the waste material through an approved recycling plant. Records and reports of waste recycle will be submitted to the Authority on a regular monthly basis, when work requires disposal of materials.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

The provisions of Section 8 of the Standard Specifications shall apply except as modified herein. No field offices for Authority personnel shall be required; however, Authority personnel shall have

the right to enter upon the Project site at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

SECTION 9. MEASUREMENT AND PAYMENT

The provisions below shall supplement, but not replace, those provisions in Section 9 of the Standard Specifications.

AUDIT

The Authority or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the Authority as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 et seq.) request. The Contractor will promptly furnish documents requested by the Authority at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the Authority or as part of any audit of the Authority, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 9-4 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the Authority. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 10. ADDITIONAL TERMS

10-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

10-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the Authority shall issue the Contractor a Notice to Proceed. The Authority will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

10-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the Authority as defined in Section 6-8.2 of the General Provisions, by written action of the ADR, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion

and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the Authority, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

10-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other Authority improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in the Bid.

10-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

10-6 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

10-7 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the Authority over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

10-8 THIRD PARTY CLAIMS

The Authority shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The Authority shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The Authority shall be entitled to recover its reasonable costs incurred in providing this notice.

10-9 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

10-10 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

10-11 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 6-8.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the Authority on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-12 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Los Angeles County Superior Court.

10-13 TIME

Time is of the essence in these Contract Documents.

10-14 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the Authority, wholly independent contractors. Neither the Authority nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the Authority in such a manner and to such Persons that the Contractor or Subcontractors wish

except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the Authority, bind the Authority in any manner, or otherwise act on behalf of the Authority as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the Authority. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the Authority harmless from any and all taxes, assessments, penalties, and interest asserted against the Authority by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

10-15 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-16 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the Authority of any payment to the Contractor constitute or be construed as a waiver by the Authority of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the Authority shall in no way impair or prejudice any right or remedy available to the Authority with regard to such breach or default.

10-17 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the Authority. However, some provisions may survive the term listed within this Section, as stated in those provisions.

10-18 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the Authority's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the address listed on the Contractor's Bid and to the Airport Engineering Office, or at such other address as one party may notify the other.

10-19 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

SECTION 1. LIQUIDATED DAMAGES

1-04 Traffic Safety

The Contractor shall keep the work site, and adjacent areas, in a neat, clean and orderly manner. If there exists a situation which is deemed unsafe for vehicle or pedestrian traffic, the ADR may stop the Work and order the appropriate corrective action at no additional expense to the Authority. If the Contractor fails to remedy the deficiency in a reasonable time frame, the Authority may clean or make whatever changes are necessary to the site using its own forces, and may charge the Contractor for associated expenses. In addition, the Contractor shall pay the Authority as liquidated damages (but not as a penalty) the sum of One Hundred Dollars (\$100.00) per hour until the remediation work is complete.

1-05 Acknowledgements

Liquidated damages are cumulative for each item. The Authority shall not be liable to the Contractor or any Subcontractor for any losses or damages incurred by the Contractor or any such Subcontractor arising from the Contractor's, or any such Subcontractor's inability to complete the Work prior to the expiration of the construction period.

The parties agree that the Authority would suffer substantial damages as the result of any delays by the Contractor in completing the items described above within the applicable time periods specified above, and that it would be impracticable or extremely difficult to fix the actual amount of damages caused by such delays. Therefore, the parties agree that the above amounts are reasonable approximations of the actual damages to be suffered by the Authority by reason of any such delays.

SECTION 2. FIELD ACCESS IDENTIFICATION PROGRAM

2-01 Applications

The following information must be provided to the Authority before any type of field access badge may be issued:

1. List of company officials with samples of its signatures who may authorize production of new badges and the reissue of expired badges.
2. Company phone numbers for verification purposes.
3. List of all employees and dates of hire who will need field/ramp access I.D. cards.
4. A brief description of the area where access is required.
5. All employees requiring unescorted access and vehicle driving privileges to the worksite must submit to a criminal history records check a minimum of two weeks prior to the project start date. Applicants who successfully complete the criminal history check will need to schedule a two hour airport security and driver's training class with Airport Operations. Applicants will be badged

upon successful completion of this class and will be eligible to escort other employees on the work site.

The Contractor shall bear all expense associated with processing employees through the Criminal History Records Check and Badging (currently \$60/Applicant, fingerprinting \$30/Applicant). Contact the Administrative Specialist at (818) 840-8833 for more information.

6. An applicant information form approved by the manager listed in item (1) one for each employee.

Employees that are approved to have an I.D. card must show a current Driver's License before processing can begin.

Photos for I.D. cards are taken Monday through Friday 8:00 a.m. to 4:00 p.m., and will be issued at that time.

At the completion of the project all badges issued to contractor or subcontractor shall be returned to Airport Operations. Failure to return the Identification Badge will result in forfeiture of retention payment in the amount of \$150.00 per badge not returned.

2-02

The Contractor will have a specified number of access points to the AOA dependent upon its work area. The Contractor is responsible for the security of specified AOA access points. If the Contractor wishes to use a gate guard to secure a gate, the guard must be badged under the responsibility of the Contractor. If at any time, airport security of the gate is compromised because of Contractor or a Subcontractor personnel's dereliction of duty, the Project will be shut-down until investigation is complete and the Operations Department Representative instructs personnel to resume construction activity. The Contractor and Subcontractor personnel must abide by Airport, FAA, TSA, local laws, rules and regulations. Failures to do so will subject the individual to Violation Enforcement Program established by the Authority and possible criminal prosecution.

2-03 Vehicles

Gate access and driving privileges on the AOA must be approved by the ADR or his/her designated representative. The field driving privilege is contingent upon compliance with all rules and regulations as stipulated by the Authority. Infractions of the Motor Vehicle Rules and Regulations of the Authority will result in an immediate escort off of airport property and may result in the assessment of runway/taxiway incursion liquidated damages, as specified above.

SECTION 3. REQUIRED SECURITY TRAINING

Any project involving access to the Security Identification Display Area ("SIDA") requires the following:

1. Security training pursuant to Federal Aviation Regulation 107.25 must be received by sufficient personnel to ensure that at least one individual who has received the training is present at the job site at all times.

2. Security training is offered by Airport Operations and can be coordinated by contacting the Manager, Airport Operations or an Operations Duty Supervisor.

SECTION 4. AIRPORT REGULATIONS

The Contractor shall abide by the rules, regulations and requirements of the Authority relating to access to and protection of property. The Contractor shall also abide by the directions of the ADR, as well as by applicable regulations of the FAA.

SECTION 5. QUALITY CONTROL/QUALITY ASSURANCE

5-01 Quality Control

Quality Control is the inspection, analysis, and control over what is being done, manufactured, or fabricated, so that the specified level of quality is achieved and maintained. The Contractor has the sole responsibility for all Quality Control of the work. The Contractor shall hire and pay for an independent firm that will perform inspections, tests, and other quality control services required by the ADR. Employment of testing laboratory shall in no way relieve Contractor of its obligation to perform Work in accordance with requirements of Contract Documents.

5-02 Quality Assurance

Quality Assurance is the inspection, testing, and other relevant actions taken by an owner or its representative to ensure that the desired level of quality is in accordance with the applicable standards or specifications for the product or work. The Authority will test or observe at its discretion to see that the specified standards of the specifications and Governing Agencies are met by the Contractor.

SECTION 6. SAFETY

6-06 Traffic Control

The Contractor shall establish and maintain a list of Contractor and subcontractor vehicles authorized to operate on the site. Contractor employee vehicles shall be restricted to the Contractor's staging area and are not allowed in the AOA at any time. To be authorized to operate on the airport, each Contractor or subcontractor's vehicle shall:

1. Be marked/flagged for high daytime visibility and lighted for nighttime operations. Vehicles that are not marked and/or lighted shall be escorted by a vehicle appropriately marked and/or lighted. Vehicles requiring escort shall be identified on the list.
2. Be identified with the name and/or logo of the Contractor and be of sufficient size to be identified at a distance. Vehicles needing intermittent identification could be marked with tape or with commercially available magnetically attached markers.
3. Be operated in a manner that does not compromise the safety of either landside or airside airport operations. If, in the opinion of the ADR, any vehicle is operated in a manner not fully consistent with this requirement, the ADR has the right to restrict operation of the vehicle or prohibit its use on the airport.

6-07 Site Access.

The Contractor shall not permit any unauthorized construction personnel or traffic on the site. Access gates to the site, if needed, shall be locked and secured at all times when not attended by the Contractor. If the Contractor chooses to leave any access gate open, it shall be attended by Contractor personnel who are familiar with the requirements of the Airport Security Program. The Contractor is responsible for the immediate cleanup of any debris deposited along the access route as a result of his construction traffic. In addition, the following requirements are applicable:

1. All Contractor traffic authorized to travel on the airport shall have been briefed as part of the Contractor's construction safety and security orientation program, be thoroughly familiar with the access procedures and route for travel
2. The Contractor shall install work site identification signs at the site to prevent passengers from entering the conveyance system. If, in the opinion of the ADR, directional signs are needed for clarity, they shall be installed along the route authorized for access to each construction site.
3. Under no circumstance will Contractor personnel be permitted to drive their individually owned vehicles to any construction site on the airport. All vehicles must be parked in the area designated for employee parking and out of secured airport property.
4. In addition to the inspection and cleanup required at the end of each shift, the Contractor is responsible for the immediate cleanup of any debris generated along the construction site access route(s) as a result of construction related traffic or operations whether or not created by Contractor personnel.

6-08 Material Suppliers

All material suppliers, subcontractors and visitors to the work site are obligated to follow the same safety and security operating procedures as the Contractor. All material suppliers shall make their deliveries using the same access points and routes as the Contractor and shall be advised of the appropriate delivery procedures at the time the materials order is placed. The Contractor shall coordinate with ADR the Airport address most appropriate for any delivery..

6-09 Personnel Identification.

All employees, agents, vendors, invitees, etc. of the Contractor or subcontractors requiring access to the construction site shall, conform to the Security Program. The Contractor is required to remove all materials and equipment not approved to stay within the work area at the end of each shift. At the end of the project all badges issued to personnel necessary to facilitate the Work shall be returned to the Authority prior to final payment.

END OF SPECIAL PROVISIONS

ATTACHMENT E
Service Call Sheet Form

24-Hour Contact Information

24- Hour Service Telephone Number (909) 599-2400
Service Manager Name: Jason Babcock
Service Manager Telephone Number: (626) 261-9855
Service Manager Alternate Phone
Number: _____

This emergency contact information is to be kept current throughout the duration of the performance term. Notification of changes in emergency contact shall be sent to Mary Lugo, Asst. Maintenance Manager at MLUGO@bur.org as soon as practicable when a change occurs.

Authority staff shall be notified 48 hours in advance to confirm scheduled maintenance by notifying Mary Lugo at the above referenced email. All personnel shall check-in prior to the commencement of any work by calling (818) 840-9536.

EXHIBIT F
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 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);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination 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);

11. 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. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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 the

Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor 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 Sponsor 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor 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 Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor 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 the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor 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. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.