



May 15, 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, May 19, 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, May 19, 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.*

## AGENDA

Monday, May 19, 2025

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

a. May 5, 2025 **[See page 1]**

5. Items for Approval

- a. City of Los Angeles  
Fire Protection, Specialized Rescue and  
Emergency Medical Services Automated Aid Agreement **[See page 4]**

***Staff seeks an Operations and Development Committee recommendation to the Commission to approve a Memorandum of Agreement (“MOA”) with the City of Los Angeles for automatic aid and exchange of fire protection, specialized rescue and emergency medical services. This MOA identifies the key terms of mutual aid for the Los Angeles City Fire Department (“LAFD”) and the Hollywood Burbank Airport Fire Department (“HBA”) to coordinate with each other for fire and emergency medical service response protocols for on and off-airport incidents.***

- b. Award of Professional Services Agreement  
Taxiway A and C Extension Design Services **[See page 7]**

***In anticipation of the existing passenger terminal demolition that will begin upon opening of the Replacement Passenger Terminal, Staff seeks an Operations and Development Committee recommendation to the Commission to award HNTB Corporation a Professional Services Agreement in the amount of \$3,345,260 for Taxiway A and C extension project design services. These services are anticipated to be a multi-year effort.***

- c. Authorization to Issue Purchase Order  
Acquisition of Backup Emergency Generator **[See page 11]**

***Staff seeks a recommendation from the Operations and Development Committee to the Commission to authorize Staff to issue a purchase order in the amount of \$88,618.82 to Multiquip Inc. for the purchase of an emergency backup generator for the Emergency Operations Center located in Building 3.***

6. Items for Information

- a. Committee Pending Items **[See page 23]**

7. Adjournment

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

**MONDAY, MAY 5, 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 8:36 a.m., by Commissioner Hampton.

**1. ROLL CALL**

<b>Present:</b>	Commissioners Hampton, Talamantes and Asatryan
<b>Absent:</b>	None
<b>Also Present:</b>	Staff: John Hatanaka, Executive Director; Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development; Lewis Pianka, Airport Fire Chief

**2. Approval of Agenda**

<b>Motion</b>	Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Hampton.
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<b>Motion Approved</b>	The agenda was approved (3-0).
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**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

<b>a. April 21, 2025</b>	The agenda packet included a draft copy of the April 21, 2025, Committee meeting minutes for review and approval.
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<b>Motion</b>	Commissioner Hampton moved approval of the minutes; seconded by Commissioner Talamantes.
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<b>Motion Approved</b>	There being no objection, the motion was approved (2-0, 1 abstention).
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## 5. Items for Approval

### a. Amendment No. 1 to Azrial Ltd. Professional Services Agreement

Staff sought an Operations and Development Committee ("Committee") recommendation to the Commission that it approves Amendment No. 1 ("Amendment"), copy attached, to exercise the first of two one-year extension options for the Professional Services Agreement ("Agreement") with Azrial Ltd. for continued AutoCAD, Geographic Information Systems, graphic display, and airport planning services.

The proposed Amendment is on a time-and-materials basis at an hourly rate of \$139.00 per hour, not to exceed 1,000 hours for a one-year extension period. An allowance of \$5,000 for miscellaneous out-of-pocket expenses, such as paper, ink, and reproduction costs, is included in the Agreement.

#### Motion

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

#### Motion Approved

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

### b. Approval of Surplus Property Transfer Agreement San Bernardino International Airport

Staff sought an Operations and Development Committee ("Committee") recommendation to the Commission to approve a proposed Surplus Property Transfer Agreement to donate certain property to the San Bernardino International Airport Authority.

#### Motion

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

#### Motion Approved

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

## 6. Items for Discussion

### a. Commissioning a Book Publication History of Hollywood Burbank Airport

Staff sought direction from the Operations and Development Committee to the Commission on the suggestion by Commissioner Ovrom to commission a book publication on the history of Hollywood Burbank Airport. Commissioner Ovrom spoke briefly regarding publication process.

The Committee agreed the book publication process should not conflict with the Replacement Passenger Terminal Project but directed Staff to agendize the item for a future Commission meeting.

## **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 8:58 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
MAY 19, 2025**

**CITY OF LOS ANGELES  
FIRE PROTECTION, SPECIALIZED RESCUE AND  
EMERGENCY MEDICAL SERVICES AUTOMATIC AID AGREEMENT**

Presented by Chief Lewis Pianka  
Airport Fire Chief

**SUMMARY**

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to approve a Memorandum of Agreement (“MOA”) with the City of Los Angeles for automatic aid and exchange of fire protection, specialized, rescue and emergency medical services, copy attached. This MOA identifies the key terms of mutual aid for the Los Angeles City Fire Department (“LAFD”) and the Hollywood Burbank Airport Fire Department (“HBA”) to coordinate with each other for fire and emergency medical service response protocols for on and off-airport incidents.

**BACKGROUND**

Hollywood Burbank Airport lies within the Cities of Burbank and Los Angeles, with the Los Angeles borders on the east, north and southwest side of the airport. The airport’s maintenance facility, the instrument landing system field and fuel yard are located within Los Angeles.

With the airport lying within the boundaries of two municipal entities, HBA recognized the need to establish arrangements for mutual aid assistance for incidents that could occur in either of the jurisdictions, on or off the airport. The Authority has a mutual aid agreement with the City of Burbank and has been seeking to establish a similar agreement with the City of Los Angeles.

After several discussions over the past couple of years, the respective leadership of the LAFD and HBA developed the proposed MOA for mutual aid. The agreement would become effective upon execution and would have an expiration date of June 30, 2029. The MOA identifies January 1, 2029 (six months prior to the scheduled expiration date) for the start of review, revision and extension discussions between the two departments.

**PURPOSE OF THE MOA**

The proposed MOA provides one department in need of assistance with a more efficient and effective initial response to an emergency incident. The resources committed to an incident response will only be utilized until the jurisdictional Fire Department is able to relieve the assisting Fire Department with its resources or is able to obtain other appropriate emergency resources.

## KEY MOA PROVISIONS

1. **Operational Benefit:**  
The proposed agreement ensures the two fire departments share operational benefits with the Fire Chiefs from both LAFD and HBA, being able to jointly revise response areas as needed. Respective department administrators are to be provided 30 days' notice of any decision to revise the response areas.
2. **Incident Command Structure:**
  - HBA has jurisdiction over on-airport incidents.
  - LAFD has jurisdiction over off-airport incidents located within the City of Los Angeles.
  - The first-arriving fire department shall initiate response with the jurisdictional department command assuming control upon its arrival.
  - Unified Command may be established when appropriate.
3. **Resource Commitment:**  
Each Fire Department retains responsibility for its own jurisdictional area and mutual aid is dependent on the availability of resources and prevailing conditions at the time of an incident.
4. **Request for Aid:**  
All requests for aid will be through the respective dispatch centers following established operational protocols.
5. **Intent and Duration of Aid Response:**  
The assisting Fire Department's commitment, as resources allow, is to provide initial emergency response support for four hours without charge to the jurisdictional agency.
6. **Joint Training:**  
Periodic training shall be a minimum of one joint training exercise per year conducted and coordinated through the LAFD Operations Valley Bureau and HBA Command Staff.
7. **HBA Response Services:**
  - HBA will provide one Aircraft Rescue and Firefighting ("ARFF") Unit to designated off-airport areas within the City of Los Angeles' jurisdiction upon LAFD request to provide assistance with a fire and/or rescue response adjacent to the airport.
  - HBA will provide one ARFF Unit with Class B foam to specific areas of the San Fernando Valley upon request from LAFD.
8. **LAFD Response Services:**
  - For an Alert 3 aircraft incident, LAFD will provide one Task Force, one Battalion Chief and, if requested, an additional Task Force, two Engines and an additional Battalion Chief.
  - Upon request, LAFD shall provide a designated Fire, EMS and/or technical rescue response.

## RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the proposed MOA for mutual aid assistance with the City of Los Angeles and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
MAY 19, 2025**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
TAXIWAY A AND C EXTENSION DESIGN SERVICES**

Presented by Stephanie Gunawan-Piraner  
Deputy Executive Director, Planning and Development

**SUMMARY**

In anticipation of the existing passenger terminal demolition that will begin upon opening of the Replacement Passenger Terminal ("RPT"), Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to award HNTB Corporation ("HNTB") a Professional Services Agreement ("Agreement") in the amount of \$3,345,260 for Taxiway A and C extension project design services. These services are anticipated to be a multi-year effort.

**BACKGROUND**

Under its 2016 Development Agreement ("DA") with the City of Burbank, the Authority has a vested right to develop the RPT Project. The DA defines the RPT Project as including demolition of the existing passenger terminal, construction of improvements to the Southeast Quadrant ("SEQ") roadway system on the landside, and the extension of Taxiway A and C on the airside. The project would enable the Airport's two Runways, 8-26 and 15-33, to have two full parallel taxiways which will minimize the need for aircraft to "back taxi" on the runways for northbound departures. This will increase the airfield operational safety margins and the efficiency of the aircraft movements.

Although the project is planned under the Airport Capital Improvement Plan ("ACIP") Federal Fiscal Year 2027, Staff believes it is necessary to begin the design effort as soon as possible. This will allow for a clear delineation of project limits with the other two concurrent projects within the project site vicinity: 1) the demolition of the existing passenger terminal and 2) the demolition of the short-term parking garage. These two demolition projects are part of the RPT Project Phase 2 scope of work that is part of the design-build agreement with Holder, Pankow, TEC - A Joint Venture. Additionally, the SEQ Reconfiguration Project is currently under design by RS&H California ("RS&H") and would follow the completion of the RPT Project, Phases 1 and 2.

**SCOPE OF WORK**

The scope of work for the proposed Agreement includes:

1. Overall Project Oversight
  - a. Manage design scope, schedule, and budget
  - b. Coordinate subconsultants and maintain document control and quality assurance

2. Stakeholder and Agency Engagement
  - a. Collaborate with internal departments, tenants, and airlines
  - b. Coordinate with the FAA, the City of Burbank, and other regulatory agencies
3. Site Assessments and Technical Studies
  - a. Conduct surveys, utility locating, and geotechnical investigations
  - b. Evaluate existing airfield lighting and pavement conditions
4. Design Development
  - a. Produce design plans at 30%, 60%, 90%, and 100% levels
  - b. Perform engineering analyses for drainage, pavement, and electrical systems
  - c. Develop construction phasing and integrate with related terminal projects
5. Construction Support and Deliverables
  - a. Prepare Construction Safety and Phasing Plan
  - b. Provide bid support, respond to contractor questions, and issue addenda
  - c. Deliver final construction documents, specifications, and cost estimates

The proposed Agreement does not include construction administration services, which are performed after the construction award to a contractor. Staff will negotiate the construction administration fee after the construction advertisement concludes and will bring a contract amendment request to the Committee and Commission for consideration. This is expected to occur in Spring/Summer 2027.

## PROCUREMENT

Staff publicly solicited responses to a Request for Qualifications ("RFQ") via the Authority's PlanetBids e-procurement website in March 2024. The notification was released to 714 firms. RFQ documents were downloaded by 87 firms.

The RFQ advertisement was also posted through the LA Times, the Burbank Chamber of Commerce, and the Glendale Chamber of Commerce, reaching over 7,700 active members. The Pasadena Chamber of Commerce did not respond to Staff's inquiry regarding posting of the advertisement.

A mandatory pre-proposal conference was held on April 11, 2024, with virtual and in-person attendance options. The conference was attended by 51 firms. Staff received Statements of Qualifications ("SOQ") from five responsive teams. The five teams, listed in alphabetical order by prime consultant, are as follows:

- Burns McDonnell Western Enterprises, Inc.
- HNTB Corporation
- Mott MacDonald
- RS&H California, Inc.
- Stantec Consulting, Inc.

A five-member selection committee, comprised of staff from the Planning, Engineering, and Operations Departments, as well as one staff member from a peer airport, reviewed the SOQs based on the following selection criteria:

- SC-1 Airport Project and Engineering Design Experience (30 points)
- SC-2 Project Team Key Personnel (30 points)
- SC-3 Understanding of Project Challenges and Implementation (20 points)
- SC-4 Current Workload and Demonstrated Ability to Obtain Necessary Support for the Project (10 points)
- SC-5 Familiarity with Geographic Location of the Project (10 points)

Based on this evaluation, the top three firms, i.e., Burns McDonnell, HNTB, and RS&H were shortlisted. The firms were then invited for interviews in June 2024. The interview process included a presentation by each firm, followed by Q&A. The scoring of the proposals and interviews, ranked from highest to lowest, was as follows:

	<u>SOQ</u>	<u>Interview</u>	<u>Total</u>
Maximum Points Possible	100	100	200
HNTB Corporation	92	92	184
RS&H California, Inc.	90	88	178
Burns McDonnell Western Enterprises, Inc.	89	84	173

### SELECTION PROCESS

Based on a comprehensive evaluation of the SOQs and in-depth interviews, HNTB was identified as the highest-ranked firm, offering the highest qualifications and understanding of the project in the operational environment at BUR. HNTB has proposed a cohesive team with a proven track record that has worked together on numerous major airfield projects. Their robust aviation portfolio ranges from \$5M-\$200M runway, taxiway, and apron projects at Los Angeles International Airport, Ontario International Airport, Long Beach Airport, Portland International Airport, Harry Reid International Airport, and many more.

For this contract, HNTB has partnered with several subconsultants, including Connico, Inc., LEAN Technology Corporation, Earth Mechanics, Inc., VCA Engineers, Inc., Wagner Engineering & Survey, Inc., and Fryman Management. This partnership is expected to deliver well-coordinated, effective design solutions tailored to BUR's unique needs.

### FEE NEGOTIATIONS

In accordance with FAA requirements, Staff began fee negotiations after a determination of the most qualified firm was reached and the final scope identified. Once HNTB was identified as the highest scoring proposer and a detailed scope of services was established, Staff requested and received an initial price proposal from HNTB. Staff performed a cost analysis and evaluation to establish a fair and current market value for the scope of work and to identify efficiencies that can be realized to reduce costs. At the conclusion of the negotiations, HNTB submitted a revised and final fee proposal in the amount of \$3,345,260.



### OPERATIONAL IMPACTS

The field research required to complete the design services will be scheduled to minimize operational impacts. Input from key project stakeholders, including the Airport departments, airlines, and other impacted tenants, as well as the FAA, will be coordinated during the construction phasing development stage.

### FUNDING

The proposed FY 2026 Budget includes appropriations for this project. Staff anticipates completing approximately \$2,500,000 of the \$3,345,260 total proposed contract value by the end of FY 2026. Future budget requests for the remainder of the work will be included in the FY 2027 Budget development.

The project cost will be initially funded from Authority funds with the intent to fund the design under a future Airport Improvement Program ("AIP") grant under Federal FY 2027.

### STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to award HNTB an Agreement for Taxiway A and C Extension project design services and to authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
MAY 19, 2025**

**AUTHORIZATION TO ISSUE PURCHASE ORDER  
ACQUISITION OF EMERGENCY GENERATOR**

Presented by Stephanie Gunawan-Piraner  
Deputy Executive Director, Planning and Development

**SUMMARY**

Staff seeks a recommendation from the Operations and Development Committee (“Committee”) to the Commission to authorize Staff to issue a purchase order in the amount of \$88,618.82 to Multiquip Inc. (“Multiquip”) for the purchase of an emergency backup generator for the Emergency Operations Center (“EOC”) located in Building 3.

To expedite the acquisition of the proposed generator, subject to the recommendation of the Committee, this item has also been placed on the Commission’s meeting agenda for its consideration immediately following the Committee’s meeting.

**BACKGROUND**

The EOC was relocated to Building 3 in the southwest quadrant of the Airport alongside the Airport Fire Department Administration office. This facility serves as the centralized command center for emergencies, and it should be connected to an uninterrupted power supply to maintain critical communications and data systems to support emergency response operational functions. Building 3 does not have emergency backup power that would permit continued EOC operations in the event of a citywide power outage or electrical infrastructure failure. Without power, the EOC would not be able to fully function and coordination of emergency response efforts would be less effective.

To address the need to ensure the EOC can operate, Staff recommends that the Authority purchase a portable 125kVA Tier 4-compliant generator that meets the highest emissions standards of the California Air Resources Board. This generator utilizes R-100 biodiesel fuel and is capable of providing essential power redundancy for the EOC. The primary intent is for this generator to serve as the backup power for EOC operations. However, due to its size and portability, if necessary this generator can be utilized to provide backup power for other airport facilities when not required for EOC operations.

**BUDGET**

Appropriations for this acquisition were not included in the adopted FY 2025 Budget. However, due to the critical need to ensure EOC operation functions, this equipment purchase is being presented for consideration, the cost of which will be funded through positive operating revenue performance of the current fiscal year.

### STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the acquisition of a portable backup generator and authorize Staff to issue a purchase order to Multiquip for the same.



MULTIQUIP INC.  
6141 KATELLA AVE, SUITE 200  
CYPRESS, CA 90630  
PH: 800-421-1244 / 310-537-3700 FAX: 310-537-3927

## Quotation

Page 1 of 2

<b>Sold-to</b> ( CASH-MQ ) Hollywood Burbank Airport Sun Valley CA 91352	<b>Document Information</b>  Quotation # 20958841 QT <b>Date</b> 05/06/2025 <b>P.O. #</b> <b>Date</b> <b>Requested Ship</b> 05/06/2025 <b>Carrier No</b> 18643 Best Way <b>Entered by</b> DMARSH <b>Order Reason</b> P07 APPL-End User-Government Solutions <b>Currency</b> USD <b>Delivery</b> PPS Prepay/Chrg SPL Frt (Units) <b>Payment Terms</b> Net 30 Within 30 days without deduction  ===== <b>Availability is subject to stock on hand at the time purchase order is received.</b> <b>Quote is valid for 30 days from issue date.</b>
<b>Ship-to</b> ( CASH-MQ ) Hollywood Burbank Airport Sun Valley CA 91352	

Item	Material	Plant	B/O	Order Qty	Gross Price EA	Net Price EA	Total Value
0010	DCA125SSIU4F Gen 125kVA 3Ph Isuzu Tier 4F Env Estimated Ship: 05/06/25	A212		1.000	111,940.00	64,925.20	64,925.20
0020	TRLR125USH Trailer DCA125SS Hyd Estimated Ship: / /	A212		1.000	13,200.00	7,656.00	7,656.00
0030	EE36264 Coupler 3" Pintle 25K TRLRMP thru 400 Estimated Ship: / /	A212		1.000	130.00	75.40	75.40
0040	MQPPBNK125I4F3 Kit PowerBalance DCA125SSIU4F Estimated Ship: 05/14/25	A212	1	1.000	6,530.00	4,897.50	4,897.50
0050	CAMLOK1KIT45F Camlok 1 Set 45° DCA125 Estimated Ship: 05/06/25	A212		1.000	920.00	533.60	533.60
0060	MQPBCKIT-J Batt Chg 6A DCA20-125 Estimated Ship: / /	A212		1.000	660.00	382.80	382.80
0070	MQPSTABJACK8K Stabilizer Jack, 8k, TRLR25-180 (1 ea) Estimated Ship: 06/11/25	A212	2	2.000	430.00	249.40	498.80



MULTIQUIP INC.  
6141 KATELLA AVE, SUITE 200  
CYPRESS, CA 90630  
PH: 800-421-1244 / 310-537-3700 FAX: 310-537-3927

## Quotation

Page 2 of 2

### Document Information

Order # 20958841  
Purchase Order #

Date 05/06/2025  
Date

**Sold-to** ( CASH-MQ )

Hollywood Burbank Airport  
Sun Valley CA 91352

Item	Material	Plant	B/O	Order Qty	Gross Price EA	Net Price EA	Total Value
	<b>Items total</b>						78,969.30
	Freight (Units)						1,950.00
	Taxable amount						78,969.33
	State/GST Tax						4,738.16
	Local/PST Tax						197.42
	Local Tax						2,763.94
	<b>Total amount</b>						<b>88,618.82</b>
	Estimated freight cost added to CA.						



# DCA125SSIU4F

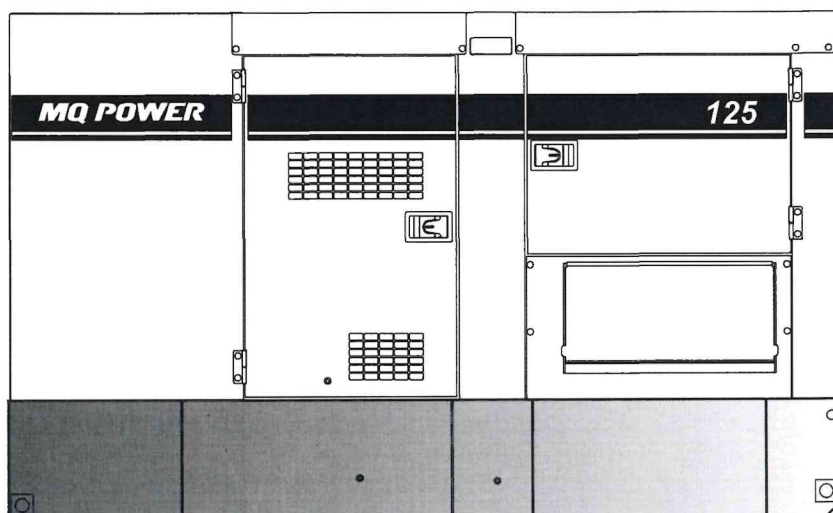
Generator

## WhisperWatt™

Prime Rating — 100kW (125kVA)

Standby Rating — 110kW (137.5kVA)

3-Phase, 60 Hertz, 0.8 PF



### STANDARD FEATURES

- Heavy duty, 4-cycle, direct injection, heated crankcase vent, turbocharged, charge air cooled, 1000W block heater, diesel engine provides maximum reliability.
- EPA emissions certified - Tier 4 Final emissions compliant.
- Microprocessor engine control system maintains frequency to  $\pm 0.25\%$ .
- Full load acceptance of standby nameplate rating in a single step.
- Fuel/water separator removes condensation from fuel for extended engine life. Panel mounted alarm light included.
- Sound attenuated, weather resistant, steel housing provides operation at 66 dB(A) at 23 feet. Fully lockable enclosure allows safe unattended operation.
- E-coat and powder coat paint provides durability and weather protection.
- Internal fuel tank with direct reading fuel gauge.
- Spill Containment - Bunded design protects environment by capturing up to 128% of engine fluids.
- Brushless alternator reduces service and maintenance requirements and meets temperature rise standards for Class F insulation systems.
  - Open delta alternator design provides virtually unlimited excitation for maximum motor starting capability.
  - Automatic voltage regulator (AVR) provides precise regulation.
- Fully covered power panel. Three-phase terminals and single phase receptacles allow fast and convenient hookup for most applications including temporary power boxes, tools and lighting equipment. All are NEMA standard.
- ECU845 microprocessor-based digital generator controller.
  - Remote 2-wire start/stop control.
  - High visibility LCD display with heated screen and alphanumeric readout.
  - Operational temperature range of  $-40^{\circ}$  to  $185^{\circ}$  F ( $-40^{\circ}$  to  $85^{\circ}$  C).
  - AC monitoring along with fuel and DEF level indicators.
- Digital engine gauges including oil pressure, water temperature, battery volts, engine speed, engine load, fuel level and DEF level.
- Analog generator instrumentation including AC ammeter, AC voltmeter, frequency meter, ammeter phase selector switch, voltmeter phase selector switch, and voltage regulator adjustment potentiometer.
- Automatic safety shutdown system monitors the water temperature, engine oil pressure, low DEF, overspeed and overcrank. Warning lights indicate abnormal conditions.
- Voltage selector switch offers the operator a wide range of voltages that are manually selectable. Fine tuning of the output voltage can be accomplished by adjusting the voltage regulator control knob to obtain the desired voltage.
- Emergency Stop Switch — when manually activated, shuts down generator in the event of an emergency.





# DCA125SSIU4F

## Generator

### SPECIFICATIONS

#### Generator Specifications

Design	Revolving field, self-ventilated Drip-proof, single bearing	
Armature Connection	Star with Neutral	Zig Zag
Phase	3	Single
Standby Output	110KW (137.5 KVA)	79 KW
Prime Output	100 KW (125 KVA)	72 KW
3Ø Voltage (L-L/L-N)	208Y/120,	N/A
Voltage Selector Switch at 3Ø 240/139	220Y/127, 240Y/139	
3Ø Voltage (L-L/L-N)	416Y/240,	N/A
Voltage Selector Switch at 3Ø 480/277	440Y/254, 480Y/277	
1Ø Voltage (L-L/L-N)	N/A	240/120
Voltage Selector Switch at 1Ø 240/120		
Power Factor	0.8	1.0
Voltage Regulation (No load to full load)	±0.5%	
Generator RPM	1800	
Frequency	60 Hz	
Winding Pitch	2/3	
No. of Poles	4	
Excitation	Brushless with AVR	
Frequency Regulation: No Load to Full Load	Isochronous under varying loads from no load to 100% rated load	
Frequency Regulation: Steady State	±0.25% of mean value for constant loads from no load to full load.	
Insulation	Class F	
Sound Level dB(A) Full load at 23 feet	66	

#### Engine Specifications

Make / Model	Isuzu / BR-4HK1X
Emissions	EPA Tier 4 Final Certified
Starting System	Electric
Design	4-cycle, water cooled, direct injection, turbocharged. Charged Air Cooled EGR, DOC and SCR.
Displacement	317 in <sup>3</sup> (5193 cc)
No. cylinders	4
Bore x Stroke	4.52 x 4.92 in. (115 x 125 mm)
Gross Engine Power Output	170.8 hp (127.4 kW)
BMEP	211 psi (1458 kPa)
Piston Speed	1476 ft/min (7.5 m/s)
Compression Ratio	16.5:1
Engine Speed	1800 rpm
Overspeed Limit	2070 rpm
Oil Capacity	6.05 gallons (22.9 liters)
Battery	12V 150Ah x 1

#### Fuel System

Recommended Fuel	ASTM-D975-No.1 & No.2-D*	
Maximum Fuel Flow (per hour)	19 gallons (71.9 liters)	
Maximum Inlet Restriction (Hg)	2.9 in (73.6 mm)	
Fuel Tank Capacity	169 gallons (640 liters)	
Fuel Consumption	gph	lph
At full load	7.1	26.9
At 3/4 load	5.6	21.2
At 1/2 load	4.1	15.5
At 1/4 load	2.6	10.0
DEF Tank Capacity	7.4 gallons (28 liters)	

\* - Use ultra-low sulfur diesel fuel.

#### Cooling System

Fan Load	6.57 hp (4.9 kW)
Coolant Capacity (with radiator)	10.3 gallons (39 liters)
Coolant Flow Rate (per minute)	60.8 gallons (230 liters)
Heat Rejection to Coolant (per minute)	4456 Btu (4.7 MJ)
Maximum Coolant Friction Head	1.1 psi (7.7 kPa)
Maximum Coolant Static Head	3.3 feet (1 meter)
Ambient Temperature Range	23° - 104° F (-5° - 40° C)

#### Air

Combustion Air	244 cfm (6.9 m <sup>3</sup> /min)
Maximum Air Cleaner Restriction	25 in. H <sub>2</sub> O (6.25 kPa)
Alternator Cooling Air	1352 cfm (38.3 m <sup>3</sup> /min)
Radiator Cooling Air	6005 cfm (170 m <sup>3</sup> /min)

#### Exhaust System

Gas Flow (full load)	512 cfm (14.5 m <sup>3</sup> /min)
Gas Temperature	658°F (348°C)
Maximum Back Pressure	100 in. H <sub>2</sub> O (25 kPa)

#### Amperage

Rated Voltage	Maximum Amps
1Ø 120 Volt	300A x 2 (Zigzag)
1Ø 240 Volt	300 A (Zigzag)
3Ø 208 Volt	300 Amps
3Ø 240 Volt	300 Amps
3Ø 480 Volt	150 Amps
Main Line Circuit Breaker Rating	300 Amps
Over Current Relay Trip Set Point 480V Mode Only	152 Amps

### WARRANTY\*

#### Isuzu Engine\*\*

12 months from date of purchase with unlimited hours or 36 months from date of purchase with 3000 hours (whichever occurs first).

#### Generator

24 months from date of purchase or 2000 hours (whichever occurs first).

#### Trailer

12 months excluding normal wear items.

\*Refer to the express written, one-year limited warranty sheet for additional information.

\*\*Refer to Isuzu Diesel Engine Limited Warranty for details.

### NOTICE

Specifications sheet is subject to change and is not intended for use in installation design.



# DCA125SSIU4F

## Generator

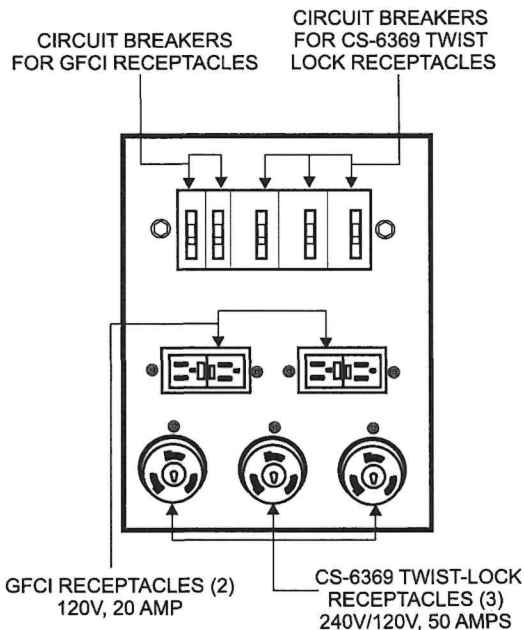
### MQ POWER DECIBEL LEVELS

Our soundproof housing allows substantially lower operating noise levels than competitive designs. WhisperWatts are at home on construction sites, in residential neighborhoods, and at hospitals — just about anywhere.

- 90 — Subway / truck traffic
- 80 — Average city traffic
- 70 — Inside car at 60 mph  
— WhisperWatt at 23 feet
- 60 — Air conditioner at 20 feet
- 50 — Normal conversation



### GENERATOR OUTPUT PANEL



### OPTIONAL GENERATOR FEATURES

- **Parallel Controls** — provides the ability to connect multiple generators together into a single power generation system.
- **PowerBalance™** — designed to assist generators when operating under low temperature and/or low load conditions to insure peak performance.
- **Battery Charger** — provides fully automatic and self-adjusting charging to the generator's battery system.
- **Trailer Mounted Package** — meets National Highway Traffic Safety Administration (NHTSA) regulations. Trailer is equipped with electronic or surge brakes with double axle configuration.

### OPTIONAL CONTROL FEATURES

- **Basler DGC2020** — microprocessor-based digital generator controller.
  - High visibility backlit LCD display.
  - Operational temperature range of -40° to 158° F (-40° to 70° C).
- **Basler DGC2020HD** — microprocessor-based digital generator controller with integrated genset-to-genset (isolated bus) paralleling.
  - High visibility backlit LCD display.
  - Operational temperature range of -40° to 158° F (-40° to 70° C).
- **DEEP SEA DSE8610** — microprocessor-based digital controller with integrated genset-to-genset (isolated bus) paralleling.
  - High visibility backlit LCD display.
  - Operational temperature range of -22° to 158° F (-30° to 70° C).
- **DEIF AGC-150** — microprocessor-based digital controller with integrated genset-to-genset (isolated bus) paralleling.
  - Easy-to-read graphical display. Includes oil pressure, water temperature, battery voltage, engine speed, engine load, fuel level, and DEF level.
  - Heated screen provides an operational range of -40° to 158° F (-40° to 70° C).
- **Audible Alarm** — alerts operator of abnormal conditions.

### OPTIONAL FUEL CELL FEATURES

- **Sub-base Fuel Cells (double wall)** — additional fuel cell for extended runtime operation. Contains a leak sensor, low fuel level switch, and a secondary containment tank. UL142 listed.
- **12 hours of minimum run time.**
- **24 hours of minimum run time.**

### OPTIONAL OUTPUT CONNECTIONS

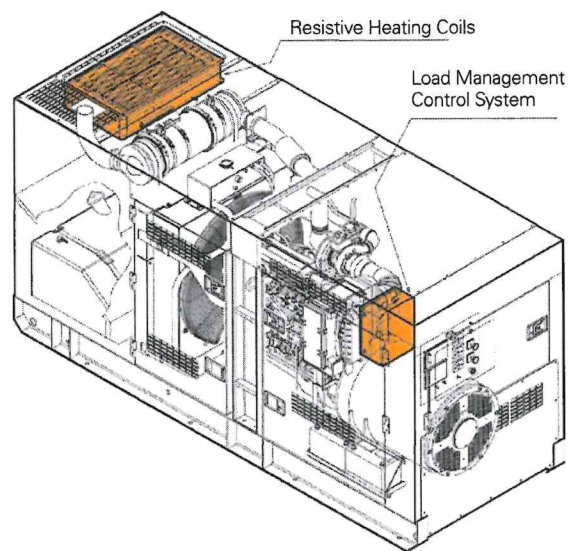
- **Cam-Lok Connectors** — provides quick disconnect alternative to bolt-on connectors.
- **Pin and Sleeve Connectors** — provides industry standard connectors for all voltage requirements.
- **Output Cable** — available in any custom length and size configuration.





**Reliable power is what your customers demand.** Issues can occur with all diesel engines that are running low load applications. This can lead to wet stacking, a buildup of carbon deposits and exhaust soot, that diminishes engine performance, and leads to clogging of emissions control systems, resulting in costly engine shutdowns for you and your customers. So how can you consistently deliver reliable power when you can't control the customer's application?

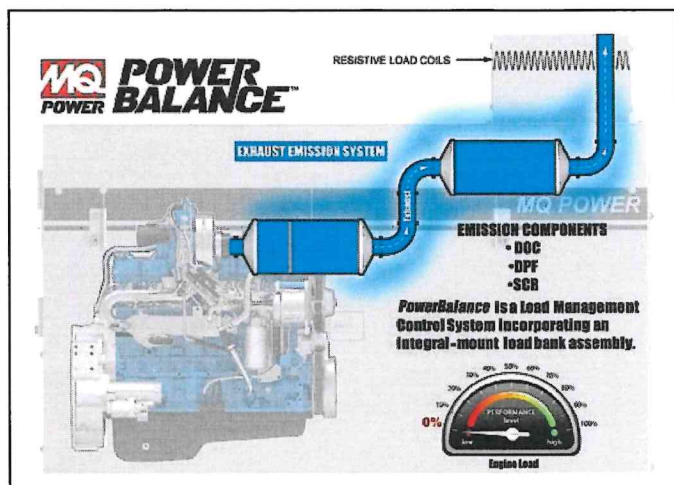
**PowerBalance from MQ Power** ensures your customers are not left in the dark. This patented system works in conjunction with the onboard controller to continually monitor the engine and automatically apply a resistive load to the generator whenever engine load falls below the ideal range. The additional load ensures the engine continues operating at levels that prevent wet stacking which can lead to untimely shutdowns.



**MQ Power provides peace of mind.** The PowerBalance load management system ensures your customer's power requirements are met while protecting your investment and reputation.

**Power you can count on.**

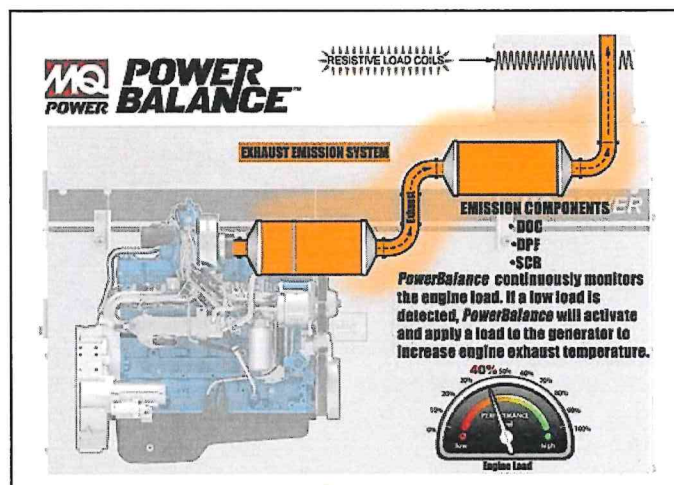




# MQ POWER BALANCE™

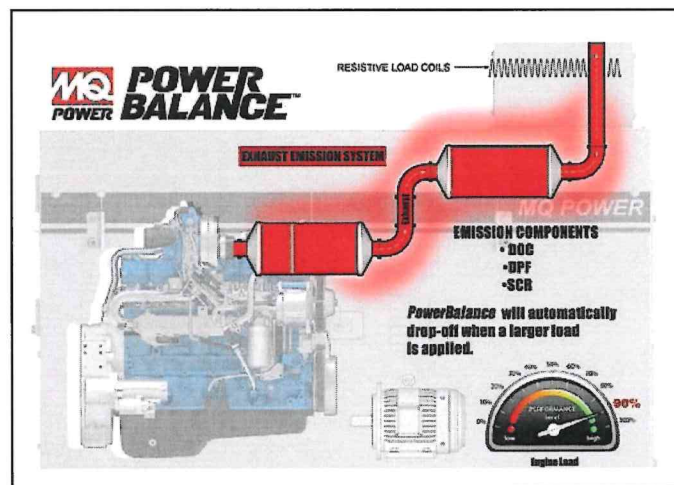
## FROM 0-40% LOAD:

PowerBalance continuously monitors generator performance to ensure sufficient load is applied to the engine. If external load is insufficient - below 40% - PowerBalance activates a resistive coil load bank to quickly return load to an acceptable level.



## FROM 40% LOAD:

If no external load is applied, PowerBalance continues to apply a sustained load to maintain peak engine performance.



## ALL LOADS:

PowerBalance continuously monitors the engine load, dropping off automatically when a larger load is applied and activating again when lighter loads are detected.

Note: Emissions systems will vary by engine manufacturer and product design.

Your Multiquip dealer is:

Connect with us on



All features and specifications are subject to change without notice. Version (05-20-21)



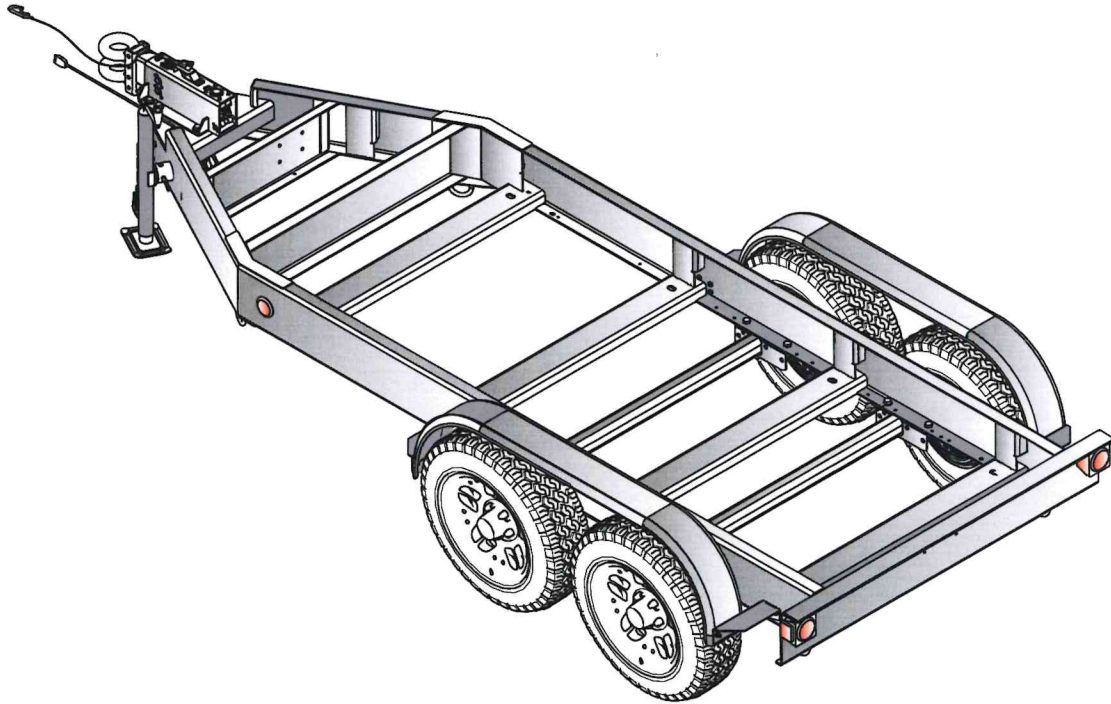
www.multiquip.com





## TRLR125US

### MQ POWER Tandem Axle Trailer



#### TRLR125US Technical Data

Gross Vehicle Weight Rating (GVWR) — 10,000 lbs. (4,536 kg)	Tire Size — ST225/75R15 LR-D
Gross Axle Weight Rating (GAWR) — 5,000 lbs. (2,268 kg) (ea.)	Wheel Bolt Pattern — 6 Lug on 5.5 in
Actuator Rating — 12,500 lbs. (5,670 kg)	Tire Load Rating — 2,540 lbs (1,152 kg) (ea.)
Coupler Rating — See coupler options on back page.	Dimensions (LxWxH) — See back page.

#### STANDARD TRAILER EQUIPMENT

- Fits MQ Power Generator Models DCA125SSIU4F, DCA125USI3CAN
- Tandem-axle Design with Torsion Type Suspension
- Formed Channel for Generator Mounting and Support
- Replaceable, Bolt-on Hydraulic Brake Actuator
- Surge Hydraulic-actuated Drum Brakes (all axles)
- Hydraulic Uni-servo Drum Brakes with Free-backing Plates - 12-inch Cluster
- D.O.T. Steel Brake Lines, Brass Tees & Rubber Hydraulic Brake Hoses
- 4-hole Channel Allows 3-position, Adjustable Coupler Height; 4-inches O/A
- Tongue Mounted Swivel Jack with Flat Disc-foot (rated 5,000 pound lift)
- Replaceable, Bolt-on Steel Fender Brackets and Fenders
- Rugged Textured Black Powder-Coated Frame, Channel, Actuator and Fenders
- D.O.T. Approved Tail Lamps, Stop Lamps, Turn Signal Lamps, Side Marker Lamps
- Weatherproof, Rubber Armored, 2-piece Trailer Light Wiring Harness



# TRLR125US

## MQ POWER Tandem Axle Trailer

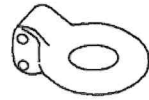
### OPTIONAL TRAILER EQUIPMENT

- Bolt-on Electric Brake Coupler Plate with Electric-actuated Drum Brakes (all axles — self-adjusting brake actuators)
- Electric Breakaway Safety Device (electric-actuated brakes)
- Rear Stabilizer Stands
- Tongue Mounted Utility Storage Box
- Spare Tire with Locking Mount
- Anti-Theft Wheel Lock
- Center Mount Jack (rated 8,000 lbs./3,629 kg lift)
- 600V Transformer Kit

### Coupler Options

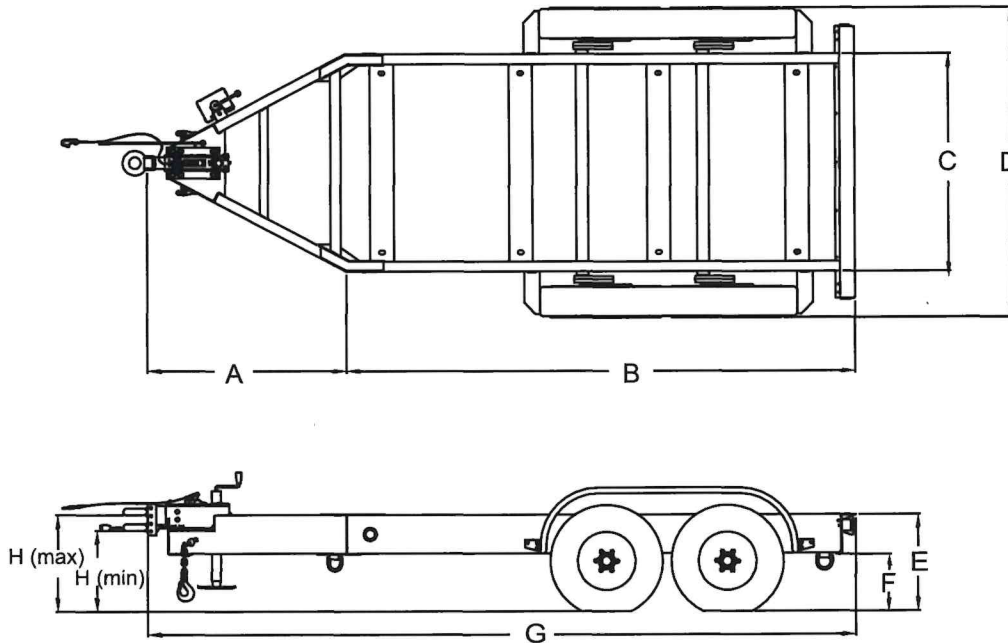
3" Pintle Eye  
25,000 lbs.

#EE36264



2-5/16" Ball Coupler  
14,000 lbs.

#EE43253



Trailer Dimensions								
A	B	C	D	E	F	G	H	
							MIN	MAX
50.93 in (1,293.6 mm)	130.25 in (3,308.3 mm)	56 in (1,422.4 mm)	79.67 in (2,023.6 mm)	24.93 in (633.2 mm)	14.68 in (372.9 mm)	181.18 in (4,602 mm)	20.94 in (531.9 mm)	24.94 in (633.5 mm)

### Trailer Weight

1,722 lbs. (781 kg)\*

\* Weight is approximate



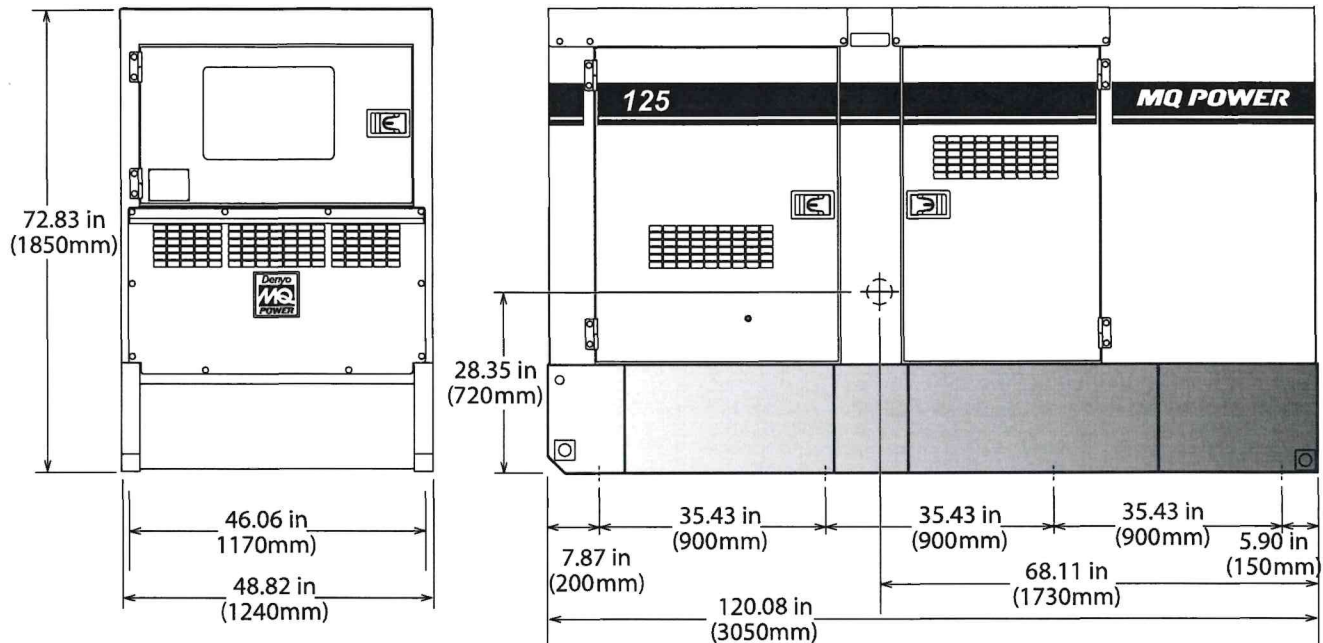
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WEBSITE: www.multiquip.com



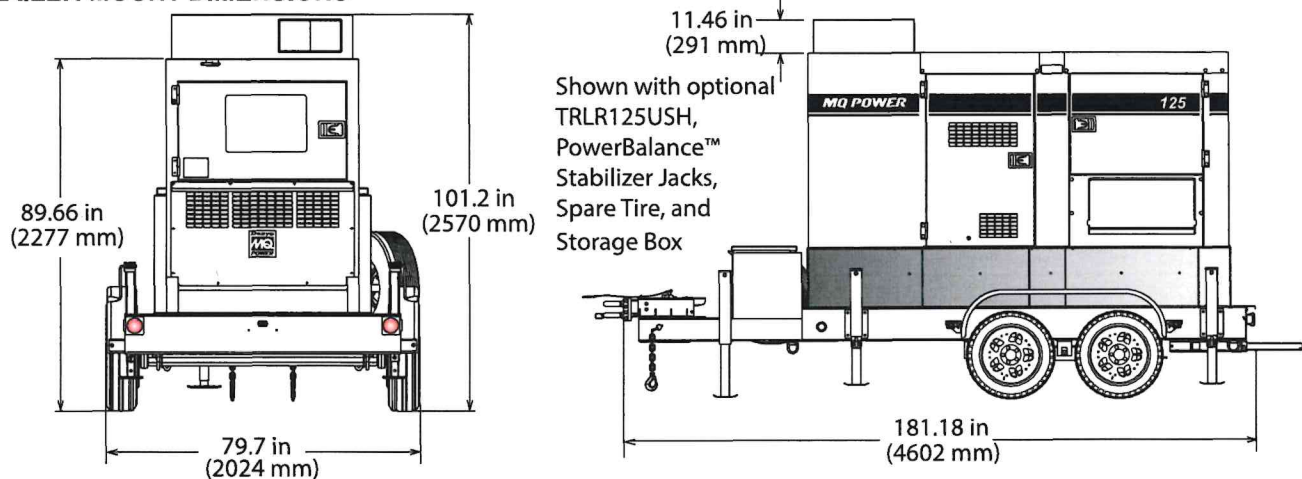
# DCA125SSIU4F

Generator

## SKID-MOUNT DIMENSIONS



## TRAILER-MOUNT DIMENSIONS



### DCA125SSIU4F Weights\*

Dry Weight	5,291 lbs. (2,400 kg)
Wet Weight	6,702 lbs. (3,040 kg)
Max. Lifting Point Capacity	14,050 lb. (6,370 kg)

\* Weights do not include options.

### DCA125SSIU4F and TRLR125US Weights\*

Dry Weight (with TRLR125US)	7,013 lbs. (3,181 kg)
Wet Weight (with TRLR125US)	8,424 lbs. (3,821 kg)

Generator can be placed on MQ Trailer Models TRLR125US and TRLR180XF.

### NOTICE

Features and Specifications are subject to change without notice.



**MULTIQIP**  
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Cypress, CA 90630  
310-537-3700  
E-MAIL: [mq@multiquip.com](mailto:mq@multiquip.com)  
WEBSITE: [www.multiquip.com](http://www.multiquip.com)

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DCA125SSIU4F Rev. #9 (06/27/24)

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
MAY 19, 2025**

**COMMITTEE PENDING ITEMS**

**Future**

**Tentative Presentation**

1. Award of Contract - Private Network

TBD



Los Angeles Agreement No. \_\_\_\_\_

**MEMORANDUM OF AGREEMENT FOR AUTOMATIC AID AND EXCHANGE OF  
FIRE PROTECTION, SPECIALIZED, RESCUE AND EMERGENCY MEDICAL  
SERVICES BETWEEN THE LOS ANGELES CITY FIRE DEPARTMENT AND THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FIRE DEPARTMENT**



This Memorandum of Agreement ("Agreement") is dated \_\_\_\_\_, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority") and the City of Los Angeles ("City").

### **WITNESSETH**

WHEREAS, the Authority owns and operates Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport"); and

WHEREAS, the Authority, acting by and through its airport management firm TBI Airport Management, Inc. ("TBI"), operates an Airport Fire Department ("HBA") that provides aircraft rescue and firefighting ("ARFF") services, emergency medical services ("EMS"), and other specialized services for Airport employees, tenants, and users; and

WHEREAS, the City, acting by and through the Los Angeles City Fire Department ("LFD") provides fire protection, medical services, specialized and rescue services within its territory; and

WHEREAS, fire and rescue resources for the HBA are dispatched through a central dispatch center known as Verdugo Fire Communications Service ("Verdugo"); and

WHEREAS, fire and rescue resources for the LFD are dispatched through a central dispatch center known as Metro Fire Communications ("Metro"); and

WHEREAS, it is in the best interest of the Authority and the City to provide the most expeditious response to suppress fires and render other emergency assistance; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of emergency services on a day-to-day basis.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

#### **1. Revisions**

Amendments to this Agreement shall be in writing and signed by persons authorized to bind the parties. Substantial reductions or modifications of services by any of the agencies shall be cause for reconsideration of the Agreement.

#### **2. Term**

This Agreement shall commence once executed by all parties, and shall remain operative until **June 30, 2029**. The parties shall meet on or about **January 1, 2029** to begin review and revision discussions. Either party may terminate this Agreement without cause at any time by giving written notice to the other party at least thirty (30) days in advance.



### **3. Mutual Benefits**

The Authority and the City intend that this Agreement will provide mutual benefits to each party. The Fire Chiefs of the HBA and the LFD are hereby authorized to identify and revise as they deem necessary any designated areas or types of response as may be dictated by changing conditions and the requirements of mutual benefits to each party. Notice of proposed revisions shall be provided to the Authority's Executive Director and the City's City Administrative Officer at least thirty (30) days in advance.

### **4. Incident Command**

A. For purposes of this Agreement, HBA is the jurisdictional Fire Department for on-Airport incidents in the City's territory and the LFD is the jurisdictional Fire Department for off-Airport incidents in the City's territory.

B. In those instances where the assisting Fire Department arrives before the jurisdictional Fire Department, the assisting Fire Department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional Fire Department will arrive shortly after the arrival of the assisting Fire Department. Overall command of the incident will be assumed by the jurisdictional Fire Department upon its arrival at the scene. The assisting Fire Department's personnel will remain under the command of the jurisdictional Fire Department's Incident Commander. The highest-ranking officer of the assisting Fire Department at the incident, will become the Agency Representative ("AREP"). The resources of the assisting Fire Department will be released from the scene as soon as practical by the jurisdictional Fire Department's Incident Commander.

C. When it is deemed appropriate, the AREP may enter into Unified Command with the jurisdictional Fire Department's Incident Commander. It is understood that such a decision may require approval from an Agency Administrator of the assisting and/or jurisdictional Fire Department. A common and agreed upon communications plan shall be established and utilized by all resources and Incident Commanders.

### **5. Commitment of Resources**

It is mutually understood and agreed that this Agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire and rescue service within any part of its own jurisdiction, and that the assisting Fire Department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.

### **6. Methods of Requesting Aid**

All requests for aid shall be via the respective dispatch center. Persons assigned to the dispatch center for all Fire Departments are authorized to send and receive such requests as per their respective operational procedures.

**7. Intent of Agreement**

The intent of this Agreement is to provide the agency in need with a more efficient and/or effective initial response to an emergency incident. The agreed upon resources should only be utilized until the jurisdictional Fire Department is able to relieve the assisting Fire Department with its own resources and/or obtain the appropriate emergency resources, not to exceed a 12-hour period of time. If the agreed upon resources are not available, the assisting Fire Department shall notify the jurisdictional Fire Department and need not respond.

**8. Fire Incident Reporting**

Each agency is responsible for its own National Fire Incident Report ("NFIR"). In the event the HBA and the LFD both arrive on scene, the jurisdictional Fire Department shall complete the "Fire Section" of the NFIR. In the event an assisting Fire Department handles an incident in the jurisdictional Fire Department's area of responsibility, the assisting Fire Department shall complete the "Fire Section" of the NFIR and the jurisdictional Fire Department will complete the NFIR as "Aid Received", if needed. If the jurisdictional Fire Department is not dispatched, then an NFIR is not necessary by the jurisdictional Fire Department. Each agency shall be responsible for obtaining needed information to complete fire reports for incidents within its respective jurisdiction. Assisting Fire Department units shall contact jurisdictional Fire Department units to provide appropriate information for completion of fire reports.

**9. Training**

Joint training exercises will be conducted periodically upon consensus of the parties (minimum of one per year). These training exercises shall be coordinated with LFD Operations Valley Bureau and HBA Commanders.

**10. HBA Services**

The HBA shall provide a designated fire and EMS response, as jointly agreed upon by the Fire Chiefs of the HBA and the LFD, upon request by LFD to designated off-Airport areas located within the City's territory, as described herein.

**11. Dispatch and Notification by LFD**

Upon receipt by the LFD of an alarm within a designated off-Airport area located within the City's territory, the LFD (as the jurisdictional Department) will dispatch its nearest available and appropriately designated fire, EMS, or rescue response to that alarm and also notify Verdugo, which will, in turn, dispatch the agreed-upon HBA response.

## **12. Services by Los Angeles City Fire Department**

The LFD shall provide a designated fire, EMS and/or technical rescue response, as jointly agreed upon by the Fire Chiefs of the LFD and the HBA, upon request by the HBA to designated on-Airport areas located within the City's territory, as described herein.

## **13. Dispatch and Notification by Hollywood/Burbank Airport**

Upon receipt by the HBA of an alarm within a designated on-Airport area located within the City's territory, the HBA (as the jurisdictional Department) will dispatch its nearest available and appropriately designated fire, EMS, or rescue response to that alarm and also notify Metro, which will, in turn, dispatch the agreed-upon LFD response.

## **14. Amount and Type of Assistance**

A. When requested by the HBA, the LFD agrees to automatically dispatch the following resources to structure fires and EMS incidents within the areas defined below. Additional resources may be authorized by the LFD Fire Chief or Deputy Department Commander upon request. The maximum number and type of assistance available under this Agreement is listed in Sections 14.C. and 14.D., below.

B. Resources supplied to the requesting agency under this Agreement shall be without charge for four (4) hours from the time the assisting Fire Department's resources are dispatched, after which time the assisting Fire Department's resources shall be billed to the jurisdictional Fire Department as "Assistance by Hire." The assisting Fire Department may choose to waive the charge for additional resources or additional time, at the sole discretion of the Fire Chief of the assisting Fire Department, or that Fire Chief's designee. The waiver of charges shall not extend beyond twelve (12) hours from the time the initial resources were dispatched.

### **C. LFD to HBA**

#### **1. ALERT 3: Map #2**

a) Initial Dispatch: The closest available

- One Task Force
- One Battalion Chief

Additional resources upon request:

- One Task Force
- Two Engines
- One Battalion Chief

#### **2. ALERT 2: Map #2**

a) Notification will be made by the HBA to Metro, which in turn will make notification only to LFD Battalions 12 & 14 of the incident.

**D. HBA to LFD**

1. Structure Fire Response: Map #1

a) Initial Dispatch:

- One Type I Engine

2. Foam Tender/ARFF Request:

a. One ARFF Apparatus

- ARFF apparatus response will be limited to the following areas:
  - San Fernando Valley (SFV)
  - Interstate 5 freeway corridor from SFV to 110 freeway
  - 2 freeway corridor between 134 freeway and 5 freeway
  - 405 freeway corridor between 101 freeway and 10 freeway

Note: Upon deployment of an HBA ARFF apparatus, if foam is used from the HBA ARFF apparatus, LFD will replace the foam used at the LFD incident.

Note: Any response of an HBA ARFF apparatus will require a pilot car to lead the apparatus during response. The two agencies upon dispatch will coordinate who is supplying the pilot car based on availability of resources.

**15. Communications System**

A. The parties agree to share the use of communication systems, radios and radio frequencies for the term of this Agreement. Sharing of the frequencies must be approved only by authorized personnel for each party and documented in the Incident Action Plan. The communications plan will be reviewed annually and included in the recurrent joint training exercise.

B. When a Battalion Chief is assigned to the incident from the assisting Fire Department (i.e. structure fire, and freeway physical rescue), a common command and tactical channel (of the jurisdictional agency) shall be used by all assigned members.

C. For incidents where there is **NO** Battalion Chief assigned from the assisting Fire Department (i.e. auto and other fires on the freeway, EMS incidents, etc.) agencies' Company Commanders will communicate with each other using the tactical radio channel assigned to the agency having jurisdiction.

**16. No Third-Party Benefit**

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

**17. Consideration**

No party furnishing aid pursuant to this Agreement shall be entitled to compensation for the first four hours of such aid, as described in section 14, it being understood that the respective covenants contained in this Agreement shall constitute the sole consideration for such services.

**18. Hold Harmless**

A. Nothing in the provisions of this Agreement is intended to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law. Each party shall bear its own exposure for worker's compensation on its own personnel while furnished to the other party or likewise.

B. It is understood and agreed that neither the Authority, TBI, nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act of omission by the LFD, its officers or employees under or in connection with any work, authority, or jurisdiction delegated to the LFD under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, City shall fully indemnify and hold harmless the Authority and TBI from any damage or liability incurred by reason of any act or omission by the LFD, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to the LFD under this Agreement.

C. It is understood and agreed that neither City nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act or omission by the HBA, its officers, or employees, under or in connection with any work, authority, or jurisdiction delegated to the HBA under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Authority shall fully indemnify and hold harmless the City from any damage or liability incurred by reason of any act done or omission by the HBA, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to the HBA under this Agreement.

**19. No Effect on Master Mutual Aid Agreement**

It is mutually understood that this Agreement will in no way affect or have a bearing on the existing California Master Mutual Aid Agreement.

**20. Previous Agreements**

This is the first agreement between the City and the Authority for mutual aid by the LFD and the HBA.

**Signature Page to Follow**

IN WITNESS WHEREOF, this Agreement has been executed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2025 and is effective and operative as to each of the  
parties as herein provided.

**CITY OF LOS ANGELES**

By:   
RONNIE R. VILLANUEVA  
Fire Chief

**Approved as to form and legality:**

HYDEE FELDSTEIN SOTO  
City Attorney

**Attest:**

PETTY F. SANTOS  
Interim City Clerk

By: \_\_\_\_\_  
STEPHANIE CAO  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk  
Date: \_\_\_\_\_

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Ara Najarian  
President

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

**Approved as to form:**

By: \_\_\_\_\_  
Terence Boga  
General Counsel

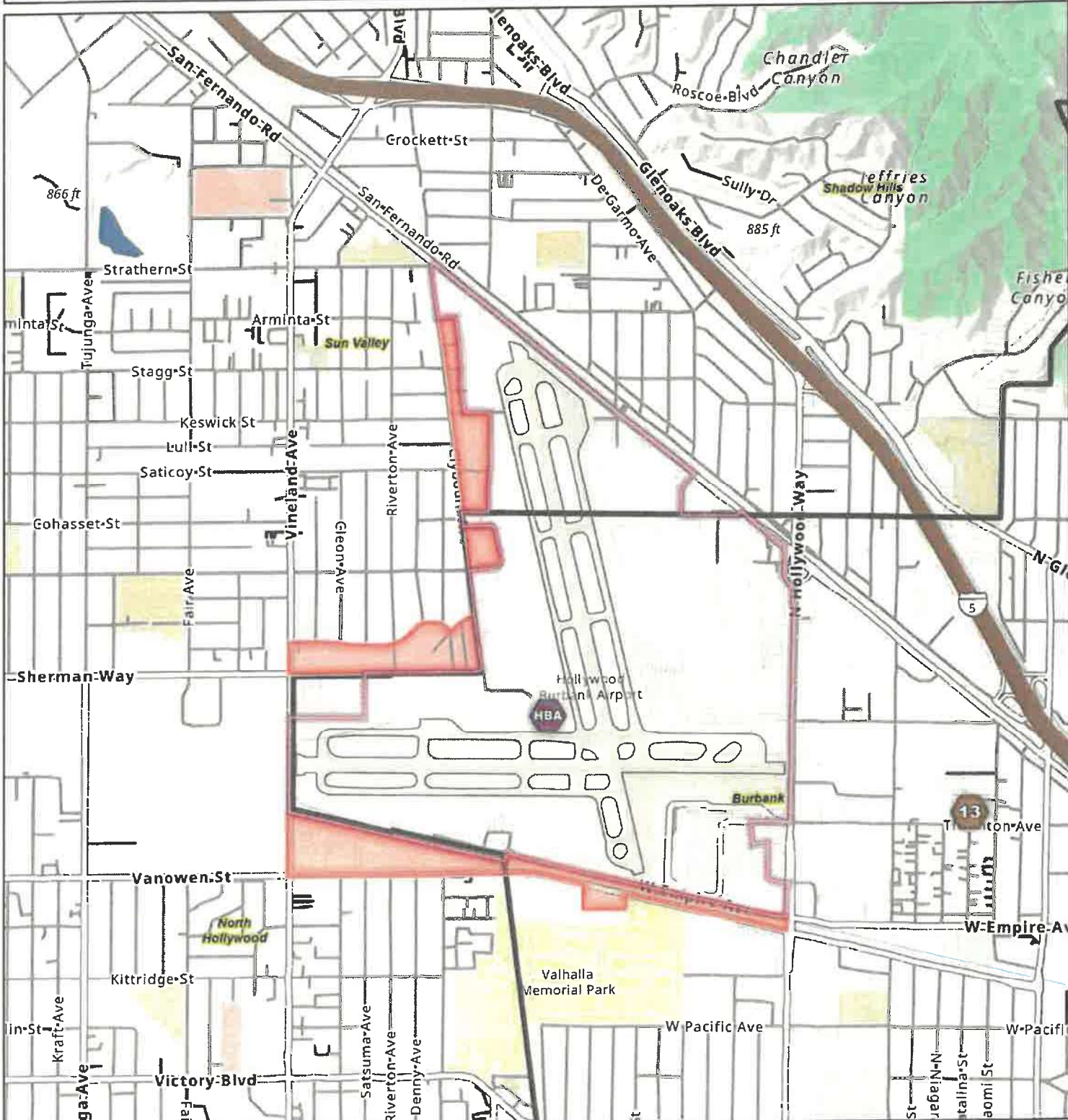
**Approved as to content:**

By: \_\_\_\_\_  
Lewis Pianka  
Fire Chief

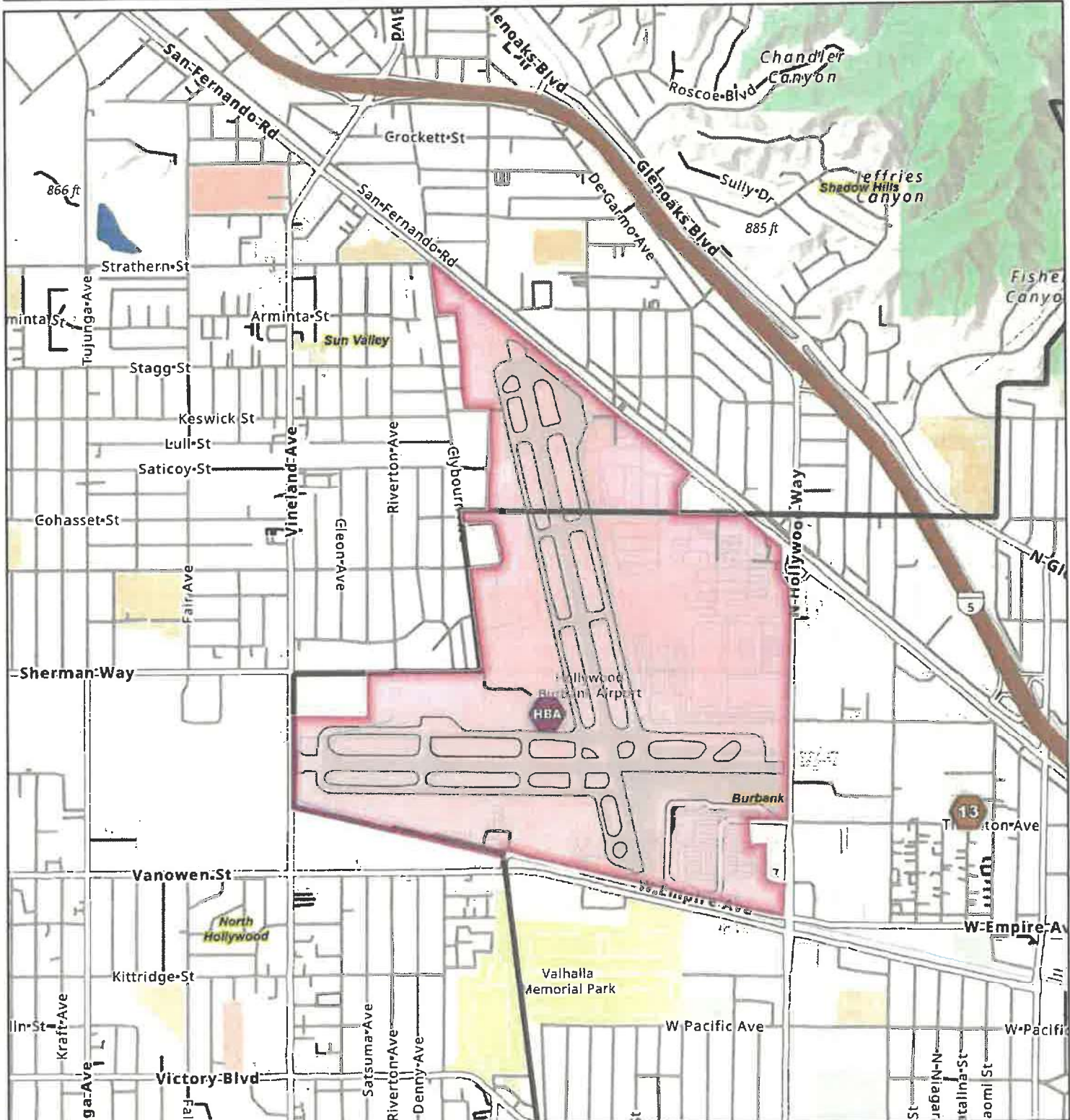
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<b>LFD to HBA</b> N/A	<b>HBA to LFD</b> 1. Engine
--------------------------	--------------------------------



LFD to HBA	HBA to LFD
<p><b>ALERT 3</b></p> <p>Initial -</p> <p><b>ALERT 2</b></p>	<p>1. Task Force</p> <p>1. Battalion Chief</p> <p>Verbal notification from BHA to MFC to Batt 12 and 14.</p> <p>N/A</p>





**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / HNTB Corporation)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated June 2, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and HNTB Corporation (“Consultant”), a Delaware Corporation.

**R E C I T A L S**

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: design services for Taxiway A/C Extension/Construction projects.

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

**NOW, THEREFORE**, the parties agree as follows:

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

A. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. “Commencement Date”: June 2, 2025.

C. “Contract Administrator”: Stephanie Gunawan-Piraner or a duly authorized designee.

D. “Contract Limit”: \$3,345,260

E. “Executive Director”: John T. Hatanaka or a duly authorized designee.

F. “Expiration Date”: June 2, 2028.

G. “Federal Requirements” the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

I. “Indemnities”: the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

J. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit C.

K. “Services”: the tasks set forth in the attached Exhibit A.

L. “TBI”: TBI Airport Management, Inc.

## **2. Services.**

A. Consultant shall perform the Services on a Task Order basis. No work shall commence without a corresponding Task Order executed by the parties. No change to the scope of work, schedule, or compensation specified in a Task Order shall be valid unless authorized by a Task Order amendment executed by the parties.

B. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

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

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

## **3. Term.**

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated. The Authority shall have two options years by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

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

## **4. Compensation.**

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold

applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

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

**6. Airport Rules and Regulations.** Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

**7. 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 years after final payment under this Agreement.

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

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

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

**11. Indemnification.**

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold the Indemnitees harmless from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") to the extent caused by the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under Civil Code Section 2782.8(c).

B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, to the extent caused by the acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement except for such loss or damage arising from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the Authority, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith or in enforcing the indemnity herein provided.

C. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or the Indemnitees.

D. All duties of Consultant under this section shall survive termination or expiration of this Agreement.

**12. Insurance.** Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

**13. Suspension.** The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

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

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

Consultant  
HNTB Corporation  
6033 W. Century Blvd. Suite 1050  
Los Angeles, CA 90045  
Attn: Tony Fermelia  
E-mail: tfermelia@hntb.com

**15. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

**16. Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

**17. Exhibits.** Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

**18. 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.

**19. Incorporation of Task Orders.** Executed Task Orders are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of a Task Order, the provisions of this Agreement shall prevail.


**20. Counterpart Originals.** This Agreement may be executed in counterpart originals.

**21. Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**HNTB Corporation**

By:   
Print Name: C. YOGA CHANDRAW

☐ Chairperson ☐ President ☒ Vice President

By:   
Print Name: Bryan Lambkin

☐ Secretary ☒ Asst. Secretary  
☐ 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



**EXHIBIT A**  
**Scope of Services**



## Design Services for Various Pavement Improvement Projects Burbank Airport

[illegible]

Firm	Budget	XBE		
HNTB	\$ 2,091,930.20			
Lean	\$ 638,045.34	SBE		
VCA	\$ 164,378.68	SBE	DBE	
WES	\$ 126,664.00	SBE	DBE	
EMI	\$ 97,300.00	SBE	DBE	
Connico	\$ 44,192		DBE	
Fryman	\$ 27,500.00	SBE		
HNTB ODC	\$ 100,250.00			
Rushmore	\$ 55,000.00	SBE	DBE	DVBE
	\$ 3,345,260.22			

SBE	\$ 1,081,388.02	32%	
DBE	\$ 515,034.68	15%	18% Min Burbank Airport Goal
DVBE	\$ 55,000.00	2%	

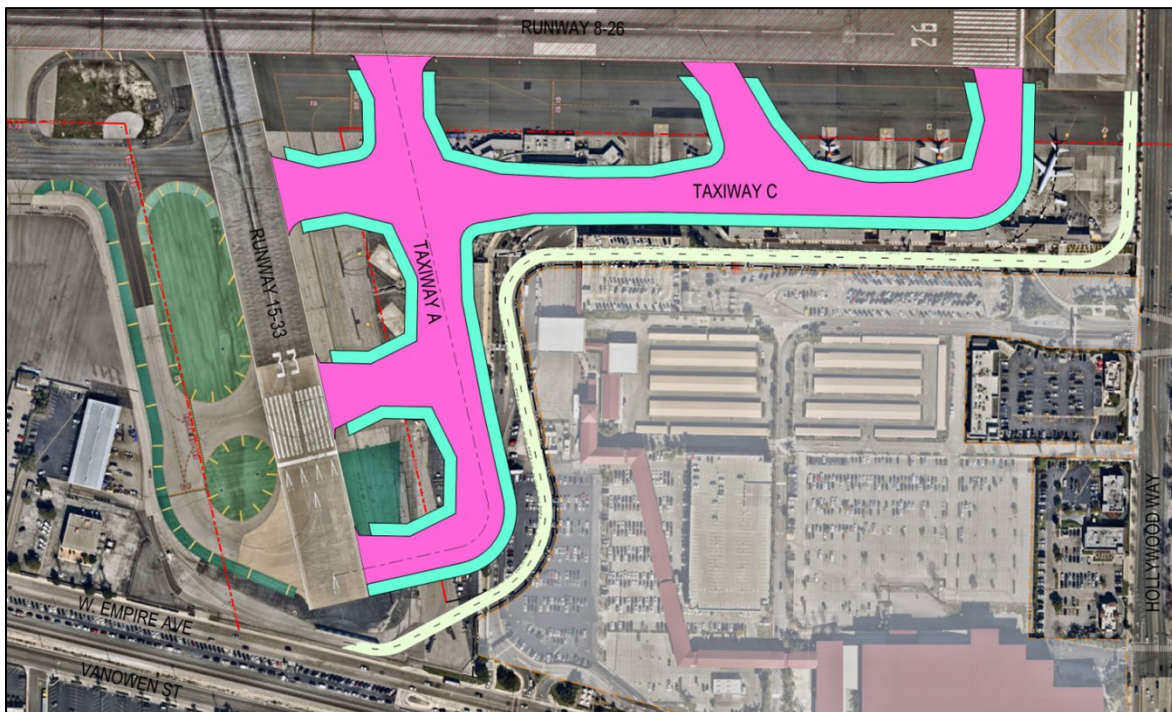
**EXHIBIT B**  
**Fee Schedule**

## INTRODUCTION

HNTB Corporation (Consultant) was selected to provide Airside Design Services through Request for RFP No. EN24-02 in August 2024. When the Replacement Passenger Terminal (RPT) is completed and in use, the Hollywood Burbank Airport will be required to demolish the existing terminal facility within 12 months. With the demolition of existing terminal, the airport to extend Taxiways A and C to provide full length, parallel taxiways that meet all FAA runway separation standards and eliminates back taxiway maneuvers that are currently required when north bound operations take place. The project includes the extension of Taxiway A from Runway 8-26 south to the Runway 33 threshold, and the extension of Taxiway C between Taxiway G and the Runway 26 threshold. This project will bring conformity, safety, and efficiency to the southeast quadrant of the airport by providing dedicated access to Runways 8-26 and 15-33. A portion of the project is located within the existing terminal and short-term parking garage footprint. The limits also border the Southeast Quadrant Landside Reconfiguration project. It is assumed that this project, with at anticipated construction cost in the range of between \$60M - \$80M, will be funded by the FAA via combination of grants including the Airport Improvement Program (AIP), Bipartisan Infrastructure Law (BIL), and Passenger Facility Charges (PFC) program. The goal is to advertise the project for bid in Q1-2027, have construction begin in Q3-2027, and complete in Q3-2028. The 2028 Summer Olympics will need to be considered as part of the construction phasing development.

See **Exhibit A** below.

The detailed scope of work is described in the following section.





## Exhibit A – Taxiways A and C Extensions Project Scope

# SCOPE OF WORK

## 1. PROJECT MANAGEMENT

Consultant will provide project management and coordination services needed to manage the efforts described in this scope of work (SOW). These services include:

### 1.1 Task Order Management

Consultant will manage the task order. Consultant will provide individuals with the experience and professional licenses in the areas described in this SOW to direct and manage the efforts, including contracting, resource scheduling and management, budgeting, and cost controls.

### 1.2 Bi-Weekly Status Meetings

Consultant will chair bi-weekly coordination virtual Teams meetings with the client throughout the duration of this task order. Consultant will prepare an agenda prior to each meeting and will subsequently record and prepare brief meeting minutes reflecting the major topics of discussions.

### 1.3 Subconsultant Coordination

Consultant will procure outside services from its Project Team required to complete the work included in this task order. Consultant will be responsible for the management of the Project Team, including communications, delivery management, contracting, and invoicing. Anticipated subconsultants include:

- Earth Mechanics, Inc. (EMI) – Geotechnical
- Wagner Engineering & Survey, Inc. (WES) – Survey Services
- Connico, Inc. – Cost Estimating
- Lean Technology Corporation – Airfield Lighting Signage and NAVAIDS
- VCA Engineers, Inc. – Civil Support
- Rushmore – Utility Locates, potholing
- Fryman Management – Traffic control

### 1.4 Monthly Schedule Updates:

Consultant will develop and maintain a project schedule which tracks the progress of the assignment. Schedule updates will be completed on a monthly basis and will be made available for client review at regular design progress meetings.

### 1.5 Document Control

Consultant will maintain a system to track and file all project related correspondence and other material. Further, consultant will provide personnel to assist the project team with related administrative and clerical tasks.

### 1.6 Quality Control Plan Development:

Consultant will develop a quality control plan specific to the project assignment which identifies the specific deliverables, assigns review responsibilities and establishes review procedures. The Quality Control plan will be updated throughout the project to maintain a log of all the quality reviews and may be made available to the client upon request.

### 1.7 Project Administration

Consultant will develop and maintain a project budget system to monitor internal and external labor and expenses for the work included as part of this task order. Consultant will prepare compiled invoices per Burbank Airport standards, including the required contract compliance reporting, on a monthly basis.

## 2. STAKEHOLDER COORDINATION

The project will require close coordination with stakeholders in order to review potential alternatives and confirm design criteria. This effort is expected to include the following:

### 2.1 BUR Coordination

It is anticipated that the proposed project will require close coordination with several departments within Burbank Airport. Consultant will engage BUR as directed through the duration of this task order to collect relevant design criteria and develop consensus around proposed design. It is anticipated that this effort will require close coordination with the following BUR Departments:

- Airfield Operations (Ops) -assumed 6 meetings
- Planning and Engineering Group – assumed 2 meetings
- Maintenance – assumed 2 meetings
- Associated Tenants and Airlines – assumed 2 meetings

It is assumed that the Consultant will have a minimum of two (2) attendees at each meeting with periodic attendance from Lean Technology Corp when topics include electrical coordination issues.

It is assumed that Consultant would support Burbank's Project Management team with preparation activities for this meeting including graphics, data and agenda preparation. The consultant will provide meeting minutes. It is assumed that the each meeting would last approximately 1 hours and the preparation time and poste meeting time would be 4 hours.

## 2.2 Adjacent and Concurrent Projects

At the beginning and throughout the duration of the project, Consultant will participate in monthly coordination meetings with the Replacement Passenger Terminal Design-Build team (Holder-Pankow-TEC Joint Venture). Consultant will prepare an agenda for each meeting, record and prepare meeting minutes reflecting the major topics of discussions and track all action items in a log.

## 2.3 Authorities Having Jurisdiction

It is anticipated that the proposed project will require close coordination with several federal and local authorities having jurisdiction (AHJ). Consultant will prepare preliminary plans and exhibits, and chair one (1) meeting as directed to collect relevant design criteria and develop consensus. It is anticipated that this effort will require close coordination with the following AHJs:

- Federal Aviation Administration (FAA)
- City of Burbank: Including designing in conformance with the Development Agreement between the City of Burbank and the Burbank-Glendale Pasadena Airport Authority for the Replacement Terminal Project
- LA County Public Works (Storm Water Quality)
- State Water Resources Quality Control Board (SWRCB)

## 3. DATA COLLECTION

Consultant will collect existing conditions data within the project site to support the design effort. Pertinent and readily available record drawings geotechnical investigations, and utility information will be identified and obtained from BUR. For all data collection efforts on the AOA, it is assumed that airport staff will provide escorting and that no badging or driving training will be required. For work in landside areas traffic control measures and temporary lane closures will be required for work within airport roadways. It is assumed all site work will be performed at night and the Consultant is responsible for providing their own lighting.

### 3.1 Conduct Topographic Ground Survey

Consultant, through its subconsultant, WES, will conduct a detailed topographic ground survey of existing pavement, utilities, drainage features, lights, signs, structures, pavement markings, and other topographic features for the project. Some of the survey will have to occur at night under the escort of Airport Operations or Engineering. Surveying will be performed on a 50-foot grid on taxiway and shoulder asphalt surfaces and at all PCC joints for concrete surfaces. The survey effort will include the development of a survey control plan with vertical datum, basis of bearing, and benchmarks. The survey will tie in surface and utility features including visible values, fence limits, and manholes. An AutoCAD Civil 3D DTM file will be developed to capture the existing surface conditions.

### 3.2 Geotechnical Investigation

Consultant, through its subconsultant, EMI, will conduct geotechnical investigation and perform the requisite tests and prepare a site-specific report. Investigation and tests will be performed in accordance with the FAA Advisory Circular AC 150-5320-6G, Airport Pavement Design and Evaluation. These are expected to include the following tests:

- **Soil Properties:** Consultant will provide soil testing to determine the characteristics of the underlying soils to make soil bearing recommendations. The results will be documented in a geotechnical report. It is assumed that the site will be accessible to truck-mounted field equipment during night hours. Consultant will prepare and submit FAA Form 7460 for approval of equipment at least 45 days prior to the scheduled geotechnical investigation. Subsurface exploration consists of 19 hollow-stem auger borings to depths of up to approximately 10 feet for borings for the Taxiway A & C extensions. In each of the borings, DCP (Dynamic Cone Penetration) testing is used to measure strength of in-situ soil and the thickness and location of subsurface soil layers. In addition, five (5) borings will be completed for the service road extensions California Bearing Ratio (CBR) will be provided for up to 6 of the samples. Testing will include both laboratory and field CBR testing. Testing will include moistures content/dry density, index tests (particle size analysis - #200 sieve, or Atterberg limits), compaction, corrosion, and expansion index tests. Prior to soil drilling pavement coring will be used to obtain samples of the pavement surfacing and base materials. It is assumed that twelve (12) additional pavement cores will be obtained at additional obtains to help document existing pavement conditions. The type and thickness of the surfacing and base materials will be photographed and recorded in the geotechnical report.
- **Soil Contamination:** Analytical laboratory testing will be performed on up to 2 composite samples and will include testing for VOCs, TPHs, and Title 22 Metals. Testing will be performed on the surface sample and the remaining samples will be held pending the results. If staining, odors, or PID readings are observed, the most impacted sample from each boring will be selected for VOCs and TPHs analysis.

### 3.3 Utility Locating Effort

Consultant will prepare a proposed utility locating plan that will identify critical utilities within the project site requiring better location data. This may include potential tie-in locations or conflicts. This item assumes that twenty-five (25) potholes to a maximum depth of 10 feet will be excavated to locate existing utilities of concern within the project limits. Prior to potholing ground penetrating radar (GPR) will be used to confirm horizontal location of utilities and to limit the number of dry holes. Consultant will contract with a specialty firm to complete vacuum excavations to field locate the requested utilities. The results of the field investigation will be documented and surveyed for inclusion in the plan set. Consultant will coordinate with BUR and schedule utility locating efforts outside the moratorium for all trenching activities.

### 3.4 Conduct Electrical Circuit Investigation

An accurate routing of the various cables is required to assure all facilities are included in the design and depicted correctly on construction plans. Consultant will conduct field reconnaissance to document existing airfield circuiting at the project site. The conditions will be documented with field photographs keyed to a site plan overlaying the survey and topographic information, and butterfly diagrams depicting the size and number of conduits and available circuit data for each accessible manhole within the project site. It is assumed that the Airport's Electrician will be an active participant in the electrical field investigation effort and will provide the necessary equipment to allow the investigation to take place effectively. The Airport Electrician will provide escort, provide mobile light plant, equipment to access manholes including pry bars, ladders, pumps to remove any residual water, confined space permit/approvals, etc.

### 3.5 As Built and Record Drawing Review

Consultant will collect and review readily available as-built information for the project area. BUR to provide digital copies of relevant reports and record drawings. This includes recent APMS reports, maintenance records, drainage reports and CAD files of available record drawings. All records used in the develop of the project base files will be logged and tabulated within the Basis of Design (BOD) report. Consultant may rely on any documents, information, and materials provided by or through BUR.

## 4. 30% PRELIMINARY DESIGN DOCUMENT

Consultant will prepare a 30% preliminary design submittal.

### 4.1 Analysis and Calculations

Consultant will complete the following analysis and calculations in support of the 30% Design Deliverable:

#### 4.1.1 Hydrology

This task will consist of calculating the storm drainage and/or subsurface drainage systems. The Hydrology will be developed based on proposed 30% grading. Drainage design will be completed in accordance with the FAA drainage criteria, standard engineering practices, and local requirements. It is anticipated the following primary tasks will be required:

- Calculate drainage basin areas impacted by the project.
- Determine new inlet and culvert sizes and capacities.
- Determine required BMP and LID options/requirements. It is assumed that the infiltration of storm water at the airport is not feasible. BMP will be limited to the installation of hydrodynamic separators at the project outfall locations.
- Prepare drainage report to be included in the BOD.

#### 4.1.2 Airfield Lighting Systems

The Consultant will establish the electrical distribution layouts and equipment necessary to meet FAA criteria and standards and to ensure the design complies with the National Electrical Code. This will include single line diagrams and load calculations for each circuit.

#### 4.1.3 Review Taxiway Naming Convention

The Consultant will establish proposed naming conventions for taxiways. As part of the review Consultant shall review FAA Engineering Brief No. 89A to ensure taxiway nomenclature for taxiways and connectors are appropriate under the latest guidance

#### 4.1.4 Conduct Preliminary Pavement Analyses.

The Consultant will conduct a preliminary pavement design analysis to develop alternative pavement section options available for the airfield pavements, including both PCC and AC. The alternative sections will be evaluated based on cost, constructability, and durability to select the preferred pavement section for the project. The Consultant will prepare Rough Order of Magnitude (ROM) cost for each alternative. The pavement analysis will be conducted using the FAA's FAARFIELD design software program. At the 30% design level, the preliminary pavement analyses will be based on historical geotechnical and pavement data.

### 4.2 Construction Phasing Concept

In coordination with BUR, Airport Operations, and the local FAA Airport Traffic Controllers, the Consultant will develop preliminary construction phasing concepts for the project. Consultant will have at least two (2) coordination meetings with the with the landside consultant team and the associated PM/CM. The phasing plan will address aircraft taxi routes and other operational considerations such as construction access and staging areas. It is assumed that there will be one (1) phasing workshop held with the BUR staff and the stakeholders to initially present the phasing concepts and one (1) follow up workshop to present updates for confirmation. Various phasing alternatives will be drafted, evaluated, and discussed. The workshop will present alternatives for refinement. It is assumed the preferred alternative will be identified at the phasing workshop which will be carried through in the design. The consultant will assist the Airport by conducting meetings with BUR OPS, FAA personnel, airlines, and other stakeholders to discuss tentative timing of Runway closures and impact on the operators and users.

### 4.3 Enabling/Concurrent Project Analysis

Consultant will identify and evaluate applicable enabling projects and early-enabling work necessary to construct the Taxiways A and C Extensions project. The analysis will include enabling project elements, project interface, value engineering alternatives, viable resolutions, and recommendations. This effort is planning level analysis of those enabling project elements



pertinent to this project, including programmatic scheduling. This analysis will be included as a section within the BOD. Enabling projects currently identified include:

- Replacement Passenger Terminal (RPT)
- Landside Roadway Program

#### 4.4 Develop Preliminary Design Drawings

Consultant will prepare 1:40 scale drawings utilizing current BUR CADD standards. It is anticipated that the plan set will include the following sheets:

Sheet Title	Count	30%	60/90/100%
<b>General</b>			
COVER SHEET AND SHEET INDEX	1	x	x
GENERAL NOTES	1	x	x
ABBREVIATIONS AND LEGEND	1	x	x
SURVEY CONTROL	1	x	x
GENERAL PROJECT DESCRIPTION AND KEY MAP	1	x	x
SOIL BORING LOCATION PLAN	1	x	x
SOIL BORING LOGS	4		x
SAFETY AND SECURITY PROVISIONS	2	x	x
HEIGHT RESTRICTION PLAN	2		x
<b>Phasing</b>			
GENERAL CONSTRUCTION SEQUENCING REQUIREMENTS	1	x	x
CONSTRUCTION SEQUENCING SCHEDULE AND DIAGRAM	1	x	x
CONTRACTOR STAGING AND LAYDOWN AREA	2	x	x
OVERALL CONSTRUCTION SEQUENCING PLAN	1	x	x
CONSTRUCTION SEQUENCING PLANS	14	x	x
CONSTRUCTION SEQUENCING DETAILS	4	x	x
TEMPORARY AOA FENCE PLAN	2	x	x
TEMPORARY AOA FENCE DETAILS	1	x	x
TEMPORARY ELECTRICAL PLAN	8		x
TEMPORARY ELECTRICAL DETAILS	2		x
<b>Civil</b>			
OVERALL EXISTING CONDITIONS PLAN	1	x	x
EXISTING CONDITIONS PLAN	4	x	x
TEMPORARY EROSION AND SEDIMENT CONTROL	2		x

Sheet Title	Count	30%	60/90/100%
TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS	2		X
RECORD DRAWING INDEX	1	X	X
OVERALL DEMOLITION AND REMOVALS PLAN	1	X	X
DEMOLITION AND REMOVALS PLAN	8	X	X
EXISTING PAVEMENT SECTIONS AND DEMOLITION DETAILS	6	X	X
UTILITY DEMOLITION AND REMOVALS PLAN	8	X	X
UTILITY DEMOLITION DETAILS	2		X
OVERALL HORIZONTAL CONTROL PLAN	1	X	X
HORIZONTAL CONTROL PLAN	8	X	X
TAXIWAY PROFILES	4		X
TAXIWAY CROSS SECTIONS	4		X
OVERALL GRADING AND DRAINAGE PLAN	1	X	X
GRADING AND DRAINAGE PLAN	8	X	X
DRAINAGE PROFILES	2		X
DRAINAGE DETAILS	2	X	X
OVERALL PAVEMENT PLAN	1	X	X
PAVEMENT PLAN	8	X	X
TYPICAL PAVEMENT SECTIONS	2	X	X
PAVEMENT DETAILS	2	X	X
AOA FENCING PLANS (ultimate location)	4	X	X
AOA FENCING DETAILS	2	X	X
PAVEMENT MARKING PLAN	8	X	X
PAVEMENT MARKING DETAILS	4	X	X
<b>Electrical</b>			
GENERAL ELECTRICAL NOTES AND ABBREVIATIONS	1	X	X
GENERAL ELECTRICAL EQUIPMENT SCHEDULES	1	X	X
ELECTRICAL SYMBOL LIST AND SPECIAL NOTES	1	X	X
OVERALL ELECTRICAL DEMOLITION AND REMOVALS PLAN	1	X	X
ELECTRICAL DEMOLITION AND REMOVALS PLAN	8	X	X
ELECTRICAL DEMOLITION DETAILS	4	X	X
BUTTERFLY DIAGRAMS	10		X
OVERALL AIRFIELD ELECTRICAL PLAN	1	X	X
AIRFIELD ELECTRICAL PLAN	4	X	X

Sheet Title	Count	30%	60/90/100%
AIRFIELD ELECTRICAL DETAILS	6	X	X
AIRFIELD CIRCUITING ROUTING PLAN	10		X
AIRFIELD CIRCUITING SINGLE-LINE DIAGRAM	3		X
OVERALL AIRFIELD SIGNAGE PLAN	1	X	X
AIRFIELD SIGNAGE PLAN	4	X	X
AIRFIELD SIGNAGE DETAILS	2	X	X
OVERALL COMMUNICATION PLAN	1	X	X
COMMUNICATIONS PLANS	4	X	X
COMMUNICATIONS DETAILS	4	X	X
COMMUNICATIONS NETWORK DIAGRAMS	4		X
REIL RWY 33 PLANS AND DETAILS	2		X
PAPI RWY 33 PLANS AND DETAILS	2		X
<b>TOTAL SHEETS</b>			

#### 4.5 Prepare Technical Specifications Outline

The Consultant will prepare an outline of the Technical Specifications. The technical specifications will follow the FAA and Greenbook standards for construction materials and also consider materials used at BUR.

#### 4.6 Prepare Preliminary Quantity Take-offs and Cost Estimate

Consultant to complete quantity take-offs and develop estimate of probable construction costs based on preliminary design documents. This cost estimate will be based on recent bid sheets and include a contingency for future design development.

#### 4.7 Preliminary Engineer's Report

The Basis of Design Report will be updated to a Preliminary Engineer's Report in concert with the 30% submittal. The Consultant will include design criteria, geotechnical information, existing conditions, pavement design, geometry, electrical, phasing, permitting, and a construction schedule. The preliminary engineers report shall define naming convention for taxiways under Engineering Brief No. 89A to ensure that nomenclature for taxiway and connectors are appropriate under the latest guidance. The Preliminary Engineer's Report will include a lifecycle cost analysis that shall consider factors such as, at minimum construction cost, design life and anticipated maintenance cost. The Preliminary Engineer's Report will include any suggested deviations or modifications associated with the FAA design criteria.

#### 4.8 QA/QC Review

Prior to submittal to BUR, Consultant will complete a QA/QC review of the 30% preliminary design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. A digital record of the QA/QC will be logged and made available to the client upon request.

#### 4.9 Submittal of 30% Design Documents

Consultant will submit the following deliverables to BUR:

- Preliminary Design Plans – PDF format, including CADD files.
- Specifications Outline – PDF and Word format
- Estimate of Probable Construction Cost – PDF and Excel format
- Preliminary Engineer's Report – PDF and Word format

### 5. 60% DETAILED DESIGN DOCUMENTS

Consultant will prepare a detailed design development submittal. This will include the following tasks:

#### 5.1 Comment Resolution

BUR will review deliverables and provide comments to the consultant within two (2) weeks of the 30% submittal. Comments will be provided in digital form, either in a marked-up PDF or a tabulated list of comments. An over-the-shoulder review of the deliverables will occur to review the comments with the client. The consultant will log all the comments and provide responses via Bluebeam or in a comment matrix.

#### 5.2 Analysis and Calculations

Consultant will complete the following analysis and calculations in support of the 60% Design Deliverable:

##### 5.2.1 Hydrology

This task will consist of updating the initial calculations for the storm drainage and/or subsurface drainage systems. The Hydrology will be updated based on revised grading for the project. Drainage design will be completed in accordance with the FAA drainage criteria, standard engineering practices, and local requirements. It is anticipated the following primary tasks will be required:

- Update drainage basin areas impacted by the project
- Update new inlet and culvert sizes and capacities
- Update drainage report

### 5.2.2 Electrical Load Calculations

The Consultant update the initial electrical distribution layouts and equipment necessary to meet FAA criteria and standards and to ensure the design complies with the National Electrical Code. This will include single line diagrams and load calculations for each circuit.

### 5.2.3 Pavement Alternatives

Under the 30% design task order, an initial pavement section was developed. As the design progresses it is anticipated that the Consultant will conduct an additional pavement design analysis to develop alternative pavement section options available for the airfield pavements. The alternative sections will be evaluated based on cost, constructability, and durability to select the preferred pavement section for the project. The pavement analysis will be conducted using the FAA's FAARFIELD design software program.

## 5.3 Preliminary Construction Schedule

Consultant will develop a preliminary construction schedule using average production rates. This schedule will be reviewed by BUR and the project team to inform the durations shown in the detailed phasing plan.

## 5.4 Develop Detailed Design Drawings

Consultant will prepare Detailed Design plans. Refer to Section 4.4 - Plans for a detailed list of anticipated sheets.

## 5.5 Draft Technical Specifications

Consultant will prepare draft Technical Specifications for the scope of work. BUR will provide a current copy of the Front-End General Conditions for reference. The specifications will be developed in accordance with BUR standard specifications and the current copy of the FAA's advisory circular pertaining to standards for airport construction.

## 5.6 Prepare 60% Quantity Take-offs and Cost Estimate

Consultant to complete quantity take-offs and develop estimate of probable construction costs based on detailed design documents. This cost estimate will be based on recent bid sheets and include a contingency for future design development.

## 5.7 Update Preliminary Engineer's Report

Update the Preliminary Engineer's Report in concert with the detailed design submittal. The Consultant will include design criteria, existing conditions, deviations or modifications associated with airport standards, construction phasing, and a construction schedule.

## 5.8 Preliminary Construction Safety and Phasing Plan (CSPP)

Consultant will prepare a preliminary Construction Safety and Phasing Plan. Consultant will coordinate closely with BUR, ATCT and FAA ADO when developing the Preliminary CSPP. The initial CSPP will be submitted to BUR and the FAA ADO for review and comment. This initial CSPP is draft in nature and is not intended to be a final submission for approval, rather the first step in the development of the project CSPP.

## 5.9 QA/QC Review

Prior to submittal to BUR, Consultant will complete a QA/QC review of the design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. A digital record of the QA/QC will be logged and made available to the client upon request.

## 5.10 Submittal of 60% Design Documents

Consultant will submit the following deliverables to BUR:

- 60% Design Plans – PDF format, including CADD files.
- 60% Draft Specifications – PDF and Word format
- 60% Draft Engineer's Report – PDF and Word format
- 60% Draft Estimate of Probable Construction Cost – PDF and Excel format
- Draft CSPP – PDF and Word Format

## 5.11 Prepare 60% Independent Cost Estimate

An independent cost estimator will be engaged to prepare a separate cost estimate for comparison to the design team's estimate and quantity take-offs. Consultant will develop a consolidated estimate that incorporates HNTB's original estimate and independent cost estimator's calculations.

## 5.12 Authorities Having Jurisdiction (AHJ) Reviews

Consultant will schedule a review meeting with each of the authorities having jurisdiction over the scope of the project to ensure compliance with required standards and to confirm project scope. It is assumed that the following authorities will be met with as part of this effort:

- FAA
- City of Burbank
- LA County Storm Water Quality

For the City of Burbank, if there are conditions of approvals related to the proposed taxiway construction, Consultant will document the resolution and submit to City of Burbank for approval.

## 6. 90% DESIGN DOCUMENTS

Consultant will prepare a 90% design development submittal. This will include the following tasks:

### 6.1 Comment Resolution

BUR will review deliverables and provide comments to the consultant within two (2) weeks of the 60% submittal. Comments will be provided in digital form, either in a marked-up PDF or a tabulated list of comments. An over-the-shoulder review of the deliverables will occur to review the comments with the client. The consultant will log all the comments and provide responses via Bluebeam or in a comment matrix.

### 6.2 Analysis and Calculations

Consultant will advance the analysis prepared in the prior design efforts. This will include pavement, hydrology, and electrical. Analysis will be recorded and included in the Engineer's Report.

### 6.3 Develop 90% Design Drawings

Consultant will prepare 90% design plans. Refer to Section 5.4 - Plans for a detailed list of anticipated sheets.

### 6.4 Develop 90% Specifications

Consultant will prepare suggested modifications and edits to the Front-End General Conditions. The specifications will be developed in accordance with BUR standard specifications and the current copy of the FAA's advisory circular pertaining to standards for airport construction.

### 6.5 Prepare 90% Quantity Take-offs and Cost Estimate

Consultant to complete quantity take-offs and develop estimate of probable construction costs based on preliminary design documents. This cost estimate will be based on recent bid sheets and include a contingency for future design development.

### 6.6 Develop 90% Engineer's Report

Update the draft engineer's report in concert with the 90% submittal. The Consultant will include design criteria, geotechnical information, existing conditions, pavement design, geometry, electrical, phasing, permitting, construction schedule, and deviations or modifications associated with the FAA design criteria.

### 6.7 Final Construction Safety and Phasing Plan (CSPP)

Based on the results of the ADO and ATCT reviews of the preliminary CSPP, Consultant will prepare a Final Construction Safety and Phasing Plan per FAA guidelines. CSPP will include input from ADO and ATCT phasing comments and will be reviewed by and approved by BUR and the project team prior to formal submittal.



## 6.8 QA/QC Review

Prior to submittal to BUR, Consultant will complete a QA/QC review of the design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. A digital record of the QA/QC will be logged and made available to the client upon request.

## 6.9 Submittal of 90% Design Documents

Consultant will submit the following deliverables to BUR:

- 90% Design Plans – PDF format, including CADD files.
- 90% Draft Specifications – PDF and Word format
- 90% Draft Engineer's Report – PDF and Word format
- 90% Draft Estimate of Probable Construction Cost – PDF and Excel format
- Final CSPP – PDF and Word Format

## 6.10 Prepare 90% Independent Cost Estimate

An independent cost estimator will be engaged to prepare a separate cost estimate for comparison to the design team's estimate and quantity take-offs. Consultant will develop a consolidated estimate that incorporates HNTB original estimate and independent cost estimator's calculations.

## 6.11 Submit to AHJ for Plan Check Approval

Consultant shall assemble permit packages for the authorities having jurisdiction and submit for plan check review. It is assumed that the following plan check will be included to County BOS/LID approval required as part of this effort.

# 7. FINAL (100%) DESIGN DOCUMENTS

## 7.1 Comment Resolution

BUR will review deliverables and provide comments to the consultant within two (2) weeks of the 60% submittal. Comments will be provided in digital form, either in a marked-up PDF or a tabulated list of comments. An over-the-shoulder review of the deliverables will occur to review the comments with the client. The consultant will log all the comments and provide responses via Bluebeam or in a comment matrix.

## 7.2 Final Design Drawings

Consultant will prepare final design plans. Refer to Section 5.4 - Plans for a detailed list of anticipated sheets.

### 7.3 Final Technical Specifications

Consultant will prepare Final Technical Specifications for the scope of work. BUR will provide a current copy of the Front-End General Conditions for reference. BUR will develop the front specifications and bid forms.

### 7.4 Prepare Final Schedule of Work and Prices

Consultant to complete quantity take-offs and develop estimate of probable construction costs based on final design documents. This will act as the Engineer's Estimate and will be used as the bid sheet for the procurement of the construction.

### 7.5 Final Engineer's Report

Update the draft engineer's report in concert with the 100% submittal. The Consultant will include design criteria, geotechnical information, existing conditions, pavement design, geometry, electrical, phasing, permitting, construction schedule, and deviations or modifications associated with the FAA design criteria.

### 7.6 QA/QC Review

Prior to submittal to BUR Consultant will complete a QA/QC review of the design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. A digital record of the QA/QC will be logged and made available to the client upon request.

### 7.7 Submittal of Final Design Documents

Consultant will submit the Final design submittal to BUR for issuance.

Consultant will submit the following deliverables to BUR:

- Final Design Plans – PDF format, including CADD files.
- Final Specifications – PDF and Word format
- Final Estimate of Probable Construction Cost – PDF and Excel format

## 8. BID SUPPORT SERVICES

Following submission of the Final Design documents, consultant will assist in the assembly of the final RFP Documents. BUR will lead this effort, but will require consultant participation in the following areas:

### 8.1 Pre-Bid Meeting

Consultant will prepare a pre-bid conference presentation detailing the scope, proposed phasing, and key considerations. Consultant will attend pre-bid conference and support BUR as requested.

### 8.2 Respond to Bidder Questions

Consultant will review and provide proposed responses to all questions received on the bid documents during the prescribed bid period and will support BUR in preparing formal

responses. All responses will come directly from BUR and be issued via the formal procurement process.

### 8.3 Prepare Addendum

As required, consultant will issue addendums to the bid documents to capture design changes necessitated by questions from the contractor community. It is assumed no more than two (2) addendums will be required. It is expected that addendums will impact the plans, specifications and the Schedule of Work and Prices (SWP). Prior to submittal to BUR, Consultant will complete a QA/QC review of the addendum design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. Deliverable will be digital only and delivered to BUR for dissemination to the contractors.

### 8.4 Prepare Conformed Set

Consultant will prepare an issued for construction set of documents which conforms any issued addendums in the plans and specs. Prior to submittal to BUR, Consultant will complete a QA/QC review of the IFC design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables.

### 8.5 Air Traffic Organization (ATO) SRMP

The FAA SRM process is intended to chair a Safety Risk Management Panel (SRMP) after design to discuss the implementation of the construction changes. Consultant will prepare a power point presentation detailing the scope and proposed phasing of the project for use at the safety risk management panel. Consultant will attend the safety risk management panel, assumed to be no more than 8 hours held at BUR. After the panel, consultant will be asked to review and provide comments on draft SRMP meeting records. Consultant will incorporate any changes to the CSPP resulting from the SRMP and update the project documents.

## SCHEDULE

A detailed schedule is attached to this scope of work. This scope of work was developed assuming the following milestones:

- Anticipated Notice to Proceed (NTP) on
- 15% Design Deliverable: **NTP + 30 Calendar Days**
- 30% Design Deliverable: **NTP + 120 Calendar Days**
- 60% Design Deliverable: **NTP + 180 Calendar Days**
- 90% Design Deliverable: **NTP + 240 Calendar Days**
- Final Design Deliverable: **NTP + 280 Calendar Days**
- Bid Support: **5 Weeks**

## ASSUMPTIONS AND EXCLUSIONS

The following assumptions and or exclusions were made in the development of this scope:

1. It is assumed that Terminal Design Builder – HPTJV will leave this site clean, as in no foundations or utilities that will have to be relocated or removed by the Taxiway A&C Consultant. Consultant will coordinate with the HPTJV team to determine with utilities need to remain and/or removed. HPTJV will responsible for the design, removal and/or relocation of the utilities under the existing terminal.
2. It is anticipated that the existing terminal demolition activities will be completed by the HPTJV in Oct 2027. This scope assumes that final demolition plans will be available for our review and use prior to the 90% Taxiway A &C submittal. Scope assumes that final demolition will consistent with the final demolition plans. This scope does not assume any rework or modification will be required after the terminal demolition is completed
3. This scope assumes a single design package. Multiple design packages and or the use of additive alternatives will result in additional design effort that is not included in this scope of work.
4. It is assumed that NAVAIDS scope will be limited to the REIL and PAPI for Runway 33 scope. .
5. Additional work not covered within this task order will be issued as subsequent task-orders or an amendment to this task order. Change to the scope within this task order will be issued as an amendment. Any changes to this scope of services will be negotiated and agreed upon in writing prior to proceeding with work.
6. No investigation of hazardous materials.
7. No badging or AOA driver training required. Airport Engineering staff will provide escorts for field data collection.
8. Environmental clearance for accomplishing the field work, if required, will be obtained by others. Archaeological, cultural, and biological reviews or studies, if required, will be performed by others.
9. All field work and site investigations will be performed during the nighttime from 11 pm to 6 am on weekdays.

## **EXHIBIT C**

### **Insurance Requirements**

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.



## **EXHIBIT D**

### **AIP Project Federal Requirements**

References in this Exhibit to “Contractor” shall be deemed to refer to Consultant. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

#### **1. Access to Records and Reports**

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **2. Breach of Contract Terms**

A. Any violation or breach of terms of this contract on the part of Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

B. The Authority will provide Consultant written notice that describes the nature of the breach and corrective actions Consultant must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Consultant until such time as Consultant corrects the breach or the Authority elects to terminate the contract. The Authority’s notice will identify a specific date by which Consultant must correct the breach. The Authority may proceed with termination of the contract if Consultant fails to correct the breach by the deadline indicated in the Authority’s notice.

C. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **3. 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.

#### **4. 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.

## **5. Clean Air and Water Pollution Control**

A. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

B. Consultant must include this requirement in all subcontracts that exceed \$150,000.

## **6. Contract Workhours and Safety Standards Act Requirements**

### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

7. **Copeland “Anti-Kickback” Act**

Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Authority, a weekly statement on the

wages paid to each employee performing on covered work during the prior week. The Authority must report any violations of the Act to the Federal Aviation Administration.

## **8. Davis-Bacon Requirements**

### **1. Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon



prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a

party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless

the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7.

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

9. **Certification of Offeror/Bidder Regarding Debarment**

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

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

10. **Disadvantaged Business Enterprises**

A. Contract Assurance (49 CFR § 26.13) – The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

B. Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

1. The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprises section of the solicitation for this Agreement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Authority. Unless the Authority's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

3. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

4. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE

subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

5. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

6. In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## **11. Distracted Driving**

A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

B. In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **12. Equal Employment Opportunity (EEO)**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for



employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **13. Equal Employment Opportunity Specifications**

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. “Minority” includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the

EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and

female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf

of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **14. Domestic Preferences for Procurements**

The offeror certifies by signing and submitting this proposal that, to the greatest extent practicable, the offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

#### **15. Federal Fair Labor Standards Act**

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

B. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **16. Prohibition of Segregated Facilities**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### **17. Occupational Safety and Health Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The



employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

Consultant and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**19. Termination of Contract**

**A. Termination for Convenience.**

1. The Authority may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**B. Termination for Cause.**

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective

date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. Termination by Authority: The Authority may terminate this Agreement for cause in whole or in part, for the failure of Consultant to:

1. Perform the services within the time specified in this contract or by the Authority approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the services; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

Upon receipt of the notice of termination, Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

b. Termination by Consultant: Consultant may terminate this Agreement for cause in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than 180 days due to reasons beyond the control of Consultant.

Upon receipt of a notice of termination from Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Consultant cannot reach mutual agreement on the termination settlement, Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, Consultant is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **20. Veteran's Preference**

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.