



April 17, 2025

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 21, 2025, 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 21, 2025  
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.*

## A G E N D A

Monday, April 21, 2025

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

- a. April 7, 2025

**[See page 1]**

5. Items for Approval

- a. Award of Construction Contract  
Repair of Taxiway A Pavement

**[See page 4]**

***Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to award a construction contract in the amount of \$90,573 to Griffith Company for the proposed pavement repair work on Taxiway A, which is located north of the Terminal A aircraft ramp.***

***Due to potential foreign object debris from the deteriorating pavement, subject to the Committee's recommendation, this item has also been placed on the Commission's agenda for consideration at its meeting immediately following the Committee's meeting.***

6. Items for Information

- a. Advanced Air Mobility Update

***Staff will brief the Committee on recently updated rules from the Federal Aviation Administration pertaining to the emerging powered-lift aircraft category and preparations being made at the airport for the operation of these aircraft.***

- b. Committee Pending Items

**[See page 6]**

7. Adjournment

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

**MONDAY, APRIL 7, 2025**

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:37 a.m., by Commissioner Hampton.

**1. ROLL CALL**

**Present:**

Commissioners Hampton and Talamantes

**Absent:**

Commissioner Asatryan

**Also Present:**

Staff: John Hatanaka, Executive Director;  
Scott Kimball, Deputy Executive Director, Business  
Development; Stephanie Gunawan-Piraner, Deputy  
Executive Director, Planning and Development;  
Chief Lewis Pianka, Airport Fire Department

**2. Approval of Agenda**

**Motion**

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

**Motion Approved**

The agenda was approved (2-0, 1 absent).

**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. March 17, 2025**

The agenda packet included a draft copy of the  
March 17, 2025, Committee meeting minutes for  
review and approval.

**Motion**

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

**Motion Approved**

There being no objection, the motion was  
approved (2-0, 1 absent).

## 5. Items for Approval

### a. Award of DAS Wi-Fi Concession Agreement

Staff sought a recommendation from the Operations and Development Committee to the Commission to award a proposed Cellular Carrier Neutral Host Distributed Antenna System and Public Wireless System ("WIFI") Concession Agreement for the Replacement Passenger Terminal Project to Boingo LLC.

#### Motion

Commissioner Hampton moved approval of the motion; seconded by Commissioner Talamantes.

#### Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

### b. Award of Professional Services Agreement On-Call Project Management/Construction Management for Airfield Projects Task Order No. 1 Authorization

Staff sought an Operations and Development Committee ("Committee") recommendation to the Commission to award a Professional Services Agreement ("Agreement") for on-call project management and construction management services to KDG Construction Consulting ("KDG"), in the not-to-exceed amount of \$750,000. The proposed Agreement with KDG will be for airfield projects and will be task-order based for a term of one-year with two one-year extension options available to the Authority. Staff is also seeking the Committee's recommendation to authorize the issuance of the first task order for a not-to-exceed amount of \$462,301 for construction management services in conjunction with the recently awarded Runway Shoulder Blastpad Rehabilitation project.

#### Motion

Commissioner Talamantes moved approval of the motion; seconded by Commissioner Hampton .

#### Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

## 6. Items for Discussion

### a. Transition from Aqueous Film-Forming Foam to Fluorine-Free Foam Aircraft Rescue and Firefighting

The purpose of this staff report was to provide the Operations and Development Committee with an update on the required transition from Aqueous Film-Forming Foam ("AFFF") to Fluorine-Free Foam for Aircraft Rescue and Firefighting fire suppression applications. This transition is being mandated due to the increased environmental and health concerns regarding the long-term effects from pre and polyfluoroalkyl substances found in AFFF formulations.

## **7. Items for Information**

### **a. Committee Pending Items**

Staff informed the Committee on future pending items that will come to the Committee for review.

## **8. Adjournment**

There being no further business to discuss, the meeting was adjourned at 9:07 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
APRIL 21, 2025**

**AWARD OF CONSTRUCTION CONTRACT  
REPAIR OF TAXILANE A PAVEMENT**

Presented by Vince Hollands  
Manager, Maintenance

**SUMMARY**

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to award a construction contract, copy attached, in the amount of \$90,573 to Griffith Company for the proposed pavement repair work on Taxilane A, which is located north of the Terminal A aircraft ramp.

Due to potential foreign object debris from the deteriorating pavement, subject to the Committee's recommendation, this item has also been placed on the Commission's agenda for consideration at its meeting immediately following the Committee's meeting.

**BACKGROUND**

In mid-February, Staff found considerable pavement distress occurring in areas along the Taxilane A centerline, adjacent to the aircraft parking positions at gate A1 through A3. The distress covers approximately 6,400 square feet of area and consists of both pavement cracks and surface deformation. The cracks were immediately patched while Staff further monitored the surface deformation. Upon further evaluation, Staff believes the distress is related to weakened pavement bonding caused by turning, rolling and braking aircraft tires. While it is still safe to operate within the area, the continued aircraft operations and the upcoming warm weather has the potential to worsen the distress. To resolve this situation, it has been determined that the top 3-inch layer of the asphalt needs to be replaced.

On March 11, 2025, Staff solicited bids from six vendors listed below for the asphalt repair work.

- All American Asphalt
- Excell Paving
- EC Construction
- Griffith Company
- Ranchwood Construction (firm not licensed for paving, determined not qualified)
- Sully Miller

On March 19, 2025, Griffith Company was the only firm that submitted a bid for this work with a formal quote of \$90,573.

The proposed repair work is critical to ensure the airfield can be maintained with a safe and operable pavement condition. If recommended and approved, Staff will work with the contractor to schedule the work immediately.

### FUNDING

The adopted FY 2025 budget includes contractual services appropriations to address pavement repairs. The cost of the proposed repair will be accommodated within these appropriations.

### STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the proposed contract to facilitate the timely execution of this critical pavement repair project and authorization for the President to execute the contract.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
APRIL 21, 2025**

**COMMITTEE PENDING ITEMS**

**Future**

**Tentative Presentation**

- |   |        |
|---|--------|
| 1. Approval of Surplus Property Transfer (ARFF Vehicle and AFFF to SBD) | May 5  |
| 2. Authorization to Execute a MOA between LAFD and AFD                  | May 5  |
| 3. Award of Contract - Design Services; Airside                         | May 21 |
| 4. Award of Contract - Private Network                                  | TBD    |

## CONSTRUCTION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Griffith Company)

THIS CONSTRUCTION AGREEMENT ("Agreement") is dated April 21, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and Griffith Company, a California corporation ("Contractor"). Contractor's CSLB license number is 88. Contractor's DIR registration number is 1000005611.

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Bid, the Scope of Work, the Site Map, the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, General Federal Provisions, Plans, Standard Specifications, Addenda, Change Orders, and Supplemental Agreements to the extent attached to this Agreement. Such attachments are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Taxiway A Repairs - Burbank Airport ("Project"), as described in this Agreement and in the Contract Documents.
3. Term. This Agreement shall commence upon execution and shall expire upon full performance by the parties unless earlier terminated.
4. Compensation. In consideration of the services rendered hereunder, Authority shall pay Contractor a not to exceed amount of \$90,573.00 in accordance with the prices as submitted in the Bid.
5. Termination. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Authority, 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.
6. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
7. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time Authority tenders final payment to Contractor without further acknowledgment by the parties.
8. Prevailing Wages. Authority and Contractor acknowledge that the Project is a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).

9. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing 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.”

10. Execution Warranty. Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

11. Examination and Audit. Pursuant to Government Code Section 8546.7, the parties are subject to the examination and audit of the California State Auditor, at the Authority's request or as part of any audit of the Authority, for a period of three (3) years after final payment under this Agreement.

12. 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](http://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.

13. Entire Agreement. This Agreement, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Authority and Contractor related to the Project. This Agreement supersedes all prior oral or written negotiations, representations or agreements related to the Project. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

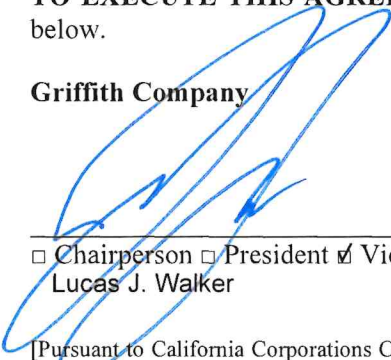
14. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.


15. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**Griffith Company**

  
\_\_\_\_\_  
☐ Chairperson ☐ President ☒ Vice President  
Lucas J. Walker

  
\_\_\_\_\_  
☐ Secretary ☒ Asst. Secretary Tracey A. Novak  
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
President

Approved as to form:

\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

**BID**

[attached]



GRIFFITH  
COMPANY

# Griffith Company

*Building a Better California*

**Southern Region**  
12200 Bloomfield Avenue  
Santa Fe Springs, CA  
90670-0150  
Phone: (562) 929-1128  
Fax: (562) 864-8970  
License #88  
DIR #1000005611



<b>To:</b>	Burbank Airport	<b>Contact:</b>	Mary Lugo
<b>Address:</b>	Burbank, CA	<b>Phone:</b>	
		<b>Fax:</b>	
<b>Project Name:</b>	Taxiway A Repairs - Burbank Airport	<b>Bid Number:</b>	
<b>Project Location:</b>	Burbank Airport - Taxiway A	<b>Bid Date:</b>	3/19/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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**1 - Base Bid With P-401**

1	3" Asphalt Remove And Replace - P401 PG 70-10 *** Includes The Cost Of A 100 Ton Minimum From Supplier	1,406.00	SF	\$54.50	\$76,627.00
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**Total Price for above 1 - Base Bid With P-401 Items: \$76,627.00**

**2 - Base Bid W/ Supplemental Area With P-401**

2	3" Asphalt Remove And Replace (with Supplemental Area) - P401 PG 70-10	6,356.00	SF	\$14.25	\$90,573.00
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**Total Price for above 2 - Base Bid W/ Supplemental Area With P-401 Items: \$90,573.00**

**5 - Optional Items**

3	Optional Item - 3" Asphalt Remove And Replace - 3/4 Greenbook PG 70-10	1,406.00	SF	\$48.00	\$67,488.00
4	Optional Item - Shuttle Buggy	1.00	DDAY	\$9,000.00	\$9,000.00
5	Optional Item - Auger Extensions (Paver Has To Be Set At A Uniform Width For All Patching) Unit Price Applies To Additional Qty	1.00	LS	\$1,620.00	\$1,620.00
6	Optional Item Low Level Barricades (spaced At 8' OC)	1,000.00	LF	\$8.25	\$8,250.00
7	Optional Item - Saw Cut For 1406 SF	1.00	LS	\$2,350.00	\$2,350.00
8	Optional Item - Saw Cut For 6,356 LF	1.00	LS	\$4,695.00	\$4,695.00
9	Optional Item - Pull Taxiway Lights And Cap W/ Owner Supplied Cap Reinstall Lights At End Of Shift	1.00	LS	\$3,350.00	\$3,350.00

**Notes:**

- **We can not get a cost effective price for 76-22 or 64-28 oil from our Supplier for this project,** if this Binder is required, we need to schedule the work around another project that is using that mix.  
Supplier has a 300 ton minimum for the 76-22 or 64-28 binders.  
There will also be an additonal cost for 76-22 or 64-28 binders.  
Our price is based on a P-401 PG 70-10 (100 ton Minimum) or as an Option we have a Greenbook 3/4" PG 70-10 for the 1406 SF Area  
Per our Field Meeting, Our price is based on 3" remove and replace. (4" repairs are not included).  
Client to provide Traffic Control, Taxiway Closures, Escorts, and Gate Control.  
Client to is handle light cans or see Optional Item 9. Plugs are provided by Client at not cost.  
To meet FAA requirements, we have provided other optional items for Client's consideration.  
Price good thru end of June 2025.  
Based on Weekday Night Work (no weekends or holidays)

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.  <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>GRIFFITH COMPANY - Southern Region</b>  <b>Authorized Signature:</b> _____ <b>Estimator:</b> Charlie Pessa 714-984-5500 cpessa@griffithcompany.net
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## **SCOPE OF WORK**

[attached]

## **Hollywood Burbank Airport Pavement Repair for Taxi Lane A**

Contractor to provide all equipment, labor, and materials for the asphalt pavement repairs on Taxi Lane A, per the site plan drawings.

The plan drawing shows the primary areas to be repaired per the scope of work.

### **Scope of work:**

- Remove and replace 4" inches of existing pavement in the three areas listed in the plan drawing. 10 ft x 10 ft, 16 ft x 16 ft, and 30 ft x 35 ft. 1406 square feet.
- The pavement mix shall be 1" P-401 with a modified binder, Caltrans mix, PG76-22 or 64-28.
- The contractor shall conform with all applicable FAA Advisory Circular 150/5370-10H and the latest Greenbook Standards and specifications.
- Any pavement area that is milled / removed must be repaved and ready for aircraft operations within the allotted timeframe specified for work.
- Work to be performed during nighttime hours, 22:00 through 05:00am.
- Contractor to provide approved lighted barricades for safety and unauthorized traffic into work area. Barricades shall be water filled or weighted.
- The contractor shall provide all necessary lighting and light towers for the project.
- Contractor shall utilize Best Management Practices for the control of unauthorized non stormwater discharges.
- The contractor shall be responsible for all safety protocols and PPE.
- The contractor shall be responsible for sweeping and cleaning the work site and travel path used for the project.
- The contractor shall inspect the project area to ensure it is free from debris and FOD.
- All vehicles and equipment shall have working lights and amber flashing beacons.
- Contractor shall be mindful of the Taxi Lane in-ground lights and shall protect them from being damaged.

### **Contractor requirements:**

- Must be DIR registered.
- Must possess a valid Class A contractor's license.
- Provide bid and performance bond.

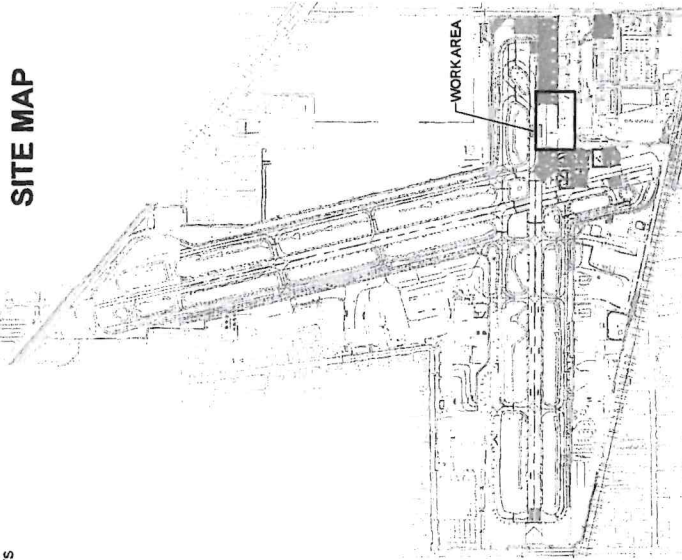
- Provide certificate of insurance for \$10,000,000.
- The contractor shall schedule a site visit to perform a job walk.
- Bids shall be valid for 90 days.
- Invoice shall be Net 30.
- 1 year guarantee on pavement repair and workmanship.

## **SITE MAP**

[attached]

# HOLLYWOOD BURBANK AIRPORT SITE MAP

A  
N  
NTS



- CONSTRUCTION NOTES
1. CONTRACTOR TO PROTECT ALL UTILITIES IN WORK AREA

RWY 26

PAVEMENT SHOVING  
ON AIRCRAFT  
CENTERLINE PATH

PAVEMENT PATCH  
REPAIR FROM  
PREVIOUS PROJECT

PAVEMENT SHOVING  
ALONG AIRCRAFT  
HOLDING POSITION

SUPPLEMENTAL  
AREA OF REPAIR TO  
BE DISCUSSED

16' X 16'

10' X 10'

30' X 35'

200'

8-26 8-26

TERMINAL A

GATE A1

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY



AIRPORT AUTHORITY APPROVAL  
APPROVED FOR CONSTRUCTION

PROJECT:  
TAXILANE A PAVEMENT  
2627 N HOLLYWOOD WAY, BURBANK, CA 91505

SHEET TITLE  
SITE PLAN

SHEET NO.  
1  
OF 1  
REV.

Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Burbank-Glendale-Pasadena Airport Authority (“Authority”) has awarded to \_\_\_\_\_ (“Principal”)

\_\_\_\_\_  
*(Name and address of Contractor)*

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

\_\_\_\_\_  
*(Project name)*

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

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Surety)*

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Authority and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than the total Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Authority in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against Principal, any of its subcontractors, or both Principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against Principal, any of its subcontractors, or both Principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this bond be

fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

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

Bond No. \_\_\_\_\_

### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the Burbank-Glendale-Pasadena Airport Authority ("Authority"), has awarded to \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Contractor) ("Principal")

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

\_\_\_\_\_  
(Project name)

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

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Surety)

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

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

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

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

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

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

**WORKERS' COMPENSATION  
CERTIFICATE OF INSURANCE**

WHEREAS, the Burbank-Glendale-Pasadena Airport Authority has required certain insurance to be provided by:

---

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

1. This certificate is issued to:

Burbank-Glendale-Pasadena Airport Authority  
2627 N. Hollywood Way  
Burbank, California 91505

The insureds under such policy or policies are:

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

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
<hr/>	<hr/>	<hr/>
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By: 

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Its Authorized Representative

## **GENERAL PROVISIONS**

### **SECTION 0. GENERAL PROVISIONS DEFINED**

#### **0-1 STANDARD SPECIFICATIONS**

The 2021 edition of “Standard Specifications for Public Works Construction” (“Standard Specifications”), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

#### **0-2 NUMBERING OF SECTIONS**

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

#### **0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS**

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

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

#### **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 of Engineering and Maintenance to have design and/or construction management oversight responsibilities for the project.

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.

Deputy Executive Director of Planning, Engineering, Maintenance, & Noise & Environmental Affairs – Stephanie Gunawan-Piraner unless and until written notice of a change in the Director of Engineering and Maintenance is given by the Authority to Contractor.

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.

### 1-3.3 Institutions

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

<b><u>Abbreviation</u></b>	<b><u>Word or Words</u></b>
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

### 1-7.2 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Material and Labor 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.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by Authority Counsel.

## **SECTION 2. SCOPE OF THE WORK**

### **2.2 PERMITS**

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the appropriate agency. 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.

### **2.4 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. The Contractor shall be responsible for the disposal of all trash that results from the Project. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

#### **2-5.4 Haul Routes**

Subsection 2-5.4 of Part 1 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.

### **2-7 CHANGES INITIATED BY THE AGENCY**

#### **2-7.1 General.**

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.

### **2-8 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 Bid. The Contractor shall not do any Extra Work except upon written order from the ADR.

## **SECTION 3. CONTROL OF THE WORK**

### **3-1 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 all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts 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 all of the Bonds or the assignee supplies all of the new Bonds, 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.

### 3-5 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.

### 3.7 CONTRACT DOCUMENTS

#### 3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the ADR. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

#### 3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, 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. Construction Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid.
8. Special Provisions.
9. General Provisions.
10. Plans.

## 12. Standard Specifications.

### 3-9 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, 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 Plans, 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.

### 3-10 SURVEYING

#### 3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to the Authority any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq*). All Project surveying notes and "cut-sheets" are to be provided to the Authority after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

### 3-11 CONTRACT INFORMATION SIGNS

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.

### 3-12 WORKSITE MAINTENANCE

#### 3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work 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 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.

#### 3.12.4 Storage of Equipment and Materials.

##### 3-12.4.1 General

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 Work 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 materials 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 materials 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 materials are undamaged and are maintained under required conditions.

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

#### 3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 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.

### 3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

#### 3-13.1 Completion.

The Contractor shall complete all Work under the Contract within \_\_\_\_\_ ( ) Calendar Days from the Notice to Proceed.

#### 3-13.2 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 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the ADR:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. All "as-builts";
4. 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) Calendar Days' notice for final inspection. Such notice shall be submitted to the ADR in writing.

#### 3-13.3 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 this Section 3-13.3 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, the Authority Commission 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 4. CONTROL OF MATERIALS**

### **4-1 GENERAL**

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.

### **4-4 TESTING**

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.

### **4-6 TRADE NAMES**

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 \_\_\_\_\_ ( ) Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

## **SECTION 5 LEGAL RELATIONS AND RESPONSIBILITIES**

### **5-3 LABOR**

#### **5-3.1 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 Director 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.

#### **5-3.2 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, 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.

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.

#### 5-3.3 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.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

#### 5-3.4 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.

#### 5-3.5 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.

#### 5-3.6 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.

#### 5-3.7 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 Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

#### 5-3.8 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.

#### 5-3.9 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 5-3 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 and 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.

#### 5-3.10 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 5-3 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 5-3.10 shall survive expiration or termination of the Contract.

### 5-4 INSURANCE

#### 5-4.1 General

The first paragraph of Section 5-4.1 of Part 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, its elected and appointed 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 6-5.

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the following insurance coverage, among other required insurance policies: (i) Workers' Compensation with a minimum limit of two million dollars (\$2,000,000) or the amount required by law, whichever is greater; and (ii) automobile insurance with a minimum limit of two million dollars (\$2,000,000) per claim and occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injuries or death of one person and two million dollars (\$2,000,000) for property damage arising from one incident.

#### 5-4.2 General 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 5-4 of Part 1 of the Standard Specifications, as modified below.

<b>Insurance Coverage Requirements</b>	<b>Limits of Liability</b>
Comprehensive General Liability Aggregate Limit	\$5,000,000
Products/Completed Operations Hazard Aggregate Limit	\$5,000,000
Bodily Injury Limit	\$5,000,000
Property Damage Limit	\$5,000,000
Each Occurrence	\$5,000,000

##### 5-4.2.1 Additional Insureds

The Authority, its elected and appointed 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.

##### 5-4.2.2 No Limitation on Indemnity

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

#### 5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage required by this Section 5-4 during the term of the Contract. 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.

#### 5-4.2.4 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 must be executed on forms approved by the Authority. The endorsements must specifically name the Burbank-Glendale-Pasadena Airport Authority and its elected and appointed 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.

#### 5-4.2.5 Subcontractors

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

#### 5-4.5 Insurance Requirements not Limiting

If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Section 5-4, the Authority requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

### 5.7 SAFETY

#### 5-7.8 Steel Plate Covers

##### 5-7.8.1 General

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

Section 5-8 is hereby added to Section 5 of Part 1 of the Standard Specifications, as follows:

### 5-8 INDEMNIFICATION

#### 5-8.1 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 General Counsel, protect, indemnify, and hold harmless the Authority, its elected and appointed 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.

#### 5-8.2 Civil Code Exception

Nothing in this Section 5-8 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.

#### 5-8.3 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.

#### 5-8.4 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.

#### 5-8.5 Survival

The provisions of this Section 5-8 shall survive the term and termination of the Contract, are intended to be

as broad and inclusive as is permitted by the law of the State, 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.

## **SECTION 6. PROSECUTION AND PROGRESS OF THE WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK**

#### **6-1.1 Construction Schedule**

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the ADR for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the ADR. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the ADR, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

#### **6-1.1.1 Pre-Construction Conference**

Approximately \_\_\_\_\_ ( ) Days before the commencement of Work at the site, a pre-construction conference will be held at the Airport and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the ADR for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to the ADR, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters.

The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the Authority's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the Authority representative states is relevant to the meeting.

#### 6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the Authority and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

#### 6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

#### 6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m., \_\_\_\_\_ through \_\_\_\_\_. No Work will be allowed on \_\_\_\_\_, \_\_\_\_\_ or Authority holidays, which are as follows: \_\_\_\_\_.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the ADR

so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

#### 6-4 DELAYS AND EXTENSIONS OF TIME

##### 6-4.1 General.

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.

No extension of time will be granted for any event, including pandemics, leading to the issuance of a “stay at home” or similar kind of order by any local, State, or federal governmental authority, if the Work has been deemed, either by emergency order or proclamation, or operation of law, to be an essential service that is exempt from such stay at home or similar order.

##### 6-4.2 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.

##### 6-4.3 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 markup 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.

#### 6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

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.

#### 6-9 LIQUIDATED DAMAGES

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the ADR, and the ADR has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

### SECTION 7. MEASUREMENT AND PAYMENT

#### 7.3 PAYMENT

##### 7.3.1 General

The unit and lump sum prices to be paid shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the ADR. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the Authority will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

##### 7-3.2 Partial and Final Payment

###### 7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the ADR before the tenth (10th) Day of the following month for verification and payment consideration.

###### 7-3.2.2 Payments

The Authority shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request and all associated documents, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The Authority shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

###### 7-3.2.3 Retention

The Authority shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the Authority Commission finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The Authority shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not later than the period permitted by Public Contract Code Section 7107.

#### 7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the ADR, the ADR shall notify the Director of Engineering and Maintenance that the Contract has been completed in its entirety. The Contractor shall then submit to the ADR a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the ADR shall check the quantities included therein and shall authorize a payment amount, which in the ADR's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The ADR shall then request that the Authority accept the Work and that the Director of Engineering and Maintenance be authorized to file, on behalf of the Authority in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

#### 7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the Authority from progress payments when such payments become due or, in the alternative, the Contractor may request that the Authority make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

##### 7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the Authority in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the Authority ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the Authority or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the Authority, deposit with the Authority or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the Authority or escrow agent is equivalent or greater in value than the amount of retention the Authority would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The Authority shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the Authority has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the Authority is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The Authority shall, within its sole discretion, determine whether the amount of the securities on deposit with the Authority or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the Authority if the Contractor had not elected to substitute same with securities.

##### 7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the Authority otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the Authority to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the Authority would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

#### 7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the Authority, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

#### 7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the Authority. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

#### 7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

#### 7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

#### 7-3.9 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 7-3.9 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 8. FACILITIES FOR AGENCY PERSONNEL**

### **8-1 General**

No field offices for Authority personnel shall be required; however, Authority personnel shall have the right to enter upon the Project 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. ADDITIONAL TERMS**

### **9-1 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.

### **9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK**

Until the final acceptance of the Work by the Authority Commission in accordance with Section 3-13.2 of the General Provisions, 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.

### **9-4 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 his or her Bid.

#### 9-5 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.

#### 9-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the Authority to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The Authority shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the Authority requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

#### 9-7 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.

#### 9-9 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 provided 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 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. For purposes of this Section, "claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the Authority, (ii) payment by the Authority of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by the Authority. The Contractor or any Subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable).

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 et seq.) is a prerequisite to filing any lawsuit against the Authority relating to this Contract.

#### 9-10 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.

#### 9-11 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.

#### 9-12 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19

The Contractor and all subcontractors for the Work shall comply with all applicable Federal, State, and Los Angeles County statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the “Safety and Health Guidance COVID-19 Infection Prevention in Construction” issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020 and as may be amended from time to time by the Department.

Prior to the pre-construction meeting, the Contractor shall submit to the Authority a “COVID-19 Mitigation Program” implementing these requirements and shall post the COVID-19 Mitigation Program on the project site in a manner designated by the Authority’s Project Manager. The failure of employees or workers of the Contractor and all subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1, and may also result in a suspension of the Work pursuant to Section 6-6. Contractor acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by Contractor or one of its subcontractors to comply with these requirements, Authority is not responsible for the delay, and that pursuant to Section 6-6.1 the Contractor is not entitled to compensation. The Contractor shall also pay to the Authority the costs and expenses incurred by the Authority resulting from the failure of employees of the Contractor and all subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for Authority employees who are unable to work due to exposure to COVID-19 as a result of such failure, and workers compensation benefits and expenses. Delays in the Work resulting from Contractor’s or its subcontractor’s failure to comply with these regulations shall not be considered an unforeseen event entitling Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.

#### 9-13 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.

#### 9-14 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 3-13.2 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.

#### 9-15 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 Superior Court with geographic jurisdiction over the Authority.

#### 9-16 TIME

Time is of the essence in these Contract Documents.

#### 9-17 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.

#### 9-18 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.

#### 9-19 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.

#### 9-20 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.

#### 9-21 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 addresses listed on the Contractor's Bid and to the Airport Engineering Office, or at such other address as one party may notify the other.

#### 9-22 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**

#### **1-01 Project Completion**

If the Contractor fails to complete the Work within the period specified in Section 6-9 of the General Conditions and Section 3-13.1 of the Standard Specifications, then the Contractor shall pay the Authority the sum of \$5,000 per day as liquidated damages (but not as a penalty) for each consecutive Day (or portion of a Day) after expiration of such period until the Work is completed, as determined by the ADR.

#### **1-02 Runway/Night Work Area Operations**

The Contractor shall pay the Authority as liquidated damages (but not as a penalty): (i) the sum of Five Thousand Dollars (\$5,000) for the first fifteen (15) minute period of each morning that a runway or identified night work area is not opened for operations at the listed time; (ii) an additional Five Thousand Dollars (\$5,000) for the second fifteen (15) minute period of each morning that a runway or identified night work area is not opened at the listed time; and (iii) an additional Fifty Thousand Dollars (\$50,000) per hour (or portion of an hour) thereafter of each morning that a runway or identified night work area is not opened for operations at the listed time.

#### **1-03 Incursions**

The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law and directions of the ADR. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. Access on or near runways, taxiways, or the Security Identification Display Area ("SIDA") is absolutely prohibited, except with continuous escort by an authorized agent of the Authority. The Contractor shall pay the Authority as liquidated damages (but not as a penalty) the sum of Five Thousand Dollars (\$5,000) per instance of unapproved vehicular incursion or access on a runway, taxiway, or SIDA. This provision is limited to damages for disruption in airport operations and/or security. This provision shall not apply to any damages to property or personal injury arising out of any incursion, and the Contractor shall be fully liable for the full amount of all of such 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. FIELD ENGINEERING**

The Contractor shall provide and pay for field engineering services required by the Contractor for the Project. It shall include survey work and other professional engineering services specified or required to execute the Contractor's construction methods. The ADR will identify existing control points indicated on the drawings or as required. All control points shall be preserved during the Project. If any points are disturbed by the Contractor, the Contractor shall reestablish them at its own cost. The Contractor shall maintain a complete and accurate log of all control and survey work as it progresses.

### **SECTION 6. QUALITY CONTROL/QUALITY ASSURANCE**

#### 6-01 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.

## 6-02 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 7. SAFETY

### 7-01 General

The provisions of this safety and security plan and associated procedures are applicable within the boundaries of the Airport. A complete understanding of all procedures and requirements contained herein is required to ensure safety during construction. This safety plan is a part of this Agreement and deviations from the requirements established herein will be sufficient cause for contract termination.

Required reference material associated with this safety plan includes:

FAA AC 150/5200 18C, Airport Safety Self-Inspection

FAA AC 150/5210-5D, Painting, Marking and Lighting of Vehicles Used on an Airport

FAA AC 150/5370 10H, Operational Safety on Airports During Construction

FAA AC 150/5370-13A, Offpeak Construction of Airports Using Hot-Mix Asphalt

Copies of these documents are available on the FAA website: [https://www.faa.gov/regulations\\_policies/advisory\\_circulars/index.cfm/go/document.list/parentTopicID/1](https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.list/parentTopicID/1).

### 7-02 Contractor Safety Officer Appointment

The Contractor shall appoint its on-site Construction Superintendent or other qualified individual(s) as its duly authorized representative to serve as Contractor Safety officer (CSO) for the duration of the contract. The CSO shall thoroughly understand the safety and security requirements of this Agreement, the necessity for them and shall have sufficient authority to implement its provisions without significant deviation. The Contractor shall notify the ADR in writing of the name of the individual(s) selected for the assignment.

The CSO shall represent the Contractor on safety and security requirements compliance. The CSO shall be especially knowledgeable regarding the requirements of FAA AC's 150/5200 18, Airport Self Inspection Guide and 150/5370 2 Operational Safety on Airports During Construction, latest edition.

### 7-03 Contractor Safety Officer Responsibilities

Prior to the desired date for commencement of the Work, the CSO shall accomplish the following:

1. Develop and submit in writing a detailed work sequence schedule with dates and times specified for all milestone events. This sequence schedule shall conform, as a minimum, to the events specified in Section 7-04 below, and shall be subject to the approval of the ADR. To assure adequate time for

coordination, this document shall be submitted at least one week prior to the date of the preconstruction conference.

2. Develop and submit in writing a detailed outline of the procedures to be followed to maintain safety and security of both Contractor operations and the integrity of airport landside and airside operations during the prosecution of contract work. This plan shall detail, in addition, the procedures to be followed in the event of an accident or fire involving Contractor personnel and the Contractor's efforts to maintain fire protection and security. These procedures shall be subject to the approval of the ADR and reflect any change as may be deemed necessary.

3. Conduct at least one meeting of all Contractor supervisory personnel prior to the start of the Work. The purpose of this meeting is to review the approved work sequence schedule and safety and security procedures. Attendance at this meeting by the CSO, all Contractor supervisory personnel and the ADR is mandatory. This meeting shall also be open to other employees of the Contractor and others as the ADR may deem appropriate. Minutes of this meeting shall be taken by the CSO, copies provided to each supervisor and kept on file in the Contractor's construction office for periodic review and updating.

4. Develop a safety and security orientation program and provide a briefing for all employees of the Contractor and Subcontractors that will be used on the project. A similar briefing will be given to new employees prior to their use on the Work. In addition, the CSO shall be responsible for briefing, from time to time, all Contractor personnel on any changes to safety and security measures deemed necessary.

#### 7-04 Construction Sequencing

The Contractor shall prepare a construction schedule and submit to the ADR at least one week prior to the pre-construction conference.

The Contractor shall acquaint its supervisors and employees with the sequence of construction and the relationship to airport activity and aircraft operations that are inherent to this airport. No runway, taxiway, apron or airport roadway shall be closed without the written approval of the ADR, to enable necessary NOTAMS and/or advisories to airport fixed based operators, tenants and users.

The Contractor shall contact the ADR a minimum of ten (10) days prior to any requested closing.

Any construction activity within 200 feet of the centerline of an active runway or within 85 feet of the centerline of an active taxiway or apron requires the closure of the affected area. These safety areas are shown on the phasing plan.

The ADR will arrange for an inspection prior to return to service of any facility, that has been closed for work, on or adjacent thereto, or that has been used for a crossing point or haul route by the Contractor.

#### 7-05 Marking and Lighting

Proper marking and lighting of areas on the airfield associated with the construction shall be the responsibility of the Contractor. This will include properly marking and lighting closed runways, taxiways, taxilanes, and aprons, the limits of construction, material storage areas, equipment storage areas, haul routes, parking areas and other areas defined as required for the Contractor's exclusive use. The Contractor shall erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day and night use. Temporary barricades, flagging, and flashing warning lights shall be required at critical access points. The type and location of marking and warning devices will be approved by the ADR.

Special emphasis shall be given to open trenches, excavations, heavy equipment marshalling areas, and stockpiled material located in the airport operations area, which shall be predominantly marked by the Contractor with flags and lighted by approved light units during hours of restricted visibility and darkness. All marking shall be in accordance with FAA Advisory Circular (AC) 150/5340 1J or latest edition.

#### 7-06 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. Vehicles that are not appropriately identified shall be escorted by a vehicle that conforms to this requirement. Vehicles requiring escort shall be identified on the list.
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.

#### 7-07 Construction Site Access.

The Contractor's access to the site shall be as shown on the Contract Layout Plan. No other access points shall be allowed unless approved by the ADR. All Contractor traffic authorized to enter the site shall be experienced in the route or guided by Contractor personnel. The Contractor shall be responsible for traffic control to and from the various construction areas on the site, and for the operation and security of the access gate to the site. A Contractor's flagman or traffic control person shall monitor and coordinate all Contractor traffic at the access gate with Airport Security. The Contractor shall not permit any unauthorized construction personnel or traffic on the site. Access gates to the site 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. Directional signing from the access gate along the delivery route to the storage area, plant site or work site shall be as directed by the ADR. 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 or be escorted by personnel authorized by the CSO.
2. The Contractor shall install work site identification signs at the authorized access point(s). 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.

#### 7-08 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 not use the Airport address for any delivery but shall use the street address appropriate to the location of the entrance of the work site. If it is not practical to conform to the vehicle identification requirements and the safety and security operations program requirements, the Contractor shall be prepared to escort all suppliers, subcontractors and visitors while they are on the airport.

#### 7-09 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.

#### 7-10 General Safety Requirement

All Contractor vehicles that are authorized to operate on the airport outside of the designated construction area limits or haul routes as defined herein shall display in full view above the vehicle a flashing amber (yellow) dome-type light or a three foot by three foot, or larger, orange and white checkerboard flag, each checkerboard color being one foot square. Vehicles must be under control of a Contractor mobile (two-way) radio operator (flagmen) monitoring the Airport frequency. Vehicle operators must be vigilant for conflict with any aircraft and give way to any operating aircraft.

All Contractor vehicles that are required to operate outside of the construction area limits as defined herein and cross active runways, taxiways, aprons, or runway approach clear zones shall do so under the direct control of a flagman who is monitoring the Airport frequency. Flagmen and two way radios shall be furnished by the Contractor. Flagmen shall be instructed in the use of two way radios prior to use. All aircraft traffic on runways, taxiways and aprons shall have priority over Contractor's traffic.

Construction vehicles not in use for extended periods during the work day, or during nights and weekends (nonwork periods) shall be parked away from active runways, taxiways, and aprons in designated vehicle marshalling areas.

In order to protect all aircraft traffic, aviation related businesses, terminal apron areas, etc. from potential damage caused by foreign object debris ("FOD") generated by construction activities, the Contractor shall provide a vacuum truck as required at the startup of construction to daily vacuum all pavements affected by construction. The vacuum truck shall remain on-site for the duration of the project and shall be available

at the discretion of the Authority to vacuum pavement areas adjacent to the construction areas to ensure no FOD is present on pavements within 500 feet of any construction area. Protecting the aircraft, airport tenants, users, public, etc. against FOD is a critical safety issue therefore the cost of the vacuum truck will be included in the cost established for this specification item.

#### 7-10 Construction Control

A primary and alternate responsible Contractor's representative shall be designated by the Contractor. The Contractor's representatives shall be available locally on a 24 hour basis. Names of the primary and alternate, including phone number, shall be made available to the ADR by the Contractor. The Contractor shall insure that the names and phone numbers are kept current and made available to the ADR.

#### 7-11 Construction Techniques

Construction shall be planned and conducted throughout this project in such a manner as to allow the maintenance of completely safe airport operations. Every effort shall be made to reduce the impact of construction activity on overall airport operations. To this end the Contractor's activities shall be conducted in such a manner so as to preclude, except where absolutely required, open excavations, trenches, ditches and above ground obstacles such as booms on cranes or obstacle markers such as wooden saw horses. The primary responsibility for assuring that the safest possible construction techniques are followed rests with the Contractor.

### **END OF SPECIAL PROVISIONS**

## **FEDERAL PROVISIONS**

### **(NON-AIP PROJECTS)**

#### **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.

#### **END OF GENERAL FEDERAL PROVISIONS**

# Advanced Air Mobility Update

Presented by Patrick Lammerding  
Deputy Executive Director, Operations

# New FAA Rules - Aircraft Certification

14 CFR 21.17(b) special class  
New type certificate (more  
difficult process)

Archer Midnight

Joby (prototype called the S4)

Both aircraft are at least one  
year from certification



# New FAA Rules - Pilot Certification

NPRM 6/14/23, rules published  
10/22/24

Part 194 SFAR No. 120,  
alternative pilot training  
requirements to Part 61

New category, no class, future  
type ratings

Single pilot controls, use of  
simulators, reduced hour  
requirements for Part 135  
operations

Temporary, 10-year duration



# Archer Aviation

Received Part 135 certificate in June 2024

Southwest Airlines MOU, United Airlines investment, Stellantis investment

Atlantic MOU signed January 2024

Los Angeles Air Mobility Network using existing airports, including BUR, LAX, VNY, SMO, LGB, and SNA announced in August 2024, planned to begin 2026



# Joby Aviation

Received Part 135 certificate in  
May 2022

Investments from Toyota, Delta  
Airlines, and Uber

Los Angeles area service planned  
to begin 2025



# Airport Infrastructure Improvements

Tenant Improvement requests would come from Fixed Base Operators for charger installation, etc.

eVTOLs would use current airfield layout of Runways and Taxiways

Airport staff are staying in communication with Atlantic Aviation



# Heliport and Vertiport Design

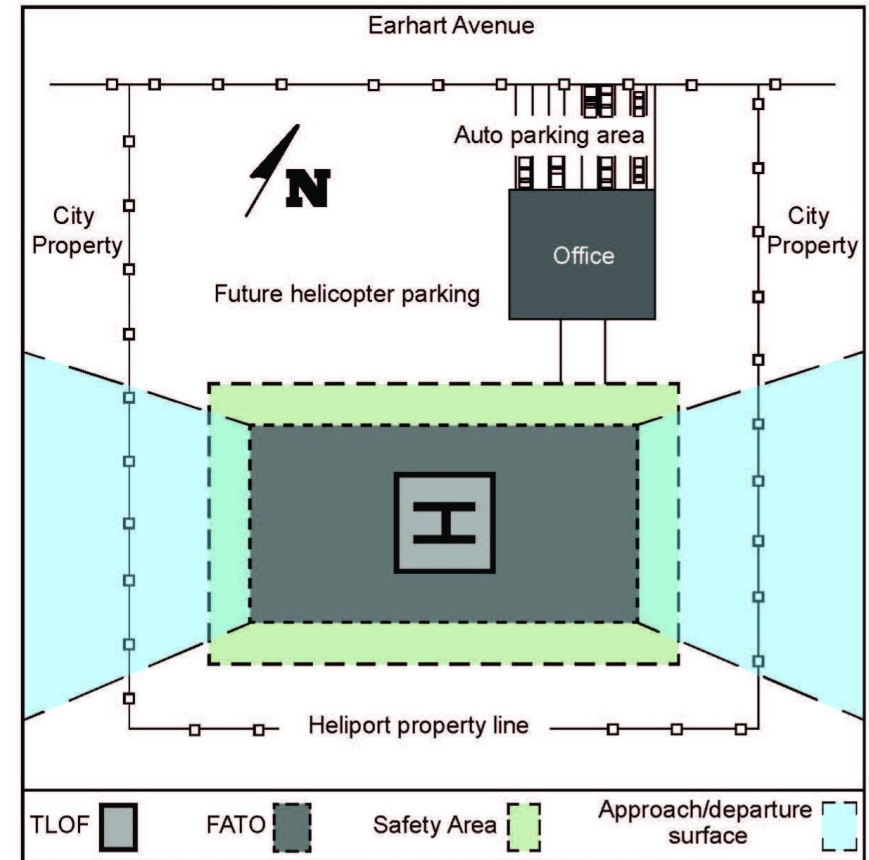
FAA published original Engineering Brief for “vertiports” in September 2022

Updated EB issued December 2024, transitioned to become supplemental guidance for heliports, effectively making a vertiport a type of heliport

## VERTIPORT



Figure 1-2. Example of a Heliport Layout Plan



**Note 1:** Draw heliport layout plan to scale with key dimensions and locations, including:

- TLOF and FATO size
- Safety area dimensions
- Distances from the safety area perimeter to property boundaries, buildings, etc.
- Site furnishings (bollards, signs, benches, and other site accessories)

**Note 2:** See [Chapter 2](#) for guidance on heliport facility sizes and shapes.

# Vertiport Special Considerations

Engineering Brief 105A added Downwash/Outwash Caution Area (DCA) as a result of FAA Technical Center research report on wind velocities generated by VTOL aircraft

FAA Technical Center is conducting further tests to gather data on wind velocities for larger eVTOL aircraft

Figure 2-4: DCA Caution Sign

