



November 12, 2020

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 Monday, November 16, 2020, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Commission or staff may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, members of the public may observe and participate in the meeting telephonically through the following number:

Dial In: (978) 990-5000

Access Code: 880737#

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

REGULAR MEETING  
OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
Airport Skyroom  
Monday, November 16, 2020  
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 five 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, November 16, 2020

1. Approval of Agenda
2. Public Comment
3. Approval of Minutes

a. October 19, 2020

GGYY'dUf Y%Q

- ## 4. Contracts and Leases

a. Design Services - Replacement Airfield Lighting Vault

- "Staff report attached

**GGYYdU Y' Q**

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- b. Transit Systems UNLTD., INC. Contract

- ""Staff report attached

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5. Items for Information

a. Committee Pending Items

***[See page 7]***

6. Adjournment

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

**MONDAY, OCTOBER 19, 2020**

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 8:31 a.m., by Commissioner Devine.

**ROLL CALL**

**Present:** Commissioners Devine and Kennedy (via teleconference) and Brown

**Absent:** None

**Also Present:** John Hatanaka, Senior Deputy Executive Director; Scott Kimball, Deputy Executive Director, Business and Properties, SMS, Procurement, and Operations; Ray Hunting, Manager, Airport Security

**1. Approval of Agenda** The agenda was approved as submitted.

**2. Public Comment** There were no public comments.

**3. Approval of Minutes**

**a. October 5, 2020** Commissioner Kennedy (via teleconference) moved approval of the minutes of the October 5, 2020 meeting seconded by Commissioner Brown. There being no objection the motion was approved (3-0).

**4. Contracts and Leases**

**a. Allied Universal Contract Amendments**

Staff sought a Committee recommendation to the Commission to approve the proposed amendments to the contracts with Universal Protection Service LP dba Allied Universal for airport security/traffic control services and airport consumer item inspection services.

The proposed amendments address staffing needs due to the impacts of COVID-19 and extend the term of each contract by one-year. The compensation limit for the extension period will be \$974,413 for the airport security/traffic control services contract and \$113,568 for the airport consumer item inspection services contract. The latter service is fully reimbursable by the in-terminal concessionaires.

**Motion**

Commissioner Kennedy (via teleconference) moved approval of Staff's recommendation, seconded by Commissioner Brown.

**Motion Approved**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

**5. Items for Information**

**a. MV Transportation**

Staff provided an update to the Committee on the results of the negotiations with MV Transportation and informed the Committee that Staff will return at a later date with alternate plans for the on-call shuttle service with a company able to meet the Airports needs and costs.

**b. Committee Pending Items**

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

**6. Adjournment**

There being no further business, the meeting adjourned at 8:48 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
NOVEMBER 16, 2020**

**DESIGN SERVICES  
REPLACEMENT AIRFIELD LIGHTING VAULT**

**SUMMARY**

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to resume design services for the replacement Airfield Lighting Vault (“ALV”) under the terms of an existing Professional Services Agreement (“Agreement”) with Lean Engineering (“Lean”). The Commission approved the award of the Agreement to Lean on February 18, 2020. The design had advanced to approximately 30% when, on March 30, 2020, due to the impacts of the COVID-19 pandemic and the uncertainty of available Airport Improvement Program (“AIP”) federal funding or Passenger Facility Charge (“PFC”) revenues, Staff issued Lean a notice to suspend activities.

Subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for its meeting immediately following the Committee’s meeting.

**BACKGROUND**

The following is a summary of the information provided to the Commission for its consideration last February.

The ALV, originally constructed in 1984, has been rehabilitated and modified several times to accommodate the replacement of equipment and upgrades based on industry standards and changing technology. Although functional, many systems are outdated, and the configuration and size of the existing vault create challenges associated with ongoing maintenance of the airfield lighting system. An assessment of the existing ALV conducted by an outside firm in 2019 recommended replacement rather than further rehabilitation of the vault.

**PROJECT DESCRIPTION**

In accordance with recommendations in the assessment of the existing ALV, the objective of the project is to design and construct a replacement vault to address code and seismic issues that currently exist within the existing vault. The proposed replacement ALV will also include a new generator, UPS system, and new regulators, and will incorporate a revised configuration to improve the maintainability and reliability of the electrical equipment inside the vault. The replacement ALV will also address power fluctuation issues and potentially include an upgraded power feed from the city utility.

Following Commission approval, a notice to proceed was issued to Lean on March 4<sup>th</sup> and work began immediately. Lean advanced the design to approximately a 30% level when on March 30<sup>th</sup>, Staff issued a notice to suspend activities. That notice was part of a broad effort to address the unprecedented impacts related to the COVID-19 pandemic.

## FUNDING

In February 2020, the Commission authorized \$701,498 for Design Services:

|  |                          |
|--|--------------------------|
| Engineering Design - LEAN                | \$ 571,498               |
| Design Management/Project Administration | \$ 50,000                |
| <u>Design Contingency</u>                | <u>\$ 80,000</u>         |
| <b>Total</b>                             | <b><u>\$ 701,498</u></b> |

An amount of \$94,000 for engineering services was expended prior to the suspension notice.

The adopted FY 2020 budget included appropriations of \$400,000 for design services anticipated in the fiscal year. With the suspension of capital projects due to impacts of COVID-19, the adopted FY 2021 budget did not include any appropriations to resume this project. The estimated unappropriated amount for a restart of design services for this project is estimated to be between \$478,000 and \$558,000.

The total cost for this project is anticipated to be funded through a combination of an AIP grant and PFC revenue. A PFC application for this project is pending with the FAA. However, in order to secure an AIP grant FY 2021, it is recommended that the remaining design services be funded utilizing Authority reserve funds which are to be reimbursed as "project formulation" costs upon receipt of an AIP grant.

## TOTAL PROJECT COST (Design, Project Management and Construction):

|   |                            |
|---|----------------------------|
| <i>Engineering Assessment (Completed)</i>       | \$ 70,000                  |
| <i>Assessment Oversight (Completed)</i>         | \$ 5,000                   |
| <b>Engineering Design - LEAN</b>                | <b>\$ 571,498</b>          |
| <b>Design Management/Project Administration</b> | <b>\$ 50,000</b>           |
| <b>Design Contingency</b>                       | <b>\$ 80,000</b>           |
| <u>Construction Phase Costs</u>                 | <u>\$ 4,723,502</u>        |
| <b>Total</b>                                    | <b><u>\$ 5,500,000</u></b> |

## SCHEDULE

Upon issuance of a new notice to proceed, it is estimated that Lean will be able to complete the remaining design tasks and preparation of construction bid set plan and specifications within 3 to 4 months.

## STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to resume design services for the replacement ALV project with Lean Engineering and authorize the Executive Director to issue a new notice to proceed.



## **PROFESSIONAL SERVICES AGREEMENT**

(Burbank-Glendale-Pasadena Airport Authority/ Lean Technology Corporation)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated Feb 18, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Lean Technology Corporation dba Lean Engineering ("Consultant"), a California corporation.

### **RECITALS**

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: engineering design and construction administration services for the Replacement Airfield Lighting Vault project.

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. "Commencement Date": February 18, 2020.
- B. "Contract Administrator": Karen Sepulveda or a duly authorized designee.
- C. "Contract Amount": Five Hundred Seventy-One Thousand Four Hundred Ninety-Seven Dollars and Sixty-Eight Cents (\$571,497.68).
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": April 30, 2021.
- F. "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.
- G. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- H. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

J. "Services": the tasks set forth in the attached Exhibit A.

**2. Services.**

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform all work to the highest 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.

C. 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.

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 Amount.

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. 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.

**7. 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.

**8. 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.

**9. Indemnification.**

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Indemnitees from and against damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") which are incurred by any Indemnitee but only 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 California Civil Code Section 2782.8(c)(2).

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 attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, which arise out of, pertain to, or relate to the negligent 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, including the payment of all consequential damages, except for such loss or damage arising from the 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 Indemnitees in any action or actions filed in connection with any such Damages, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith or in enforcing the indemnity herein provided. Consultant's duty to defend pursuant to this paragraph B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

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

**10. 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.

**11. 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.

**12. 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.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Karen Sepulveda  
E-mail: [ksepulveda@bur.org](mailto:ksepulveda@bur.org)  
cc. [adehoyos@bur.org](mailto:adehoyos@bur.org)

Consultant  
Lean Technology Corporation  
18850 Von Karman Drive, Suite 200  
Irvine, CA 92612  
Attn: Doron Lean, P.E.  
E-mail: [dlean@leancorp.com](mailto:dlean@leancorp.com)

**13. 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.

**14. 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.

**15. 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.


**16. 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.

**17. 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.

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

**Lean Technology Corporation**

  
\_\_\_\_\_  
☐ Chairperson ☒ President ☐ Vice President

  
\_\_\_\_\_  
☐ 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**

(attached)

**SCOPE OF WORK PROJECT NO. E18-06**  
**REPLACEMENT AIRFIELD LIGHTING VAULT DESIGN SERVICES**  
**AT**  
**HOLLYWOOD BURBANK AIRPORT**  
**BURBANK, CALIFORNIA**

**SUBMITTED BY:**  
**LEAN TECHNOLOGY CORPORATION**

**01-15-2020**

**VERISON 2**

## I. PROJECT DESCRIPTION

The overall scope of services for this project is to provide one detailed complete set of construction documents (plans and specifications) related to the construction of a new airfield lighting vault. Additionally, construction administration services are anticipated to be required to provide professional engineering oversight during the construction process and will be negotiated later.

It is anticipated that the project will consist of the following:

- New AFL Building and Foundation
- New Generator, ATS, Panelboards, and associated electrical equipment.
- ALCS and the CCRs will be reused wherever applicable.
- New BWP Transformer and Interconnection to the vault.
- New HVAC, Fire Alarm, and associated special systems.
- Cutover of existing vault to the new vault

This scope of work will consist of engineering efforts for the design phase and bidding phase of the project. Ten percent (10%) of the overall design effort is dedicated toward the quality of the project. In accordance with Lean's Quality Management Program (QMP), this includes independent quality control reviews, detailed checking of all documents, project management reviews, and constructability reviews.

The project work is limited to the scope of services as indicated herein. The following are specifically excluded from the scope of services or provided as deductive alternates for this project:

1) Exclusions:

- a. Permitting costs associated with City of Burbank and associated BWP.
- b. Grading and drainage improvements or adjustments other than those adjacent new construction.
- c. This work excludes design elements associated with modification of power feed to the ARFF Station.
- d. Design excludes upgrade costs upstream of the existing BWP transformer.
- e. Geotechnical exceptions which include the following:
- f. The Phase I ESA will be conducted by Ninyo & Moore expressly and solely for the client and its assigns. The evaluations, findings, conclusions, and opinions contained in the site assessment reports will represent Ninyo & Moore's professional judgment and opinion. The report will be based on information gained from direct observation, personal interviews, and reviews of regulatory records and background data. In the event any conditions differing from or additional to those described in the Phase I ESA are encountered at a later time, Ninyo & Moore reserves the right to review such conditions and to modify, as appropriate, the assessments and conclusions given in the site assessment reports.
- g. LEAN will perform a review of agency records for the site and the adjoining closed leaking underground storage tank case and open cleanup program site at 10720 Sherman Way (Lockheed Plant C1).
- h. The site is accessible to truck-mounted drilling equipment.
- i. The airport will provide drawings that will show the locations of existing utilities.



- j. We have assumed the drilling operations will take place during regular business hours (Monday through Friday, 8:00am to 5:00pm).
  - k. Excess drill cuttings may be spread on site.
- 2) Design Alternates:
- a. The design base cost will analyze the cost effectiveness of installing a BWP transformer that will feed both the new AFL Vault, Repurposes AFL Vault, and ARFF Facility and the possible savings associated with performing the upgrade of the existing switchgear for all three facilities at this time. Additionally, LEAN will provide a separate cost for designing the larger BWP transformer and refeeding the ARFF power facility from a new Switchgear and Transformer installed as part of the AFL Vault project. Therefore, if this option is not executed the airport can provide a deductive change order to remove the design fees.
  - b. It is not anticipated that the new AFL vault will require fire suppression (it will include fire alarm); however, the design cost includes fire suppression with the understanding that if the Authority Having Jurisdiction decides that fire suppression is not needed a deductive change order will be implemented to remove these design fees. This fee will be provided as alternative services.
  - c. Geotechnical and Utility Survey –Limited Phase II Environmental Site Assessment. Phase II ESA is required if Phase I is found to have contaminants. If contaminants are not found, Phase II will not be required and this scope will be removed from the project. This scope was provide as a alternative services.

## II. DESIGN SERVICES

### 1. Task 1 - Project Management

#### a. Project Schedule

LEAN will develop a project design project schedule for the consultant and the subconsultants during the project using Critical Path Methodology (CPM). This schedule will be maintained throughout the project and updated as required. Any changes that are required will be reviewed with the Authority.

#### b. Project Management

Prepare the Project Execution Plan (list of team member contact information, list of deliverables, project schedule, project Safety Plan), and manage the design team to ensure the team is on track, on time and the design is meeting applicable design criteria.

LEAN will make monthly progress reports to the Authority project manager during the entire duration of the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report.

#### c. Coordination with Subconsultant and Stakeholders

LEAN will coordinate with the subconsultants to ensure they are getting the correct information from other team members and they supply the correct information to other team members as outlined in the Project Execution Plan in a timely manner. LEAN will coordinate with project stakeholders to ensure requirements are understood and communication is maintained. The focus of the communication will be on confirming project requirements.

#### d. Meetings

LEAN will develop agenda for each meeting as well as publish minutes of meetings. This includes publishing the minutes within 5 days of the proposed meeting and then working with Burbank Airport project manager to finalize them.

#### e. Monthly Reports

LEAN will make monthly progress reports to the Authority project manager during the entire duration of the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report.

## 2. Task 2 – Conceptual Design – 30%

**2.1. Kick off Meetings.** It is anticipated that the following stakeholders will need to be engaged in kick-off meetings associated with the conceptual design.

- a. BWP
- b. Fire Department
- c. Airport Operations
- d. Airport Maintenance.
- e. Airport Engineering
- f. Other city Departments as identified and required.

**2.2. Basis of Design and Enabling Tasks.**

The goal of the enabling tasks and basis of design is to provide the team (disciplines and stakeholders) with clear direction of the project moving forward. This will include the following enabling tasks:

a. Coordination with BWP.

This work will include developing detailed load calcs that will be used to confirm and verify the size of the following:

- Airfield Lighting Loads.
- Confirm size and Wye configuration of incoming BWP Transformer (300 KVA, for example).
- Design of main 480V Switchboard.
- Generator Size and Type including amount of gallons for Fuel Tank.

Commence stakeholder meetings with BWP and fill out work order forms to assign BWP Engineer.

Perform site investigation with BWP and Airport Maintenance to confirm condition and existing equipment. Note; this will require some shutdowns and an associated CSPP.

Confirm existing connection to ARFF station. This has to be done in high level of detail to ensure there is minimum unscheduled disruption or if airport wants to combine transformer for both AFL vault and ARFF

Develop a reimbursable agreement with BWP as well a detailed implementation schedule.

Confirm BWP's plan for utility upgrade of existing system.

Develop an exhibit that provides a detailed single line for the incoming power distribution.

Develop an exhibit showing two options for the interconnection with the BWP.

Option 1 includes installing a new transformer and switchgear to feed the new AFL vault and repurposed existing AFL vault. The ARFF facility will be energized with the the existing transformers and switchgear and the existing feed will be left alone.

Option 2 includes installing a new transformer and switchgear that will completely replace the existing switchgear and therefore will impact the ARFF facility and the new transformer and switchgear will feed the new AFL vault, existing repurposed vault, and the ARFF facility.

- b. Vault Load, Layout, and Equipment Specifications. Our goal for this work is to develop the following:
- Layout of CCRs
  - Location of Breakout Box, S-1 Cutout (if any), and other disconnecting means for Lock Out/Tag Out
  - Location, type, and size of wireway to be used for each of the high voltage AFL cable, 480V input to each CCR, control system cable, and ACE Power
  - Location and layout of UPS, Main Switchboard, and Generator
  - Layout and access to move CCRs around or replace and maintain CCRs
  - Overhead conduit versus underground conduit
  - Provide examples to Airport of different components and pictures of what works and what doesn't from other airports, including LAX, ONT, SNA, and VNY. LEAN has worked at all of these airports and can easily arrange a lessons-learned for these locations
  - Review CEC, NEC, and FAA Code Clearances with Airport Maintenance to get confirmation and "buyoff" on location and working clearances for all equipment
  - Review layout of the building with fire department for clearances and access points
  - Review layout of the building with Architect to verify code compliance with ingress/egress, and number and size of doors and access points
- c. Vault Location: Our goal is to develop a detail analysis of the vault location as follows:
- Perform Utility Detection and Survey to verify no unknown utilities that will cause a large increase in cost.
  - Verify that there is no "fatal-flaw" in the location of the vault in terms of contaminated materials or other unknown conditions. This includes the geotechnical analysis detailed in Item e.
  - Confirm fence alignment for TSA and AOA consideration in the parking lot.
  - Confirm Egress/Ingress and Parking Lot configuration.
  - Develop a detailed drawing that shows location of the vault and associated fencing, parking, egress/ingress and utilities.
- d. Generator/Fuel Tank and Fire Suppression Selection: Our goal for this enabling task is to develop detailed requirements and specifications for the generator including the following:
- Develop specific electrical characteristics of the generator, including size, input power, load rating, manufacturer, communication settings, and sequence of operations.
  - Coordinate various manufacturers to give presentation of equipment to airport maintenance to assist in selection.

- Confirm size and location of fuel tank.
  - Confirm with Airport stakeholders the required level and amount of fuel.
  - Confirm City of Burbank requirements for fire suppression.
- e. Geotechnical and Utility Survey – Phase I Environmental Site Assessment. The scope of services for the Phase I ESA will be consistent with the ASTM International (ASTM) Standard Practice E 1527-13, and the United States Environmental Protection Agency All Appropriate Inquiry rule. The scope of services will include the following:
- Reviewing lease, title, and lien records for the site, if provided by the client, to evaluate probable past site uses and their possible impact on the current environmental status of the site. The client is requested to provide a recent title and lien report for the property, if available. Alternatively, LEAN can obtain these items at an additional fee at the request of the client.
  - Reviewing readily available maps and environmental reports pertaining to the site, as provided by the client. The client is requested to provide copies of documents in its possession.
  - Conducting an interview with a site representative regarding the environmental status of the site, if available during the site visit.
  - Performing a site reconnaissance to document potential hazardous materials handling, storage, and disposal practices. In addition, the site reconnaissance is intended to document areas of potentially contaminated surficial soil or surface water, possible sources of polychlorinated biphenyls, underground and aboveground storage tanks, and possible sources of contamination from activities at the site and adjoining properties. Features will be shown on a site map to be included in the report.
  - Reviewing federal, state, and local regulatory agency databases for the site and for adjoining properties. The purpose of this review is to evaluate the possible environmental impact to the site from current or historical on- and off-site activities. Databases are intended to identify locations of known hazardous waste sites, landfills, leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store, or dispose of hazardous materials.
  - Field exploration shall include sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks.
  - Reviewing reasonably ascertainable local regulatory agency files for the site and adjoining properties (if database records indicate potential significant hazardous substances releases occurred). Requests will be made to County Environmental Health Departments and other agencies, as appropriate. Reviewing reasonably ascertainable historical documents, including aerial photographs and topographic maps, as appropriate.
  - Performing a preliminary vapor encroachment screening to evaluate the potential for vapor encroachment conditions.
  - Preparing a Phase I ESA report documenting findings and providing opinions regarding possible environmental impacts at the site.

Note; if the location is found to have contaminants, the airport may choose an engineering fee alternate that will include limited Phase II environmental site assessments. Additionally, the LEAN team will analyze other multiple site locations.

- f. Geotechnical and Utility Survey – Limited Phase II Environmental Site Assessment. In the event recognized environmental conditions (RECs) are reported in the Phase I ESA requiring subsurface evaluation for adverse environmental conditions, a Limited Phase II ESA will be conducted by evaluating the current subsurface conditions present in soil and soil vapor at the site and it includes the following work items:
- Prepare a site-specific health and safety plan (HASP), which will address worker safety as well as the safety of the general public. The HASP will address field activities to be conducted by the LEAN team and its subcontractors, and will be prepared in accordance with California Code of Regulations, Title 8, Section 5192 and 29 Code of Federal Regulations 1910.120.
  - Obtain a boring permit from the City of Burbank Department of Public Health.
  - Underground Service Alert (USA) will be contacted to mark the locations of underground utilities a minimum of three working days prior to the start of subsurface activities.
  - Engage the services of a geophysical survey subcontractor in an attempt to individually clear each boring location from potential underground anomalies and utility lines that might conflict with work activities on the site using a combination of Electromagnetic and multi-frequency Ground Penetrating Radar methods.
  - Advance up to four soil borings to evaluate for potential soil and soil vapor contamination. The borings will be initially advanced to approximately 5 feet below ground surface (bgs) using hand auger methods. The borings will then be advanced to approximately 15 feet bgs using a direct push rig.
  - Proposed sampling locations are subject to change based on unforeseen field conditions (utilities, auger refusal, etc.). Soil samples from the borings will be collected at approximate 1, 5, 10, and 15 feet bgs. The soil samples will also be logged and field screened for indications of contamination. Field screening will be conducted with a calibrated photo-ionization detector (PID), by visual observation, and by evidence of odors.
  - The 1-foot soil samples from each boring will be submitted for laboratory analysis for Title 22 Metals in accordance with United States Environmental Protection Agency (EPA) Method 6010B/7471A (4 soil samples total). The remaining soil samples from each boring will be submitted for laboratory analysis for total petroleum hydrocarbons (TPH) and volatile organic compounds (VOCs) in accordance with EPA Methods 8015B/5035 and 8260B/5035, respectively (12 soil samples total).
  - Following the advancement of the borings, temporary soil vapor probes will be installed in each of the four soil borings at approximately 5 and 15 feet bgs.

- At least 48 hours following the installation of the probes, soil vapor sampling will be conducted in general accordance with California Department of Toxic Substances Control protocol. Soil vapor samples will be analyzed by a fixed environmental analytical laboratory for the full suite (halogenated and non-halogenated) of VOCs including fuel oxygenates and TPH as gasoline using EPA Method 8260B.
- Following the soil vapor sampling, the soil vapor probes will be abandoned and patched with asphalt or concrete, attempting to match existing surface conditions.
- Out team estimates that one drum of soil cuttings will be generated during the proposed field activities. For waste characterization purposes, one composite soil sample will be collected from the drum and analyzed for TPH carbon chain, VOCs, and Title 22 Metals in accordance with EPA Methods 8015B, 8260B, and 6010B/7471A, respectively. Following receipt of the laboratory results, the drum will be transported to a recycling facility as non-hazardous waste.
- Prepare a summary report following receipt of laboratory analytical data. The report will include a discussion of the site background, site characteristics, results of Limited Phase II ESA field activities and sampling, limitations, references, tables, figures, conclusions and recommendations, soil boring logs, geophysical survey report, and analytical results. The report will present a comparison of the analytical results to the appropriate regulatory screening levels.

### **2.3. Schematic 30% Design and Basis of Design:**

#### **a. Basis of Design and Conceptual 30% Design Plans.**

LEAN will provide proposed plans and layout and an order-of-magnitude estimate of probable construction cost based on the existing information and then will introduce survey and other field data results as they become available. This documentation will represent a basis for the design that will be at approximately 30% level. The following list of drawings and accompanying documentation will be developed for the 30% design and basis of design. The document will be delivered in 11" by 17" bound copy and PDF.

#### **1) Architectural. This work will include determining the following criteria:**

- Building Type.
- Roof Type.
- Maintenance Access.
- Aesthetic Requirements.

It is assumed that no restroom is required on this project.

#### **2) Electrical. LEAN will develop specifications and schematic drawings that will accurately detail the following electrical criteria:**

- Electrical Equipment Selection.
- Circuit Consolidation Confirmation.

- High Voltage Design. This includes detailing the following elements:
    - i. Transformer specifications, including specific voltage and size ratings such as 480Y/277V, 3 PH, and 4 Wire
    - ii. Mineral oil versus seed oil requirements and oil containment method.
    - iii. Grounding scheme and requirements
    - iv. Manhole connections/ductbank to above-ground utility pole connections
    - v. Conduit diameter and quantity (including spares) for the ductbank
    - vi. Associated foundations and infrastructures
  - Medium/Low Voltage Design.
  - CCR Layout.
  - Airfield Lighting Control System.
  - Access Control.
  - Lighting Selection and Title 24 Calculations.
  - Fiber Optic Connectivity.
  - Alternate: Feed to energize the existing ARFF facility from the new transformer as well as the new AFL vault and repurposed existing AFL Vault.
- 3) Civil/Grading/Utility. Civil engineering requirements will include the following:
- Site grading, and utility improvements.
  - Fence Entrance Modifications.
  - Parking Lot Modifications and Grading.
  - Trench Backfill.
  - Water hose bib connection on outside of the building.
- 4) Mechanical
- New HVAC systems will be provided for the vault. All systems will comply with the 2019 California Mechanical and Plumbing codes along with Title 24. The heating ventilation and air conditioning for the vault will be provided via a packaged air-cooled heat pump air conditioner ("AC unit").
- 5) Structural. This work the following tasks:
- Provide Site visit for existing condition survey.
  - Provide Basis of Design which will detail Structural Design requirements, design forces, building diagram if available by architect.
  - Develop a list and description of the applicable Building Codes and Authorities.
  - Suggest Building Structural System (Vertical and lateral force resisting system).
  - Provide Design report explaining the design intent and construction methodology including pros/ cons.



6) Fire Suppression (Alternate). Provide fire suppression recommendations and requirements for new AFL vault and repurposed AFL vault. This includes:

- Code requirements.
- Type of fire suppression
- Maintenance and testing requirements for fire suppression.

7) Fire alarm.

The building will require fire alarm and detection. From a value engineering point of view, we recommend installing a VESDA or similar type of monitoring system of early detection of a fire from overheating circuit boards, long before standard smoke detection equipment would initiate an alarm. The fire alarm will be connected to the existing building and fire alarm system of the airport and communication center via connectivity in the existing AFL Vault.

b. List of Technical Specifications.

A Table of Content (TOC) of Volume I (front-end) and Volume II (technical) specifications will be included in the deliverable.

c. Construction Estimate.

At the completion of the Conceptual Design, an order-of-magnitude cost estimate will be developed based on all of the decisions and basis of design agreed upon with the stakeholders. . The result will provide LEAN to select an alternative to meet budget requirements. LEAN will review and confirm each element with the responsible subconsultant prior to submission to the Authority. Any comments received, as a result of the submission to the Authority, will be addressed prior to re-submission for approval. The approved Conceptual Design estimate will establish an order-of-magnitude cost of the construction project.

#### **2.4. Conceptual Design – QA/QC.**

LEAN will conduct in-house quality control review of the 30% Conceptual Design plans, a TOC of Volume I and Volume II specifications and order-of-magnitude estimate of probable construction cost prior to submittal to the Authority (as provided by the Authority). The Quality Control review will be by performed by an independent Senior Engineer or Construction Manager who is not actively involved in the design of the project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans, any calculations and list of specifications. LEAN commits to a minimum of 10 percent of this design services phase budget be committed to quality assurance/quality control.

#### **2.5. Conceptual Design – Design Submission – Drawings and Basis of Design**

LEAN will submit the Conceptual Design Plans, a table of content list of Volume II Specifications, and an Engineer's Report and progress to date to the Authority and other city stakeholders (as provided by the Authority) for their review and comment. All submittals will be in electronic format. The Authority will print hard copies as necessary.

LEAN anticipates the Authority will review the Conceptual Development Package Submission and return comments within two weeks of delivery.

#### **2.6. Conceptual Design – Review Mtg.**

LEAN will coordinate and attend one (1) meeting at the Hollywood Burbank Airport to review the Conceptual Design submittal. The intent of this meeting is to review the basis of design and comments from the airport to finalize the project moving forward.. LEAN will provide written minutes of the meeting and distribute to all attendees. The Authority and the FAA (as provided by the Authority) will provide any additional written comments to LEAN within one week of the design review meeting that may affect the development of the project design moving forward. Note; it is anticipated that subdiscipline leaders will be included in this meeting which will include civil, structural, mechanical, architectural, electrical, and geotechnical. Our goal is that at the end of this meeting all basis of design has been completed and agreed to by the airport and appropriate stakeholders.

### **3. Task 3 – 60% Design**

**3.1 Stakeholder Meetings.** It is anticipated that the following stakeholder review meetings will take place:

- a. BWP
- b. Fire Department
- c. Maintenance
- d. Airport Engineering
- e. Operations and Engineering
- f. FAA ATCT

#### **3.2 Review and Incorporate Conceptual Design Comments**

LEAN will review all comments received from the Authority and the appropriate stakeholders from the conceptual design submittal review and incorporate the applicable comments into the plans, estimate of probable construction cost, and Engineer's Report, during the 60% Complete Design Phase. This task will include the review of each comment and a written report on how it will be incorporated into the documents, or why it was not applicable. A written summary letter or spreadsheet will be submitted to the Authority.

The intent of the 60% design is to advance the project design to a level where the project is coordinated appropriately for geometry and grade considerations. At the completion of the 60% design package, the project will proceed to 100% design.

#### **3.3 Design**

- (a) Construction Plans. LEAN will prepare 60% construction drawings. The 60% Complete Design will identify, evaluate, and resolve specific elements of the project for a technically sound and comprehensive project. It is anticipated that the following drawings will be developed:

## **LIST OF DRAWINGS FOR 60%**

### **GENERAL**

GENERAL NOTES (SUPPLIED BY AIRPORT)  
COVER SHEET  
SHEET INDEX AND ARCHITECTURAL SYMBOLS  
GENERAL INFORMATION  
ABBREVIATIONS  
CALIFORNIA APPLICABLE CODES  
ADA INFORMATION

### **CIVIL**

ABBREVIATIONS AND LEGEND  
ACCESS AND SAFETY PLAN  
OVERALL SITE PLAN  
GRADING AND DRAINAGE PLAN  
EROSION CONTROL PLAN  
OVERALL UTILITY PLAN  
DOMESTIC/FIRE WATER PLAN & PROFILE

### **LIFE SAFETY**

BUILDING CODE ANALYSIS  
EXITING PLAN

### **ARCHITECTURE**

PLAN LEVEL 1  
ROOF PLAN  
CEILING PLAN

### **ELECTRICAL**

ELECTRICAL GENERAL NOTES  
EXISTING AREA PLAN: DEMOLITION  
EXISTING AFL VAULT: DEMO. REFL. CEILING PLAN  
NEW AREA PLAN: LAYOUT PLAN  
NEW AFL VAULT: SINGLE LINE  
ELECTRICAL: TEMP. PHASING & CUTOVER PLAN

### **MECHANICAL**

GENERAL NOTES, HVAC, CODES AND SHEET INDEX  
TITLE 24 – SHEET 1 OF 2  
MECHANICAL/HVAC PLAN LEVEL 1  
MECHANICAL/HVAC ROOF PLAN

### **FIRE ALARM**

FIRE ALARM NOTES  
FIRE ALARM SYMBOLS AND LEGEND  
VAULT LAYOUT PLAN - ALARMS

### **STRUCTURAL**

STRUCTURAL NOTES  
STATEMENT OF SPECIAL INSPECTIONS  
STANDARD CONCRETE DETAILS  
STANDARD MASONRY DETAILS  
STANDARD FRAMING DETAILS  
BUILDING PLANS  
FOUNDATIONS SECTIONS & DETAILS

### **SECURITY SYSTEMS**

EQUIPMENT LAYOUT

**3.4 Receive and Review Front End Specifications.**

LEAN will receive and review the draft Volume I front end specifications from the Authority for the project. LEAN will highlight potential variations for review during the 60-percent (60%) design review meeting. However, the Volume I front end specifications will be developed by the Airport.

**3.5 Technical Specifications.**

LEAN will compile a 60% draft of the Volume II Technical Specifications that will be included in the deliverable. Technical Specifications will conform to FAA Advisory Circular 150/5370-10H Specification of Construction on Airports, or latest version, California Building Code, California Electric Code. LEAN will meet with the local BWP, Fire Department, and FAA. LEAN will review the results of the meeting with the Authority staff to discuss the approach to the 100% submittal.

**3.6 Construction Schedule and Schedule Updates**

LEAN will create a draft construction schedule that outlines the construction activities and durations for the construction of the vault project. Updates to the design project schedule will also be provided using input from the Authority and the Critical Path Methodology.

**3.7 Estimate**

LEAN will develop a preliminary engineer's estimate of probable construction cost for the airfield lighting vault.

**3.8 Engineers Design Report**

LEAN will develop the preliminary draft of the Sponsor Engineers Design Report for the Airfield Lighting Vault Design Project. The engineer's design report will also include any design calculations that were developed to validate the engineering design for the project.

**3.9 CSPP**

LEAN will prepare the Draft CSPP in accordance with AC 150/5370-2G Operational Safety of Airports during Construction, or latest edition, and submit to the Authority, FAA Project Manager and the FAA Certification Inspector for review and comment.

**3.10 60% Quality Control Review**

LEAN will conduct in-house quality control review of the 60% Schematic Design plans, Volume I and Volume II Specifications, Engineer's Estimate of probable construction cost, and Engineer's Report prior to submittal to the Authority and associated stakeholders. The Quality Control review will be performed by an independent Senior Engineer and a Construction Manager who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of any calculation within the project plans and specifications. LEAN commits to a minimum of 10 percent of this design services phase budget be committed to quality assurance/quality control.

### **3.11 60% Submittal – Final Submittal**

LEAN will submit the 60% Complete Design Plans, Volume I and Volume II Specifications, Engineer's Estimate of probable construction cost and Engineer's Report to the Authority for review and comment. At the same time, LEAN will submit the 60% Complete Design Plans, Volume I and Volume II Specifications and Engineer's Report to the FAA for their review and comment. All submittals will be in electronic format. The Authority will print hard copies as necessary. LEAN anticipates the Authority will review the 60% Design Package Submission and return comments within two weeks of delivery.

### **3.12 60% Design Review Meeting**

LEAN will coordinate and attend one (1) meeting at the Hollywood Burbank Airport to review the 60% Complete Design submittal. LEAN will provide written minutes of the meeting and distribute to all attendees. The Authority and the FAA will provide any additional written comments to LEAN within two weeks of the design review meeting that may affect the direction of the project. The meeting will be attended by the LEAN principal-in-charge, project manager and/or project engineer. This includes subconsultants as required.

## **4 Task 4 – 100% Design**

The intent of the 100% design is to advance the project to include sufficient detail to clearly present all elements of the design. At the completion of the 100% design package, the project will proceed to final bid design set of construction documents.

### **4.1 Review and Incorporate 60% Comments**

LEAN will review all comments received from the Authority and the FAA from the 60% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report, during the Bid Set Design Phase. This task will include the review of each comment and a written report on how it will be incorporated into the documents, or why it was not applicable. The written letter report will be submitted to the Authority.

### **4.2 Submit 7460**

LEAN will coordinate and assemble an FAA Form 7460 to determine that all eligible construction activities are coordinated with the FAA. LEAN will complete Form 7460 and submit to the Authority in order for the Authority to submit to the FAA. As part of this task, LEAN will develop and submit an exhibit to the Authority in order to supplement Form 7460.

### **4.3 100% Set Design**

#### **(a) Construction Plans.**

LEAN will prepare 100% complete drawings. The 100% Complete Design will identify, evaluate, and resolve specific elements of the project for a technically sound and comprehensive project.

The plan development at the 100% level will include development of construction phasing and construction of new ALV. The development of the 100% complete design

will be in coordination with the Authority for their input. The following list of drawings will be submitted (mainly 1"= 40' on a 11" BY 17" and 22"x34" electronic drawing):

**LIST OF PLANS FOR 100%**

**GENERAL**

GENERAL  
COVER SHEET  
SHEET INDEX AND ARCHITECTURAL SYMBOLS  
GENERAL INFORMATION  
ABBREVIATIONS  
CALIFORNIA APPLICABLE CODES  
ADA INFORMATION

**CIVIL**

ABBREVIATIONS AND LEGEND  
ACCESS AND SAFETY PLAN  
OVERALL SITE PLAN  
GRADING AND DRAINAGE PLAN  
EROSION CONTROL PLAN  
OVERALL UTILITY PLAN  
DOMESTIC/FIRE WATER PLAN & PROFILE  
SITE DETAILS  
UTILITY DETAILS  
FENCING AND SECURITY DETAILS

**LIFE SAFETY**

BUILDING CODE ANALYSIS  
EXITING PLAN

**ARCHITECTURE**

PLAN LEVEL 1  
ROOF PLAN  
CEILING PLAN  
BUILDING ELEVATIONS  
BUILDING SECTIONS  
WALL SECTIONS  
PARTITION TYPES  
PARTITION TYPE DETAILS  
ROOF DETAILS  
DOOR, LOUVER SCHEDULE  
DOOR DETAILS  
ROOM FINISH SCHEDULE

**ELECTRICAL**

ELECTRICAL GENERAL NOTES  
EXISTING AREA PLAN: DEMOLITION  
EXISTING AFL VAULT: DEMO. REFL. CEILING PLAN  
EXISTING AFL VAULT: DEMO. POWER SINGLE LINE  
EXISTING AFL VAULT: DEMO. CONTROL SING. LINE  
NEW AREA PLAN: LAYOUT PLAN  
NEW AFL VAULT: REFLECTED CEILING PLAN  
NEW AFL VAULT: LAYOUT PLAN  
NEW AFL VAULT: ELEVATIONS (ALL SIDES)  
NEW AFL VAULT: SINGLE LINE  
NEW AFL VAULT: DETAILS  
NEW AFL VAULT: TITLE 24 CALCS. & LIGHT. PLAN

NEW AFL VAULT: PANELBOARD SCHEDULES  
NEW AFL VAULT: LOAD CALCS  
NEW AFL VAULT: VOLTAGE DROP CALCS  
NEW AFL VAULT: GEN. SEQUENCE OF OPS.  
NEW AFL VAULT: ALCS SINGLE LINE AND DETAILS  
BWP PAD MOUNTED TRANSFORMER – DETAILS  
LOAD BANK: DETAILS  
FUEL TANK: DETAILS  
GENERATOR: DETAILS  
ELECTRICAL: TEMP. PHASING & CUTOVER PLAN

#### MECHANICAL

GENERAL NOTES, CODES AND SHEET INDEX  
TITLE 24 – SHEET 1 OF 2  
MECHANICAL PLAN LEVEL 1  
MECHANICAL ROOF PLAN  
MECHANICAL SECTIONS  
MECHANICAL DETAILS – SHEET 1 OF 2  
MECHANICAL DETAILS – SHEET 2 OF 2  
MECHANICAL SCHEDULES – SHEET 1 OF 2  
MECHANICAL SCHEDULES – SHEET 2 OF 2

#### FIRE ALARM

FIRE ALARM NOTES  
FIRE ALARM SYMBOLS AND LEGEND  
VAULT LAYOUT PLAN - ALARMS  
ALARM - SINGLE LINE  
ALARM - EQUIPMENT SCHEDULE

#### STRUCTURAL

STRUCTURAL NOTES  
STATEMENT OF SPECIAL INSPECTIONS  
STANDARD CONCRETE DETAILS  
STANDARD MASONRY DETAILS  
STANDARD FRAMING DETAILS  
BUILDING WIND ISO DIAGRAM  
ANCHOR BOLT PLAN  
FOUNDATION & SLAB-ON-GRADE PLAN  
BUILDING PLANS  
FOUNDATIONS SECTIONS & DETAILS  
STEEL FRAMING SECTIONS

#### SECURITY SYSTEMS

EQUIPMENT LAYOUT  
ACCESS CONTROL LAYOUT/SINGLE LINE DIAGRAM  
ACCESS CONTROL - SCHEDULES

#### **4.4 Front End Specifications.**

The Authority will update the Volume I front end specifications for use with the project.

#### **4.5 Technical Specifications.**

A 100% draft of the Volume II Technical Specifications will be included in the deliverable. All technical specifications will be detailed and coordinated with the project plans, including any modifications to FAA Standard Technical Specifications. These specifications will cover

all disciplines including civil, structural, electrical, mechanical, architectural, fire alarm, and fire suppression.

#### **4.6 Construction Schedule**

LEAN will develop a detailed construction schedule that outlines the construction schedule of for the project. Updates to the design project schedule will also be provided using input from the Authority and the Critical Path Methodology.

#### **4.7 Construction Estimate**

LEAN will develop a detailed estimate of probable construction cost for the construction of the airfield lighting vault project.

#### **4.8 Engineers Report.**

LEAN will develop the final draft of the Engineers Design Report for the airfield lighting vault project. The engineer's design report will also include any design calculations that were developed to validate the engineering design for the project. This report will finalize any recommendations for any Modifications to Standards that became evident throughout the design process.

#### **4.9 100% Set Quality Control Review.**

LEAN will conduct in-house quality control review of the 100% Complete Design plans, Volume I and Volume II specifications, estimate of probable construction cost, Engineer's Report prior to submittal to the Authority and FAA. The Quality Control review will be by performed by two (2) independent Senior Construction Managers who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans and specifications. LEAN commits to a minimum of 10 percent of this design services phase budget be committed to quality assurance/quality control.

#### **4.10 Finalize CSPP.**

LEAN will prepare the final CSPP in accordance with AC 150/5370-2G Operational Safety on Airports during Construction and submit to the Authority, FAA Project Manager and the FAA Certification Inspector.

#### **4.11 Finalize 100% Design**

LEAN will submit the 100% Complete Design Plans, Volume I and Volume II Specifications and Engineers Report to the Authority for review and comment. At the same time, the Authority or LEAN will submit the 100% Complete Design Plans, Volume I and Volume II Specifications and Engineers Report to the FAA for their review and comment. All submittals will be in electronic format. The Authority will print hard copies as necessary.

LEAN anticipates the Authority will review the 100% Design Package Submission and return comments within two weeks of delivery.

#### **4.12 100% Set Submittal Review Meeting.**

LEAN will coordinate and attend one (1) meeting at the Hollywood Burbank Airport to review the 100% Complete Design submittal. LEAN will provide written minutes of the meeting and distribute to all attendees. The Authority will provide any additional written comments to LEAN within two weeks of the design review meeting that may affect the direction of the project. The meeting will be attended by the LEAN principal- in-charge, project manager and project engineer, and associated subconsultants.



## 5 Task 5 – Bid Set Design

**5.1 Review and Incorporate 100% Comments.** LEAN will review all comments received from the Authority from the 100% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report, during the Bid Set Design Phase. This task will include the review of each comment and a written report on how it will be incorporated into the documents, or why it was not applicable.

### 5.2 Bid Set Design

- a) Construction Plans. LEAN will incorporate the comments for the 100% review into a final set of signed and sealed drawings.
- b) Volume I Front End Specifications. It is not anticipated that there will be work associated on LEAN's part on the front-end specifications.
- c) Volume II - Technical Specifications. LEAN will incorporate the comments from the 100% review into a final set of signed and sealed drawings.
- d) Construction Schedule. LEAN will incorporate the comments from the 100% review into a final set of signed and sealed drawings.
- e) Construction Estimate. LEAN will provide a final set of construction estimate with breakdown for labor and materials hours.

**5.3 Bid Set Quality Control Review.** The main goal of this QC effort is to make sure that the airport's comments from the 100% submission was finalized.

**5.4 Finalize CSPP.** LEAN will finalize any comments associated with the CSPP and provide a final document.

### 5.5 Finalize Bid Set Design

LEAN will submit two (2) half size sets of the Bid Set Design Plans, two (2) sets of Volume I and Volume II Specifications and two (2) sets of Engineers Report to the Authority.

## 6 Bid Award Services

### 6.1 Prebid Conference.

LEAN will attend a pre-bid conference at the Hollywood Burbank Airport. LEAN will describe specific elements of the project, as requested by the Authority. LEAN will attend any site walk/visit during the Pre-Bid Conference. LEAN will provide minutes of this meeting and an attendance list to be provided in an Addendum.

### 6.2 Addenda.

LEAN will review and answer any Request for Clarification (RFC) during the bid phase. LEAN will compile all required addenda to revise plans, specifications and other contract documents prepared by LEAN in order to (1) provide clarifications, (2) correct discrepancies, or (3) correct errors and/or omissions. LEAN will submit this information in hard copy format and via PDF for the Authority to distribute to plan holders.

### 6.3 Conformed Documents.

LEAN will prepare Conformed Documents for the Authority. The Conformed Documents incorporate the Bidding Documents and all Addenda issued, to complete an Issued for Construction set of documents. LEAN will deliver the following in a pdf format, once the documents are complete:

- Full size set of drawings;
- Half size set of drawings;
- A set of Volume I and Volume II specifications;
- Half-size set of drawings to the Authority;
- Full-size set of drawings to the Authority; and electronic set of drawings.

## *II. CONSTRUCTION ADMINISTRATION SERVICES*

Construction Administration services will be determined and negotiated at a later time.

## *III. DELIVERABLES*

Lean will provide the following deliverables:

- 1) One (1) digital copy (PDF) of Conceptual Design (30%) Plans (11x17), List of Specifications, Cost Estimate, and Engineer's Report Table of Content to the Authority
- 2) One (1) digital copy (PDF) of 60% Plans (11x17), Specifications, Cost Estimate, Schedule and Engineer's Report to the Authority.
- 3) One (1) digital copy (PDF) of Preliminary Construction Safety Phasing Plan (CSPP) to the Authority.
- 4) One (1) digital copy (PDF) of FAA Form 7460.
- 5) One (1) digital copy (PDF) of Final Construction Safety Phasing Plan (CSPP).
- 6) One (1) digital copy (PDF) of 100% Plans (11 x 17), Specifications, Cost Estimate, Schedule and Engineer's Report, to the Authority and FAA as required.
- 7) One (1) digital copy (PDF) of Bid Set Plans (11 x 17 and 22 x 34), Specifications, Cost Estimate, Schedule and Engineer's Report, to the Authority and FAA as required.
- 8) One (1) digital copy (PDF) of Conformed Plans (11 x 17) and (22 x 34), Specifications, Cost Estimate, Schedule and Engineer's Report, to the Authority and FAA as required.
- 9) Required Addenda, Bid Analysis, Submittal, RFI, Construction Management Plan, Final Construction Report and As-Built Information to the Authority.

### *III. SCHEDULE*

LEAN will complete the above referenced services within the following schedule:

- 1) Complete Task 1 Conceptual Design (30%) within 8 weeks from Notice to Proceed
- 2) Complete Task 2 (60% Design) within 12 weeks from Notice to Proceed.
- 3) Complete Task 3 (100% Design) within 16 weeks from Notice to Proceed.
- 4) Complete Task 4 (Bid Design) within 20 weeks from Notice to Proceed.
- 5) Complete Task 5 (Bid Phase – Conformed Set) within 4 weeks from Advertisement Date.

Note; this schedule assumes very little delay with coordinating the power feed with BWP and the option to be selected regarding the size of the transformer and feed configuration to the existing facilities.

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

(attached)

| LEAN   |  | LEAN TECHNOLOGY CORPORATION |                            |                |              |               |                   | VCA                 |              |                    | BURNS AND MCDONNELL |                  |                 |                     |                      |                                |               |              | N/M          | SURVEY          |            |               |              |              |              |          |              |             |
|--|--|-----------------------------|----------------------------|----------------|--------------|---------------|-------------------|---------------------|--------------|--------------------|---------------------|------------------|-----------------|---------------------|----------------------|--------------------------------|---------------|--------------|--------------|-----------------|------------|---------------|--------------|--------------|--------------|----------|--------------|-------------|
| Job Classification                           | Responsible  | LTC PM & PRINCIPAL ENGR     | LEAN ENG. III (PROD. CORD) | LEAN SR. POWER | LEAN SR. AFL | LEAN DESIGNER | VCA SR. STRUCTURE | VCA STAFF STRUCTURE | VCA DESIGNER | B/M LEAD ARCHITECT | B/M STAFF ARCHITECT | B/M SENIOR CIVIL | B/M STAFF CIVIL | B/M LEAD MECHANICAL | B/M STAFF MECHANICAL | B/M LEAD FIRE ALARM/PROTECTION | B/M DESIGNORS | B/M DESIGNOR | N/M SUBTOTAL | SURVEY SUBTOTAL |            |               |              |              |              |          |              |             |
| Approved Billing Rate                        | Responsible  | \$ 246.51                   | \$ 171.19                  | \$ 184.36      | \$ 171.19    | \$ 111.60     | \$ 190.00         | \$ 150.00           | \$ 120.00    | \$ 276.00          | \$ 160.00           | \$ 290.00        | \$ 160.00       | \$ 284.00           | \$ 150.00            | \$ 290.00                      | \$ 120.00     | \$ 120.00    | \$ 1.00      | \$ 1.00         |            |               |              |              |              |          |              |             |
| Task No.                                     | Task Description   |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | TOTAL HRS. | SUBTOTAL LEAN | SUBTOTAL VCA | SUBTOTAL B/M | SUBTOTAL N/M | SURVEY   | TOTAL        |             |
| 1.0 Project Management                       |  |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 122        | \$20,707      | \$1,360      | \$2,208      | \$0          |          | \$24,275     |             |
| 1.1  | Project Schedule   | LEAN                        | 8                          |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 8          | \$1,972       | \$0          | \$0          |              |          | \$1,972.08   |             |
| 1.2  | Project Management   | LEAN                        | 8                          | 20             |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 28         | \$5,396       | \$0          | \$0          |              |          | \$5,395.83   |             |
| 1.3  | Coordination with Subconsultant and Stakeholders                                   | LEAN                        | 8                          | 32             |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 40         | \$7,450       | \$0          | \$0          |              |          | \$7,450.08   |             |
| 1.4  | Monthly Reports  | LEAN                        | 2                          | 12             |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 14         | \$2,547       | \$0          | \$0          |              |          | \$2,547.27   |             |
| 1.5  | BiWeekly Internal Coordination Meetings (16 Weeks at 1 Hr. Per Week)               | LEAN, VCA, N/M, B&M         | 8                          | 8              |              |               | 4                 | 4                   |              | 8                  |                     |                  |                 |                     |                      |                                |               |              |              |                 | 32         | \$3,342       | \$1,360      | \$2,208      |              |          | \$6,909.58   |             |
| 2.0 Conceptual Design - 30%                  |  |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 787        | \$92,475      | \$11,470     | \$38,434     | \$23,409     | \$7,500  | \$173,289    |             |
| 2.1 Kick-Off Mtgs.                           |  |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |          |              |             |
| a  | BWP  | LEAN                        | 4                          | 4              |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 8          | \$1,671       | \$0          | \$0          |              |          | \$1,670.79   |             |
| b  | Fire Department  | LEAN, B&M                   | 2                          |                |              |               |                   |                     |              | 2                  |                     |                  |                 |                     |                      |                                |               |              |              |                 | 4          | \$493         | \$0          | \$552        |              |          | \$1,045.02   |             |
| c  | Workshop Meeting w/ Fire Department/Engineers                                      | LEAN, B&M                   | 4                          | 4              | 4            |               | 4                 |                     |              | 8                  |                     | 2                |                 | 2                   |                      |                                | 2             |              |              |                 | 30         | \$2,408       | \$760        | \$3,596      |              |          | \$6,764.21   |             |
| 2.2 Basis of Design and Enabling Tasks.      |  |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |          |              |             |
| a  | Coordination with BWP and Power Distribution Single Line                           | LEAN                        | 24                         | 8              | 40           | 24            |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 96         | \$17,338      | \$0          | \$0          |              |          | \$17,338.37  |             |
| b  | Vault Layout, Layout, and Equipment  | LEAN                        | 16                         | 4              | 32           | 32            |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 116        | \$19,577      | \$0          | \$0          |              |          | \$19,577.49  |             |
| c  | Vault Location   | LEAN, B&M, VCA              | 8                          | 4              | 16           | 8             |                   |                     |              | 2                  |                     |                  | 2               |                     |                      |                                |               |              |              |                 | 40         | \$6,499       | \$0          | \$872        |              |          | \$7,371.32   |             |
| d  | Generator/Fuel Tank and Fire Suppression Selection                                 | B&M                         | 2                          |                | 24           | 8             |                   |                     |              | 2                  |                     |                  |                 |                     |                      | 4                              |               |              |              |                 | 40         | \$5,810       | \$0          | \$1,712      |              |          | \$7,522.36   |             |
| e  | Phase I Environmental Site Assessment  | N/M                         | 2                          |                |              |               |                   |                     |              |                    |                     | 3                |                 |                     |                      |                                |               |              | 4,646        |                 | 5          | \$493         | \$0          | \$870        | \$4,646      |          | \$6,009.47   |             |
| f  | Limited Phase II Environmental Site Assessment (Refer to Bid Alternative Services) | N/M                         |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 0          | \$0           | \$0          | \$0          | \$0          | \$0.00   |              |             |
| g  | Geotechnical Boring Investigation, Report, and Coordination                        | N/M/LEAN/VCA                |                            | 16             |              |               | 4                 | 4                   |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 18,763          | 7,500      | 24            | \$2,739      | \$1,360      | \$0          | \$18,763 | \$7,500      | \$30,362.00 |
| 2.3 Schematic 30% Design and Basis of Design |  |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |          |              |             |
| a  | 1. Architectural   | B&M                         |                            |                |              |               |                   |                     |              | 8                  | 16                  |                  |                 |                     |                      |                                | 8             |              |              |                 | 0          | \$0           | \$0          | \$0          |              |          | \$0.00       |             |
|  | 2. Electrical  | LEAN                        | 16                         | 24             | 32           | 32            | 24                |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 128        | \$22,108      | \$0          | \$0          |              |          | \$22,108.44  |             |
|  | 3. Civil/Grading/Utility   | B&M                         |                            |                |              |               |                   |                     |              |                    |                     | 8                | 24              |                     |                      |                                | 8             |              |              |                 | 40         | \$0           | \$0          | \$7,120      |              |          | \$7,120.00   |             |
|  | 4. Mechanical  | B&M                         |                            |                |              |               |                   |                     |              |                    |                     |                  |                 | 8                   | 8                    |                                | 8             |              |              |                 | 24         | \$0           | \$0          | \$4,432      |              |          | \$4,432.00   |             |
|  | 5. Structural  | VCA                         |                            |                |              |               | 16                | 16                  | 24           |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 56         | \$0           | \$8,320      | \$0          |              |          | \$8,320.00   |             |
|  | 6. Fire Suppression  | N/M                         |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      | 8                              |               |              |              |                 | 8          | \$0           | \$0          | \$2,320      |              |          | \$2,320.00   |             |
|  | 7. Fire Alarm  | B&M                         |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      | 8                              | 8             |              |              |                 | 16         | \$0           | \$0          | \$3,280      |              |          | \$3,280.00   |             |
|  | 8. Special Systems   | LEAN                        | 2                          |                | 8            | 8             |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 18         | \$2,861       | \$0          | \$0          |              |          | \$2,860.67   |             |
|  | 9. FIRE/COMM   | LEAN                        | 2                          |                | 1            | 8             | 8                 |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 16         | \$2,755       | \$0          | \$0          |              |          | \$2,755.52   |             |
| b  | List of Technical Specifications   | LEAN, B&M, VCA              | 2                          | 1              | 1            |               |                   |                     |              | 1                  |                     | 1                |                 | 1                   |                      | 1                              |               |              |              |                 | 7          | \$602         | \$0          | \$1,140      |              |          | \$1,742.05   |             |
| c  | Construction Estimate  | LEAN, B&M, VCA              | 2                          | 2              | 2            |               |                   |                     |              | 4                  |                     | 2                |                 | 2                   |                      | 2                              |               |              |              |                 | 16         | \$1,204       | \$0          | \$2,832      |              |          | \$4,036.11   |             |
| 2.4  | Conceptual Design - QA/QC  | LEAN                        | 8                          | 16             |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 24         | \$4,711       | \$0          | \$0          |              |          | \$4,711.08   |             |
| 2.5  | Update 30% Conceptual Design Plans After   | LEAN, B&M, VCA              | 2                          | 2              | 2            |               | 1                 | 4                   | 2            | 1                  | 4                   | 1                | 4               | 1                   | 4                    | 1                              | 8             |              |              |                 | 37         | \$1,204       | \$1,030      | \$3,860      | \$0.00       |          | \$6,214.11   |             |
| 3.0 60% Design                               |  |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 1,293      | \$143,968     | \$12,140     | \$58,556     | \$0.00       |          | \$214,663.68 |             |
| 3.1  | Stakeholder Meetings   |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 0          | \$0           | \$0          | \$0          |              |          | \$0.00       |             |
| a  | BWP and Power Distribution   | LEAN                        | 8                          |                | 8            |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 16         | \$3,447       | \$0          | \$0          |              |          | \$3,446.93   |             |
| b  | One-Day Workshop Meetings  | LEAN, B&M, VCA, N/M         | 8                          | 4              | 4            |               |                   |                     |              | 4                  |                     | 2                |                 | 2                   |                      |                                | 2             |              |              |                 | 26         | \$3,394       | \$0          | \$2,832      |              |          | \$6,226.25   |             |
| 3.2  | Summarize Workshops  | LEAN                        | 1                          | 4              | 4            |               |                   |                     |              | 1                  |                     | 1                |                 | 1                   |                      |                                | 1             |              |              |                 | 13         | \$1,669       | \$0          | \$1,140      |              |          | \$2,808.68   |             |
| 3.3  | Construction Plans   |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 0          | \$0           | \$0          | \$0          |              |          | \$0.00       |             |
| GENERAL                                      |  |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |          |              |             |
| GENERAL NOTES (SUPPLIED BY AIRPORT)          |  | LEAN                        | 1                          |                | 1            |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 2          | \$431         | \$0          | \$0          |              |          | \$430.87     |             |
| COVER SHEET                                  |  | LEAN                        | 1                          |                | 1            |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 2          | \$431         | \$0          | \$0          |              |          | \$430.87     |             |
| SHEET INDEX AND ARCHITECTURAL SYMBOLS        |  | LEAN, B&M                   | 1                          |                | 1            |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 | 2          | \$431         | \$0          | \$0          |              |          | \$430.87     |             |
| GENERAL INFORMATION                          |  | LEAN                        | 1                          |                | 2            |               |                   |                     |              | 2                  |                     |                  |                 |                     |                      |                                | 2             |              |              |                 | 7          | \$615         | \$0          | \$792        |              |          | \$1,407.22   |             |
| ABBREVIATIONS                                |  | LEAN                        | 1                          |                | 1            |               |                   |                     |              | 4                  |                     |                  |                 |                     |                      |                                | 2             |              |              |                 | 8          | \$431         | \$0          | \$1,344      |              |          | \$1,774.87   |             |
| CALIFORNIA APPLICABLE CODES                  |  | LEAN, B&M                   | 1                          |                | 1            |               |                   |                     |              | 4                  |                     |                  |                 |                     |                      |                                | 2             |              |              |                 | 7          | \$247         | \$0          | \$1,344      |              |          | \$1,590.51   |             |
| ADA INFORMATION                              |  | LEAN, B&M                   | 1                          |                | 1            |               |                   |                     |              | 4                  |                     |                  |                 |                     |                      |                                | 2             |              |              |                 | 7          | \$247         | \$0          | \$1,344      |              |          | \$1,590.51   |             |
| CIVIL  |  |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |          |              |             |
| ABBREVIATIONS AND LEGEND                     |  | B&M                         |                            |                |              |               |                   |                     |              |                    |                     | 1                | 4               |                     |                      |                                | 4             |              |              |                 | 9          | \$0           | \$0          | \$1,410      |              |          | \$1,410.00   |             |
| ACCESS AND SAFETY PLAN                       |  | B&M                         |                            |                |              |               |                   |                     |              |                    |                     | 1                | 4               |                     |                      |                                | 4             |              |              |                 | 9          | \$0           | \$0          | \$1,410      |              |          | \$1,410.00   |             |
| OVERALL SITE PLAN                            |  | B&M                         |                            |                |              |               |                   |                     |              |                    |                     | 1                | 4               |                     |                      |                                | 8             |              |              |                 | 13         | \$0           | \$0          | \$1,890      |              |          | \$1,890.00   |             |
| GRAVING AND DRAINAGE PLAN                    |  | B&M                         |                            |                |              |               |                   |                     |              |                    |                     | 1                | 4               |                     |                      |                                | 8             |              |              |                 | 13         | \$0           | \$0          | \$1,890      |              |          | \$1,890.00   |             |
| EROSION CONTROL PLAN                         |  | B&M                         |                            |                |              |               |                   |                     |              |                    |                     | 1                | 4               |                     |                      |                                | 8             |              |              |                 | 13         | \$0           | \$0          | \$1,890      |              |          | \$1,890.00   |             |
| OVERALL UTILITY PLAN                         |  | B&M                         |                            |                |              |               |                   |                     |              |                    |                     | 1                | 4               |                     |                      |                                | 8             |              |              |                 | 13         | \$0           | \$0          | \$1,890      |              |          | \$1,890.00   |             |
| DOMESTIC/FIRE WATER PLAN & PROFILE           |  | B&M                         |                            |                |              |               |                   |                     |              |                    |                     | 1                | 4               |                     |                      |                                | 8             |              |              |                 | 13         | \$0           | \$0          | \$1,890      |              |          | \$1,890.00   |             |
| LIFE SAFETY                                  |  |                             |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |          |              |             |
| BUILDING CODE ANALYSIS                       |  | B&M                         |                            |                |              |               |                   |                     |              | 1                  | 4                   |                  |                 |                     |                      |                                | 4             |              |              |                 | 9          | \$0           | \$0          | \$1,396      |              |          | \$1,396.00   |             |
| EXITING PLAN                                 |  | B&M                         |                            |                |              |               |                   |                     |              | 1                  | 4                   |                  |                 |                     |                      |                                | 4             |              |              |                 | 9          | \$0           | \$0          | \$1,396      |              |          | \$1,396.00</ |             |

EXHIBIT B - DETAILED DERIVATION OF FEE SCHEDULE

| LEAN                  |   | LEAN TECHNOLOGY CORPORATION |                         |                            |                |              |               | VCA               |                     |              | BURNS AND MCDONNELL |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |        |              |
|-----------------------|---|-----------------------------|-------------------------|----------------------------|----------------|--------------|---------------|-------------------|---------------------|--------------|---------------------|---------------------|------------------|-----------------|---------------------|----------------------|--------------------------------|---------------|--------------|--------------|-----------------|------------|---------------|--------------|--------------|--------------|--------|--------------|
| Job Classification    |   | Responsible                 | LTC PM & PRINCIPAL ENGR | LEAN ENG. III (PROD. CORD) | LEAN SR. POWER | LEAN SR. AFL | LEAN DESIGNER | VCA SR. STRUCTURE | VCA STAFF STRUCTURE | VCA DESIGNER | B/M LEAD ARCHITECT  | B/M STAFF ARCHITECT | B/M SENIOR CIVIL | B/M STAFF CIVIL | B/M LEAD MECHANICAL | B/M STAFF MECHANICAL | B/M LEAD FIRE ALARM/PROTECTION | B/M DESIGNORS | B/M DESIGNOR | N/M SUBTOTAL | SURVEY SUBTOTAL |            |               |              |              |              |        |              |
| Approved Billing Rate |   | Responsible                 | \$ 246.51               | \$ 171.19                  | \$ 184.36      | \$ 171.19    | \$ 111.60     | \$ 190.00         | \$ 150.00           | \$ 120.00    | \$ 276.00           | \$ 160.00           | \$ 290.00        | \$ 160.00       | \$ 284.00           | \$ 150.00            | \$ 290.00                      | \$ 120.00     | \$ 120.00    | \$ 1.00      | \$ 1.00         | TOTAL HRS. | SUBTOTAL LEAN | SUBTOTAL VCA | SUBTOTAL B/M | SUBTOTAL N/M | SURVEY | TOTAL        |
| Task No.              | Task Description  |                             |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |        |              |
|                       | FIRE ALARM  |                             |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |        |              |
|                       | FIRE PROTECTION NOTES   | B&M                         |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      | 4                              |               |              |              |                 | 4          | \$0           | \$0          | \$1,160      |              |        | \$1,160.00   |
|                       | FIRE PROTECTION DEFERRED SUBMITTAL SPECS  | B&M                         |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      | 8                              |               |              |              |                 | 8          | \$0           | \$0          | \$2,320      |              |        | \$2,320.00   |
|                       | STRUCTURAL  |                             |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |        |              |
|                       | STRUCTURAL NOTES  | B&M                         |                         |                            |                |              |               | 1                 | 4                   | 4            |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 9          | \$0           | \$1,270      | \$0          |              |        | \$1,270.00   |
|                       | STATEMENT OF SPECIAL INSPECTIONS  | B&M                         |                         |                            |                |              |               | 1                 | 4                   | 4            |                     |                     |                  |                 |                     |                      | 9                              |               |              |              |                 | 9          | \$0           | \$1,270      | \$0          |              |        | \$1,270.00   |
|                       | STANDARD CONCRETE DETAILS   | B&M                         |                         |                            |                |              |               | 1                 | 4                   | 4            |                     |                     |                  |                 |                     |                      | 9                              |               |              |              |                 | 9          | \$0           | \$1,270      | \$0          |              |        | \$1,270.00   |
|                       | STANDARD MASONRY DETAILS  | B&M                         |                         |                            |                |              |               | 1                 | 4                   | 8            |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 13         | \$0           | \$1,750      | \$0          |              |        | \$1,750.00   |
|                       | STANDARD FRAMING DETAILS  | B&M                         |                         |                            |                |              |               | 2                 | 4                   | 8            |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 14         | \$0           | \$1,940      | \$0          |              |        | \$1,940.00   |
|                       | BUILDING PLANS  | B&M                         |                         |                            |                |              |               | 4                 | 4                   | 8            |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 16         | \$0           | \$2,320      | \$0          |              |        | \$2,320.00   |
|                       | FOUNDATIONS SECTIONS & DETAILS  | B&M                         |                         |                            |                |              |               | 4                 | 4                   | 8            |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 16         | \$0           | \$2,320      | \$0          |              |        | \$2,320.00   |
|                       | SECURITY SYSTEMS  |                             |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |        |              |
|                       | EQUIPMENT LAYOUT  | LEAN                        | 1                       | 16                         |                |              | 8             |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 25         | \$3,878       | \$0          | \$0          |              |        | \$3,878.31   |
|                       | ACCESS CONTROL LAYOUT/SINGLE LINE DIAGRAM   | LEAN                        | 1                       | 16                         |                |              | 8             |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 25         | \$3,878       | \$0          | \$0          |              |        | \$3,878.31   |
|                       | ACCESS CONTROL - SCHEDULES  | LEAN                        | 1                       | 8                          |                |              | 8             |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 17         | \$2,509       | \$0          | \$0          |              |        | \$2,508.81   |
| 3.4                   | Receive and Review Front End Specifications.  | LEAN                        |                         | 4                          |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 4          | \$685         | \$0          | \$0          |              |        | \$684.75     |
| 3.5                   | Technical Specifications  | LEAN, VCA, B/M              | 1                       | 8                          | 16             | 8            |               |                   |                     |              | 1                   | 8                   | 1                | 8               | 1                   | 8                    | 8                              |               |              |              |                 | 68         | \$5,935       | \$0          | \$6,930      |              |        | \$12,865.20  |
| 3.6                   | Construction Schedule and Schedule Updates  | LEAN                        | 2                       |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 2          | \$493         | \$0          | \$0          |              |        | \$493.02     |
| 3.7                   | Estimate  | LEAN, VCA, B/M              | 2                       | 4                          | 8              | 8            |               |                   |                     |              |                     |                     | 2                |                 | 2                   |                      | 2                              |               |              |              |                 | 28         | \$4,022       | \$0          | \$1,728      |              |        | \$5,750.12   |
| 3.8                   | Engineers Design Report   | LEAN, VCA, B/M              | 8                       |                            | 4              | 4            |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 16         | \$3,394       | \$0          | \$0          |              |        | \$3,394.25   |
| 3.9                   | CSPP  | LEAN                        | 4                       |                            |                | 4            | 8             |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 16         | \$2,564       | \$0          | \$0          |              |        | \$2,563.59   |
| 3.10                  | 60% Quality Control Review (Subconsultants Q/C Shall be included individual cost and not this item) | LEAN                        | 8                       | 24                         |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 32         | \$6,081       | \$0          | \$0          |              |        | \$6,080.58   |
| 3.11                  | 60% Submittal - Final Submittal   | LEAN, VCA, B/M              | 8                       | 4                          | 4              | 4            | 8             |                   |                     |              | 1                   | 4                   | 1                | 4               | 1                   | 4                    | 1                              |               |              |              |                 | 40         | \$4,287       | \$0          | \$3,020      |              |        | \$7,307.05   |
| 3.12                  | 60% Design Review Meeting   | LEAN, VCA, B/M              | 4                       |                            | 4              | 4            |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 12         | \$2,408       | \$0          | \$0          |              |        | \$2,408.21   |
| 4.0                   | 100% Design   |                             |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 681        | \$68,107      | \$6,720      | \$39,628     | \$0.00       |        | \$114,455.03 |
| 4.1                   | Review and Respond to 60% Comments  | LEAN, VCA, B/M              | 1                       | 2                          | 2              | 2            |               |                   |                     |              | 1                   |                     | 1                |                 | 1                   |                      | 1                              |               |              |              |                 | 11         | \$1,300       | \$0          | \$1,140      |              |        | \$2,439.87   |
| 4.2                   | Submit 7460   | LEAN                        |                         | 2                          |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 2          | \$342         | \$0          | \$0          |              |        | \$342.38     |
| 4.3                   | Construction Plans  |                             |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 |            | \$0           | \$0          | \$0          |              |        | \$0.00       |
|                       | GENERAL   | LEAN                        | 2                       |                            |                |              | 2             |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 4          | \$566         | \$0          | \$0          |              |        | \$565.58     |
|                       | COVER SHEET   | LEAN                        | 2                       |                            |                |              | 2             |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 4          | \$566         | \$0          | \$0          |              |        | \$565.58     |
|                       | SHEET INDEX AND ARCHITECTURAL SYMBOLS   | LEAN                        | 2                       |                            |                |              | 2             |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 | 4          | \$566         | \$0          | \$0          |              |        | \$565.58     |
|                       | GENERAL INFORMATION   | LEAN                        | 2                       |                            |                |              | 1             |                   |                     |              | 1                   | 2                   |                  |                 |                     |                      |                                | 2             |              |              |                 | 8          | \$454         | \$0          | \$836        |              |        | \$1,289.88   |
|                       | ABBREVIATIONS   | LEAN                        | 2                       |                            |                |              | 2             |                   |                     |              | 1                   | 2                   |                  |                 |                     |                      |                                | 4             |              |              |                 | 11         | \$566         | \$0          | \$1,076      |              |        | \$1,641.58   |
|                       | CALIFORNIA APPLICABLE CODES   | LEAN, B/M                   | 1                       |                            |                |              |               |                   |                     |              | 1                   | 2                   |                  |                 |                     |                      | 9                              | 4             |              |              |                 | 9          | \$283         | \$0          | \$1,076      |              |        | \$1,358.79   |
|                       | ADA INFORMATION   | LEAN, B/M                   |                         | 1                          |                |              | 1             |                   |                     |              | 1                   | 2                   |                  |                 |                     |                      |                                | 4             |              |              |                 | 9          | \$283         | \$0          | \$1,076      |              |        | \$1,358.79   |
|                       | CIVIL   |                             |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |        |              |
|                       | ABBREVIATIONS AND LEGEND  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     |                     | 2                |                 |                     |                      |                                |               | 1            |              |                 | 3          | \$0           | \$0          | \$440        |              |        | \$440.00     |
|                       | ACCESS AND SAFETY PLAN  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 2                   |                  |                 |                     |                      |                                |               | 3            |              |                 | 3          | \$0           | \$0          | \$440        |              |        | \$440.00     |
|                       | OVERALL SITE PLAN   | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 2                   |                  |                 |                     |                      |                                |               | 6            |              |                 | 6          | \$0           | \$0          | \$800        |              |        | \$800.00     |
|                       | GRADING AND DRAINAGE PLAN   | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 2                   |                  |                 |                     |                      |                                |               | 4            |              |                 | 6          | \$0           | \$0          | \$800        |              |        | \$800.00     |
|                       | EROSION CONTROL PLAN  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 2                   |                  |                 |                     |                      |                                |               | 4            |              |                 | 6          | \$0           | \$0          | \$800        |              |        | \$800.00     |
|                       | OVERALL UTILITY PLAN  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 2                   |                  |                 |                     |                      |                                |               | 4            |              |                 | 6          | \$0           | \$0          | \$800        |              |        | \$800.00     |
|                       | DOMESTIC/FIRE WATER PLAN & PROFILE  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 2                   |                  |                 |                     |                      |                                |               | 4            |              |                 | 6          | \$0           | \$0          | \$800        |              |        | \$800.00     |
|                       | SITE DETAILS  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 2                   |                  |                 |                     |                      |                                |               | 2            |              |                 | 4          | \$0           | \$0          | \$560        |              |        | \$560.00     |
|                       | UTILITY DETAILS   | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 2                   |                  |                 |                     |                      |                                |               | 2            |              |                 | 4          | \$0           | \$0          | \$560        |              |        | \$560.00     |
|                       | FENCING AND SECURITY DETAILS  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 2                   |                  |                 |                     |                      |                                |               | 2            |              |                 | 4          | \$0           | \$0          | \$560        |              |        | \$560.00     |
|                       | LIFE SAFETY   |                             |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |        |              |
|                       | BUILDING CODE ANALYSIS  | B/M                         | 1                       |                            |                |              |               |                   |                     |              |                     | 1                   |                  |                 |                     |                      |                                |               | 2            |              |                 | 4          | \$247         | \$0          | \$400        |              |        | \$646.51     |
|                       | EXITING PLAN  | B/M                         | 1                       |                            |                |              |               |                   |                     |              |                     | 1                   |                  |                 |                     |                      |                                |               | 2            |              |                 | 4          | \$247         | \$0          | \$400        |              |        | \$646.51     |
|                       | ARCHITECTURE  |                             |                         |                            |                |              |               |                   |                     |              |                     |                     |                  |                 |                     |                      |                                |               |              |              |                 |            |               |              |              |              |        |              |
|                       | PLAN LEVEL 1  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 1                   |                  | 4               |                     |                      |                                |               | 2            |              |                 | 7          | \$0           | \$0          | \$1,040      |              |        | \$1,040.00   |
|                       | ROOF PLAN   | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 1                   |                  | 4               |                     |                      |                                |               | 2            |              |                 | 7          | \$0           | \$0          | \$1,040      |              |        | \$1,040.00   |
|                       | CEILING PLAN  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 1                   |                  | 4               |                     |                      |                                |               | 2            |              |                 | 7          | \$0           | \$0          | \$1,040      |              |        | \$1,040.00   |
|                       | BUILDING ELEVATIONS   | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 1                   |                  | 4               |                     |                      |                                |               | 2            |              |                 | 7          | \$0           | \$0          | \$1,040      |              |        | \$1,040.00   |
|                       | BUILDING SECTIONS   | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 1                   |                  | 4               |                     |                      |                                |               | 2            |              |                 | 7          | \$0           | \$0          | \$1,040      |              |        | \$1,040.00   |
|                       | WALL SECTIONS   | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 1                   |                  | 4               |                     |                      |                                |               | 2            |              |                 | 7          | \$0           | \$0          | \$1,040      |              |        | \$1,040.00   |
|                       | PARTITION TYPES   | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 1                   |                  | 4               |                     |                      |                                |               | 2            |              |                 | 7          | \$0           | \$0          | \$1,040      |              |        | \$1,040.00   |
|                       | PARTITION TYPE DETAILS  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 1                   |                  | 4               |                     |                      |                                |               | 2            |              |                 | 7          | \$0           | \$0          | \$1,040      |              |        | \$1,040.00   |
|                       | ROOF DETAILS  | B/M                         |                         |                            |                |              |               |                   |                     |              |                     | 1                   |                  | 4               |                     |                      |                                |               | 2            |              |                 |            |               |              |              |              |        |              |

| LEAN                  |  | LEAN TECHNOLOGY CORPORATION |                         |                            |                |              |               |                   |                     |              |                    | VCA                 |                  |                 | BURNS AND MCDONNELL |                      |                                |               |              |              |                 |           |               |              |              |              |              |              |  |  |  |  |  |  |
|-----------------------|--|-----------------------------|-------------------------|----------------------------|----------------|--------------|---------------|-------------------|---------------------|--------------|--------------------|---------------------|------------------|-----------------|---------------------|----------------------|--------------------------------|---------------|--------------|--------------|-----------------|-----------|---------------|--------------|--------------|--------------|--------------|--------------|--|--|--|--|--|--|
| Job Classification    |  | Responsible                 | LTC PM & PRINCIPAL ENGR | LEAN ENG. III (PROD. CORD) | LEAN SR. POWER | LEAN SR. AFL | LEAN DESIGNER | VCA SR. STRUCTURE | VCA STAFF STRUCTURE | VCA DESIGNER | B/M LEAD ARCHITECT | B/M STAFF ARCHITECT | B/M SENIOR CIVIL | B/M STAFF CIVIL | B/M LEAD MECHANICAL | B/M STAFF MECHANICAL | B/M LEAD FIRE ALARM/PROTECTION | B/M DESIGNORS | B/M DESIGNOR | N/M SUBTOTAL | SURVEY SUBTOTAL |           |               |              |              |              |              |              |  |  |  |  |  |  |
| Approved Billing Rate |  | Responsible                 | \$ 246.51               | \$ 171.19                  | \$ 184.36      | \$ 171.19    | \$ 111.60     | \$ 190.00         | \$ 150.00           | \$ 120.00    | \$ 276.00          | \$ 160.00           | \$ 290.00        | \$ 160.00       | \$ 284.00           | \$ 150.00            | \$ 290.00                      | \$ 120.00     | \$ 120.00    | \$ 1.00      | \$ 1.00         | TOTAL     | SUBTOTAL LEAN | SUBTOTAL VCA | SUBTOTAL B/M | SUBTOTAL N/M | SURVEY       | TOTAL        |  |  |  |  |  |  |
| Task No.              | Task Description   |                             |                         |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 |           |               |              |              |              |              |              |  |  |  |  |  |  |
|                       | UPDATE PERFORMANCE SPECIFICATION   | LEAN/B/M                    |                         |                            | 4              |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      | 8                              |               |              |              | 12              | \$737     | \$0           | \$2,320      |              |              | \$3,057.42   |              |  |  |  |  |  |  |
|                       | STRUCTURAL   |                             |                         |                            |                |              |               | 1                 | 2                   |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 3               | \$0       | \$490         | \$0          |              |              | \$490.00     |              |  |  |  |  |  |  |
|                       | STATEMENT OF SPECIAL INSPECTIONS   | VCA                         |                         |                            |                |              |               | 1                 | 1                   |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 2               | \$0       | \$340         | \$0          |              |              | \$340.00     |              |  |  |  |  |  |  |
|                       | STANDARD CONCRETE DETAILS  | VCA                         |                         |                            |                |              |               | 1                 | 1                   | 2            |                    |                     |                  |                 |                     |                      |                                |               |              |              | 4               | \$0       | \$580         | \$0          |              |              | \$580.00     |              |  |  |  |  |  |  |
|                       | STANDARD MASONRY DETAILS   | VCA                         |                         |                            |                |              |               | 1                 | 1                   | 2            |                    |                     |                  |                 |                     |                      |                                |               |              |              | 4               | \$0       | \$580         | \$0          |              |              | \$580.00     |              |  |  |  |  |  |  |
|                       | STANDARD FRAMING DETAILS   | VCA                         |                         |                            |                |              |               | 1                 | 1                   | 2            |                    |                     |                  |                 |                     |                      |                                |               |              |              | 4               | \$0       | \$580         | \$0          |              |              | \$580.00     |              |  |  |  |  |  |  |
|                       | BUILDING WIND ISO DIAGRAM  | VCA                         |                         |                            |                |              |               | 1                 | 1                   | 2            |                    |                     |                  |                 |                     |                      |                                |               |              |              | 4               | \$0       | \$580         | \$0          |              |              | \$580.00     |              |  |  |  |  |  |  |
|                       | ANCHOR BOLT PLAN   | VCA                         |                         |                            |                |              |               | 1                 | 1                   | 2            |                    |                     |                  |                 |                     |                      |                                |               |              |              | 4               | \$0       | \$580         | \$0          |              |              | \$580.00     |              |  |  |  |  |  |  |
|                       | FOUNDATION & SLAB-ON-GRADE PLAN  | VCA                         |                         |                            |                |              |               |                   | 1                   | 2            |                    |                     |                  |                 |                     |                      |                                |               |              |              | 3               | \$0       | \$390         | \$0          |              |              | \$390.00     |              |  |  |  |  |  |  |
|                       | BUILDING PLANS   | VCA                         |                         |                            |                |              |               |                   | 1                   | 2            |                    |                     |                  |                 |                     |                      |                                |               |              |              | 3               | \$0       | \$390         | \$0          |              |              | \$390.00     |              |  |  |  |  |  |  |
|                       | FOUNDATIONS SECTIONS & DETAILS   | VCA                         |                         |                            |                |              |               |                   | 1                   | 2            |                    |                     |                  |                 |                     |                      |                                |               |              |              | 3               | \$0       | \$390         | \$0          |              |              | \$390.00     |              |  |  |  |  |  |  |
|                       | STEEL FRAMING SECTIONS   | VCA                         |                         |                            |                |              |               |                   | 1                   | 2            |                    |                     |                  |                 |                     |                      |                                |               |              |              | 3               | \$0       | \$390         | \$0          |              |              | \$390.00     |              |  |  |  |  |  |  |
|                       | SECURITY SYSTEMS   |                             |                         |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              |                 |           |               |              |              |              |              |              |  |  |  |  |  |  |
|                       | EQUIPMENT LAYOUT   | LEAN                        | 1                       |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 1               | \$247     | \$0           | \$0          |              |              | \$246.51     |              |  |  |  |  |  |  |
|                       | ACCESS CONTROL LAYOUT/SINGLE LINE DIAGRAM  | LEAN                        | 1                       |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 1               | \$247     | \$0           | \$0          |              |              | \$246.51     |              |  |  |  |  |  |  |
|                       | ACCESS CONTROL - SCHEDULES   | LEAN                        | 1                       |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 1               | \$247     | \$0           | \$0          |              |              | \$246.51     |              |  |  |  |  |  |  |
| 4.5                   | Front End Specifications   | LEAN                        | 1                       |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 1               | \$247     | \$0           | \$0          |              |              | \$246.51     |              |  |  |  |  |  |  |
| 4.6                   | Technical Specifications   | LEAN, VCA, B/M              | 4                       | 8                          | 8              |              |               | 1                 | 4                   |              | 1                  | 4                   | 1                | 4               | 1                   | 4                    | 1                              |               |              |              | 41              | \$3,830   | \$790         | \$3,020      |              |              | \$7,640.39   |              |  |  |  |  |  |  |
| 4.7                   | Construction Schedule  | LEAN                        | 1                       |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 1               | \$247     | \$0           | \$0          |              |              | \$246.51     |              |  |  |  |  |  |  |
| 4.8                   | Construction Estimate  | LEAN, VCA, B/M              | 1                       | 2                          | 2              | 8            |               |                   |                     |              | 1                  |                     | 1                |                 | 1                   |                      |                                |               |              |              | 17              | \$2,327   | \$150         | \$850        |              |              | \$3,327.10   |              |  |  |  |  |  |  |
| 4.9                   | Engineers Report   | LEAN, VCA, B/M              | 1                       | 1                          | 1              |              |               | 1                 | 1                   |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 5               | \$602     | \$340         | \$0          |              |              | \$942.05     |              |  |  |  |  |  |  |
| 4.10                  | 100% Set Quality Control Review and Coordination. (Subconsultants to include QC Internal to Fee) | LEAN                        | 16                      | 16                         |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 32              | \$6,683   | \$0           | \$0          |              |              | \$6,683.16   |              |  |  |  |  |  |  |
| 4.11                  | Finalize CSPP  | LEAN                        | 4                       |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 4               | \$986     | \$0           | \$0          |              |              | \$986.04     |              |  |  |  |  |  |  |
| 4.12                  | Finalize 100% Design   | LEAN, VCA, B/M              | 4                       | 4                          | 8              |              |               |                   |                     |              | 1                  | 2                   | 1                | 2               | 1                   | 2                    | 1                              |               |              |              | 35              | \$4,038   | \$150         | \$2,080      |              |              | \$6,268.44   |              |  |  |  |  |  |  |
| 4.13                  | 100% Set Submittal Review Meeting  | LEAN, VCA, B/M              | 4                       |                            |                |              |               |                   |                     |              | 4                  |                     |                  |                 |                     |                      |                                |               |              |              | 8               | \$986     | \$0           | \$1,104      |              |              | \$2,090.04   |              |  |  |  |  |  |  |
| 5.0                   | BID SET  |                             |                         |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 207             | \$21,423  | \$3,210       | \$9,250      | \$0.00       |              | \$33,882.62  |              |  |  |  |  |  |  |
| 5.1                   | Review and Incorporate 100% Comments   | LEAN, VCA, B/M              | 2                       | 2                          | 2              |              |               |                   | 2                   |              | 1                  | 1                   | 1                | 2               | 1                   | 2                    |                                |               |              |              | 16              | \$1,204   | \$300         | \$1,630      |              |              | \$3,134.11   |              |  |  |  |  |  |  |
| 5.2                   | Bid Set Design   |                             |                         |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 0               | \$0       | \$0           | \$0          |              |              | \$0.00       |              |  |  |  |  |  |  |
| a                     | Construction Plans   | LEAN, VCA, B/M              | 2                       | 8                          | 8              | 8            | 16            | 1                 | 2                   | 8            | 2                  | 4                   | 2                | 4               | 2                   | 4                    |                                | 16            |              |              | 87              | \$6,492   | \$1,450       | \$5,500      |              |              | \$13,442.47  |              |  |  |  |  |  |  |
| b                     | Volume I Front End Specifications  | LEAN                        | 4                       |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 4               | \$986     | \$0           | \$0          |              |              | \$986.04     |              |  |  |  |  |  |  |
| c                     | Volume II - Technical Specifications   | LEAN, VCA, B/M              | 2                       | 4                          | 4              |              |               | 1                 | 2                   |              |                    |                     |                  | 2               |                     |                      | 2                              |               |              |              | 19              | \$1,915   | \$490         | \$940        |              |              | \$3,345.19   |              |  |  |  |  |  |  |
| d                     | Construction Schedule  | LEAN                        | 4                       |                            |                |              |               |                   | 8                   |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 12              | \$1,879   | \$0           | \$0          |              |              | \$1,878.84   |              |  |  |  |  |  |  |
| e                     | Construction Estimate  | LEAN, VCA, B/M              | 2                       | 2                          | 2              | 4            |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 10              | \$1,889   | \$0           | \$0          |              |              | \$1,888.86   |              |  |  |  |  |  |  |
| 5.3                   | Bid Set Quality Control Review   | LEAN                        | 2                       |                            |                | 16           |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 18              | \$3,232   | \$0           | \$0          |              |              | \$3,232.02   |              |  |  |  |  |  |  |
| 5.4                   | Finalize CSPP  | LEAN                        | 2                       | 2                          |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 4               | \$835     | \$0           | \$0          |              |              | \$835.40     |              |  |  |  |  |  |  |
| 5.5                   | Finalize Bid Set Design  | LEAN, VCA, B/M              | 2                       | 2                          | 2              |              | 16            | 1                 | 2                   | 4            |                    | 2                   |                  | 2               |                     |                      | 2                              |               |              |              | 37              | \$2,990   | \$970         | \$1,180      |              |              | \$5,139.71   |              |  |  |  |  |  |  |
| 5.0                   | BID AWARD SERVICES   |                             |                         |                            |                |              |               |                   |                     |              |                    |                     |                  |                 |                     |                      |                                |               |              |              | 55              | \$7,268   | \$1,050       | \$2,614      | 0            |              | \$10,932.48  |              |  |  |  |  |  |  |
| 6.1                   | Prebid Conference  | LEAN                        | 4                       |                            |                |              |               |                   |                     |              | 4                  |                     |                  |                 |                     |                      |                                |               |              |              | 8               | \$986     | \$0           | \$1,104      |              |              | \$2,090.04   |              |  |  |  |  |  |  |
| 6.2                   | Addenda  | LEAN, VCA, B/M              | 16                      |                            |                |              | 4             | 2                 |                     | 3            |                    |                     | 1                | 1               | 1                   | 1                    |                                | 4             |              |              | 41              | \$5,613   | \$740         | \$1,234      |              |              | \$7,786.73   |              |  |  |  |  |  |  |
| 6.3                   | Conformed Documents  | LEAN, VCA, B/M              | 1                       |                            |                |              | 2             | 1                 |                     | 1            | 1                  |                     |                  |                 |                     |                      |                                |               |              |              | 6               | \$470     | \$310         | \$276        |              |              | \$1,055.71   |              |  |  |  |  |  |  |
|                       | Subtotal Hours   |                             | 327                     | 515                        | 443            | 265          | 521           | 58                | 83                  | 104          | 82                 | 98                  | 38               | 152             | 52                  | 102                  | 61                             | 244           | 0            | 23409        | 7500            | 3145      | \$343,595     | \$35,270     | \$149,586    |              |              | \$571,497.68 |  |  |  |  |  |  |
|                       | Subtotal Cost  |                             | \$80,609                | \$88,162                   | \$81,670       | \$45,365     | \$58,144      | \$11,020          | \$12,450            | \$12,480     | \$22,632           | \$15,680            | \$11,020         | \$24,320        | \$14,768            | \$15,300             | \$17,690                       | \$29,280      | \$0          | \$23,409     | \$7,500         |           |               |              |              |              | \$571,497.68 |              |  |  |  |  |  |  |
|                       | % FTE (20 WEEKS)   |                             | 41%                     | 64%                        | 55%            | 33%          | 65%           | 7%                | 10%                 | 13%          | 10%                | 12%                 | 9%               | 19%             | 7%                  | 13%                  | 8%                             | 31%           | 0%           |              |                 | TOTAL FEE |               |              |              |              |              | \$571,497.68 |  |  |  |  |  |  |

SUMMARY OF BASE SERVICES

| ITEM | DESCRIPTION                          | TOTAL        | HRS   | LEAN      | VCA      | B/M       | N/M      | SURVEY  | % On Hrs. |
|------|--------------------------------------|--------------|-------|-----------|----------|-----------|----------|---------|-----------|
| 1.0  | PROJECT MANAGEMENT                   | \$24,275     | 122   |           | \$20,707 | \$1,360   | \$2,208  | ---     | 4%        |
| 2.0  | BASIS OF DESIGN AND SCHEMATIC DESIGN | \$173,289    | 787   | \$92,475  | \$11,470 | \$38,434  | \$23,409 | \$7,500 | 25%       |
| 3.0  | 80% Design                           | \$214,063.88 | 1293  | \$143,968 | \$12,140 | \$58,556  | ---      | ---     | 41%       |
| 4.0  | 100% Design                          | \$114,455.03 | 681   | \$68,107  | \$6,720  | \$39,628  | ---      | ---     | 22%       |
| 5.0  | BID SET                              | \$33,882.62  | 207   | \$21,423  | \$3,210  | \$9,250   | ---      | ---     | 7%        |
| 5.0  | BID AWARD SERVICES                   | \$10,932.48  | 55    | \$7,268   | \$1,050  | \$2,614   | ---      | ---     | 2%        |
|      | SUBTOTAL                             | \$571,498    | 3,145 | \$353,948 | \$35,950 | \$150,690 | \$23,409 | \$7,500 | 100%      |

SUMMARY - ADDITIONAL SERVICES

| ITEM | DESCRIPTION   | TOTAL    |
|------|---|----------|
| A1   | DESIGN OF DEFERRED SUBMITTAL FOR DRY FIRE SUPPRESSION | \$40,000 |
| A2   | ENVIRONMENTAL ASSESSEMENT - PHASE II ALLOWANCE        | \$40,000 |
|      | SUBTOTAL  | \$80,000 |

ASSUMPTIONS:

- 1 Fire Alarm shall be provided for under a deferred submittal as sole-source to the contractor.
- 2 Request for Substitutions will take place during Construction Administration. Airport will refer the Contract to submit as part of the shop drawings.

**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**

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

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.

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 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.

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

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. Civil Rights – Title VI Assurance

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. Compliance with Regulations: Consultant 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.

B. Non-discrimination: Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant 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.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant 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 Consultant of Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Consultant under the contract until Consultant complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the

Authority to enter into any litigation to protect the interests of the Authority. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

G. During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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 U.S.C. § 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 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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. at 74087 to 74100);

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 U.S.C. 1681 *et seq*).

5. Clean Air and Water Pollution Control

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). 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.

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

6. Contract Workhours and Safety Standards Act Requirements

A. 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.

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

In the event of any violation of the clause set forth in paragraph (A) of this clause, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and such 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 (A) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (A) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant 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 (B) of this clause.

D. Subcontractors.

Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) 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 (A) through (D) of this clause.

7. Certification of Offeror/Bidder Regarding Debarment

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

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

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

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered

transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. Disadvantaged Business Enterprises

A. Contract Assurance (§ 26.13) - Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by Consultant 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 Authority 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 Consultant from future bidding as non-responsible.

Contractor agrees to include the Contract Assurance in all subcontracts entered into with a subcontractor.

B. Prompt Payment (§ 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. Attainments (§ 26.37) - Contractor shall submit a running tally of actual DBE attainments (e.g. payments actually made to DBE firms) including a means of comparing these attainments to commitments in a monthly basis in the format specified by the Authority.

D. Utilization (§ 26.53) - The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Authority's written consent as provided in 49 CFR Part 26. Unless the Authority's consent is provided as provided therein, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

E. Termination or Replacement of DBEs on a Contract (§ 26.53) - The Contractor shall notify the Business Properties and Administration department in writing immediately of a DBE's inability or unwillingness to perform its subcontract work and Contractor's intention to terminate the DBE, and shall provide reasonable documentation in evidence of the DBE's deficient performance. The Authority will evaluate the Contractor's allegations of the DBE's



deficient performance and determine, in its sole discretion, whether the Contractor's proposed termination of the DBE is based on good cause and warranted.

F. Subcontracts (§26.29) – The Contractor shall make available upon request a copy of all subcontracts.

9. Distracted Driving

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

In support of this initiative, the Authority encourages 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 \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. Energy Conservation Requirements

Consultant and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

11. Federal Fair Labor Standards Act

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

12. Certification Regarding Lobbying

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

### 13. 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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Consultant 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.

### 14. Termination of Contract

A. The Owner may, by written notice to 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.

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.

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

- a. Perform the services within the time specified in this contract or by Authority approved extension;
- b. Make adequate progress so as to endanger satisfactory performance of the Project;
- c. Fulfill the obligations of the agreement that are essential to the completion of the Project.

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

The Authority agrees to make just and equitable compensation to 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.

2. Termination by Consultant: Consultant may terminate this agreement in whole or in part, if the Authority:

- a. Defaults on its obligations under this agreement;
- b. Fails to make payment to Consultant in accordance with the terms of this Agreement;
- c. 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, the Engineer is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this agreement and all justified reimbursable expenses incurred by 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.

#### 15. Trade Restriction Certification

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

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

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

B. The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Consultant must require subcontractors provide immediate written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

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

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

16. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Authority 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 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
NOVEMBER 16, 2020**

**TRANSIT SYSTEMS UNLTD., INC. CONTRACT**

**SUMMARY**

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to award a Professional Services Agreement (“PSA”) to Transit Systems Unltd., Inc (“Transit Systems”), copy attached, for on-call parking shuttle bus service and emergency transport service.

Subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for its consideration immediately following the Committee’s meeting.

**BACKGROUND**

The Courtesy Shuttle Services Agreement with the prior service provider, MV Transportation (“MV”) was a fixed-price contract with a five-year term that expired on October 31, 2020. The MV contract had two fixed-priced, one-year extension options that available to the Authority.

As discussed with the Committee previously, the COVID-19 impact on passenger demand for air travel was swift, wide, and deep with Staff undertaking measures to immediately reduce operating costs while complying with health requirements issued by LA County Public Health. Under these conditions, Staff met with both the parking operator (SP+) and MV, to formulate a program that consolidated and temporarily closed certain parking lots resulting in a change from scheduled shuttle bus operations to on-call service.

Prior to the expiration of the contract, Staff and MV entered into discussions for a replacement agreement reflective of the service requirements that are forecasted to continue for a period due to the COVID-19 pandemic. Discussions with MV to reach a mutually acceptable cost structure for continued on-call service were not successful and the agreement with MV was allowed to expire.

In order to fulfill the need for an on-call shuttle bus service at the Airport, Staff contacted the current backup shuttle bus service provider, Transit Systems. Transit Systems was amenable to entering into a one-year agreement for services that would be available on an on-call basis in the event remote passenger and employee parking operations are resumed or emergency transport of passengers is needed. The contract period will be November 16, 2020, to November 15, 2021.

Transit Systems is a local charter bus company that has satisfactorily provided similar services at the Airport in the past. Transit Systems possesses the appropriate compressed natural gas (CNG) powered bus fleet, employs its own bus drivers, carries its own insurance, and can respond quickly to the Airport in the event of a request for on-call services is issued. The proposed PSA specifically requires Transit Systems to respond within 45 minutes for a request for emergency service and within one day for on-call service.

### Compensation

This PSA does not contain any fixed monthly costs. Fees will be assessed only when the busing service is deployed and will be calculated on an hourly basis. Hourly rates for the busing services are as follows:

#### Emergency Service

- A. Base Period (5-Hours) Lump Sum
  - Each 55 passenger Coach Bus: \$650
  - Each 47 passenger Coach Bus: \$570
  - Each 40 passenger Transit Bus: \$505
- B. Post-Base Period Hourly Rate
  - Each 55 passenger Coach Bus: \$125
  - Each 47 passenger Coach Bus: \$105
  - Each 40 passenger Transit Bus: \$90

#### On-Call Service

- Each bus: \$70 per hour

### STAFF RECOMMENDATION

Until such time when passenger activity returns to a level that warrants the reopening of remote lots requiring the transport of passengers and employees to these locations on a scheduled basis, Staff recommends to the Committee that it recommend to the Commission that it award the proposed PSA to Transit Systems for the on-call parking shuttle bus and emergency bus service and authorize the President to execute the same.



**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Transit Systems)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated November 16, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Transit Systems Unltd., Inc. ("Contractor"), a California 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 Contractor as an independent contractor to provide the following professional services: on-call courtesy parking shuttle bus service and emergency bus service.

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

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

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

- A. "Commencement Date": November 16, 2020.
- B. "Contract Administrator": Scott Kimball or a duly authorized designee.
- C. "Emergency Service Proposal": Contractor's October 9, 2020 proposal for emergency bus service set forth in the attached Exhibit A.
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": November 15, 2021.
- F. "Federal Requirements" the federal requirements set forth in the attached Exhibit E, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- G. "Fee Schedule": the fee schedule set forth in the attached Exhibit C.
- H. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit D.

J. "On-Call Service Proposal": Contractor's October 20, 2020 proposal for on-call courtesy parking lot shuttle bus service set forth in the attached Exhibit B.

K. "Proposals": the Emergency Service Proposal and the On-Call Service Proposal.

L. "Services": the tasks set forth in the Proposals.

**2. Services.**

A. Contractor shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, the Proposals, and applicable laws. Time is of the essence in the performance of this Agreement.

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

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

**3. Term.**

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 30 days prior written notice to the other party.

**4. Compensation.**

A. The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. Contractor acknowledges that there is no minimum compensation amount required by this Agreement.

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

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

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

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

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

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

**9. Indemnification.**

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

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

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

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

**11. 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 Contractor.

**12. 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.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Tom Janowitz  
E-mail: [TJanowitz@bur.org](mailto:TJanowitz@bur.org)

Contractor  
Transit Systems Unltd., Inc.  
8976 Laurel Canyon Blvd.  
Sun Valley, CA 91352  
Attn: Maurice Vanegas  
E-mail: [mvanegas@transitsystems.biz](mailto:mvanegas@transitsystems.biz)

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

**14. 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.

**15. Exhibits.** Exhibits A through E 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 D, 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 E, the provisions of Exhibit E shall prevail.

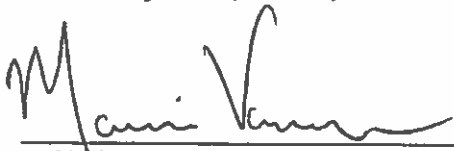

**16. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted,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

**17. 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.

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

**Transit Systems, Unltd., Inc.**

|   |  |
|---|--|
| <br>10/27/2020.                | <br>10/27/2020.  |
| <input type="checkbox"/> Chairperson <input type="checkbox"/> President <input type="checkbox"/> Vice President | <input type="checkbox"/> Secretary <input type="checkbox"/> Asst. Secretary<br><input type="checkbox"/> Chief Finance Officer <input type="checkbox"/> 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**

\_\_\_\_\_  
Ross Selvidge, Ph.D., President

Approved as to form:

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

**EXHIBIT A**  
**Emergency Service Proposal**

(attached)

## **Transit Systems Unlimited, Inc.**

**8976 Laurel Canyon Blvd.**

**Sun Valley 91352**

**Phone 818-504-7270**

**Fax 818-504-6403**

10/9/2020

Good Morning Mr. Janowitz,

Thank you for the inquiry for the emergency bus service.

For the emergency situations, bus can be at the airport within 30-45 minutes from the time of the phone call received, and rates are as follow:

1. 55passenger Coach Bus (with luggage compartments) = \$650.00 minimum hours
2. 47passenger Coach Bus (with limited luggage compartments) = \$570.00 minimum hours
3. 40passenger Transit Bus (no luggage compartments) = \$505.00 minimum hours.

Minimum hours are the First 5 hours; if buses would be needed for longer than 5 hours, additional hourly rate will be applied as follow:

1. 55passenger Coach Bus (with luggage compartments) = \$125.00 per additional hour
2. 47passenger Coach Bus (with limited luggage compartments) = \$105.00 per additional hour
3. 40passenger Transit Bus (no luggage compartments) = \$90.00 per additional hour.

Please, don't hesitate to contact us if any questions, or if additional info needed.

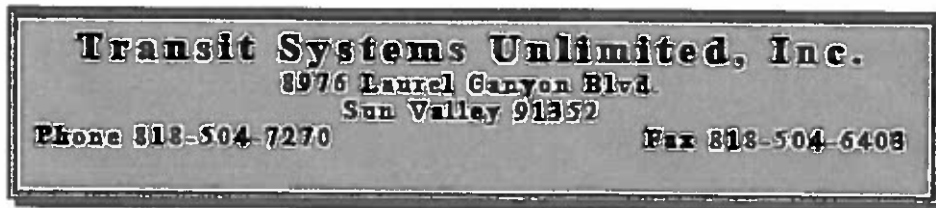
Looking forward for your reply,

Ms. Lana Dunets  
Operations  
Transit Systems Unlimited, Inc.  
8976 Laurel Canyon Blvd.  
Sun Valley, California 91352  
Tel. No.: 818.504.7270  
Fax No.: 818.504.6403  
[www.transitsystems.biz](http://www.transitsystems.biz)

**EXHIBIT B**  
**On-Call Service Proposal**

(attached)





10/20/2020

Good Morning Mr. Janowitz,

Thank you for the inquiry for the "On-Call Courtesy Parking Lot Shuttle Service" bus service.

As Proposal for "On-Call Courtesy Parking Lot Shuttle Service Scope of Work", Transit Systems Unlimited, Inc will be able to provide 7 Mini Buses per day (or more if needed and available), all 7 buses will be ADA (wheelchair lift equipped) mini buses.

The Proposed Rate will be as follow:

1. Each Bus will be charged at \$70.00 per hour. For Example, If Mini buses will be used from 8am to 11pm, each bus total rate will be calculated as \$70.00\* 15hours = \$1260.00 per Mini Bus.

Please, see "On-Call Courtesy Parking Lot Shuttle Service Scope of Work" on the next 3 pages.  
Please, don't hesitate to contact us if any questions, or if additional info needed.

Looking forward for your reply,

Ms. Lana Durets  
Operations  
Transit Systems Unlimited, Inc.  
8976 Laurel Canyon Blvd.  
Sun Valley, California 91352  
Tel. No.: 818.504.7270  
Fax No.: 818.504.6403  
[www.transitsystems.biz](http://www.transitsystems.biz)

### On-Call Courtesy Parking Lot Shuttle Services Scope of Work

**Agreement Term:** November 16, 2020 to November 15, 2021

Provide on-call courtesy shuttle services between the Hollywood Burbank Airport ("Airport") Terminal and the Airport's Remote Parking Lots, as needed upon request.

Operation and management of the courtesy shuttle services in a manner that meets the Airport standard customer waiting time of not more than 10 minutes. This service standard must be satisfied from 5:00am to 11:00pm seven days a week.

Transportation of Airport passengers to and from the Airport Remote Parking Lots and the Airport Terminal. This will be a loop shuttle service.

Turnkey operation and maintenance of buses.

Daily bus safety, cleanliness and servicing inspections.

Compliance with applicable laws.

Remote Parking Lot A is located at approximately 2799 Hollywood Way Burbank, CA less than 1/2 mile north of the Airport Terminal entrance on Hollywood Way. This lot includes 1,592 parking spaces and 10 bus stops. The lot has two customer entrance lanes, one shuttle entrance lane, two cashier booth exits, one express pay exit lane. This lot is open 24 hours per day when in use.

Remote Lot B is located at approximately 2710 Hollywood Way Burbank, CA less than 1/2 mile north of the Airport Terminal entrance on Hollywood Way. This lot includes 637 parking spaces and four bus stops. The lot has one customer entrance lane, one shuttle entrance lane, and one cashier booth exit equipped with an express exit lane. This lot is open 24 hours per day when in use.

Remote Parking Lot C is located at approximately 3250 Thornton Ave Burbank, CA less than 1/2 mile east of the Airport Terminal on Thornton Avenue. This lot includes 518 parking spaces and five bus stops. Lot C has one customer entrance lane, two customer express exit lanes, and one cashier booth exit. This lot is open 24 hours per day when in use.

Access Control System -- Parking lot shuttle entrances and exits are equipped with access control proximity readers. All shuttles must be equipped with a proximity card in order to activate the entrance and exit gate arms. The proximity cards will be provided by the Authority as needed.

#### Operational Requirements

Operator shall operate the Courtesy Shuttle Service in a competent, efficient and professional manner in accordance with the terms of this Agreement, and at least comparable to other well managed operations of similar type. Operator shall conduct its operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to customers, employees, patrons, or tenants of the Airport. There will be no charge by Operator to the traveling public for this service.

In order to ensure a high level of customer service, Operator shall comply with the following requirements:

Operator shall operate the Courtesy Shuttle Service during Airport operating hours 7 days per week. Operator will minimize idling at shuttle stops and limit passenger wait times at each shuttle stop to no more than 10 minutes.

Shuttle shall not idle longer than two minutes at any one location, except while in the process of picking up or dropping off passengers or while obeying the California Vehicle Code. **Delayed Flights:** Operator is responsible for providing service (under the terms of the Agreement) to passengers of any flights that have been delayed or diverted after 11:00pm. If any flight has been diverted and airlines are bringing passengers to the Airport Operator shall make necessary adjustments to the Staff schedule and keep an appropriate number of drivers and shuttle in service to accommodate the irregular activity.

**Control of Shuttles:** Any shuttle taken out of service by Operator shall be reported to Authority and the approximate time in which full service will be restored. If for any reason, any shuttle becomes inoperable, Operator shall replace the inoperable shuttle within two hours with an equivalent substitute shuttle.

**Cell Phones:** Operator shall provide the Authority with the cell phone numbers of the shuttle drivers performing the services in order to facilitate communications with shuttle drivers when requested. All shuttle drivers performing the services shall be immediately reachable by cell phone.

**Shuttle Route:** Operator shall provide a courtesy shuttle service between the Terminal (2627 Hollywood Way) and the Airport's Remote Parking Lot(s). Operator shall utilize routes agreed to by the Authority, subject to change.

Operator's shuttles shall utilize the designated shuttle stops in the remote parking facilities and the designated pick up/drop off area at the ground transportation curb on the Terminal roadway. Deviation from the routes is not permitted without approval from Authority.

The Operator shall maintain in effect at all times during the term of the contract, all licenses, permits and approvals required by all applicable laws, and shall furnish to the Authority copies of all such licenses, permits and approvals

and any and all renewals thereof. The Operator shall comply with all applicable laws and governmental orders in the performance of the services pursuant to the Agreement.

**Shuttle Driver:**

Able to communicate clearly in English.

Must be customer service oriented, friendly, and personable.

Must have good hygiene, clean, neat, and in uniform.

Must be physically able to assist passengers in need of ADA and luggage assistance. Must be physically able to lift up to 75 pounds.

Operator shall employ all needed personnel to operate the Courtesy Shuttle Service. All personnel employed by Operator as drivers must be fully qualified to operate the shuttles specified herein and must possess a valid commercial California Driver License with a passenger endorsement of the type required for the shuttle driven. All drivers shall be at least 18 years of age and shall be able to communicate clearly in the English language.

**Dress Code:** Operator shall require its employees to be properly dressed at all times. Operator shall require all employees working in view of the public, except management employees, to wear clean and neat uniforms of a design approved by Authority and company-issued photo identification badge with Operator's company and driver's name clearly visible.

**Employee Conduct:** Operator shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. It shall be the responsibility of Operator to maintain close supervision over such officers, agents, employees and representatives to assure the rendering of a high standard of service to the traveling public.

Operator shall require its attendants and employees to be, clean, courteous, efficient, and neat in appearance at all times, and shall not employ any person(s) in or about the Airport who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.

While at the Airport, Operator's employees shall comply with the standards of demeanor adopted from time to time by Authority, including without limitation, no smoking of any product (tobacco, e-cigs, marijuana/illegal drugs/alcohol/prescribed drugs) or consumption of food or beverages while in view of the public or in a shuttle other than that which is owned by the employee, and no personal visitors. Employees shall handle shuttles in a manner that is safe and prudent at all times and shall not use in any manner any cell phones or mobile communication devices while operating a courtesy shuttle.

Periodic inspections concerning the conduct, demeanor and appearance of Operator's personnel employed in providing the Courtesy Shuttle Service shall be made by the Authority or its designee. Upon objection from Authority or designee concerning the conduct, demeanor or appearance of offending officers, agents, employees or representatives whose conduct is detrimental to the best interests of the public, Operator shall forthwith take all steps necessary to remove the cause of the objection, or upon request of Authority, remove the employee from engaging in any responsibilities related to this Agreement.

**Shuttle Fleet:**

**ADA Compliance:** It is Operator's responsibility to comply with ADA regulations.

Maximum length of each shuttle: 30'. Mixed fleet type approved.

Interior luggage rack preferred but not required.

Parking lot destination graphic displayed on all four sides of the dedicated shuttles in contrasting lettering. A lot designation sign shall be also be displayed on the interior of each shuttle.

Climate control system including air conditioning.

Door lights.

Fuel system shall meet all National Fire Protection Association (NFPA), Department of Transportation (DOT), Federal Motor Vehicle Safety Standards (FMVSS), rules, recommendations and regulations that apply at the time of delivery.

Passenger seating shall be kept clean and properly maintained.

**Pricing:**

The rate for the described service will be \$70.00 per hour per bus.

**Insurance Requirements:**

| Coverage   | Minimum Limits  |
|--|---|
| Commercial General Liability with broad form property damage and Contractual liability | \$1,000,000.00 combined single limit per occurrence<br>\$2,000,000.00 annually. |
| Automobile Liability including coverage for owned, non-owned and hired vehicles        | \$5,000,000 combined single limit per occurrence.                               |
| Workers' Compensation  | Statutory   |
| Employers' Liability Insurance   | \$1,000,000.00 per occurrence.  |
| Excess Umbrella Liability Insurance  | \$9,000,000.00 in excess of the coverages                                       |

**Qualified Insurer:** The policy or policies of insurance must be issued by an insurer which meets the minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or [www.ambest.com](http://www.ambest.com) shall be A- (Secure Best's Rating) and VII (Financial Size Category). A California admitted carrier is required.

This policy or policies of insurance maintained by Operator shall provide the minimum limits and coverage as set forth below:

The Authority shall be added as an additional insured on all insurance policies required by this Agreement with respect to work done by Operator under the terms of this Agreement (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the Authority is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the Authority shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that Operator's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Agreement shall give the Authority 30 days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

All insurance policies required by this Agreement shall waive all rights to subrogation against the Authority and its officials, officers, agents and employees when acting in the scope of their appointment or employment.

Commercial General Liability policy shall contain a severability of interest's clause.

Operator is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. Operator will comply with such provisions and shall furnish the Authority satisfactory evidence that Operator has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to BGPAA/Business Development & Administrative Services Office/Insurance, 2627 Hollywood Way, Terminal A, 2nd Floor, Burbank, CA 91505.

The Authority may require Operator to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by Purchasing Manager as appropriate to adequately protect the Authority.

The Authority shall notify Operator in writing of changes in the insurance requirements. If Operator does not deposit copies of acceptable certificates of insurance and endorsements with the Authority incorporating such changes within 30 days of receipt of such notice, this Agreement shall be in breach without further notice to Operator, and the Authority shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Operator's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT C**  
**Fee Schedule**

**I. Emergency Service**

**A. Base Period (5-Hours) Lump Sum**

- Each 55 passenger Coach Bus: \$650
- Each 47 passenger Coach Bus: \$570
- Each 40 passenger Transit Bus: \$505

**B. Post-Base Period Hourly Rate**

- Each 55 passenger Coach Bus: \$125
- Each 47 passenger Coach Bus: \$105
- Each 40 passenger Transit Bus: \$90

**C. Sample Calculation**

Scenario: one 55 passenger Coach Bus is used for 6 hours  
Fee: \$775 (\$650 + \$125)

**II. On-Call Service**

- Each bus: \$70 per hour

**EXHIBIT D**  
**Insurance Requirements**

1. Contractor shall obtain, provide, and maintain policies of insurance as specified below.
  - A. General Liability Insurance. Contractor 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. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of Contractor 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 \$5,000,000 combined single limit for each accident.
  - C. Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.
  - D. Excess Umbrella Liability Insurance. Contractor shall maintain excess umbrella liability insurance written on an occurrence basis and providing coverage in an amount at least equal to Nine Million Dollars (\$9,000,000) in excess of the coverages required above.
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 Contractor'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, Contractor's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Contractor'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. Contractor'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-:VIII, 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 Contractor 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 Contractor 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 Contractor maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Contractor 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. Contractor shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Contractor. Contractor shall monitor and review all such coverage, and Contractor assumes all responsibility for ensuring that such coverage is provided. Upon request, Contractor 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 Contractor or the Authority shall withhold from its payments to Contractor 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 Contractor 90 days notice of such change. If such change results in substantial additional cost to Contractor, then the parties shall renegotiate Contractor's compensation.



**EXHIBIT E**  
**Non-AIP Project Federal Requirements**

1. General Civil Rights Provisions

Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. Civil Rights – Title VI Assurance

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

A. Compliance with Regulations: Contractor 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.

B. Non-discrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. 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.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by 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 Contractor of Contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: 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 Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Contractor under the contract until Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Contractor will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

G. During the performance of this contract, 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 U.S.C. § 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 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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. at 74087 to 74100);

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 U.S.C. 1681 *et seq*).

### 3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor 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.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
NOVEMBER 16, 2020**

**COMMITTEE PENDING ITEMS**

**Future**

1. Award of Contract – Royal Electric; Airfield Lighting Testing and Inspection
2. Award of Contract – Airfield Sweeper Acquisition
3. Award of Contract - Acquisition of Body Cameras (APD)