KCI AIRPORT TERMINAL MODERNIZATION PROJECT DEVELOPMENT AGREEMENT

Between

CITY OF KANSAS CITY, MISSOURI

and

EDGEMOOR INFRASTRUCTURE & REAL ESTATE II LLC

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KCI AIRPORT TERMINAL MODERNIZATION PROJECT DEVELOPMENT AGREEMENT

This KCI Airport Terminal Modernization Project Development Agreement (this "Agreement") is entered into as of [20/9] (the "Effective Date") by and between the CITY OF KANSAS CITY, MISSOURI (the "Owner") and EDGEMOOR INFRASTRUCTURE & REAL ESTATE II LLC, a limited liability company organized and existing under the laws of the State of Maryland ("Developer").

RECITALS:

- A. The Owner owns, operates and maintains Kansas City International Airport (the "Airport") and desires to undertake a project to redevelop the Airport to provide a modernized, expanded single terminal facility (the "Project").
- B. The Owner issued a "Request for Qualifications/Proposals for Design, Construct and Private Financing of KCI/ Request #062017" (as amended, the "RFQ/P") on May 30th, 2017 to identify a potential developer for the Project. Based on an evaluation of the proposals received and interviews conducted in accordance with the evaluation criteria and processes set forth in the RFQ/P, the Owner selected Developer's proposal on September 21, 2017.
- C. The Project was approved by a super-majority of voters in an election conducted on November 7, 2017.
- D. The Owner and Developer entered into a Memorandum of Understanding dated as of February 9, 2018 (the "MOU") to establish a framework for negotiations of the Contract Documents to effectuate the Project. The City Council authorized the City Manager's execution of the MOU with its passage of Ordinance No. 180058.
- E. The Owner and Developer intend for Developer to develop, design and construct the Project substantially in accordance with the plans and criteria in <u>Appendix 1-A</u> (the "Preliminary Project Program").
- F. The MOU is hereby terminated as of the Effective Date, Developer is not entitled to any termination payment thereunder, and all rights and obligations of the Parties with respect to the Project from and after the Effective Date shall be governed by this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS AND INTERPRETATION; CONTRACT DOCUMENTS; STANDARDS; ORDER OF PRECEDENCE

1.1 Abbreviations and Definitions

Abbreviations and definitions used in this Agreement and other Contract Documents have the meanings set forth in Schedule 1.

1.2 Design and Construction Standards

- 1.2.1 Developer shall use reasonable care to identify any provisions in the Contract Documents that create a potentially unsafe condition, or are or become inconsistent with Good Industry Practice or applicable Law. Within 20 days after Developer knows, or in the exercise of commercially reasonable practices should have known, that a provision in the Contract Documents is erroneous, creates a potentially unsafe condition or is or becomes inconsistent with Good Industry Practice or applicable Law, Developer shall have the duty to notify the Owner in writing of such fact and of the changes to the provision that Developer believes are necessary. If Developer commences or continues any Work affected by an error after knowledge of the need for the change, Developer shall bear any additional costs and time associated with required corrective Work.
- 1.2.2 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to applicable Law shall mean the most recent standard, specification, manual, code or Law in effect as of the Effective Date, except as may be otherwise specifically stated in the Contract Documents.

1.3 Order of Precedence

Conflicts between or among the Contract Documents shall be resolved by giving precedence in the following order:

- (a) Specific language in Change Orders and other amendments to the Development Agreement and its Exhibits;
- (b) General language in Change Orders and other amendments to the Development Agreement and its Exhibits;
- (c) Specific language in Development Agreement and its Exhibits;
- (d) General language in the Development Agreement and its Exhibits;
- (e) Development Agreement excluding its Exhibits;
- (f) Exhibits to the Development Agreement;
- (g) Specific language in other Contract Documents; and
- (h) General language in other Contract Documents.

ARTICLE 2. TERM; CONDITIONS PRECEDENT; DELIVERY

2.1 Term

The term of this Agreement shall commence on the Effective Date and continue until a Certificate of Final Completion has been issued or deemed issued in accordance with the terms of <u>Article 7</u> (the "Term").

2.2 Conditions Precedent

2.2.1 Conditions Precedent

The Owner and Developer hereby acknowledge that the Parties' obligation to commence construction of the Project is contingent upon the satisfaction or waiver of the conditions precedent set forth in <u>Section 2.2.3</u> and <u>Section 2.2.4</u> below and the issuance of the Notice to Proceed ("NTP") in accordance with Section 2.2.5 hereof.

2.2.2 Acknowledgements of Satisfied Conditions Upon Execution

2.2.2.1 By virtue of their execution of this Agreement, the Owner and Developer shall be deemed to have approved the Preliminary Project Program, which shall include: (i) a complete list of the Design Documents, (ii) the Project Schedule (iii) a procurement schedule, (iii) the Schedule of Values, and (iv) the GMP, all as may be updated pursuant to Section 4.5.

2.2.3 Owner Conditions Precedent

- 2.2.3.1 The Owner shall be satisfied that the Project can be completed in accordance with all applicable Law.
 - 2.2.3.2 The Owner shall have approved the Key Contracts.
 - 2.2.3.3 The City Council shall have approved this Agreement.
- 2.2.3.4 Developer shall have taken all company actions necessary for the undertaking of its obligations under this Agreement and the documents relating hereto.
- 2.2.3.5 The Owner shall have (i) reimbursed Developer for Developer's Out-of-Pocket Costs, as that term is defined in and pursuant to the Reimbursement Agreement, subject to the terms of the Acknowledgment of Consent dated April 30, 2018 (the "Consent Agreement"), within 10 days of the Effective Date, and (ii) demonstrated that it has Readily Available Funds for any Work to be performed by Developer prior to issuance of the Bonds.
- 2.2.3.6 The Owner and the Airlines shall have executed the Airline Use and Lease Agreement or a binding term sheet for the same.
- 2.2.3.7 The Owner shall have demonstrated its financial capacity to fulfill its obligations under this Agreement to Developer's reasonable satisfaction, including committing to a commercially reasonable bond financing plan to sell the Bonds necessary to pay for the Work and all other obligations under this Agreement.
- 2.2.3.8 All representations and warranties of Developer and Owner set forth in Section 12.1 and Section 12.2 remain true and correct in all material respects as of the Effective Date.

2.2.4 Developer Conditions Precedent

- 2.2.4.1 Developer shall be satisfied that the Project can be completed in accordance with all applicable Law.
- 2.2.4.2 Developer shall have awarded and the Owner shall have approved the Key Contracts.
 - 2.2.4.3 The City Council shall have approved this Agreement.

- 2.2.4.4 The Owner shall have (i) reimbursed Developer for Developer's Out-of-Pocket Costs, subject to the terms of the Consent Agreement, within 10 days after Developer presents the Owner with a written statement of amount due, and (ii) demonstrated that it has Readily Available Funds for any Work to be performed by Developer prior to issuance of the Bonds.
- 2.2.4.5 The Owner and the Airlines shall have executed the Airline Use and Lease Agreement or a binding term sheet for the same.
- 2.2.4.6 The Owner shall have demonstrated its financial capacity to fulfill its obligations under this Agreement to Developer's reasonable satisfaction, including committing to a commercially reasonable bond financing plan to sell the Bonds necessary to pay for the Work and all other obligations under this Agreement.
- 2.2.4.7 All representations and warranties of Developer and Owner set forth in Section 12.1 and Section 12.2 remain true and correct in all material respects as of the Effective Date.

2.2.5 Issuance of Notice to Proceed

Upon satisfaction or waiver of the conditions set forth in Section 2.2.3, with respect to the Owner, or Section 2.2.4, with respect to Developer, the Owner may issue and deliver to Developer the NTP for the Work. The issuance of the NTP shall be deemed conclusive evidence that the Owner has agreed to proceed with the Project in accordance with this Agreement. If Developer does not object in writing to such NTP within 10 Business Days after receipt thereof, such failure to object shall be deemed conclusive evidence that Developer has agreed to proceed with the Project in accordance with this Agreement. If Developer objects in writing within 10 Business Days after receipt thereof, then the Parties shall have a period of 30 days in which to resolve any outstanding issues regarding any conditions precedent that have neither been met nor waived, provided however, that if Developer does not, subsequent to its objection but prior to the end of such 30-day period, provide written notice to the Owner that its objections are waived and the conditions precedent may be deemed satisfied or waived, this Agreement shall automatically terminate. If the Owner determines, in its reasonable discretion, that any of the conditions precedent in Section 2.2.3, with respect to the Owner, or Section 2.2.4, with respect to Developer, will not be met prior to the date that is six (6) months following the Effective Date, this Agreement shall terminate and each Party shall be released from any further obligations hereunder except for the indemnities and other provisions that expressly survive the termination of this Agreement. Developer shall not commence any Work at the Site prior to Owner's issuance of an NTP.

2.3 Delivery of the Site.

Upon issuance of the NTP, the Owner shall deliver possession of the Site to Developer for commencement of construction of the Project ("Delivery").

2.4 Compliance with Laws

The Parties shall at all times shall comply with, and require their Agents and contractors to comply with, all applicable Law.

ARTICLE 3. ENVIRONMENTAL MATTERS; INDEMNIFICATION

3.1 Compliance with Environmental Laws

From and after Delivery of the Site, Developer shall comply with the provisions of all Environmental Laws applicable to the Site, and to the activities conducted on the Site and all uses, improvements and appurtenances of and to the Site, except to the extent that such compliance is the responsibility of a Person other than Developer.

3.2 Indemnification

After Delivery of the Site, Developer shall, to the extent permitted by Law, Indemnify the Owner and the Owner's related Indemnified Parties from and against any and all Losses attributable to: (a) a third party's claim against the Owner or the Owner's Indemnified Parties; (b) the death of any Person or any accident, injury, loss or damage to any Person or to the property (other than the Work itself) on or adjacent to the Site; and which (c) was caused, in whole or in part, by either (i) any tortious acts or omissions of Developer or its Agents, or (ii) the entry by Developer, its Agents or invitees or any Person claiming through or under any of them, upon the Site; provided, however, that except as otherwise provided herein, Developer shall not be obligated under this Section 3.2 to indemnify the Owner or Owner's Indemnified Parties to the extent that Losses are caused by the negligence or willful misconduct of any of the Owner or the Owner's related Indemnified Parties.

3.2.1 General Provisions Regarding Indemnities for Indemnified Parties

- 3.2.1.1 The foregoing Indemnities shall include attorneys' fees and costs, as well as reasonable out of pocket costs of investigating any Loss.
- 3.2.1.2 Developer agrees to defend the Owner and Owner's related Indemnified Parties against any claims that are within the scope of the indemnity provisions of this Agreement even if such claims may be groundless, fraudulent or false. The Indemnified Party against whom any claim is made shall provide prompt notice to Developer of such claim, and thereafter shall cooperate with Developer in the defense of such claim; provided that any failure to provide such notice shall not affect Developer's obligations under any such indemnity provisions except to the extent Developer is prejudiced by such failure.
- 3.2.1.3 The insurance requirements and other provisions of this Agreement shall not limit Developer's Indemnification obligations under this Agreement. The Parties shall make good faith efforts to secure coverage from all available insurance policies for any Claim that is the subject of a claim for defense and/or indemnity under this Agreement. Developer's obligation to Indemnify against a Claim or a portion of a Claim shall be satisfied to the extent an insurer agrees to Indemnify a Person for amounts paid by an insurer; provided, however, Developer shall not be relieved of its obligation to Indemnify against a Claim or a portion of a Claim not otherwise covered by insurance actually paid.
- 3.2.1.4 Developer's indemnification obligations set forth in this Agreement shall survive any termination of this Agreement as to any acts or omissions occurring prior to such date.
- 3.2.1.5 The agreements to Indemnify set forth in this Agreement are in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which Developer may have to the Owner or to an Owner-related Indemnified Party in this Agreement or under applicable Law.
- 3.2.1.6 Developer shall, at its option, be entitled to control the defense, compromise, or settlement of any indemnified matter utilizing counsel meeting the reasonable approval of the Indemnified Parties; provided, however, in all cases the Indemnified Party shall be entitled to participate in such defense, compromise, or settlement at its own expense. If Developer shall fail, however, within a

reasonable time following notice from the Indemnified Parties alleging such failure, to take reasonable and appropriate action to defend such suit or claim, the Indemnified Parties shall have the right promptly to use counsel reasonably selected by the Indemnified Parties to carry out such defense, the expense of which shall be due and payable to the Indemnified Parties within thirty (30) days after receipt by Developer of an invoice therefor. If Developer elects, at its option, not to be represented by the same counsel as the Indemnified Party, or cannot due to a conflict of interest, then Developer may retain separate counsel reasonably acceptable to the Indemnified Party.

3.2.1.7 Without limiting any other right or remedy that either Party may have hereunder or at Law or in equity, if and to the extent Developer shall fail to fully and completely perform each and all of its covenants and agreements set forth under this <u>Section 3.2</u>, then the Indemnified Parties shall have the right to offset against all amounts due to Developer from such Indemnified Parties, or any of them, until such Indemnified Parties have recovered from Developer an amount equal to all Losses incurred by such Indemnified Parties, together with interest thereon at the Late Payment Rate.

ARTICLE 4. PROJECT OWNERSHIP; DESIGN AND CONSTRUCTION DOCUMENTS

4.1 Project

Subject to the terms and conditions set forth in this Agreement, the Owner shall own the Project for public purposes as provided herein and Developer shall manage, plan, design, develop, construct, complete and make operational the Project in accordance with this Agreement. The Parties acknowledge and agree that the Owner is authorized to issue, and shall issue, to Developer a certificate of exemption from sales and/or use taxes levied on tangible personal property that is incorporated into or consumed in the construction of the Project. In the event any such exemption is challenged, the Owner shall bear liability to Developer for any Losses arising from a claim that the exemption was improperly claimed or that the exemption is inapplicable, which obligation shall survive the termination of this Agreement.

4.2 Ownership of Project Plans.

Subject to Owner's obligation to fulfill its obligations under this Agreement, the Owner shall have an irrevocable, royalty-free license to possess and use the architectural drawings, renderings, designs, plans, specifications and the like (the "Plans"); provided, however, that the Owner shall not use such Plans for commercial purposes or for purposes unrelated to the Project. No royalty or other payment shall be required in connection with any use of the Plans by Developer, and nothing herein shall create any rights in the Owner with respect to any concepts or ideas created or developed in connection with the development of the Project, it being the intent of the Owner and Developer that the provisions hereof shall be applicable only to actual use of the Plans.

4.3 Developer Obligations.

From and after Delivery, Developer shall have exclusive control over the development of the Project, except (a) as set forth in Section 4.5 below, and (b) to the extent this Agreement elsewhere expressly provides for the Owner's participation in any portion of such process. After Delivery, Developer shall be responsible, except as otherwise specifically provided herein, for meeting, either directly, indirectly or through contractual or other arrangements, any and all requirements of Law, including, if applicable, (i) United States Occupational Safety and Health Administration requirements, (ii) Americans with Disabilities Act requirements, (iii) requirements under Title VII of the Civil Rights Act of 1964, as amended, (iv) Age Discrimination in Employment Act requirements, (v) building codes and zoning requirements; or any other requirements set forth in this Agreement.

4.4 Key Contracts and Key Contractors.

Developer shall not remove or replace Key Contractors without the Owner's approval. Developer shall not terminate any Key Contract with a Key Contractor, or permit or suffer any substitution or replacement (by way of assignment of the Key Contract, transfer to another of any material portion of the Work, or otherwise (other than permitted subcontracting of work)) of such Key Contractor, except, in each case:

- 4.4.1 In the case of an uncured default by the Key Contractor;
- 4.4.2 Termination of this Agreement and the Owner's election not to assume the Key Contract, in its reasonable discretion;
 - 4.4.3 Key Contractor's material interference with the progress of the Work:
- 4.4.4 If there occurs any suspension, debarment, disqualification or removal (distinguished from ineligibility due to lack of financial qualifications) of the Design-Builder, or there goes into effect an agreement for voluntary exclusion of the Design-Builder, from bidding, proposing or contracting with any federal, State or local department or agency; or
 - 4.4.5 With the Owner's prior approval.
 - 4.5 Design Document Development.
- 4.5.1 <u>Review Process</u>. The scope of Work contemplated by the GMP as of the Effective Date is reflected in the Preliminary Project Program (and its subsequent iterations) attached to this Agreement as <u>Appendix 1-A</u>, which includes the Design and Reference Documents.
- 4.5.2 The Owner's cost consultant, Developer, and Design-Builder shall collaborate and work in good faith to develop revised Design and Reference Documents. The revised Design and Reference Documents shall be completed in accordance with the master schedule (as is reasonably amended during the design document development process as set forth in this Section 4.5) included in the Preliminary Project Program; but in any case, a full set of the revised Design and Reference Documents that Developer and Owner agree are adequately complete to procure competitive bids for the major trade packages shall be submitted to the Project Management Committee for approval not later than one hundred eighty (180) days after the Notice to Proceed. As of the Effective Date, the major trade packages are contemplated to be: (a) parking garage structure, (b) enclosure, (c) Mechanical/Electrical/Plumbing, (d) baggage handling, and (e) site/civil.
- 4.5.3 Once the revised Design and Reference Documents are (i) approved by the Project Management Committee (from which point and thereafter, the "Revised Design and Reference Documents") and (ii) the Developer and Owner agree that the scope of Work contemplated by the Revised GMP (as defined in Section 10.2.4) is accurately depicted in the Preliminary Project Program with the Revised Design and Reference Documents included, the Revised Design and Reference Documents shall permanently replace and supersede the Design and Reference Documents included in the Preliminary Project Program (from which point and thereafter, the "Revised Project Program") as of the Effective Date.
- 4.5.4 The Owner's cost consultant, Developer, and Design-Builder shall collaborate and work in good faith to further develop the Revised Design and Reference Documents. The further developed Revised Design and Reference Documents shall be completed in accordance with the master

schedule (as is reasonably amended during the design document development process as set forth in this Section 4.5) included in the Revised Project Program; but in any case, a full set of the further developed Revised Design and Reference Documents that Developer and Owner agree are substantially complete as necessary to procure competitive bids from trade contractors for a majority of the project scopes shall be submitted to the Project Management Committee for approval not later than three hundred sixty-five (365) days after the Notice to Proceed.

- 4.5.5 Once the further developed Revised Design and Reference Documents are (i) approved by the Project Management Committee (from which point and thereafter, the "Issued For Construction Documents" or "IFCD") and (ii) the Developer and Owner agree that the scope of Work contemplated by the Final GMP (as defined in Section 10.2.5) is accurately depicted in the Revised Project Program with the Issued for Construction Documents included, the Issued for Construction Documents shall permanently replace and supersede the Revised Design and Reference Documents included in the Revised Project Program (from which point and thereafter, the "Final Project Program").
- 4.5.6 In accordance with the master schedule (as is reasonably amended during the design document development process as set forth in this <u>Section 4.5</u>) included in the Preliminary Project Program, the Revised Design and Reference Documents and the Issued for Construction Documents shall be developed as follows:
- 4.5.6.1 Developer shall submit to the Owner one or more logically organized packages (each a "Design Package") that depict the Developer's proposed revisions to some or all of the Design and Reference Documents or the Revised Design and Reference Documents, as the case may be. Within 21 days following its receipt of the package(s) ("Owner's Review Period") the Owner shall, in its sole discretion and in writing, approve, approve with comments, or disapprove with comments each Design Package. The failure of the Owner to convey its approval, approval with comments, or disapproval with comments within the Owner's Review Period shall be deemed to constitute the Owner's approval of such Design Package, as if the Owner had given Developer its approval in writing.
- (a) Design Packages that are approved with comments shall be revised by the Developer to account for and respond to the Owner's comments and shall be resubmitted to the Owner. Such resubmitted Design Packages shall be approved, approved with comments, or disapproved with comments by the Owner within 14 days after their resubmission. The Owner's failure to convey its approval, approval with comments, or disapproval with comments within such period shall be deemed to constitute the Owner's approval of such Design Package, as if the Owner had given Developer its approval in writing. The process described in this Section 4.5.6.1(a) shall repeat until each Design Package is approved by the Owner.
- (b) Design Packages that are disapproved with comments shall be revised by the Developer to account for and respond to the Owner's comments and shall be resubmitted to the Owner. Such resubmitted Design Packages shall be approved, approved with comments, or disapproved with comments by the Owner within 21 days after their resubmission. The failure of the Owner to convey its approval, approval with comments, or disapproval with comments within such period shall be deemed to constitute the Owner's approval of such Design Package, as if the Owner had given Developer its approval in writing. The process described in this Section 4.5.6.1(b) shall repeat until each Design Package is approved by the Owner.
- 4.5.6.2 The Owner and Project Management Committee members shall be entitled to attend all regularly scheduled meetings between Developer and Architect relating to the development of the Preliminary Project Program and its subsequent iterations, including all iterations of the Design and Reference Documents. Developer shall make the schedule for any such meetings available to the Owner.

The Parties acknowledge and agree that in order to maintain the project schedule, Developer shall not be required to reschedule any scheduled meeting to accommodate the Owner's attendance. Further, Developer and Architect may, without the attendance of the Owner, hold (a) impromptu meetings at which any iteration of the Preliminary Project Program is discussed, or (b) meetings at which the Preliminary Project Program and its subsequent iterations are discussed, if a meeting's predominant purpose is to discuss something other than Preliminary Project Program; provided, any change to the Preliminary Project Program and its subsequent iterations agreed to during meetings described in this Section 4.5.6.2(a) or (b) shall not be effective until approved by the Owner.

- 4.5.6.3 During the preparation of the IFCD, Owner and Developer shall, not less often than weekly, hold periodic progress meetings either in person or by telephone, unless otherwise mutually agreed. Prior to each such meeting, the Owner and Developer shall consult and agree as to the appropriate participants for such meeting. The Owner's Representative, the Owner, Developer and Developer's Representative agree to communicate and consult informally as frequently as is reasonably necessary to assure that any change to any iteration of the Preliminary Project Program will receive prompt and speedy consideration.
- 4.5.6.4 The Owner and Developer hereby authorize the Owner's Authorized Representative and the Developer's Authorized Representative, respectively, to render the decisions and approvals set forth in this Agreement and the Owner and Developer hereby agree that (i) they shall be bound by such decisions or approvals of their respective Authorized Representative, and (ii) each Party may rely on such approvals or decisions of the other Party's Authorized Representative. However, by performing the functions described in this Agreement, the Authorized Representatives shall not, and shall not be deemed to, assume the obligations or responsibilities of the other Party.
- Once the IFCD are made part of this Agreement, in no event shall Developer make any changes to the approved IFCD or cause the Project to be constructed in a manner that would result in: (i) the utilization of any building systems that would not have substantially equivalent or better functionality, utility or durability as those described in the IFCD; (ii) the utilization of materials that are different from those approved by the Owner's Representative in the IFCD, except that Developer shall have the right to utilize substitute materials to replace materials provided that the substitute materials are certified by the AOR as being substantially equivalent as to aesthetic appearance, quality, utility and durability as those described in IFCD; or (iii) changes that would remove any of the Project requirements that were included in the IFCD (each such change prohibited being referred to hereinafter as a "Material Change"), without first having been approved in writing by the Owner.
- 4.5.6.6 The Owner acknowledges that Developer may be ready to apply for certain permits (for example, demolition permits, grading and excavation permits, foundation permits, or the like) (collectively, "Preliminary Building Permits") prior to the Owner's approval of the IFCD; provided, however, for Developer to apply for a Preliminary Building Permit, the Owner must have first approved the portion of the IFCD for the applicable Project component. The approval or disapproval of a building permit application or a Preliminary Building Permit shall not be deemed an approval by the Owner of any Design Package for any other Project component.

4.6 Bidding the Work.

Except as agreed by Developer and the Owner, Developer shall not issue, or authorize the Design-Builder to issue, requests for proposals for bid packages until the Owner and Developer agree that the most recent iteration of Design and Reference Documents are sufficiently complete for competitive bidding. Except as otherwise agreed by the Owner, all trade work shall be bid competitively, and the Owner shall at all times have access to the bids Developer receives for the Work. Developer shall

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provide written summaries of its justification for award for any bids awarded to proponents who have not submitted the lowest cost responsive bid. The Owner shall have the right to review all proposed subcontractor awards; provided, that if the Owner requests the rejection of any such proposed awards, Developer shall either rebid the work or make a next-best value award, and in such event, Developer shall receive M/WBE credit equal to the greater of the credit Developer (a) would have received if the originally recommended subcontractor had been engaged; or (b) actually receives for the subcontractor engaged.

4.7 Extended Warranties.

Prior to completion of the IFCD, Developer shall provide to the Owner an initial list of standard warranties with respect to equipment incorporated in the Project. The Owner shall have 21 days from the date of receipt of such list to request any extended warranties it wishes to have included in bid packages issued by Developer; however, extended warranties requested (a) after bids have been received for the aspect of the Work to which the extended warranty request applies, or (b) after the pricing for the warranties has been incorporated in the GMP, shall be added to the Work via an Owner Change Order.

4.8 Service Agreements

Owner shall timely provide to Developer, and Developer shall include as a Project cost in the GMP, notification as to equipment for which the Owner requires a service agreement from the manufacturer or installer, to be procured with Developer's original order of the applicable equipment. Procurement of service agreements requested after (a) bids are received or (b) the pricing for the equipment order has been incorporated in the GMP, shall be added to the Work via an Owner Change Order.

4.9 As-Built Documents.

Developer shall furnish the Owner a fully updated set of as-built plans, specifications and surveys with respect to the Site within 90 days after a Certificate of Final Completion has been issued for the Project. As used in this Section 4.9, "as-built plans and specifications" means a fully updated set of as-built record drawings prepared during the course of construction. If Developer fails to provide such surveys and as-built plans and specifications to the Owner within such period of time, the Owner after giving notice to Developer shall have the right, but not the obligation, to cause the preparation by an architect of the Owner's choice of final surveys and as-built plans and specifications, as a Project Cost.

4.10 Intellectual Property

4.10.1 Developer acknowledges and agrees that all Intellectual Property, in any medium, is specially ordered or commissioned by the Owner, including works made for hire in accordance with Section 101 of the Copyright Act of the United States. Developer hereby assigns to the Owner all of Developer's rights, title and interest in and to the Intellectual Property including any and all software, work product and designs. The Owner hereby grants to Developer a limited non-exclusive license to use, exploit, manufacture, distribute, reproduce, adapt and display the Intellectual Property solely in connection with and limited to the Allowable Uses. "Allowable Uses" are: (a) incorporation into the Project; and (b) performance, provision, furnishing and discharge of the Work. No Intellectual Property rights of the Owner, including the name of the Owner, the Airport, or other trademarks are being licensed to Developer except as otherwise expressly provided in this Section 4.10, and all other rights are reserved to the Owner.

4.10.2 Developer shall secure perpetual, nonexclusive, transferable, irrevocable, unconditional, royalty-free license(s) in the name of the Owner to use, exploit, manufacture, distribute, reproduce, adapt and display the Third-Party Intellectual Property in connection with the Project, and shall pay any and all royalties and license fees required to be paid for any Third-Party Intellectual Property incorporated into the Project. In no event shall Developer incorporate Third-Party Intellectual Property into the Project without first securing such licenses. As used herein, "Third-Party Intellectual Property" means any Intellectual Property owned by any person unrelated to Developer that is incorporated into the Project.

ARTICLE 5. RIGHT OF ENTRY; CONDUCT OF THE DEVELOPMENT

- 5.1 Project Right of Entry.
- 5.1.1 The Owner hereby grants and guarantees to Developer and its contractors of every tier a non-exclusive right of entry onto the Site, including a non-exclusive right of ingress to and egress from the Site, for purposes of carrying out Developer's obligations.
- 5.1.2 The Owner and its Agents shall have the right of access to the Site, pursuant to Site access protocols to be established by Developer and agreed to by the Owner, to the extent necessary to carry out the Owner's rights and responsibilities hereunder and to verify that Developer is fulfilling its obligations under this Agreement, including, but not limited to, inspection of the Work for compliance with the IFCD and this Agreement; provided, however that Owner and its Agents shall be accompanied by Developer or its Agents in accessing the Site, pursuant to Developer's Site access protocols. All entries upon the Site by the Owner and/or its Agents shall be at the sole risk of the Owner and/or its Agents, and the Owner and/or its Agents shall comply with all reasonable safety and identification/security requirements. The Owner shall be responsible for any Loss resulting from any injury or property damage resulting from the actions of the Owner or its Agents during such entry upon the Site pursuant to the provisions of this Section 5.1.2. Neither the Owner nor its Agents shall issue any instructions or directives to supervisors, laborers or other persons on the Site. Notwithstanding the above, nothing contained in this paragraph shall be construed to prohibit the Owner from notifying Developer of any building code, permit or Prevailing Wage compliance deficiencies.
 - **5.2** Developer's Development Obligations.

5.2.1 General Duties

- 5.2.1.1 Developer shall, subject only to the express terms of this Agreement and applicable Law:
- (a) manage the construction of the Project, all in the manner set forth in this Article 5 and as more particularly set forth in the Preliminary Project Program and its subsequent iterations;
- (b) use commercially reasonable efforts to construct or cause such construction to be completed as set forth in the Project Schedule;
- (c) determine construction means, methods, techniques, sequences and procedures, and shall be responsible for coordinating all portions of the Work on the Project;
 - (d) keep fully informed of all applicable Law;

- (e) cooperate with the Owner and Governmental Authorities in their review, inspection and Oversight of the Work;
- (f) furnish sufficient forces, materials and equipment and will work such hours as may be necessary to ensure prosecution of the Work in accordance with the Project Schedule;
- (g) use commercially reasonable efforts to mitigate delay to the Work and damages due to any such delay regardless of the cause of the delay, including by re-sequencing, reallocating, or redeploying Developer's and Contractors' forces to other work, as appropriate; and
- (h) be solely responsible for, and bear the full risk of unforeseeable work and conditions in connection with the Work, except to the extent such responsibility and risk are expressly assumed by the Owner hereunder.

5.2.2 Governmental Approvals

- 5.2.2.1 Developer shall secure from the Governmental Authorities those Governmental Approvals necessary for the fulfillment of Developer's obligations set forth in <u>Appendix 13</u>, which costs shall be included in the GMP. The Owner shall be responsible for securing those Governmental Approvals set forth as the Owner's obligation in <u>Appendix 13</u> and shall pay such costs directly. Throughout the process for obtaining any Government Approvals, the Parties shall reasonably consult, cooperate and coordinate with each other to obtain any required approvals.
- 5.2.2.2 If the subject Governmental Approval is a Governmental Approval that must be obtained in the Owner's name, notwithstanding that Developer is responsible for obtaining the same pursuant to Appendix 13, Developer shall remain responsible for securing such Governmental Approval, provided that: (a) upon receipt by the Owner of a complete application therefor from Developer, the Owner shall submit the relevant application in its name within 7 days; and (b) the Owner will promptly facilitate any additional communications required by Developer or the Governmental Authority for Developer to obtain such Governmental Approval and provide such additional information as may be required in order to grant such Governmental Approval.
- 5.2.2.3 Developer shall not be entitled to additional monetary compensation, time extension or any other relief associated with securing Governmental Approvals except to the extent expressly provided in this Agreement.
- 5.2.2.4 Developer shall comply with, and maintain in full force and effect, all Governmental Approvals, including performance of all measures required by the Contract Documents or Governmental Approvals, except to the extent that responsibility for performance of such measures is expressly assumed by the Owner in the Contract Documents.

5.3 Submittals

5.3.1 General

5.3.1.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. As used herein, "Shop Drawings" are drawings, diagrams, calculations, models, schedules and other data (including electronic data) specially prepared for the Work by Developer or a Contractor or Supplier or distributor; "Product Data" are illustrations, standard schedules, descriptions, performance charts, manuals, instructions, brochures, diagrams and other information furnished by Developer to illustrate materials or equipment for some portion of the Work; "Samples" are examples

which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

- 5.3.1.2 Developer shall submit to the Owner copies of all Shop Drawings, Product Data, Samples and similar Submittals required by the Contract Documents for comment and review. By approving and submitting Shop Drawings, Product Data, Samples and similar Submittals, Developer thereby represents to Owner that Developer has determined and verified that all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, and coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar Submittals comply with all the requirements of the Contract Documents. The Owner will be entitled to rely upon Developer's representation that such information is correct and accurate; the Owner's review of the Submittals will not constitute any release or discharge of Developer's sole liability and responsibility for all such Submittals.
- Developer shall be responsible for determining that all materials furnished for 5.3.1.3 the Work meet all requirements of the Contract Documents. The Owner may require Developer to produce reasonable evidence that a material meets such requirements, provided that this provision shall not require Developer to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed.
- Where a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Agreement, whether or not the phrase "or equal" is used after such name, Developer will furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitution has been submitted by Developer and approved by the Owner.
- If Developer proposes to use a material that, while suitable for the intended 5.3.1.5 use, deviates in any way from the detailed requirements of the Contract Documents, Developer will inform the Owner in writing of the nature of such deviations at the time the material is submitted for approval and will request written approval of the deviation from the requirements of the Contract Documents. The Owner may reject such substitution or deviation in its reasonable discretion.
- 5.3.1.6 All manufactured articles, materials and equipment will be applied, installed, connected, erected, started-up, tested, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

5.3.2 Owner Review and Approval

Appendix 12 sets forth those Submittals requiring Owner approval and those for which no Owner approvals are required. If a Submittal requires the Owner's approval, then the Owner's lack of approval, determination or decision within the timeframe set forth in Appendix 12 (the "Owner Submittal Review Period") shall be deemed a disapproval. If Owner's approval of a Submittal is not required under Appendix 12, Developer may proceed, without prejudice to the Owner's rights to later object to, reject or disapprove the Work on the basis that the Work is not in accordance with the requirements of the Contract Documents. The Owner's exception, objection, rejection or disapproval shall be deemed reasonable if based on any of the following grounds: (a) the Submittal materially fails to comply with the Contract Documents; (b) Developer has not provided all content or information reasonably required for the Owner's review of the Submittal; or (c) adoption of the Submittal or subject provision thereof, or of any proposed course of action thereunder, would result in a conflict with or violation of any Law or Governmental Approval. If the Owner declines to approve a Submittal for which its approval is required, the Owner shall state in writing the reasons for its disapproval and Developer shall resubmit an amended

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Submittal that addresses the Owner's comments. If the Owner wishes to amend an approved Submittal, such change shall be processed as a Change Order.

5.3.3 Submittals Not Subject to Prior Review, Comment or Approval

If Developer is not required to deliver a Submittal to the Owner for approval in accordance with Appendix 12, then Developer is under no obligation to obtain Owner approval of the Submittal before proceeding with further Work. The Owner shall have the right, but not the obligation, to at any time review, comment on, take exception to, object to, reject or disapprove any Submittal on the basis that such Submittal is not materially in accordance with the requirements of the Contract Documents. No failure or delay by the Owner in delivering comments, exceptions, objections, rejections or disapprovals with respect to such Submittal shall constitute a basis for any Relief Event Claim for Work that is not in accordance with the requirements of the Contract Documents. If the Owner wishes to amend a Submittal that was not subject to the Owner's approval pursuant to Appendix 12, such change shall be processed as a Change Order to the extent the amendment increases the GMP or causes a Critical Path delay.

5.4 Management of Work Areas

Developer shall manage the Site in an orderly manner. Developer shall cause Contractors to reasonably maintain a clean and ordered Site. Developer shall take commercially reasonable steps to protect materials from damage caused by weather or ground. Developer assumes full responsibility for damage due to materials storage, to the extent Developer failed to cause commercially reasonable steps to be taken to prevent such damage.

5.5 Hazardous Materials

If sampling indicates the suspect material is Hazardous Material, Developer shall handle, remove and transport the material in accordance with the HASP, Environmental Management Plan and applicable Law; provided, the Owner shall bear the cost and expense thereof, except to the extent Developer is responsible, either directly or indirectly, for the release of such Hazardous Materials or the migration of Hazardous Materials after their discovery as a result of Developer's negligent handling thereof. The Owner shall have exclusive decision-making authority regarding the selection of any destination facility to which Hazardous Materials (other than those for which Developer is responsible) shall be transported.

Developer shall comply with the provisions of the HASP, Environmental Management Plan and applicable Law applicable to the Site and the Work. If Developer encounters or exposes any abnormal condition that may indicate the presence of Hazardous Materials, Developer shall discontinue such Work in the vicinity of the abnormal condition and notify the Owner immediately. Developer shall not resume the Work in the vicinity of the abnormal conditions until so directed by the Owner. Upon the discovery of such potentially Hazardous Materials, Developer shall arrange for the material to be sampled and, at the Owner's request, shall provide a split sample to the Owner for the Owner's independent testing of the same. The Owner shall bear its costs for such independent sampling. If the Owner's sampling indicates the material is not a Hazardous Material, Developer shall proceed with the Work. If the sampling indicates the suspect material is Hazardous Material, Developer shall bear the cost and expense of the handling, removal, transport and disposal of any and all releases of Hazardous Materials brought by Developer or its contractors of any tier onto the Site or other City property in connection with the Work (collectively, the "Developer Assumed Hazardous Materials Obligations"), and the Owner shall bear the cost and expense of the handling, removal, transport and disposal of all Hazardous Materials not otherwise a Developer Assumed Hazardous Materials Obligation ("Owner's Environmental **Obligations**"). The Owner, in its sole discretion, shall determine the appropriate process and procedures

for any required removal and/or remediation of Hazardous Materials that are Owner Environmental Obligations, in accordance with applicable Law.

5.6 Damage and Disruption

Developer shall be responsible for: (a) any loss of, or damage caused to, the property or assets of the Owner, its contractors or other Indemnified Parties; and (b) any disruption to the Airport Activities in each case arising from any act or omission of Developer to the extent not in accordance with the terms and conditions of the Contract Documents, except to the extent caused by the negligence or breach of this Agreement by the Owner, its contractors or other Indemnified Parties. If liable hereunder, Developer shall repair, rebuild, or otherwise restore any such lost or damaged property or remedy any such disruption, as applicable, within a reasonable period of time. If Developer fails to do so, the Owner may, upon 48 hours' notice (or immediately upon notice in the case of any emergency), proceed to repair, rebuild, or otherwise restore such property or remedy such disruption as the Owner deems necessary in its good faith discretion.

5.7 Meetings

Throughout the Term, Developer shall conduct weekly progress meetings. The Owner, Owner's Agents and Project Management Committee shall be invited to participate in such progress meetings. At the Owner's request, Developer will require relevant Contractors and Key Personnel to attend such progress meetings. In addition to the regularly scheduled meetings required under the Contract Documents, the Owner and Developer shall meet from time to time at either Party's request to discuss and resolve matters relating to the Work. Developer shall schedule all meetings with the Owner at a date, time and place reasonably convenient to both Parties and, except in cases of urgency, shall provide the Owner with written notice and a meeting agenda at least 2 Business Days in advance of each meeting.

5.8 Reporting

5.8.1 Daily Field Reports

Developer shall provide a copy of its daily field reports to the Owner's Representative no later than midnight the following day. Developer's daily field reports shall include the subcontractors and others on site; staffing level of each of the Design-Builder's first tier subcontractors; equipment on site; Developer staffing on site; weather; and a summary of activities and other information as required by Owner.

5.8.2 Monthly Reports

At least monthly, Developer shall, in addition to documentation required under this Agreement, submit the following information in narrative form:

- (a) A review of actual progress during the month in comparison to the Project Schedule and, if actual progress is behind schedule, discussion of efforts Developer has undertaken or will undertake to recover the Project Schedule;
- (b) A concise statement of the outlook for meeting future Project Schedule dates, and the reasons for any change in outlook from the previous report;

- (c) A concise statement of significant progress on major items of Work during the report period, and progress photographs and aerial photographs as necessary to document the current status of the Work;
- (d) A review of any significant technical problems encountered during the period and the resolution or plan for resolution of the problems;
 - (e) An explanation of any corrective action taken or proposed;
- (f) A complete review of the status of Change Orders, including a review of any changes in the Critical Path of the Project Schedule that result from Change Orders approved by Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;
- (g) A summary of material disputes with respect to the Work that are anticipated by Developer to affect the Project Schedule or GMP;
- (h) A cumulative summary of the number of days of delay, and the extent to which the progress of the Work was delayed;
 - (i) An updated material purchase log;
 - (j) An updated phasing plan; and
 - (k) Updated Submittal and testing logs.

5.9 Health and Safety Plan

Developer shall ensure all Contractors comply with the HASP, including designating a qualified safety professional stationed full-time at the Site during on-site construction activities, who shall be responsible for implementing and enforcing safety rules at the Site, monitoring compliance with the HASP, and coordinating such activities as necessary with the Owner and Governmental Authorities.

5.10 Security

Developer shall comply with all rules, directives and guidance of the U.S. Department of Homeland Security and comparable State agency and shall coordinate and cooperate with the Owner and all Governmental Authorities providing security, first responder and other public emergency response services in accordance with the Contract Documents. Developer shall perform and comply with, and shall be subject to, the Airport security requirements set forth in Appendix 3.

5.11 Public Art

Developer acknowledges that the Project is subject to the Owner's "One Percent for Art Program". The Owner shall be responsible for implementing such program, including coordinating the selection and installation process. The Owner shall be responsible for all costs associated with the design and installation of public art. Any modifications to the Work or Project Schedule caused by an installation of public art pursuant to the "One Percent for Art Program" shall be addressed by Change order, including, if appropriate, a change to the GMP and the Project Schedule. Developer shall not be obligated to alter, change or modify the Work to accommodate new art pursuant to the art program.

5.12 LEED Certification

At the Owner's sole discretion, Developer shall comply with the activities contemplated in the Initial LEED checklist in an effort to achieve LEED Gold standards of construction. The Owner shall be responsible for pursuing LEED certification, and any costs associated therewith, which shall be addressed by Change Order, including, if appropriate, a change to the GMP and the Project Schedule.

ARTICLE 6. CHANGES TO THE WORK

6.1 Authorized Changes in the Work

6.1.1 General

- 6.1.1.1 Without invalidating this Agreement and without notice to any surety, the Owner may, through the proper issuance of a Change Order or Change Directive pursuant to the procedures set forth in this Article 6, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions shall be authorized only pursuant to a Change Order or Change Directive executed by the Owner. Upon the proper issuance of a fully executed Change Order or Change Directive pursuant to the procedures set forth in this Article 6, Developer shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents; provided, that if such Change Order or Change Directive would have the effect of increasing the GMP, the Owner shall demonstrate to Developer's reasonable satisfaction that Owner has Readily Available Funds.
- 6.1.1.2 If a Change Order provides for an additive or deductive adjustment to the GMP, the adjustment will be based on one of the following methods: (a) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (b) unit prices stated in the Contract Documents or unit prices otherwise mutually agreed upon; (c) cost estimated by Developer plus mark-up, if applicable, as accepted by the Owner; or (d) cost to be determined in a manner agreed upon by the Parties plus mark-up, if applicable.
- 6.1.1.3 The percentage for all overhead and profit for any expense not included in the GMP is 18% cumulative for all contract tiers, no more than 3% of which shall be paid to Developer.
- 6.1.1.4 Developer may make non-Material Changes in the Work consistent with the intent of the Contract Documents, provided, however, prior to making any such change, Developer must inform Owner, in writing, of any such changes and record such changes on the record documents maintained by Developer.
 - 6.1.1.5 Relief Events shall be processed via Change Order.

6.1.2 Owner Change Requests

The Owner may request changes to the Work in accordance with the Owner Change procedure set forth below.

6.1.2.1 The Owner shall issue to Developer a request for a change to the Work describing the additions or modifications to be performed (a "Change Request"). Developer shall provide (i) an estimate for such change, (ii) an itemized written estimate of all Direct Costs, (iii) applicable mark-ups, (iv) any cost savings, and (v) impacts to the Project Schedule and scope associated

with the Owner's proposed Change Request (collectively, a "Change Request Response") within 20 days after receipt of a Change Request.

- 6.1.2.2 If the Owner accepts Developer's change estimate, the Parties shall execute a Change Order implementing such Change Request.
- 6.1.2.3 If an Owner Change results in a net reduction in cost to Developer, the savings shall be credited to the Owner's Contingency.
- 6.1.2.4 Developer shall not be required to implement any Owner Change (A) to the extent the Owner Change would result in (i) a breach of Law, (ii) breach of any condition of a Governmental Approval, or (iii) revocation of any Governmental Approval, or (B) that the Owner has not demonstrated to Developer's reasonable satisfaction that the Owner has Readily Available Funds to cover.
- 6.1.2.5 If the Owner issues a Change Request and subsequently elects not to proceed with the change, the Owner shall issue a Change Order to reimburse Developer for reasonable costs incurred in preparing such Change Request Response, but only if Developer provided an estimate of such Change Request Response costs to the Owner prior to incurring such costs.

6.1.3 Owner Change Directives

The Owner may, at any time, issue to Developer a change directive (a "Change Directive") signed by the Owner's Representative, directing Developer to implement change to the Work. Developer shall promptly execute the Change Directive, return it to the Owner, and proceed with implementing the Owner's required change in accordance with the Change Directive and the Contract Documents, provided that Developer's execution of a Change Directive signifies only that Developer has acknowledged receipt of the Change Directive; Developer's objections to the Change Directive are reserved. Developer shall not be required to comply with a Change Directive to the extent such Change Directive meets any of the criteria described in Section 6.1,2.4 above; provided that Developer shall notify the Owner in writing of any objections it has to the Change Directive. Following issuance of a Change Directive and pending mutual execution of a Change Order, the Change Directive shall be added to the Schedule of Values and the Owner will make progress payments to Developer for its Direct Costs incurred in implementing the Owner Change. If Developer and the Owner disagree as to the amount of Direct Costs to which Developer is entitled for implementing a Change Directive, either Party may refer the matter to Dispute Resolution, and Developer shall, without prejudice to its rights with respect to such Dispute, continue to implement the Change Directive. The Owner may, by notice in writing, modify or abandon the Change Directive at any time prior to mutual execution of a Change Order, provided that if the Owner abandons the Change Directive, a Change Order will be issued to reimburse Developer for Developer's reasonable third-party costs in excess of \$1,000 incurred for design services or preparation of proposed revisions to the Contract Documents.

6.2 Developer Change Proposals

- 6.2.1 Developer may request the Owner to approve modifications to specifications for the Work by submittal of a written Developer Change Proposal. A Developer Change Proposal shall set forth Developer's detailed estimate of net cost impact (positive or negative) and schedule impact of the requested change.
- 6.2.2 The Owner, in its sole discretion, may accept or reject any Developer Change Proposal submitted by Developer pursuant to Section 6.2.1. If accepted, Developer shall implement the change

after the Parties' mutual execution of a Change Order. To the extent a change under this <u>Section 6.2</u> results in a net cost savings to Developer, the Owner shall be entitled to a credit in the amount of 80% of the savings, which credit shall be applied to the Owner's Contingency.

6.3 Deviations

Developer may request the Owner to approve any deviation by Developer from, or noncompliance with, the specifications for Work already performed (a "Deviation"). The Owner shall consider, but shall have no obligation to approve, any such request, and Developer shall bear the burden of persuading the Owner that the Deviation sought constitutes sound and safe practices consistent with Good Industry Practice and achieves or substantially achieves the Owner's objectives. No Deviation shall be deemed approved unless and until approved by the Owner in writing in its sole discretion. If the Owner does not issue written approval of a Deviation within 14 days after receipt of a request for same from Developer, the Owner shall be deemed to have disapproved the Deviation. To the extent an approved Deviation results in diminution of value of the completed Work, the Owner shall be entitled to 100% of the amount of such diminution in value, which shall be added to the Owner's Contingency.

6.4 Resolution of Outstanding Changes to the Work

No less frequently than quarterly during the Term, Owner and Developer shall meet and negotiate in good faith to resolve any outstanding Change Orders, Change Requests, Developer Change Proposals and/or Change Directives. Any resolution of such outstanding changes shall be recognized through issuance of one or more Change Orders.

ARTICLE 7. CONSTRUCTION OVERSIGHT; SUBSTANTIAL AND FINAL COMPLETION; WARRANTIES

7.1 Oversight

7.1.1 Owner's General Oversight

7.1.1.1 The Owner shall have the right at all times to conduct Oversight of the Work to the extent the Owner deems necessary or advisable, in its sole discretion, provided that the Owner shall conduct any such Oversight in a manner that does not unreasonably interfere with the Work. The Owner may, in its sole discretion, designate any Agent to carry out Oversight on its behalf.

7.1.2 Project Management Committee and Steering Committee Oversight Roles

- 7.1.2.1 The Work shall be guided by a Project Management Committee, as specifically set forth in this Section 7.1.2, which will guide the overall Project development process, and by a Steering Oversight Committee, which will provide direction on Threshold Issues brought forward by the Project Management Committee. Notwithstanding the foregoing, the Owner shall have ultimate and final responsibility for fulfilling its obligations and enforcing its rights under this Agreement.
- 7.1.2.2 The Project Management Committee Members shall participate in the Project design and scope decision-making and recommendations process, provided that the Project Management Committee may, in its discretion, invite the participation of additional participants as it deems necessary to obtain appropriate input on specific matters considered by the committee. Each Project Management Committee Member shall at all times have the authority to provide binding guidance and consents on behalf of the entity such representative has been appointed to represent. Notwithstanding anything to the

contrary herein, the Project Management Committee shall have no responsibilities or review and approval rights with respect to review of Submittals or other Project plans and specifications, or for matters related to life, health and safety in Developer's conduct of the Work.

- 7.1.2.3 Developer must concur with all Project Management Committee recommendations on Threshold Issues before such Threshold Issue recommendations are submitted to the Steering Oversight Committee for review.
- 7.1.2.4 Unless such other time period is consented to by Developer, the Project Management Committee shall have 4 Business Days in which to make decisions and provide guidance and direction to the Owner on issues raised by Developer, once all relevant information has been presented.
- 7.1.2.5 The Steering Oversight Committee shall be required to approve any decisions regarding Threshold Issues and shall have the authority to research and resolve, cooperatively with Developer, any disputed matters arising from the Project Management Committee. Notwithstanding the foregoing, Developer shall have the right to submit Disputes for resolution in accordance with the Dispute Resolution Procedures. Although the Airlines' approval shall not be required for matters that are not Threshold Issues, the Airlines shall have the opportunity to provide input on such matters. The Steering Committee shall have 4 Business Days, in addition to the Project Management Committee's 4 Business Days, to review and approve or disapprove Threshold Issues referred to the Steering Committee by the Project Management Committee, once all relevant information has been presented. Notwithstanding anything to the contrary herein, the Steering Committee shall have no responsibilities or review and approval rights with respect to review of Submittals or other Project plans and specifications, or for matters related to life, health and safety in Developer's conduct of the Work.

7.2 Tests and Inspections

- 7.2.1 Developer shall give the Owner timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 7.2.2 If applicable Law requires any Work (or part thereof) specifically to be inspected, tested or approved by a Governmental Authority, unless otherwise expressly provided in this Agreement, Developer shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish the Owner the required certificates of inspection or approval; such costs shall be considered a Project cost and included in the GMP.
- 7.2.3 Developer shall be responsible for arranging and obtaining any special inspections, tests or approvals required for the Owner's acceptance of materials or equipment to be incorporated into the Work, or acceptance of materials, mix designs, or equipment submitted for approval prior to Developer's purchase thereof for incorporation into the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the Owner, and costs for the same shall be considered a Project cost.
- 7.2.4 The Owner shall be responsible for the costs of required testing and inspections not covered by Sections 7.2.2 and 7.2.3 above; provided, that Developer shall at all times be responsible for conducting such quality control testing and inspections as are set forth in the Design-Builder's Quality Management Plan incorporated in the agreement between Developer and the Design-Builder.

7.3 Uncovering and Correction of the Work

7.3.1 Uncovering the Work

- If any Work is covered contrary to the written request of the Owner, it must, if 7.3.1.1 requested by the Owner's Representative, be uncovered for the Owner's observation and replaced at Developer's expense. If the Owner considers it necessary or advisable that covered Work be observed by the Owner or be inspected or tested by others, Developer, at the Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as may be required, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective. Developer shall pay all costs, Losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all legal and Dispute Resolution costs) caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction by Developer (including but not limited to all costs of repair or replacement of work of others), or, at the Owner's election, such costs, Losses and damages may be processed as a deductive Change Order for such amount. If, however, such Work is not found to be defective, Developer shall be allowed an increase in the GMP or an extension of the Project Schedule, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the Parties are unable to agree as to the amount or extent thereof, the matter may be referred to Dispute Resolution pursuant to Article 16.
- 7.3.1.2 If the Work is defective, or Developer fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order Developer to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of Developer.

7.3.2 Correction of the Work

- 7.3.2.1 If required by the Owner, Developer shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Owner, remove it and replace it with Work that is not defective. Developer shall pay all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all legal and Dispute Resolution costs) caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- 7.3.2.2 The Owner's failure to reject defective Work shall not prevent the later rejection of defective Work unless the Owner failed to timely object to the defective work after having knowledge of the defect. The Owner is not responsible for losses suffered due to any necessary removals or repairs of such defects.
- 7.3.2.3 The Owner, in its sole discretion, may accept defective Work instead of requiring correction or removal and replacement of the same. Developer shall pay all reasonable costs, Losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all legal or other Dispute Resolution costs) attributable to the Owner's evaluation of and determination to accept such defective Work (if such Work is accepted) and the amount of the diminished value of the Work shall be credited to the Owner's Contingency. If any such acceptance occurs prior to the Owner's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work, including any credit due to the Owner for diminished value of the Work.

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- 7.3.2.4 If Developer fails within a reasonable time after written notice from the Owner to correct or begin to correct, remove, or replace rejected Work as required by the Owner, the Owner may, after 7 days' written notice to Developer, correct and remedy any such deficiency. The Owner shall proceed within a reasonable time when exercising its rights and remedies under this Section 7.3.2.4.
- 7.3.2.5 Developer shall be liable for all costs, Losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all legal or other Dispute Resolution costs) incurred or sustained by the Owner in exercising its rights and remedies under this Section 7.3.2; alternatively, at the Owner's election, such costs, Losses and damages may be processed as a deductive Change Order for such amount.

7.4 Substantial Completion Determination

- 7.4.1 Conditions to Substantial Completion. Developer must satisfy each of the conditions set forth below to achieve Substantial Completion:
- (a) The Systems assessed as a whole comply, in all respects, with applicable Law, are operational and functional and have passed all inspections and tests required under the Contract Documents, and Developer has delivered to the Owner all reports, data and documentation relating to such tests:
- (b) Developer has completed all other Work in accordance with the Contract Documents, including all FF&E required to be installed by Developer, and has obtained all related warranties, except for the Punch List items;
- (c) There exist no uncured Developer Defaults, except any Developer Default that will be cured by achieving Substantial Completion;
- (d) Developer has furnished to the Owner fully executed copies of all Governmental Approvals required for use and operation of the Work, and there exists no uncured violation of the terms and conditions of any such Governmental Approval;
- (e) Developer has prepared and submitted the Punch List in accordance with Section 7.4.4;
- (f) All other Submittals required to be submitted to the Owner prior to Substantial Completion have been submitted and, to the extent Owner acceptance or approval is required under the Contract Documents, approved or accepted;
- (g) Developer has furnished to the Owner copies of all required payroll records and sworn statements, demonstrating full compliance by Developer and applicable Contractors with the requirements under Section 8.9.2; and
- (h) A temporary or final certificate of occupancy has been issued for the Project.

The AOR will issue a written certificate of Substantial Completion ("Certificate of Substantial Completion") upon the AOR's confirmation that Developer has satisfied each and all of the above conditions, which certificate shall state the date Developer achieved Substantial Completion.

7.4.2 Substantial Completion Review Process

- 7.4.2.1 Developer shall notify the Owner in writing not less than 60 days prior to the date on which Developer expects to achieve Substantial Completion, and shall submit to the Owner a list of items remaining to be completed or corrected. During the 10-day period following receipt of such notice (the "Substantial Completion Review Period"), the Owner and Developer will jointly inspect such Work to determine whether it is substantially complete in accordance with the requirements of the Contract Documents, including the issuance of all necessary certificates of occupancy or other authorizations for the use or occupancy of the Project required by any Governmental Authority.
- 7.4.2.2 During the Substantial Completion Review Period, at the Owner's request, the Owner and Developer may discuss and agree on the terms pursuant to which Developer may provide support services to the Owner subsequent to Final Completion to assist with non-warranty-related Project start-up, which discussions may include the level of support to be provided, fees for such support services, term of service, and the like, and whether any such amounts may be paid from unused Project Contingency.
- 7.4.2.3 During the Substantial Completion Review Period the Owner shall determine the estimated amount of the Project Contingency that will remain unused upon Final Completion and shall report to Developer's estimated share of such Project Contingency pursuant to Section 10.5.
- 7.4.2.4 During the Substantial Completion Review Period, the AOR shall conduct an inspection of the Project and its components, a review of the Construction Documents, other Submittals and such other investigation as may be necessary to evaluate whether Substantial Completion has been achieved.
- 7.4.2.5 If the AOR determines that the Work is substantially complete, the AOR shall prepare and issue a Certificate of Substantial Completion, signed by Developer, that will set forth (i) the date of Substantial Completion of the Work, (ii) the remaining items of Work and the date on which they must be completed or corrected before final payment shall become due, (iii) provisions establishing the Owner's and Developer's responsibility for the Project's security, maintenance, utilities, damage to the Work, and insurance pending final payment (to the extent not already set forth in the Contract Documents), and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- 7.4.2.6 Within 90 days following the Substantial Completion Date, Developer shall deliver to the Owner unconditional waivers and releases of liens and payment bond rights. Upon receipt and approval of Developer's application for payment therefor, the Owner shall release to Developer all retained amounts, less all offsets and deductions authorized by the Contract Documents, and less an amount equal to 150% of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.4.3 Move-In Contractor

During the Substantial Completion Review Period, Developer shall reasonably cooperate with the Owner and Owner's Move-In Contractor to facilitate the Move-In Contractor's access to the Site and Project, as may be required for the Move-In Contractor to complete its scope of Work. For the avoidance of all doubt, the Owner shall be responsible for coordinating the Move-In Contractor's work and Developer shall have no obligation to perform any move-in work.

7.4.4 Punch List

- 7.4.4.1 Not less than 5 days' prior to commencement, Developer shall deliver written notice to the Owner of Developer's intent to conduct Punch List field inspections and Punch List preparation. Developer shall cause the Design-Builder, the AOR, the EOR, and any other Contractors reasonably requested by the Owner to participate in development of the Punch List. The Owner shall have the right in its reasonable discretion to add items to the Punch List in a timely manner to address incomplete Work or Work that is not in compliance with the Contract Documents prior to the finalization of the Punch List, provided that Developer shall provide the proposed final Punch List and the Owner shall have 7 days in which to add or modify items on the proposed final Punch List. Developer shall deliver to the Owner a true and complete copy of the Punch List, and each modification thereto, as soon as it is prepared.
- 7.4.4.2 Developer shall complete the Punch List items within 90 days following the Substantial Completion Date.
 - 7.5 Final Completion and Certificate of Final Completion
 - 7.5.1 Process for Determination.
- 7.5.1.1 Developer shall notify the Owner in writing when Developer believes that all of the Work is complete and ready for the Owner's final inspection. During the 10-day period after the Owner's receipt of Developer's notice (the "Final Completion Review Period"), the Owner and Developer will jointly inspect the Work to determine whether all items set forth below in this Section 7.5.1.1 have been fulfilled and Final Completion has been achieved. The Owner shall issue a written certificate of Final Completion ("Certificate of Final Completion") when all of the following have occurred for the entire Project:
 - 1. All Punch List items have been completed and the Work complies with the Contract Documents;
 - 2. A final Certificate of Occupancy has been issued for the Project;
 - 3. Developer has delivered to the Owner a letter signed by the AOR, certifying that the Work has been completed substantially in accordance with the IFCD;
 - 4. All other Submittals that Developer is required to submit for Owner's approval after Substantial Completion have been submitted and approved by the Owner;
 - 5. Developer has delivered to the Owner copies of all manufacturer warranties, guaranties and assignments as required pursuant to this Agreement;
 - 6. If any Governmental Authority requires any form of certification of design, engineering or construction with respect to the Project or any portion thereof, including any certifications from the AOR and EOR for the Project, Developer has caused such certificates to be delivered;
 - 7. There exist no uncured Developer Defaults, except any Developer Default that will be cured by achieving Final Completion;

- 8. Developer has delivered to the Owner originally executed unconditional waivers and releases of liens and payment bond rights from each Contractor that has performed Work at any time on the Project; and
- 9. Developer has paid, or shall pay upon receipt of Final Payment, for all Work performed by third parties that Developer is obligated to pay, other than disputed amounts, and Developer has delivered a certificate to the Owner certifying the same.
- 7.5.1.2 Upon Final Completion, Developer may submit an application for payment for all remaining retainage withheld by the Owner. If a good faith Dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to this Agreement, the Owner may continue to withhold an amount not to exceed 150% of the total costs to complete such disputed items.

7.6 Construction Warranties

7.6.1 General

7.6.1.1 Developer warrants to the Owner that the Work, including all workmanship, materials, and equipment furnished as part of the Work, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, and free of defects in materials and workmanship. Developer's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Developer or anyone for whose acts Developer may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty providing the Owner with greater warranty rights than set forth in this Section 7.6.1 or the Contract Documents. Upon Substantial Completion, Developer will provide the Owner with all manufacturers' and products warranties associated with the Work, and shall cause such warranties to be assigned to the Owner.

7.6.2 Warranty Work

- 7.6.2.1 If (i) during the course of Developer's performance of its obligations under the Contract Documents; (ii) within one year after the Substantial Completion Date; (iii) within such longer period of time as may be prescribed by applicable Law, (iv) by the terms of any applicable special guaranty required by the Contract Documents, or (v) by any specific provision of the Contract Documents, any Work is found to be defective (excluding Work found to be defective due to the actions or inactions of any Person other than Developer or its Agents), the Owner shall give written notice thereof to Developer. Within 7 days after the date of the Owner's written notice, or within such shorter period as required by Owner for life/health/safety/ mission critical building systems and components, Developer shall, without cost to the Owner and in accordance with the Owner's written instructions, commence and complete the following corrective Work or, if such corrective Work cannot be completed within 7 days, Developer shall reasonably commence to perform, and shall complete within a reasonable time thereafter, the following corrective Work:
 - (a) Correct the repair of damage to the Site or other areas; or
- (b) Correct such defective Work, or if it has been rejected by the Owner, remove it from the Site and replace it with Work that is not defective; or
- (c) Satisfactorily correct or remove and replace any damage to other Work or to the work of others or damage to other lands or areas resulting therefrom.

7.6.2.2 Promptly upon expiration of any applicable warranty period, Developer shall execute and deliver to the Owner a written assignment, effective as of the expiration of the applicable warranty period and in form and substance acceptable to the Owner, acting reasonably, of all Developer's and Contractors' right, title and interest in and to all warranties.

7.6.3 Contractor Warranties

- 7.6.3.1 Developer shall obtain from all Key Contractors representations, warranties, guarantees and obligations appropriate for work of similar scope and scale, with respect to design, materials, workmanship, equipment, tools and supplies furnished by such Key Contractors, which shall extend to Developer and the Owner for a period of not less than one year from the Substantial Completion Date. All defective Work or Work found not to be in compliance with the Contract Documents (excluding Work found to be defective or noncompliant due to the actions or inactions of Persons other than Developer or its Agents) identified within this one-year period shall be promptly corrected by Developer at Developer's cost, without reimbursement from the Owner.
- 7.6.3.2 To the extent any Key Contractor warranty or guaranty is voided by reason of Developer's negligence or failure to comply with the requirements of the Contract Documents in incorporating material or equipment into the Work, Developer shall be responsible for correcting, at Developer's expense, any defects in the Work performed by such Key Contractor.

ARTICLE 8. CONTRACTING AND LABOR PRACTICES

8.1 Contracts and Contractors

- 8.1.1 Developer shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) that bid on and are proposed for each principal portion of the Work and their respective bid packages of the bids received with their bid tabulations. The Owner shall promptly reply to Developer in writing stating whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within 10 days shall constitute notice of no reasonable objection.
- 8.1.2 Developer shall allow the Owner ready access to all Contracts and shall deliver to the Owner within 10 days after execution complete copies of all Key Contracts, without redaction.
- 8.1.3 Developer shall promptly make available to the Owner, upon Owner's request, fully signed copies of all Contracts; the Owner reserves all audit rights pursuant to <u>Article 15</u> with respect to such Contracts.

8.2 Responsibility for Work

Developer shall retain or cause to be retained only Contractors that are qualified, experienced and capable in the performance of the portion of the Work assigned. Developer shall assure that each Contractor has at the time of execution of the Contract, and maintains at all times during performance of the assigned Work, all licenses, bonds and insurance required by applicable Law. The retention of Contractors by Developer will not relieve Developer of its responsibilities hereunder or for the quality of the Work or materials or services provided by it, whether directly or indirectly.

8.3 Contract Flowdown Provisions

8.3.1 Each Contract at all contracting tiers shall:

- 8.3.1.1 Require the Contractor to carry out its scope of Work in accordance with the Contract Documents, the Governmental Approvals, applicable Law, and any plans, systems and manuals developed and used by Developer pursuant to the Contract Documents;
- 8.3.1.2 Include a covenant to maintain all licenses required by applicable Law and, if registered with the Secretary of the State of Missouri, to maintain evidence of the Contractor's good standing to conduct business in the State;
- 8.3.1.3 Set forth representations, warranties, guaranties and liability provisions of the Contractor appropriate for work of similar scope and scale;
- 8.3.1.4 State that all warranties and guarantees, express or implied, shall inure to the benefit of the Owner, its successors and assigns upon the date the Certificate of Final Completion is issued, or the Early Termination Date, whichever is earlier;
- 8.3.1.5 Require the Contractor to procure Payment and Performance Bonds in accordance with the requirements of <u>Section 11.2</u> prior to commencement of any Work by or on behalf of the Contractor;
- 8.3.1.6 Provide that the Contractor shall have no right to suspend or demobilize unless and until it delivers to the Owner written notice of Developer's breach or default;
- 8.3.1.7 Include the requirements and provisions set forth in this Agreement applicable to Contractors regarding Intellectual Property rights and licenses;
- 8.3.1.8 Require the Contractor to participate in meetings between Developer and the Owner concerning matters pertaining to such Contractor, its Work or the coordination of its Work with other Contractors, provided that in all cases direction to such Contractor shall be provided by Developer, and provided further that nothing in this Section 8.3.1.8 shall limit the authority of the Owner to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property;
- 8.3.1.9 Include an agreement by the Contractor to participate in any Dispute Resolution proceeding pursuant to Article 16, if such participation is requested by either the Owner or Developer;
- 8.3.1.10 Include requirements that the Contractor will: (a) maintain usual and customary books and records for the type and scope of operations of business in which it is engaged, and retain such books and records for the period set forth in <u>Section 15.1</u>; and (b) permit audit thereof by both Developer and the Owner in respect of matters contemplated by the Contract Documents; and (c) provide progress reports to Developer appropriate for the type of work it is performing sufficient to enable Developer to provide the reports it is required to furnish the Owner under this Agreement;
- 8.3.1.11 Include the Indemnified Parties as indemnitees, with direct right of enforcement, in any indemnity given by the Contractor under its contract;
- 8.3.1.12 Include an acknowledgement that the Contractor has no right or claim to any lien or encumbrance upon the Project or the Site for failure of the other contracting party to pay amounts due the Contractor, and a waiver of any such right or claim that may exist at Law or in equity;

- 8.3.1.13 Include the right of Developer to terminate Contractor's contract in whole or in part upon any termination of this Agreement without liability of Developer or the Owner for the Contractor's lost profits or business opportunity;
- 8.3.1.14 Require the Contractor to comply with all insurance requirements pursuant to Article 11 and Appendix 6;
- 8.3.1.15 Include a certification that neither Contractor nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal agency or with any department, agency or political subdivision of the State; and
- 8.3.1.16 Require the Contractor to execute and submit an affidavit affirming that Contractor does not knowingly employ any person in connection with the Work who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3), and to attach to said affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986.

8.4 Prompt Payment

In accordance with its contractual obligations to such parties and in conformance with Missouri law, including the Prompt Pay Act, Developer shall ensure payment to Key Contractors all amounts received by Developer from the Owner on account of their services and Work. Developer may "pay when paid", subject to any other obligations expressly undertaken by Developer that shall require payment more promptly than "when paid". To the fullest extent permitted by applicable Law, Developer shall defend, indemnify, and hold harmless the Owner and its Indemnified Parties against all Claims arising out of or resulting from Developer's wrongful failure to pay and/or mechanic's liens.

- 8.5 Minority and Women's Business Enterprises; Construction Employment Program; SLBE
- 8.5.1 Developer shall comply with the City Minority and Women's Business Enterprise and the Construction Employment Program (as codified in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances) and with the Owner forms for contracting, attached hereto as Appendix 2-C.
- 8.5.2 At the Owner's request, the City's Fairness in Construction Board has established Construction Services participation goals of 15% for MBE and 9% for WBE, spending of the construction services budget reflected in Exhibit 2-A-1, and HRD has established Professional Services participation goals of 17% for MBE and 12% for WBE, spending of the professional services budget reflected in Exhibit 2-A-2. Developer shall exercise good faith efforts to achieve such goals and in performing the Work shall comply with the M/WBE Plans for Construction Services and Professional Services attached as Appendix 2-A-1 and 2-A-2, as may be modified from time to time in accordance with the City Minority and Women's Business Enterprise and the Construction Employment Program (as codified in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances). Developer shall cooperate with the Owner and HRD and such other persons or entities as may reasonably be required to monitor Developer's compliance with the requirements.
- 8.5.3 Developer shall exercise good faith efforts to achieve the construction employment goals of 20% of the total hours worked for minorities and 2.75% of the total hours worked for women.

Developer's failure to meet its established goals shall subject it to a maximum aggregate possible penalty of \$10,000.

- 8.5.3.1 The Owner has established a labor force recruiting program intended to assist Developer in identifying, interviewing and hiring qualified job applicants residing in Kansas City, Missouri. While Developer is not prohibited from hiring persons residing outside Kansas City, Missouri, the recruiting resource provided for herein (the "First Source Program") must be utilized by Developer pursuant to Developer's compliance with this Section 8.5.
- (a) The Owner utilizes the services of the Full Employment Council, Inc., to administer the First Source Program. Developer shall comply with the First Source Program requirements as implemented by the Full Employment Council, unless otherwise excused in writing by the HRD director. To ensure compliance with the First Source Program, Developer shall contact those persons at the Full Employment Council responsible for administering the program, which may be identified by visiting their website at www.feckc.org and clicking on the link for KCMO First Source Hiring Program.
- (b) The requirements of this <u>Section 8.5.3</u> shall be incorporated into every Contractor's scope of Work.
- 8.5.4 Developer agrees to utilize Owner's web-based Diversity Management System ("B2GNow") for all reporting related to Developer's compliance with this <u>Section 8.5</u> and for reporting Developer's construction employment hours. Developer agrees to use Owner-provided forms for any non-electronic submittals required for the M/WBE and Construction Employment Program, including the forms attached hereto in Appendix 2.
- 8.5.5 Owner shall perform Oversight, including reviewing reports and conducting on-site monitoring, related to Developer's compliance with this <u>Section 8.5</u>, and Developer shall cooperate with Owner's performance of Oversight.
- 8.5.6 If Developer fails to make good faith efforts to achieve HRD-established goals for M/WBE or the Construction Employment Program, Owner will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, Developer shall be liable for damages as provided in the HRD Instructions for Construction Contracts, attached hereto as Appendix 4-E-1. Determination of such liquidated damages shall be subject to the provisions of the appeal procedure outlined in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances.
- 8.5.7 Developer shall comply with the City Small and Local Business Enterprise requirements, as codified in Sec. 3-601 et seq. of the City's Code of Ordinances, attached hereto as Appendix 2-F.

8.6 Key Personnel

Developer shall retain, employ and utilize the individuals specifically listed as Key Personnel in Appendix 1-D; provided, however, that in the event that an individual name is not listed for a Key Personnel position as of the Effective Date, Developer may designate such individual following the Effective Date, subject to providing the Owner with prior written notice of the proposed individual and the Owner's written confirmation that such individual meets or exceeds the applicable criteria for such Key Personnel, as set forth in Appendix 1-D. Developer shall not, prior to Substantial Completion, change or substitute any such individuals except due to retirement, death, disability, incapacity, or

voluntary or involuntary termination of employment. Developer shall notify the Owner in writing of any proposed replacement for any Key Personnel position. The Owner shall have the right to review the qualifications of each individual to be appointed to a Key Personnel position and to approve or disapprove, in its reasonable discretion, use of such individual in such position prior to the commencement of any Work by such individual.

8.7 Labor Standards

All individuals performing the Work shall have the skill and experience and all licenses or certifications required to perform the Work assigned to them in accordance with the Contract Documents. If any individual employed by Developer or any Contractor lacks such skill, experience, licensing and certification, or is not performing the Work in a proper, safe and skillful manner, then Developer shall, or shall cause such Contractor to, remove or re-assign such individual.

8.8 Nondiscrimination and Equal Opportunity in Employment

Developer shall refrain from any unlawful employment practice as currently defined in the City Code of Ordinances and shall adhere to the requirement of Sections 38-103 and 3-517 of the City Code of Ordinances. Developer shall post at its office of employment notices of the provisions of Section 3-517 of the Code of Ordinances. In connection with the performance of the Work under this Agreement, Developer agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Developer further agrees to insert, or cause to be inserted, the foregoing provision in all Contracts. Failure by Developer or any Contractor to comply with this Section 8.8 shall constitute a Developer Default. Developer shall permit HRD access at all reasonable times to such records in or under Developer's possession or control, as necessary, to ascertain compliance with this Section 8.8.

8.9 Prevailing Wages

8.9.1 Applicability

For purposes of this <u>Section 8.9</u>, the term Contractor shall not include Suppliers, manufacturers, or distributors.

8.9.2 Prevailing Wage Law

8.9.2.1 In accordance with the Missouri Prevailing Wage Law, Sections 290.210-290.340, RSMo (the "Prevailing Wage Law"), Developer will pay or cause to be paid a prevailing wage ("Prevailing Wage") to all crafts employed for the Work, consistent with the wage order ("Annual Wage Order") scale set forth in Appendix 2-B; provided, if no Prevailing Wage has been established for a particular craft to be utilized on the Project, Developer shall work cooperatively with HRD to provide the necessary information that will enable HRD to liaison with the State to establish the Prevailing Wage for such craft, which may be based on the determination of the Davis-Bacon Act, 40 U.S.C. 3141 et. seq. (the "Davis-Bacon Act"). Developer will take any and all steps necessary to ensure Prevailing Wage rates applicable for the classification and type of work are paid by Contractors according to the type of work being performed. Developer shall also comply with the requirements of Missouri's Excessive Unemployment Law, Sections 290.550-290.580, RSMo. If the Project at any point utilizes federal funds to pay for any portion of the Work, Developer agrees to comply with all applicable provisions of the Davis-Bacon Act; provided, Developer shall continue to apply the Annual Wage Order rates if the

application of the Davis-Bacon Act would result in a reduction in wages for any particular type or classification of work from that which would be paid pursuant to the Prevailing Wage Law. If compliance with the applicable provisions of the Davis-Bacon Act results in increased costs to Developer, the same shall be treated as a Relief Event.

- 8.9.2.2 The Annual Wage Order applicable to the Work shall be the Annual Wage Order rates in effect as of the Effective Date.
- 8.9.2.3 Developer may use a contract management firm to monitor the payment of Prevailing Wages. Developer acknowledges that HRD may initiate investigations and levy penalties in accordance with applicable Law if the Owner determines that Prevailing Wages were not paid in accordance with the Prevailing Wage Law.
- 8.9.2.4 Developer shall be responsible for monitoring compliance by Contractors with this Section 8.9, including:
- (a) Requiring that Contractors prominently post a clearly legible statement of the Prevailing Wage to be paid to all workers employed on the Project, to remain posted at all times any worker is employed on the Project;
- (b) Requiring Contractors to prepare and submit to Developer weekly a certified copy of all payrolls;
- (c) Reviewing all submitted Contractor payrolls, providing written notice of any errors to Contractors, and obtaining corrected payrolls within 14 days after giving such notice;
- (d) Requiring Contractors to keep a daily record of all related Project activities, including, but not limited to, the number of employees working each shift and the classification of each employee and areas worked;
- (e) Requiring Contractors to prepare and submit to Developer Daily Labor Force Reports in accordance with the form Daily Labor Force Report provided on the "B2GNow" system, which form shall be included in all bid documents for the Project;
- (f) Performing weekly interviews with workers on the Site as an additional check to determine Prevailing Wage compliance; and
- (g) Reviewing Contractors' certified payrolls for compliance with the Prevailing Wage Law, and if Developer is aware of any allegations that Prevailing Wages have not been paid, or the certified payrolls reflect a failure to pay the Prevailing Wage, Developer must notify in writing the Contractor and HRD director. Developer shall follow up with the Contractor to resolve any such allegations, and shall provide the HRD director with a memorandum of written resolution regarding such issues.
- 8.9.2.5 Developer acknowledges that action with respect to alleged violations of this Section 8.9 may be initiated by HRD's giving written notice to the Director of Aviation, the City Attorney and Developer in accordance with Section 17.10. Such notice shall set out the persons or classifications who are claimed to have been underpaid and the days and amounts they are claimed to have been underpaid. Developer shall have 10 Business Days, or such longer time as the City's Director of Development may allow, to respond to the allegation; Developer shall provide a copy of its response to the HRD director and Director of Aviation. Based on the information in the notice, Developer's response

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and such additional information as the Director of Aviation may deem appropriate, the Director of Aviation will render his or her decision in writing as to whether Prevailing Wages have been paid. A decision that Prevailing Wages have not been paid shall set out the amount of wages owed and, promptly upon receipt of written notice of such decision, Developer shall promptly pay or cause to be paid any such wages the Director of Aviation determines are owed.

- 8.9.2.6 If, pursuant to action undertaken by the HRD director, the Owner determines that Prevailing Wages have not been paid, in addition to the obligation to pay the amount of wages determined to be owed, Developer shall be subject to the following penalties:
- (a) Developer shall forfeit and cause to be paid to the City \$100 dollars for each worker employed, for each day, or portion thereof, such worker is paid less than the prevailing hourly rates for any Work performed under this Agreement, pursuant to Section 290.250.1., RSMo.
- (b) Developer acknowledges and agrees that violations of the Prevailing Wage Law commonly result in additional costs to the Owner, which for any particular violation are difficult to establish and include but are not limited to: additional work for the Owner, additional interest expenses, investigations, and the resources required to staff a dedicated division to monitor prevailing wage compliance. Therefore, in the event of Developer's breach of the requirements of this Section 8.9, Owner shall be entitled to collect as liquidated damages the amount set forth in Section 8.9.2.6(a) above.
- (c) Notwithstanding anything to the contrary herein, the penalties and damages described in this Section 8.9.2.6 shall not apply if, within 30 days after receipt of the notice provided to Developer pursuant to Section 8.9.2.5, Developer reasonably cures the violation; provided, if the nature of the violation is such that more than 30 days are required for cure, Developer shall be permitted such additional time as is reasonably necessary if it has commenced to cure within such 30-day period and diligently prosecutes the same to completion.

8.9.3 Rate and Frequency of Wages Paid

Developer shall be familiar with, and shall cause all Contractors performing any portion of the Work to be familiar with, the Annual Wage Order. Developer shall pay, and shall cause Contractors performing any portion of the Work to pay, their respective workers, mechanics, and laborers on a weekly basis according to the rates and classifications set forth in the Annual Wage Order, provided that Developer and Contractors are not required to comply with any increases in the Annual Wage Order that occur within the first year following the Effective Date. Except as a result of a Change in Law, in no event shall any increase in Prevailing Wages in excess of the amounts set forth in Appendix 2-B result in any increased liability on the part of the Owner. The possibility and risk of any such increase is assumed by Developer.

8.9.4 Reporting Wages Paid

Developer and Contractors who are performing Work that is covered by the Prevailing Wage Law shall upload to the Owner's online labor compliance management electronic tracking tool ("myLCM"), for each week during which workers are employed under this Agreement or any Contract, payroll records of all such workers. These payroll records shall contain information showing the name, social security number, occupation/craft, and wage classification of each worker, the number of hours worked by each worker, the hourly rate of pay of each worker, the shift(s) and hours worked, the check number of funds paid for each worker, the itemized deductions made from the pay of each worker, and the gross and net amount of pay received by each worker for the week. All copies of the payroll records shall be accompanied by sworn statements of Developer and Contractors that: (a) the copies are true and correct

and are the payroll records of all mechanics, workers, and laborers employed under the Agreement and Contracts; (b) the payments were made to the workers as stated in the payroll records; and (c) no deductions were made other than those set forth in the payroll records.

ARTICLE 9. RELIEF EVENT CLAIMS

9.1 General

If it is determined that a Relief Event has occurred, subject to the provisions of this Article 9, Developer shall be entitled to additional monetary compensation, time extension and/or other relief, as provided hereunder. The compensation amounts, time extensions and any other relief granted in accordance with this Article 9 and added by Change Order shall represent the sole and exclusive right of Developer against the Owner for compensation, time extension or any other relief for any adverse financial, schedule or other effects of any Relief Event.

9.2 Relief Event Claim Procedure

9.2.1 Relief Event Notice

Developer shall give the Owner written notice ("Relief Event Notice") of the occurrence of the Relief Event, within 20 days after the date of occurrence, that the Relief Event has caused or is likely to cause an entitlement under this Agreement; provided, however, Developer shall provide written notice of the occurrence of conditions of an immediate or imminent life/health/safety nature promptly, but not later than the earlier of (i) 20 days after the date of the occurrence, or (ii) within 72 hours after Developer's or Design-Builder's actual knowledge of such occurrence. The Relief Event Notice shall set forth, to the extent then known:

- 9.2.1.1 A description of the Relief Event and its cause;
- 9.2.1.2 The date on which the Relief Event began and its estimated duration;
- 9.2.1.3 Developer's good faith estimate of the anticipated adverse effects of the Relief Event and the basis for such estimate;
- 9.2.1.4 Developer's preliminary good faith estimate of expected delay to any Critical Path matter in the Project Schedule directly attributable to the Relief Event and the basis for such estimate; and
- 9.2.1.5 The nature and scope of Developer's potential entitlement to additional monetary compensation, time extension and any other relief, as applicable, under this Agreement.

9.2.2 Mandatory Claim Records and Supplemental Information

Upon submitting a Relief Event Notice, Developer shall keep detailed daily records of the consequences of the Relief Event and its impact on the performance of Developer's obligations under the Contract Documents. Without limiting the foregoing, such records shall identify each operation and specific location affected by the Relief Event and all labor, material and equipment costs incurred for affected operations. Developer shall provide to the Owner a copy of Developer's daily records on a weekly basis.

9.2.3 Mitigation and Updates

Developer will provide prompt notice to the Owner of its mitigation plan for any Relief Event. As part of its notice, Developer shall identify any time constraints on the initiation or prosecution of any mitigation step(s). At Developer's request, the Owner shall review and consider approval of the commercially reasonable steps Developer proposes to take to mitigate the consequences of any Relief Event, provided that no Owner review and approval shall be required to address conditions of an immediate or imminent life/health/safety nature, and that Developer's reasonable measures to address such immediate or imminent conditions shall be deemed a Project cost and shall be processed via a Change Order. In addition, the Owner may provide input to Developer regarding Developer's intended mitigation measures, which input shall be considered by Developer. If the Owner intends to direct Developer's mitigation measures, Owner shall do so by issuing a Change Directive. Relief Event mitigation costs shall be paid to Developer via Change Order.

9.2.4 Relief Event Claim

Developer shall submit to the Owner a formal request (a "Relief Event Claim") for specific monetary compensation, time extension and/or other relief within 60 days after submittal of the corresponding Relief Event Notice, except as otherwise reasonably agreed by the Owner. Developer may not make duplicative claims with respect to a Relief Event. The Relief Event Claim shall include the following information, to the maximum extent then available:

- 9.2.4.1 Full details of the Relief Event, including its nature, the date of its occurrence, its duration, and the portions of the Work affected;
- 9.2.4.2 Identification of the particular provisions of this Agreement that are implicated in Developer's claim;
 - 9.2.4.3 A detailed, itemized estimate of all costs claimed;
- 9.2.4.4 The effect of the Relief Event on Developer's ability to perform any of its obligations and the specific relief sought;
 - 9.2.4.5 An explanation of the mitigation measures Developer has undertaken; and
- 9.2.4.6 The type and amount of insurance that may be applicable and amounts that have been or are anticipated to be collected under such insurance.

9.2.5 Delay in Notification

If any Relief Event Notice, Relief Event Claim or any other required information is submitted by Developer to the Owner after the dates required hereunder, then Developer shall not be entitled to compensation, time extension or other relief in connection with such Relief Event for any additional compensation, time extension or other relief attributable to the delay in notifying the Owner; provided, however, that if Developer fails to submit any such notice, claim or information within 6 days after either the Developer or Design-Builder has acquired actual knowledge of the Relief Event, Developer shall not be entitled to make a Relief Event Claim with respect to such Relief Event.

9.2.6 Owner Response

Within 30 days after receipt of a properly submitted Relief Event Claim in accordance with <u>Section 9.2.4</u>, the Owner shall issue a written determination as to the extent to which it concurs with Developer's claim. Any failure by the Owner to respond to a full and final documentation of a Relief Event Claim within such 30-day period shall be deemed a rejection by the Owner of such Relief Event Claim.

9.2.7 Agreement or Dispute

The agreement of the Parties as to the specific compensation, time extension and/or other relief to be given Developer on account of a Relief Event shall be evidenced by a Change Order that includes all pertinent information, references, and data to support the claim, which shall be promptly prepared by and signed by the Parties. If the Parties are unable to agree as to the specific compensation, time extension and/or other relief to be given Developer on account of a Relief Event, the Owner shall pay or grant, as applicable, any undisputed portion of compensation, time extension and/or other relief, and either Party may refer the disputed portion of the Relief Event Claim to the Dispute Resolution Procedures.

9.2.8 Time Extensions

Subject to the provisions of this Article 9, upon the occurrence of a Relief Event, Developer shall be entitled to a day-for-day extension of (i) the Scheduled Substantial Completion Date; and (ii) the Final Completion Deadline, solely to the extent that the Project's Critical Path is delayed, as demonstrated by Developer's "Critical Path Method" impact analysis. For a Relief Event due to Differing Site Conditions, Developer shall not be entitled to a time extension for the first 10 days, in the aggregate, attributable to delays caused by all discoveries of Differing Site Conditions. For example, if four separate discoveries of Differing Site Conditions each cause a four-day delay to the Project (totaling 16 days of delay), Developer would be entitled to an extension of only six days (for days 11-16).

9.2.9 Monetary Compensation for Relief Events

Subject to the provisions of this <u>Article 9</u>, Developer shall be entitled to compensation for actual costs incurred by Developer arising from a Relief Event, as determined in an executed Change Order pursuant to <u>Section 9.2.7</u> above, provided the Owner shall have no liability to Developer for expenses, costs, or items of damages in connection with a Relief Event other than those that are expressly provided as payable under this Agreement. The Owner shall compensate Developer for any additional compensation due related to a Relief Event as Progress Payments invoiced as Work is completed.

9.2.10 Insurance; Deductions

Developer's compensation for a Relief Event shall be Developer's actual costs less: (i) all insurance proceeds actually received by Developer in connection with the Relief Event; and (ii) any deductions specifically set forth in this <u>Article 9</u>. For the avoidance of all doubt, Developer shall not be entitled to any compensation from the Owner for costs that are covered and actually paid by insurance.

9.3 Audit

All Relief Event Claims shall be subject to audit at any time following the filing of the Relief Event Claim. The audit may be performed, at the Owner's election in its sole discretion, by employees of the Owner or by any independent auditor appointed by the Owner, or both (at Owner's sole cost). Developer and its Contractors shall cooperate with the Owner's auditors. Developer and its Contractors

shall retain sufficient records, and provide full and reasonable access to such records, to allow the Owner's auditors to verify the Relief Event Claim. Failure to retain sufficient records of the Relief Event Claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of the Relief Event Claim that cannot be verified and shall bar recovery thereunder.

ARTICLE 10. CONTRACT FORM AND AMOUNT; PAYMENTS TO DEVELOPER

10.1 Maximum Compensation Cap

The Parties acknowledge that as of the date of full execution of this Agreement, the Bonds intended to provide most, if not all, of the funding for the Work to be performed by Developer and paid for by the Owner have not been marketed and sold and the revenues from the sale of such Bonds have not been received. Therefore, the Parties agree that the maximum amount of compensation the Owner is obligated to pay Developer for the Work shall not exceed \$70,002,000 (the "Compensation Cap"), and Developer shall not be obligated to perform Work for which the compensation for said Work would exceed the Compensation Cap unless the Compensation Cap is increased by an amendment to this Section 10.1 and the City's Director of Finance has certified the availability of Readily Available Funds to meet the increased Compensation Cap.

10.2 Guaranteed Maximum Price Contract

- 10.2.1 In no event shall the Developer be entitled to reimbursement for costs that exceed the GMP of \$1,357,422,841, including an Owner's Contingency of \$41,400,000 as specified in the Preliminary Project Program and its subsequent iterations, except as modified by the terms of this Agreement.
- 10.2.2 The Owner is authorized, without further approval of City Council, to make additional payments that may be required by the terms of this Agreement, including any compensation payable by the Owner in connection with Relief Events, provided such additional payments shall not exceed the amount of the Final GMP. The Owner is authorized to execute any documents necessary to facilitate such additional payments.
- 10.2.3 After the Effective Date and as described in <u>Appendix 1-B</u>, the Owner, Developer, and Design-Builder shall collaborate and work in good faith through a transparent, market validation process to develop the revised GMP. The revised GMP shall be the agreed upon budget ceiling for the final cost of the Project scope set forth in the Revised Project Program. In addition to the Revised Design and Reference Documents, the revised GMP shall be based upon the considerations described in <u>Appendix 1-B</u>, and (i) the cost of any completed scopes of Work, (ii) updated estimates (based on the Revised Design and Reference Documents) for the cost of incomplete scopes of Work that have been awarded directly or indirectly by the Developer, and (iii) such other data both Parties agree to consider.
- 10.2.4 The Owner and Developer shall submit their proposed revised GMP to the Project Management Committee ("Revised GMP") simultaneously with their submission of the Revised Design and Reference Documents.
- 10.2.4.1 If the Revised GMP exceeds the GMP initially set forth in Section 10.2.1 above, and the Project Management Committee approves the Revised Design and Reference Documents, the Owner shall either issue a Change Order to raise the GMP to equal the Revised GMP or direct the Developer and the Owner to revise the design or reduce scope from the Revised Project Program, such that the Revised GMP does not exceed the GMP set forth in Section 10.2.1. Upon the Developer's

request, the Owner shall promptly and in good faith cooperate with the Developer, and if specifically requested by the Developer, seek the input of the Project Management Committee and Steering Oversight Committee members to assist the Developer in revising the design or reducing the scope of the Revised Project Program.

- 10.2.4.2 If the Project Management Committee rejects the Revised Design and Reference Documents or the Developer and Developer are directed to revise the design or reduce scope from the Revised Project Program such that the Revised GMP does not exceed the GMP, as described in Section 10.2.4.1 above, it shall do so by following the process described in Sections 4.5.2, 4.5.3, and 4.5.6. Developer and Owner shall reasonably agree to a deadline for resubmitting the Revised GMP and Revised Design and Reference Documents to the Project Management Committee. This process shall continue until (i) the Revised Design and Reference Documents and the Revised GMP are both approved by the Project Management Committee, or (ii) the Revised GMP does not exceed the GMP initially set forth in Section 10.2.1.
- 10.2.5 After the Revised Design and Reference Documents and the Revised GMP are made part of this Agreement, and as described in <u>Appendix 1-B</u>, the Owner, Developer, and Design-Builder shall collaborate and work in good faith through a transparent, market validation process to develop the Final GMP. As used herein, the "Final GMP", as may be amended from time to time, shall be the agreed upon budget ceiling for the final cost of the Project scope that is depicted in the Final Project Program. In addition to the IFCD and the considerations described in <u>Appendix 1-B</u>, the Final GMP shall be based upon: (i) the cost of any completed scopes of Work, (ii) updated estimates (based on the IFCD) for the cost of incomplete scopes of Work that have been awarded directly or indirectly by the Developer, and (iii) such other data both Parties agree to consider.
- 10.2.6 The Owner and Developer shall submit their proposed Final GMP to the Project Management Committee simultaneously with their submission of the IFCD.
- 10.2.6.1 If the Final GMP exceeds the Revised GMP and the Project Management Committee approves the IFCD, the Owner shall either issue a Change Order to raise the Revised GMP to make it equal to the Final GMP or direct the Developer to revise the design or reduce scope from the IFCD, such that the Final GMP does not exceed the Revised GMP. Upon the Developer's request, the Owner shall promptly and in good faith cooperate with the Developer, and if specifically requested by the Developer, seek the input of the Project Management Committee and Steering Oversight Committee members to assist the Developer in revising the design or reducing the scope of the IFCD.
- 10.2.6.2 If the Project Management Committee rejects the IFCD or the Developer is directed to revise the design or reduce scope from the IFCD so that the Final GMP does not exceed the Revised GMP, it shall do so by following the process described in Sections 4.5.2, 4.5.3, and 4.5.6. Developer and Owner shall reasonably agree to a deadline for resubmitting the Final GMP and IFCD to the Project Management Committee. This process shall continue until (i) the IFCD and the Final GMP are both approved by the Project Management Committee, or (ii) the Final GMP does not exceed the Revised GMP. Upon the Developer's request, the Owner shall promptly and in good faith cooperate with the Developer, and if specifically requested by the Developer, seek the input of the Project Management Committee and Steering Oversight Committee members to assist the Developer in revising the design or reducing the scope of the IFCD.
- 10.2.7 The Parties' failure, after exhausting all commercially reasonable efforts and acting in good faith in all material respects, to reach agreement on an iteration of the GMP shall be treated as an Owner's Termination for Convenience. A dispute regarding whether the Parties have exhausted all

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commercially reasonable efforts and acted in good faith in all material respects shall be referred to Dispute Resolution.

- 10.2.7.1 All iterations of the GMP shall include the contingencies set forth <u>Section</u> 10.4 and the agreed upon fee for the Developer and the Design-Builder.
- 10.2.8 Costs incurred by the Developer to carry out the Owner's discretion to revise the design or reduce scope under <u>Sections 10.2.4.1, 10.2.6.1</u> or <u>10.2.6.2</u> shall be tracked separately on the Schedule of Values and be reimbursable to the Developer under the Final GMP.

10.3 Progress Payments

- 10.3.1 The Owner shall pay to Developer progress payments on a monthly basis (the "Progress Payments") in arrears in accordance with this <u>Section 10.3</u>, provided that no Progress Payment shall be payable until the NTP has been issued.
- 10.3.1.1 In addition to any amounts owed under <u>Section 10.3.2</u>, within 10 days after receiving a statement of amounts owed, Owner shall pay Developer:
- (a) The amount of Developer's Out-of-Pocket Costs, subject to the terms of the Consent Agreement; and
- (b) The amount of such other Project-related costs incurred by Developer, not otherwise reimbursed pursuant to Section 10.3.1.1(a), that are approved by the Owner.
- 10.3.2 The amount of each Progress Payment shall equal the total amount payable to Developer for the percentage of the Work performed in the relevant month (representing the amount of Work completed divided by the total Work to be done by task) multiplied by the GMP, as reflected in the most recent amendment to this Agreement.
- 10.3.3 With respect to each Progress Payment, on the 25th of each month, or the next Business Day thereafter, Developer shall submit to the Owner an application, in the form attached as <u>Appendix 11</u> (each, a "Progress Payment Application"), together with a copy of the corresponding payment application, detailed supporting calculations, and any other supporting documentation or information reasonably requested by the Owner.
- 10.3.3.1 Beginning with the second Progress Payment Application, each Progress Payment Application shall include:
- (a) an affidavit of Developer stating that all previous Progress Payments have been applied to discharge Developer's obligations associated with prior Progress Payment Applications;
- (b) a copy of the most recent 00485.01 M/WBE Monthly Utilization Report Developer submitted to HRD;
- (c) a copy of the most recent 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report Developer submitted to HRD;
 - (d) a current Project Schedule;

- (e) lien waivers (if applicable) and waivers of right to claim against the Payment Bond for each Contractor who has rights to claim against the Payment Bond for the Work covered by the Progress Payment Application; and
- (f) if payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Progress Payment Application shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Owner's interest therein.
- 10.3.3.2 Developer warrants that upon submittal of a Progress Payment Application for payment, all Work for which previous Progress Payment Applications have been submitted and payments received from the Owner, shall, to the best of Developer's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances, in favor of Developer, Contractors, Suppliers or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the Work.
- 10.3.4 The Owner shall have until the first day of the month following Developer's submission of its Progress Payment Application to review the Progress Payment Application and to communicate its approval or disapproval to Developer. If the Owner fails to communicate its disapproval to Developer by the first day of the succeeding month, such Progress Payment Application shall be deemed approved. Following an approval of a Progress Payment Application, the Owner shall arrange for payment by wire transfer by the 5th day of the succeeding month, with payment made to Developer not later than the 10th day of the succeeding month. For example, if the Developer submits its draft Progress Payment Application for January 2019 on January 25, 2019, then Owner and Developer shall agree on the Final Progress Payment Application for January 2019 by February 1, 2019; and the Owner shall pay or arrange payment for the Final Progress Payment Application for January 2019 by February 5, 2019.
- 10.3.5 The Owner shall be entitled to disapprove a Progress Payment Application only if: (a) such application does not reflect the progress of the Work as compared to the Schedule of Values; (b) such application does not comply with Appendix 11; or (c) the Work covered by the application is defective or requires correction, provided that the Owner shall approve payment for all Work that is not defective or require correction. The Owner shall have 5 Business Days to review and approve a Progress Payment Application resubmitted by Developer following the Owner's initial disapproval of a Progress Payment Application, and an additional 10 days thereafter to arrange for payment of an Owner-approved resubmitted Progress Payment Application.
- 10.3.6 In taking action on Developer's Progress Payment Application, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by Developer and shall not be deemed to represent that the Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted.

10.4 Contingency

10.4.1 The GMP, and all iterations of the same, shall include the following contingency categories in the following initial amounts, except as otherwise agreed by the Owner and Developer:

Contingency Category	Amount/Percentage/Other
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Contingency Category	Amount/Percentage/Other
Owner Contingency	\$41,400,000
Construction Contingency	The sum of 3% plus the first \$5,000,000 in Project Contingency at Final GMP, if any.
Design Evolution Contingency	10%
Escalation Contingency	4.5%
Developer Contingency	\$3,000,000
Project Contingency	The sum of any buyout savings, reductions in Project scope, reductions/unused soft costs, unused Design Evolution Contingency, unused Escalation Contingency, and unused Developer Contingency.

- 10.4.2 All subcontracts shall stipulate that any unused contingency, in any category, shall be allocated to Project Contingency.
- 10.4.3 Developer must inform the Project Management Committee, Steering Committee and Owner as to its use of the Contractor Contingency and Escalation Contingency.
- 10.4.4 Owner shall consult with and obtain the approval of the Project Management Committee and, as appropriate, the Steering Committee prior to approving use of the Design Contingency.
- 10.4.5 Owner shall consult with and obtain the approval of the Steering Committee prior to approving use of the Owner Contingency and Project Contingency.

10.5 Contingency Incentives

Upon Final Completion and the satisfaction of the Parties' obligations under this Agreement, and provided that Developer is not then and shall not have been in Default under this Agreement at any time, the Parties hereby agree to share any unused Project Contingency: (a) 75% to the Owner, and (b) 25% to Developer (not to exceed \$2 million).

10.6 Disputed Amounts

The Owner shall have the right to dispute, in good faith, any amount specified in an invoice or Progress Payment Application submitted by Developer under this Agreement. Notwithstanding any other provision of this Agreement, the Owner shall pay the amount of the invoice in question that is not in reasonable dispute, and shall be entitled to withhold the balance pending resolution of the Dispute. Developer and the Owner shall use reasonable efforts to resolve any such Dispute within 30 days after the Dispute arises. If the Parties fail to resolve the Dispute within such period, the Dispute shall be referred to Dispute Resolution.

10.7 Retainage

Execution of this Agreement by Developer shall constitute a waiver by Developer to claim any right of payment of interest upon any funds retained in accordance with this Agreement, or to claim any right of payment of interest upon funds withheld under the provisions of Section 34.057, RSMo. The total retention shall not exceed 5% of all Progress Payment amounts to be paid to Design-Builder's subcontractors that perform construction Work. Upon request by Developer, the Owner, in its reasonable discretion, will consider release of retention for certain early Project Work, including demolition, site work and foundation work.

10.8 Set-Off

10.8.1 The Owner may set off any amounts owed by Developer to the Owner under this Agreement against any amounts due and payable by the Owner to Developer.

10.9 Close-Out Payment

- 10.9.1 At the time of submission of its Application for Final Payment, and as a condition precedent to final payment, Developer shall provide the following, in form reasonably acceptable to the Owner:
- 10.9.1.1 An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work which might in any way affect the Owner's interests, and an agreement to defend and indemnify the Owner against any of same.
- 10.9.1.2 General release executed by Developer under oath, waiving, upon receipt of final payment, all claims against the Owner, except those claims previously made in writing to the Owner by Developer, still pending at the time of the Application for Final Payment, and specifically identified in the general release as unsettled at the time of the Application for Final Payment;
 - 10.9.1.3 Consent of Developer's surety to final payment;
- 10.9.1.4 One complete record set, both in electronic form and on a reproducible medium acceptable to the Owner, of all Contract Documents and submittals;
- 10.9.1.5 All IP Materials, operating manuals, instruction manuals, maintenance manuals, product and manufacturers' warranties, and other documents, things, and deliverables required by the Contract Documents;
- 10.9.1.6 The City's form Contractor Affidavit for Final Payment (Form 051513) from Developer and the City's form Subcontractor Affidavit for Final Payment (Form 020408) from all subcontractors, regardless of tier; and
- 10.9.1.7 The Missouri Department of Labor and Industrial Relations Affidavit of Compliance with the Prevailing Wage Law (Form PW-4 (07-14) Al).
- 10.9.2 After receipt of Developer's Application for Final Payment, and provided that Developer has completed all of the Work and provided all documents and information in conformance with the Contract Documents, the Owner shall make final payment to Developer within the time required in the Contract Documents and pursuant to applicable Missouri law. If any of the conditions in Sections 10.11.1 10.10.1.7 are not met, the Owner shall make the final payment less any amount it reasonably

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needs to retain, in the Owner's sole but reasonable discretion, to ensure the condition will be satisfied promptly.

10.9.3 Final payment shall not constitute a waiver of claims including, but not limited to, those arising from: (a) Disputes perfected by the process described in Section 3(j) of the Dispute Resolution Procedures, security interests or encumbrances arising out of this Agreement; (b) negligence or misrepresentation related to or arising from this Agreement; (c) failure of the Work to comply with the requirements of the Contract Documents; (d) terms of warranties required by the Contract Documents; (e) claims discovered during audit or attestation engagements; (f) latent defects; or (g) Claims covered by insurance required by this Agreement.

ARTICLE 11. INSURANCE, PERFORMANCE AND PAYMENT BONDS

11.1 Insurance

Developer shall procure and maintain, or cause to be procured or maintained, the Contractor-Controlled Insurance Program strictly in accordance with the minimum coverage requirements and terms of coverage set forth in <u>Appendix 6</u>. All insurance coverage required to be provided by Developer shall apply specifically and exclusively to the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project, except with respect to off-site Worker's Compensation/Employer's Liability, off-site Commercial General Liability and Excess/Umbrella Liability, and Commercial Automobile Liability coverages or as otherwise specified in <u>Appendix 6</u>.

11.2 Performance and Payment Bonds

11.2.1 Performance Bond

Unless otherwise agreed to by the Owner, Developer shall obtain, or cause to be obtained, a Performance Bond representing the total value of the Compensation Cap, as may be amended from time to time, for construction costs, including (as such terms are defined in Appendix 1-C) Cost of the Work, General Conditions and General Requirements of the Design-Builder's construction (as distinct from design subcontractors) subcontractors of all tiers, as a condition to the Owner's issuance of the NTP to secure Developer's performance of the Work. The Performance Bond shall be: (a) in the form set forth in Appendix 5; (b) issued by a licensed surety or insurance company authorized to issue bonds in the State; (c) approved by the Owner; and (d) rated in the top two categories by two nationally recognized rating agencies or at least "A-" or better and "Class VIII" or better according to A.M. Best and Company's Financial Strength Rating and Financial Size Category, except as otherwise approved in writing by the Owner in its reasonable discretion. The surety bond must include a multiple obligee rider, which shall name the Owner as an additional obligee and may also name the Bond Trustee as an additional obligee. The Performance Bond shall be held by the Owner until a Certificate of Final Completion has been issued by the Owner in accordance with the terms of Article 7. Any Performance Bond relating to Punch List items shall be returned following completion of all Punch List items related thereto. Each Performance Bond shall be delivered to the Owner Representative, and the failure of the Owner Representative to give notice of rejection of such Performance Bond within 15 days after Owner Representative's receipt of the same shall be deemed to constitute the Owner's acceptance thereof.

11.2.2 Payment Bonds

Unless otherwise agreed to by the Owner, Developer shall obtain, or cause to be obtained, a Payment Bond representing the value of the Compensation Cap, as may be amended from time to time, to

secure Developer's obligation to pay for labor and materials in connection with the Work. The Payment Bond required by this Section 11.2.2 must be issued in the form set forth in Appendix 5, and must be issued by a surety or an insurance company authorized to issue bonds in the State that is rated in the top two categories by two of the three nationally recognized rating agencies or at least "A-" or better and "Class VIII" or better according to A.M. Best's Financial Strength Rating and Financial Size Category, except as otherwise approved in writing by the Owner in its reasonable discretion.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES

12.1 Developer Representations and Warranties

Developer represents and warrants to the Owner as follows:

- 12.1.1 Developer and its Contractors possess all required authority, license status, applicable licensing standards, certification standards, accrediting standards, professional ability, skills and capacity to perform the Work.
- 12.1.2 Developer has examined the Site and surrounding locations and reviewed the Resource Documents, as may be updated from time to time, to familiarize itself with existing conditions; and as a result of such examination and review, Developer is familiar with and accepts the physical requirements of the Work and all associated risks and costs, except as otherwise expressly provided in this Agreement.
- 12.1.3 Developer has familiarized itself with the requirements of any and all applicable Laws, and the conditions of any required Governmental Approvals prior to entering into this Agreement. Developer will comply with such provisions before commencing performance of the Work under the Contract Documents and at all times during the Term.
- 12.1.4 All Work provided under Developer's direction will be performed by or under the supervision of Persons who hold all necessary valid licenses to practice in the State, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who shall assume professional responsibility for the accuracy and completeness of all documents prepared or checked by them.
- 12.1.5 Developer is a limited liability company duly organized and validly existing under the laws of Maryland and is registered and in good standing with the State, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Agreement and to perform each and all of the obligations of Developer provided for herein and therein.
- 12.1.6 The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of Developer; each person executing this Agreement has been duly authorized to execute and deliver each such document on Developer's behalf; and this Agreement has been duly executed and delivered by Developer.
- 12.1.7 Neither the execution and delivery by Developer of this Agreement, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or has resulted or will result in a default under or a violation of the governing instruments of Developer or any other agreements or instruments to which it is a party or by which it is bound.

- 12.1.8 This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.
- 12.1.9 There is no action, suit, proceeding, investigation or litigation pending and served on Developer that challenges Developer's authority to execute, deliver or perform, or the validity or enforceability against Developer of, this Agreement or that challenges the authority of Developer's representative executing this Agreement; and Developer has disclosed to the Owner any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Developer is aware.
- 12.1.10 Developer certifies, by entering into this Agreement, that neither it nor its principals or Agents is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State. For purposes of this Section 12.1.10, the term "principal" means an officer, director, owner, partner, Key Personnel, employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Developer.
- 12.1.11 As of the Effective Date, Developer has disclosed to the Owner in writing all organizational conflicts of interest of Developer and its Contractors of which Developer is aware as of the Effective Date.
- 12.1.12 The Intellectual Property does not infringe any right, title or interest of any other Person. Developer has executed, or shall have executed prior to incorporation, a license for, and in the name of, the Owner in respect of all Third-Party Intellectual Property incorporated into the Project.

12.2 Owner Representations and Warranties

The Owner represents and warrants to Developer as follows:

- 12.2.1 The Owner is a municipal corporation of the State of Missouri, duly formed and validly existing, and has full status, power, right and authority to execute, deliver and perform this Agreement and the other Contract Documents to which the Owner is a party and to perform each and all of the obligations of the Owner provided for herein and therein.
- 12.2.1.1 The Project is related to the Owner's exempt functions and activities and the Owner has received an exemption letter from the Missouri Department of Revenue, attached hereto as Appendix 14, verifying that purchases for the Project by the Owner are exempt from sales and/or use taxes under Missouri's Constitution and Chapter 144 of the Revised Statutes of Missouri, and the exemption letter is still in force.
- 12.2.1.2 The Owner is authorized to and will issue a certificate of exemption to Developer and others making purchases on behalf of the Owner for tangible personal property incorporated into or consumed in the construction of the Project.
- 12.2.2 This Agreement and the other Contract Documents to which the Owner is a party have each been duly authorized by the Owner, and each constitutes a legal, valid and binding obligation of the Owner enforceable against the Owner in accordance with its terms, subject only to the general principles of equity.

- 12.2.3 Each Person executing this Agreement and the other Contract Documents to which the Owner is a party has been (or at the time of execution will be) duly authorized to execute and deliver each such document on behalf of the Owner; and this Agreement, and the other Contract Documents to which the Owner is a party have been (or will be) duly executed and delivered by the Owner.
- 12.2.4 Neither the execution and delivery by the Owner of this Agreement and the other Contract Documents to which the Owner is a party nor the consummation of the transactions contemplated hereby or thereby, is (or at the time of execution will be) in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.
- 12.2.5 There is no action, suit, proceeding, investigation or litigation pending and served on the Owner that challenges the Owner's authority to execute, deliver or perform, or the validity or enforceability against the Owner of, this Agreement or the other Contract Documents to which the Owner is a party, or that challenges the authority of the Owner official executing this Agreement or the other Contract Documents to which the Owner is a party; and the Owner has disclosed to Developer any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Owner is aware.

12.3 Survival of Representations and Warranties

The representations and warranties of Developer and the Owner contained herein shall survive the expiration or earlier termination of this Agreement.

ARTICLE 13. DEFAULT; SUSPENSION OF WORK

13.1 Default by Developer; Cure Periods

13.1.1 Developer Default

Developer shall be in default under this Agreement upon any one or more of the following events or conditions that persist beyond any applicable cure period (each a "Developer Default"):

- 13.1.1.1 Developer fails to satisfy the conditions to the NTP as set forth in <u>Section 2.2.3</u> within 30 days after the Effective Date;
- 13.1.1.2 Developer fails to commence the Work within 10 days following the Owner's issuance of the NTP;
- 13.1.1.3 Except to the extent expressly permitted in Section 13.4.2.1.2, Developer discontinues the prosecution of the Work for a continuous period of 20 days or fails to resume discontinued Work as required by the Contract Documents within 30 days after the Owner notifies Developer to do so;
- 13.1.1.4 Developer fails to comply with applicable Governmental Approvals and Laws in any material respect;
- 13.1.1.5 Developer fails in any material respect to make an undisputed payment when due, beyond any applicable cure period;

- 13.1.1.6 Developer fails to obtain, provide and maintain any insurance or bonds as and when required under this Agreement for the benefit of relevant parties, or fails to comply with any requirement of this Agreement pertaining to the amount, qualifications, terms or coverage of the same;
- 13.1.1.7 Developer makes or attempts to make or suffers a voluntary or involuntary assignment or transfer of all or any portion of this Agreement;
- 13.1.1.8 Developer fails to comply with the Owner's written suspension of Work issued in accordance with Section 13.2.5 within the time reasonably allowed in such order;
- 13.1.1.9 Developer fails to comply with <u>Section 15.3</u> regarding the Missouri Sunshine Law;
 - 13.1.1.10 Developer fails to comply with <u>Section 8.9</u>;
 - 13.1.1.11 Developer materially fails to perform the Work or any portion thereof;
- 13.1.1.12 Developer materially fails to timely observe or perform or cause to be observed or performed any other material covenant, agreement, obligation, term or condition required to be observed or performed by Developer under the Contract Documents; provided that such actions shall not be considered a Developer Default if they are the direct result of the Owner's breach of its obligation to make payments to Developer;
- 13.1.1.13 Developer commences a voluntary case seeking liquidation, reorganization or other relief with respect to itself or its debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect, seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; becomes insolvent, or generally does not pay its debts as they become due or admits in writing its inability to pay its debts; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing; provided such actions shall not be considered a Developer Default if they are the sole and direct result of the Owner's breach of its obligation to make payments to Developer;
- 13.1.1.14 An involuntary case is commenced against Developer seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to Developer or Developer's debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of Developer or any substantial part of Developer's assets; seeking the issuance of a writ of attachment, execution, or similar process; or seeking like relief, and such involuntary case shall not be contested by Developer in good faith or shall remain un-dismissed and unstayed for a period of 60 days; provided such actions shall not be considered a Developer Default if they are the sole and direct result of the Owner's breach of its obligation to make payments to Developer;
- 13.1.1.15 Any of Developer's partners, members, officers, directors, or responsible managing officers, or responsible managing employees, is convicted in a court of competent jurisdiction (and not have its relationship with the Developer severed) of any charge of fraud, bribery, or collusion, conspiracy, or violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract;
- 13.1.1.16 Developer is convicted in a court of competent jurisdiction of any charge of fraud, bribery, or collusion, conspiracy, or violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract;

- 13.1.1.17 Any representation or warranty made in <u>Section 12.1</u> is knowingly false in any material respect or materially misleading or inaccurate in any material respect when made;
- 13.1.1.18 Developer fails to achieve Substantial Completion by one hundred eighty (180) days of the Scheduled Substantial Completion Date.

13.1.2 Initial Notice and Cure Periods

The Owner shall provide written notice to Developer of the occurrence of a Developer Default, subsequent to which Developer shall have the following cure periods within which to cure such Developer Default:

- 13.1.2.1 For a Developer Default under <u>Sections 13.1.1.1</u> through <u>13.1.1.10</u>, a period of 30 days after Developer receives written notice from the Owner of Developer Default.
- 13.1.2.2 For a Developer Default under <u>Sections 13.1.1.11</u> through <u>13.1.1.15</u>, a period of 30 days after Developer receives written notice from the Owner of Developer Default. If Developer Default is of such a nature that the cure cannot, with diligence, be completed within such time period and Developer has commenced meaningful steps to cure immediately after receiving the default notice, Developer shall have such additional period of time, up to a maximum cure period of 90 days, as is reasonably necessary to diligently effect a cure.
- 13.1.2.3 For a Developer Default under <u>Sections 13.1.1.16</u> through <u>13.1.1.18</u> there is no cure period.
 - 13.2 Owner Remedies for Developer Default

13.2.1 Termination

If any Developer Default occurs and has not been cured within the applicable cure period, if any, set out in Section 13.1.2, the Owner may terminate this Agreement in accordance with Section 14.3.

13.2.2 Remedies for Failure to Meet Safety Standards or Perform Safety Compliance

If at any time Developer fails to meet any Safety Standard or timely perform Safety Compliance or the Owner and Developer cannot reach an agreement regarding the interpretation or application of a Safety Standard or the valid issuance of a Safety Compliance Order within a period of time acceptable to the Owner, acting reasonably, the Owner shall have the absolute right and entitlement to undertake or direct Developer to undertake any actions required to ensure implementation of and compliance with Safety Standards as reasonably interpreted by the Owner or with the Safety Compliance Order. To the extent that any Work performed pursuant to Section 13.2.3.1 is undertaken by the Owner and is reasonably necessary to comply with Safety Standards or perform validly issued Safety Compliance Orders, Developer shall pay to the Owner on demand the Owner's Costs in connection with such Work, and the Owner (whether it undertakes the Work or has directed Developer to undertake the Work) shall have no obligation or liability to compensate Developer for any Losses it suffers or incurs as a result thereof, except as a result of the Owner's gross negligence, recklessness, willful misconduct or bad faith.

13.2.3 Owner Step-in Rights

Upon the occurrence of a Developer Default and expiration of the cure period, without waiving or releasing Developer from any obligations, the Owner shall have the right, but not the obligation, to pay

and perform all or any portion of Developer's obligations and the Work that relates to the Developer Default, on and subject to the following terms and conditions.

- 13.2.3.1 The Owner may, to the extent necessary to cure the Developer Default:
 - (a) Perform or attempt to perform, or caused to be performed, such Work;
- (b) Spend such sums as the Owner deems necessary and reasonable to employ and pay such architects, engineers, consultants and contractors and obtain materials and equipment as may be required for the purpose of completing the Work;
- (c) Make claims on the Performance Bond, pursuant to its terms, in the same manner and under the same conditions as applicable to the Developer;
- (d) Execute all applications, certificates and other documents as may be required for completing the Work;
- (e) Make decisions respecting, assume control over and continue Work as the Owner determines appropriate, in its sole discretion;
- (f) Pursuant to the term of such agreement, modify or terminate any contractual arrangements, without liability for termination fees, costs or other charges so long as the Owner step-in is intended to be permanent following a termination hereof;
- (g) Direct and instruct Contractors, process invoices and applications for payment from Contractors, pay Contractors, and resolve claims of Contractors in accordance with the terms of the applicable Contracts, and for this purpose Developer irrevocably appoints the Owner as its attorney-in-fact with full power and authority to act for and bind Developer in its place and stead; and
- (h) Take any and all other actions that it may in its sole discretion consider necessary to complete the Work.
- 13.2.3.2 Developer shall reimburse the Owner, on demand, for the Owner's Costs in connection with the performance of any act or Work authorized by this <u>Section 13.2.3</u>.
- 13.2.3. For the purpose of carrying out the Owner's step-in rights under this <u>Section 13.2.3</u>, the Owner shall have the right to take exclusive possession of the Project and to suspend or revoke Developer's right to enter the same. Neither the Owner nor any of its Authorized Representatives, Contractors, vendors and employees shall be liable to Developer in any manner for any inconvenience or disturbance arising out of any such exclusion of Developer from the Site or the Owner's entry onto any construction lay down, staging and similar areas in order to perform under this <u>Section 13.2.3</u>, unless caused by the gross negligence, recklessness, willful misconduct or bad faith of such Person. If any Person exercises any right to pay or perform under this <u>Section 13.2.3</u>, it nevertheless shall have no liability to Developer for the sufficiency or adequacy of any such payment or performance, or for the manner or quality of design, construction, operation or maintenance, unless caused by the gross negligence, recklessness, willful misconduct or bad faith of such Person.
- 13.2.3.4 The Owner's rights under this <u>Section 13.2.3</u> are subject to the right of any Surety under the Performance Bond to assume performance and completion of all bonded Work; and the exercise of rights by the Bond Trustee under the senior Security Documents.

13.2.4 Delay Credits; Damages; Offset

- 13.2.4.1 With respect to a Developer Default pursuant to Section 13.1.1.18, the Owner shall be entitled to recover from Developer a credit of \$35,000 per day for every day Substantial Completion is delayed more than thirty (30) days after the Scheduled Substantial Completion Date (collectively, the "Delay Credits"). The Parties agree the Delay Credits are a reasonable negotiated calculation of the damages the Owner will suffer due to Developer's failure to timely achieve Substantial Completion, and that such Delay Credits are not a penalty, and the Owner shall not be entitled to any other damages or costs from Developer for a Developer Default pursuant to Section 13.1.1.18.
- 13.2.4.2 Subject to Section 13.2.4.1, the Owner shall be entitled to recover any and all damages available under Law on account of the occurrence of a Developer Default, including loss of any compensation due to the Owner under this Agreement proximately caused by the Developer Default. Developer shall be liable for any damages that accrue after the occurrence of a Developer Default, regardless of whether Developer Default is subsequently cured, which shall be due and owing after the expiration of all cure periods available to Developer.
- 13.2.4.3 In the case of a termination for Developer Default, the Owner may deduct and offset any damages owing to it under the Contract Documents from and against any amounts the Owner may owe to Developer. If the amount of damages owing to the Owner is not liquidated or known with certainty at the time a payment is due from the Owner to Developer with respect to such termination for a Developer Default, the Owner may deduct and offset the amount it reasonably estimates will be due, subject to the Owner's obligation to adjust such deduction or offset when the amount of damages owing the Owner is liquidated or becomes known with certainty.

13.2.5 Suspension of Work

- 13.2.5.1 Notwithstanding any other provision of this Agreement, at any time and without cause, and at its sole and absolute discretion, the Owner may suspend the Work or any portion of the Work by written notice to Developer, which will initially fix the date on which Work will be resumed. Developer shall resume the Work on the date so fixed in the notice unless the date is changed by a subsequent written notice from the Owner. A suspension of Work shall entitle Developer to a Change Order, unless the Owner suspends the Work because of Developer's acts or omissions that violate the HASP, thereby endangering the safety of an individual, the Work, or property at the Site. In such an event, the Owner may order Developer to stop the Work, or any portion thereof, until Developer adequately addresses the cause for such order; provided, the Owner's right to stop the Work shall not give rise to any duty of the Owner to exercise such right for the benefit of Developer, or any Contractor or Supplier.
- 13.2.5.2 Developer shall immediately comply with any suspension order. Developer assumes the full risk and liability for any Work performed by Developer after receipt by Developer of the suspension order and prior to the Owner's authorization to resume such Work, except for costs associated with securing the Site, which shall be a Project cost.

13.2.6 Cumulative, Non-Exclusive Remedies

Except as specifically provided otherwise in this Agreement, each right and remedy of the Owner hereunder shall be cumulative and shall be in addition to every other right or remedy provided herein or now or hereafter existing under Law or in equity, and the exercise or beginning of the exercise by the Owner of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by the Owner of any or all other such rights or remedies. Notwithstanding the above, the Owner

may not receive duplicate payment of damages for a single Claim, and the Owner shall not recover more than its actual damages, which actual damages shall include compensatory damages.

13.2.7 Limitation on Developer's Liability for Certain Damages

- 13.2.7.1 Notwithstanding any other provision of the Contract Documents, to the extent permitted by applicable Law, Owner waives and Developer shall not be liable for special, punitive or indirect, incidental or consequential damages, no matter the theory of liability, and the Owner releases Developer from any such liability. The foregoing limitation on Developer's liability shall not apply to or limit the Owner's right of recovery with respect to:
- (a) Losses (including defense costs) to the extent covered by (i) the proceeds of insurance required to be carried pursuant to this Agreement and received by the Owner or Developer; or (ii) covered by the proceeds of insurance actually carried by or insuring Developer under policies solely with respect to the Project and the Work, regardless of whether required to be carried pursuant to this Agreement;
- (b) Losses arising out of fraud, criminal conduct, intentional misconduct, recklessness or bad faith on the part of Developer;
- (c) Developer's indemnities set forth in this Agreement, to the extent any such remedies relate to claims, causes of action or Losses asserted by or awarded to third parties; and
- (d) Developer's obligation to pay Delay Credits in accordance with the Contract Documents.
 - 13.3 Default by the Owner; Cure Periods

13.3.1 Owner Default

The Owner shall be in breach of this Agreement upon the occurrence of any one or more of the following events or conditions (each, an "Owner Default"):

- 13.3.1.1 The Owner fails to pay or approve and submit to the Bond Trustee for payment Developer's payment request within 5 Business Days after its due date hereunder, provided that such payment request may exclude matters subject to a good faith Dispute;
- 13.3.1.2 The Owner or any other Governmental Authority confiscates, sequesters, condemns or appropriates the Project or any material part thereof, or Developer's Interest or any material part thereof, excluding a Termination for Convenience or any other exercise of a right of termination set forth in this Agreement or any suspensions or limitations on access due to TSA, FAA or other Governmental Authority's requirements in response to emergencies, terrorism or Relief Events; or
- 13.3.1.3 The Owner ceases or fails to perform any of its material obligations under this Agreement, as a direct result of which Developer is unable to perform all or substantially all of its obligations under this Agreement for a continuous period of 90 days.

13.3.2 Cure Periods

The Owner shall have the following cure periods:

- 13.3.2.1 For an Owner Default under <u>Section 13.3.1.1</u>, with respect to (a) any Progress Payment, a period of 5 days after the due date hereunder, and (b) with respect to any other payment, 30 days after Developer delivers to the Owner written notice of the Owner Default with respect thereto.
- 13.3.2.2 For an Owner Default under Sections 13.3.1.2 or 13.3.1.3, a period of 30 days after Developer delivers to the Owner written notice of the Owner Default. If the Owner Default is of such a nature that the cure cannot with diligence be completed within such time period and the Owner has commenced meaningful steps to cure immediately after receiving the default notice, the Owner shall have such additional period of time, up to a maximum cure period of 120 days, as is reasonably necessary to diligently effect a cure.

13.4 Developer Remedies for Owner Default

13.4.1 Termination

Subject to <u>Section 13.4.4</u>, Developer shall have the right to terminate this Agreement and recover termination damages as more particularly set forth in, and subject to the terms and conditions of, <u>Section 14.3</u>.

13.4.2 Damages and Other Remedies

- 13.4.3 Subject to Section 13.4.4, and provided Developer does not terminate this Agreement pursuant to Section 14.3.1, Developer shall have and may exercise the following remedies upon the occurrence of an Owner Default but only following expiration, without cure, of the applicable cure period:
 - (a) Developer may submit a Relief Event Claim;
- (b) For an Owner Default under Sections 13.3.1.1 through Section 13.3.1.2 that is not timely cured, Developer may suspend the performance of the Work until such Owner Default is cured. If an Owner Default is not cured after an additional 5 Business Days, Developer may demobilize from the Project; provided, however, in the case of an uncured Owner Default under Section 13.3.1.1 Developer may only demobilize after an additional 30 days beyond the expiration of all applicable cure periods. Notwithstanding anything contained herein to the contrary, all time lost, delays and costs incurred by any entity performing Work on the Project shall be the Owner's full responsibility, and a Change Order shall be executed providing Developer with full compensation for all such cost and time impacts before Developer shall be required to resume the Work; and
- (c) Developer may exercise any other rights and remedies available under this Agreement or available at Law or in equity.
- 13.4.3.2 Subject to Section 13.4.4 and except as specifically provided otherwise in this Agreement, each right and remedy of Developer shall be cumulative and shall be in addition to every other right or remedy provided by this Agreement or now or hereafter existing under Law, and the exercise or beginning of the exercise by Developer of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by Developer of any or all other such rights or remedies.

13.4.4 Limitations on Remedies

- 13.4.4.1 Notwithstanding any other provision of the Contract Documents, to the extent permitted by applicable Law, the Owner shall not be liable to Developer for special, punitive, indirect, incidental or consequential damages, whether arising out of breach by the Owner, tort (including negligence) or any other theory of liability, and Developer releases the Owner from any such liability. The foregoing limitation on the Owner's liability shall not apply to or limit Developer's right of recovery with respect to:
- (a) Losses (including defense costs) to the extent covered by the proceeds of insurance actually paid and received (inclusive of any deductibles and retentions for which Developer is responsible under this Agreement);
- (b) Losses arising out of fraud, criminal conduct, intentional misconduct, recklessness or bad faith on the part of the Owner; and
- (c) Any amounts the Owner may owe or be obligated to reimburse to Developer under the express provisions of the Contract Documents.
- 13.4.4.2 The measure of compensation available to Developer as set forth in this Agreement for an event of termination shall constitute the sole and exclusive monetary relief and damages available to Developer arising out of or relating to such event; and Developer irrevocably waives and releases any right to any other or additional damages or compensation. No award of compensation or damages shall be duplicative.

ARTICLE 14. TERMINATION

14.1 Termination for Convenience

- 14.1.1 Notwithstanding any other provision of this Contract, upon 30 calendar days' written notice to Developer, the Owner may, at its sole and absolute discretion, without cause and without prejudice to any other right or remedy of the Owner, elect to terminate this Agreement (a "Termination for Convenience"). A Termination for Convenience shall not relieve Developer or Surety of its obligation for any Claims arising from the Work performed prior to such termination; provided, however, that Developer shall be relieved of all obligations and liabilities under this Agreement, the Developer Pledge Agreement, by separate instrument, and the Terminal Workforce Enhancement Program Agreement, by separate instrument, on the 30th day after Developer's receipt of the written notice required under this Section 14.1.1. Developer shall, within 30 calendar days after receiving such notice of Termination for Convenience, submit to the Owner its statement of costs and expenses and shall be paid:
- 14.1.1.1 for completed Work executed in accordance with the Contract Documents prior to the Early Termination Date, including fair and reasonable sums for overhead and profit on such Work;
- 14.1.1.2 for expenses sustained prior to the Early Termination Date in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- 14.1.1.3 for all costs, losses and damages incurred in settlement of terminated contracts with Contractors, Suppliers and others;

- 14.1.1.4 for reasonable expenses directly attributable to termination, including all costs incurred to terminate Developer's and Design-Builder's contracts; and
- 14.1.1.5 for reasonable costs, reasonably incurred to effectuate the termination or to save the Owner from Losses in excess of such reasonable costs.
- 14.1.2 Developer shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
 - 14.1.3 Developer waives any costs not submitted to the Owner pursuant to this Section 14.1.
- 14.1.4 The Owner shall cause Developer to be paid within 30 calendar days after receipt of Developer's statement; provided that the Owner may delay payment of amounts it reasonably determines are not properly substantiated, but only to the extent, prior to the expiration of such 30-day period, the Owner itemizes each amount and provides a written explanation of the Owner's reasons for withholding such payment. The Owner shall pay any such disputed amounts within 14 days after the date on which Developer reasonably satisfies the Owner's objections.

14.2 Termination for Developer Default

- 14.2.1 If any Developer Default occurs and has not been cured within the applicable cure period, if any, set out in <u>Section 13.1.2</u>, the Owner may terminate this Agreement with immediate effect upon 7 days' written notice to Developer and Developer's Surety.
- 14.2.2 Upon such termination pursuant to Section 14.2.1, subject to Section 14.4, the Owner may exclude Developer from the Site and take possession of the Work and of all Developer's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Developer (without liability to Developer for trespass or conversion), incorporate into the Work all materials and equipment stored at the Site or for which the Owner has paid Developer but which are stored elsewhere, and finish the Work as the Owner may deem expedient. In such case, Developer shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the GMP exceeds all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other Dispute Resolution costs) sustained by the Owner arising out of or resulting from completing the Work, such excess may be paid to Developer. If such costs, Losses and damages exceed such unpaid balance, Developer shall pay the difference to the Owner within 14 days after the Owner's demand for payment. When exercising any rights or remedies under this Section 14.2.2, the Owner shall not be required to competitively bid this Work unless required by Law.
- 14.2.3 If this Agreement is terminated for grounds later determined not to justify a termination by the Owner for a Developer Default, such termination shall be deemed to constitute a Termination for Convenience pursuant to Section 14.1.
 - 14.3 Termination for Owner Default; Termination by Court Ruling; Termination for Failure to Finance

14.3.1 Termination for Owner Default

Developer shall have the right to terminate this Agreement, effective immediately upon 7 days' written notice of termination to the Owner, only in the event of an Owner Default under Section 13.3.1 that remains uncured following notice and expiration of the applicable cure period. In the event of such

termination, the Owner shall pay compensation to Developer in an amount equal to the amount described in Section 14.1.1. In the event of a Developer termination for Owner Default pursuant to this Section 14.3.1, Developer may, in its sole and absolute discretion, elect to terminate all its obligations and liabilities under the Developer Pledge Agreement, by separate instrument, and the Terminal Workforce Enhancement Program Agreement, by separate instrument.

14.3.2 Termination by Court Ruling

"Termination by Court Ruling" means, and becomes effective upon: (a) issuance of a final order by a court of competent jurisdiction after exhaustion of all appeals to the effect that this Agreement is void, voidable, and/or unenforceable or impossible to perform in its entirety for reasons beyond the reasonable control of Developer; or (b) issuance of a final order by a court of competent jurisdiction after exhaustion of all appeals upholding the binding effect on Developer and/or the Owner of a Change in Law that causes impossibility of performance of a fundamental obligation by Developer or the Owner under the Contract Documents or impossibility of exercising a fundamental right of Developer or the Owner under the Contract Documents. The final court order shall be treated as the notice of termination. In the event of such termination, Developer shall be entitled to compensation in an amount equal to the amount described in Section 14.1.1.

14.3.3 Termination for Failure to Finance

If the City fails to issue the Bonds or to identify an alternative funding or financing source by April 30, 2020 to enable it to demonstrate to Developer's reasonable satisfaction that the Owner has the Readily Available Funds to fulfill the Owner's obligations under this Agreement, Developer shall have the right to terminate this Agreement (a "Termination for Failure to Finance"), effective immediately upon 7 days' written notice of termination to the Owner.

14.4 Termination Procedures and Duties

Upon the termination of this Agreement for any reason prior to the expiration of the Term, the provisions of this <u>Section 14.4</u> shall apply. Except as expressly provided otherwise, Developer shall timely comply with such provisions independently of, and without regard to, the timing for determining, adjusting, settling and paying any amounts due Developer or the Owner on account of termination.

14.4.1 Transition Plan

Within 3 days after receipt of a notice of termination, Developer shall meet and confer with the Owner for the purpose of developing a transition plan for the orderly transition of Work, demobilization and transfer of control of the Project and the Site to the Owner. The Parties shall use diligent efforts to complete preparation of the transition plan within 30 days after the date of the notice of termination. The transition plan shall include an estimate of costs and expenses to be incurred by each Party in connection with implementation of the transition plan and a timeline for delivery of those documents set forth in Section 10.9.1 that the Owner and Developer agree that Developer shall provide.

14.4.2 Continuance of Termination of Key Contracts Prior to Work Completion

14.4.2.1 If, as of the Early Termination Date, Developer has not completed the Work, the Owner may, but only after the Final GMP is agreed to by the Owner and Developer, and thereafter approved by the Project Management Committee, elect, by written notice to Developer, to continue in effect the relevant Key Contracts by novation to the Owner or to require their termination. If the Owner elects to continue such Key Contracts, then Developer shall execute and deliver (or, if Developer is not a

party to such Key Contract, shall cause the relevant Key Contractor(s) to execute and deliver) to the Owner a written assignment, in form and substance acceptable to the Owner, of all Developer's or such Key Contractor's, as applicable, right, title and interest in and to such Key Contracts, and the Owner shall execute a written novation to assume Developer's or such Key Contractor's, as applicable, obligations thereunder that arise from and after the Early Termination Date.

- 14.4.2.2 If the Owner elects to require termination of the Key Contracts, then Developer shall (or, if Developer is not a party to such Key Contracts, shall cause the relevant Key Contractor(s) to):
 - (a) Take such steps as are necessary to terminate the relevant Key Contracts;
- (b) Immediately demobilize and secure in a safe manner construction, staging, lay down and storage areas for the Project to the reasonable satisfaction of the Owner, and remove all debris and waste materials except as otherwise approved by the Owner in writing;
- (c) Settle all outstanding liabilities and all claims arising out of the Key Contracts; and
- (d) As a condition to Developer's receiving all payments required to be paid by the Owner under this Article 14 and pursuant to the requirements of the transition plan, (i) cause each of the Key Contractors to execute and deliver to the Owner a written assignment, in form and substance acceptable to the Owner, of all of their right, title and interest in and to all warranties, to the extent assignable, claims and causes of action held by each of them against subcontractors and other third parties in connection with the Project or the Work, to the extent the Project or the Work is adversely affected by any subcontractor or other third-party breach of warranty, contract or other legal obligation; and (ii) cause to be delivered to the Owner all IP Materials.
- 14.4.2.3 Developer shall otherwise assist the Owner in such manner as the Owner may require to ensure the orderly transition of the Project, and shall, if appropriate and if requested by the Owner, take all steps as may be necessary to enforce the provisions of the Key Contracts pertaining to the surrender of the Project.
 - 14.5 Liability After Termination; Final Release
- 14.5.1 No termination of this Agreement shall excuse either Party from any liability arising out of any default as provided in this Agreement that occurred prior to termination, provided that no Delay Credits shall begin to accrue following the Early Termination Date.
- 14.5.2 If this Agreement is terminated for any reason, then the Owner's payment to Developer of the amounts required under this Agreement (if any), except for the Owner's liability for tax determinations pursuant to Section 4.1, shall constitute full and final satisfaction of, and upon payment the Owner shall be forever released and discharged from, any and all claims, causes of action, suits, demands and Losses, known or unknown, suspected or unsuspected, that Developer may have against the Owner arising out of or relating to this Agreement or termination thereof, or the Project. Upon such payment, Developer shall execute and deliver to the Owner all such releases and discharges as the Owner may reasonably require to confirm the foregoing, but no such written release and discharge shall be necessary to give effect to the foregoing satisfaction and release.

ARTICLE 15.
RECORDS; AUDIT; OPEN RECORDS

15.1 Maintenance and Inspection of Records

15.1.1 Developer shall keep and maintain in Kansas City, Missouri, or such other location approved by the Owner in writing, all books, records and documents relating to the Project and the Work (collectively, "Project Records") regardless of physical or digital medium, now known or hereinafter devised. Developer shall notify the Owner where the Project Records are kept or maintained, including any cloud storage, server storage or hosting locations, or portable digital storage. Developer may delete, destroy or erase Project Records in any digital medium only when (a) such Project Records are reproduced completely in a physical medium and kept and maintained in accordance with this Section 15.1, or (b) 10 years from the date of Final Completion shall have passed.

15.2 Audits

- 15.2.1 The Owner shall have the right to audit, upon reasonable notice and at its own expense, all expenditures and financial records related to the Project. Developer shall reasonably cooperate with the assigned auditors (internal or external) in this regard. Audits under this Section 15.2 shall not occur more frequently than once every 6 months; provided, however, that if a Material Error (as defined below) has been detected, Developer's records shall be subject to audit at more frequent intervals, as deemed appropriate by the Owner. The Owner shall provide a complete copy of the final audit report to Developer promptly following receipt of such report. If an audit uncovers errors or incorrect calculations that account for 3% or more of the Project Budget (a "Material Error"), then Developer shall pay the cost of such audit. Notwithstanding the foregoing, the FAA shall have the right to conduct an audit of all expenditures and financial records related to the Project at any time, without limitation.
- 15.2.2 Developer represents and warrants the completeness and accuracy of all information it or its agents provides in connection with the Owner audits, and shall cause all Contractors to warrant the completeness and accuracy of all information such Contractors provide in connection with the Owner audits.

15.3 Missouri Sunshine Law

Developer acknowledges and agrees that, except as provided by the Missouri Sunshine Law, all Submittals, records, documents, drawings, plans, specifications and other materials in the Owner's possession, including the Contract Documents and other materials submitted by Developer to the Owner, are subject to the provisions of the Missouri Sunshine Law. If Developer believes information or materials submitted to the Owner constitute trade secrets, proprietary information or other information excepted from disclosure, Developer shall be solely responsible for specifically and conspicuously designating such information by placing "CONFIDENTIAL-PRIVILEGED" in the center header of each such page affected, as it determines to be appropriate, and placing the materials in a folder or binder clearly labeled with the citation to the specific provision of the Missouri Sunshine Law that exempts the material from disclosure. Any specific proprietary information, trade secrets or confidential commercial and financial information shall be clearly identified as such, and shall be accompanied by a concise statement of reasons supporting the claim including the specific provision of the Missouri Sunshine Law that authorizes the confidentiality and exempts the material from disclosure. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the Owner by the Missouri Sunshine Law or other applicable Law, and the provisions of the Missouri Sunshine Law or other Laws shall control in the event of a conflict between the procedures described above and the applicable Law. Developer is advised to contact legal counsel concerning such Laws and their application to Developer. Failure to grant such public access will be grounds for termination of this Agreement by the Owner for a Developer Default under Section 13.1.1.9.

- 15.3.2 If the Owner receives a request for public disclosure of materials marked "CONFIDENTIAL-PRIVILEGED", the Owner will notify Developer of the request and give Developer an opportunity to assert, in writing and at its sole expense, a claimed exception under the Missouri Sunshine Law or other applicable Law within the time period specified in the notice issued by the Owner and allowed under the Missouri Sunshine Law. Under no circumstances, however, shall the Owner be responsible or liable to Developer or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by Law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Owner or its officers, employees, contractors or consultants. Developer agrees to defend, indemnify, hold harmless, and fully cooperate with the Owner in the event of a request for disclosure or legal process arising under such act for the disclosure of any documents or information, which Developer asserts is confidential and exempt from disclosure.
- Sunshine Law in relation to confidential information, the Owner agrees to promptly notify Developer of such action, and the Owner's sole involvement in such proceedings or litigation will be as the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and Developer shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk. The Owner reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. Developer shall defend, indemnify, and hold harmless the Owner, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Developer's objection to disclosure, including prompt reimbursement to the Owner of all reasonable attorney fees, costs, and damages that the Owner may incur directly or may be ordered to pay by a court.

ARTICLE 16. DISPUTE RESOLUTION PROCEDURES

16.1 General

- 16.1.1 The Dispute Resolution Procedures set forth in <u>Appendix 4</u> shall govern resolution of any Disputes referred to Dispute Resolution by either Party.
- 16.1.2 Disputes regarding any decision, determination, judgment or other action of the Owner that is expressly provided in the Contract Documents as being subject to the Owner's sole discretion, which decision, determination, judgment or other action shall be final, binding and not subject to Dispute Resolution Procedures (excluding a Dispute regarding whether the Owner has exercised its discretion in good faith), shall not constitute a basis for any claim for additional monetary compensation, time extension or any other relief.
- 16.1.3 If a Dispute has been subjected to the Dispute Resolution Procedures, the Owner's Authorized Representative's initial determination shall be binding upon the Parties pending any final determination of the Dispute in accordance with <u>Appendix 4</u>, except as expressly otherwise provided in the Contract Documents.
- 16.1.4 The Parties agree to use reasonable efforts to resolve any Disputes as quickly as possible.
- 16.1.5 No proceedings to resolve any Dispute shall include a non-party to the Agreement, other than, at either Party's election, the Design-Builder, Architect, or any Contractor whose obligations, performance or rights under its Contract are integral to the subject Dispute.

16.2 Continuance of Work During Dispute

During the course of any Dispute Resolution, without prejudice to its rights thereunder, Developer shall continue performing the Work, including any Work that is the subject of the Dispute, as directed by the Owner in accordance with the Contract Documents, except to the extent enjoined by order of a court or otherwise approved by the Owner in its reasonable discretion.

16.3 Costs of Dispute Resolution

Each Party shall bear its own costs and expenses, including attorneys' fees, in connection with any Dispute Resolution, except as expressly provided pursuant to the terms of any Dispute Resolution decision to which the Parties agree to be bound.

ARTICLE 17. MISCELLANEOUS

17.1 Amendments

The Contract Documents may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns, provided that unless otherwise required by law, the following shall only require execution by the Parties' Authorized Representatives: (a) Change Orders and Change Directives; (b) any amendments or supplements to, or replacement of, appendices of this Agreement; and (c) any other amendments that do not materially alter the rights and obligations of the Parties or the risk allocation under the Agreement, as reasonably determined by the Owner's Representative.

17.2 Ancillary Agreements

The City Council hereby delegates authority to the Director of Aviation to execute and deliver, on behalf of the Owner, such other ancillary agreement, instrument, certificate or other document required to consummate the transactions contemplated in this Agreement, and any amendments thereto.

17.3 Waiver

Either Party's waiver of any breach or enforcement of any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the Parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future Disputes.

17.4 Assignment

Developer shall not assign, transfer or otherwise dispose of any interest in this Agreement or a Contract, except as security for any loan made to Developer, as expressly approved by the Owner, in its sole discretion. Any such approved assignee shall assume all the obligations of Developer under this Agreement. Except as otherwise set forth herein, any Change of Control of Developer shall be subject to the Owner's prior written approval. The Owner may assign all or any portion of its rights, title and interests in and to, and obligations and liabilities under (if applicable), the Contract Documents (excluding

the Payment Bond and Performance Bond), and other security for payment or performance with Developer's consent that shall not be unreasonably withheld, delayed or conditioned.

17.5 Successors and Assigns

The Contract Documents shall be binding upon and inure to the benefit of the Owner and Developer and their permitted successors, assigns and legal representatives.

17.6 Agents and Representatives

The Owner and Developer shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to the Contract Documents (each, an "Authorized Representative"). Appendix 8 to this Agreement provides the initial Authorized Representative designations. Such designations may be changed by a subsequent writing delivered to the other Party in accordance with Section 17.10. Without limiting the foregoing, any approval of the Owner under the Contract Documents shall not be effective unless the approval is given in writing and is signed by the Owner's Authorized Representative.

17.7 Survival

Developer's representations and warranties, the Dispute Resolution Procedures contained in Appendix 4, the indemnifications and releases contained in Article 3, the limitations on remedies contained in Sections 13.2.7 and 13.4.3, and any other obligation to pay amounts hereunder, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement and/or completion of the Work under this Agreement, shall survive the expiration or earlier termination of this Agreement and/or the completion of the Work under this Agreement. The Owner's obligation to pay compensation to Developer upon the early termination of this Agreement as provided in Article 14 and any other payment obligations of the Owner arising prior to expiration or early termination of this Agreement shall survive the expiration or earlier termination of this Agreement.

17.8 Limitation on Third-Party Beneficiaries

No provisions of the Contract Documents are intended to or do create any third-party beneficiary hereunder or authorize anyone not a Party to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof.

17.9 Governing Law

The Contract Documents shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for any litigation arising from a Dispute shall be in the Sixteenth Circuit Court of Jackson County, Missouri.

17.10 Notices and Communications

17.10.1 Notices under the Contract Documents shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

(i) All notices, correspondence and other communications to Developer shall be delivered to the following address or as otherwise directed by Developer's Representative:

Geoffrey Stricker Managing Director, Edgemoor Infrastructure & Real Estate 7500 Old Georgetown Road Bethesda, MD 20814

Frank J. Baltz, Esq.
Senior Vice President & Chief Legal Officer
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

In addition, copies of all NTPs, notices regarding Disputes, and suspension, termination and default notices shall be delivered to the following persons:

Jeffrey Gans Pillsbury Winthrop Shaw Pittman, LLP 1200 17th Street, NW Washington, D.C. 20036

(ii) All notices, correspondence and other communications to the Owner shall be marked as regarding the Project and shall be delivered to the following address:

Director of Aviation Department 601 Brasilia Avenue Kansas City, MO 64153

City Attorney's Office City Hall, 28th Floor 414 E 12th Street Kansas City, MO 64106

17.10.2 Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the delivery receipt of. Any technical or other communications pertaining to the Work shall be conducted by Developer's Authorized Representative and the Owner's Authorized Representative.

17.11 Integration of Contract Documents

Subject to <u>Section 17.12</u>, the Owner and Developer agree and expressly intend that this Agreement and other Contract Documents constitute a single, non-severable, integrated agreement whose terms are interdependent and non-divisible.

17.12 Severability

If any clause, provision, section or part of the Contract Documents is ruled invalid by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such

clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of the Contract Documents, which shall be construed and enforced as if the Contract Documents did not contain such invalid or unenforceable clause, provision, section or part, provided that Developer shall not be required to perform the Work if Owner's obligation to provide payment to Developer pursuant to this Agreement shall be ruled invalid or unenforceable.

17.13 Entire Agreement

The Contract Documents contain the entire understanding of the Parties with respect to the subject matter thereof and supersede all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to their subject matter.

17.14 Further Assurances

Each Party shall do, execute and deliver, or shall cause to be done, executed and delivered, all such further acts, documents and things as the other Party may reasonably request for the purpose of giving effect to the Contract Documents.

17.15 Counterparts

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission by email of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart. The Parties, in the manner specified by Owner, may sign this Agreement electronically.

17.16 Time for Delivery

If a deliverable is due under the Contract Documents or the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day. All references to days are references to calendar days, unless otherwise indicated. Any reference in the Contract Documents to a specific time shall refer to Central Time.

17.17 Headings

The table of contents, captions of the articles, sections and subsections of this Agreement are for convenient reference only and shall not be deemed part of this Agreement or considered in construing this Agreement.

17.18 Construction and Interpretation of Contract Documents

17.18.1 The language in the Contract Documents shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties acknowledge and agree that the Contract Documents have been prepared jointly by the Parties and have been the subject of arm's length and careful negotiation over a considerable period of time, that each Party has been given the opportunity to independently review the Contract Documents with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to

the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or Dispute regarding the interpretation of the Contract Documents, the Contract Documents shall not be interpreted or construed against the Party preparing it, and instead other rules of interpretation and construction (as set forth herein) shall be utilized.

- 17.18.2 Any references to any covenant, condition, obligation and/or undertaking "hereby," "hereof," "herein," "hereunder" or "pursuant hereto" (or similar language) shall mean, refer to and include the covenants, conditions, obligations and undertakings existing pursuant to this Agreement and any appendices, riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this Agreement. All terms defined in this Agreement shall be deemed to have the same meanings in all appendices, riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this Agreement unless the context thereof clearly requires the contrary. Unless expressly provided otherwise, all references to articles, sections and appendices refer to the articles, sections and appendices of this Agreement. Unless otherwise stated or defined in this Agreement or the other Contract Documents, words which have well-known technical or construction industry meanings are used in this Agreement or the other Contract Documents in accordance with such recognized meaning. Wherever the word "including," "includes" or "include" is used in the Contract Documents, it shall be deemed to be followed by the words "without limitation."
- 17.18.3 As used in any Contract Document and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.
- 17.18.4 Any reference to any Contract Document, or any appendix, section or table therein, means such Contract Document, appendix, section or table as amended, supplemented, or replaced from time to time in accordance with the Contract Documents.
- 17.18.5 Each reference to a statute or statutory provision excludes any statute or statutory provision which, after the effective date, amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.
- 17.18.6 When a Party has "discretion," it means that Party has the sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless specifically required under the provisions of this Agreement.
- 17.18.7 The expression "all reasonable efforts" and expressions of like import, when used in connection with an obligation of either Party, means taking in good faith and with due diligence all commercially reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances, taking into account each Party's obligations hereunder to mitigate delays and additional costs to the other Party, and in any event taking no fewer steps and efforts than those that would be taken by a commercially reasonable and prudent Person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that Person's own benefit.
- 17.18.8 Owner and Developer agree that Developer will be designated as the Party primarily responsible for designing the Project, within the meaning of Internal Revenue Code Section 179D (or its analogue or successor), and to the extent it relates to the Project, the Owner shall consider issuing a "179D Letter Agreement" allocating the deduction pursuant to Section 179D, if any, to Developer, provided (a) Developer and the Owner shall equally split all costs incurred by the Parties in connection

with any actions taken by either of them in accordance with this <u>Section 17.18.8</u>, and (b) Developer agrees to credit the Owner 10% of the value of any such deduction to Developer.

17.18.9 For the avoidance of all doubt, Developer may fulfill its obligations under this Agreement through the Key Contracts and such other subcontracts as are approved by the Owner, subject in all respects to Section 17.4, and Developer's obligations hereunder shall not be excused in any respect as a result of Developer's fulfilling its obligations indirectly through the causation of actions to be taken pursuant to such Key Contracts and subcontracts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Biswell, Linda

From:

Green, John

Sent:

Wednesday, March 27, 2019 3:50 PM

To:

Biswell, Linda; Beaufort, Galen

Cc:

O'Neill, Fred; Clevenger, Eric; Danielsen, Theresa

Subject:

RE: Edgemoor Infrastructure- Project No. 62180497 - Contract No. 62180497-1-

Ordinance No. 180862

Follow Up Flag:

Follow up

Flag Status:

Flagged

Linda,

Yes, the correct amount is \$72,020,000.00

John Green

From: Biswell, Linda < Linda.Biswell@kcmo.org > Sent: Wednesday, March 27, 2019 3:42 PM

To: Green, John < John.Green@kcmo.org >; Beaufort, Galen < galen.beaufort@kcmo.org >

Cc: O'Neill, Fred < Fred.ONeill@kcmo.org>; Clevenger, Eric < Fric.Clevenger@kcmo.org>; Danielsen, Theresa

<Theresa.Danielsen@kcmo.org>

Subject: Edgemoor Infrastructure- Project No. 62180497 - Contract No. 62180497-1- Ordinance No. 180862

Helio-

Per Ordinance No. 180862- Section 6. We have appropriated \$48,820,000.00 to project 62180497; In Section 7. There is an addition amount of \$23,200,000.00 these funds were previously appropriated in Ordinance No. 180058 - Section No. 5. The total amount appropriated to project 62180497 is \$72,020,000.00.

The KCI Airport Terminal Modernization Project Development Agreement between City of Kansas City and Edgemoor Infrastructure & Real Estate II LLC

Has two (2) different amounts for Maximum Compensation

Page 36 Section 10.1 has \$70,002,000.00

Page 64 in Certificate of Availability of Funds the amount is \$72,002,000.00

We believe the correct amount per the two (2) Ordinances referenced above and the amount appropriated to AL-8560-627270-B-611060-62180497 is \$72,020,000.00.

Please verify this amount is correct by responding to this email.

We are still waiting on the documents listed below.

- 1. Certificate of Insurance
- 2. Notarized- Employee Eligibility Verification Affidavit. I attached a form to this email.
- 3. E-Verify online registration https://www.e-verify.gov/employers/enrolling-in-e-verify/the-enrollment-process

We cannot complete the processing until we have received all the requested information.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DEVELOPER:

EDGEMOOR INFRASTRUCTURE & REAL ESTATE II LLC

Name: C. Neal Fleming, Jr.

Title: Manager

Name: Geoffrey Stricker

Title: Manager

CITY:

CITY OF KANSAS CITY, MISSOURI

Name: Troy M. Schulte Title: City Manager

CERTIFICATE OF AVAILABILITY OF FUNDS

I hereby certify that there is a balance in the amount of \$72,002,000, which is equal to the initial maximum compensation cap stated in the above-described Development Agreement, in the current fiscal year budget, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance otherwise unencumbered, in the amount of \$72,002,000, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the current fiscal year obligation hereby incurred.

70,002,000

Name: Randall L. Landes
Title: Director of Finance

DocID: 4819-5869-7338.11

APPROVED AS TO FORM:

Name: Galen P. Beaufort

Title: Senior Associate City Attorney

SCHEDULE 1

ABBREVIATIONS AND DEFINITIONS

1. ABBREVIATIONS

The following abbreviations, when used in the Contract Documents, represent the full text shown:

AAA	American Arbitration Association				
ADA	Americans with Disabilities Act				
CCIP	Contractor Controlled Insurance Program				
CBP	U.S. Customs and Border Protection				
FAA	Federal Aviation Administration				
FEMA	Federal Emergency Management Agency				
FF&E	Furniture, Fixtures and Equipment				
GMP	Guaranteed Maximum Price				
HASP	Health and Safety Plan				
HRD	Human Relations Department of the City of Kansas City, Missouri				
IFCD	Issued For Construction Documents				
KCAD	Kansas City Aviation Department				
OFAC	Office of Foreign Assets Control, US Department of the Treasury				
ORAT	Operational Readiness and Transition				
RFP	Request for Proposals				
SBE	Small Business Enterprise				
TSA	Transportation Security Administration				

2. **DEFINITIONS**

The following capitalized terms, when used in the Contract Documents, have the meanings set forth below:

"Administrative Record" means all filings, motions, briefs, and orders related to a Dispute that is referred to the Dispute Resolution Panel, together with any exhibits attached to such documents or that may be admitted during a hearing of the Dispute Resolution Panel, and the recordings of any hearings held during the Dispute Resolution Procedures.

"Agent" means a Person affirmatively authorized by either Developer or the Owner to act on behalf of such principal with regard to certain enumerated duties or with plenary authority.

"Airline" means a signatory airline to the Airline Use and Lease Agreement.

"Airline Representative" means the individual selected by the Airlines to represent the Airlines' interests and perform the Airlines' obligations on the Steering Oversight Committee.

"Airline Use and Lease Agreement" means the Agreement entered into between Owner and Airlines setting forth the respective rights and obligations of the Owner and the Airlines with respect to use of the Airport.

"Airport", "KCI" or "MCI" means the Kansas City International Airport, including the passenger transportation facilities, all user movement areas, areas leased exclusively or preferentially to

any third party or parties, common areas and baggage claim areas there in, and interconnecting hallways, concourses, and bridges, and any future improvements.

"Airport Activities" means all Airport commercial activities, the core Airport operations of processing and transporting passengers and baggage, and any other traditional airport functions provided or served by the Owner.

"Allowable Uses" has the meaning given in Section 4.10.1.

"Annual Wage Order" means the prevailing wage rates, fringe benefits and classifications established pursuant to the Prevailing Wage Law as such rates and classifications may be amended from time to time. A copy of the Annual Wage Order as of the Effective Date is attached as Appendix 2-B.

"Application for Final Payment" means the final Progress Payment Application submitted by Developer upon have achieved Final Completion.

"Architect" means Skidmore, Owings & Merrill LLP.

"Architect of Record" or "AOR" means the architect or architectural firm licensed in the State whose name appears on a building permit issued for the Project.

"Authorized Representative" has the meaning given in Appendix 8.

"B2GNow" has the meaning given in Section 8.5.4.

"Bonds" means the fixed income security(ies) to be issued by the Kansas City Industrial Development Authority to finance the Project.

"Bond Trustee" means the financial institution listed or otherwise designated to act as trustee or agent with respect to the Bonds.

"Business Day" means any weekday except any weekday, except the following: (1) New Year's Day, January 1, (2) Martin Luther King's Birthday observance, the third Monday in January, (3) George Washington's Birthday observance, the third Monday in February, (4) Memorial Day, the last Monday in May, (5) Independence Day, July 4, (6) Labor Day, the first Monday in September, (7) Armistice Day, November 11, (8) Thanksgiving Day, the fourth Thursday in November, (9) Day after Thanksgiving Day, and (10) Christmas Day, December 25. When one of the above holidays occurs on a Saturday, the preceding Friday shall not be considered to be a Business Day. If one of the above holidays occurs on a Sunday, the following Monday shall not be considered a Business Day. A Business Day shall be deemed to conclude at 11:59 p.m., Central Time.

"Certificate of Occupancy" means a certificate issued pursuant to the KCBC, certifying that a building or structure has met all applicable building code standards and requirements under the KCBC.

"Certificate of Final Completion" has the meaning given in Section 7.5.1.1.

"Certificate of Substantial Completion" has the meaning given in Section 7.4.1.1.

"Change Directive" has the meaning given in Section 6.1.3.

"Change in Law" means (a) the adoption of any federal, State or local Law at any point after the Effective Date, or (b) any change in any federal, State or local Law or in the interpretation or application

thereof by any federal, State or local Governmental Authority, as applicable, after the Effective Date, in each case that is materially inconsistent with Laws in effect on the Effective Date.

"Change of Control" means any Equity Transfer, transfer of an interest, direct or indirect, in an Equity Member, or other assignment, sale, financing, grant of security interest, hypothecation, conveyance, transfer of interest or transaction of any type or description that in each case, results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of Developer or a material aspect of its business. Notwithstanding the foregoing, the following shall not constitute a Change of Control:

- (a) An upstream reorganization or transfer of indirect interests in Developer so long as there occurs no change in the entity with ultimate power to direct or control or cause the direction or control of the management of Developer; or
- (b) An Equity Transfer, where the transferring Equity Member and the transferee are under the same ultimate parent organization ownership, management and control before and after the transfer.

"Change Order" means a change in the Project scope, schedule or budget as approved by Developer and the Owner, pursuant to Section 6.1.

"Change Request" has the meaning given in Section 6.1.2.1.

"City" means the City of Kansas City, Missouri.

"City Council" means the City Council of Kansas City, Missouri.

"Claim" means a written demand submitted by Developer pursuant to the Contract Documents, which is or potentially could be disputed by the Owner, for a time extension, payment of money or damages or other relief from the Owner to Developer, and includes any Relief Event Claim. Claim also means a written demand submitted by the Owner pursuant to the Contract Documents, which is or potentially could be disputed by Developer, for payment of money or damages from Developer to the Owner.

"Compensation Cap" has the meaning given in Section 10.1.

"Consent Agreement" has the meaning given in Section 2.2.3.5.

"Construction Documents" means the drawings, plans and specifications required for construction of the Project and "Construction Document" means any of them.

"Construction Services" means any compensated work or service performed by a person or entity that provides any service (ex, labor, equipment, materials, or the like, directly or indirectly, to the Design-Builder or any subcontractor (of all tiers) to the Design-Builder, including but not limited to any laborer, material supplier, tradesmen, journeyman, craftsman, equipment supplier, surveyor, or landscaper, more particularly described in Appendix 2-A-1.

"Contract" means any agreement, and any supplement or amendment thereto, by Developer with any other Person, Contractor or Supplier to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement, supplement or amendment at a lower tier, between a Contractor and its lower tier Contractor or a Supplier and its lower tier Supplier, at all tiers.

"Contract Documents" means the Agreement, the Project specifications, including all Appendices and exhibits to the Agreement and all technical requirements, and Construction Documents, including all amendments to the foregoing.

"Contractor" means any Person with whom Developer has entered into any Contract to perform any part of the Work or provide any materials, equipment or supplies for the Project, on behalf of Developer, and any other Person with whom any Contractor has further subcontracted any part of the Work, at all tiers.

"Contractor-Controlled Insurance Program" or "CCIP" means the insurance coverage identified in Article 11 and Appendix 6 to be procured and maintained by Developer.

"Critical Path" means the series of logically linked construction activities that connect the Project's start (or the date of the current schedule update, if later) to the Project's Substantial Completion with zero positive float, such that any delay to an activity on the Critical Path would delay Project Substantial Completion by the same number of days, unless otherwise mitigated.

"Davis-Bacon Act" has the meaning given in Section 8.9.2.1.

"Delivery" has the meaning given in Section 2.3.

"<u>Design-Builder</u>" means the Clark/Weitz/Clarkson, A Joint Venture. A joint venture of Clark Construction Group, LLC; The Weitz Company, LLC; and Clarkson Construction Company, LLC.

"<u>Design Documents</u>" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals necessary for, or related to, the design of the Project. Design Documents include the approved Construction Documents.

"Design Package" has the meaning given in Section 4.5.6.1.

"<u>Developer</u>" means Edgemoor Infrastructure & Real Estate II LLC, a limited liability company organized under the laws of Maryland, and its permitted successors and assigns.

"<u>Developer Assumed Hazardous Materials Obligations</u>" has the meaning set forth in <u>Section</u> 5.5.

"<u>Developer Change Proposal</u>" means a written proposal submitted by Developer pursuant to Section 6.2.

"Developer Contingency" has the meaning given in Appendix 1-B.

"Developer Default" has the meaning given in Section 13.1.1.

"<u>Developer's Interest</u>" means all right, title, interest and property, of Developer in, to, under or derived from the Contract Documents, , including Developer's right, title and/or interest in and to the Contracts, Submittals, Claims and Intellectual Property.

"<u>Developer's Representative</u>" means the individual in charge of the Project on behalf of Developer, acting directly or through Developer's Authorized Representative(s), such representatives acting within the scope of the duties and authority assigned to them.

"Deviation" has the meaning given in Section 6.3.

"<u>Differing Site Conditions</u>" means subsurface or latent physical conditions within the boundaries of the Site that differ, or are not reasonably inferable, from those described in the Geotechnical Baseline Conditions.

"Direct Costs" has the meaning given in Appendix 1-A.

"<u>Director of Aviation</u>" means the person appointed by the city manager of Kansas City, Missouri responsible for leading KCAD.

"<u>Dispute</u>" means any dispute, disagreement or controversy between the Owner and Developer concerning their respective rights and obligations under the Contract Documents, including concerning any Claim, alleged breach or failure to perform and remedies.

"Dispute Resolution Panel" means a panel constituted in accordance with Appendix 4.

"Dispute Resolution" means the process for resolving Disputes set forth in Appendix 4.

"<u>Dispute Resolution Procedures</u>" means the procedures for resolving Disputes set forth in <u>Appendix 4</u>.

"Early Termination Date" means the effective date of termination of this Agreement for any reason prior to the expiration of the Term.

"Effective Date" means the date this Agreement is fully executed.

"Engineer(s) of Record" or "EOR" means one or more professional engineers or engineering firms registered in the State of Missouri that develops the criteria and concept for the Project, performs the analysis, and is responsible for preparing the Design Documents related to MEP and structural design.

"Environmental Law" means (a) any Law applicable to the Project or the Work regulating or imposing liability or standards of conduct that pertains to the environment, Hazardous Materials, contamination of any type whatsoever, or health and safety matters, and (b) any requirements and standards that pertain to the protection of the environment, or to the management of Hazardous Materials, contamination of any type whatsoever, or health and safety matters with respect to Hazardous Materials, set forth in any agreements, permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated, pursuant to Laws applicable to the Project or the Work, as each of the foregoing have been or are amended, supplemented or replaced from time to time (including any present and future amendments thereto and reauthorizations thereof), including those relating to:

- (c) The manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation and transportation of Hazardous Materials;
- (d) Air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;
 - (e) Releases of Hazardous Materials;

- (f) Protection of wildlife, endangered, threatened, and sensitive species, wetlands, water courses and water bodies, cultural, historical, archeological, and paleontological resources and natural resources:
 - (g) The operation and closure of underground or aboveground storage tanks;
- (h) Health and safety of employees and other persons with respect to Hazardous Materials; and
 - (i) Notification, documentation and record keeping requirements relating to the foregoing.

Without limiting the above, the term "Environmental Laws" shall also include the following (all as amended):

- (i) The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.);
- (ii) The Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.) and associated Superfund Amendments and Reauthorization Act (42 U.S.C. §§ 9601 et seq.);
 - (iii) iii. The Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.);
- (iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.);
 - (v) The Clean Air Act (42 U.S.C. §§ 7401 et seq.);
- (vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. §§ 1251 et seq.);
 - (vii) The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, et seq.);
- (viii) The Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. §§ 6924 et seq.);
 - (ix) The Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.);
 - (x) The Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.);
 - (xi) Section 404 of the Clean Water Act (33 U.S.C. § 1344);
 - (xii) The Oil Pollution Act (33 U.S.C. §§ 2701, et. seq.);
- (xiii) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.);
 - (xiv) The Federal Safe Drinking Water Act (42 U.S.C. §§ 300 et seq.);
- (xv) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.);

- (xvi) The Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.);
- (xvii) The Endangered Species Act (16 U.S.C. §§ 1531 et seq.); and
- (xviii) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661 et seq.).

"Environmental Management Plan" means the plan prepared by the Design-Builder and approved by Developer.

"Equity Member" means any Person with a direct equity interest in Developer.

"Equity Transfer" means any assignment, mortgage, encumbrance, conveyance, sale, or other transfer of equity interest in Developer.

"Escalation Contingency" has the meaning given in Appendix 1-B.

"FAA" means the Federal Aviation Administration and any successor agency thereto.

"<u>Final Completion</u>" means the occurrence of all the events and satisfaction of all the conditions set forth in <u>Section 7.5</u>, as and when confirmed by the Owner's issuance of a certificate in accordance with <u>Section 7.5</u>.

"Final Completion Date" means the date upon which Developer achieves Final Completion,

"<u>Final Completion Deadline</u>" means the date by which Developer must achieve Final Completion, which is 90 days after the Substantial Completion Date.

"Final Completion Review Period" has the meaning given in Section 7.5.1.1.

"Final GMP" has the meaning given in Section 10.2.5.

"Final Project Program" has the meaning given in Section 4.5.5.

"First Source Program" has the meaning given in Section 8.5.3.1.

"Force Majeure Event" means the occurrence of any of the following events that materially and adversely affects performance of Developer's obligations, provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts, by Developer and/or its Agents: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Work, in each case occurring within the State of Missouri; (b) any act of riot, insurrection, civil commotion or sabotage at the Airport that causes direct physical damage to the Work; (c) nuclear explosion, radioactive or chemical contamination of the Site, unless the source of the explosion, contamination or radiation is caused by Developer and/or its Agents; (d) fire, explosion, floods caused by natural events, tornadoes, sinkholes caused by natural events or landslides caused by natural events; (e) earthquake; (f) an act of terrorism; (g) natural events, including hurricanes and tsunamis, that limit availability of materials or labor for the Project; (h) inability to obtain Owner specified materials or reasonably acceptable substitutes therefor; (i) the failure of any utility company to provide and maintain required utilities to the Project, if not provided by other means; (j) unusually severe weather conditions; (k) any emergency declared by the Governor of the State or the City mayor with respect to the matters contemplated above;

or (1) labor strike or strife not occurring at the site, but only if affecting the availability of critical manufactured materials for which there are no reasonable alternatives or options available.

"Geotechnical Baseline Conditions" has the meaning given in Appendix 1-F.

"GMP" or "Guaranteed Maximum Price" means the mutually agreed upon target budget ceiling by Owner, Developer and the Airlines for the final cost of the Project scope that is depicted in the Preliminary Project Program and its subsequent iterations and, as they are made part of this Agreement, its subsequent iterations, which final cost is guaranteed by Developer and which is the maximum amount to be paid by the Owner to Developer for performance of the Work.

"Good Industry Practice" means the exercise of the standard of care and degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, or constructor who engages in the same type of undertaking in the United States under similar circumstances and conditions, and who seeks in good faith to comply with its contractual obligations, complying with all applicable Law and Governmental Approvals, and using accepted standards and criteria with respect to design, construction, and Hazardous Materials and waste materials management normally used on similar projects.

"Governmental Approval" means any permit, license, consent, concession, grant, franchise, authorization, waiver, variance or other approval, guidance, protocol, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them, provided by Governmental Authorities including State, local, or federal regulatory agencies, agents, or employees, that authorize or pertain to the Project or the Work.

"Governmental Authority" means any federal, State or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Owner.

"Hazardous Materials" means any element, chemical, compound, mixture, material or substance, whether solid, liquid or gaseous, which at any time is present in sufficient concentration such that it is defined, listed, classified or otherwise regulated in any way under any Environmental Laws, or any other such substances or conditions (including mold and other mycotoxins, fungi or fecal material) which may create any unsafe or hazardous condition or pose any threat or harm to the environment or human health and safety. "Hazardous Materials" includes:

- (j) Hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances, ignitable, corrosive and reactive substances or related materials, whether solid, liquid, or gas, including substances defined as or included in the definition of "hazardous substance", "hazardous waste", "hazardous waste", "acutely hazardous waste", "radioactive waste", "radioactive materials", "bio hazardous waste", "pollutant", "toxic pollutant", "contaminant", "restricted hazardous waste", "infectious waste", "toxic substance", "toxic waste", "toxic material", or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP" toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws);
- (k) Any petroleum product, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto;

- (l) Any solvent, solvent waste, including any refined solvent product, and any waste solvent or waste solvent byproduct, including any additive, byproduct or fraction of any of the foregoing;
- (m) Any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources;
 - (n) Any flammable substances or explosives;
 - (o) Any radioactive materials;
 - (p) Any asbestos or asbestos containing materials;
 - (q) Silica;
- (r) Any lead, cadmium, or lead based paint or any other heavy metal based paint or material, or any metal listed in or regulated by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.);
 - (s) Any radon or radon gas;
 - (t) Any methane gas or similar or regulated gaseous materials;
 - (u) Any urea formaldehyde foam insulation;
- (v) Electrical equipment and components which contain any oil or dielectric fluid containing polychlorinated biphenyls;
 - (w) Pesticides, herbicides or fungicides;
- (x) Any other chemical, material, substance or pollution, exposure to which is prohibited, limited or regulated by any Governmental Authority or which may or could pose a hazard to the health and safety of the owners, operators, Users or any Persons in the vicinity of the Project or to the indoor or outdoor environment; and
- (y) Soil, or surface water or groundwater, containing any of the Hazardous Materials as defined above.
- "Health and Safety Plan" means the plan prepared by the Design-Builder and approved by Developer.
 - "Indemnify" means indemnify, protect, defend and hold harmless.
- "Indemnified Parties" means the City and its respective successors, assignees of the Agreement, agencies, divisions, officeholders, elected officials, officers, directors, commissioners, agents, representatives, consultants and employees.
- "Intellectual Property" means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets (as defined by Defend Trade Secrets Act 18 U.S.C. § 1839(3)), designs (registered and unregistered), utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Project or Project design data.

Intellectual Property includes software used in connection with the Project and software source code. Intellectual Property is distinguished from physical embodiment of, and documentation disclosing, Intellectual Property.

"IP Materials" means, with respect to Intellectual Property, software, source code and other physical and electronic documentation related to the Intellectual Property, and includes all relevant commentary, explanations and instructions to compile source code, and all modifications, additions or substitutions made to such source code.

"Issued for Construction Documents" has the meaning given in Section 4.5.5.

"KCBC" means the Kansas City Building Code, Sec. 18-1 et seq. of the City's Code of Ordinances, as amended, supplemented or replaced from time to time.

"Key Contract" means Developer's contract with Clark-Weitz-Clarkson and Clark-Weitz-Clarkson's contract with the Architect.

"Key Contractor" means the Design-Builder and the Architect.

"<u>Key Personnel</u>" means the individuals identified in <u>Appendix 1-D</u>, or subsequently designated by Developer, to fill the following positions, or any successor individuals approved by the Owner:

- (z) Project Executive;
- (aa) Construction Manager;
- (bb) Architect of Record;
- (cc) Lead Project Structural Engineer of Record;
- (dd) Lead Project Mechanical Engineer of Record;
- (ee) Ouality Manager:
- (ff) Design Quality Manager; and
- (gg) Construction Quality Manager.

"<u>Late Payment Rate</u>" means 2% per month (not compounded) or the maximum rate permitted by law, whichever is less.

"Law" or "Laws" means any statute, law, code, regulation, ordinance, by-law, rule, common law, judgment, judicial, administrative or executive order, decree, directive, or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any administration of any of the foregoing by, any Governmental Authority, which is applicable to or has an impact on the Project or the Work, whether taking effect before or after the Effective Date, including Environmental Laws, FAA grant assurances and the Airport's operating certificate, but excluding Governmental Approvals.

"<u>Lead Project Mechanical Engineer of Record</u>" means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

- "<u>Lead Project Structural Engineer of Record</u>" means the individual identified as such in <u>Appendix 1-D</u>, or any successor individual approved by the Owner.
- "<u>LEED</u>" means Leadership in Energy and Environmental Design, a green building certification program administered by the Green Building Certification Institute that recognizes best-in-class building strategies and practices.
- "Losses" means any actual loss, damage, injury, cost, response cost, expense (including attorneys', accountants' and expert witnesses' fees and expenses, including those incurred in connection with the enforcement of any indemnity or other provision of the Agreement), fee, charge, judgment, penalty, fine, non-contingent obligation, or non-contingent liability.
 - "Material Change" has the meaning given in Section 4.5.6.5.
- "Minority/Women Business Enterprise" or "M/WBE" means an entity certified as such by the City Human Relations Department.
- "Minority Business Enterprise" or "MBE" has the meaning given in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances.
- "<u>Missouri Sunshine Law</u>" means Mo. Rev. Stat. §610.010, et seq., as amended, supplemented or replaced from time to time.
- "Move-In Contractor" means the Person hired by the City to coordinate transition and readiness operations on behalf of the City prior to Substantial Completion.
- "MOU" means that certain Memorandum of Understanding dated February 9, 2018 entered into between the City and Developer.
 - "myLCM" means HRD's internet-based prevailing wage reporting system and its protocols.
- "Notice of Termination for Convenience" means written notice issued by the Owner to Developer terminating the Agreement for convenience under Section 14.1.1.
- "Notice to Proceed" or "NTP" means the written notice issued by the Owner to Developer authorizing Developer to proceed with the Work.
- "Oversight" means monitoring, inspecting, sampling, measuring, auditing, attending, observing, testing, investigating and the like respecting any part or aspect of the Work, including all the activities described in Article 7.
- "Owner" means the City of Kansas City, a municipal corporation of the State of Missouri, through and on behalf of its Department of Aviation, in its capacity as owner of the Project and any entity succeeding to the powers, authorities and responsibilities of the Owner invoked by or under the Contract Documents.
- "Owner Change" means a change in the Project scope or specifications requested or required by the Owner.
 - "Owner Default" has the meaning given in Section 13.3.1.

"Owner-Caused Delays" means delays directly attributable to the following matters and no others, but only to the extent that the delays cannot be avoided by the Owner and are not due to the negligence, willful misconduct, breach of contract or violation of Law or Governmental Approval by Developer:

- (hh) Failure of the Owner to issue:
- (i) the NTP within fifteen (15) days after Developer satisfies the requirements in Section 2.2.3;
- (ii) A Certificate of Substantial Completion or to notify Developer in writing of the reasons why Substantial Completion has not been achieved;
- (ii) Failure or inability of the Owner to provide to Developer a non-exclusive right of entry to the Project Site pursuant to Section 5.1.1;
- (jj) Failure of the Owner to provide responses to proposed schedules, plans, Design Documents, and other Submittals and matters for which a response is required as an express prerequisite to Developer's right to proceed or act, within the time periods (if any) indicated in the Contract Documents, or if no time period is indicated, within a reasonable time, taking into consideration (a) the nature, importance, complexity, completeness and quality of the Submittal or matter and (b) the number of Submittals then pending for the Owner's response, following delivery of written notice from Developer requesting such action in accordance with the terms and requirements of the Contract Documents;
- (kk) Suspension of Work issued by the Owner pursuant to Section 13.2.5, to the extent that such suspension was not justified;
- (II) Owner's request for a rejection of a subcontractor bid award pursuant to <u>Section 4.6</u>, if such rejection is demonstrated by Critical Path analysis to delay the Work;
- (mm) Request by the Owner to remove or uncover portions of finished Work pursuant to Section 7.3 under the Agreement, to the extent the Work and materials thus exposed are determined to be in accordance with the requirements of the Contract Documents; and
- (nn) The Owner's taking control and possession of the Project pursuant to Section 13.2.3 on the basis of a mistaken belief in the occurrence of a Developer Default; and
- (oo) City's wrongful refusal to execute a Change Order or issue a Change Directive to compensate Developer for a City act or omission that materially expands the Work or materially interferes with, delays, or increases the cost of performing the Work.

"Owner Contingency" means funds to be used at the sole discretion of the Owner.

"Owner Submittal Review Period" has the meaning given in Section 5.3.2.

"Owner's Costs" means:

(pp) The reasonably required costs of any assistance, action, activity or Work undertaken by the Owner that Developer is liable for or is obligated to reimburse the Owner for under the terms of the Contract Documents, including the charges of third-party contractors and reasonably allocated wages, salaries, compensation and overhead of the Owner staff and employees performing such action, activity or Work; plus

- (qq) Reasonably required out-of-pocket costs the Owner incurs to procure any such third-party contractors; plus
- (rr) Reasonable fees and costs of attorneys (including the reasonably allocable fees and costs of the City Attorney's Office), financial advisors, engineers, architects, insurance brokers and advisors, investigators, risk management consultants, other consultants, and expert witnesses, as well as court costs and other litigation costs, in connection with any such assistance, action, activity or Work, including in connection with defending claims by and resolving disputes with third-party contractors.
 - "Owner's Environmental Obligations" has the meaning given in Section 5.5.
- "Owner's Representative" means the individual in charge of the Project on behalf of the Owner, acting directly or through Owner's Authorized Representative(s), such representatives acting within the scope of the duties and authority assigned to them.
 - "Owner's Review Period" has the meaning given in Section 4.5.6.1.
 - "Panel Decision" has the meaning given in Section 6(a) of Appendix 4.
- "Party" means Developer or the Owner, as the context may require, and "Parties" means Developer and the Owner, collectively.
- "Payment Bond" means a payment bond in place as a condition to the Owner's issuance of the NTP, as set forth in Section 11.2.2.
- "<u>Performance Bond</u>" means the performance bond in place as a condition to the Owner's issuance of the NTP, as set forth in Section 11.2.1.
 - "Plans" has the meaning given in Section 4.2.
- "Person" means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Authority.
 - "Preliminary Building Permits" has the meaning given in Section 4.5.6.6.
 - "Preliminary Project Program" has the meaning given in Recital E.
 - "Prevailing Wage" has the meaning given in Section 8.9.2.1.
 - "Prevailing Wage Law" has the meaning given in Section 8.9.2.1.
 - "Product Data" has the meaning given in Section 5.3.1.1.
- "<u>Professional Services</u>" means any work or service performed by a person or entity that provides any service or labor, directly or indirectly, to Developer, the Design-Builder, or any subcontractor (of all tiers) to the Design-Builder, which requires and which involves the application of any specialized knowledge, expertise, training, education, experience or license, including but not limited to a financial advisor, accountant, architect, engineer, lawyer, electrician, consultant, designer,

community outreach specialist, surveyor, public relations specialist, and the like, more particularly described in Appendix 2-A-2.

"Progress Payment Application" has the meaning given in Section 10.3.3.

"Progress Payments" has the meaning given in Section 10.3.1; and "Progress Payment" means any of them.

"Project" means the terminal modernization project.

"Project Contingency" has the meaning given in Appendix 1-B.

"Project Executive" means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

"Project Management Committee" means the committee established to provide Project management guidance to Owner, comprising one representative each of Developer, Owner and Airlines. The Project Management Committee's responsibilities include guiding the design process, developing and approving Project design, reviewing and approving construction drawings, and developing the Project budget; and overseeing execution and administration of the Project, including managing and recommending changes.

"Project Management Committee Member" means an individual selected by each of the Owner, Developer, and Airlines to represent such party's interests on the Project Management Committee.

"Project Management Plan" means the project management plan developed by the Design-Builder and approved by Developer.

"Project Records" has the meaning given in Section 15.1.

"Project Schedule" means the logic-based Critical Path schedule for all Work, as such schedule is prepared, revised, updated and submitted by Developer, and accepted by the Owner, in accordance with the Contract Documents.

"Punch List" means an itemized list of Work that remains to be completed within 90 days after Substantial Completion has been achieved, the existence, correction and completion of which will have no material or adverse effect on the normal, uninterrupted and safe use and operation of the Project.

"<u>Ouality Management Plan</u>" means the plan developed by the Design-Builder and approved by Developer for quality assurance and quality control of the Work.

"Quality Manager" means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

"Readily Available Funds" means the (i) certification by the City's Director of Finance of funds available to fulfill the City's obligations under this Agreement (as the same may be amended from time to time), and (ii) the City's implementation of a commercially reasonably plan to fund or finance payment for the Work and all obligations under this Agreement.

"Relief Event" means any of the following events, subject to other limitations and requirements that may be set forth in the Agreement for such events:

- (ss) Force Majeure;
- (tt) omitted;
- (uu) Owner Change;
- (vv) The Owner's failure to perform or observe any of its material covenants, or obligations under the Agreement or other Contract Documents;
 - (ww) Owner-Caused Delays;
 - (xx) Differing Site Conditions;
 - (yy) Discovery of archaeological, paleontological or cultural resources at or on the Site;
- (zz) Discovery at or on the Site of threatened or endangered species under the federal or State endangered species act;
- (aaa) Issuance of a temporary restraining order or other form of injunction or legal order by a court that prohibits prosecution of any portion of the Work as a direct result of an act or omission of the City;
 - (bbb) Change in Law;
- (ccc) Increased cost of or delay to the Work resulting from the Owner's election to apply for or accept federal or State funds for all or part of the Project;
- (ddd) Discovery of Hazardous Materials, or release of Hazardous Materials by a party other than Developer, but only to the extent such discovery or release (i) occurs after the Effective Date; or (ii) renders use of the Site unsafe or in breach of applicable Law absent assessment, containment and/or remediation;
- (eee) Delays in receipt of required Government Approvals, but only to the extent not caused by Developer's delay, inaction or other failure to perform its obligations pursuant to this Agreement;
- (fff) Issuance of a rule, order or directive from the U.S. Department of Homeland Security, TSA, CBP, FAA or any other Governmental Authority to the extent such rule, order or directive requires specific changes in Developer's normal design or construction procedures in order to comply; and

Notwithstanding the foregoing, a Relief Event excludes any event or circumstance to the extent caused by the negligence, willful misconduct, or breach of applicable Law or contract by Developer.

"Relief Event Claim" has the meaning given in Section 9.2.4.

"Relief Event Notice" has the meaning given in Section 9.2.1.

"Resource Documents" means the collection of information, data, documents and other materials that the Owner has provided to Developer for general or reference information only and without

any warranty as to their accuracy, completeness or fitness for any particular purpose, all as set forth in Appendix 9. The Resource Documents are not Contract Documents.

"Revised Design and Reference Documents" has the meaning given in Section 4.5.3.

"Revised GMP" has the meaning given in Section 10.2.4.

"Revised Project Program" has the meaning given in Section 4.5.3.

"Safety Compliance" means any and all improvements, repair, reconstruction, rehabilitation, replacement and changes in configuration or procedures respecting the Project to correct a specific safety condition of the Project that the Owner or a Governmental Authority has reasonably determined to exist by investigation or analysis, if the condition exists despite compliance with Safety Standards.

"Safety Compliance Order" means a written order or directive from the Owner to Developer to implement Safety Compliance.

"<u>Safety Standards</u>" means those provisions of the Contract Documents the Owner considers, in its good faith discretion, to be necessary measures to protect public safety or worker safety.

"Samples" has the meaning given in Section 5.3.1.1.

"Schedule of Values" means the design and construction schedule of values incorporated into the Preliminary Project Program, attached as Appendix 1-A, which allocates values for the various components of the Work by area and building component.

"Scheduled Substantial Completion Date" means the date shown on the Project Schedule for achieving Substantial Completion of the Project, as such date may be adjusted from time to time in accordance with the Contract Documents.

"Shop Drawings" has the meaning given in Section 5.3.1.1.

"Site" means the real property (which term is inclusive of all estates, easements, leases and other interests in real property, whether temporary or permanent), improvements and fixtures upon which the Project will be constructed, as depicted in Appendix 1-E. The term includes all air space within the applicable vertical limits and all surface rights within the applicable horizontal limits, but excludes all other airspace.

"State" means the State of Missouri.

"Steering Oversight Committee" means the Director of Aviation and the Airline Representative.

"Submittal" means Shop Drawings, Samples and Product Data, or any document, work product or other written or electronic end product or item required under the Contract Documents to be delivered or submitted by Developer to the Owner.

"Substantial Completion" means the occurrence of all events and satisfaction of all conditions set forth in Section 7.4, as and when confirmed by the issuance of a Certificate of Substantial Completion in accordance with Section 7.4.

"Substantial Completion Conditions" has the meaning given in Section 7.4.

"Substantial Completion Date" means the date upon which Developer achieves Substantial Completion.

"Substantial Completion Review Period" has the meaning given in Section 7.4.

"Supplier" means any Person not performing Work at or on the Site that supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project to Developer or to any Contractor in connection with the performance of the Work. Persons who merely transport or deliver materials, parts or equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site.

"Surety" means any surety company or insurance company that meets the requirements of Sections 11.2.1 and 11.2.2 and issues any Payment Bond or Performance Bond.

"System" means a building system or a utility.

"Tax" or "Taxes" means federal, State, local or foreign income, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental, customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work or act, business, status or transaction of Developer, including any interest, penalty or addition thereto, in all cases whether disputed or undisputed.

"<u>Term</u>" means the period commencing on the Effective Date and ending on the Termination Date.

"Termination by Court Ruling" has the meaning given in Section 14.3.2.

"Termination for Failure to Finance" has the meaning given in Section 14.3.3.

"<u>Termination Date</u>" means: (a) means the date when a final Certificate of Occupancy has been issued for the Project and all Punch List items have been completed; or (b) if applicable, the Early Termination Date.

"Termination for Convenience" has the meaning given in Section 14.1.1.

"Threshold Issues" means any issues that materially affect Airline operations, Project Schedule, or Project scope, or that affect the payments required of the Airlines under the Airline Use and Lease Agreement.

"Third-Party" means a Person other than the Owner, the Developer, or their respective Agents or Contractors.

"Third-Party Claim" means a Claim asserted by a person other than the Owner, the Owner Indemnified Parties, Developer, the Design-Builder and their respective subcontractors.

"Third-Party Intellectual Property" has the meaning given in Section 4.10.2.

"<u>Transportation Security Administration</u>" or "<u>TSA</u>" means the agency of the U.S. Department of Homeland Security responsible for airport passenger screening and security, and any successor agency.

"<u>User(s)</u>" means any user of the Airport, including (a) members of the general public, (b) members of the traveling public, (c) the Owner, (d) TSA, (e) FAA, (f) CBP (g) the Airlines, (h) employees, contractors and/or service providers, as applicable, of any User identified in <u>clauses (c) through (g)</u> of this definition of "User," (i) any security and emergency personnel using the Airport, and (j) any other Person who can be reasonably be expected to use the Airport from time to time, but excluding Developer.

"Women Business Enterprise" or "WBE" has the meaning given in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances.

"Work" means all of the labor, services and obligations required to be furnished, performed, provided or discharged by Developer, its Agents, Contractors or subcontractors of any tier under the Contract Documents, including all administrative, design, engineering, construction, and payment to third parties.

APPENDIX 1-A

PRELIMINARY PROJECT PROGRAM

APPENDIX 1-B

GMP DEVELOPMENT MODEL

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APPENDIX 1-C

DESIGN/BUILD AGREEMENT

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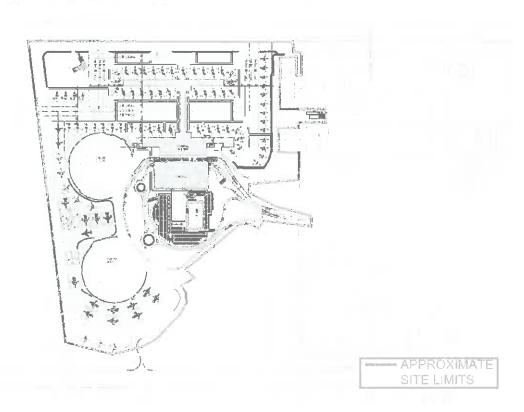
APPENDIX 1-D

KEY CONTRACTORS AND KEY PERSONNEL

APPENDIX 1-E

SITE PLAN

(Added graphics) ITE LIMITS



APPENDIX 1-F

GEOTECHNICAL BASELINE CONDITIONS

The documents listed below collectively constitute the Geotechnical Baseline Conditions:

- 1. Terracon Transmittal Letter Dated 4/20/2009
- 2. Terracon Measurements of cord thicknesses Dated 4/20/2009
- 3. Terracon Aerial photographs indicating the locations of the cores Dated 4/20/2009
- 4. Terracon Transmittal Letter Supplemental Geotechnical Report Terminal B Bridges Rome Circle KCI April 28, 2009
- 5. Terracon Geotechnical Report Terminal B Bridges/Obelisk and Gateway Signs Rome Circle KCI April 20, 2009
- 6. PSI Transmittal Letter Geotechnical Engineer Services Report Logistic Centre IV September 22, 2014
- 7. PSI Geotechnical Services Report Logistic Centre IV September 22, 2014
- SK Design Group/TSi Report of Subsurface Exploration and Geotechnical Engineering
 Evaluation KCI International Circle & Cookingham Drive Pavement Rehabilitation June 12,
 2017
- 9. SK Design Group/TSi Report of Subsurface Exploration and Geotechnical Engineering Evaluation KCI Rome Circle Drive Pavement Rehabilitation October 11, 2017
- Parsons Brinckerhoff Quade and Douglas, Inc. Geotechnical Report Terminal A Parking Structure - October 1986
- TSI Report of Subsurface Exploration and Geotechnical Engineering Evaluation, TSI Project Number 20182011, dated August 17, 2018
- Olsson Associates, Limited Environmental Site Investigation (Olsson Project No. 018-0844) -April 2018
- Olsson Associates, Supplemental Limited Environmental Site Investigation (Olsson Project No. 018-0844) - June 2018

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APPENDIX 2-A

MBE/WBE PLAN

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APPENDIX 2-B

ANNUAL WAGE ORDER

APPENDIX 2-C

HRD CONTRACTING FORMS

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APPENDIX 4-E-1

INSTRUCTIONS FOR CONSTRUCTION CONTRACTS

APPENDIX 4-E-2

LETTER OF INTENT TO SUBCONTRACT

APPENDIX 4-E-3

TIMETABLE FOR MBE/WBE UTILIZATION

APPENDIX 4-E-4

REQUEST FOR MODIFICATION OR SUBSTITUTION FOR CITY CONTRACTS

APPENDIX 4-E-5

CONSTRUCTION CONTRACTOR EMPLOYEE IDENTIFICATION REPORT

APPENDIX 2-D

CITY ORDINANCE RELATED TO CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

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APPENDIX 2-E

CITY ORDINANCE RELATED TO MBE/WBE REQUIREMENTS

APPENDIX 2-F

CITY ORDINANCE RELATED TO SLBE REQUIREMENTS

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DISPUTE RESOLUTION PROCEDURES

Subject to Section 16.1, all Disputes shall be subject to the Dispute Resolution Procedures.

For all Disputes, the Parties hereby agree to pursue resolution as follows:

1. RESOLUTION BY AUTHORIZED REPRESENTATIVES

- (a) The Parties' Authorized Representatives shall confer and otherwise use reasonable efforts to resolve any Dispute for a period of at least 15 Business Days (or such longer period as is mutually agreed by the Parties in writing).
- (b) If the Parties' Authorized Representatives resolve a Dispute, they shall memorialize the resolution by executing a written memorandum or similar document in a form to be prepared by the Owner (unless the Owner otherwise delegates such preparation to Developer, in which case Developer shall prepare such memorandum or document) setting out the details of such resolution, and such document, as agreed to by the Parties, shall be considered a binding settlement agreement.
- (c) If the Parties' Authorized Representatives are unable to resolve the Dispute within such 15 Business Day period (or such longer period as is mutually agreed by the Parties), either Party may refer the Dispute for resolution by the Steering Oversight Committee.
- (d) If the Steering Oversight Committee is unable to resolve the Dispute within 10 Business Days (or such longer period as is mutually agreed by the Parties in writing), either Party may refer the Dispute for resolution by the Dispute Resolution Panel.

2. DISPUTE RESOLUTION PANEL

(a) The Dispute Resolution Panel shall consist of three individuals mutually appointed by the Parties who shall be and remain independent of the Parties, impartial and without any conflict of interest or any appearance of a conflict of interest. For the avoidance of all doubt, only Developer and the Owner shall have standing to appoint a Dispute Resolution panelist or to object to a proposed panelist, provided than an objection to such panelist shall be considered waived if not timely made.

If the three members of the Dispute Resolution Panel are not appointed by the date on which the first Dispute is referred for Dispute resolution, the Owner shall nominate a qualified person to serve on the Dispute Resolution Panel; the nominee is appointed if the Developer agrees. If the Developer objects to the Owner's nominee, the Developer shall nominate a qualified person to serve; that person shall be appointed if the Owner agrees. If the Owner objects, the Owner shall nominate a qualified person to serve on the Dispute Resolution Panel, and the process shall repeat itself until the Parties have agreed to three qualified persons to serve on the Dispute Resolution Panel.

If the above process does not result in the appointment of three qualified persons to serve on the Dispute Resolution Panel within 15 Business Days following the date on which the first Dispute is referred to the Dispute Resolution Panel, each Party shall appoint a panel

- member from the other Party's list of nominees and those two panel members shall choose the third panel member, who shall serve as the Panel's chairperson.
- Any person appointed pursuant to this Section 2(a) shall have not less than 10 years of (b) experience on projects similar to the Project and expertise in relevant financial or commercial matters, and design and construction.
- Subject to the following, the costs and expenses payable to the members of the Dispute (c) Resolution Panel shall be borne as agreed by the Parties and, absent agreement, shared equally between the Parties. Responsibility for the fees of the members of the Dispute Resolution Panel incurred in connection with a Dispute referred to the panel shall be determined by the Dispute Resolution Panel and shall be aligned with the determination of the Dispute by the panel.
- (d) In the event of a Dispute Resolution Panel member's death, resignation, disqualification, inability, conflict of interest, refusal to act (including failure to comply with the dispute resolution process set forth below) or removal by agreement of the Parties, the Parties shall cause a new member of the panel to be appointed within 10 Business Days after such occurrence in accordance with the same procedures set forth above for the member being replaced. If the Parties do not agree as to whether a Dispute Resolution Panel member has or appears to have a conflict of interest, a separately appointed arbitrator appointed by the American Arbitration Association ("AAA") shall make such determination. For the avoidance of all doubt, only Developer and the Owner shall have standing to object to a person appointed pursuant to Section 2(a).

DISPUTE RESOLUTION PROCESS 3.

- If a Dispute remains unresolved following completion of the steps set forth in Section 1 (a) above, either Party may refer the Dispute to the Dispute Resolution Panel by service of a notice of reference to the Dispute Resolution Panel by serving notice on the other Party. Such service of notice shall include:
 - An initial concise summary of the nature and background of the Dispute. of the facts relevant to the Dispute and of the issues to be decided;
 - ii. An initial statement of the relief (including any compensation) which the referring Party is seeking;
 - iii. Copies of correspondence, reports, and such other documents to which the Party wishes to refer or upon which to rely; and
 - Any reasonable request for the Dispute Resolution Panel to consider, or iv. not consider, such Dispute together with any other previously or simultaneously submitted Dispute.
- A copy of such notice of reference shall also be served by the referring Party upon the **(b)** Chairperson of the Dispute Resolution Panel. Each Party shall be entitled within 10 Business Days following the notice of reference, to deliver to the Dispute Resolution Panel:

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- i. A concise summary of the nature and background of the Dispute, of the facts relevant to the Dispute and of the issues to be decided;
- ii. If applicable, a statement of the relief (including any compensation) which such Party is seeking;
- iii. Copies of correspondence, reports and such other documents to which the Party wishes to refer or upon which it relies; and
- iv. A statement as to whether the Dispute should be considered with another Dispute.
- (c) Each Party shall promptly deliver such other information as the Dispute Resolution Panel may from time to time reasonably require for the purposes of resolving the Dispute.
- (d) Subject to the provisions of this Agreement and the further agreement of the Parties, Disputes shall be resolved pursuant to the AAA's Construction Industry Arbitration Rules and Mediation Procedures.
- (e) Unless the Dispute Resolution Panel decides otherwise, the Chairperson shall fix the date, time and place of any hearing (which shall be in Kansas City, Missouri) before the Dispute Resolution Panel, identify the Dispute(s) (or relevant parts thereof) to be considered at such hearing and shall require the attendance of the Parties. The Parties agree to make every effort to complete the hearing within 15 Business Days after referral of the Dispute to the Dispute Resolution Panel. If the hearing cannot be completed within such 15 Business Days, the Parties will schedule a scheduling conference with the Chairperson within such 15-Business Day period.
- (f) Each Party may appear before the Dispute Resolution Panel pro se or represented by counsel.
- (g) In determining any Dispute referred to it, the Dispute Resolution Panel shall act fairly and impartially as between the Parties, giving each Party a reasonable opportunity of presenting its case and responding to the case of the other Party, so as to provide a fair and expeditious means for determination of the Dispute.
- (h) No later than 15 Business Days after the hearing is completed, the Dispute Resolution Panel shall issue a written opinion determining the issues stated in the Dispute. The Dispute Resolution Panel may award damages pursuant to Missouri law, subject to any limitations expressly set forth in the Agreement. The written opinion shall state the facts, evidence and law the Dispute Resolution Panel relied upon to reach the determination made.
- (i) Absent the express direction of the Dispute Resolution Panel, the Dispute Resolution Panel's decision/opinion shall be considered "final" for all purposes, but still subject to judicial review in accord with each Party's right to seek judicial review in a court of competent jurisdiction.
- (j) Within 10 Business Days after being notified of a final decision of the Dispute Resolution Panel, either Party may perfect its right to seek judicial review of such decision (in whole

- or in part), by providing written notice of that intent to the other of its intent to seek judicial review.
- (k) If a Dispute Resolution Panel fails to issue its written determination to the Parties within the 30 Business Days after the hearing, the Dispute Resolution Panel shall be deemed to have failed to reach a decision in the matter and it shall be deemed that the Parties have exhausted their remedies. In such case, either Party may refer the Dispute for court resolution. Any decision of the Dispute Resolution Panel notified to the Parties after the expiration of such 30-Business Day period shall be ineffective unless the Parties mutually agree otherwise in writing.
- (l) The Dispute Resolution Panel is responsible for maintaining the Administrative Record. Within 14 days after issuing its final report, the Dispute Resolution Panel shall prepare and certify the Administrative Record and create a listing of all documents, physical evidence, and recordings comprising the Administrative Record.

4. RECORDING

Hearings shall be recorded by electronic means. The Dispute Resolution Panel shall provide and maintain custody of the recording device. This recording shall be the official record of the hearing. Transcripts of such recordings may be made, but at the expense of the Party requesting a transcript. In addition to a recording, a Party may employ at its own expense a certified court reporter.

5. TREATMENT OF SETTLEMENT NEGOTIATIONS AND SETTLEMENT AGREEMENTS AND ADVISORY OPINIONS

Statements made by the Parties, including by the Parties' Authorized Representatives, during any meetings or in any communications related to efforts to resolve a Dispute pursuant to Section 1 above, and documents containing statements or opinions specifically prepared in connection with the same, shall be considered part of settlement negotiations, and any written request and supporting materials submitted to the Dispute Resolution Panel shall not be admissible as evidence in any proceeding between the Parties of any kind (including any subsequent referral to the Dispute Resolution Panel) without the mutual written consent of the Parties, provided that if a Party prepares demonstrative exhibits or summary exhibits of evidence or retains experts or other Persons employed in a professional capacity to provide expert opinions and/or reports, which opinions and/or reports are prepared for presentation to the Dispute Resolution Panel, the Party may submit or otherwise use such work product in any subsequent proceeding.

6. INTERIM DECISIONS

- (a) Once the Dispute Resolution Panel renders a final decision ("Panel Decision"), the Project will progress to Final Completion as though that Panel Decision were final and binding, however, if either Party objects through a written notice to the other Party and the Dispute Resolution Panel within ten (10) Business Days after the issuance of the Panel Decision, as much of the Panel Decision as is specifically objected to, may be submitted for final resolution through litigation that will provide a de novo review and decision.
- (b) Litigation to resolve any Dispute shall be commenced only after completion of the abovedescribed formal dispute resolution process that shall be a condition precedent to the initiation of any such litigation.

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7. DISSOLUTION OF THE DISPUTE RESOLUTION PANEL

The Dispute Resolution Panel may be dissolved on mutual written agreement between the Parties, provided that new Dispute Resolution Panel(s) may be constituted by the Parties at any time thereafter pursuant to this <u>Appendix 4</u>, in which case the provisions of this <u>Appendix 4</u> shall apply as to its or their appointment, constitution and functioning (except in relation to the period of its or their appointment, which shall be decided in each case by the Parties).

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BOND FORMS



PERFORMANCE BOND

Project Number_	
Project Title	

KNOV	7 ALI.	MEN BY	THESE PRESEN	ITS: T	hat							. as
			RACTOR), and									
(SURE	TY), li	censed to	do business as su	ch in t	he State of	Misso	ouri, h	ereby b	ind the	emselv	es and	their
respect	ive heir	rs, executo	rs, administrators,	succes	ssors, and a	ıssigns	unto .	Edgemo	oor Inf	rastruc	ture &	Real
Estate	II	LLC	(Developer),	as	oblige	е,	in	the	pen	al	sum	of
			_		an	d 00/1	00 Do	llars (\$) for
			CONTRACTOR s and assigns, join		SURETY	bind	thems	selves,	their	heirs,	, exect	utors,
WHER	EAS,											
Contra	ct, inch	iding any	tered into a Con present or future a the Contract.				_					

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall indemnify, and hold harmless OWNER from all damages, including but not limited to, liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the al	bove parties have executed this instrument the day of
CONTRACTOR	Name, address and facsimile number of Contractor
	I hereby certify that I have authority to execute this document on behalf of Contractor.
	By:
	(Attach corporate seal if applicable)
SURETY	Name, address and facsimile number of Surety:
	I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: a published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch U.S. Department of the Treasury; and (4) Surety is dullicensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.
	By:
	(Attach seal and Power of Attorney)

(Add)

PAYMENT BOND

Project Number_		
Project Title		

KNOW ALL MEN BY THESE PRESENTS: That	
and	, (SURETY), licensed to do business
	themselves and their respective heirs, executors,
administrators, successors, and assigns unto Edgeme	oor Infrastructure & Real Estate II LLC (Developer),
as obligee, in the penal sum of and (00/100 Dollars (\$) for the payment whereof
CONTRACTOR and SURETY bind themselves, the	heir heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these present	s.

WHEREAS,

CONTRACTOR has entered into a contract with CITY for Project No. __ - ___, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY, through a subcontractor or otherwise, and, further, if CONTRACTOR shall indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a)

will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of OWNER to the use for such party. OWNER shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Jackson, Clay or Platte County, Missouri, or in the United States District Court for the Western District of Missouri.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above, 20	re parties have executed this instrument the day of
CONTRACTOR	Name, address and facsimile number of Contractor
	I hereby certify that I have authority to execute this document on behalf of Contractor.
	By:
SURETY	(Attach corporate seal if applicable) Name, address and facsimile number of Surety:
	I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M.

Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and(4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By:	
Title:	
Date:	
_	

(Attach seal and Power of Attorney)

DEVELOPER-PROVIDED INSURANCE

- 1. <u>Developer-Provided Insurance General.</u> Developer shall maintain or cause to be maintained the insurance as required by this <u>Appendix 6</u> with insurance companies lawfully authorized to do business in Missouri until all obligations of Developer pursuant to this Agreement have been fully discharged. Prior to commencement of any Work, Developer shall provide evidence of the following insurance and annually thereafter until all obligations of Developer pursuant to this Agreement have been fully discharged and shall maintain or cause to be maintained the following insurance with insurance carriers that maintain an AM Best's rating of at least "A-VIII" or such carriers that are otherwise reasonably acceptable to Owner, and are lawfully authorized to do business in Missouri.
- 2. <u>Developer Controlled Insurance Program</u>. Developer must implement or cause to be implemented a Developer Controlled Insurance Program for on-site activities (excluding those activities agreed to by Owner and Developer) for this Project. Under this program Developer will centralize the purchase of insurance for activities of Developer, Design-Builder construction manager, all subcontractors and sub-subcontractors (excluding those activities agreed to by Owner and Developer) for work performed at or emanating from the Site. This consolidated purchasing of insurance is known as a Developer or Contractor Controlled Insurance Program ("CCIP") and shall include General Liability and Excess/Umbrella Liability coverage with the limits set forth below, and may also include Workers' Compensation coverage. Builder's Risk insurance coverage will be provided under a separate insurance program. Participation in the CCIP will be mandatory for all tiers of contractors and subcontractors unless specifically excluded in writing by Developer with approval from the Owner, which approval shall not be unreasonably withheld.
 - 2.1 Worker's Compensation/Employer's Liability (if included within the CCIP). Developer shall provide and maintain or cause to be provided and maintained worker's compensation insurance as required by applicable Law where the Work is performed and employer's liability insurance with a limit of liability bodily injury by accident of One Million Dollars (\$1,000,000) for each accident or bodily injury by disease for each employee.
 - 2.2 Commercial General Liability. Developer shall provide and maintain or cause to be provided and maintained commercial general liability insurance or its equivalent, written on an occurrence form basis, with primary coverage limits of not less than Two Million Dollars (\$2,000,000) for bodily injury and/or property damage per occurrence with an annual aggregate of Four Million Dollars (\$4,000,000) including broad form contractual liability, broad form property damage, independent Developers, explosion, collapse and underground, personal injury, and products and completed operations insurance.
 - 2.3 Excess or Umbrella Liability. Developer shall provide and maintain or cause to be provided and maintained excess or umbrella liability insurance providing excess coverage on a "following form" basis and shall provide coverage in excess of the primary commercial general liability, employer's liability, and commercial liability limits, with a minimum limit of Two-Hundred Fifty Million Dollars (\$250,000,000) for bodily injury and property damage per occurrence and in the aggregate. The Excess Liability policy does not apply to Automobile Liability insurance.
 - 2.4 <u>Requirements of Developer's Insurance.</u> Deductibles or self-insured retentions shall be maintained in accordance with Developer's business practice and be reasonably

acceptable to Owner. Developer shall name Owner and any other parties reasonably requested by Owner as additional insureds, as their respective interests shall appear, under the commercial auto liability policy, commercial general liability policy, Developer's pollution liability policy, and umbrella/excess liability policy. The general liability policy will, utilize ISO additional insured endorsement CG2010 or a substitute providing equivalent coverage. All policies of insurance required to be maintained or cause to be maintained by Developer under this Appendix shall: (a) provide a severability of interests or cross liability clause as provided under standard ISO forms requiring that in the event of any claims being made by reason of bodily injury, personal injury, or property damage sustained by any agent, servant or employee of one insured for which another insured is or may be liable, then the policy shall cover such insured against whom a claim is made in the same manner as if a separate policy had been issued to each insured; and (b) except for professional liability and as allowed by statute, include endorsements providing the insurance companies shall waive their rights of recovery under subrogation (or the equivalent thereof) in favor of Owner and its agents, officers and employees, and in favor of such other persons as may be required by Owner's contractual agreement with such persons.

- 2.5 <u>Primary Insurance</u>. All policies of insurance referred to in this <u>Appendix 6</u> shall be endorsed to specify that such policies are primary as respects any claims, losses, damages, expenses including attorneys' fees or liabilities arising out of this Agreement and not excess to or on a contributing basis with any insurance or self-insurance maintained by Owner and its Agents, officers and employees.
- 2.6 <u>Developer Controlled Insurance Program Manual</u>. On or before sixty (60) days prior to the scheduled commencement of the Work at the Site, Developer shall provide to Owner for Owner's review and approval, which approval shall not be unreasonably withheld, a CCIP Manual that: (i) replaces the standard insurance that is typically required by Design-Builder and its subcontractors; (ii) summarizes the CCIP coverages; (iii) identifies any non-CCIP coverages to be provided by Developer and its subcontractors; (iv) outlines the coverages to be provided by subcontractors; (v) describes the enrollment and claim procedures; (vi) summarize the mobilization and minimum safety requirements for the Project, (vii) designates the CCIP administrator.
- 3. <u>Insurance Away From Site</u>. Developer and each subcontractor or sub-subcontractor shall carry and maintain, or, in the case of Developer, shall cause to be carried and maintained, at least the following insurance coverages in connection with operations away from the Project Site as outlined:
 - 3.1 Workers' Compensation Statutory Limits.
 - 3.2 <u>Employer's Liability \$1,000,000 (per bodily injury/disease and aggregate)</u>. The Owner reserves the right to require alternative limits (higher or lower) for individual contractors or subcontractors at its discretion. A waiver of subrogation in favor of the Additional Insured parties should be included.
 - 3.3 Commercial General Liability Insurance. Subcontractors shall be required to carry Commercial General Liability Insurance with limits of at least \$2,000,000 for each occurrence (\$1,000,000 for subcontractors with small scopes of Work) and \$4,000,000 in the aggregate combined single limit Bodily Injury and Property Damage, and including protection for contractual liability, products, completed operations, work performed by independent Developers, and broad form property damage coverage. Owner reserves the

right to require alternate limits (higher or lower) for individual subcontractors or subsubcontractors at its discretion. Developer shall submit the requested limits of commercial general liability insurance for all Major Subcontractors to Owner for Owner's review and consent, which consent shall not be unreasonably withheld. Developer shall be required to carry Commercial General Liability Insurance with limits of at least Twenty Million Dollars (\$20,000,000). A waiver of subrogation in favor of the Additional Insured parties should be included.

- 3.4 <u>Hazardous Material Liability Insurance</u> covering bodily injury and/or property damage with limits of not less than \$2,000,000, if the work involves abatement, removal, replacement, repair, enclosure, encapsulation and/or disposal of any hazardous material or substance. The Owner reserves the right to require alternative limits (higher or lower) for individual contractors or subcontractors at its discretion. This coverage must remain in force for both on-site and off-site exposures.
- 4. Other Insurance. Developer shall maintain or cause to be maintained the following insurance, which shall not be part of the CCIP, as required by this <u>Appendix 6</u> with insurance companies lawfully authorized to do business in Missouri until all obligations of Developer pursuant to this Agreement have been fully discharged.
 - 4.1 <u>Automobile Liability</u>. Developer shall provide and maintain or cause to be provided and maintained commercial auto liability insurance on an occurrence form basis, including coverage for all owned, non-owned and hired automobiles in the amount of Two Million Dollars (\$2,000,000) combined single limit per accident with respect to bodily injury, property damage or death.
 - 4.2 <u>Contractors Protective Professional Indemnity Insurance</u>. Developer shall procure and maintain or cause to be procured and maintained Contractors Protective Professional Indemnity insurance. Said insurance shall be in an amount of at least Twenty-Five Million Dollars (\$25,000,000) each claim and in the aggregate, and the coverage shall remain in effect for at least five (5) years following Substantial Completion.
 - 4.3 Builder's All-Risk Insurance. Effective as of the scheduled commencement of the Work at the Project Site, Developer shall obtain and, thereafter at all times during the performance of the Work, maintain, or cause to be obtained and maintained, Builder's All-Risk Insurance or all-risk property insurance. Coverage shall remain in effect until replaced by the permanent property insurance to be obtained by the Owner upon Substantial Completion. Developer shall pay for such Builder's / All-Risk Insurance. Such Builder's / All-Risk insurance shall insure the Design-Builder as a first named insured and the Owner, Developer and subcontractors as additional named insureds, and shall cover all property in the course of construction, including all materials, supplies, machinery, equipment, fixtures, scaffolding, temporary structures and other property of a similar nature. Such insurance shall provide for a waiver of the insurers' right to subrogation against the Owner, Developer, subcontractors, and their respective employees, agents, directors, officers, and affiliates. Such policies shall be obtained from and maintained with insurance carriers that maintain an AM Best's rating of at least "A-VIII" (or equivalent Lloyd's financial rating) or such carriers that are otherwise acceptable to the Owner. Such policies shall be non-cancelable (except for nonpayment), provided, however, such policies may contain other clauses that might not be explicit cancellation provisions but might lead to a partial or full suspension of coverage if and so long as such clauses are customary insurance provisions. Such policies shall

contain a severability of interests provision where applicable. On or before sixty (60) days prior to the scheduled commencement of the Work at the Site, Developer shall provide the Owner the builders' / all risk policy for the Owner's review and approval, which approval shall not be unreasonably withheld.

- 4.3.1 <u>Payment of Deductible</u>. The payment of any deductible shall be the responsibility of Developer.
- 4.3.2 Waiver of Subrogation; Release. Owner and Developer intend that the Builder's All-Risk Insurance will protect the Owner, Developer, all tiers of subcontractors, and all other persons indicated herein to be listed as insureds or, additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. Such policy shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds or additional named insureds thereunder. Developer waives, and shall cause all insurers, subcontractors, vendors, and their respective insurers to waive, all rights against each other and their respective partners, members, shareholders, directors, officers, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work, provided that the insuring party has obtained and maintained the insurance coverages as required hereunder for such peril or cause of loss; and, in addition, waive all such rights against subcontractors, suppliers, and all other persons indicated herein to be listed as insureds or additional insureds under such policies for losses and damages so caused.
- 4.4 Worker's Compensation/Employer's Liability (if not included within the CCIP).

 Developer shall provide and maintain or cause to be provided and maintained worker's compensation insurance as required by applicable Law where the Work is performed and employer's liability insurance with a limit of liability bodily injury by accident of One Million Dollars (\$1,000,000) for each accident or bodily injury by disease for each employee.
- 4.5 <u>Developers Pollution Liability</u>. Developer shall provide and maintain or cause to be provided and maintained Developer's pollution liability covering bodily injury, property damage and pollution cleanup for pollution conditions occurring on and off of the property or premises, with limits of Ten Million Dollars (\$10,000,000) each claim and in the aggregate. Such insurance shall include emergency response costs, defense, settlement and investigation costs.
- 5. Nothing contained herein shall relieve Developer of its obligations to exercise due care in the performance of its duties in connection with the Work or Services or to complete the Work or Services in strict compliance with the Agreement. The insurance required under this Agreement does not limit Developer's responsibility or legal liability in performance of the Contract.

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INTELLECTUAL PROPERTY LICENSE

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INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES

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INTENTIONALLY OMITTED

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INITIAL LEED CHECKLIST

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FORM REQUIREMENTS: PAYMENT APPLICATION PROCEDURES

The administrative actions and submittals which will be a condition precedent to payment of Developer's initial application for payment will include but not be limited to:

- Listing of subcontractors, principal suppliers and fabricators.
- Schedule of Values (electronic in Excel format with submission).
- Project Schedule.
- Schedule of submittals.
- W/MBE forms.
- Stored Material spreadsheet (electronically in Excel format with submission and verification form).
- Submission detail will be organized by order using required standard section dividers identifying the supporting information.
- Equipment purchased for and paid by the City for items exceeding \$100.00 in value must be identified when being paid. Any items exceeding \$1,000.00 in value must also be identified so that an asset tag can be attached to that equipment. A detail listing in Excel format must be submitted when equipment is purchased. Final accounting for all assets will be performed at the completion of the project. Payments for assets unaccounted for will be reimbursed to the Owner.

The Progress Payment Application shall be certified by a person duly authorized in writing to execute contractual instruments on behalf of Developer. If deficiencies are found, a standard deficiency email will be sent to Developer to resolve within one Business Day. If the deficiency is not resolved within that time, the Progress Payment Application will be returned. The original complete sworn, executed and notarized application for payment with all attachments shall be retained by Developer in accordance with Section 15.1.

Progress Payment Applications will show the percentage completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage completion will be the percentage obtained by dividing (a) the expense that has actually been incurred by Developer on account of that portion of the Work by (b) the share of the Negotiated Contract Amount allocated to that portion of the Work in the Schedule of Values. Progress Payment Applications will not include costs of Work associated with Work required to be redone as a result of construction errors or defects.

All payments will be subject to correction following the discovery of an error, misrepresentation, or unallowable cost in any previous application for payment. Approval of such erroneous application for payment will not in any respect be taken as an admission by the Owner of the amount of Work completed or as the release of Developer from any of its responsibility under this Contract or a waiver of any of the Owner's rights. If deficiencies are found, a standard deficiency e-mail will be sent to Developer to resolve within one Business Day. If the deficiency is not resolved within that time, the application for payment

will be rejected in writing and such rejection will specify the deficiency and the action necessary to make the Progress Payment Application proper.

Payments may be made for nonperishable materials or equipment not incorporated in the Work upon the following conditions being met:

- The materials or equipment have been stored or stockpiled in a manner acceptable to the Owner at the Site.
- Developer has furnished the Owner with satisfactory evidence that the material and transportation costs have been paid.
- Developer has furnished the Owner with acceptable evidence of the quantity and quality of such stored or stockpiled materials or equipment.
- Developer has furnished the Owner legal title (free of liens or encumbrances of any kind) to materials so stored or stockpiled upon receipt of said materials or equipment.
- Developer has furnished to the Owner copies of vendor invoices for stored materials or equipment, proof of payment, stored material or equipment listed in Excel format and a stored material verification form. All supporting backup must be labeled with the schedule of values item number and calculation of item number listed on the Schedule of Values.
- Developer has furnished to the Owner documentation that all materials or equipment meet specifications requirements.
- Developer is responsible for all loss or damage of any type to such materials or equipment and will make suitable replacement or repair as necessary at Developer's own expense.
- Developer is responsible for security with respect to all such stored materials or equipment.
- Developer has furnished to the Owner evidence that the material or equipment so stored or stockpiled is insured against loss by damage to, or disappearance of, such materials or equipment at any time prior to use in the Work.
- Payments for material on hand or for delivered material to be used in one item of Work will exceed \$3,000.00 and not be scheduled to be incorporated into the Work within 60 days after delivery.
- It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials or equipment will in no way relieve Developer of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.
- Developer will bear all costs associated with the partial payment of stored or stockpiled materials or equipment in accordance with the provisions of this subsection.
- Raw or unfabricated materials will not be accepted as stored materials.

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SUBMITTALS REQUIRING OWNER APPROVAL MATRIX

KCAD review and approval of submittals relating to aesthetics, operations, function and maintenance of the Terminal Project will be required. Examples of candidate submittals for KCAD review and approval include, but are not limited to the following:

- All public space finish materials, fixtures, furniture and equipment.
- Public millwork, case work, ornamental metals at ATO, Hold Rooms, Concourses, Baggage claim, CBP, etc.
- Interior and Exterior Fountains/water features.
- Advertising and display cases.
- Exterior finish materials.
- Exterior Glazing performance certifications including acoustic ratings.
- Terminal, Garage, Curbside signage and way finding.
- PA system intelligibility/acoustics, studies, analysis and reports.
- Roofing and waterproofing materials and warranties.
- Builder's hardware sets, cut sheets and master keying schedules.
- AIS head end equipment and end devices and systems architecture.
- FIDS and BIDS displays and mounts / stands.
- Equipment screens.
- Railings, balustrades, and guard walls.
- Stair treads and landings.
- Fall arrest system.
- Exterior Pedestrian walkway finishes.
- BOH and Office finishes, lockers, shelving, furniture, kitchen appliances, and equipment.
- Garage electric charging stations and parking ticket systems and parking guidance displays.
- GSE electric charging stations.

- Aircraft apron utilities and system equipment.
- MEP systems and equipment.
- Baggage Handling System.
- HVT equipment and elevator cab finishes.
- Hard and soft landscaping.

A detailed list of submissions requiring KCAD approval will be developed and agreed with the Developer no sooner than the issuance of complete outline specifications for each procurement package and no later than the completion of IFC specifications for that package.

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GOVERNMENT APPROVALS MATRIX

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TAX EXEMPT CERTIFICATE



City of Kansas City, Missouri PROCUREMENT SERVICES DIVISION 1st Floor, Room 100W, City Hall 414 East 10th Street Kansas City, Missouri 64106-2793 (816) 513-0851 / Fax: (816) 513-1066

DATE: January 1, 2018

TO: City of Kansas City, Missouri Suppliers and Contractors

FROM: Cedric Rowan

Manager of Procurement Services

RE: Tax Exemption:

Exemption from Federal Tax on Purchases

Exemption from Missouri Sales and Use Tax on Purchases

Federal Tax Identification Number: 44-6000201

The City of Kansas City, Missouri is exempt from tax on purchases under Chapter 31, 32 or 38 of the Internal Revenue Code.

Missouri Tax Identification Number: 12490466

The City is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39 (10) Article 3, of the Missouri Constitution and Sections 144.0 and 144.61 RSMo 1969 and supplements thereto. A copy of the exemption certificate issued by the State of Missouri is attached.

I certify that the above information is true and that I am authorized to execute this certificate for all City activities.

This letter and the attached certificate cover all departments, offices, agencies, and activities of the City of Kansas City, Missouri.

Cedric L. Rowan, C.P.M.

Ceduc Rovens

Manager of Procurement Services

(REV. 02(16)

State of Missouri

EXEMPTION FROM HISSOURT SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY 414 E 12TH ST 3RD FLOOR KANSAS CITY NO 64106 Missouri Tex ID Number: 12490666

Effective Date: 07/11/2002

Your application for sales case tax exempt status has been approved pursuant transction 144,050.1, RSMo. This letter is taked as documentation of your exampt as a taken.

Purchase we jour Agency of Control of Sales or use text of within the resduct of the sales of use text of sales or use text or use text of sales or use text of sales or use text or use text

A contractor may purchase may be itruction external exampt from sit a fex when fulfill to a large it wound decrease and contract. But a purchase account of Section 15, 78 March 18, 78 Mar

Sales by tour agency are subject to a papelicable state and iscal saling about 18 you engage on the business of record tangible buy one property or taxable services at rate you must obtain parisouri Retail Sales is itemse and contact and remit sales to

This is a containing exemption subject to the like the changes and review by the bracker of the open, it yes appeared capses to qualify as an example factive, this exemption this exemption. It is an exemption from sales to be a confirmed to an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.C. Box 3380, Jefferson City, MO 65105-3300, phone 573-751-2836.

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SCHEDULE 1

ABBREVIATIONS AND DEFINITIONS

1. ABBREVIATIONS

The following abbreviations, when used in the Contract Documents, represent the full text shown:

AAA	American Arbitration Association
ADA	Americans with Disabilities Act
CCIP	Contractor Controlled Insurance Program
CBP	U.S. Customs and Border Protection
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FF&E	Furniture, Fixtures and Equipment
GMP	Guaranteed Maximum Price
HASP	Health and Safety Plan
HRD	Human Relations Department of the City of Kansas City, Missouri
IFCD	Issued For Construction Documents
KCAD	Kansas City Aviation Department
OFAC	Office of Foreign Assets Control, US Department of the Treasury
ORAT	Operational Readiness and Transition
RFP	Request for Proposals
SBE	Small Business Enterprise
TSA	Transportation Security Administration

2. **DEFINITIONS**

The following capitalized terms, when used in the Contract Documents, have the meanings set forth below:

"Administrative Record" means all filings, motions, briefs, and orders related to a Dispute that is referred to the Dispute Resolution Panel, together with any exhibits attached to such documents or that may be admitted during a hearing of the Dispute Resolution Panel, and the recordings of any hearings held during the Dispute Resolution Procedures.

"Agent" means a Person affirmatively authorized by either Developer or the Owner to act on behalf of such principal with regard to certain enumerated duties or with plenary authority.

"Airline" means a signatory airline to the Airline Use and Lease Agreement.

"<u>Airline Representative</u>" means the individual selected by the Airlines to represent the Airlines' interests and perform the Airlines' obligations on the Steering Oversight Committee.

"Airline Use and Lease Agreement" means the Agreement entered into between Owner and Airlines setting forth the respective rights and obligations of the Owner and the Airlines with respect to use of the Airport.

"Airport", "KCI" or "MCI" means the Kansas City International Airport, including the passenger transportation facilities, all user movement areas, areas leased exclusively or preferentially to

any third party or parties, common areas and baggage claim areas there in, and interconnecting hallways, concourses, and bridges, and any future improvements.

"<u>Airport Activities</u>" means all Airport commercial activities, the core Airport operations of processing and transporting passengers and baggage, and any other traditional airport functions provided or served by the Owner.

"Allowable Uses" has the meaning given in Section 4.10.1.

"Annual Wage Order" means the prevailing wage rates, fringe benefits and classifications established pursuant to the Prevailing Wage Law as such rates and classifications may be amended from time to time. A copy of the Annual Wage Order as of the Effective Date is attached as Appendix 2-B.

"Application for Final Payment" means the final Progress Payment Application submitted by Developer upon have achieved Final Completion.

"Architect" means Skidmore, Owings & Merrill LLP.

"Architect of Record" or "AOR" means the architect or architectural firm licensed in the State whose name appears on a building permit issued for the Project.

"Authorized Representative" has the meaning given in Appendix 8.

"B2GNow" has the meaning given in Section 8.5.4.

"Bonds" means the fixed income security(ies) to be issued by the Kansas City Industrial Development Authority to finance the Project.

"Bond Trustee" means the financial institution listed or otherwise designated to act as trustee or agent with respect to the Bonds.

"Business Day" means any weekday except any weekday, except the following: (1) New Year's Day, January 1, (2) Martin Luther King's Birthday observance, the third Monday in January, (3) George Washington's Birthday observance, the third Monday in February, (4) Memorial Day, the last Monday in May, (5) Independence Day, July 4, (6) Labor Day, the first Monday in September, (7) Armistice Day, November 11, (8) Thanksgiving Day, the fourth Thursday in November, (9) Day after Thanksgiving Day, and (10) Christmas Day, December 25. When one of the above holidays occurs on a Saturday, the preceding Friday shall not be considered to be a Business Day. If one of the above holidays occurs on a Sunday, the following Monday shall not be considered a Business Day. A Business Day shall be deemed to conclude at 11:59 p.m., Central Time.

"Certificate of Occupancy" means a certificate issued pursuant to the KCBC, certifying that a building or structure has met all applicable building code standards and requirements under the KCBC.

"Certificate of Final Completion" has the meaning given in Section 7.5.1.1.

"Certificate of Substantial Completion" has the meaning given in Section 7.4.1.1.

"Change Directive" has the meaning given in Section 6.1.3.

"Change in Law" means (a) the adoption of any federal, State or local Law at any point after the Effective Date, or (b) any change in any federal, State or local Law or in the interpretation or application

thereof by any federal, State or local Governmental Authority, as applicable, after the Effective Date, in each case that is materially inconsistent with Laws in effect on the Effective Date.

"Change of Control" means any Equity Transfer, transfer of an interest, direct or indirect, in an Equity Member, or other assignment, sale, financing, grant of security interest, hypothecation, conveyance, transfer of interest or transaction of any type or description that in each case, results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of Developer or a material aspect of its business. Notwithstanding the foregoing, the following shall not constitute a Change of Control:

- (a) An upstream reorganization or transfer of indirect interests in Developer so long as there occurs no change in the entity with ultimate power to direct or control or cause the direction or control of the management of Developer; or
- (b) An Equity Transfer, where the transferring Equity Member and the transferee are under the same ultimate parent organization ownership, management and control before and after the transfer.

"Change Order" means a change in the Project scope, schedule or budget as approved by Developer and the Owner, pursuant to Section 6.1.

"Change Request" has the meaning given in Section 6.1.2.1.

"City" means the City of Kansas City, Missouri.

"City Council" means the City Council of Kansas City, Missouri.

"Claim" means a written demand submitted by Developer pursuant to the Contract Documents, which is or potentially could be disputed by the Owner, for a time extension, payment of money or damages or other relief from the Owner to Developer, and includes any Relief Event Claim. Claim also means a written demand submitted by the Owner pursuant to the Contract Documents, which is or potentially could be disputed by Developer, for payment of money or damages from Developer to the Owner.

"Compensation Cap" has the meaning given in Section 10.1.

"Consent Agreement" has the meaning given in Section 2.2.3.5.

"Construction Documents" means the drawings, plans and specifications required for construction of the Project and "Construction Document" means any of them.

"Construction Services" means any compensated work or service performed by a person or entity that provides any service (ex, labor, equipment, materials, or the like, directly or indirectly, to the Design-Builder or any subcontractor (of all tiers) to the Design-Builder, including but not limited to any laborer, material supplier, tradesmen, journeyman, craftsman, equipment supplier, surveyor, or landscaper, more particularly described in <u>Appendix 2-A-1</u>.

"Contract" means any agreement, and any supplement or amendment thereto, by Developer with any other Person, Contractor or Supplier to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement, supplement or amendment at a lower tier, between a Contractor and its lower tier Contractor or a Supplier and its lower tier Supplier, at all tiers.

"Contract Documents" means the Agreement, the Project specifications, including all Appendices and exhibits to the Agreement and all technical requirements, and Construction Documents, including all amendments to the foregoing.

"Contractor" means any Person with whom Developer has entered into any Contract to perform any part of the Work or provide any materials, equipment or supplies for the Project, on behalf of Developer, and any other Person with whom any Contractor has further subcontracted any part of the Work, at all tiers.

"Contractor-Controlled Insurance Program" or "CCIP" means the insurance coverage identified in Article 11 and Appendix 6 to be procured and maintained by Developer.

"Critical Path" means the series of logically linked construction activities that connect the Project's start (or the date of the current schedule update, if later) to the Project's Substantial Completion with zero positive float, such that any delay to an activity on the Critical Path would delay Project Substantial Completion by the same number of days, unless otherwise mitigated.

"Davis-Bacon Act" has the meaning given in Section 8.9.2.1.

"Delivery" has the meaning given in Section 2.3.

"<u>Design-Builder</u>" means the Clark/Weitz/Clarkson, A Joint Venture. A joint venture of Clark Construction Group, LLC; The Weitz Company, LLC; and Clarkson Construction Company, LLC.

"<u>Design Documents</u>" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals necessary for, or related to, the design of the Project. Design Documents include the approved Construction Documents.

"Design Package" has the meaning given in Section 4.5.6.1.

"<u>Developer</u>" means Edgemoor Infrastructure & Real Estate II LLC, a limited liability company organized under the laws of Maryland, and its permitted successors and assigns.

"<u>Developer Assumed Hazardous Materials Obligations</u>" has the meaning set forth in <u>Section</u> 5.5.

"<u>Developer Change Proposal</u>" means a written proposal submitted by Developer pursuant to <u>Section 6.2</u>.

"Developer Contingency" has the meaning given in Appendix 1-B.

"Developer Default" has the meaning given in Section 13.1.1.

"<u>Developer's Interest</u>" means all right, title, interest and property, of Developer in, to, under or derived from the Contract Documents, , including Developer's right, title and/or interest in and to the Contracts, Submittals, Claims and Intellectual Property.

"<u>Developer's Representative</u>" means the individual in charge of the Project on behalf of Developer, acting directly or through Developer's Authorized Representative(s), such representatives acting within the scope of the duties and authority assigned to them.

"Deviation" has the meaning given in Section 6.3.

"<u>Differing Site Conditions</u>" means subsurface or latent physical conditions within the boundaries of the Site that differ, or are not reasonably inferable, from those described in the Geotechnical Baseline Conditions.

"Direct Costs" has the meaning given in Appendix 1-A.

"<u>Director of Aviation</u>" means the person appointed by the city manager of Kansas City, Missouri responsible for leading KCAD.

"<u>Dispute</u>" means any dispute, disagreement or controversy between the Owner and Developer concerning their respective rights and obligations under the Contract Documents, including concerning any Claim, alleged breach or failure to perform and remedies.

"Dispute Resolution Panel" means a panel constituted in accordance with Appendix 4.

"Dispute Resolution" means the process for resolving Disputes set forth in Appendix 4.

"<u>Dispute Resolution Procedures</u>" means the procedures for resolving Disputes set forth in Appendix 4.

"Early Termination Date" means the effective date of termination of this Agreement for any reason prior to the expiration of the Term.

"Effective Date" means the date this Agreement is fully executed.

"Engineer(s) of Record" or "EOR" means one or more professional engineers or engineering firms registered in the State of Missouri that develops the criteria and concept for the Project, performs the analysis, and is responsible for preparing the Design Documents related to MEP and structural design.

"Environmental Law" means (a) any Law applicable to the Project or the Work regulating or imposing liability or standards of conduct that pertains to the environment, Hazardous Materials, contamination of any type whatsoever, or health and safety matters, and (b) any requirements and standards that pertain to the protection of the environment, or to the management of Hazardous Materials, contamination of any type whatsoever, or health and safety matters with respect to Hazardous Materials, set forth in any agreements, permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated, pursuant to Laws applicable to the Project or the Work, as each of the foregoing have been or are amended, supplemented or replaced from time to time (including any present and future amendments thereto and reauthorizations thereof), including those relating to:

- (c) The manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation and transportation of Hazardous Materials;
- (d) Air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;
 - (e) Releases of Hazardous Materials;

- (f) Protection of wildlife, endangered, threatened, and sensitive species, wetlands, water courses and water bodies, cultural, historical, archeological, and paleontological resources and natural resources;
 - (g) The operation and closure of underground or aboveground storage tanks;
- (h) Health and safety of employees and other persons with respect to Hazardous Materials; and
 - (i) Notification, documentation and record keeping requirements relating to the foregoing.

Without limiting the above, the term "Environmental Laws" shall also include the following (all as amended):

- (i) The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.);
- (ii) The Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.) and associated Superfund Amendments and Reauthorization Act (42 U.S.C. §§ 9601 et seq.);
 - (iii) iii. The Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.);
- (iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.);
 - (v) The Clean Air Act (42 U.S.C. §§ 7401 et seq.);
- (vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. §§ 1251 et seq.);
 - (vii) The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, et seq.);
- (viii) The Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. §§ 6924 et seq.);
 - (ix) The Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.);
 - (x) The Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.);
 - (xi) Section 404 of the Clean Water Act (33 U.S.C. § 1344);
 - (xii) The Oil Pollution Act (33 U.S.C. §§ 2701, et. seq.);
- (xiii) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.);
 - (xiv) The Federal Safe Drinking Water Act (42 U.S.C. §§ 300 et seq.);
- (xv) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.);

- (xvi) The Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.);
- (xvii) The Endangered Species Act (16 U.S.C. §§ 1531 et seq.); and
- (xviii) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661 et seq.).

"Environmental Management Plan" means the plan prepared by the Design-Builder and approved by Developer.

"Equity Member" means any Person with a direct equity interest in Developer.

"Equity Transfer" means any assignment, mortgage, encumbrance, conveyance, sale, or other transfer of equity interest in Developer.

"Escalation Contingency" has the meaning given in Appendix 1-B.

"FAA" means the Federal Aviation Administration and any successor agency thereto.

"<u>Final Completion</u>" means the occurrence of all the events and satisfaction of all the conditions set forth in <u>Section 7.5</u>, as and when confirmed by the Owner's issuance of a certificate in accordance with <u>Section 7.5</u>.

"Final Completion Date" means the date upon which Developer achieves Final Completion.

"<u>Final Completion Deadline</u>" means the date by which Developer must achieve Final Completion, which is 90 days after the Substantial Completion Date.

"Final Completion Review Period" has the meaning given in Section 7.5.1.1.

"Final GMP" has the meaning given in Section 10.2.5.

"Final Project Program" has the meaning given in Section 4.5.5.

"First Source Program" has the meaning given in Section 8.5.3.1.

"Force Majeure Event" means the occurrence of any of the following events that materially and adversely affects performance of Developer's obligations, provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts, by Developer and/or its Agents: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Work, in each case occurring within the State of Missouri; (b) any act of riot, insurrection, civil commotion or sabotage at the Airport that causes direct physical damage to the Work; (c) nuclear explosion, radioactive or chemical contamination of the Site, unless the source of the explosion, contamination or radiation is caused by Developer and/or its Agents; (d) fire, explosion, floods caused by natural events, tornadoes, sinkholes caused by natural events or landslides caused by natural events; (e) earthquake; (f) an act of terrorism; (g) natural events, including hurricanes and tsunamis, that limit availability of materials or labor for the Project; (h) inability to obtain Owner specified materials or reasonably acceptable substitutes therefor; (i) the failure of any utility company to provide and maintain required utilities to the Project, if not provided by other means; (j) unusually severe weather conditions; (k) any emergency declared by the Governor of the State or the City mayor with respect to the matters contemplated above;

or (l) labor strike or strife not occurring at the site, but only if affecting the availability of critical manufactured materials for which there are no reasonable alternatives or options available.

"Geotechnical Baseline Conditions" has the meaning given in Appendix 1-F.

"GMP" or "Guaranteed Maximum Price" means the agreed upon budget ceiling for the final cost of the Project scope that is depicted in the Preliminary Project Program and its subsequent iterations and, as they are made part of this Agreement, its subsequent iterations, which final cost is guaranteed by Developer and which is the maximum amount to be paid by the Owner to Developer for performance of the Work.

"Good Industry Practice" means the exercise of the standard of care and degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, or constructor who engages in the same type of undertaking in the United States under similar circumstances and conditions, and who seeks in good faith to comply with its contractual obligations, complying with all applicable Law and Governmental Approvals, and using accepted standards and criteria with respect to design, construction, and Hazardous Materials and waste materials management normally used on similar projects.

"Governmental Approval" means any permit, license, consent, concession, grant, franchise, authorization, waiver, variance or other approval, guidance, protocol, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them, provided by Governmental Authorities including State, local, or federal regulatory agencies, agents, or employees, that authorize or pertain to the Project or the Work.

"Governmental Authority" means any federal, State or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Owner.

"Hazardous Materials" means any element, chemical, compound, mixture, material or substance, whether solid, liquid or gaseous, which at any time is present in sufficient concentration such that it is defined, listed, classified or otherwise regulated in any way under any Environmental Laws, or any other such substances or conditions (including mold and other mycotoxins, fungi or fecal material) which may create any unsafe or hazardous condition or pose any threat or harm to the environment or human health and safety. "Hazardous Materials" includes:

- (j) Hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances, ignitable, corrosive and reactive substances or related materials, whether solid, liquid, or gas, including substances defined as or included in the definition of "hazardous substance", "hazardous waste", "hazardous waste", "cautely hazardous waste", "radioactive waste", "radioactive materials", "bio hazardous waste", "pollutant", "toxic pollutant", "contaminant", "restricted hazardous waste", "infectious waste", "toxic substance", "toxic waste", "toxic material", or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP" toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws);
- (k) Any petroleum product, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto;

- (l) Any solvent, solvent waste, including any refined solvent product, and any waste solvent or waste solvent byproduct, including any additive, byproduct or fraction of any of the foregoing;
- (m) Any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources;
 - (n) Any flammable substances or explosives;
 - (o) Any radioactive materials;
 - (p) Any asbestos or asbestos containing materials;
 - (q) Silica;
- (r) Any lead, cadmium, or lead based paint or any other heavy metal based paint or material, or any metal listed in or regulated by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.);
 - (s) Any radon or radon gas;
 - (t) Any methane gas or similar or regulated gaseous materials;
 - (u) Any urea formaldehyde foam insulation;
- (v) Electrical equipment and components which contain any oil or dielectric fluid containing polychlorinated biphenyls;
 - (w) Pesticides, herbicides or fungicides;
- (x) Any other chemical, material, substance or pollution, exposure to which is prohibited, limited or regulated by any Governmental Authority or which may or could pose a hazard to the health and safety of the owners, operators, Users or any Persons in the vicinity of the Project or to the indoor or outdoor environment; and
- (y) Soil, or surface water or groundwater, containing any of the Hazardous Materials as defined above.
- "Health and Safety Plan" means the plan prepared by the Design-Builder and approved by Developer.
 - "Indemnify" means indemnify, protect, defend and hold harmless.
- "<u>Indemnified Parties</u>" means the City and its respective successors, assignees of the Agreement, agencies, divisions, officeholders, elected officials, officers, directors, commissioners, agents, representatives, consultants and employees.
- "Intellectual Property" means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets (as defined by Defend Trade Secrets Act 18 U.S.C. § 1839(3)), designs (registered and unregistered), utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Project or Project design data.

Intellectual Property includes software used in connection with the Project and software source code. Intellectual Property is distinguished from physical embodiment of, and documentation disclosing, Intellectual Property.

"<u>IP Materials</u>" means, with respect to Intellectual Property, software, source code and other physical and electronic documentation related to the Intellectual Property, and includes all relevant commentary, explanations and instructions to compile source code, and all modifications, additions or substitutions made to such source code.

"Issued for Construction Documents" has the meaning given in Section 4.5.5.

"KCBC" means the Kansas City Building Code, Sec. 18-1 et seq. of the City's Code of Ordinances, as amended, supplemented or replaced from time to time.

"Key Contract" means Developer's contract with Clark-Weitz-Clarkson and Clark-Weitz-Clarkson's contract with the Architect.

"Key Contractor" means the Design-Builder and the Architect.

"<u>Key Personnel</u>" means the individuals identified in <u>Appendix 1-D</u>, or subsequently designated by Developer, to fill the following positions, or any successor individuals approved by the Owner:

- (z) Project Executive;
- (aa) Construction Manager;
- (bb) Architect of Record:
- (cc) Lead Project Structural Engineer of Record;
- (dd) Lead Project Mechanical Engineer of Record;
- (ee) Quality Manager;
- (ff) Design Quality Manager; and
- (gg) Construction Quality Manager.

"<u>Late Payment Rate</u>" means 2% per month (not compounded) or the maximum rate permitted by law, whichever is less.

"Law" or "Laws" means any statute, law, code, regulation, ordinance, by-law, rule, common law, judgment, judicial, administrative or executive order, decree, directive, or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any administration of any of the foregoing by, any Governmental Authority, which is applicable to or has an impact on the Project or the Work, whether taking effect before or after the Effective Date, including Environmental Laws, FAA grant assurances and the Airport's operating certificate, but excluding Governmental Approvals.

"<u>Lead Project Mechanical Engineer of Record</u>" means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

- "Lead Project Structural Engineer of Record" means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.
- "<u>LEED</u>" means Leadership in Energy and Environmental Design, a green building certification program administered by the Green Building Certification Institute that recognizes best-in-class building strategies and practices.
- "Losses" means any actual loss, damage, injury, cost, response cost, expense (including attorneys', accountants' and expert witnesses' fees and expenses, including those incurred in connection with the enforcement of any indemnity or other provision of the Agreement), fee, charge, judgment, penalty, fine, non-contingent obligation, or non-contingent liability.
 - "Material Change" has the meaning given in Section 4.5.6.5.
- "Minority/Women Business Enterprise" or "M/WBE" means an entity certified as such by the City Human Relations Department.
- "Minority Business Enterprise" or "MBE" has the meaning given in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances.
- "Missouri Sunshine Law" means Mo. Rev. Stat. §610.010, et seq., as amended, supplemented or replaced from time to time.
- "Move-In Contractor" means the Person hired by the City to coordinate transition and readiness operations on behalf of the City prior to Substantial Completion.
- "MOU" means that certain Memorandum of Understanding dated February 9, 2018 entered into between the City and Developer.
 - "myLCM" means HRD's internet-based prevailing wage reporting system and its protocols.
- "Notice of Termination for Convenience" means written notice issued by the Owner to Developer terminating the Agreement for convenience under Section 14.1.1.
- "Notice to Proceed" or "NTP" means the written notice issued by the Owner to Developer authorizing Developer to proceed with the Work.
- "Oversight" means monitoring, inspecting, sampling, measuring, auditing, attending, observing, testing, investigating and the like respecting any part or aspect of the Work, including all the activities described in Article 7.
- "Owner" means the City of Kansas City, a municipal corporation of the State of Missouri, through and on behalf of its Department of Aviation, in its capacity as owner of the Project and any entity succeeding to the powers, authorities and responsibilities of the Owner invoked by or under the Contract Documents.
- "Owner Change" means a change in the Project scope or specifications requested or required by the Owner.
 - "Owner Default" has the meaning given in Section 13.3.1.

"Owner-Caused Delays" means delays directly attributable to the following matters and no others, but only to the extent that the delays cannot be avoided by the Owner and are not due to the negligence, willful misconduct, breach of contract or violation of Law or Governmental Approval by Developer:

- (hh) Failure of the Owner to issue:
- (i) the NTP within fifteen (15) days after Developer satisfies the requirements in Section 2.2.3;
- (ii) A Certificate of Substantial Completion or to notify Developer in writing of the reasons why Substantial Completion has not been achieved;
- (ii) Failure or inability of the Owner to provide to Developer a non-exclusive right of entry to the Project Site pursuant to Section 5.1.1;
- (jj) Failure of the Owner to provide responses to proposed schedules, plans, Design Documents, and other Submittals and matters for which a response is required as an express prerequisite to Developer's right to proceed or act, within the time periods (if any) indicated in the Contract Documents, or if no time period is indicated, within a reasonable time, taking into consideration (a) the nature, importance, complexity, completeness and quality of the Submittal or matter and (b) the number of Submittals then pending for the Owner's response, following delivery of written notice from Developer requesting such action in accordance with the terms and requirements of the Contract Documents;
- (kk) Suspension of Work issued by the Owner pursuant to Section 13.2.5, to the extent that such suspension was not justified;
- (II) Owner's request for a rejection of a subcontractor bid award pursuant to <u>Section 4.6</u>, if such rejection is demonstrated by Critical Path analysis to delay the Work;
- (mm) Request by the Owner to remove or uncover portions of finished Work pursuant to Section 7.3 under the Agreement, to the extent the Work and materials thus exposed are determined to be in accordance with the requirements of the Contract Documents; and
- (nn) The Owner's taking control and possession of the Project pursuant to <u>Section 13.2.3</u> on the basis of a mistaken belief in the occurrence of a Developer Default; and
- (oo) City's wrongful refusal to execute a Change Order or issue a Change Directive to compensate Developer for a City act or omission that materially expands the Work or materially interferes with, delays, or increases the cost of performing the Work.

"Owner Contingency" has the meaning given in Appendix 1-A.

"Owner Submittal Review Period" has the meaning given in Section 5.3.2.

"Owner's Costs" means:

(pp) The reasonably required costs of any assistance, action, activity or Work undertaken by the Owner that Developer is liable for or is obligated to reimburse the Owner for under the terms of the Contract Documents, including the charges of third-party contractors and reasonably allocated wages, salaries, compensation and overhead of the Owner staff and employees performing such action, activity or Work; plus

- (qq) Reasonably required out-of-pocket costs the Owner incurs to procure any such third-party contractors; plus
- (rr) Reasonable fees and costs of attorneys (including the reasonably allocable fees and costs of the City Attorney's Office), financial advisors, engineers, architects, insurance brokers and advisors, investigators, risk management consultants, other consultants, and expert witnesses, as well as court costs and other litigation costs, in connection with any such assistance, action, activity or Work, including in connection with defending claims by and resolving disputes with third-party contractors.

"Owner's Environmental Obligations" has the meaning given in Section 5.5.

"Owner's Representative" means the individual in charge of the Project on behalf of the Owner, acting directly or through Owner's Authorized Representative(s), such representatives acting within the scope of the duties and authority assigned to them.

"Owner's Review Period" has the meaning given in Section 4.5.6.1.

"Panel Decision" has the meaning given in Section 6(a) of Appendix 4.

"Party" means Developer or the Owner, as the context may require, and "Parties" means Developer and the Owner, collectively.

"Payment Bond" means a payment bond in place as a condition to the Owner's issuance of the NTP, as set forth in Section 11.2.2.

"<u>Performance Bond</u>" means the performance bond in place as a condition to the Owner's issuance of the NTP, as set forth in Section 11.2.1.

"Plans" has the meaning given in Section 4.2.

"Person" means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Authority.

"Preliminary Building Permits" has the meaning given in Section 4.5.6.6.

"Preliminary Project Program" has the meaning given in Recital E.

"Prevailing Wage" has the meaning given in Section 8.9.2.1.

"Prevailing Wage Law" has the meaning given in Section 8.9.2.1.

"Product Data" has the meaning given in Section 5.3.1.1.

"Professional Services" means any work or service performed by a person or entity that provides any service or labor, directly or indirectly, to Developer, the Design-Builder, or any subcontractor (of all tiers) to the Design-Builder, which requires and which involves the application of any specialized knowledge, expertise, training, education, experience or license, including but not limited to a financial advisor, accountant, architect, engineer, lawyer, electrician, consultant, designer,

community outreach specialist, surveyor, public relations specialist, and the like, more particularly described in <u>Appendix 2-A-2</u>.

"Progress Payment Application" has the meaning given in Section 10.3.3.

"Progress Payments" has the meaning given in Section 10.3.1; and "Progress Payment" means any of them.

"Project" means the terminal modernization project.

"Project Contingency" has the meaning given in Appendix 1-B.

"Project Executive" means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

"Project Management Committee" means the committee established to provide Project management guidance to Owner, comprising one representative each of Developer, Owner and Airlines. The Project Management Committee's responsibilities include guiding the design process, developing and approving Project design, reviewing and approving construction drawings, and developing the Project budget; and overseeing execution and administration of the Project, including managing and recommending changes.

"Project Management Committee Member" means an individual selected by each of the Owner, Developer, and Airlines to represent such party's interests on the Project Management Committee.

"Project Management Plan" means the project management plan developed by the Design-Builder and approved by Developer.

"Project Records" has the meaning given in Section 15.1.

"<u>Project Schedule</u>" means the logic-based Critical Path schedule for all Work, as such schedule is prepared, revised, updated and submitted by Developer, and accepted by the Owner, in accordance with the Contract Documents.

"Punch List" means an itemized list of Work that remains to be completed within 90 days after Substantial Completion has been achieved, the existence, correction and completion of which will have no material or adverse effect on the normal, uninterrupted and safe use and operation of the Project.

"<u>Ouality Management Plan</u>" means the plan developed by the Design-Builder and approved by Developer for quality assurance and quality control of the Work.

"Ouality Manager" means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

"Readily Available Funds" means the (i) certification by the City's Director of Finance of funds available to fulfill the City's obligations under this Agreement (as the same may be amended from time to time), and (ii) the City's implementation of a commercially reasonably plan to fund or finance payment for the Work and all obligations under this Agreement.

- "Relief Event" means any of the following events, subject to other limitations and requirements that may be set forth in the Agreement for such events:
 - (ss) Force Majeure;
 - (tt) omitted;
 - (uu) Owner Change;
- (vv) The Owner's failure to perform or observe any of its material covenants, or obligations under the Agreement or other Contract Documents;
 - (ww) Owner-Caused Delays;
 - (xx) Differing Site Conditions;
 - (yy) Discovery of archaeological, paleontological or cultural resources at or on the Site;
- (zz) Discovery at or on the Site of threatened or endangered species under the federal or State endangered species act;
- (aaa) Issuance of a temporary restraining order or other form of injunction or legal order by a court that prohibits prosecution of any portion of the Work as a direct result of an act or omission of the City;
 - (bbb) Change in Law;
- (ccc) Increased cost of or delay to the Work resulting from the Owner's election to apply for or accept federal or State funds for all or part of the Project;
- (ddd) Discovery of Hazardous Materials, or release of Hazardous Materials by a party other than Developer, but only to the extent such discovery or release (i) occurs after the Effective Date; or (ii) renders use of the Site unsafe or in breach of applicable Law absent assessment, containment and/or remediation;
- (eee) Delays in receipt of required Government Approvals, but only to the extent not caused by Developer's delay, inaction or other failure to perform its obligations pursuant to this Agreement;
- (fff) Issuance of a rule, order or directive from the U.S. Department of Homeland Security, TSA, CBP, FAA or any other Governmental Authority to the extent such rule, order or directive requires specific changes in Developer's normal design or construction procedures in order to comply; and

Notwithstanding the foregoing, a Relief Event excludes any event or circumstance to the extent caused by the negligence, willful misconduct, or breach of applicable Law or contract by Developer.

"Relief Event Claim" has the meaning given in Section 9.2.4.

"Relief Event Notice" has the meaning given in Section 9.2.1.

"Resource Documents" means the collection of information, data, documents and other materials that the Owner has provided to Developer for general or reference information only and without

any warranty as to their accuracy, completeness or fitness for any particular purpose, all as set forth in Appendix 9. The Resource Documents are not Contract Documents.

"Revised Design and Reference Documents" has the meaning given in Section 4.5.3.

"Revised GMP" has the meaning given in Section 10.2.4.

"Revised Project Program" has the meaning given in Section 4.5.3.

"Safety Compliance" means any and all improvements, repair, reconstruction, rehabilitation, replacement and changes in configuration or procedures respecting the Project to correct a specific safety condition of the Project that the Owner or a Governmental Authority has reasonably determined to exist by investigation or analysis, if the condition exists despite compliance with Safety Standards.

"Safety Compliance Order" means a written order or directive from the Owner to Developer to implement Safety Compliance.

"Safety Standards" means those provisions of the Contract Documents the Owner considers, in its good faith discretion, to be necessary measures to protect public safety or worker safety.

"Samples" has the meaning given in Section 5.3.1.1.

"Schedule of Values" means the design and construction schedule of values incorporated into the Preliminary Project Program, attached as Appendix 1-A, which allocates values for the various components of the Work by area and building component.

"Scheduled Substantial Completion Date" means the date shown on the Project Schedule for achieving Substantial Completion of the Project, as such date may be adjusted from time to time in accordance with the Contract Documents.

"Shop Drawings" has the meaning given in Section 5.3.1.1.

"Site" means the real property (which term is inclusive of all estates, easements, leases and other interests in real property, whether temporary or permanent), improvements and fixtures upon which the Project will be constructed, as depicted in Appendix 1-E. The term includes all air space within the applicable vertical limits and all surface rights within the applicable horizontal limits, but excludes all other airspace.

"State" means the State of Missouri.

"Steering Oversight Committee" means the Director of Aviation and the Airline Representative.

"Submittal" means Shop Drawings, Samples and Product Data, or any document, work product or other written or electronic end product or item required under the Contract Documents to be delivered or submitted by Developer to the Owner.

"<u>Substantial Completion</u>" means the occurrence of all events and satisfaction of all conditions set forth in <u>Section 7.4</u>, as and when confirmed by the Owner's issuance of a Certificate of Substantial Completion in accordance with <u>Section 7.4</u>.

"Substantial Completion Conditions" has the meaning given in Section 7.4.

"Substantial Completion Date" means the date upon which Developer achieves Substantial Completion.

"Substantial Completion Long Stop Date" means the outside date by which Developer must achieve Substantial Completion, which is 365 days after the Scheduled Substantial Completion Date.

"Substantial Completion Review Period" has the meaning given in Section 7.4.

"Supplier" means any Person not performing Work at or on the Site that supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project to Developer or to any Contractor in connection with the performance of the Work. Persons who merely transport or deliver materials, parts or equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site.

"<u>Surety</u>" means any surety company or insurance company that meets the requirements of <u>Sections 11,2.1</u> and <u>11.2.2</u> and issues any Payment Bond or Performance Bond.

"System" means a building system or a utility.

"Tax" or "Taxes" means federal, State, local or foreign income, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental, customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work or act, business, status or transaction of Developer, including any interest, penalty or addition thereto, in all cases whether disputed or undisputed.

"Term" means the period commencing on the Effective Date and ending on the Termination Date.

"Termination by Court Ruling" has the meaning given in Section 14.3.2.

"Termination for Failure to Finance" has the meaning given in Section 14.3.3.

"Termination Date" means: (a) means the date when a final Certificate of Occupancy has been issued for the Project and all Punch List items have been completed; or (b) if applicable, the Early Termination Date.

"Termination for Convenience" has the meaning given in Section 14.1.1.

"<u>Threshold Issues</u>" means any issues that materially affect Airline operations, Project Schedule, or Project scope, or that affect the payments required of the Airlines under the Airline Use and Lease Agreement.

"<u>Third-Party</u>" means a Person other than the Owner, the Developer, or their respective Agents or Contractors.

"<u>Third-Party Claim</u>" means a Claim asserted by a person other than the Owner, the Owner Indemnified Parties, Developer, the Design-Builder and their respective subcontractors.

"Third-Party Intellectual Property" has the meaning given in Section 4.10.2.

"Transportation Security Administration" or "TSA" means the agency of the U.S. Department of Homeland Security responsible for airport passenger screening and security, and any successor agency.

"<u>User(s)</u>" means any user of the Airport, including (a) members of the general public, (b) members of the traveling public, (c) the Owner, (d) TSA, (e) FAA, (f) CBP (g) the Airlines, (h) employees, contractors and/or service providers, as applicable, of any User identified in <u>clauses</u> (c) <u>through (g)</u> of this definition of "User," (i) any security and emergency personnel using the Airport, and (j) any other Person who can be reasonably be expected to use the Airport from time to time, but excluding Developer.

"<u>Women Business Enterprise</u>" or "<u>WBE</u>" has the meaning given in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances.

"Work" means all of the labor, services and obligations required to be furnished, performed, provided or discharged by Developer, its Agents, Contractors or subcontractors of any tier under the Contract Documents, including all administrative, design, engineering, construction, and payment to third parties.

APPENDIX 1-A PRELIMINARY PROJECT PROGRAM



KANSAS CITY INTERNATIONAL AIRPORT



This document is CONFIDENTIAL and PROPRIETARY and is protected from disclosure under Chapter 610, RSMo, the Sunshine Law. Disclosure of this document will cause severe and irreparable harm to the business operations of Edgemoor Infrastructure & Real Estato, Clarks/Weitz/Clarkson a JV and their parents and subsidiaries. This document is intended only for the use of Kansas City Aviation Department. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this document is strictly prohibited. If you have received this document in error, please notify Geoff Stricker immediately at geoffry.stricker(s) edgemoordevelopment.com and delete this document from your computer or destroy any print copies that have been made.

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Kansas City International Airport Terminal Modernization Project Executive Summary

The Edgemoor Team, comprised of core partners Edgemoor Infrastructure & Real Estate, Clark/Weitz/Clarkson, a Joint Venture, and Skidmore, Owings & Merrill, as well as numerous other partners, is committed to supporting the City of Kansas City, Missouri (the City) in its endeavor to make the Kansas City International Airport Terminal Modernization Project (New Terminal Project) a transformational project for the region. Together we will execute a development that engages and employs stakeholders in the design and construction of a new terminal that is operationally efficient and provides a world-class passenger experience for Kansas City residents and its visitors.

PATH TO THE DEVELOPMENT AGREEMENT & PRELIMINARY PROJECT PROGRAM

Beginning with Edgemoor's selection as Developer for the New Terminal Project in September 2017, the Edgemoor Team provided robust support to the City in its effort to pass the referendum to build a new single terminal that would replace the existing three-terminal configuration at Kansas City International Airport (KCI).

Following the successful passing of the referendum on November 7, 2017, the Edgemoor Team commenced several efforts, in parallel, through January 2018, including:

- Working with the City to arrive at an acceptable 'bridging agreement', referred to as the Memorandum of Understanding (MOU), which would enable the Edgemoor Team to begin working in earnest to develop and design the new terminal;
- Holding community design workshops in each City Council district and in Johnson County, KS to engage airport users in the scoping, planning and preliminary design of the new terminal; and,
- Partnering with the Kansas City Aviation Department (KCAD), the Airlines' Technical Representative (ATR), and representatives for each of KCI's current Airlines (Airline Representatives) to begin the process of validating the new terminal planning prepared prior to the referendum vote (planning known as Exhibit K).

Since the City Council's approval of the MOU on February 8, 2018, the Edgemoor Team has worked in collaboration with KCAD and their Owner's Representative, Paslay Management Group (PMG), to advance the project to the next major milestone, which is execution of a **Development Agreement** with the City. The Development Agreement will be the primary contract between the City and Edgemoor and sets forth the terms of agreement for completion of the design, procurement and construction of the new terminal and associated infrastructure.

The Development Agreement is supported by the **Preliminary Project Program**, the latter of which is hereby submitted with the transmittal of this document and further described below.

Concurrent with the efforts to develop the Preliminary Project Program with the KCAD, PMG, the ATR and Airline Representatives, the Edgemoor Team also maintained its promise to be transparent and open about the development process and began its work to empower small, minority-owned and womenowned businesses (M/WBE) to participate in the development of the new terminal. In addition to monthly updates to the City Council's Airport Committee, some of the Team's ongoing community outreach and team-building efforts from February through September 2018 have included:

- Presenting New Terminal Project updates to numerous community and civic organizations;
- Preparing monthly written updates, circulated via hard copies at presentations as well as via emails to the large database of registered businesses and individuals. These monthly updates can be found at kci-edgemoor.com;

- Establishing a New Terminal Community Ambassadors group of 20 organizations from across the metro-area whose constituents have a vested interest in the project;
- Holding open house events to provide a progress report to residents and show how input from the initial community design workshops is being incorporated in the new terminal design;
- Beginning to build a project team with local talent, including 51 local businesses (33 M/WBE firms)
 engaged to date;
- Completing a Community Workforce Agreement with labor unions and providing concerted outreach and support to M/WBE firms interested in working on the project;
- Partnering with Lead Bank to provide low-interest loans for small businesses on the project team;
 and,
- Graduating the first class of Strategic Partnership Program students, all owners of small, veteran
 or M/WBE businesses. The SPP is a six-month training course to help small businesses owners
 grow their firms.

The Edgemoor Team will continue these efforts as the project progresses, executing a development that has a legacy impact for the City.

PRELIMINARY PROJECT PROGRAM

The Preliminary Project Program is a compilation of documents that define the scope, cost and schedule of the New Terminal Project as collectively agreed upon by the KCAD, PMG, the ATR, Airline Representatives, and the Edgemoor Team to the best of our knowledge at this stage of the project.

Scope

Program Validation

The path to completion of the Preliminary Project Program began with a comprehensive program validation effort. This effort included detailed evaluation of the Design Day Flight Schedule (DDFS), review of responses to questionnaires and in-person interviews with building tenants, KCAD and Airline Representatives, as well as numerous design models and focus-area studies by airport planning experts. As a result of this thorough investigation, KCAD, the ATR and Airline Representatives determined the need for several major program changes from Exhibit K, including:

- Increasing new terminal capacity from 35 to 39 gates;
- Increasing terminal gross square footage from approximately 753,000 to 1,093,000 sf to meet requirements for additional space in the gate lounge areas, at the security screening checkpoint, for the baggage handling system, for premium lounges, and for general terminal operations;
- Increasing aircraft remain overnight (RON) stands from 19 to 25 stands;
- Preparing for anticipated future growth by designing the new terminal facilities to include processing infrastructure and expansion capacity to support up to 42 gates; and,
- Increasing the number of deicing stations from 10 to up to 15 and improving deicing functionality by eliminating overlap of RON stands and deicing stations.

Concept Design

Upon completion of the program validation efforts, the team developed a comprehensive initial Basis of Design (BOD), which then guided the development of the Concept Design Package. (The Concept Design Package included an updated BOD and conceptual design drawings.) Cost modeling and budget estimates followed the development of the Concept Design Package, completed in June 2018. Since June, we have worked extensively with KCAD, the ATR and Airline Representatives to refine the cost and scope of the

Project. The scope refinements and improvements have been incorporated into an Updated Concept Design Package (with an updated BOD and conceptual design drawings), which are dated September 28, 2018 and listed in detail in the **Design and Reference Documents** section of this document (Tab 6).

The **Project Narrative** (Tab 2) is a description of the scope of the project. The **Design Review Matrix** (Tab 7) records all KCAD, PMG and ATR comments on the initial (June 2018) version of the Concept Design Package, along with the Team's responses to those comments. The resolution of some comments is noted as pending further advancement of the design.

Cost

The Preliminary Project Program budget is described in the **Schedule of Values** (Tab 3) and reflects the Updated Concept Design Package and information derived from the marketplace through consultations with subcontractors and suppliers. The list of **Clarifications** (Tab 5) further defines the scope of work covered by the budget and includes procurement and scope clarification items provided by the ATR and Airline Representatives.

Schedule

Also submitted with this Program is the Preliminary Project Summary Schedule (Tab 4). While the schedule sets the new terminal opening date in January 2023, the ability to meet such a schedule is subject to several influential factors, including: the ability to compress the duration of development of the early design deliverables to meet critical early material delivery schedules; the ability to effectively procure critical early-lead time items on such design documents in a satisfactory manner; the ability to start the work in the near term through execution of the Development Agreement and approval of the Environmental Assessment; and, importantly, market conditions and capacity.

Path Forward

A tremendous amount of work has brought us to brink of launching construction on a new airport terminal for Kansas City. The Edgemoor Team appreciates the dedication and hard work that KCAD, PMG, the ATR, and the Airline Representatives have brought to this effort, and we look forward to working in collaboration to realize the goal of delivering a new terminal and world-class passenger experience to Kansas City.

Sincerely,

Geoffrey Stricker Managing Partner

Edgemoor Infrastructure & Real Estate

Gerth Milser



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Project Narrative

OVERVIEW

A new, single Terminal for Kansas City, Missouri is a project of immediate and enduring value which meets the needs of airport operators and the public. The project will reflect the proud pragmatism and progressive spirit of the city and the region, with a particular focus towards customer convenience and access to modern technologies. The project will improve air service efficiency, provide flexibility for future growth, right-size facilities and infrastructure according to KCI's aviation forecast, and be constructed to minimize disruption to airline operations and passenger services.

The existing airport (IACTA Code: MCI), commonly referred to as Kansas City International (KCI) airport, was planned in the late 1960s and opened for passenger traffic in 1972 with three horseshoe-shaped Terminals: A, B and C. KCI is predominantly an origin and destination (O&D) airport, with limited international or connecting air service. The new Terminal will more efficiently serve O&D traffic, while facilitating increased transfer service between flights and expanding international flight capability.

The new Terminal will be constructed on the site of Terminal A, which is currently non-operational and will be demolished. This will allow for minimal disruption to current operations, on-going in Terminals B and C, during construction.

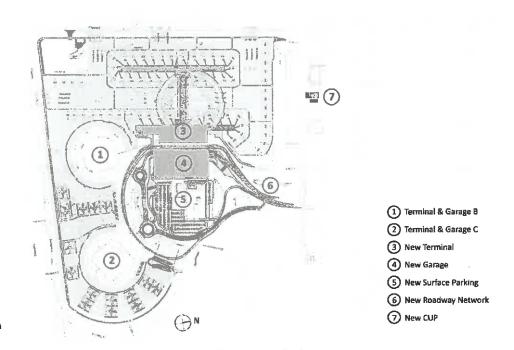
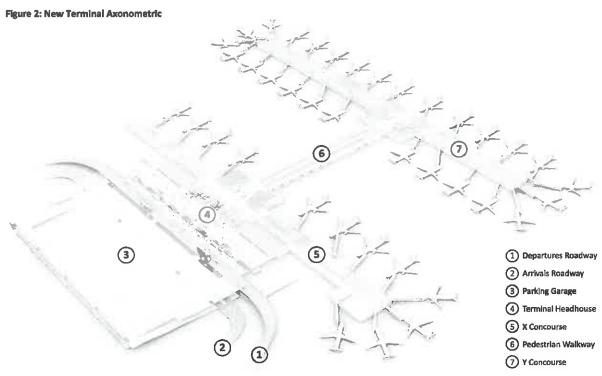


Figure 1: KCI Site Plan

The approximately 1,093,000 square foot facility consists of thirty-nine (39) contact gates, with the capability to expand to forty-two (42) contact gates. The head house is planned to accommodate processing capacity for a 42-gate level of activity with minimal disruption as security processors are added. The gates can support a range of aircraft from Group I to Group V and includes four (4) international-capable gates, which can accommodate two (2) wide-body aircraft.

Along with the new two-level Terminal, there will be airside improvements and new Arrivals and Departures curbs. The project includes a new 16,000 square foot Central Utility Plant and a new parking garage. The garage includes two commercial vehicle curbs for buses, shuttles, transportation network companies, taxis, and limousines. Existing surface parking in the center of the airport will be re-planned. The airport roadway network will be

modified to provide seamless access to the new Terminal, garage, surface parking, and related airport facilities. Airline and passenger operations will transfer from Terminals B and C to the new Terminal upon completion of construction and commissioning. The existing Terminal B garage will be connected to the new Terminal by way of a new pedestrian walkway.



TERMINAL

The Terminal footprint forms the letter "I". Contact gates are located on two concourses set parallel to the head house. The concourses are connected by a pedestrian walkway. The outer "Y" concourse (west) is dual-loaded with twenty-seven (27) contact gates. The Inner "X" concourse (east) is a combination single-loaded and dual-loaded concourse with twelve (12) contact gates. The pedestrian walkway is a two-level connector with moving walkways on the passenger level and baggage handling make-up at the ground level. The Terminal layout allows expansion of the inner concourse and head house to the south.

Arrivals Level

Arrival and Departure operations are split between two levels of the Terminal. The non-secure area of the lower, Arrivals level contains baggage claim, airline baggage service offices, a United Services Organizations (USO) lounge, and an area for meeters and greeters. The secure area of the Arrivals level contains Customs and Border Patrol (CBP) and Federal Inspection Services (FIS) operations to process international arrivals, baggage handling (CBRA, CBIS, outbound make-up, and inbound systems), and ramp control. The CBP area is a standalone space with FIS and an independent inbound baggage system, baggage claim area, and sterile passenger circulation. In addition, the secure area provides back-of-house support space for Transportation Security Administration (TSA), airport and airline operations, retail and concessions, and mechanical and electrical equipment. A loading dock for goods delivery and trash removal is provided at the north end of the inner "X" concourse.

Departures Level

The upper level of the Terminal contains Departures functions as well as circulation to and from gates. The non-secure (east) area of Departures includes passenger ticketing, airline ticket offices (ATOs), baggage drop, and circulation along the front interface of the Terminal. Additional check-in and baggage drop desks are provided at the Departures curb. The non-secure area is connected to the secure area of the Departures level by an eighteen

(18) lane security checkpoint and secure corridor. Secure, airside functions include gate hold rooms, retail and concessions, a common-use premium lounge, children's play areas, areas for dwell, restrooms, and passenger circulation.

The Departures level has two (2) concessions nodes on the secure side of the security checkpoint, located at either end of the pedestrian walkway. The passenger corridor connects the inner X and outer Y concourse nodes with moving walks, while offering ample views to the airside. Shell space for two future 10,000 square foot premium lounges has been provided on the roof level above each concessions node. In addition, the secure area provides additional support space for TSA, airport operations, and airline operations.

In addition to an automated baggage screening facility meeting TSA's latest standards, the project scope includes robust IT infrastructure that can support a range of "smart" technologies that can be implemented by KCI, the airlines, and

TALL GATEST
Figure 4: Gate Hold Room

concessionaires. As a major civic building, it will incorporate works of art, as well as other amenities and elements of Kansas City identity, such as water features or fountains. The project will be designed and built to achieve LEED Gold certification and will be compliant with the Americans with Disabilities Act (ADA) design guidelines and requirements.

AIRSIDE

The airside scope of work includes demolishing, repaving, and restriping of the existing apron area and vehicle service roads (VSR) to align with the position of the new Terminal concourse and gates. In addition, the existing taxilane and taxiway network will be reconfigured to provide aircraft with efficient access between movement and non-movement areas. A new centralized deicing operation and infrastructure for electric ground service vehicles (eGSE) will provide additional airside operational support. The scope includes relocating existing utilities and services, construction of new utility services, airfield lighting and guidance signage, and communication infrastructure within the project boundary.

Apron & Taxilane Network

An updated taxilane network will facilitate aircraft movement and accommodate a range of aircraft sizes. Aircraft parking aprons and gates are designed for Group III category aircraft, with a number of gates capable of handling larger Group V aircraft. Contact gates on the east side of the outer Y concourse and west side of the inner X concourse are adjacent to two (2) ADG III-capable taxilanes. An additional ADG V-capable centerline is provided in these taxilanes. The remaining contact gates are accessed by a mix of single and dual taxilanes. The non-movement area connects to the taxiway system through three (3) airside entrance points onto the north/south-oriented Taxiway "B" and one (1) southern point onto the east/west-oriented Taxiway "D". Twenty-five (25) Remain Overnight (RON) aircraft parking positions are provided in proximity to the new Terminal. The non-movement area, including the new deicing operation, will be monitored and controlled by virtual ramp control

operation, supported by a network of cameras. Space has been allocated on the lower level of the outer Y concourse for the virtual ramp control operation and infrastructure.

Deicing Operations

A separate, independent aircraft de-icing operation inclusive of deicing positions, spent glycol collection, glycol storage, and vehicle parking has been accommodated around the existing Terminals B and C apron. The facility will be designed to support thirty-nine (39) aircraft deicing operations in a one-hour period and fifteen (15) deicing positions.

The proposed deicing positions are located in between Terminals B and C and the south and east sides of Terminal C. The positions will utilize existing apron pavement. Existing pavement markings will be removed, and the area will be restriped with new markings to delineate the new deicing positions. The existing glycol collection system in this area will convey glycol contaminated runoff west from the Terminal B and C apron. South of the proposed Terminal inner concourse, a new glycol collection line will intercept the existing conveyance system and convey the runoff north to existing glycol storage retention basins. Rehabilitation of the retention basins and provisions for mechanical aeration are included in the glycol collection system scope of work, ensuring odor control and KCAD compliance with its NPDES Stormwater Permit. The deicing operation will be supported by two areas designated as Site 1 and Site 2.

Site 1 (deicing truck parking) is located at the northernmost apron area between Terminal B and C, between the proposed blast fence and International Circle access loop.

Site 2 (glycol storage and distribution and additional deicing truck parking) is located at the northern area east of Terminal C and west of Taxiway J at the intersection of the Terminal C apron. Site 2 will be provided with a new water main and conduit for new electrical service and fiber-optic cable.

eGSE

KCAD has stated their decision to start transitioning from gas powered GSE vehicles to a full electric powered GSE vehicle (eGSE) operation in a phased approach. The first phase of implementation is included in the project scope, consisting of one dual-cable/port charger provided at each contact gate. In addition, 20 dual-cable/port chargers will be provided in the baggage make-up area.

Airside Utilities & Services

Apron demolition, regrading, and repaving significantly impacts existing airside storm water infrastructure, utilities, and services, particularly those serving the Aircraft Rescue and Firefighting (ARFF) facility. Impacted utilities and services include: domestic water, sewer, storm water, glycol, natural gas, electrical, communications, and hydrant fueling.

The overall apron drainage system will utilize new and existing infrastructure for storm water collection and conveyance. Existing storm box culverts will remain and will be utilized in the new collection design. The storm water design includes provisions for a roof drainage system and a pavement underdrain system. Existing detention ponds will be evaluated to handle the new storm water collection and conveyance.

The existing sanitary sewer, domestic water, and natural gas main servicing the ARFF must be replaced due to their proximity to new apron elevations. An existing sanitary sewer pump station servicing the ARFF will also be relocated as part of this scope of work. A separate sanitary sewer main will be installed for the new Terminal. Terminal B currently provides electrical and communication service to the ARFF. New cable and conduit for these services will be provided from the new Terminal to the ARFF.

Similar to the Landside utilities, a portion of the existing, active hydrant fueling transfer mains will be relocated out of the footprint of the new Terminal, providing continued service to Terminals B and C during construction. These

replacement lines will also serve as the fuel supply for the new Terminal. Fuel will be provided to the gates by connecting to the relocated transfer mains and installing a single line bi-directional, looped piping system.

Airfield Lighting

The Airfield Lighting Electrical Vault is located in basement level of KCl's existing Central Utility Plant. The existing west route duct bank infrastructure for both the KCAD airfield circuits and the FAA circuits runs from the electrical vault, beneath the proposed parking garage, and under the north edge of the proposed apron. Relocation work will be required for the duct bank to avoid the new parking garage and construction of new entry roadway lanes. Additional relocation is required for a portion of the existing duct bank in the north apron area, where new RON parking apron extends over the duct bank's existing location. Existing circuits and fiber optic cable will be relocated and spliced or re-pulled.

Existing taxiway and taxilane edge lighting and center lighting will be removed as part of the pavement demolition and taxiway/taxilane changes. Taxiway and taxilane centerline in-pavement reflectors and/or centerline lighting will be installed as required. Likewise, existing airfield guidance signage will be removed as necessary by pavement demolition and new guidance signage installed as required with the new pavement.

LANDSIDE

The landside scope of work includes a new parking garage structure, central utility plant, new at-grade Arrivals roads, an elevated roadway to Departures, roadway network reconfiguration, surface parking, roadway lighting, roadway signage updates, and underground utility relocations.

Parking Garage

With considerations for future mass transit (Bus Rapid Transit, rail, etc.) connectivity and the multitude of transportation services being provided, the proposed parking garage will effectively function as a transportation center at the new Terminal.

The new, approximately 6,300-space parking structure is located directly across from the new Terminal. The seven-level, parking structure will be an open structure, with a façade design complementary to the Terminal architecture. Valet pick-up and drop-off occurs on Garage Level 1 (Arrivals Level). The Arrivals level of the garage includes a covered, commercial curb connected to the two-level Terminal.





There are two (2) roadway crosswalks at each of the Arrivals and Departures. Five (5) additional levels of parking in the Garage are located above the Departures level. Revenue management and parking guidance systems are included in the program.

The program also includes an 874-space close-in surface parking lot. The close-in surface parking lot will be on the east side of the garage and includes a functionally separated 150 space employee parking lot for KCI Airport Police, other KCAD staff parking, and secured FAA employee parking for the Air Traffic Control Tower (ATCT).

Central Utility Plant

A qualitative conditions assessment of the existing Central Utility Plant (CUP) determined KCI would benefit from constructing a new CUP, as opposed to reusing the existing CUP and infrastructure. The new CUP is sited on a greenfield at the northwest corner of the intersection of Mexico City Avenue and Paris Street. The CUP will provide chilled water, hot water, and electrical service to the Terminal.

Chilled water and hot water will be produced via new chillers/cooling towers and boilers, respectively. Electrical service will be provided by separate feeds from existing substations at Tel Aviv and the TWA Overhaul Base. Both feeders will route to the new CUP and will be distributed downstream from the new CUP in a single loop to the Terminal, new Garage and existing CUP. Emergency power will be accomplished with generators distributed around the apron. The existing CUP's electrical infrastructure will be utilized to increase service reliability and electrical redundancy to the new Terminal. In addition to floor space for chillers, boilers, and an electrical vault, the new CUP will include offices, locker rooms, workshop space, and restrooms.

The existing CUP will remain in service during construction, providing continuous chilled water service, electrical service and fiber-optic communication to Terminals B, C, and other airport facilities. The proposed Parking Garage is in direct conflict with the chilled water pipes, electrical duct bank and cable, and fiber-optic duct bank and cable distributed from the CUP to existing Terminals A and B. Therefore, the existing pipes, duct banks, and cables will be rerouted to maintain operational service for Terminal B during construction.

Elevated Roadway

New roadways will be constructed on the entrance side of the new Terminal. An elevated roadway structure will provide vehicular access to the Terminal's Departures curb. An at-grade roadway will provide vehicular access to the lower level Arrivals curb. The upper Departures and lower Arrivals roadways will each contain four (4) lanes of traffic. Two (2) pedestrian crosswalks at each roadway level facilitates passenger flow between the Garage and Terminal.

Roadway Network Reconfiguration

A section of Bonn Circle, which provides service roadway access to the existing Terminals and surface parking lots, lies within the footprint of the new Terminal and Garage. Prior to the demolition of this section of roadway, new "Eastern Access" roadways will be constructed. The "Eastern Access" roadway approach reroutes vehicular access to Terminals B and C during construction and will remain as the final roadway configuration. This scope of work includes construction of a new segment of roadway connecting inbound Cookingham Drive traffic with the northern end of International Circle. New roundabouts will be constructed at Terminal B and C, and International Circle will be restriped and resigned for two-way traffic. In addition to new roadways and roundabouts, new landscaping will be provided within the project boundary. Landscaping improvements will respond to KCAD's airport beautification initiative and the project's sustainability goals.

Roadway Signage Updates

Existing wayfinding and informational signs will be modified to reflect temporary construction access to Terminal B, Terminal C, and surface parking. Temporary pavement markings will be provided and roadway and parking lot lighting elements adjusted. Modifications to the existing roadway lighting system will be made to maintain lighting to Terminals B and C and to provide lighting for the new roundabouts and roadway improvements associated with

the "Eastern Access" configuration. New roadway signage will be provided for wayfinding to the new Terminal and Parking Garage.

Utility Relocations

Utilities and building services are circulated and distributed to the existing Terminals from a utility corridor beneath Bonn Circle. Similar to the service roadway, the utility corridor lies within the footprint of the new Terminal and Garage. Relocation of utilities and services in conflict with new construction and utility relocations are necessary to allow "Eastern Access" roadway improvements. This work will be completed prior to the start of Terminal construction, maintaining operational capabilities of Terminals B and C, the ARFF Station, and other airport facilities. The new utility corridor will be located east of the new Garage and will contain the following relocated utilities:

- Aviation Fuel
- FAA/KCAD Duct Bank and Cable
- Chilled Water
- Fiber Optics
- Electrical
- Natural Gas

- Sanitary Sewer
- Storm Sewer
- Water

All utilities serving Terminal A will be disconnected, or "cut and capped", prior to demolition of Terminal A and Garage A. Existing utilities not necessary to maintain operability of Terminal B, Terminal C and the ARFF Station shall be removed or abandoned. These facilities will remain fully operational during construction.



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EXCLUDING FINANCE COSTS

DEVELOPMENT COST		
SITE CONSTRUCTION	\$	230,466,200
CONCRETE	\$	150,962,200
MASONRY	\$	12,353,050
METALS	\$	121,645,390
WOODS & PLASTICS	\$	31,475,730
THERMAL & MOISTURE PROTECTION	\$	37,895,051
DOORS & WINDOWS	\$	48,580,000
FINISHES	\$	77,782,650
SPECIALTIES	\$	12,777,100
EQUIPMENT	\$	73,477,740
FURNISHINGS	\$	4,455,240
CONVEYING SYSTEMS	\$	21,776,380
MECHANICAL	\$	145,845,380
ELECTRICAL	\$	196,380,920
DESIGN	\$	100,660,250
SUBTOTAL	\$	1,266,533,281
DEVELOPMENT COST		
MISC. CONSULTANTS	\$	5,408,000
COMMISSIONING CONSULTANTS	\$	2,000,000
TESTING & INSPECTIONS	\$	5,800,000
LEGAL/ACCOUNTING/INSURANCE COSTS	\$	1,700,000
SPV BUDGET	\$	2,016,000
PREDEVELOPMENT FINANCING	\$	750,000
GENERAL & ADMINISTRATIVE	\$	6,815,560
FIXED DEVELOPMENT MANAGEMENT FEE	\$	22,000,000
SOFT COST CONTINGENCY	\$	3,000,000
SUBTOTAL	S	49,489,560
EDGEMOOR TOTAL	\$	1,316,022,841
OWNER CONTINGENCY	\$	41,400,000
PROJECT CONTINGENCY		, ,
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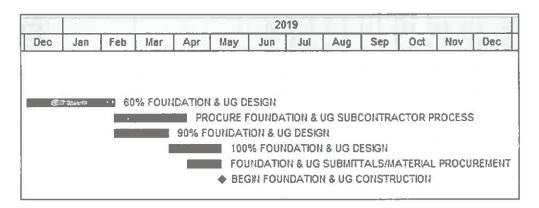
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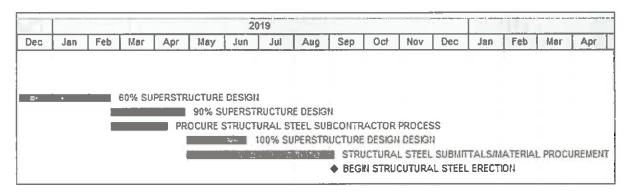
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Preliminary Project Schedule Clarifications

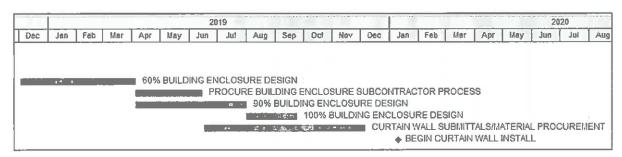
Following are several examples of risk to project success contained in the Preliminary Project Schedule: FOUNDATIONS & UNDERGROUND:



STEEL SUPERSTRUCTURE:



BUILDING ENCLOSURE:



Clarifications:

 The enabling work including fencing, maintenance of traffic, abatement and demolition of Terminal 'A' is scheduled to begin in early December 2018 following the anticipated receipt of the approved Environmental Assessment.

- 2. The schedule is based on a fast-track design-build process where critical scopes of work will be procured, permitted and constructed before the design is completed for the entire project. The schedule relies on timely and comprehensive design reviews and decision making by all the stakeholders to streamline an efficient build.
- The schedule is based upon starting the Schematic Design phase in early December 2018. This is
 the critical path for the terminal construction to allow for the start the foundations and
 structure in the field when scheduled.
- 4. The schedule allows for a 30-day permit review process and assume multiple phased permit issuances, including: i. deep foundations; ii. at-grade concrete foundation systems; iii. concrete superstructures; structural steel superstructures; iv. underground utilities and v. building enclosure systems.
- 5. The schedule requires the relocation of the valet parking area in the Terminal A garage by December 3, 2018 and the closing of Parking Lots E1 & E2, as well as rerouting the traffic on Bonn Cir., by April 1, 2019.
- 6. The schedule contemplates a hybrid steel and concrete structure in the terminal. A concrete podium will be located beneath head house and retail nodes where the storm shelters are proposed. The remaining structure will be steel.
- 7. The schedule includes 60 days of schedule allowance for the delivery of the new terminal for weather impact based on a weather data collected from the National Oceanic and Atmospheric Administration (NOAA). This time is included as activities tied to the longest path for the terminal, garage and sitework.
- 8. The ORAT process, which will be led by PMG, begins with the Concept Phase and progresses through all phases of design, construction and into the Warranty Phase. Owner provided training (SOP, Orientation and Familiarization) will occur at the same time as the Contractor provided training, (contract required O&M training) therefore, scheduling of training shall be coordinated by the DB and ORAT Team. Sufficient time will be allowed, pre- and post-substantial completion, for the ORAT Process, trials, simulations and Stakeholder transition into the new facilities. This time period will be determined at a later date.
- 9. Based on discussions with baggage subcontractors, the schedule allows for 60 calendar days of testing of the baggage handling system by the TSA. The schedule also allows for 60 calendar days of testing of the security screening checkpoint equipment.

- 10. The schedule contemplates leaving the existing parking garage foundations and slab-on-grade in place where feasible.
- 11. The schedule is based on the concept that the existing storm-water culvert that runs beneath the existing Terminal A and Garage (and will run beneath the new terminal) will remain in service without substantial modification.
- 12. The schedule does not contemplate building new parking lots for the relocation of the existing parking facilities, i.e. valet or taxis.
- 13. The schedule plans for relocating passenger vehicular traffic to the eastern-flow approach after the enabling road-work is complete.
- 14. The schedule does not account for handling and remediation of hazardous materials or other unforeseen conditions, including impacts that may arise from the work of an archeological investigation, other than the abatement in the existing Terminal A.
- 15. Any work to be provided by a consortium or third-party vendor shall be provided in accordance with the schedule.
- 16. The schedule anticipates a single-day, coordinated switch-over of operations from existing terminal to the new terminal.



This document is CONFIDENTIAL and PROPRIETARY and is protected from disclosure under Chapter 610, RSMo, the Sunshine Law. Disclosure of this document will cause severe and irreparable harm to the business operations of Edgemoor Infrastructure & Real Estate, Clark/Weitz/Clarkson a JV and their parents and subsidiaries. This document is intended only for the use of Kansas City Aviation Department. If you are not the Intended recipiont, you are hereby notified that any dissemination, distribution, or copying of this document is strictly prohibited. If you have received this document in error, please notify Geoff Stricker immediately at geoffry.stricker.@edgemoordevelopment.com and delete this document from your computer or destroy any print copies that have been made.

The Preliminary Project Program is based upon the draft KCI AIRPORT TERMINAL MODERNIZATION PROJECT DESIGN-BUILD AGREEMENT Between EDGEMOOR INFRASTRUCTURE & REAL ESTATE II LLC and CLARK/WEITZ/CLARKSON, A JOINT VENTURE and the documents prepared by SOM and their respective consultants, which are identified in the Tab 6 of the Preliminary Project Program.

Clark/Weitz/Clarkson's (CWC or Contractor) current understanding of the project schedule and scope of work is based on the Preliminary Project Program, including the clarifications listed below.

GENERAL

- In the event of any conflicts between the Updated Concept Basis of Design and Updated Concept Design Drawings (collectively, the Updated Concept Design Package) and this document, this document governs.
- 2. The Preliminary Project Program is a cumulative proposal and is not a line item guarantee of costs, therefore Clark/Weitz/Clarkson is not guaranteeing any individual entry or cost as shown.
- Utility company usage charges, tap fees, assessments, donations or cash deposits, including temporary utilities, for work associated with permanent electrical power, water and sewer availability fees, telephone service and gas services to the project will be paid for by KCAD.
- 4. Electric utility company charges for work associated with permanent power, primary electrical service, duct banks, transformers and vaults for the project will be paid for by KCAD. We have not included any additional costs for requirements which might be imposed by the local utility company.
- 5. Direct costs or fees paid to the FAA, CBP or TSA, for items such as the studies related to the FAA reimbursable agreement, will be paid for by KCAD.
- 6. The operational and maintenance costs for any existing equipment to remain in operation during construction will be provided by KCAD.
- 7. CWC will be allowed to use the Mexico City Co-location office, parking areas and proposed laydown/site areas without cost or charges. CWC will maintain its space and provide for janitorial services within its space. KCAD will be responsible for operating and maintaining the facility systems and equipment to keep the building in good operating conditions.
- 8. CWC will be responsible for repairs to streets or parking lots that are necessary as a result of negligent actions of CWC. CWC will be responsible for costs arising from CWC operations including cleaning storm sewer lines subjected to dirt and debris from project site. Costs arising from street or parking lot repair or maintenance resulting from normal use of existing facilities will be paid for by KCAD. CWC will install and maintain temporary construction lots. Upon completion of the project, these temporary facility improvements will be returned in the condition found prior to when the temporary facility work commenced, unless directed otherwise by KCAD.

- The Preliminary Project Schedule has been developed in conjunction with KCAD to achieve an opening of the New Terminal by January 2023. To achieve this schedule CWC will procure subcontractors based on this schedule during the procurement phase of the project.
- 10. This document contemplates the work being performed on a straight time, 40-hour work week, basis or as otherwise required to meet the agreed-to schedule and budget.
- 11. Accrual of costs commence November 1, 2018.
- 12. KCAD will fund, through the payment requisition process, deposits or other unique payment terms, for work such as structural steel raw material mill order and any fabricated and stored materials, required by material or equipment manufacturers provided that the subcontractor can provide proof of insurance, adequate storage facilities and allows access to the Owner to view the materials.
- 13. CWC and all lower tier subcontractors/sub-consultants will utilize any available sales tax exemption programs to reduce project costs during procurement of the work.
- 14. Project mock-ups as installed within the building structure, in their final locations, shall be provided for quality and construction. Provisions for off-site mock-ups or temporary structures for free-standing (detached) mock-ups for material selection and quality determinations will be developed with design progression and costs or time impacts for such mock-ups will be addressed with design review and budget update approvals.
- 15. We have not included any proprietary manufacturers or vendors.
- 16. To the extent that the Contractor is required to provide a warranty of more than 12 months for any portion of the work, the Owner agrees to pursue only the Subcontractor/Supplier for any portion of the warranty in excess of the period covered by the Subcontractor's/Supplier's surety company.
- 17. Glass and Glazing subcontractor bonds extend one year beyond substantial completion. With respect to any warranty obligation established in the Contract Documents that exceeds one year from substantial completion ("extended warranty"), Contractor agrees to assign to Owner at the time of final completion of the Work any such extended warranty.
- 18. We have assumed that the Buy America Act does not apply to this Project.
- 19. Costs associated with the temporary and permanent relocation of the taxi and limo lots are not included. When the location and design requirements for services to be provided at the taxi and limo lot (temporary and permanent) are provided by KCAD then the final cost impact will be assessed and reviewed with KCAD for approval.
- 20. Costs associated with Public Art shall be paid for by KCAD.
- 21. Costs associated with permits shall be paid for by KCAD. CWC however, will coordinate and manage the acquisition of permits and utility connections.
- 22. The base electronic file used by the design team for the project was provided by TREKK and downloaded from their sharefile website on 5/4/2018. It was created from a limited electronic field survey performed by TREKK.
- 23. This project will be documented using Revit in the Missouri State Plane Coordinate System using ground measurements. If KCAD would like AutoCAD files, they will be provided at

- the end of the project exported from Revit and converted to grid measurements, if requested by KCAD in accordance with KCMO CADD standards.
- 24. Operational Readiness and Training, moving/relocation of KCAD, airlines, third parties, etc. shall be provided by KCAD. CWC will cooperate with all ORAT activities as required to complete.

DIRECT COST

- 25. Requested allowances are included with the Preliminary Project Program Allowances section of the budget.
- 26. The existing slab on grade of the Terminal A garage is to remain in place where feasible using good engineering practice. CWC will coordinate this activity as required to prevent construction conflicts.
- 27. The existing airside paving and sub base materials which are to be removed have been assumed to be suitable for onsite fill in accordance with the geotechnical report. New, unanticipated conditions will need to be evaluated, subject to the differing site provision, and approved by the geotechnical engineer.
- 28. CWC will provide electronic copies of as-built plans. Costs related to updating KCAD utility or other public maps have not been included. CWC's record drawings and as-builts will update the location and configuration of utility points of connection along with existing utility alignment and existing civil work alignments and grades within and immediately adjacent to the project work limits that become apparent during project execution.
- 29. Existing utilities that are to be abandoned will be cut, capped and abandoned in place, where they do not interfere with the new work or on-going operations of the facility. Abandoned utilities that remain in place shall be noted as such on the as-built plans.
- 30. Pricing is based on factual information regarding existing conditions described in the soils and hazardous materials REPORT OF SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION dated September 6, 2018. If existing conditions vary from those described in the report, there may be increased costs or time requirements.
- 31. Onsite materials are suitable when required for fill and backfill when utilized in accordance with the geotechnical report and project specifications. New, unanticipated conditions will be evaluated, subject to the differing site provision, and approved by the geotechnical engineer.
- 32. Costs and time impacts associated with excavated material that contains hazards or toxins at detectable levels requiring mitigation or special handing as determined by laboratory analysis, including material that may be impacted to the extent that it is regulated by any local, state or federal laws or jurisdiction, or would be denied acceptance at a disposal site due to its environmental risk and impacted nature are not included.
- 33. Costs or time impacts associated with the handling, transporting, disposing or containment of materials containing asbestos, silica, lead, benzene, carbon monoxide, ethanol, oil, gasoline, PCBs or any other hazardous, toxic, or thermal irritant or contaminant solid, liquid, gaseous, or any container or portion of the work which involves

- or includes such substances, except those which have been identified in the A Limited Asbestos Pre Demolition Survey dated July 18, 2018, have not been included. The Owner hereby indemnifies the Contractor against any claims, damages, losses or expenses associated with such substances and agrees to take reasonable actions to assist CWC in having any such work performed.
- 34. Dewatering of the project site beyond that which is anticipated with the current geotechnical studies and/or included in the cost of work budget or allowances; e.g., well points, deep wells, etc. or fees which may be required for pumping water into public sewers, is not included.

CIVIL AIRSIDE

- 35. The existing mechanical, electrical and plumbing equipment and associated infrastructure of the existing ARFF, which is to remain, is assumed to be in good working condition and no costs are included for upgrades or modification of this equipment for the new utility feeds.
- 36. The existing concrete box culvert, which runs beneath the New Terminal building, is to remain. Relocation of the box culvert has not been included.
- 37. Utilities to the proposed RON locations and remote GSE staging areas have not been included. We have assumed that portable lighting, if required, will be provided by others.
- 38. Snow-melters, if required, will be procured by others. The Revised Concept Plan anticipates utilizing 4 RON locations distributed around the new terminal for snow melting operations. During snow melting operations it is assumed that any aircraft scheduled for the four RON locations encumbered by snow melting operations will be positioned at RON locations (currently included in the maximum quantity of deicing locations) at the north east end of Terminal C until the snow melting operation is complete. Design work to show these temporary RON locations and associated drainage infrastructure will be provided.
- 39. Centerline lighting at the taxilanes is not included. Centerline lighting for revising the Taxiway M1 layout to accommodate the construction footprint has been included. Inpavement reflectors in the new taxilane center lines as well as taxiway centerline lighting at the transition from movement to non-movement areas are included under an allowance of \$185,000.
- 40. Utilities, including electrical duct banks, direct buried chilled and hot water supply pipelines servicing the new terminal from the new central utility plant are located under the apron paving.
- 41. Light duty concrete paving has been included in airside apron areas where aircraft wheel loads do not occur such as the perimeter of the New Terminal and light duty asphalt paving has been included at North RON tails, VSR not subject to aircraft loads and at apron shoulders.
- 42. Any concrete demolition debris or soil spoils in excess of that which is utilized on the project site, up to a maximum amount of 135,000 cubic yards of material, may be disposed of on KCAD property in locations approved by KCAD without cost. However, any

remaining material shall be disposed of off-site in accordance with local regulatory approvals. The budget includes an allowance of \$1,500,000 for off-site disposal of a portion of the excess materials.

- 43. Provisions for deicing at the new terminal gates are not included.
- 44. Relocation or removal of the existing airline deicing tanks is not included.
- 45. Electronic message boards and other automated systems at the deicing positions are not included.
- 46. Exterior Wireless Access Points (WAPs) will be mounted to fixed structure and are not included in the ends of the passenger boarding bridges. Specifications for the passenger boarding bridges will include provisions for WAPs on the passenger boarding bridges. The project will provide power (excluding power at Passenger Boarding Bridges) and data POC for all airside WAP locations.
- 47. Emergency eye wash stations at the ramp level for jet fueling or other operations are not required by code and however an allowance of \$200,000 is included in the budget for providing emergency eye wash stations in a quantity and quality as determined by KCAD.
- 48. Removal of the existing apron concrete paving and sub base materials are included; however, we have assumed the existing subgrade is to remain in place with no modification or remediation unless disturbed by pavement and subgrade removal. An allowance of \$1,000,000 for unforeseen conditions beneath pavement areas is included in the GMP.
- 49. The existing FAA and KCAD duct banks that are shown to be existing to remain, including those that are reused, are in suitable condition and contain open pathways for our use.
- 50. Modifications or upgrades to the existing fuel hydrant system, outside the area of the new Terminal development, including the airport fuel farm, are not included. Connection of the Emergency Fuel Off Switch monitoring to the control station for the fuel vendor will be provided by independent network connection. Fuel system will meet and/or exceed NFPA recommendations and other applicable code requirements. Review of design deliverables and field installations by KCAD will be done in conjunction with the Fuel Consortium.
- 51. Two gates and portions of the apron area at the north east end of Terminal B will be closed to accommodate construction of the south end of Concourse X. The Southwest Airline baggage handling system located on the apron outside of Terminal B will remain in service and will be protected by construction or AOA fencing, as required, located approximately ten feet from the baggage handling facility.
- 52. Accommodations for the results of Airside Simulation Models being prepared by KCAD and FAA are not included in the budget as no accommodations or modifications of the current design have been requested as a result of the simulation models.

LANDSIDE

53. Modification, rehabilitation or upgrades to the existing road bridges, which are to remain, at Terminals B and C, if required, will be performed by others at no cost to CWC excluding new roadway connections for new terminal roads.

- 54. Costs associated with the loss of revenue due to the shut down or removal of existing revenue generating spaces such as parking are not included. CWC will work with KCAD to minimize revenue impacts and will assist with relocating a toll collection booth in the E lots.
- 55. A covered, partially open (wind screening) and nonconditioned, walkway from Terminal B garage stair tower for staff to the New Terminal is included. It is assumed that Terminal B will be demolished but the roadway and sidewalks in front of Terminal B will remain and therefore the current Terminal structure will not be used as part of the walkway.
- 56. Modification, rehabilitation and upgrades at Terminal B and C garages, which are to remain, are not included except for updates to revenue collection system devices to allow for common revenue collection platform and necessary signage in garage B for modified garage use. An allowance of \$1,008,000 is included for revenue collection equipment upgrades and license plate recognition systems at the B and C Garages and the economy parking lots.
- 57. Selective thinning, clearing, root pruning of existing trees is not included.
- 58. Two separate paths for the fiber optic service from the existing telecommunications demarcation point in the existing Police Building / CUP to the terminal have been included, Fiber optic cabling to the KCAD Administrative Building (601 Brasilia) is not included in the budget. When the design requirements for services to be provided are determined, CWC will estimate the cost of pulling fiber optic cables in the conduit and the final cost impact will be provide for consideration by the Owner.
- 59. We have included an allowance of \$2,000,000 for (2) fountains. (1) \$1,500,000 allowance for an exterior fountain adjacent to the new terminal loading dock and (1) \$500,000 allowance for an interior element (which might be a digital display).
- 60. The existing building foundations of Terminal A and Terminal A garage will be cut off 3 feet below existing grade and remain to the extent feasible and in accordance with the design parameters.
- 61. Removal of the utilities, gas, water, electric, chilled water, etc. that feed Terminals B and C is not included. Abandonment and stabilization of hydrant fuel system for Terminals B and C will be by others.
- 62. New or modified traffic signalization at existing road intersections is not included as determined by traffic engineers.
- 63. The elevated roadway is provided as a precast deck structure with a cast-in-place topping surface supported by either precast beams or cast-in-place beams atop cast-in-place columns.
- 64. Lighted crossing signs for all pedestrian crossings at the Arrivals and Departure roadway is included.
- 65. It is assumed that the mass transit plan for rail service to the terminal will be accommodated in the area east of the proposed parking garage structure.

PARKING GARAGE

- 66. Our proposal is based up on a structural precast garage, with ingress and egress speed ramps, with approximately 6,350 parking spaces.
- 67. A pedestrian tunnel from the new parking garage to the new terminal is not included.
- 68. An individual parking space guidance system is included in the parking garage and includes at valet spaces.
- 69. A license plate recognition system at the New Garage entries and exits is included. License plate recognition cameras at entries and exits of all existing KCI parking areas is included.
- 70. Steel stairs with concrete fill are included.
- 71. Galvanized mesh has been included at topping slabs.
- 72. Additional provisions for anti-terrorism force protection systems and progressive collapse are not included within the garage structure.
- 73. Grey cement and form finished spandrels has been included for all precast.
- 74. Stainless steel flange connectors in precast tees and black steel column base plates located below finish floor have been included.
- 75. A post applied sealer has been included for all garage slabs and ramps. Traffic coatings are not included.
- 76. Costs associated with Solar Reflectance Index (SRI) toppings at the roof (topmost parking deck) are not included; however, if required for LEED, a value for such topping has been identified for consideration of inclusion in the project scope.
- 77. Elevator cabs do not have vision glass panels and stairs and elevator waiting areas are provided as open (non-enclosed) on Levels 0 thru 4. CWC will assist KCAD in evaluating feasibility and additional costs of providing radiant heaters at the elevator waiting areas.
- 78. Spandrel panels are included in lieu of barrier cables. No barrier cables are included.
- 79. Painting of columns, walls, ceilings, mechanical, electrical or sprinkler piping (unless required by code), except for wayfinding and signage, is not included.
- 80. A full sprinkler coverage at the commercial curb lanes is included. The remainder of the parking garage is protected by dry standpipes only.
- 81. A snow melt system for the garage structure ingress and egress lanes is included. We have assumed that a snow melt system is not required for the garage roof however CWC will work with KCAD to propose a snow removal program from the roof area for operations personnel. The program may include snow storage areas on the roof that will not require higher structural capacity but will include coordinated drain catchment areas to allow containment and removal of water resulting from snow melting so as to prevent ice formation in pedestrian and vehicular travel areas.
- 82. Security camera coverage has been included at egress points (stairs, elevators and ingress/egress lanes) and duress stations.
- 83. Parking bumpers are included at all perimeter spaces.
- 84. Enclosed toll booths for staffed positions at 6 exit toll booths (supporting 10 exit lanes) are included. No staffed booths are included at the garage or surface lot entry gates.
- 85. Employee card access, as part of the revenue collection system, has been included for Existing Garages B and C, and the surface lot east of the New Garage (staff parking lot).

- 86. A 750kw diesel generator with integral tank has been included for life-safety power for the parking garage.
- 87. Induction loops at the commercial curb lanes for bus charging are included.
- 88. Duress stations are included in the parking structure and will coordinate with facility security systems.

BAGGAGE HANDLING SYSTEM

- 89. A belted baggage handling system that includes seven (7) domestic and one (1) international sloped plate claim units and ten (10) bag make-up units on the outbound system is included.
- 90. We have assumed that a baggage system or bag drop off is not required at the parking garage. Baggage system for curbside check-in at the departure area of the Terminal is included.
- 91. Thirty inches (30") of additional vertical clearance has been allocated to accommodate the spatial requirements of an ICS.
- 92. The additional terminal area, that might be required to support an ICS system, is not included.
- 93. Procurement, delivery, installation, and commissioning of the following TSA provided equipment is not included: Level 1 EDS machines for inline baggage screening. Level 2 On-Screen Resolution (OSR) computers and monitors; Level 3 Search Viewing Stations; Explosive Trace Detection (ETD); and EDS machines for scanning out-of-gage baggage (as required). The Design Builder will provide power and data cabling to the designated locations and will coordinate with and assist TSA with its installation and commissioning of its equipment and furnishings.
- 94. Procurement, delivery, installation and commissioning of the TSA bag screening systems at the passenger screening checkpoint is not included. The Design Builder will provide power and data cabling to the designated locations and will coordinate with and assist TSA with its installation and commissioning of its equipment and furnishing.

CENTRAL UTILITY PLANT

- 95. Geothermal or photovoltaic systems are not included.
- 96. Chilled water piping will be routed from the new central utility plant location to the new Terminal however it will not be tied into the existing central plant.
- 97. A hoist beam running north and south over the center of the chillers has been included. No other hoist beams, lifts or cranes are included.
- 98. Exterior electric service transformers, switchgear or trash dumpster are not enclosed but security fencing is included.
- 99. A generator for the CUP is not included.
- 100. Based on initial studies and discussions with utilities, it is assumed that the existing utilities in the vicinity have the capacity to support the new CUP.
- 101. Oversized cooling tower basins are not included.
- 102. Trees that are directly in conflict with the CUP construction are scheduled for removal.

- 103. Capacity in the CUP equipment to support structures outside of the new terminal are not included.
- 104. A new standalone building controls system has been included. Expansion or integration to the existing building controls system is not included. The new controls system will facilitate client access to the existing controls system.
- 105. A 200-ton air cooled chiller system at the existing CUP has been included to support the police building once terminals B & C are offline. This is based on our understanding of the system based on field walks with KCAD personnel. No other costs for demolition, expansion, rehabilitation, mothballing, etc. have been included for the existing CUP.
- 106. Plume mitigation studies to be performed and mitigation measures will be provided if necessary for the new cooling towers.

PASSENGER BOARDING BRIDGES

- 107. Passenger Boarding Bridges will be procured, installed, commissioned and paid for by KCAD (or airline consortium) in coordination with CWC. CWC will provide plans and specifications for the Passenger Boarding Bridges.
- 108. Relocation or removal of the existing passenger boarding bridges at Terminals A, B or C will be planned, managed and paid for by KCAD in accordance with the project schedule.
- 109. A centralized pre-conditioned air system is not included but individual boarding bridge PCA units are assumed to be procured with the passenger boarding bridges.

TERMINAL

- 110. Terminal planning and design is based on the Design Day Flight Schedule (DDFS) by Landrum and Brown and related analysis provided by Leigh Fisher.
- 111. In order to reduce costs without diminishing quality, CWC may utilize non-AISC certified miscellaneous metals subcontractors for this project upon receipt of KCAD's approval. All work will be performed in accordance with AISC standards and quality.
- 112. Low iron glazing is not included however if required, cost impacts will be assessed for the project.
- 113. Fireproofing of the columns, roof steel or deck within the building except in rooms separated with 2, or more, hour rating is not included per the local building department.
- 114. A TPO roofing, selected from manufacturer standard colors, for the terminal has been included.
- 115. Exterior maintenance operations, including window washing, can be accessed from the ground level via man lifts. Window washing systems are not included.
- 116. Elevators to accommodate vehicles or golf carts are not included.
- 117. Space allocation within the building for the CBP program is based on the current methodology (similar to that utilized at Terminal C's recent FIS renovation project) of processing passengers in lieu of the program provided by CBP.
- 118. All known space needs of the airlines, CBP, TSA and KCAD are accommodated within the current footprint of the building, except for space that may be necessary for an ICS baggage handling system.

- 119. Common millwork shells at leased and non-leased ticketing counters including scales and gate counters are included. Millwork inserts and equipment at leased gates will be furnished and installed by the airlines. Millwork inserts and common use equipment at City gates is included.
- 120. Two monitors on the backdrop millwork at each gate (leased and unleased) are included. These monitors will be utilized to display content generated by the gate operator.
- 121. All equipment at ticketing and gate counters for leased gates will be furnished and installed by the airlines, including the servers to support this equipment. Cabling and terminations to the millwork shells have been included.
- 122. Eight common use kiosks are included. All other kiosks will be furnished and installed by the airlines. Power and data drops to all kiosks are included. Owner will require use of single standard kiosk-stand prototype for all kiosks. Standard design of the kiosk shell will be by Design-Builder. Non-common use kiosk equipment will be provided by the airlines.
- 123. Kiosks or baggage systems in the garage or the rental car facility are not included.
- 124. Software for implementing common use at self-service kiosks, ATO counters, and at gates is included for City gates. Software for implementing common use at self-service kiosks, ATO counters, and at gates is not included for dedicated use gates however Owner has requested that Design-Builder include the design and specifications for such software system. Design-Builder will provide for a competitive procurement of the software system that will be acquired by KCAD. CWC will assist KCAD in the procurement of this system.
- 125. Fire Alarm relocation from Terminal A to be performed by C&C will be paid for by KCAD.
- 126. A first bag last bag system is included as part of the airport operations and passenger management software package noted in item 131 below.
- 127. An allowance of \$250,000 for KCAD server expansion or KCAD infrastructure upgrades at the head end is included. Relocating or reconfiguring any KCAD IT infrastructure from Terminals B or C if they are shelled or demolished will be performed and paid for by KCAD.
- 128. Reconfiguring fiber or infrastructure at the main airport fiber demarcation will be managed and paid for by KCAD.
- 129. Outfitting, installing or purchasing airline terminal equipment, servers and devices will be provided by others at no cost to CWC.
- 130. A resource management system, gate management system, departures controls system, or baggage claim management system are not included.
- 131. An allowance of \$1,500,000 for a new or expanded airport operations or passenger database is included. The AODB is assumed to include the FIDS software and a First-Bag, Last-Bag system. The allowance shall cover design, procurement and installation of the system. KCAD shall be responsible for content on the database.
- 132. A new concession point of sale system is not included.
- 133. Migration or mapping of the existing lighting control system to the new lighting control system is not included. This budget assumes that the existing lighting control system will be accessed via a client portal or web link in the new BMS.
- 134. A wireless lighting controls system is not included however the solicitation for the lighting control package will include an alternate for wireless lighting control.

- 135. A passenger boarding bridge control software is not included. Select points from each PBB will be monitored by the BMS for fault and alarm monitoring only. The BMS will not be capable of controlling the PBB's. Design and specifications of a monitoring & control software package and shall be included with the PBB procurement package.
- 136. This proposal is based on the extent of integration shown in the Systems Integration Matrix included in the Updated Concept Design Package.
- 137. Rework, relocate or refurbish head end devices at the airport operations center in the existing police building will be performed and paid for by KCAD. It is assumed that there is adequate physical space for new system head ends at this location. Additional capacity required as a result of adding additional system demand will be provided for via an allowance of \$250,000 within the GMP.
- 138. Integration of existing access control and video management systems in this proposal is based on the device count provided to CWC by KCAD.
- 139. Cameras on the roadways, surface parking lots, bridges or any other areas outside of the buildings in this scope of work is not included.
- 140. CWC will develop a coordinated construction model that facilitates the input of an asset registry. CWC has included an allowance for completion of an asset registry, asset tagging, and correlate submittals and shop drawings to the asset tags and conformed the construction model. Work must be in a COBie compliant format that meets Owner standards that can be used to create the MAXIMO asset registry and supporting submittal documentation. Owner will perform the actual import of the COBie files and locate the submittals, shop drawings, and warranties on the MAXIMO server. Owner will input maintenance data and scheduling data into MAXIMO upon successful completion of the COBie upload.
- 141. A video wall or digitized wayfinding system is not included.
- 142. Decommissioning the existing public-address system, if required, will be performed by and paid for by KCAD.
- 143. Improvements, modifications or reconfigurations of the existing radio system or antenna farm are not included.
- 144. Infrastructure (speakers, strobes, wiring) for the early warning system is included. It is our understanding that the existing early warning system can be supplemented with a new device on the roof of the new terminal. Any other relocation work, if required, will be by KCAD.
- 145. An induction loop for enhanced audio purposes is not included.
- 146. Rough in or infrastructure for biometric devices is not included. Biometric devices and implementation will be evaluated as the design progresses and the regulations surrounding the deployment devices advances, this will be evaluated.
- 147. Public Transportation Duty escalators and moving walks are included. We have assumed that APTA Public Transit Duty standards do not apply.
- 148. Infrastructure for branding, advertising or digital displays are not included. Work required for 3rd party branding and advertising will be provided by others.

- 149. Smoke control or smoke evacuation is not included. It is our understanding that smoke control is not required in this facility based on conversations in meetings with the Authorities Having Jurisdiction.
- 150. Trap guards in lieu of trap primers are included.
- 151. A gray water system is not included.
- 152. Piping for the grease system is included as cast-iron w/heat trace where required.
- 153. Natural gas will be routed at 5 psi to tenant spaces, as required. Each tenant, paid for by others, will be required to reduce pressure if required.
- 154. Harmonic filtration above and beyond the local harmonic filtration devices included on the equipment is not included. We also have not included any costs for increased transformer ratings.
- 155. Static transfer switches in the IDF and MDF's are not included.
- 156. The program scope noted below have been identified as remaining open and will require monitoring and further study during the next phase of design.
 - a. Refinement of the Ceiling Systems and Scope within the Headhouse, Retail Nodes and Concourses.
 - b. Provide a Non-Ramp Level Outside Air Source.
 - c. Provide Glare / Heat Gain Mitigation Measures for East and West Facing Glazing.
 - d. Coordination of the Existing Box Culvert
 - e. Valet Parking Solution
 - f. Curb Lane vs Commercial Lane for TNC drop-off & pick up
 - g. Define the Boundary/Limits of the Landside Scope and Refinement of the Site Beautification (Allowance of \$1,000,000 is included in the budget)
 - h. Define the Boundary/Limits of the Landside Signage
 - Power and data for digital advertising (equipment and systems for digital advertising are not included)
 - j. Power and data for Hold Room news feeds (equipment and systems for news feeds are not included)
 - Airport Static and electronic wayfinding systems
 All of the above will be considered through the design process.
- 157. Per the MCI Potential Cost Scope Reductions Summary provided on September 27, 2018 the following scope is not included:
 - a. Hold Room Seating Procurement, Installation, Storage, etc.
 - b. Passenger Boarding Bridges (PBB) Procurement, Installation, Storage, Pre-Conditioned Air, Accessories, Potable Water Cabinets, etc. CWC will provide the following services for the PBB to or on the face of the new terminal building: three electrical disconnects, one potable water backflow preventer and one IT raceway with pull string from the PBB to the nearest IDF. KCAD will provide 400 Hz frequency converters in accordance with the harmonic distortion plan for the project.
 - c. De Icing Blending Stations and Mixers as well as the Support Buildings.

- d. Terminal B and C Demolition including the Terminal B and C garage modifications, landside roadway upgrades or removal, utility relocations, hydrant fueling system removal, and PBB removal.
- 158. An allowance of \$225,000 is included to address costs for providing Rapid Refill hydrants for the ARFF trucks. Quantity and locations are to be defined with KCAD.
- 159. An allowance of \$250,000 is included to address costs for airside sand interceptors within the storm-water collections system.



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- For a list of KCAD provided reference documents, please see the attached document titled "List of KCAD Provided Reference Documents," dated 7/27/2018.
- Memos from the Project Management Committee to the Steering Committee for the KCI Airport Terminal Modernization project that have informed, guided or directed the project are as follows:

Memo No.	Subject	Date
01	CONDUIT ISSUER	3/06/2018
02	BOND COUNSEL	3/06/2018
03	GATE COUNT DIRECTION	3/06/2018
04	FISCAL AGENT	3/20/2018
05	BOND UNDERWRITERS	3/20/2018
06	BOND COUNSEL	4/17/2018
07	DISCLOSURE COUNSEL	4/17/2018
08	MAPS DOCUMENT	7/10/2018

- The KCI Airport Single Terminal Project Community Workforce Agreement, dated August 27, 2018, is made part of this List of Contract Documents.
- In addition to the Geotech information provided in Appendix A of the Updated Concept Design Basis of Design document, dated 9/28/2018 (see page 9 below), the following correspondence augment the Geotechnical information upon which the project is based:

Letter No.	Subject	Date
5	USE OF ON-SITE MATERIALS AS BACKFILL (Memo by TSI Geotechnical, Inc.)	10/09/2018
13363	REVIEW OF SUITABILITY OF RE-USE OF ON-SITE FILL (Letter by Mueser Rutledge Consulting Engineers)	10/05/2018

In addition to the Terminal Gate Planning information provided in Appendix F of the Updated Concept Design Basis of Design document, dated 9/28/2018 (see page 9 below), the following documents inform the Planning information upon which the project is based:

Item	Subject	Date
1	DESIGN DAY FLIGHT SCHEDULE (DDFS) (Received of AvAirPros 2018-01-08)	None
2	GATE SCHEDULES FOR 2025 AND 2030 (Received of AvAirPros 2018-01-08)	None
3	EMAIL FROM SHERI ERNICO, LEIGH FISHER RE: HYPOTHETICAL TRAFFIC FORECAST SCENARIOS	4/10/2018
4	MCI 2017 DDFS SUMMARY BASELINE & SCENARIOS (Prepared by Leigh Fisher)	4/10/2018

- The Preliminary Project Program and GMP are based upon documents prepared by SOM and their design team consultants, which are identified below.
 - 1. Early Start Group 2 and 2A Packages Specifications prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

Section No.	Section Title	Date
01 11 00	SUMMARY OF WORK	10/22/2018
01 26 00	CONTRACT MODIFICATION PROCEDURES	10/22/2018
01 31 00	PROJECT MANAGEMENT AND COORDINATION	10/22/2018
01 31 50	SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)	10/22/2018
01 32 00	CONSTRUCTION PROJECT DOCUMENTATION	10/22/2018
01 33 00	SUBMITTAL PROCEDURES	10/22/2018
01 50 00	TEMPORARY FACILITIES AND CONTROLS	10/22/2018
01 50 05	WSD 01500 TEMPORARY FACILITIES AND CONTROLS	10/22/2018
01 56 60	WSD 01566 CLEANUP OPERATIONS	10/22/2018
01 57 00	WSD 01570 TEMPORARY EROSION SEDIMENT CONTROL	10/22/2018
01 60 00	PRODUCT REQUIREMENTS	8/30/2018
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	10/22/2018



Section No.	Section Title	Date
	WSD 01700 TRAFFIC CONTROL	10/22/2018
01 74 19	CONSTRUCTION WASTE MANAGEMENT & DISPOSAL	10/22/2018
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS	10/22/2018
02 40 00	DEMOLITION	9/14/2018
	CAST-IN-PLACE CONCRETE FOR FUELING	10/22/2018
	WSD 03000 MISCELLANEOUS CONCRETE	10/22/2018
05 56 00	WSD 05010 MANHOLE CASINGS	10/22/2018
09 97 13	FUEL SYSTEM COATINGS	10/22/2018
	UNDERGROUND HYDRONIC PIPING	10/22/2018
26 05 19	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	10/22/2018
26 05 23	CONTROL VOLTAGE ELECTRICAL POWER CABLES	10/22/2018
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	10/22/2018
26 05 29	HANGERS AND SUPPORTERS FOR ELECTRICAL SYSTEMS	10/22/2018
26 05 29	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	10/22/2018
26 05 42	DIRECTIONAL BORING	10/22/2018
26 05 44	SLEEVES AND SLEEVE SEAL FOR ELECTRICAL RACEWAYS AND CABLING	10/22/2018
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	10/22/2018
26 05 74	LOW VOLTAGE ARE FLASH HAZARD ANALYSIS	10/22/2018
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	10/22/2018
26 42 14	CATHODIC PROTECTION – GALVANIC	10/22/2018
27 05 26	GROUNDING AND BONDING FOR COMMUNICATION SYSTEMS	10/22/2018
	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	10/22/2018
27 13 00	SS-120 SITE PREPARATION	8/30/2018
31 00 00	SITE PREPARATION SITE PREPARATION AND EARTHWORK FOR FUELING	10/22/2018
31 00 10	WSD 02200 SITE PREPARATION AND EARTHWORK	10/22/2018
31 00 20	P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT	8/30/2018
31 23 00	WSD 02575 SURFACE RESTORATION	10/22/2018
32 10 26	WSD 02575 SURFACE RESTORATION WSD 02510 PORTLAND CEMENT CONCRETE SIDEWALKS, DEIVEWAYS, RAMPS	10/22/2018
32 13 13	WSD 02510 PORTLAND CEMENT CONCRETE SIDEWARRS, BEIVEWARS, TOURS	10/22/2018
32 17 23	P-620 RUNWAY AND TAXIWAY PAINTING	8/30/2018
	F-162 CHAIN LINK FENCE	10/22/2018
	PORTABLE JET BLAST DEFLECTORS	8/30/2018
32 31 20	WSD 02930 SEEDING	10/22/2018
32 92 19 32 92 23	WSD 02930 SEEDING WSD 02931 SODDING	10/22/2018
33 01 12	WSD 02931 SODDING WSD 02702 DEWER AND MANHOLE TESTING	10/22/2018
	WSD 03362 MANHOLE REHABILITATION	10/22/2018
33 05 19	WSD 02620 DUCTILE IRON PIPE FOR WASTEWATER	10/22/2018
	WSD 02624 PVC GRAVITY SEWER	10/22/2018
	WSD 02605 PRECAST CONCRETE STORM STRUCTURES	10/22/2018
33 05 39	WSD 03370 SEWER MANHOLE CONSTRUCTION	10/22/2018
33 05 61	WSD 03370 SEVER MANHOLE CONSTRUCTION WSD 02510 WATER UTILITY FACILITIES	10/22/2018
33 10 10	WSD 02510 WATER OTHER PACIETY	10/22/2018
33 30 10		10/22/2018
33 42 00	WSD 02630 STORM SEWERS FUEL SYSTEM GENERAL PROVISIONS	10/22/2018
33 52 43		10/22/2018
	FUEL SYSTEM PIPING SPECIALTIES AVIATION FUEL PIPE, FITTINGS, AND INSTALLATION	10/22/2018
	FUEL SYSTEM GENERAL VALVES	10/22/2018
	FUEL SYSTEM INSPECTION, TESTING, AND FLUSHING	10/22/2018
	FUEL SYSTEM INSPECTION, TESTING, AND FLOSHING FUEL SYSTEM SERVICE PITS AND ACCESS COVERS	10/22/2018
		10/22/2018
	SS-140 DEMOLITION AND DISPOSAL P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT	10/22/2018
		10/22/2018
	P-153 CONTROLLED LOW-STRENGTH MATERIALS	10/22/2018
34 /3 42.01	P-209 CRUSHED AGGREGATE BASE COURSE	11012212010



Section No.	Section Title	Date
34 73 42.02	P-219 RECYCLED CONRETE AGGREGATE BASE COURSE	10/22/2018
34 73 44.02	P-403 PLANT MIX BITUMINOUS PAVEMENTS	10/22/2018
34 73 44.03	P-602 BITUMINOUS PRIME COAT	10/22/2018
34 73 44.04	P-603 BITUMINOUS TACK COAT	10/22/2018
34 73 46	STRUCTURAL PORTLAND CEMENT CONCRETE	10/22/2018
34 73 47	P-620 RUNWAY AND TAXIWAY MARKING	10/22/2018
34 73 50.01	SS-300 BASIC ELECTRICAL REQUIREMENTS	10/22/2018
34 73 50.02	SS-301 ELECTRICAL DEMOLITION AND RELOCATION WORK	10/22/2018
34 73 50.06	SS-307 AIRPORT LIGHTING CONTROL SYSTEMS	10/22/2018
34 73 51.04	L-108 UNDERGROUND POWER CABLE FOR AIRPORTS	10/22/2018
34 73 51.06	L-110 AIRPORT UNDERGROUND ELECT. DUCT BANKS AND CONDUITS	10/22/2018
34 73 51.07	L-115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES	10/22/2018
34 73 55.01	C-1391D INSTALLATION, TERMINATION, SPLICING AND TRANSIENT/ SURGE PROTECTION OF UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM POWER CABLES	10/22/2018
34 73 55.02	E-2013E CABLE, ELECTRICAL POWER, EXTERIOR 600 VOLTS	10/22/2018
34 73 55.03	E-2042C CABLE, ELECTRICAL CONTROL, EXTERIOR	10/22/2018
34 73 55.04	E-2072C CABLE, TELEPHONE, EXTERIOR	10/22/2018
34 73 55.05	SO-STD-71 SPECIFICATIONS FOR INSTALLATION AND SPLICING OF UNDERGROUND	10/22/2018
34 73 55.06	STD-019F LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT	10/22/2018
	ORDER 6000.36A COMMUNICATIONS DIVERSITY	10/22/2018
34 73 60	D-701 PIPE FOR STORM DRAINS AND CULVERTS	10/22/2018
34 73 63	D-751 MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES	10/22/2018
34 73 70	T-901 SEEDING	10/22/2018
34 73 71	T-904 SODDING	10/22/2018
34 73 72	T-905 TOPSOILING	10/22/2018
34 73 73	T-908 MULCHING	10/22/2018
Appendix A	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FORM	June 2015
Appendix B	TELECOMMUNICATIONS INFRASTRUCTURE DESIGN AND CONSTRUCTION GUIDELINES	11/19/2004

2. Early Start Group 2 Package - Demolition of Terminal A Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

D-001.00 NOT	ER SHEET USED	9/14/2018
D-002.00 TERM		
D 002100 12111	MINAL A - GENERAL NOTES / SHEET INDEX	9/14/2018
D-003.00 TERM	MINAL A - SALVAGE ITEMS BY OTHERS	9/14/2018
	/INAL A - EXISTING SITE / GENERAL LAYOUT	9/14/2018
D-007.00 DEM	DLITION HAUL ROUTE ACCESS ROAD, STOCKPILES AND PROCESSING AREAS	9/14/2018
D-008.00 NOT	USED	
	MINAL A - STOCKPILE DETAILS	9/14/2018
D-011.00 TERM	IINAL A – GRADING / LAND DISTURBANCE PLAN	9/14/2018
	MINAL A - SCOPE OF DEMOLITION & PAVEMENT REMOVAL	9/14/2018
D-013.00 NOT	USED	- 7.
D-014.00 NOT	USED	
D-017.00 NOT	USED	
D-018.00 TERM	MINAL A - DEMOLITION OF MISCELLANEOUS ITEMS - PHOTOS	9/14/2018
D-019.00 TERM	MINAL A - DEMOLITION OF MISCELLANEOUS ITEMS - PHOTOS	9/14/2018
D-020.00 NOT	USED	9/14/2018
D-021.00 NOT	USED	
D-022.00 NOT	USED	
D-023.00 NOT	USED	
D-024.00 NOT	USED	
D-025.00 NOT	USED	
D-026.00 NOT	USED	1



Sheet No.	Sheet Title	Date
D-027.00	NOT USED	
D-028.00	TERMINAL A - DEMOLITION OF EXISTING BUILDING SUPERSTRUCTURE	9/14/2018
D-029.00	TERMINAL A - DEMOLITION OF EXST. BUILDING SUBSTRUCTURE	9/14/2018
D-030.00	TERMINAL A - DEMOLITION OF EXISITNG PARKING GARAGE	9/14/2018
D-031.00	TERMINAL A - EXISTING SECTIONS AND DETAILS FOR PARKING GARAGE EXTERIOR EVELATIONS	9/14/2018
D-032.00	NOT USED	
D-033.00	TERMINAL A - DEMOLITION PLAN OF BRIDGES, TUNNELS AND RETAILING WALLS	9/14/2018
D-034.00	NOT USED	
D-035.00	NOT USED	
D-036.00	NOT USED	
D-037.00	NOT USED	_
D-038.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-039.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-040.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-041.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-042.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-043.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-044.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-045.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-046.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-047.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-048.00	NOT USED	
D-049.00	TERMINAL A - PARKING GARAGE STAIR TOWER ELEVATOR PLAN MECHANICAL	9/14/2018
D-050.00	NOT USED	
D-051.00	NOT USED	
D-052.00	NOT USED	
D-053.00	TERMINAL A - EXISTING ELEVATOR / ESCALATOR MECHANICAL DETAILS	9/14/2018

3. Early Start Group 2 Package - Enabling Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

Sheet No.	Sheet Title	Date
		9/14/2018
NONE	COVER SHEET	
C-200.00	COVER SHEET	9/14/2018
C-201.00	GENERAL NOTES	9/14/2018
AC-100.00	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	9/14/2018
AC-101.00	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	9/14/2018
AC-102.00	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	9/14/2018
AC-200.00	CONSTRUCTION SAFETY AND PHASING PLAN	9/14/2018
AC-201.00	CONSTRUCTION SAFETY AND PHASING - FENCE LAYOUT PLAN	9/14/2018
AC-202.00	CONSTRUCTION SAFETY AND PHASING - AIRFIELD MARKING PLAN	9/14/2018
AC-203.00	CONSTRUCTION SAFETY AND PHASING - AIRFIELD LIGHTING PLAN	9/14/2018
C-202.00	SAFETY AND SECURITY NOTES	9/14/2018
C-210.00	TERMINAL A OVERALL EROSION CONTROL PLAN	9/14/2018
D-005.00	TERMINAL A - EROSION CONTROL PLAN PHASE 1	9/14/2018
D-006.00	TERMINAL A - EROSION CONTROL PLAN PHASE 2A, 2B AND 2C	9/14/2018
D-007.01	TERMINAL A - EROSION CONTROL PLAN	9/14/2018
D-009.01	TERMINAL A - EROSION CONTROL STOCKPILE AREAS	9/14/2018
AC-210.00	CONSTRUCTION ACCESS EROSION CONTROL PLAN AND GRADING PLAN	9/14/2018
C-213.00	TERMINAL A EROSION CONTROL PLAN - AREA 3	9/14/2018
D-011.00	NOT USED	
C-220.00	TERMINAL A TEMPORARY PEDESTRIAN CONSTRUCTON PLAN	9/14/2018
C-221.00	TERMINAL A TEMPORARY MEDIAN CUT & ROADWAY PLAN	9/14/2018
C-222.00	TRAFFIC CONTROL & DETOUR	9/14/2018
C-223.00	TEMPORARY PAVEMENT MARKING PLAN	9/14/2018



Sheet No.	Sheet Title	Date
AC-225.00	CONSTRUCTON ACCESS ROAD PLAN AND PROFILE	9/14/2018
AC-226,00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-227.00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-228.00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-229.00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-230.00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-300.00	PORTABLE JET BLAST DEFLECTOR DETAILS	9/14/2018
AC-301.00	CONSTRUCTION SAFETY DETAILS	9/14/2018
AC-302.00	CONSTRUCTION SAFETY DETAILS	9/14/2018
AC-310.00	STOP SIGN PLAN FOR VSR	9/14/2018
AC-311.00	STOP SIGN PLAN - PROPOSED SIGN EQUIPMENT	9/14/2018
C-600.00	TERMINAL A OVERALL STORM SEWER ABANDONMENT PLAN	9/14/2018
D-015.00	TERMINAL A - PARKING GARAGE STORM SEWER PHASE 1	9/14/2018
D-016.00	TERMINAL A - PARKING GARAGE STORM SEWER PHASE 2	9/14/2018
C-701.00	TERMINAL A OVERALL SANITARY SEWER ABANDONMENT PLAN	9/14/2018
C-702.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 1	9/14/2018
C-703.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 2	9/14/2018
C-704.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 3	9/14/2018
C-705.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 4	9/14/2018
C-706.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 5	9/14/2018

4. Early Start Group 2 Package - Cut & Cap Utilities Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

Sheet No.	Sheet Title	Date
NONE	COVER SHEET	9/14/2018
C-101.00	GENERAL NOTES & SHEET LIST	9/14/2018
C-102.00	OVERALL LANDSIDE EXISTING UTILITY PLAN	9/14/2018
C-103.00	TERMINAL A CHILLED WATER CUT & CAP	9/14/2018
C-104.00	TERMINAL A GAS SERVICE CUT & CAP	9/14/2018
C-105.00	NOT USED	_
C-106.00	NOT USED	
C-107.00	NOT USED	
C-108.00	TERMINAL A STORM SEWER CUT & CAP	9/14/2018
C-109.00	TERMINAL A SANITARY SEWER CUT & CAP	9/14/2018
C-110.00	TERMINAL A WATER MAIN CUTY & CAP	9/14/2018
AC-400.00	TERMINAL A AVIATION FUELING CUT, CAP AND ABANDON PLAN	9/14/2018
E-105.00	TERMINAL A ELECTRICAL LEGEND AND NOTES	9/14/2018
E-105.01	TERMINAL A SITE TEMPORARY POWER - BASE PLAN	9/14/2018
E-105.02	TERMINAL A ELECTRICAL FUEL SYSTEM POWER	9/14/2018
E-105.03	TERMINAL A / B SITE TEMPORARY COMMUNICATIONS PLAN	9/14/2018
E-105.04	TERMINAL A ELECTRICAL ONE-LINE DIAGRAM AND PANEL SCHEDULES	9/14/2018
E-105.05	TERMINAL A ELECTRICAL DETAILS	9/14/2018

5. Early Start Group 2 Package - Water Main Abandonment Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

Sheet No.	Sheet Title	Date
0	COVER SHEET	9/14/2018
1	WATER MAIN ABANDONMENT COVER SHEET	8/17/2018
2	GENERAL NOTES AND LEGEND	8/17/2018
3	WATER MAIN OVERALL LAYOUT PLAN	8/17/2018
4	WATER MAIN ABANDONMENT PLAN 1	8/17/2018
5	WATER MAIN ABANDONMENT PLAN 2	8/17/2018
6	WATER MAIN ABANDONMENT PLAN 3	8/17/2018



6. Early Start Group 2A Package - Enabling Work Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for 60% Submission as follows:

	or 60% Submission as follows:	
Sheet No.	Sheet Title	Date
NONE	COVER SHEET	10/22/2018
C-101	GENERAL NOTES	10/22/2018
C-102	SAFETY AND SECURITY NOTES	10/22/2018
C-103	OVERALL EROSION CONTROL PLAN	10/22/2018
C-104	LANDSIDE EROSION CONTROL PLAN 1	10/22/2018
C-105	LANDSIDE EROSION CONTROL PLAN 2	10/22/2018
C-106	LANDSIDE EROSION CONTROL PLAN 3	
C-120	LANDSIDE OVERALL DEMOLITION PLAN	10/22/2018
C-121	LANDSIDE DEMOLITION PLAN 1	10/22/2018
C-122	LANDSIDE DEMOLITION PLAN 2	10/22/2018
C-123	LANDSIDE DEMOLITION PLAN 3	10/22/2018
C-124	LANDSIDE DEMOLITION PLAN 4	10/22/2018
C-160	TERMINAL A DEMOLITION GRADING PLAN	10/22/2018
C-161	TERMINAL A DEMOLITION GRADING EROSION CONTROL DETAILS	10/22/2018
C-162	MANHOLE EXTENSION DETAILS - MH-6 AND MH-11	10/22/2018
C-163	MANHOLE EXTENSION DETAILS - MH-16	10/22/2018
C-199	OVERALL UTILITY LAYOUT PLAN	10/22/2018
C-200	NOTUSED	
C-201	SANITARY SEWER RELOCATION COVER SHEET	10/22/2018
C-202	SANITARY SEWER GENERAL NOTES	10/22/2018
C-203	SANITARY SEWER OVERALL LAYOUT	10/22/2018
C-204	SANITARY SEWER ABANDONMENT PLAN - 1	10/22/2018
C-205	SANITARY SEWER ABANDONMENT PLAN - 2	10/22/2018
C-206	SANITARY SEWER RELOCATION PLAN & PROFILE -1	10/22/2018
C-207	SANITARY SEWER RELOCATION PLAN & PROFILE -2	10/22/2018
C-208	SANITARY SEWER RELOCATION PLAN & PROFILE -3	10/22/2018
C-220	STORM SEWER RELOCATION PLAN & PROFILE -1	10/22/2018
C-221	STORM SEWER RELOCATION PLAN & PROFILE -2	10/22/2018
C-222	STORM SEWER RELOCATION PLAN & PROFILE -3	10/22/2018
C-223	STORM SEWER RELOCATION PLAN & PROFILE -4	10/22/2018
C-230	PLAN & PROFILE CHILLED WATER SUPPLY	10/22/2018
C-231	PLAN & PROFILE CHILLED WATER RETURN	10/22/2018
C-240	PLAN & PROFILE CENTURYLINK FIBER LINE A RELOCATIONS	10/22/2018
C-241	PLAN & PROFILE CENTURYLINK FIBER LINE B NEW SERVICE	10/22/2018
C-242	NOT USED	_
C-243	FIBER LINE RELOCATION DETAILS	10/22/2018
C-244	PLAN & PROFILE UNDERGROUND ELECTRICAL RELOCATIONS	10/22/2018
C-245	PLAN & PROFILE UNDERGROUND ELECTRICAL RELOCATIONS	10/22/2018
C-246	PLAN & PROFILE UNDERGROUND ELECTRICAL RELOCATIONS	10/22/2018
C-250	PLAN & PROFILE SPIRE GAS RELOCATION	10/22/2018
C-251	PLAN & PROFILE SPIRE GAS RELOCATION	10/22/2018
C-260	LANDSIDE CONSTRUCTION SEQUENCE PLAN	10/22/2018
C-261	LANDSIDE TEMPORARY TRAFFIC CONTROL PLAN	10/22/2018
C-262	LANDSIDE TEMPORARY TRAFFIC CONTROL PLAN	10/22/2018
C-263	LANDSIDE TEMPORARY PARKING LOT STRIPING 1	10/22/2018
C-264	LANDSIDE TEMPORARY PARKING LOT STRIPING 2	10/22/2018
C-265	LANDSIDE POND GRADING PLAN	10/22/2018
C-270	ROADWAY GENERAL LAYOUT	10/22/2018
C-271	TYPICAL ROADWAY SECTIONS	10/22/2018
C-272	TEMPORARY ROADWAY PLAN & PROFILE	10/22/2018



Sheet No.	Sheet Title	Date
C-273	TEMPORARY ROADWAY INTERSECTION DETAIL	10/22/2018
C-274	TEMPORARY ROADWAY SECTIONS STA. 1+50 TO 5+00	10/22/2018
C-275	TEMPORARY ROADWAY GRADING	10/22/2018
C-290	AOA FENCE RELOCATION PLAN	10/22/2018
C-291	FENCING DETAILS	10/22/2018
C-292	FENCING DETAILS	10/22/2018
C-300	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	10/22/2018
C-301	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	10/22/2018
C-302	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	10/22/2018
C-303	CONSTRUCTION SAFETY AND PHASING PLAN	10/22/2018
C-304	MARKING PLAN-TEMPORARY TAXIWAY M	10/22/2018
C-305	MARKING DETAILS	10/22/2018
C-306	SIGNING DETAILS	10/22/2018
C-307	LIGHTING PLAN-TEMPORARY TAXIWAY M	10/22/2018
C-308	IN-PAVEMENT LIGHT INSTALLATION DETAILS	10/22/2018
C-309	TRENCH FOR IN-PAVEMENT LIGHT INSTALLATION DETAILS	10/22/2018
C-310	TEMPORARY LIGHT LOCATION TABLE	10/22/2018
C-320	DUCT BANK RELOCATION PLAN 1	10/22/2018
C-321	DUCT BANK RELOCATION PLAN 2	10/22/2018
C-322	DUCT BANK RELOCATION PLAN 3	10/22/2018
C-323	DUCT BANK RELOCATION PLAN 4	10/22/2018
C-324	DUCT BANK RELOCATION PLAN 5	10/22/2018
C-325	DUCT BANK PROFILE STA. 0+00 TO 23+65	10/22/2018
C-326	TYPICAL DUCT SECTIONS AND HANDHOLE LOCATION TABLE	10/22/2018
C-327	FAA DUCT BANK AND HANDHOLE DETAILS	10/22/2018
C-328	KCAD DUCT BANK AND HANDHOLE DETAILS	10/22/2018
C-329	CABLE CONNECTORS AND SLAB MARKER DETAILS	10/22/2018
C-340	AIRFIELD PAVEMENT DEMOLITION PLAN	10/22/2018
C-341	AIRFIELD PAVEMENT DEMOLITION PLAN	10/22/2018
C-342	AIRFIELD PAVEMENT DEMOLITION DETAILS	10/22/2018
C-360	GLYCOL COLLECTION RELOCATION PLAN - LINE T - STA. 21+00 TO STA. 30+62	10/22/2018
C-361	GLYCOL COLLECTION RELOCATION PLAN - LINE T - STA, 10+00 TO STA. 21+00	10/22/2018
C-362	GLYCOL COLLECTION RELOCATION PROFILE - LINE T - STA. 9+90 TO STA. 20+45	10/22/2018
C-363	GLYCOL COLLECTION RELOCATION PROFILE - LINE T - STA. 20+20 TO STA. 30+75	10/22/2018
C-364	GLYCOL COLLECTION DETAILS	10/22/2018
C-370	VEHICLE SERVICE ROAD PLAN	10/22/2018
C-371	VEHICLE SERVICE ROAD PROFILE	10/22/2018
C-372	VEHICLE SERVICE ROAD MARKING PLAN	10/22/2018
C-373	VEHICLE SERVICE ROAD AND MARKING DETAILS	10/22/2018
C-380	AVIATION FUELING RELOCATION PLAN - OVERALL	10/22/2018
C-381	AVIATION FUELING RELOCATION PLAN AND PROFILE - STA. 1+00 TO STA. 11+00	10/22/2018
C-382	AVIATION FUELING RELOCATION PLAN - STA. 11+00 TO STA. 21+00	10/22/2018
C-383	AVIATION FUELING RELOCATION PLAN AND PROFILE - STA, 21+00 TO STA, 31+00	10/22/2018
C-384	AVIATION FUELING RELOCATION PLAN AND PROFILE - STA, 31+00 TO 37+55	10/22/2018
C-385	AVIATION FUELING RELOCATION PLAN - DETAILS	10/22/2018
C-386	ISOLATION VALVE VAULT 2 (IVV-1)	10/22/2018
C-387	AVIATION FUELING - CATHODIC PROTECTION PLAN	10/22/2018
C-388	CATHODIC PROTECTION AVIATION FUELING DETAILS	10/22/2018
C-389	AVIATION FUELING PHASING DIAGRAM - SHEET 1	10/22/2018
C-390	AVIATION FUELING PHASING DIAGRAM - SHEET 2	10/22/2018



7. Early Start Group 2A Package - Water Main Abandonment Drawings prepared by Skidmore Owings and Merrill led
Design Team Issued for 60% Submission as follows:

Sheet No.	Sheet Title	Date
0	COVER SHEET	10/22/2018
1	WATER MAIN RELOCATION COVER SHEET	10/22/2018
2	GENERAL NOTES AND LEGEND	10/22/2018
3	OVERALL LAYOUT PLAN	10/22/2018
4	PROJECT SURVEY DATA SHEET	10/22/2018
5	WATER MAIN ABANDONMENT PLAN 1	10/22/2018
6	WATER MAIN ABANDONMENT PLAN 2	10/22/2018
7	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 0+00 TO 4+00	10/22/2018
8	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 4+00 TO 8+00	10/22/2018
9	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 8+00 TO 12+00	10/22/2018
10	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 12+00 TO 16+00	10/22/2018
11	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 16+00 TO 20+26	10/22/2018
12	WATER MAIN RELOCATION PLAN & PROFILE LINES 2 AND 3	10/22/2018

8. Updated Concept Design Basis of Design document prepared by Skidmore Owings and Merrill led Design Team Issued for GMP as follows:

Section No. Section Title	Issue	ed for GMP as follows:		
A - PROJECT INTRODUCTION A10 PROJECT TEAM 9/28/2018 B - PERMITTING / JURISDICTIONAL AGENCIES 9/28/2018 B - PERMITTING / JURISDICTIONAL AGENCIES 9/28/2018 C - PROJECT SUMMARY 9/28/2018 C - PROJECT SUMMARY 9/28/2018 D - PROGRAM 9/28/2018 D - PROGRAM 9/28/2018 D - PROGRAM NARRATIVE 9/28/2018 D - GROSS FLOOR AREA (GFA) 9/28/2018 D - PROGRAM TABLE 9/28/2018 E - CODE ANALYSIS / ACCESSIBILITY 9/28/2018 E - CODE ANALYSIS / ACCESSIBILITY 9/28/2018 E - SUSTAINABILITY APPROACH 9/28/2018 G - INTERIOR ENVIRONMENT - ACOUSTICS 9/28/2018 G - INTERIOR ENVIRONMENT - ACOUSTICS 9/28/2018 CHAPTER 2 A - SUBSTRUCTURE 9/28/2018 B - SHELL B10 SUPERSTRUCTURE 9/28/2018 B - SHELL B10 SUPERSTRUCTURE 9/28/2018 B20 EXTERIOR VERTICAL ENCLOSURE 9/28/2018 B30 EXTERIOR HORIZONTAL ENCLOSURE 9/28/2018 B40 PEDESTRIAN WALKWAY 9/28/2018 C - INTERIORS 9/28/2018 C - INTERIORS 9/28/2018 C - INTERIOR CONSTRUCTION 9/28/2018 C - INTERIOR FINISHES & DIAGRAMS 9/28/2018 C - SERVICES 9/28/2018 D - SERVICES 9/28/2018 D - SERVICES 9/28/2018	Section N	lo. Section Title	Date	
A10 PROJECT TEAM 9/28/2018 B - PERMITTING / JURISDICTIONAL AGENCIES 9/28/2018 C - PROJECT SUMMARY 9/28/2018 C - PROJECT SUMMARY 9/28/2018 D - PROGRAM D - PROGRAM NARRATIVE 9/28/2018 D20 GROSS FLOOR AREA (GFA) 9/28/2018 D30 PROGRAM TABLE 9/28/2018 E - CODE ANALYSIS / ACCESSIBILITY 9/28/2018 F - SUSTAINABILITY APPROACH 9/28/2018 G - INTERIOR ENVIRONMENT - ACOUSTICS 9/28/2018 C - AUBSTRUCTURE 9/28/2018 B - SHELL 9/28/2018 C - INTERIOR CONSTRUCTIOR 9/28/2018 B - SHELL 9/28/2018 C - INTERIOR CONSTRUCTIOR 9/28/2018 C - INTERIOR CONSTRUCTION 9/28/2018 C - INTERIOR ON SUPERSTRUCTURE 9/28/2018 C - INTERIOR ON STAIRWAYS & MAINTENANCE CATWALKS 9/28/2018 C - INTERIOR STAIRWAYS & MAINTENANCE CATWALKS 9/28/2018 D - SERVICES	CHAPTE	R1		
B - PERMITTING / JURISDICTIONAL AGENCIES 9/28/2018	A - PRO	JECT INTRODUCTION		
Permitting and Jurisdictional Agencies 9/28/2018 9/28/2018 Project Summary 9/28/2018		1 111 2 2 2 1 1 2 2 2 2 2 2 2 2 2 2 2 2	9/28/2018	
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D30 PROGRAM TABLE 9/28/2018 E - CODE ANALYSIS / ACCESSIBILITY E10 CODE ANALYSIS / ACCESSIBILITY E10 SUSTAINABILITY APPROACH F10 SUSTAINABILITY APPROACH F10 SUSTAINABILITY APPROACH G- INTERIOR ENVIRONMENT - ACOUSTICS G10 INTERIOR ENVIRONMENT - ACOUSTICS G10 INTERIOR ENVIRONMENT - ACOUSTICS G10 FOUNDATIONS 9/28/2018 B - SHELL B10 SUPERSTRUCTURE B20 EXTERIOR VERTICAL ENCLOSURE 9/28/2018 B30 EXTERIOR HORIZONTAL ENCLOSURE 9/28/2018 B40 PEDESTRIAN WALKWAY 9/28/2018 C - INTERIORS C10 INTERIOR CONSTRUCTION 9/28/2018 C30 INTERIOR FINISHES & DIAGRAMS 9/28/2018 C30 INTERIOR STAIRWAYS & MAINTENANCE CATWALKS 9/28/2018 D - SERVICES D10 CONVEYING 9/28/2018				
E - CODE ANALYSIS / ACCESSIBILITY E10				
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F - SUSTAINABILITY APPROACH F10 SUSTAINABILITY APPROACH 9/28/2018 G - INTERIOR ENVIRONMENT - ACOUSTICS 9/28/2018 CHAPTER 2 - SUBSTRUCTURE A10 FOUNDATIONS 9/28/2018 B - SHELL 9/28/2018 B10 SUPERSTRUCTURE 9/28/2018 B20 EXTERIOR VERTICAL ENCLOSURE 9/28/2018 B30 EXTERIOR HORIZONTAL ENCLOSURE 9/28/2018 B40 PEDESTRIAN WALKWAY 9/28/2018 C - INTERIORS C C10 INTERIOR CONSTRUCTION 9/28/2018 C20 INTERIOR FINISHES & DIAGRAMS 9/28/2018 C30 INTERIOR STAIRWAYS & MAINTENANCE CATWALKS 9/28/2018 D - SERVICES D10 CONVEYING 9/28/2018	E-COD			
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G - INTERIOR ENVIRONMENT - ACOUSTICS G10 INTERIOR ENVIRONMENT - ACOUSTICS 9/28/2018 CHAPTER 2 A - SUBSTRUCTURE 410 FOUNDATIONS 9/28/2018 B - SHELL B10 SUPERSTRUCTURE 9/28/2018 B20 EXTERIOR VERTICAL ENCLOSURE 9/28/2018 B30 EXTERIOR HORIZONTAL ENCLOSURE 9/28/2018 B40 PEDESTRIAN WALKWAY 9/28/2018 C - INTERIORS C C10 INTERIOR CONSTRUCTION 9/28/2018 C20 INTERIOR FINISHES & DIAGRAMS 9/28/2018 C30 INTERIOR STAIRWAYS & MAINTENANCE CATWALKS 9/28/2018 D - SERVICES D10 CONVEYING 9/28/2018	F - SUS	TAINABILITY APPROACH		
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9. Updated Concept Design Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for GMP as follows:

00 GENERAL G-001 COVER SHEET 9/28/2018	Sheet No.	Concept Design Drawings prepared by Skidmore Owings and Merrili led Design Team Sheet Title	Date
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AT-201 TERMINAL ELEVATIONS 9/28/2018 AT-202 TERMINAL ELEVATIONS 9/28/2018 AT-250 BUILDING SECTION - EAST-WEST 9/28/2018 AT-251 BUILDING SECTION - NORTH-SOUTH 9/28/2018 AT-252 BUILDING SECTIONS - NORTH-SOUTH 9/28/2018 AT-253 ENLARGED SECTIONS 9/28/2018 AT-254 ENLARGED SECTIONS 9/28/2018 AT-501 TERMINAL AXONOMETRIC 9/28/2018 AT-501 EXTERIOR WALL - HEADHOUSE 9/28/2018 AT-510 EXTERIOR WALL - CONCOURSE 9/28/2018 AT-520 EXTERIOR WALL - CONCOURSE 9/28/2018 AT-701 CONCOURSE ROOF DETAIL 9/28/2018 AT-702 WOOD SLAT CEILING DETAILS 9/28/2018 AT-750 FLOOR DETAILS 9/28/2018 AT-800 LEVEL 0 - ARRIVALS PLAN - DIGITAL SCREEN LOCATION 9/28/2018 AT-805 LEVEL 1 - DEPARTURES PLAN - RAILING LOCATION 9/28/2018 AT-806 LEVEL 1 - DEPARTURES PLAN - RAILING LOCATION 9/28/2018			9/28/2018
AT-202 TERMINAL ELEVATIONS 9/28/2018 AT-250 BUILDING SECTION - EAST-WEST 9/28/2018 AT-251 BUILDING SECTION - NORTH-SOUTH 9/28/2018 AT-252 BUILDING SECTIONS - NORTH-SOUTH 9/28/2018 AT-253 ENLARGED SECTIONS 9/28/2018 AT-254 ENLARGED SECTIONS 9/28/2018 AT-501 TERMINAL AXONOMETRIC 9/28/2018 AT-510 EXTERIOR WALL - HEADHOUSE 9/28/2018 AT-520 EXTERIOR WALL - CONCOURSE 9/28/2018 AT-525 EXTERIOR WALL - CONNECTOR 9/28/2018 AT-701 CONCOURSE ROOF DETAIL 9/28/2018 AT-702 WOOD SLAT CEILING DETAILS 9/28/2018 AT-750 FLOOR DETAILS 9/28/2018 AT-800 LEVEL 0 - ARRIVALS PLAN - DIGITAL SCREEN LOCATION 9/28/2018 AT-805 LEVEL 1 - DEPARTURES PLAN - RAILING LOCATION 9/28/2018 AT-806 LEVEL 1 - DEPARTURES PLAN - RAILING LOCATION 9/28/2018	AT-013	LEVEL 3 - ROOF OVERALL PLAN	9/28/2018
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List of KCAD Provided Reference Documents

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D38-3	Paving Plan and Details	6/1/2002	
D38-4	Miscellaneous Details	6/1/2002	
D38-5	Pavement Marking Plan Details & Signage	6/1/2002	
D38-6	Electrical And Lighting Plans	6/1/2002	
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197 Pages	Prof Services for Limited Asbestos Inspection 071700	7/17/2000	
6 Pages	Remaining Asbestos Containing Materials @ KCI 082302	8/23/2002	
1 page	Presumed Asbestos Containing Material Locations	7/1/2004	
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0003	0003 - Exhibit K	4/4/0046	
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5 Pages	Copy of 3678 14 MCI_TDP - ROM Prog F+G Estimate 05-01-15 Draft (4) (2)	3/30/2015	
40 Pages	F+G Report Review of Conoco Estimate for MCI 05-05-15 Rev 1 (2)	5/5/2015	
69 Pages	KCI Exhibit K Overview Final V6 03132017	Undated	
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0004	0004 - Geotechnical	4/20/2009	
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26 Pages 47 Pages	2017-06-12-International Circle and Cookingham	6/12/2017	
112 Pages	2017-10-11-Rome Circle Pavement Rehabilitation	10/11/2017	
88 Pages	Geotech Report - LC4 - (PSI) 9-22-14	9/22/2014	
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0005	0005 - KCAD Proposed Terminal		
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	C62-X-Section-Ramp A1-C29	8/18/1999
	C64-X-Section-Ramp A3-C29	8/18/1999
	C65-X-Section-Ramp B1-C29	8/18/1999
	C67-X-Section-Ramp B2-C29	8/18/1999
	C68-X-Section-Ramp B3-C29 C69-Athens-E1 Toll Plaza X-Sections-C29	8/18/1999 8/18/1999
	C71-Athens-E1 Toll Plaza X-Sections-C29	8/18/1999
	C72-E4 Toll Plaza X-Sections-C29	8/18/1999
	C73-E4 Toll Plaza X-Sections-C29	8/18/1999
	C74-E4 Toll Plaza X-Sections-C29	8/18/1999
	C75-E4 Toll Plaza X-Sections-C29	8/18/1999
	C76-E4 Toll Plaza X-Sections-C29	8/18/1999
	C77-JP Cooper X-Sections-C29	8/18/1999
	C78-JP Cooper X-Sections-C29	8/18/1999
	C79-JP Cooper X-Sections-C29	8/18/1999
	C81-JP Cooper X-Sections-C29	8/18/1999
	C82-JP Cooper X-Sections-C29	8/18/1999
	C85-JP Cooper X-Sections-C29 C87-JP Cooper X-Sections-C29	8/18/1999
	C88-JP Cooper X-Sections-C29	8/18/1999 8/18/1999
	C89-Gravel Rd No.1- X-Sections-C29	8/18/1999
	Cover Sheet-C29	Undated
	CS2.02-A&B-Exist&Temp Striping Plans-C29	8/20/1999

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	CS2.03-A&B Phasing Plans-C29 CS2.04-A&B Phasing Plans-C29	8/20/1999	
	CS2.05-A&B Phasing Plans-C29	8/20/1999	
	CS2.06-A&B Phasing Plans-C29	8/20/1999	
	EA1 - TermA Garage-Level 1 Electrical-C29	8/20/1999	
	EA3 - TermA Garage-Level 3 Electrical-C29	8/20/1999	
	EA5 - TermA Garage-EntranceRamps 1&2-C29	8/20/1999	
	EB1 - TermB Garage-Level 1 Electrical-C29	8/20/1999	
	EB2 - TermB Garage-Level 2 Electrical-C29	8/20/1999	
	EB3 - TermB Garage-Level 3 Electrical-C29	8/20/1999	
	EB4 - TermB Garage-Stair Towers Electrical-C29 EB5 - TermB Garage-EntranceRamps 1&2-C29	8/20/1999 8/20/1999	
	EB6 - TermB Garage-CashierBoothsElectrical-C29	8/20/1999	
	EE1 - Toll Plazas E1 & E4 Electrical-C29	8/20/1999	
	EE2 - Site Plan-Electrical-C29	8/20/1999	
	FA-3 - Ramp Fdn-Elevs&Details-C29	8/20/1999	
	FA-4 - Retaining Wall Sect-C29	8/20/1999	
	FB-2 - Ramp Fdn-Plan&Sections-C29	8/20/1999	
	FB-4 - Retaining Wall Sect-C29	8/20/1999	
	G1-Drawing Index-C29	8/20/1999	
	G2-Site Plan-C29	8/20/1999 8/20/1999	
	G3-Ingress-Egress-Plan-C29 MA-2 - TermA-Fire Protection-C29	8/20/1999	
	MB-1 - TermB-MechDemo&PlumbingPlan-C29	8/20/1999	
	SA2.02-TermB-PkgStruct-Level 2-RestorationPlan-C29	8/20/1999	
	SA2.03-TermA-PkgStruct-Level 3-RestorationPlan-C29	8/20/1999	
	SA3.01-TermA-Level 3-WalkwayPlans-C29	8/20/1999	
	SB2.01-TermB-PkgStruct-Level 1-RestorationPlan-C29	8/20/1999	
	SB2.02-TermB-PkgStruct-Level 2-RestorationPlan-C29	8/20/1999	
	SB3,01-TermB-Level 3-WalkwayPlans-C29	8/20/1999	
	SE5.01 - E-1 & E-4 PkgLots-StructDetails-C29	8/20/1999 8/20/1999	
	SG5.01-A&B PkgStruct-StructuralDetails-C29 SG6.01-TermA&B PkgStruct-RepairDetails-C29	8/20/1999	
	SG7.01-TermA&B-PkgStruct-WaterproofingDetails-C29	8/20/1999	
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	2003C39BE1	8/8/2002	
	2003C39BE2	8/8/2002	
	2003C39BE3	8/8/2002	
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	Phase 2	0/0/2002	
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	2003C39BESK-2	7/24/2003	
	2003C39BESK-3	7/24/2003	
	2003C39BESK-4	7/24/2003	
	2003C39BESKCVR	Undated	
	Contract_No.6 - Utility Systems		
	C6-0-Cover Sheet	Undated	
	C6-1-Index, Quantities & Legend	2/14/1968	
	C6-3-Site Plan C6-4-Site Plan	2/14/1968 2/14/1968	
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	ME000 - Symbols / Legends	1/19/2001	
	P000 - Symbols / Legends	1/19/2001	_
	P420 - PSL Typ. Toilet Plan	1/19/2001	
	P460 - PSL Riser Diagram	1/19/2001	
	P500 - Details	1/19/2001	
	P501 - Firestop Details	1/19/2001	
	P700 - Schedules	1/19/2001	
	S000.0 - General Notes	1/19/2001	

Section	Description	Date	Rev
Section	S205.2 - Misc. PSL Slab Details	1/19/2001	
	S205.4 - Miscellaneous Framing Details	1/19/2001	
	S210.0 - Part. Frm. Plans & Sects PSL	1/19/2001	
	S210.1 - Details	1/19/2001	
	S211 - Skycap Details And Sections	1/19/2001	
	S211 - Grycap Details And Geodoris S212 - Curbside - Enlarged Plans	1/19/2001	
	S212.1 - Precast Knee Wall / Column	1/19/2001	
	S212.2 - Precast Knee Wall / Column	1/19/2001	
	S212.3 - Misc. Curbside Details	1/19/2001	
	S212.4 - Misc. Curbside Details	1/19/2001	
	S213.0 - Restroom Details	1/19/2001	
	S213.1 - Restroom Details	1/19/2001	
	S300 - Interior Wall Sections - PSL	1/19/2001	
	S300.1 - Interior Wall Sections - PSL	1/19/2001	
	S300.2 - Interior Wall Sections - PSL	1/19/2001	
	S301 - Mod. Frm. Sections	1/19/2001	
	S302 - Mod. Frm. Sections	1/19/2001	
	S403 - Vertical Circulation Details	1/19/2001	
	S403.2 - Details	1/19/2001	
	S404 - Mezzanine Stair Details	1/19/2001	
	S500 - Details	1/19/2001	
	S500 - Details	1/19/2001	
	S501.1 - Details	1/19/2001	
	S501.2 - Details	1/19/2001	
	S502 - Ticket Counter Canopy Details	1/19/2001	
	S503 - Food Concession Canopy Dtls.	1/19/2001	
	S505 - Screen. Station Plns. & Dtls.	1/19/2001	
	S506 - Masonry Details	1/19/2001	
8000	0008 - Existing Airport Grading Plans	1710/2001	1107 0
0000	Existing Cut/Fill Drawings		Rev 3
	1972 Cut & Fill - 10	8/4/1966	
	1972 Cut & Fill - 11	8/4/1966	
	1972 Cut & Fill - 12	8/4/1966	
	1972 Cut & Fill - 13	8/4/1966	
	1972 Cut & Fill - 14	8/4/1966	
	1972 Cut & Fill - 15	8/4/1966	Rev 3
	1972 Cut & Fill - 16	8/4/1966	Rev 3
	1972 Cut & Fill - 17	8/4/1966	
	1972 Cut & Fill - 18	8/4/1966	Rev 3
	1972 Cut & Fill - 8	8/4/1966	Rev 3
	1972 Cut & Fill - 9	8/4/1966	Rev 3
	1972 Cut & Fill_spotelevation1	8/4/1966	Rev 3
	1972 Cut & Fill_spotelevation2	8/4/1966	Rev 3
	1972 Cut & Fill_spotelevation3	8/4/1966	Rev 3
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	1972 Cut & Fill_spotelevation5	8/4/1966	Rev 3
	Plan_base_cross_sections	1/19/2018	Rev 3
	Plan_view_base	8/4/1966	Rev 3
0009	0009 - Structures in Direct APE		Rev 3
-	Structures within the Direct APE	Undated	Rev 3
0010	0010 - Rehab Terminal C Loop Road		Rev 4
-	01-C00.00-62130423-10108KCAD-Cover-P	1/17/2014	Rev 4
	02-C01.00-62130423-13108Gnrl-Note-P	1/17/2014	Rev 4
	03-C01.01-62130423-10108CNST-Access-P	1/17/2014	Rev 4
	04-C02.00-62130423-13108phase-Overall-plan-p	1/17/2014	Rev 4
	05-C02.01-62130423-13108phas-1	1/17/2014	Rev 4
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	615-M8-Partial Plan, Sections, Dtls-Mechanical	11/15/1995	
	615-M9-Sections, Details, Controls-Mechanical	11/15/1995	
	615-S1-General Notes	9/12/1995	
	615-S10-Stair Tower Plans	11/15/1995	Rev 4
	615-S10A-Enlarged Stair Plans	12/27/1995	Rev 4
	615-S10B-Structural Details	11/15/1995	Rev 4
	615-S10C-Structural Details & Exit Canopy	11/15/1995	Rev 4
	615-S2-Level 2 Pian-Structural	11/15/1995	Rev 4
	615-S3-Level 2 Plan-Structural	11/15/1995	Rev 4
	615-S4-Levei 3 Plan-Structural	11/15/1995	Rev 4
	615-S5-Level 3 Plan-Structural	11/15/1995	
	615-S6-Sections & Details	11/15/1995	
	615-S7-Column Schedule & Details	11/15/1995	
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	615-S8A-P-T Slab Details	11/15/1995	
	615-S8B-Structural Details	11/15/1995	
	615-S9-Sealant & Standard Details	11/15/1995	
	615-T1-Construction Sequence-Phase 1	11/15/1995 11/15/1995	
	615-T11-Traffic Control-Phase 3	11/15/1995	
	615-T12-Traffic Control-Phase 4	11/15/1995	
	615-T13-Traffic Control-Phase 5	11/15/1995	
	615-T14-Traffic Control-Phase 6	11/15/1995	
	615-T15-Traffic Control-Phase 7A	11/15/1995	
	615-T16-Traffic Control-Phase 7B	11/15/1995	
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Section	Description	Date	Rev
	615-T17-Traffic Control-Phase 7 Bridges	11/15/1995	
	615-T18-Pavement Marking-Signing Plan	11/15/1995	Rev 4
	615-T18A-Modified Entry 2 Traffic Markings	3/16/1998	Rev 4
	615-T19-Pavement Marking-Signing Plan	11/15/19 95	Rev 4
	615-T2-Construction Sequence-Phase 2	11/15/1995	Rev 4
	615-T20-Pavement Marking-Signing Dtls	11/15/1995	Rev 4
	615-T21-Sign Demolition Plan	11/15/1995	Rev 4
	615-T3-Construction Sequence-Phase 3	11/15/1995	Rev 4
	615-T4-Construction Sequence-Phase 4	11/15/1995	
	615-T5-Construction Sequence-Phase 5	11/15/19 95	
	615-T6-Construction Sequence-Phase 6	11/15/1995	
	615-T7-Construction Sequence-Phase 7	11/15/1995	
	615-T8-Traffic Control-Advanced Signing Plan	10/12/1995	
	615-T9-Traffic Control-Phase 1	11/15/1995	
	615-TU1-Tunnel 1 Plan & Section	11/15/1995	
	615-TU2-Tunnel 2 Plan & Section	11/15/1995	
	615-TU3-Tunnel 3 Plan & Section	11/15/1995	
	615-TU4-Tunnel 1 Demo & Construction Plan	11/15/1995	
	615-TU5-Tunnel 2 Demo & Construction Plan	11/15/1995	
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	615-TU7-Tunnel Details 615-TU8-Tunnel Details	11/15/1995	
	615-TU9-Tunnel Details	11/15/1995	
0016	0016 - Rehab TW-B Phase 2_2018-HNTB Plans	11/15/1995	
0010	ARFF		Rev 5 Rev 5
	Cx20 ARFF Cross Sections	3/1/2018	
	Cx21 ARFF Cross Sections	3/1/2018	
	Demo	0/1/2010	Rev 5
	CD01 Demo Plan STA, 386+00 to STA, 400+50	3/1/2018	
	CD02 Demo Plan STA, 400+50 to STA, 414+50	3/1/2018	
	CD03 Demo Plan STA, 414+50 to STA, 424+50	3/1/2018	
	CD04 Demo Plan STA, 424+50 to STA, 433+00	3/1/2018	
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	Electrical		Rev 5
	E00 Electrical Legend	3/1/2018	Rev 5
	E01 Electrical Demo Plan	3/1/2018	Rev 5
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	E04 Electrical Demo Plan	3/1/2018	Rev 5
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	E06 Electrical Demo Plan	3/1/2018	Rev 5
	E07 Electrical Lighting	3/1/2018	Rev 5
	E08 Electrical Lighting	3/1/2018	Rev 5
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	E13 Electrical Details	3/1/2018	
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	E17 Electrical Details	3/1/2018	
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Section	Description	Date	Rev
CCCLIOII	Erosion		Rev 5
	CG07 Erosion Control Plan STA. 386+00 to STA. 400+50	3/1/2018	Rev 5
	CG08 Erosion Control Plan STA 400+50 to STA. 414+50	3/1/2018	Rev 5
	CG09 Erosion Control Plan STA 414+50 to STA. 424+50	3/1/2018	Rev 5
	CG10 Erosion Control Plan STA 424+50 to STA 433+00	3/1/2018	Rev 5
	CG11 Erosion Control Plan STA 198+00 to STA 212+00	3/1/2018	Rev 5
	CG12 Erosion Control Plan STA 87+50 to STA 92+00	3/1/2018	Rev 5
	General		Rev 5
	G00 Cover	3/1/2018	
	G01 Abbreviation and Index of Sheets	3/1/2018	
	G02 Summary of Quantities	3/1/2018	
	G03 General Notes	3/1/2018 3/1/2018	
	G04 General Airport Site Plan	3/1/2018	
	G05 Overall Phasing Plan C06 Sefety and Phasing Plan Phase 1	3/1/2018	_
	G06 Safety and Phasing Plan - Phase 1 G07 Safety and Phasing Plan - Phase 2	3/1/2018	_
	G08 Safety and Phasing Plan - Phase 3	3/1/2018	
	G09 Safety and Phasing Plan - Phase 4	3/1/2018	
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	G11 Safety and Phasing Details	3/1/2018	Rev 5
	G12 Boring and Coring Plan and Survey Control Plan	3/1/2018	Rev 5
	G13 Geometric Layout Plan	3/1/2018	Rev 5
	G14 Typical Sections	3/1/2018	Rev 5
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	G16 OE - AAA (FAA 7460) Analysis Points	3/1/2018	Rev 5
	Grading and Drainage		Rev 5
	CG01 Grading and Drainage Plan STA. 386+00 to STA. 400+50	3/1/2018	-
	CG02 Grading and Drainage Plan STA. 400+50 to STA. 414+50	3/1/2018	
	CG03 Grading and Drainage Plan STA, 414+50 to STA, 424+50	3/1/2018	
	CG04 Grading and Drainage Plan STA, 424+50 to STA, 433+00	3/1/2018	
	CG05 Grading and Drainage Plan STA, 198+00 to STA, 212+00	3/1/2018 3/1/2018	
	CG06 Grading and Drainage Plan STA. 87+50 to STA. 92+00 CG 13 Grading and Drainage Details	3/1/2018	
	CG 14 Grading and Drainage Details CG 14 Grading and Drainage Details	3/1/2018	
	Joints	0	Rev 5
	CJ01 Joint Layout Plan STA. 386+00 to STA. 395+70	3/1/2018	_
	CJ02 Joint Layout Plan STA. 395+70 to STA. 405+60	3/1/2018	Rev 5
	CJ03 Joint Layout Plan STA. 405+60 to STA. 415+40	3/1/2018	
	CJ04 Joint Layout Plan STA. 415+40 to STA. 424+40	3/1/2018	Rev 5
	CJ05 Joint Layout Plan STA. 424+40 to STA. 433+00	3/1/2018	Rev 5
	CJ06 Joint Layout Plan STA. 395+70 to STA. 405+60	3/1/2018	
	CJ07 Joint Elevation Plan STA. 386+00 to STA. 395+70	3/1/2018	
	CJ08 Joint Elevation Plan STA. 395+70 to STA. 405+60	3/1/2018	
	CJ09 Joint Elevation Plan STA. 405+60 to STA. 415+40	3/1/2018	
	CJ10 Joint Elevation Plan STA, 415+40 to STA, 424+40	3/1/2018	
	CJ11 Joint Elevation Plan STA, 424+40 to STA, 433+00	3/1/2018 3/1/2018	
	CJ12 Joint Elevation Plan STA. 87+50 to STA. 92+00	3/1/2018	
	CJ13 Joint Details CJ14 Joint Details	3/1/2018	
	Marking	Q, 1,2010	Rev 5
	CM01 Marking Plan STA, 386+00 to STA, 400+50	3/1/2018	
	CM02 Marking Plan STA, 400+50 to STA, 414+50	3/1/2018	
	CM03 Marking Plan STA, 414+50 to STA, 424+50	3/1/2018	
	CM04 Marking Plan STA, 424+50 to STA, 433+00	3/1/2018	Rev 5
	CM05 Marking Plan STA, 87+50 to STA, 92+00	3/1/2018	Rev 5
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	CM07 Marking Details	3/1/2018	Rev 5
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	CP01 Pavement Plan STA. 386+00 to STA. 400+50	3/1/2018	
	CP02 Pavement Plan STA. 400+50 to STA. 414+50 CP03 Pavement Plan STA. 414+50 to STA. 424+50	3/1/2018	
	CP03 Pavement Plan STA, 414+50 to STA, 424+50 CP04 Pavement Plan STA, 424+50 to STA, 433+00	3/1/2018 3/1/2018	
	CP05 Pavement Plan STA, 87+50 to STA, 435+00	3/1/2018	
	Taxiway	0/1/2010	Rev 5
	CP06 Taxiway A9 and B Profile STA. 387+37.44 to STA. 402+00	3/1/2018	
	CP07 Taxiway B Profile STA. 402+00 to STA. 433+00	3/1/2018	Rev 5
	CP08 Taxiway D, G and M Profile	3/1/2018	Rev 5
	Cx01 Taxiway B & D Cross Sections	3/1/2018	Rev 5
	Cx02 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx03 Taxiway B Cross Sections	3/1/2018	
	Cx04 Taxiway B Cross Sections	3/1/2018	
	Cx05 Taxiway B Cross Sections	3/1/2018	
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	Cx07 Taxiway B Cross Sections Cx08 Taxiway B and M Cross Sections	3/1/2018 3/1/2018	
	Cx09 Taxiway B and M Cross Sections	3/1/2018	
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	Cx14 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx15 Taxiway B Cross Sections	3/1/2018	Rev 5
0017	0017 - Pavement Conditions		Rev 6
	PCI Pavement Condition Plan - KCI Airport	Undated	
	Pavement Condition Index Map	3/1/2016	
0040	Recommended CIP Map	3/1/2016	
0018	0018 - Structural Details for RCB - Under Term A	014/4000	Rev 7
	C1-07-Grading & Drainage Plan-Area 4 C1-10 Grading & Drainage Plan-Area 7	8/4/1966 8/4/1966	
	C1-11-Grading & Drainage Plan-Area 8	8/4/1966	
	C1-46-Storm Sewer Profiles	8/4/1966	
	C1-50 Storm Sewer Structures Details	8/4/1966	
0019	0019 - Pavement Report		Rev 8
	KCI Pavement Management Report-DRAFT rev1_CIP Map.pdf	12/1/2017	Rev 8
	2017-12-01 KCI Pavement Management Report-DRAFT rev1_PCI Map	12/1/2017	Rev 8
0020	0020 - KCi Fuel Lines		Rev 9
	M1	9/1/1967	Rev 9
	M7	9/1/1967	Rev 9
	M8	9/1/1967	
	M9	3/2/1969	
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pportes to Stalesholders Comments on Updated Basis of Design (BOD) Document issued with Concept Besign Package Paradialy 77, 2018 (bit, 1072/8)

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		Community	Sane Câls namporents may require unitrierruptable puwer supper year VSA Potats C		we want to do as much as possiblecound just peased hey-derlies on the "must accusable a sirport in the world.	s, the bin set of the	Define purimeter of schafts	Page SID J. Box what does "Noter-scholog" sexta, and how is il measured or weifund/real-dreed?	Page 1504, Original Prefits 1501 intersort Wheelpace IX. a separate part, embedded is one of the orbits uptake or integrated scheduler. The decompany in the commended that are toget as the contemporary or integrated schedulers or produced separate separate schedulers are considered to the page opposite to ensure that the gains of this travestander become any and the long materials are as integrately that so course they are material suppress indicated that they was always to the contemporary would be addressed to independ that it substantially windringer.	Original Pratina IEOD Connente, Paga DDA: The WELL Building Stratistic Mas some strategies for circuid postulación belo belo della sand sis a wuld, Andrin general infoli- ració-ede serve de that LEO serdes. Response indicated that cantente was incoported, a but dans two ethors the WELL Building Standards the referenced as assortes.	Unglast Freitn B.D.D. Comment, Page 1919-2. God 1, Strategy 2 - A new level of bandwaldy in the inservoid include a "smart system" freigning rest filter occupant feedback relative to EEL confidence are municipated of this Blass occupancy and physiological confidence. In-layer, commerce to be addressed in Requirem Candidated that these municipated of this Blass occupancy and physiological confidence. In-layer core to be palment on read Case Modelleg Immittees.	CC study life for road be addressed	In subsequent Seadur-Mility Wortschups and Lock Mandhing Tentarions. 1112/2018 is Lichtisch in Lichtisch and Control Militarions. 1112/2018 is Lichtisch and Lock Militarions. 1112/2018 is Lichtisch and Lock Militarions. 1112/2018 is Lichtisch and Lichtisch and Lock Militarions. 1112/2018 is Lichtisch and Lich	News comment, Page 510-5; Recommend that this caves! (When powelbe) be removed, it amount is that much advant on each of suurchardow produced/my/neuth retransace from LCC. It studies, widely can be the significant in process on the results. (To also a lot confer; to either the most realize.	Look to life Booch and LEXJ committee to possible charge. LEXD requirements with countal a siden before this project to overce.	New Commun, Page PLOS, karrounding beauthy and Rhearsa Uses, Nes the design team coxistent of appging talls, a Prince, treviers, also, to the determine which added all Agent comment to be addressed in cox-awale bewell research and creat Labert Symptoconfronting a partners and need designed, and LELS THE APP IN INTERNATION OF THE APPLICATION OF THE APPLI	New Commuit, Page TiO-F: The use of open spaces as a sensity space for travelors would. Bi-Agress, commont to be usifur also profets that an opportunity to experience than mail elevations as well as other most plane, set by gradient on targetful benefits. 7/22/2018 at 10.64.54.6A.
v. 10/24/19]		Date	10/21/2018 12:41	6/27/2018 12:36	7/6/2018 19:34	/2:91 SIDE/52/9	85;81 BTOLF,425,8	8/28/2028 9:45	6/7H/101E 9:45	6/28/20048 9:46	94:E 8072/87/9		6/78/7018 9.47	15-6 RT02/86/9	7/6/2018 19/45	s/20/2018 %-d7	6/28/2018 9:47
red July 27, 2018 [Bars. 10/21/18]		Stalosholder	10860	10681	1	Terry Cassidy	Terry Caraldy	Maree) Hernan	Mercel, Harmon	Marcel. Harmon	Marcel. Namon		Maret Hemon	Marcel Harmon	3	Marcel.Hamon	Marcel Harmon 6/28/2018 9-47

CTARK WEITZ CLARGOON
Reports to Stokeholders Comments on Upd
Propries but 25, zons (her. 1074/15)

							Secondary Comment - Response			Mark heat and Verification	
Page Statisholder	Defa	Comments	Status	-	Drifte Bestoonded	Margonae	rienne) For Cana	Pollo Reviewd Startes	Follow-up Barperse (Provide	MOD Suition of Comment was incorporated (Compensal by	Worldcaston of update (Provide Verifier
Marcel Harmon	Ske Stockerke n	News CONTERES, FIG. 5 for these additional "Marybe" by parts, productivity that the state of the lates of the state of the	comment to be addressed in the certification on	list, miles	7/72/5888 1042	1 2			- Internation	property. In the Arm_LEED_Golden radelity Marth Reducted in the rate of the BDB document, this erect provides additional clarity fing the simple of the Additional charty and Militar. Additional workshores	
62 Marcel.Harmon	9/28/2018 9-47	New Commany, Prajec PLD-6; if well-rises unlimit are specified, as drawn's success and assistances of tall revolved, it's critical that amilitarizes is fully as brand and understands which respected for flect maintainance.	open (e	prahasa	7/12/2018 10:42	Communit advanced and CWC and KDAB are heaving empeloing conversation related model-up installations in the ceitably formation to effort for maintenance and operations to trust products prior to installation.					i \$
62. Marcel Harman	n 6/28/2018.9:48	Original Profile ISDD Concented, Page FSIP-7. The VISIL building Standard provides before LED Profile Laborated Carlot States for the Profile States and Laborated Carlot States LED Profile Laborated Carlot States for the Carlot States of the States of	E Da		EH-OS BIOLETICE	Original response indicated that the VEEL hadding Structure of the land original ori				oral	
Marcel Harmen	6/20/2018 94		DisAgnes; commont to be addressed in ment place, set by gratum on 7/12/2018 at 10:48584 AAA	1142	62-700 10-43	Original Response indicated that the vessel he acided in histosyssey. Statistical Refly Wendshope, The design same working such KOSDs on developing as the discontribibility scale (deep peaslose that will feman or individual CESD configuration statistical Reflex peaslose that will feman be before any original protein and statistical Reflex peasloses.		<u> </u>		repart for the April 1200 Goods of the Application of the Application of the BOD discussment, this discussment promises about the about discussion of the sequence of the sequence of the appears the Additional worldshops.	
71 Terry Crediby	4/25/2019 1898D	Where is the based for chose detailories" What also myclinis regarding state to concentral structurer fulfolliny small costs were analyzed? Was conventional BRIS vn ICS included (in analyzed?	Ankyros; comment incorporated. See updated base, set by Aboardin. Thewis on 7/31/2018 or 346655 P.M.	Alexandra.Thronto	1418/2018 13:44	Conventional RKS system was assumed in familing. Franch time designs presented here will be updated based on genterinical information provided a few Concept sheight.				A1D A, 1020	
72 /80%	1K:61 MC02/9/L	Weller proof team.	Budgmer, comment to be andressed in next phase, set by communitie on 7/23/2018 or 6:33/21 PM	Carolina, ružz	7/23/70018 aleas	Yes, waterproofing as journerdons will be casilined in the specifications,				To be in specifications at Schematic. Design	
72 Terry Cresible	6/15/2018 1647	NO' THE THEN WHIN WORLD OWNER SOTTE THEN HE'S LIGHT LEASEN TOY ATT, THEN WY PEAT OF the	Prigras; communities and characterism in mark plane, set by william, density bedien on 7/24/2018 as dolling Phil	willen smenacker	7/254/2018 19:42	The has been presented with abunutives, the talen 60' tower is the your ow that presented spikither to 60' of the recorded result, this location ratis a distribute on between the introduced a man to be enough to lided an abunuti. To be reviewed if it may control is may wish evolugit to lided an abunuti. To be reviewed if it may control is may wish.				E CANDADA	Ala
73 jileka	7/6/2016 19:39	Neally75-LSM fank ding for calacom?	Andgree; comment incorporated, Sea updated issue, set by Alexandra, Thunks on 7/16/2018 at Enthers pu	Alexandra.Thewis	7/JA/2018 15:48	Yes, Fer Geotrechnical report Back ock dapth warher from 75 to 1909- feed below grade, Feanwhitten emigra prevented lever will be updated based on geotechnical information provided silver Centup belogn.				9	
75 //8/44	7/4/2018 19:40	we mean'to have more discussions are all most the deciding and bow the lower and upper readshipts in a few foreignms, constructed and preligible hed		Alexandra, Thereda	7/14/7843 15;40	Additional	Make Group and Electory, Perfor status code to B.				
74 Terry Cassiby	EX:21,2018 17:18	Can by crushed centertle from democition of garage, tenninal and junchased Rill bish?	p	Alexandra.Thewts	65-51 Block9147	N A	Response selutionary, sudject to use as brokling or fill meterial where ancommonded by the geotherinical angitment. Revise status node to B.				
M DMB	6/28/2018 715R	ICC-650 to formal in the atrustormal devages chimmic plagements AR), but should be appetitually mountened willbar the naturative as the loops of designs.	#Afgress comment interpretable, See updated issue, set fig carelenn, rists on 7/24/2018 at 1:54448 PM	carolismunitz	7/24/2018 13:54	In a menting with Incide It was about you had not they will not be provided; "thousand shalling" be ICC 500, Innoverse the identified bormpile for his re-decided moves the structural requirements of ICC 500.					
Z.	6/27/2018 13:19	Lasiving extering absordanced structural elements in place may likely creats future conflicts and limit future construction fleshells for ECRO.	In Agree, connect to be addressed in sect phase, set by Alexandra, Thewis on 7/16/2018 at SCIRCIP PM	Alexandra. Thewis	47.6.000 17.19	Foundation to equippe destablished new that the impackable based on protectivities information provided affor Conseys design, it is very Blody with the required updated foundations that the existing pumps structure and foodings will need to be removed.				970	*
	6/27/2018 15:52	Need to re-phrase this sentence. Need to re-phrase this sentence.	Anderse, comment incorporatori. See applicate that, set by Awarish Throws on 7/16/2018 at 8:18:09 p.M.	Alexandra. Thronis	812/15/2018/1/1	Agreed.				910	*
E2 Terry Caralelle	6/25/25 BLOZ/82/9	IOV Ferview on basis away productive debugs. Same as before, What fultura phases?	Dybo not agree AnAgree	Alconolin, Thewis	7/14/2018 22:03	Protective dealing narrathen was aubmitted maker separate cover. Future phases refers to future phases at the dealing process, 50, 00 and CD.					
R2 Terry Cassady	7/8/70/8 6.23	80° fearty Tower is a large precident for PAA line of sight	Polygres; comment to be sibtraced in nort plate, set by willow commenced on 7/25/2018 at the total	William America ber	म्हर्मा स्टब्स्	The has been premorted with absuratives, the table 60's town is the corp of our the promotest splitters to all of the prespired areas, like becarbon once a leading or taken yet, homeway, the shaddow is an ended enough to block an absuration, the better for an ended enough to block an absuration, to be reviewed Enemy to be to temperate.					, MAI
R2 Terry Canaday	4/21/2018 17:19	Need to assume attractive with not triansfer educations from conventional BME. ICS is typically supported by streams residing an flow, not augmented from colling.	D-Agret, comment to be addressed in next place, set by Alexandra Theoris on 7/16/2018 at \$12228 PM	America There's	55.77 BESS 17.23	Whenten Industrial from 1445 will be combined in dulings based as final layout and an image layout and support conditions of shoots spatter.			-	Appendin M	M.
IE Terry Cassidy	6/25/2018 17:29	Exactive, yes, exponsed to be cent-den-place.	Andgree; comment incaporated. See applicated serve, set by Assandra. Thanks on 7/15/2018 at 5:28:23 PM	Algornán Thewir Cardissa, ruit	7/24/2016 17:26	Will be updated. Gebrussed in 7/23 reveing, PMG pased that further analysis is not programs.				B1G-2, GA3AGE IS PRECAST IN	AM
2000	7/6/2018 19:42	We still need to undentand casts, design and find roof layout to approve this.	E 6	Alaba nafra. Throwts	7/16/2018 17:23	Roof Trukes will be present to again the endman five below. Their mann makes up you all be desproyed for collocation with the coupling cost exists not will be decorated for collocation with the coupling cost exists not will be decoramented to the need placent.				TRUSSES REMOVED	

CLAKK WETTZ GARREON Response to Stale Indian Commento on Updated Bests of Design (BOO) Document board with Concept Design Parkage Prepared in 72.70 feb. 2012

						4 11 4 1		The same of the sa		Committee Management
	Comments	Status	Responder	Dute Responded	Магротие	Delacoverup Commismit (storm recomment) (rist cannot Devote to The posterior (storm to the storm	Revised Status Responds	Naponder)	Responder)	- LET-18)
577	places believe countile laboral excitors for the treasing of countilities at dell find by ACE 7.	An gras, comment incorporated, See updaned stun, and by Alexandra, Thewloon, 7/16/2018 at \$19/28 PM	Alexandra.Thereto	2/18/2019 17-96	Will be challed in next issuance.				ors	WM
Wangara Lasa	readen maintains appears word to specific the control of the contr	A - Contract Incorporated. See	Alexandra Thewis	7/24/2018 12:25	Concepts are being revised and will be incorporated into submission after review with ICCAD.				dī4	WW
50.5T \$10Z/5Z/4	international partie is expendible. Dire committee and if need doll at have funds to sell be a monitorinent bass. Showing the object of the Standard of the object of the and sell of private and/or need want to make the attentional. Another predestration can be exactly place account and other low terminal and part from shouther place their except place account of the sell of the certains and part from shouther based and the concerne.		ar olim. ruiz.	\$1.47.8103.hz/).		Totals addressed in accopted Terrakes halding VE. Mark as classed/completed.	P		IT PANNT HPSACTAED	AR
6/11/1018 16:31	Coordinate area 8'x, No area 8 ahown in 6g.2.)	A-Agree; continent incorporated, Ser- updated bease, such by Alexandra, Thereis on 7/16/2018 at Realchis PM.	Alexandra.Thrwis	7/16/2018 17:98	Wilbe updated in next beatmen.				bun	AAA.
0):E1 9707/27/9	Will thermal bridging be an issue for the capitive red overhoops? If so, what are the miligation names of	Pulgares; comment to be addressed in most place, set by carolumants on YPA/2008 of 429-50 PM	ट्राम्चीया उपहि	66-91 BLOLFELFE	Yee, thermal bridging it an issue, Pecolabe mitigation strategies are scructural thermal breaks or providing lessabelm at stead maintheir directly adjacent to the anterior well. To be analied in specialing places				DIG	NA
54/27/2018 13:42	If the chiefing bankup stavil is to recive inturnescent puint, is an APSS tests membed?	A-Agree, comment hours maked. See updered leave, ver by paralam ruiz on 1/13/2008 et 7:2049 PM	shr dam mala	१८३८ १९२०	Chadang back up sheel does not require intersecent paint. That to be defined SOM Comment SOM Comment SOM Intersect				ваю	Mee
7/4/2018 19:44	How many supertural in order to get the right finish and look from the owner?	derAgries b	blikealbituler	1/13/2018 13-51	chery that the helpht of this wall is much taken and different from the Concourse wall it may be prudent to also mock up the Concourse heads.				826, page 7 Window wall rate removed from	5
7/6/2018 19:47	We need to talk more about this whelen - well and the glazing	A-Agres; b	blake a htshuler	7/13/2018 19/52	SOM Comment. Confirmed. The window-wall raid to being explored in conjunction				BDD Saction BZD as the design of the airwadon have progresses, refor to Building floor to floor alterations	*8
4/27/2018 1E-44	Claim fevel to Departures Lovel Is shown as 425' in drawings	A-Agnet: b	blate atshaler	9/11/2014 13:50	SOM comments Confirmed, Calim to Dapartoures is 35'. SOM Luminests Confirmed, analy use it any sast in place concrete will				removed form 800 raction 920, refer to beliding sections and Wall Types	ă
7/4/2018 19:45	This is highly important. Aved mock-ups antil owner approves.	Andgree; b	blate.attribuler	7113/2018 21142	require most ups to be reviewed by all parties. SOM commons Parties Samor Peads currently under review by				520, paga 9 Denign of façade screen to be refined	.
6/25/2018 19:12 //6/2018 19:46	This has been rejected by the Dwner on namerous organisms. Head modi-upe for gaings factores for owner approval	A-Agree;	Material Shufer Material Shufer	7/13/7018 21:43 //13/7018 21:43	Design Team and CVMC. SOM Commant: Confirmed.				In subsequent design presentations. 820, pagn 9	≨ ₹
6/29/2028 11:24	New comment: it is undertined that Protective Investion (India). Pulgeat, comment to be editioned in Perconnected India come sention of materias of black relations representents, or most place, and by flast on 7,014/2003 reference action 950 from meterial ordinaria delicies to make clear (II) these sections to a 11,005/20 PM.		blaice,etschuter Alau	//Ja/2018 11.04:38 PM 7/Ja/2018 70:05	\$90k Comment: Confirmed, will spotche accordingly. Dischilles which nevelsp with pranches design aspects will refer to BSO Presentive Design Nemrative, substituted under separates cover.				D20, page 8, 33	*
Decorate some	will hak some be serformed on all includes and stace for building)	Aragemes communit incarporated. See updated teams set by carelabaratifs on 1/32/2018 at 12-40-52 PM Aragement to the area of the area of Aragement to the area of	carden ruk blale a brituder	7/32/6008 12:02:32 PM 7/3/3008 23:05	Ves. Building Envelope Commissioning will be parliamed. This includes the state frequency for the third includes a state of a reason requires stately expensively. The state of the state o				OK abed 1920	¥
7/6/2018 19:50	Mand more toput and mode-ups on gives, angles, ungled walls, and glasting	85	blebealishuler	7/13/2018 23:07	SOM Comment Further requirements of most ups to be confirmed and updated in subsequent BOD submission.	Response setflectory. Breise status unde to B. R			Mink-up addressed on 52, pup: 25	=
6/25/2018 19c24	ттит		srolamnuż	Washington Levin	To be removed.				සිට්ට, page: 39	MA.
1/6/2018 19:51	is this standardcomy buildings are older than this and shund hat burgur than 50 years.	B-Agree; porment to be admissed in not phase set by Run on Y/A/VOUI at 2005 02 PM b	blohnsaltshaler	7/16/7018 13/24	SOM Commant: This will be omitted in the subsequent submission.				830, pulle 2	5
7/6/2018 19.52	where is this metal roofing aid	A-Agres; E-Agres; constrait to be addressed in	blatealshaler	7/13/2018 24:11	Now Learning as the state of th				Metal rading deleted from E3D.	1
7/5/2018 19:53	Reed more information and mad-ups for owner to approve	orest phases, set by RLau on 7/14/2018 at 10:06:02 PM	blatosattshular	E1:62:9102/E1//	SCOM Comment: Conformed, full mask up information will be provided in subsequent BOD submission. 50M Comment: Gutters to be founded at mod edyes leading to				Metal routing delated from 690.	a .
7/6/2018 19:54	Where will gather be plecod and how will they be brazilied.?	A-Agres: 6	blaica.uftshufar	7/13/2018 ZBUS	downspouts. Guttess will be installed to interface with TPO rooting with stream of excitation and manafamblods. SOM Comment: The decking is for the stylical root deciding of the Hardhouse, Rental, Communes, earl Comments and Comments roots. It is a double-added				890, page 6 Epic Deck is a reflutar deck which is	. .
7/8/1006 6:29	Where is this and what is function of this?		blake.aftshuler	7/13/2018 22:16	deciding which spores "90".				now detract from 530, page 7	ă.
2/8/2018 6:12/2//	What is the design life of this system? Host size owner likes the mentionine roof look and design. Need furtheir discussions and neumer movelum to a more as	next phase set by Rau on 7/14/2018 at 10,055.02 PM	blake allehuler blake allehuler	77-25 2007/21/7	SOM comments Design life to be reviewed and conveyind in althrequent BOD submittion. SUM Communit TPD roofing is notable but with the design infent and probe to when.	Property will actory. Navida Bakts code to B.			B30, page 9 n/a	84 BA
95-61 8002/9//	Not sure come has approved the Mach to change on any green roof and where it would go and how to maintain.	_	blateathhules	7/13/2018 23,18	SCAM Comment. (he green out is consistent with the bodyn intent.	Roof gardens are to be eliminated.			Green roof is deleted from 890, 10	BA
72:51 8107/9//	Weed mock usu for overity approval. How many shylights and aboligh?	Budgree; comment to be addressed in next please, set by Riau on #14/2018 at 10:05:02 PM	blates allyshulm	7/16/2018 13:28	SUM Lennment: SOM to roskew mack up requirements with all applicable parties.				Skyfight quantities shown in roof plan, mock up mentohed in 1991, page 13.	48

CLANK WILLS ON SECOND ON THE Proposed by 27, Zone (Park Tables) Community on Upd Proposed by 27, Zone (Park 1915) (8)

	face fore face in small					Victorios apres (Janagh Valen marmoer (a provide explanation)				
	-						Secondary Comment - Response		Sackehedt and Ving Benglen	
Puge Stateholder	Dete	Correnants	Startus	Demoder	Darbs Besporwland	1. anudeng	Pollow-up Commant (from Reviewer) (For Canal D Responses entry)	Follow-up Response (Provide Italia Responder)	4	Provide Verifier
	7/6/2018 19:58	beed understanding and ownse approval on mode, upo Owner hands to see the mode, ups and full understanding of glass walls and glassing and lift	IPAgres; comment to be addressed in most phase, set by Rian on 7/14/2018 at 10:05:02 PM	Materatologic	7/36/2018 15:29	SGM Comment SQM to clarify in subdequant BGD submission.			discrib	
135 Jiska 141 Jiska	92:91 81:02/9/7	pattern. Owner would like to undestand here these sempowents work and get Nevicated and connected.	Andgree; Belgrus; comment to be addressed in most phase, set by Raw on 7/14/2018 at 10:0002 PM	Males alrestoter	7/36/2018 13:19	SCM Comments Exhibitmed.			690, pages 1.6 Design futtons of perfection suclearary concept to be described in clean in	V2
144 Jista	7/4/254# 20:01	Pleed to know more and mock-ups		- physical and the second	7/16/2018 15:31	own communic unapp spains and devise Open developen. 50M communic Will carifirm most up information in subsequent submissions.			Subsequent phase,	4 1
248 Jillia	7/6/2018 10:01	How does the all work and look?	BrAgrey comment to be addressed in most prime, set the RALL on 1/14/2016 at 1065:02 PM. PrAgrey, comment is be addressed in the Address comment in the addressed in	No affection by	2051 0000/30/r	SOM Comment 300M to update learn with canopy system companions and details.			oofing dislated from 540,	
349 X0881	2011 at 02/22/8	Conveyst devulving plane room show can a hank of two inlensers and can ben't of two establishes as the named hand of \$5.00,	most prints, set by jupp on 1/23/2018 if \$500130 PM 6-Agres; comment incomported. See updated kura; set by combinancitic on 1/25/2018 at \$1.37.950 PM	glejp oerolenes nak	7/23/2008 5:0439 PM 7/25/2018 17:57	NOTED Text and advendage will be connected to metab				
-	6/25/2018 1.0.04	Ĩ	med ghate, out by Jupp on 7/22/2018 et 5:04:23 PM AnAgnet, comment incorporated, See undicated itsus, set he conclusion rule me	inya carabematik	773/2018 5:04:23 PM 7/23/2018 17:36	NOTED Test to be corrected.	_	_		# - C
	7/4/4008 7:02	Add two crosswills Departum Level		£	SOUT MORE/STATE	WOTID; crosswells will be added			oro oro	
149 10661	6/219/2016 10:50	Could use some challicaritor(definition of "Lambade" (sourmed to be non-seum-side of SSCI) or "Ausde" (acamered to be post-SSCIP).	8 8	jepp carafama,rutz	7/73/29/2 \$400-31 PM	WOTED WII Iden's) vaol.				
149 10G1	BE-TE STOZ/62/9	_	al Scotició PM Antigras, comment interporated, See updated lesse, set by estrainna rate on 7725/2004 at Scotici PM	pryp	7/22/2008 6:09:08 PM 7/25/2008 17:39	NOTED Test and direviegs will be corrected to maticia.			010	5
130 1061	8/29/2018 11:12	Coordinate with Concept Design plans, Elevation not shown on basement level.	*	continuati	7/75/7018 18:03	These elevators are not meant to go to the baryonerst level. These of evaluation are between macrains in and Level 9 grids. Further discussion regulated if sheathors discuss hand, Level 2 se west.				5 2
130 1061	6/29/2018 14:39	Coordinate stretcher excelementation with Chapter 1, E10.0 and ECIO. recommendation	Makering commost to be addressed in most phase, and by Japp on 1/23/2018 at 5:06:45 PM	dan)	1/22/2018 17:06	RECOMMENDATION SITEEDS MINIMUM CHAPTER 1 REQUIREMENTS				
19001 251	स्टरा शायर्थस्टर् _व	Elevator Fi are redigent inclinated on Recenfaces, hat ere lineed in App. 6. Alery be berumfinded in inclinate delignmentatif foor plants between tendions in reliability.	B-Agrae; commank to be addressed in mint phase, set by Jong on 1/22/2018 at 5:07-48 Ph B-Agrae, commant to be addressed in mint phase, and by employer, vill or 7/23/2018 at 5:25:28 PM	Jeps Carellinen, ruliz	7/22/2018 S.071-08 P.M 7/23/2019 17-12	ANCATTET SHOULD AND ELEVATOR 15 TO PADOR PLAVS VVI sed it neet planne.			THE B WH LOCATION Maps subject	
188 Tarry Cessity	6/28/2018 20:08	Why cta News attest?	6 P	aple or appear	Mary Bandards	For highly math-thand areas, SS provides duratifieds and meatures incom- materian holes. (Alternate materials would be painted aluminum or the complex which would be been destribed and manipum paint touch upos, Ac 7/11 meeting was assessed in sections to the complex of the co	Map once articlastimy. Mark as dosed/complitated.			n
167 Terry Casobby	7/8/2018 7:48	witry do these supmospecific performance offerts, who determines performance criteria?	De Agrang comment to be addressed in ment phase, set by jayps on 1/22/2018 at 5:10:15 PM	dest	ULTI OLOKYSIY	STAFF DERVICOR PROVIDE CONVENIBIT CITCLI ATTON NETWEEN FLOORS CHAY, NO SPECIFIC HANDLING CHPALTY REQUIREMENTS ARE NEEDED, YNLI, REMOVE SENTENCE.	OPPOINT.		No hebon needed	e :
270 Terry Caudily	7/8/2018 84/2	Need more definition		Sur militariones	7/12/2001 12:19	Agreed			To be addressed to seek plass	
171 10681	6/25/2018 14:30			ated.	1/23/2011 17:20	SPELLING TO RECORDECTED			oro	_ 5_
173 10881	6729/2016 14:33	Coordina ha stretcher accommodation with Chapter 1, E1010 and MOND reconstrued altern	_	£	1/23/2018 17:11	RECOMMERDATION EXCEEDS MINIMUM CHAPTER 1. REQUIREMENTS			Dio	<u> </u>
	6/28/2018 14/28	Part play play	ment phase, set by jury on 7/23/2018 as Ecclud PM between comment to be addressed in heat chees, set by leason 7/23/2018	R	7/22 /2018 17111	SPERINGEO LS CO. CONTROL			DID	2
174 Terry Cassibly	7/8/2016 7:50	No golf carts (naisle of Busidings		1	7/23/2018 17:12	REFERENCES WILL MK DELETED AS DIRECTED			010	5
176 John	7/4/2018 about	Owner would the so know more about hattycom meanfab and hallmay maanlabs	Princes comment to be addressed in dost pines, set by combine, cut on 7/12/2018 is 12-12-10 few or Princes comment to be addressed in	medimentals	7/12/2018 12:02	Er Convensent to the authoriseed in next phase.			To be addressed in most physical	
177 Terry Cassidy	7/8/2018 7:53	What are exist extenderestons of the three lighting applicing?	MENS (PRINCE), 195 DV Jugo un 7/23/2018 at 5:19:40 PM	dilat	7/23/3048 17:13	OPINION OF PADMANE COST \$2,000 PER OPTION		_	D10	
Aminostice 523 Design Mahadila 2015-01-19 Upskind NOS	In Comment					Page 141 of 169				ALT TO SENSO THE PROPERTY OF T

CLARK WEITZ CLARKSON IEspanse to Still Moller's Comments on Updated Basis of Dedge repression 27, 2018 for a Strain

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B - Augre; comment the saw Gatterial and work places.

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							Secondary Comment - Response			П	1000
				-	Profes Bare recent Land	Bearings	Follow-up Comment [from Reviewer] (For C and In Parameter)	Ravised Status No	Follow-up Besponsu (Provide Nesporafer)	Responded (Completed by Responded)	(Provide Veriffer Initials)
Page Statesholder 182 Jiska 196 Teiry Casaldy	7/6/2015 4005 7/6/2015 4005	Opportunents Would like more information on the Terrezzo and the drags and alathy to have color and Admin rock-up to mare; applicat, public yils for et? Affeir gots to be finished to some with bear			18:51 8107/21/1 05:11 8107/21/1	E. Communit to be addressed in sent photos. Fightes are criticated				ed in next phase grams	5
197 Tentrale 198 Certy Caraddy	4/24/2018 12654 7/8/2018 707	Suggradim scord beaksioons, efficia here spory conting. They are a-relet to maintain. Affine Dist to be finished to went within box	A-Agree; cumment incorporated. See updated base, ort by cardenbulz on 7/18/2018 at 11:5/129 AM	tar thâmh nua kpatel	szut ruszat/t ożet ruszat/t	Yes, a printy coldon its midded Fineches ann Including-d.				c20 Fibre bitagrams c20 Fibre Organism	55
201 Twry Cassidy 201 Terry Cassidy	81:18101/8/1:	Some lone, with graves they proposed for the location. United from no streament lates of the location. United from the streament lates capeard to a very manufacture of the supposed to greater that the lates of the supposed to greatest paint and eliminate or a late of the latest lat	Bi-Agree; comment to be addressed in neck phase, set by condenounts on 7/14/2018 at 11:55:48 AM	carolinn.rufr	######################################	fenced. Well review in the mark planer. behannerers cauling it removed from the project.				Appendix BB	NA. CB
			BeAgree; comment to be addressed in next places, set by carobean risk on 7/38/2018 at 11:45:21 AM	cardannutz	7/18/2018 11:55	HORIG. Will review in the next phakes.				Appenda 69	<u>5</u>
2015 dayled harrakes 2017 Terry Casaddy	_	Un & pranted to be 'constant air volume (LOM) bets 9 VED was referenced in the general protection description before. If unit is CAM, betw. Vell description control verification be accomplished? Galvatread, net painhed		Jamestiletz h carolanu.rulu is	osti ridskije	List will can modelite for DCV Frequency premistat. DCN was used to distinguish diffurens from traditional VMV system. TREATERLS To be hadreded in the most plakes				Section D3960-B-5-c was revised to address the convenent C1D	Committee incorporated YM CR
207 Terry Casaldy 200 david hartzler	7/8/2018 7:28	Expediter Inhandel by givenstrate, rust pathods for the coronalism beauti to providing their earn anhaust/hood system, how in the provided holdways for this beauty size(s):	And phase.	carefant rult refresin Jernes I Nett	1/30/ECLS PA	1793/00 N in the included in the format examiplicate. Concessions over 120005 for the included in the found of making the include distribution with the included with found of the include distribution with the included and in form of the include of the included of the in				Response was duritication. Page DSD- 5 ahready lifet connextum pequiaments.	
	1	Pecfeeders for closed hydroxic systems and automatic fixed system for candenser Waler	B-Agree; comment to be addressed in next pluge, set by James liket on 7/2/2018 at 7:36-57 PM	LarmedDieta	77/3/7008 19:39					DESTUDAS	Comment Incorporated.
215 devictions	o 6/28/2018 17:20	Absoly subset in 0.8500.0.5	B-Agrey comment to be addressed in nost phase; set by Jamesbietz on 777/2018 as 7-90:34 PM	JernesDirtz	7/23/2018 1940					Datio.A.9	Communitintorporated. •
215 daylothurzian	11 6/78/2018 37:18	Alresty samed in Dallman s	B: Agrae; comment to be addressed in next plane; set by JamesOerts on 7/73/2018 at 7.40:37 PM	Jimerahatz	OSSIS MEDZYZZZ					ng110A9	Catement incorporated. TM
217 Steve kiras	65/12 9102/92/9	Steven Groub, ME Graupy paints A. A. coming strakingholt. In parish A.J., regarding bit nastruktion	B Agree; comment to be addressed in next phase, set by lamesDets on , 7/23/2018 at 7-41.01 PM	AnnesiDietz	7/24/2018 19-43					DISOAI	Comment incorporated. • TM
	6/23/2008 23:23	At 1360; considered to shread be given to 80% operated childen. If SAV SAVEN is used, you proceed a 2480 sharehold share the sharehold s	De Do not agree (Pr. sign team member ou to previde at plantabun) set by Jamo Divizi ett 7/23/2006 et 7 41:21 PM	JamesDletz	7/23/780.B.19-41	SRV chillers were evaluated based on costs and sevings. It was more cost effective for 480v delibers.	Pagings			DAILBALLE	Comment response is D. Comment addressed. • TV6
1	THE GHART	Stown Ent. Mr. to dute Like Dilk to 03359 paken thek dry system are needed in the ably	A - Comment Inconsorated	owoher James Dietz	7/11/2008 9-16-12 AM 27-11-10-10-10-10-10-10-10-10-10-10-10-10-	Emart systems are still being deborraheed, Will update BOD to broismic for systematic when inquired by local automity or other indirented Standord. BUT comes are BCP, tamedarch which require no sprittider systems. BUT comes are BCP, tamedarch which require no sprittider systems. BELOS to be additused.				03190.01	Comment addressed in DS150, - TM
	27/2208 30:12	Shawin Erris, M.E. Group: Consider mother option regurding dumarration in the neest the others		r pengehom danestijete	MY TOSSES BLOSTETY	tas previous comment, the differs will be 480%.				10050a.Z.e	Construct addressed. ~
	SCIX BIOSTACS	hecommend considering (1607) operated dellars (alber fats 12,12 DV	D=Do not agree (Design beam member to previble explanation) D=Do not agree (Design ream member to provide explanation) set it; to provide explanation) set it; to provide explanation) set it; if inher Deet not if its inguise it if it is provide.	arengalman JamesDietz	MALENCE BOX/E/I	this has been endurated with request to price and quantition, it is incre- nced, effective to provide special obligation in modern whiches beign trans mealment dated obligation in most count effects explicit. The editional casts of the calling where nove then the another to the electrical provides.	Pulling			DSUGGAZA	Consment addressed -
1	6/27/71/10/26	Several Firms, N.E. Orwage: Denselring \$4500, shows transformer rated at 3.3 MANA with San coolings of limer in newser expectly phone \$4.3 Let. the total load on A and 8 select cannot exceed \$5.3 MAN.	B-Agree; comment to be addressed in near phase, set by lanced lets on //x/yous at 12:09:17 PM	aengekman	//xs/2008 126-67	ages, the lost afformation to being universels action and more boat information is switched. The investments will be stoned and operated by X.P.B. and they know more finalliths un overlanding than for cardan periods of times.				DSARO-A.1.b	Communit addressed .
HE Steve Erat	59/27/2018 10%	B. Agreet connected to be addressed and the best addressed to be addressed to	B. Agree; convinent to be addressed in n next phase, set by lamethists on 7/1/2008 or 12,79531 PM	n aempelman	1/13/2018 15:38	agus				D5090-D.4 and 03990-E.2	Comment addressed

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Responses to Stakeholders Comments on Updated Busis of Design (BOD) Document herord with Concept Design Padrage Present bir 12, 2018 (fee, 19715/Us)

A « Comment incoprostact, See updated ILOD
B » Agray, comment in the Addressed in mar; plans
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							l'ollous up Comment (finam Reviewer) (For C and		Follow-up Braponse (Provide	BOD Section # Commont von Interpretable (Completed by Interpretable	Verification of update (Provide Verifier Initials)
Page Studenholder	Date	Comments	Status	Responder	Extra lives porndered	Runporter	At Nes poment only)	Hevised Sultill	Nas portory		Act the ab
			G-DC not agree (P-agat bean member to provide graphenation) set by firms an 77/33/2018 v. 3 Ao 36 Peri Javagere, comman recordented See updated struc set by furno m 2/32/2018 n. z. 75-48 Peri Java not agree [De-agat - Ann manther Ary orderla suparation).	4 G							
			Dubo and year to libegue have nemble or provide an extensional part of the full more or 7/13/2018 at 25.56 p. 17/2018 at 27/2018 a	ode :	ma ea ea eachety Herisoletzk	book by for a position of the interventing form the resistillated had				E -5-00220	Comment Incurposited
PACTOR CONTROL DATE	100 day 4 min 2 d min		7	a a a a a a a a a a a a a a a a a a a	7/14/2018 11:24:54 PM	Will sof. Gursel, Fall Tourit will be provided with sold water line and will be responsible for garrenting that own twice wret.				Com 14 hWMh E o	Comment knosporeted, -
	6/78/7018 1/502	Input from banalis domestic rold water servity? Paragraph C.S balow states that each food service temant will provide a greate interraption.		hiro Imenallista	7/15/2018 1:4/:3/ PM ////2018 12:4/:3	Will be clarified. Graude will be set to common extedra grease world option. Trinsit will receive it greater woods line.				A LA POSTO P. P.	Comment Interprested.
349 devisthantder	6/78/7018 17/05	Which is corrued?	phase, set by jumen/blez on #3.1/2018 A-Aguser, continent incomparated, See updated fairs, set by linth or an YAS/2018 at 2.45-50 PMH B-Aguser continents to be additionally and and an analysis of the set of th	35 s						THE CALL PROPERTY COST	Comment interperaind.
249 develhantier	6/24/2018 17:04	Price in the instruction point of all states were not very, above no money bound price, see a factorized on 17.17.17.00. Freigning indigite return at pleasant A algore comment from endigite and price comment from the additional in one comment from a definition in the comment from the additional in one comment from the additional information in the additional in the additional information in the additional inf	at 22.1201 PM. A Agree; controvers on 71.177.000 at 22.1201 PM. A Agree; controver incorporated, See updated bases, as for finite on 71.17/201 at 21.922 PM [B-40pve; comment to be additional in pert.	P. L.	7/18/7018 1A-03.	Will reche to stainless stail piping.				See CN D2020, A.3.A.	TM Company Incompany
249 david hertzler	6/21/2018 17:03	Schedule 40	ofweek set by James Delta on 7/17/2018 at 12:24:32 PM	LB Imino	7/13/2014 14:34	Will old.				D2020-A-3-a	M
							(injections authorizing, tablect to glor network in post-crime and merinenterated conditions, fortice action cash in it.	50			
249 Terry Casably	T/N/2018 7:58	All greene weede pipe to be head twent	25	James Oletz Imiro	7/11/2018 12:16:27 PM 7/10/2018 14:04	Will be heat brazed in location subject to freeship as indicated at the $7/31$ meeting.		80		P-E 4-02020	Consessed incorporated.
248 dawld hartiller	राज्य सामार्थकर विकास	Sanlary des nass silve man täppe at 1/e ^e ger fred per 1867 700.1 unheis approved by the Hig.	provides comment interport and Sas very profession and the Control of the Control Particle 2 and	St. St. Welloo WennestDietz.	Trajone zakon pa	Wall treter.				Z V-070000	Curreness to be application of

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CLARK WELTZ GATESTON

Resource to Statistics Comments on Updated Basis of Dealgn (900) Document toxaed with Concept Dealgn Package resource to 32 Table 2015 Concept Dealgn Package

	-						Sacondary Committee - Response		Statistics and Verification	
Page Stabsholder	Data	Corresolta	States			Personal	Pollone-up Comment (Brom Reviewary) (For C mal	Follow-up fampones (Provide	MOD Section & Community was Incorporated (Commission) by	Varification of update Provide Verifier
		:	Andapres; comment thromporated. Sen system beam, set by favir or 7/13/2010 in 1.190024 with [landgres; comment to be addressed in next phase, set by James/Nets or 7/17/2018						Notpoider)	
and developed to	00 II (10 May 1 1 10 May 1 10	Princial in cast assessments of paraligning the debotes.	at 1224-git PM Andgree; commont incomporated. See speciated locue, set lay family on YAXZON at 125222 PM (endgree; comment to be addressed in reset	O	Wilden 11-50	WIII delinea.			Dash-c-a	- Water and south the service of the
252 devid hartzler	6/18/2018 17:07	Subparagraphs to "9" abone.	phrists. cet by James Dietz on 7/17/2018. at 12:25:00 PM AnAgres, continents incomporated, See Videnty delice, eef by Indro on 7/14/2018 at 1455:47 PMI B-Agree;	e carriero	7/13/2018 12:51	991 referrent.			D2040-4-3	Community Incorporated
253 dowld hartaler	6/24/2018 17/89	2 946	comment to be addressed in next phase, set by Jermediletz on 7/17/2018 at 12:25:20 PM	o Delico	7/33/2008 13:53	Will add,			- The state of the	Comment Interporated
259 deviditurzien	90/28/2018 17:09	Will all food service tenants have excess to the osterior of the bending for rejul yeas?	D=Do not ugne (begins non member to provide explanation) as by inno or 274,4/2016 e. valuation) as by inno or 274,4/2016 e. valuation) as by inno or inno endicates of consultation as by immediate or innibe	indental indental	9/12/2018 1.53.56 PM 1/17/2018 1.52.55	As fractioned at 1981 meeting, a right of way will be provided from this the ship lique to find beneve at this motivitie wall, Lowers and support will be provided by the lass buildes.			9 4 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	Comment Incorporated.
253 devid-herzier	WE-C1 BEAT/82/0	3	Anklynes; comment fromporatiod. See upother base, set by famin on 7/13/2018 at 158.07 bit (9-4/2019; comment to be authoroped in rexis phase, set by denealthers on 7/17/2018; at 1258.10 p. pt.	alm colin	es al modéray	Will sed.			1 - Norman	Covernment incomposation,
Z77 cayubi	6/23/2018 22:01	Lijihaing system dono not seldres how the anterna farm will internat and avoid stribes.	of Arteston extremely the addressed in operate hards response to the addressed in operate hards are of phose.	spensor/han's maliney	1721/2018 2:13:33 PM 1731/2018 16:43	grounding condustors to mittante lightning analosed currents, Systems however, Is not ideal floor than lightning problection system, which is a separate mystem on the own.	Section		Continue (TVICTARE T & Continue C	Comment Incorporated
Z78 cnyubi	6/23/2018 22:088	Sell no identification of number of Now ethends meant by high fermed searct.	De Agnet, Centroles to be addressed in MAN, Shirte, art by speciar-harris on 7/17/2018 at 24:444 PM	grand-barring	75.11 \$1002/11/2	Synth counts are inflanted on the desembles, Shall TC-504 KCAB BACKLONE CALLING DAMMAM has the original counts, between the vertous telecommunications spaces.	Strictfied		Sheet TC-304	Comment Incolporated -
281 Steve.Emit	%724/2018 11;17	Streen Ennt, M.E. Gamps: Should be Apparaduc C, not P, for Systems Suemary.	BARENCE, comment to be addressed in most phase, set by apenda, harris on 7/17/2018 at 2:14:68 PM	spanoschawie	96-XT 9000/ET//L	Will update for federal Issuarize (was proviously listed as Appendix P).			Assende O contain this contain.	Combant Incorporated
282 Steve Ernst	6/28/2018 11:19	Steven Ernst, M.E. Group: add content to D7150, Vhice Communications.	Budgrus, commont to be addressed in next phase, set by spencer, harris on 7/17/2016 at 2:14-49 PM	spensor/lamb	7/17/2004 13:54	Wil be further developed in subsequent februs desjin phases.			Section D7050 Valice Communications	Comment Incorporated
Iduyea 808	6/25/2018 20:98	Confirm that the control system and how all lights are to be controlled will be defined as the control supplier and contractor, underspead the lightly control supplier requirements.	Bodypes; comment to be addrassed in that phose, set by humani set on 7/13/2018 or 11:38:29 AM	Koth	7/29/2018 13:08	Will be addressed in the 50% ST submitted.	Security		3 02 75 0	Comment interporated.
310 Enputh	MEGN 2012 50/5/5	The energyzong problem was also described subte general on, emane that all emerges og general geleves agains in teached by UPS.	MAgrey comment to be addressed in prof. playe.	Manufacture	7/13/2018 13:43 PM 7/19/2018 13:43	A the depth andware, the striking for damagnery lighting will be which developed litters find, generating forms and. All this advey lighting will be no this companion generator, not little, this is all waiting on confirmation regarding spaces requiring optional almostly emissions govern:	payque		DS130.11 & 051301.2	Committee addressed.
312 cayahi	475/7018 20/2E	Dafine for three areas	Prigras; comment be he soldrespel in 1904; phave, set by Jamaschett on 7/33/2016 at 13.59639 AM	3	755E MONTON	6. 3/D/Hote, grazeral filemination should be supplied by recessed Lgo lenved bother parallel the bolk in and now monition. J/LLD downlights over venify counters and sink bath areas.	Substed		P'9 W GETSO	Comment (mongranted.
313 cayubi	6/25/2018/20/25	Delha for three areas	P-Agres; comment to be addressed in next, phase, out by Amees(lets on 7/13/2004 at 11:08c15 AM	Kephi	7/13/2014 13:37	E. 2) Small LED ditractinging necessed bruiter for general lighting.	palities		DS130.M.6.f	Comment incorporated.
My cryol	6/25/2018 2D;28	Define for these areas, d. word b.	Physical comment in he addressed in large phase, set by Limestifets on 7/13/2013 at 11:99:29 AM	3	7/14/7018 13:30	d. 1[Diffuse, general Blornishthon should be neppline by received LED and surface therefore provide give subfused such some condition, 2);15 pc downlights over unity pourtees and sink that marks. n. 1; Sowal 1 LED direct/backen; received troffus for general lighters.	Substitute		DS13Q,M,7,JQ,DS13B,M,7,e	Comment into parated.
33.4 cayabi	6/15/1018 2049	Adming pengjurja	Belgers; comment to be addressed in next plane, set by Amendedic on 1/13/1016 as 11-mest sea	1	7/700/2000 120.46	A. Compact, LED adjumable luminal res will supply; their locations; b_LED limes tradights will be princed as polarisation withless years the tragerated into levelaceps attending. c. Linderwater LED codes chample; I PSE laminates in the service of the polarisation for the polarisation of the polarisation o	Substited		DSTROW TO	Comment Incorp Grated
and capulal	86/32/301E 20/32/9	Delhe for three areas	DAgree; comment to be addressed in most phase, set by Jamasolints on 7/13/2014 at 11:39:29 AM	Ceth	N:114/2002(41/2	 IQMILIE, general filterniantien should be supplied by recessed IED krased troffers panding the celling and more sendition. 21.ED downlights over warfig countries and sife back areas 	Method		OSIZO.N.9.d	Comment Incorporated, -
M cryubi	8/22/2021 20:38	Define	De Agresy communit to be addressed in mort phase, set by Janesed lets on 7/13/2016 at 11:38:39 AM	1	7/19/2018 13:37	£ 13 Small LED disconfinations recessed traffer for general fighting.	Selficified		DSIBRAROJ	Comment Introoperated

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WEITZ	ses to Stakeholders Comments on
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Pressined Joh 27, 2018 (Nov. 10/25/18)	Mar. 10/25/10)								Tartetant and Mediterhina	
							econdary Contrient - Response		BOD Section & Comment was	Verification of spdute
Para Malahaider	Bate	Constructor		Respunder	Dotte Responded	Response	indices up Comment (from Reviewer) (for Cand Despoyers only)	Follow-sp Response (Provide Netpender)	- 1	(mittels)
72.59	01:02 8 207/5/4	Sugarup wil need many levels of dealty and mack-ups	ressed in	cynthia	7/12/702.8.16.32	Netted, mock up will listed in the specifications. Design to be furthered in most phase.			To be addressed in next, phases	
330 Meha.	7/6/2008 20:11	Good. Less that no states will be have from the celling/roof. Manument and blade signs. [WRI Spanish need to be knowparehed?]	Mark Dilate as 59 optimi on 1/11/2018 at 426:14 PM	cynthla	7/22/2018 10-12 1/24/7018 15:57	Noted - decign will continue in next phase. Per discussions at 7/31 mentiog, KCAD to provide	Asygonae maifactury. Revise status code to B. B. Assgonae spillectury. Revise status code to B.	Will be additionsed in the most phase	To be addressed in next phraces To be addressed in next phraces	
N.	7/6/2018 20:12	Whose about studie we dynamic display and also bounds for future changes?		synthle	7/24/2018 15-57	Further discussion required		following further discussion and understanting of the needs.	To be addressed in next phates	
1 14	94-51 B102/02/9	Dijace Debris. oral of how	Agrae, comment brouperstad. Medides have not by conclusion and un	Service American	1/1.5/1076 Me/9	Prevnier), Sealan of to be revised us; Damoellan operation will be southwestern than the proposed between the sealant of adjacent building, shouthant, nowless, other findling and personnel to the sealant to the serving the demonstration of the serving the demonstration as an interfor until or externe advants, burings or supported most to assess interfor until or externe advants, burings, the serving the demonstration of contractives the demonstrated most to the demonstration of the demon	Actional Surgers decreased in recent discussions with FIAA. Mith.		510 510 wellbeg en classification	6
350 150	1/6/2018 20:14	(hadings percent work and jot tonic or formation) Bedgreg comment to be addressed in my fairness and the addressed in my fairness and the formation or in my fairness and the fairness of the		MANAGON SON	2091 B102/E1/L				(aroes) aza aza paved nos V	# S
	6/20/2ml8 16:04	Tacitare Wingsty Generate for ADG 11 is 22 feet		R/Godinson	7/13/2018 1R-UL	-	political		A. See updated NOTI G211 (122010)	5_
153 Mar Whish	6/20/2010 16/41	Amphan contents to be added to the content to th	<u> 5</u>	MEWillam	7/14/1018 9.16	A graphic will be propured for the 50% 50 phase submittal.	setiffed		A - See updated NGD	5
HES MART WARE	50/2018 E7/25	Nehrence the saures of this information. Most recent muster plan update, stakeholders, etc.?	<u> 5</u>	MEWIkms	71.4/70.00 S.15	The scorre will be added to the 50% St submittal.	Sthilled	_	A - See tendend BOD	č
354 spembleton	ישהוו פומנ/בר/פ	W.	B-Agree, comment to be addressed in next phase, set by MEWilland on 77/4/2018 at 9.37.23 AM	MEWillams	The Book bill	Will cornect in 50% 50 phase			A - See updeted 90B	5
954 Mart Walsh	6/22/2018 8-51	A (16) Reet mits that like the number of operations, ADG, TDG, etc. for each akree'lt should be provided	Badgnes; connects to be addressed in rest phase, set by MEWIllams on 1/34/4018 at 943128 AN	MEWIRITE	9126 910Z/W/L	A full Rest mix will be provided in the 90% Sto phase BOD submittal.	Setsified		A - See updated BOD Exhibit G20-1. A-The number of NDRs has erobored	5
	220,500	It is understood that the airface have requested the need for 25 (29 patential) ROM pressions board with first stricteds, Steads as independent another be performed to growther the scotal stroots required.		MEWIllems	Ore stoybill	Artig and the defines have devoluped the requirement for SDN peachboar. If the further of RUM poritions required changes, we will update the Nort.	helating the number of ROH spots required, creen for reduce the amount of pavement required, even for nitral opening (patential cost savings).		25 and the overall pavement plas has been undertaked. The ROMs in the SW quadrant of the apo on white all minimum, See Sheets ACAP-200 and CR all minimum, See Sheets ACAP-200 and CR	5
1	558 \$107/12/9	b. there a smust st kercept of mirest's operations being used in FAMBHILD?	Bakgreit connivert to be addressed in care place, set by NEWIII has en 1714/2014 at 92435 AM	MEWIRE	T/M/SKIE 9-14	Will be inclusied with the pawenness design regard as previously noted.			A - See updated BOD Exhibit G20-1.	_ 5
The Man Whith	6/20/2018 18:19	Version 1.Ad	B-Agree; connect to be addressed in most phase, set by MFWIIsms on 7/14/2016 at 9:20:26:444	MEWITIBES	774/2018 9:202	Will incorporabulition but verspon of BOD.	Pelifical		A - See updesed BOD	8
ST.	62212004.052	Provide PARPERS I design buttom d'ocumentation that jed to this recommendation	Be Appries, comment to be addressed in recit; phints, and by MEWIRams on 7/14/2018 on R-25-08 AM	MEWIRATS	11 14/2018 9:25	Will be included with parvament dissign report as previously noted.	Subfied		A - See updated BOD Enhibit 620-1.	5
1						If the 1.4 km periodethy accepted the P-200Ms and P-200Ms year licensin as report projects a like Usin in indical Still but next required again. Basts on pair recomments to interconvendure the SUMM and Publish the water studies the admirphism an approved to the	_		the P-SOLM and P-209M PACE projects at MCL, then a Mod to Std is rust required agin. Beand on prior comments to neutralment use of P- polar and P-209M was user under this bosomard as aborted for the Mod bosomard in a port pel for the Mod	
156 Maet Walch	6/21/2019 4:52	Cooffeet if intellitation to standard forms are required for submission to FAA for P-AUINA and Y-2004 seek special.	Penced more rais, from seat-sholder or furthe, discovered south MEMILIANS on 714-72018 at 9.25-35 AM	MEWillams	7/14/7038927	Burn to You had attract poets acceptone, we was commit ones a most on Such has been approved. If not, we will subtrate for approved during the final denign phases as specifications are developed.	Sylfabet		to Stel had alwady been recepted. We will confirm that a Mod to Stel has	
SS6 Matt Which	6/20/2018 18:25	What is the actual Rest into being used in the pownment exection design? The list of abrush? Is baded the Bade, but the termines of explanation and adjustment is appended the page of the produced that the stage of the produced the stage of the produced requirement appearable feature for this featuremation and the FAAAFREIT produced requerts as backey, deconvariant fields.	t Budgness communit to be addressed in most phade, and by MkWillerns on 1/3 4/2018 at \$23-11.4M	MPMIllans	7/14/2012 9.23	The briest of this document was to provide the bask of design and nex the details calculated with its interpretation for this design, but we will provide the parentine disappropriate interpretated information as an Appendix to the most version of the BQU.	Paj4416		A - See updated BOU Exhibit 6200-1	Ħ.
357 Matt Walsh	6/20/2018 16/25	FAAGBRI U - 5ys. ad	B Agreey comment to be addressed in rous phose, set by ARFWIII mu on 7/14/2018 at 9:70-49 AM	MEWIMans	7/14/2018 9:32	Will he corrected (typ. all ss provincially nothed.	patitized		A . See updated 6010 Exhibit CCG-1.	<u>E</u>

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Responses to Stabiliders Comments on Upda

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MEWIlliams 77/4/2015 B.N.B.	Per p	
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							Secondary Comment - Response		Backcheck and Verification	
			STATE OF THE PERSON NAMED IN COLUMN 1	Amounte	Date Reconded	Reporte	Follow-up Comment [from Reviewer) (For C and Revised In Revised	Politov-up Britpense (Provide Revised Status Masponding	lector section a comment was lecorporated (Completed by Respondes)	(Provide VariBer Intbels)
Pagu Statesholder	Dartor 6/20/2016 17:34	nese are ADG V Oths for Laddengs B and D	a; consessed incorporated. See discuss, set by MEWillens on 118 at 10:01-48.AM	MEWIllams	7/14/2014 15:08				A- See updated BOD	5
1770 0077	efection and and a	MIT acticide a case as the fortested in wrone extension.	B-Agnet; comment to be addressed in next phase, set by MCWBlant on 77/4/2006 at 9:50-25 AM	MEWIBLES	7/14/2018 10:01.	Further availables of the reed and residents on the partner partner hads signs. Findings will be incorporated into future phases of the BOD and place.	Partition		8 - will updated as design progresses	
MARIN Worth	2007,127(8)	othe terminal and upron that connect concourses	P-Do not aprive (Design team member to prompt e-planauor) 23, by ME-Milams on r/14/2015 at 106 10 and	MEWIIkms	Total diasty.	ithere is no plen to landicape this area adjacent to the connector feathwest Concursors A. and Y. Light data pavenees is propised adjacent to the connector as noted on Sheet ALAP-101.	Sheet AF-011 shows road garden		Removed from AT-011. No landscape areast are planned for the commenter	ű
]	6/21/2018 11147	How to paragraph c. different then puragraph 1.75 hould L. be removed or to the intent to monitor different thinge?	B-Agret; comment to be addinested in mot plass, set by spenses.harth on 7/17/2018 at 7/15/11 PM	Spericer charries	7/11/2018 14:01	Mozed. The usest set of systems which have control and/or monitoring organisations will be further developed in subsequent design plasses.	salished		Section 09020.0 Building Management System	Comment addressed TM
	6/17/20s 13:19	Annow, the is a copy from the fire slatm system, but under electrical bytima	B-Agenic comment to be addressed in most plane, and by spencerhorits on 7/17/2018 at activity PM	spenser, harris	VETFEORE SARKE.	Histed, Will updalts for need leasurest of the Bob.	Substituti		Section 199020. Felecohed Systems	Comment increpented
- 15	6/11/808/11/20	removid?	B-Agreey comment to be addressed in next phones, and by species hearts on \$76.772018 at 2,518.35 PM species and species and species at 2,518.35 PM species at 2,	speace. larts	7/17/8/18 14.D4	Nead, we will relocate this contrast to the liable section to choose. This healthcan subber obligate the corresponding conversity upon advances of a fine alone.	Satisfied	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Section DSUCULDL:n in Building Manageriaint Systems Section DSUCEDL:s'Video Servellisiser System	Comment incorporated, - YM Ecomment incorporated - TM
164 Oydii	A/27/2018 11:51	Percent copylain, with the altern monthoring is fetted another vision autovallations. Phases engalish with the altern monthoring is listed under TSA spotem.	4 4	periodic Jurits	7/17/2018 14:11	The current is lawel at that TVA will be table to pull up cannels superinted in a current tabush at that TVA will be table to pull up cannels are the superior to those canners it in any of their tabush. If that is not desired or required, it may be removed from the design.	- 3		Section D90201.4 TSA Security Systems	Connett increased.
	5777758	Phease earshin with fire alarm monthoring is bleed under CIIP spitning	el.	puncan.harite	27.37.202.3.4.1.2	CSP will be able to pull up connects upon fire abitm activation (and KAA) premising CIP access to those memorical in any of their sporce. If their because of their sporce. If their because of the standard or required, it may be removed from the prespec.			Section DNGOLLS CRF Security Systems Other Incomban for the risate has not	Comment Incorporabled.
I	6/27/2008 12:20	ming plan sheets or	Anygrae; comment incorporated. See updated edicates, set by jelleddioff on 7/53/2018 at 3/39/28 PM	Recthoff	esst aboutent	Titles will be classified in the rests design phase.	Papripled		been determined, but will be added to the achemetic design drawings when the location is determined.	
1	W/77/2018 12:06			Jelecuh off	POS1 8102/E1/L	The activity lines from the work back to the specifient well be left in place. Single the evelt to receive these less will not be receiver, as the read of the act of the control forms of place. Althour growth, this is put coordination with the consortium. This inequirement is to be documented by writing.	Serichod		No section in 9000	
	45-21 8702/272/9	Membile to Tind this solubitit	Adjuses; comment incorporated, See updated fears, set by placthoff on 7/13/2004 at 3-20-38 PM (landgree; comment to be addressed in mark phase, set by (Meddheff on 7/13/2018) at 3-21-04 PM	[‡] Evription ()	चश्रकातम् । जन्मकाराम्	Gebield was meldabeled as MF-1 and will be remembered for the most submitted.	Secularia		Echibit was renamed 660-1 and will be located in Appendix K.	5
975 THE LIGHTS	6/27/2018 12:14	terminal h and the terminal h garage must be demolibred, then ,	Budgees, comment to be addressed in not phase, set by jainthoff on 7/13/2018 at 3,244/9 PM	[deciding]	≪-si siozķi∤i.	Will revise.	Skitched		Rentsad in G-60, Section D, paragraph 1, b, 2.	É
375 cayabi	6/27/2018 18:19	Refer to the generators so either Emithpenty or Standby, not hoth	is Agense comment to be addressed in next phase, set by directively on 7/1 s/2018 at 3:36:01 PM	plectinif	3C31 8102/E1/L	Will revise.	Suitified		Ravidenski in 16-600, Secritors ID, paragazkiph 3, a.	5 5
378 complete	5/27/3016 18:27	e Agent community regarding generation, will make the product, outsting the cast or death respirator to the distinct call that deviation regarding generation, will make the product, outsting the cast or deviation to the state of the state	idnessed in can on	RDbbinen	TELPOLE 18-75	sender Cit, gad and blos. Shw	Sactisfined		B- will be reflected as design progresses	
379 caputal 382 Marti Welsh	12.81.811.77.74 82.71.811.77.74	Can bit he test into the FIDS system so the lights are automativally squated housed on when a piece arrives and despect? [Notices are test 150 Ham	Budging; continent to be addressed in invest phase, set by RKRubhison on 7/13/200 is at 42657 PM N	NG oblisen NG oblisen	7/13/1018 16-26 81:81 8102/9:1/7	will upday in 50 phase	Maying response to congress		b will be adjected as design progresses A - see updance Both GED	5
alls Matt Walsh	6/21/2018 14:03	क्ष ज्वेत, ४४५ गा विस्	B. Agree, continues to be addressed in next plasse, sat by RORAhmon on 1/13/2018 at 2:34:07 PM	RKRobinson	7/13/2018 14:34	Will address in next physic	Selbsiget		A - see updated BOD GBD	e e
WAS Welch	1,121/2018 9:11	LED? List FAA Yopu B	8. Agree; conviors to be addressed to not phase, set by NiRobinson on 1/14/2018 at 9::4:29 PM	RESofringer	//13/2018 14.94	WR) address in next prizzee	SettleRed		A - are updated BOH sato	. 5
386 Mutt Wafeh	6/21/2008 9:12	Let con ment manufacturers of algons at NCT & perspecsed type to the intelleted as purit of project.	B-Agree; common to be addressed in Next phase, set by RKRubinson on 7/13/2016 at 2/24/54 PM	RICRObinson	7/13/300B 14:44	well address in next phase	Section		B - will be unbressed as design progresses	
1991 Matt Walsh	91:6 907/12/9	Where Is the temporary desiring facility planned to be located? Hes this lown conditional with HMTD sum providing derival always and modelling for the terminal Depending on the time of year of the terminal opening this could be a critical conquent.	Antigram;	Vejínstvánovác	7/6/2018 10:03	Plan for temporary CDF is illustrated on pages 600-7 and 660-8.No coordination with simulation team has been inflated so far.Agraed that this uper ration should be teaked in stimulation.	288 Sethillred		£Q#D	ű
See Lean Store 5.23 Design Submittee	attal Counties					Prigu 148 of 169				RELEASED TO THE METAL OF THE PROPERTY OF THE P

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	ΙГ	plated by	See Sheet's ACSP-200. A dedicated given on the old the will be installed to convect the confuscion system at the dedicing past to the given at the dedicing past to the given at the control of the same. The MUNDET may not exertain this becommissed given in the control of the same of		We action in 1800 The number of Rights are a programs requirements. The number of general porcentage, has been removed and porcentage, has been removed and service of the		Orano		Surface lots will be accessible to all		niceda 1450		Changed exhibit to Include Mindon- Parts H2D	Labins arided to librible R Image H2O (Reference was subject to reflect that	this inferred to layers included in Edition K.N.20 Performen was anded to refrect that this referred to layers included in		ess from Paris ramp will be		8		45 GF
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	Secondary Comment - Response	Poliner-up Communit (from Reviewed) (For Cand D Responses anty)	Settified Doubs the roam things the britan's to on run Imme any Lapertite cohescione of 19th Nells concernment embers.	Dudge)	We are augmenting that the idealin Notes provide adoldormal justificacions for the number of 1800se. Personal for the passeral personalinger rate, flactodoring the Frames for 2008 spoot receptived on malaces the frames of personaling required footstack count frames of personaling required footstacks count for the personaling required footstacks count footstacks count frames of personaling required footstacks count from a personal personal personal personal from a personal personal frames of personal personal from a personal frames of personal frames of personal frames and frames of personal frames of	Servingsi Servished									146						
De bot signe (Design team mandair to janoolal coplanation)		Response	The activity powerent and chaings prima will be stitled for the bereporty and different of also general. To develop these, and require powerent institing and exists will distrate activity that also the states are also to the chain of the con-	1730/2016 Visc that seem statement on a strike many terminal opers. 7/20/2016 Visc that seem statement on articles males to ETAN seasons to	5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Will be addressed in sext phinas	Will revise Teem te currentily working through this, If a detectibition is available for	this at the lane of the pest 800 bose, it will be breated. This rate what to a plan pet rame but will be Capitalized & defined	Wil revise	Will revision	Will review	'Will recrise	Will reprise. Will reprise to reflect darket face that some members and reflects as an	Battern Access applies wild be incorporated and darlifled BOD provides a marriable on how the plan was reflect to the final Adeless. This permission and no extension	Additional december Thereon IX2/0 and tenthe consultant may be propried, TRA and request through XXVM & DWC.	Yes, with the turned exorligaration - Dodefild there is sufficient weaving distance for a four-law rostware	Witzele	Will revise / clamby	Will content	This is a grood point. It is return was for groups as well - team will review and review as accordingly.
		Deta Besponded	ļ	100,000 / C		7/6/2018, 10:18	7/13/7016 14:22	7 /13/2 008 17:01	7/13/2018 17:02	OCHT HIGHNATA	COST TRANSPIRA	F24/2008 17:03	7/13/2018 17:00	7/12/2010 17:04	7/12/2018 17:18	15-11 Right/Etff	TEAS BOOK STEEL	7715/2016 17:25	7772/2018 17:22	77.3/2018 1.7.21	ez et anadethe
		Responder		Lines.		Vojin Berfanovic envidentrate	Uffieblizon	4	1 1	book	di di	4	1	1	1 1	g pools	1	4	1	partie.	
		Shou	9-De riet agree (Daugn soam member	A = Comment Incorporated.		D = Agree; consummt to be addressed in	6-Agrae, command to be addressed in mot phase, set by BRitcheson co 7/12/2018 to 2:22-33 MM Britgeory command to be additioned in	ment phiston, set by leadin on 7/19/2019 of 5:01:50 PM Prigner; comment to be addressed in most phase, set by booth on 7/13/2019	at 3:02:50 PM Progres; corrected to be addressed in next phate, eet by breith on 7/14/2038 at 5:03:31 PM	BeAgress comment to be middressed in next phase, set by builts on 7/13/2018 at 5:00:32 PM	mongates, comment to the month of the second	ment, phoses, not by leads on 7/112/2018 as Sc03:07 P/M De Agine; opermont to be addressed in	ment phase, art by health on 7/13/2018 at 5/09/65 PM E-Agree, comment to be addressed in	mass phase, set by beals on 7/25/2018 at 5:04:05 PM Budgree; commant to be addressed in rest phase; set by basils on 7/3;3/200.0	in \$20000 PM Belgyte; comment to be addressed in frint phase, out by bealth on 7/13/2018 at \$10026 PM	S = Agree, comment as he addressed in	Bragine, comment to be addinated in noot phase, set by bedie or 3/13/2013 at 57.2 bil (caffeed more into from \$45.27.2 bil (caffeed more into from \$45.60 for further necessary or. by bedie or 7/13/2018 at 5.27/22 byd.	P-Agries; comment to be addressed in next phase, set by brefts on 7/13/2018, at 5:22:09 PM	Prigray comment to be addressed in that place, set by doods on 7/11/2018 at 5/22:16 PM	BeAgrae; comment to be addressed in Next phone, set by books on 7/13/2018 at 5:21:45 PM	Priging comment to be addressed in most plane, set by healte on 7/22/2008 at 5/25/3 PM
		Сонтината	of the temporary adding today, shares his location of the find lacidity how well this work be- plained? The build require additional dates to propositively halfs ascurancy temporarents in the temporary for the control of the control of the second temporary and the control of the second temporary and the control of the c	Are pricing opition for these being developed and to be provided to ICAO for review?		g	Arbort besign 7.7	This sentences is conflicting. If the sentence is conflicting. How to keep secres to the surface less unoveral B & C and All constant troums-abouts and n		Profilles,	Tormhol	deslin Medical	skhow Meude u ka Paniis Meznotumge koo sa	Add kiebs It spower this poolinn is describing the millar econouts plan and available that is referenced as as potentially manifug to be completed than alteady been updated - don'ty text as		Nuch more of the drawletton and tookkays and reciting thidgas are Basis and mod to be (a Additionard.	of Constraint and right-ords counts gehind on the reference from the foundation of constraints of the foundation of the		the second and the se	B Add labels and numers "Aces 1" label from picture cincs it's inhelped below. st	Will the return cody provide access for the services less flerit lathus of dimengo pools), the ser- defrance from the bishersed on to the spit, for the garage appears to be very short.
iav. 12(75,/16)		Defe	6/20/2008 8:23	6/21/2018 9:18	ex-battle, ec/s	6/21/2016.9:39	15-51 8102/62/9	6/21/2010 11/24	NEW WOOD 18 2017	8/21/202/12/9	MC81 81012/12/3	4/21/2018 18:25	7/6/2018 20:20	8721/2018 18/22/12/9	6/26/2018 17:05 7/6/2018 20:20	7/6/2018 20:21	6/22/502/9	6/26/2028 17:06	6/21/2018 18:34	6/21/2018 18:27	8/28/2018 17:E
Prepared July 27, 2008 (Rev. 10/25/16)		Page Stelesholder	Merr Weeklin	- 1	M. Maria		5 Matt Waldh		Andruit.	August.	V Gregory) Agregory	l jista		jvryaet i iliska	ব্য)wyatt	(wyatt	Ambada	(See Story)	Josephitt
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Responses to Standarders Comments on Updaned Basis of Design (\$40.0) Document issued with Concept Design Padage Prepared by 77, 2018 (Res. 10/24/12)

A = Comment incorporante, See quakked 800

9 = Age Vet, comment to be addressed in next plates
Covered incovering in man subsidence of a further department
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						Secondary Compress - Response			Academ of podete	
					The property of	Follow-up Comment (Than Benjamen) (For Canal D Mercanies only)	Follow-up Response (Provide	Incorporated (Completed by (Pro Presponder)	[Provide Vertiler Infdeb]	
n Stateholder	flarte	Comments	printing (was portion).	Lance Acapto recen			Γ			
Accept	A/28/2018 17/99	What is the distance from the Parks men to both super-Resear level sails.	ment phase, set by boels on 7/11/2018 beels	7/33/2018 17:76	Will revise			Orwention has been added and trait revised HZ0		
į			Pr-Agrees cotrainent to be addressed in most phase, not by books on 7/19/2019 seconds to be	Q-(3 900Q85/7	Will sevies			Agus has been relabeled Arns 2 H2O GH		
Avoil and the state of the stat	6/22/2008 18:36	The proposis organists and timerine area in	nent to be addressed in t by bodis on 7/13/2018	the same and the same				H9 CZH pavomna rawacy	_	
Non-Bory	6/26/2018 14:23		SHARO DAY TICKEN DE	nd: /T BY OV JOY J.				figures have been revised and work and buse on the garage entrances		
湿	7/6/2018 20:23	© Agency comments to be sold researd in 60 Agency comments to be sold research to a 725-270. This is not a lone both one comment on a 725-270. This is This area at the lensh observance and terminal hand a lot of ward, and more upp of our statem or 3,52,540 PM.	6. Agrees, committed to be addressed in scot photos, set by benils on 7/13/2/1/18 booths	Waddon ten	Agreed. Build from garage are being decland and roundshouts will be reviewed by a specialized consultant offer referential during 5D phone.	11 () A S N. WARREN PROPERTY OF THE RESERVE OF THE PROPERTY O		and edits. Traffic consultant has completed modelling of the machinay. GH Maleuman has been changed to Et.		
	a brachman and a	elected state is not a statem (see the elefter) has result. Board	A fexefile	AV-41 BLOS/EVA	Will ravise	A household		Arraugh 64 HZD GH		
A South	STW1 B104/94/9		Budgares, contribute to be addressed in ment phase, set by banks on 1/13/2018 at 5:28-19 PM	Huyans 17-26	Wil ewise half marks			Removed H20 GH Bitmoved H20 GH		
Igragory	6/26/2018 14:24		and to be addressed in the health on 2013/2018							
the state of	6/26/2018 14:16	entria sjeena.	at 1/20/56 PM break B-Agree; consment to be addressed in	BC-C1 B192/ET/L	WII revise					
Vin Shrigh	6/26/2018 14:22.	2 2 6	next prints, set by medis on 1/13/4018 at 5:2020 PM SeAgrest comment to be and record in	7/13/2018 1.13G	Will revise			GH Jamesed H20		
Upregory	6/25/2018 14:22		ment phase, set by beels on 7/14/2018 at 5:3014 PM Belgyung commant to be addressed in	7/13/2018:17:30	Will raviou		,-	Aemansid HZII GH		
tgregory	6/26/2018 1A:24	W	nest phase, art by basils on 7/33/2018 at 5cateO3 PM	1/13/2018 17:40	1			Corrected 20 GH		
		During the Concept Design Phase, the hearn looked at the conditions required to meige the two bines from the Arrhei (abovery and the two layes from the Departure meadawy with the bines from the Arrhei (abovery) and the two layes from the Departure meadawy with the bines from the Arrhei (abover) and the two two layers are two belong fourth and determined to the per-	he derman eventuels to be a defence of in							
Auditory	6/26/2018 14:21	The commission and vest condition of from the production of the commission of the commission of the commission of the condition of the conditi		97:13/2018 17:29	Will revise			Terminal Edit figure has been revised to refer to refer current concept MAD GH (SH reundshouts and readways the		
		Mon of how this will work with	to Adjust to the Indian to the Adjust to the Adjust to the Adjust to the Indian to I/13/70018	Acceptance assessment	This eaction is still describing the original plan - roundsbours on Alexanded further in a defermine to that cardinal will be added.			shown in the Eastern Access figure in Paragraph F.H.20	-	
Teles	7/6/2018 20:24	roundatiousis and all the improvements, motiving is uposted	ment to be addressed in	AF PE GENERALES AS						
Auction	6/26/2018 14:25	repetitive Libri	AS 5-22-00 PM backs on a promise on 1 and an about the backs B. Agreep comment to be addressed in	קינו אוסב/פו/נ	Will revelas			Pigure has been revived H20		
Application	6/25/2018 14:28	swiggest labiding the points mentioned in the puragraph	next player set by Baulk on 7/13/7018 at 5:37:10 PM baulk on 7/13/7018	TEST BOOKERS.	Will revise			Labels have been added H2D GH		
1	ale de constante d	to fill mand is not a first recently for our lower price from the said it say that the stands	R-Agree; comprend to be additioned in most phase, set by boote on 7/13/7018 as 5:47:35 PM	1/13/2018 17:37	Will add additional information about how eastern arouse addisoned the problem areas.			Additional name and to Paragraph PTU, Section F		
i.	CANADA CA		tent to be addressed in by beeks on //13/2018		Peckstrian improvements are haing addressed currently in concent with Landscape plats. Will incopyonite as aren't information as			Approducts corridor for sidewalk shown HZ0		
elsile 1	1/6/2018 20:26	Need padestri an movements and floar	at 5.552.7 PM brails B-Agree; comment to be addressed in more characters are to be addressed in	82/1800/27//	APIEROCIC III CLITTO OT TIERO BLALE DOMININO.					
i jesyalt	11:72 8107/96/9	is this also the gerage parking each: suggest label	at 5:37:57 PM beald manual in	7/13/2018 (7:37	Agreend, will remise			Labires added M20		
Veregory	6/76/2018 15:07		ment phase, set by beatle on 7/23/2018 at Salada PM	PERLIBIOS/EI/V	Will revelue			Higger reference has been added HBD GH Curved Bridges have been removed		
	and an	How do these bringing get, ministained and sections per eases not repair or maintainers. Without saling moon the full brings, which means closing the terminal, need more braight.	next places, set by beals on 7/13/2005 rest places, set by beals on 7/13/2005	WAT DOOR 17 AD	Will and maintenance decession.			and replaced with earth filled MSE structures H30		
	A STATE OF THE STA		nept to be addressed in t by boells on 7/13/2018	strafterin char	UII) roadia			Space has been removed MSD XGH		
- Carrellony	6/25/2018 12:1/	pdd	nent to be addressed in t by bushs on 7/13/2018	I and some activity						
Audharth 5	6/26/2018 15:10	агламангл	at 543-45 PM banks B-Agrae; comment to be understand in	441 BDB/CF/	Will revise			Changed to University	_	
Yourston 2	6/26/2018 15:16	Hples	most phare, set by beells on 1/13/2014 at Satarib PM back Bedamest comment to be addinged in	7/12/2018 17-43	Will retribut			Changed to H-piles M30	_	
Shipragory	6/76/2018 15:41	Speecifications	nox plase, set by bodis on 7/13/2018 at 5/45/65 PM is Agree; comment to be addressed in	7/13/7018 17/AL	Will review			Charged to Specifications H3O GH		
Alofau@)	6/25/7018 1%42	AASHTO Publication, A Policy on Germetic Design of Highways and Shreats	next phase, set by brails on 7/13/2018 at 5-44.50 PM beats commons to be substanced in	W147808 1742	Willredue			Reference has been charged H3D GH	_	
Yangary 5	6/26/7018 15:14	ertede suppo	next phase, set by build on 7/13/4013 at bills to be build on 7/13/4013 boths an annex comment to be addressed in	7/13/2018 37:445	Willowise			Spece has been eliamated 1910 (9H	_	
Andreit 5	525/2018 15:42	Deci and Es-IH	nent phase, set by breth on 7/23/2012 at 5:32-48 PM	1/13/2018 17:42	Will revise	_		Changed to Live Load H30	_	

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							Secondary Comment - Response			4	
Pare Grabolodder	- Park	Cheministra	1				Follow-up Commit (from Neviewer) (for C and		Follow-up Basponae (Provide	BOD SECTION 9 Comments was incomposed by	Verification of update (Provide Verifier
			Magnes comment to be addressed in			Lega bearing		News ted Starties Hu		- 1	attorning.
435 Upragory	6/26/2018 15:14	Ebomonical	mext proses, set by leads on 7/115/2018 at 5:42:31 PM		7/13/70(16 17:43	Willreview		_	- P	The paragraph has been nevised H3O	NO.
Violenti SO	8/2.8/3038 13;54	Stoel	Profession of the profession in the profession in the profession of 7/13/2018 at 15/02/16 PM	1	TATABASIS 1748	WEI read to			•		
			Bederin: comment to be addressed in							Dealin has been advenced curved	2
435)lbtu	7/6/2018 20:2N	A lot of unknowers		4	7/13/2016 17:42	This was contease from BOD - as a deliberal information is available, it will be incorporated in BOD for nest issuance.				ramps of minated and escaledated that 1 ramp spen, on the north side of the Terminal and 2 as the result of the control of the	ē
455 Uniday	6/26/2018-15:90	desirent	Bedgree; comment to be addressed in rext phase, set by book on 7/13/2018 as to the pre-	1	900	1990					
		philipse and the second of the second	Prignate comment to be eddressed in next phase, set by beals on 7/12/2018		Backet meanwher by	MADE INCOME				Changed to displangue Http	ă
(C) (Brigary	6/26/2018 15:15	gliden.	at 5,43,235 PM	and the same of th	7/13/2018 17:43	Will towice				Paragraph il has been rewritten H30	T
G7 cayubi	6/27/2018 18:24	is this commetted wis on ATS or ATTS, please elaborate how premedyn's bed in to load	PrAgrees comment to be addrassed in rand, phase, set by IRRobasson on 7/13/2018 et 4;15643 PAR	Ritterial on	17.2/2000 1 (0.13)	will relationate in the right of the second	Berlifted		•		
946 Ted ingalls	SECT STORES	Wh was socilon	Datho not agree (Design team member to provide explaneition) set by Rittebrason on ?/15/2016 at 4:12:04 PM	MCRobleron	77.14Zena 16<22	hifo shown is commet. The pyrod systems and storm systems the date the comment of	land of the second				
948 Tredingslib	6/28/2016 15:18	W/Vog pecifier	DuDo not agree (Design beam member To provide explantise) sec by INFRocenson on 7/13/2016 at 4:32:04 INF	Militaria	7/33/2018 16:22	NTO shown is commact. The glycal system and storm systems use the person of systems are the systems and systems the systems are shown materials.	Page Res			modernicis (1) graph	
#18 Tedingsils	6/26/2018 15×IB	Hot size if this is in the uneray section or not	O-Do not agrae (Design hearn metable to provide explanation) set by MERobinson on 7/13-1018 at 4:32:04	(IChelibraces	7/13/2010 16:33		Settsfed			rea arction its projet	
All Media	45:02 9702/9/4	Banishe SHX, there is a lot of unknowns and how all the cellity corribors will want and the cell every in pows.	Publice; comment to be addressed in more phase, art by leath on 7/13/2018 of 9/6:28 PM	1	7/13/2008 17:45	BOD was conseptiewed - If larms are described as unknown, they will be revised to million; larger, design followistiem at time of insusman.				remarked into H40 inhelity discuss Bach utility will but an the sheign	6
458 czyubi	P(:02 9002/627/9	Electrical Service to IEI and Site Electrical Distribution information is mixing, was 12039 and 1005 in last subswitted	BeAgree; comment to be addressed in Ted largels next phase, set by beats on 7/13/2019 toolise as 5/80/31 PM	Ted lagside toroids	6/27/2018 2-59:23 PM 7/13/2018 17-49	See 031 and Hide These socions transver removed, will verify reference to correct section.	Conjection			rimi distribution is industed in	
	7/6/2018 20:51			ridillom	728/251 1754	libers will be further defined in subsequent places of design with owner notion.	Perpurse suffrictory. Revise status code to B.			See 800 Socilis All, and Appendix H:	5.8
465 jibita	7/6/2018 20:38	Wit mand this landscoping to strengthen the presenter frow and occurs to the parting and berminal. This second important is the probabilish flow and accase to benefind it a safe and afficient manner.	Bedgmer; commont to be addressed in most phase. Set by rediffeet on 7/23/2018 at 4:30:38 PM	Teleform	27.23 /2010 17.12	Agrend. This from will be a focus in achemistic diskign phase.				I, and Appendix H;	<u> </u>
e66 Thais	7/6/1016 20:34	Weber harvesting and brying to dean that waterfor bryindon is baugh.	B-Agras, comment to be addressed in mort phase, set by middleys on 7/23/2018 at 5:15500 PMs	of the second	7725/2018 1717	In the next plump, this idea to be developed feather, and DAMA will pluy critical role in the fluid deciden for this system.			<u> </u>	3 and Appendix H: Specifically quirements.	ď
466 Elyka	3,6/2018 2025	Gerafon style and gradite will need trans depail on to sustending and decelop	Bengroot comment to be addressed in next plates, set by minitern or 7/23/2018 at 5 0623 politics heed more info from stateshafter or inches discussion set by mildiens on 7/23/2018 at 5:09469 pins	тивен	PF-LI STORPIZZ/L	O&M to certainly be a pure of the achemide design development/amples process.			V 2 E	See BOD Section 130, and Appaintible *Landburge Concept. Discussions with *MCU on men insurance will needed.	
430 Julia	7/6/2018 20:37	Maintenance and loow to access these areas will need more information	Delignary comment to be addressed in most phase, set by widther on 7/23/2018 at 9:12/45 PM	ridikan	7/2/2313560	Maintenance & access will be factored into fruit decign and find decign and find decidors referred to bits scope.		.	<u> </u>	BOD Section 150. To be developed further w/ architect in following physes.	5
472]bba	7/8/1018 2047	Whysicides for the herebal and parting gamps will be stock important	Budgres, contracts to be addressed in man plans, set by million on 7/23/2020 at 54.000 PM Budgres; comment to be addressed in		GEAL BOOK AND	Will be brong orded and influence hadrage species is achievable design.				ee BOD Switten JJD, mid Appendix H: antibes pe Censulyk	5
476 tgregory	6/21/2018 18:25	Site Work and		4	7/13/2012 18:56	Will rewise				Could not locate passwent on 4767	
(76 bytesory	4/21/2018 18:28	BAJE	ment pracies, set by tooths on 3/33/2018 at 4:57:02 PM Printed : comment to be addressed in	post#	7/724/2008 16:57	Will review				Could not locate purment on 476?	
20 20 20	TANTOL B 2019	banks the lines, member the bridges sed abunture to occus the carb from the access reachings		1	TZJZU MOSŽUZJE	Willerdan				habbed from about limitigue H20	6
dia tyrogory	6/21/2018 18:25	Construction	ment phase, set by bodis on 7/13/2018 at 4:57:29 PM Belgive; comment to be addinated in	banilis	7/13/2001 16:37	Will revibe				Stanged to Construction H20	
ARE terrainy	4/21/2018 18:38	She Preparation		ales de la constant d	TOST STATE STATE OF THE STATE O	Will revise				Changed to 5ite Preparation HZC	5
Assistant and a state of the st	6/26/2018 15/88	2017 hrd.tuding Aperil, 2018 supplemental revielbons.	and the phase, set by familis on 7/13/2018 at 4:5Po1 PM	barlis	7/13/2018 16:59	Will revise			4	Added refurence KSD	đ

CLARK WILL WILL CONTROL GRAPHS SON Repowers to Stackholders Comments on Updated Basis of Dealth (BOD) Document Issued with Concept Dealth Perdage Prograph of 2700 feet State Comments on Updated Basis of Dealth (BOD)

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Page Statheholder	Derba	Соптинента	Posture	The presiden	Date Temponded	Raspones	Policus-up Commune (from Norkeaum) (For C and D Responses ently)	Follow-up (Imagentae (Provide Ras ponder)	Interported (Completed by Responder)	Provide Verifier Intibio)
771 cayubi	6/28/2018 15:49	According to the one line diagram shows in picture ES, the cooling tower and pumps operate as 400% and pure not led with 4,500%, picage records.	D=Do not agree (Besign tr-1m member to promish coplamation) set, b; famesthetz on 1/23/2008 at 7-36.2 PM	z policie de la company	7820 9000 9000 7/5	Towers are provided with 400s, Chillers and lower paints operate at 450s, will carred through Chilers and lower orbiting plant as it.	Section			Comment Incorporated. Please provide LOD reference to Excel
1000 10001	6/29/2018 12:51	Coordinate with Consourt Dealign plines awai Ch.2-D1000	InAgree; comment to be sidessed in next phase	Ŀ	7/16/2018 11:13	LR: NOTED - epidebur will be poordinated,			Page by CJP Encored Systems Assending	grandthoot TM
852 Mercel Hermon	6/28/2018 5:44	Appendix, New Commant, p. 852.8 flash lest britario in the allows requirers, the also recurrence that the britaining lessel (needlangs in phierometrical) is periodically assessed for 11% of first-formers and upolithed as recent, lested to periodically aspect of the intersement.	AnAgres; comment incorporated, See implanted listua, set by graham on 7/12/2018 at 10-98-22-984		24/21 810Z4Z4Z	Corrunals in Accordance, The Gally documentary with ECAD associated for the Corrunal state of September 17 and 17			Comment addressed in pravious	ś ;
MOO MARK Wallsh	**************************************	Proventit will sade has in place at the start of controvative, Coordinates with HATIS or Thombray is Princed yearly-clean points and generated character. byte, an	<		Webbern 12.11	Plazes provide CEG Re; of Taxwery 8 project in incorporate into na- bases flax, but taxkery 6 construction with te-complete butter agrees			Finalists: Building Espon Time were supplicted to intersponents Timeness in T	á
MET Wreish	4/21/2018 11:TF	Low profile alorant hardcodes are not shown on physing sheets but hadcoded in Ingered typ. all	Briggroup commonstito he addressed in east phase, set by MEWHerms on 7/14/2018 at 2 of 751 pag		7/18/2019 13:48	CIP DUTIN Will be further detroided to design excension.	Settation		deadirms. Revised Tanhay B. CSPP plane have been updated in conclusion with ICMD and	6
BEO Mart Walsh	6/21/2018 13:22	This layout is not representative of the current artifekt. This is haining pulled from the Aug- future contribient was represent to phorement from a future potential project. Should be adjusted to respressed to place presented 15p. all	Polygrep; comment to be addressed in next, please, and by MEWTHerns on 7/116/2018 at 35-6532 PM	MEWEN	7/18/2018 15:46	versions of	Stabiled		Interpreted into the BCD. Future previous byes here been frozen in the base life provided by XCAD. Afterships have been account of the base life provided by the base been been accounted to the base base.	б (
Mart Walsh	6/22/2018 11:25	Temporary parking for ASSP accounted lan? Spekty Orsava - Ypp, 21	In-Varies comment to be addinged in frest pins and by Marwilland on 7/18/2008 as available pea A v Contravent Incorporated, See updated BOD	M.S.Willeams on elemental	7/sefana 15x7 afoe/t	The, it has been accounted for and will be been portried in future softwill be been portried. (2)(20)(2018. Well convect.	periphed		Special and the state of the ANT parking lot configuration.	5 6 (
INO Mert Watch	4/21/2018 11:19	Physicantis SVA Impage project?	AnAgres; comment hyperprotect. See epidoted hour, set by MEWillens on 7/16/2018 at 2x/1988 PM	MEW Line	7/18/2018 15:49	Yea, as noticed in the ligared.	puring			
961 Matt Walch	6/21/2018 11:20	Tachney BICT	C-Need more infor from subbiholder or further discussion, set by NEW diams on 7/16/2016 at 3-52-29 PM	MEWI	7/28/2018 10/2/2K/Z	Abilines and KCAD were to provide comments on nemby of propused bankanes. Over this direction is provided und construction lambs propiet phase are finalized, bankanes abstractions will be	palgeor		WEGGE E WY-MOOTH	5
Max Max Weith	82:63 TOT/ST/8	Brown Phase 15 methalm the scape to ARP Building	Anternet comment incorporated. See labeleted beaus, set by MIRVIII are on 7/14/2016 to 8:515/8 PMF		7/24/2018 19:12		Security		Appendix E AC-0018.	
Matt Worth	66,114,202,811.09	Correlator of Technologists, and DGP	PriDo 104 sprie (Derga aam member up 1970 tot sprie (Derga aam member up 1970 tot sprie (Derga aam member 1971 tot sprie (Derga aam		77/86/800 16.27	Corrently shorting the existence traditions which, we more or docal to infection to show a short of the formation on bismas.	pagipad		See Sveete Access to a Access (0)	
AN Matt Walds	6/21/2015 11:19	This should be plimund so that this was it not dosed duting withour markits when decing operations will be required unless an administral immore represery decing immore is to excellent.	Devarious comment to be addressed in most phase, set by MENTER in on 77.10/2013 is 42.4.96 PM AnAlgreis, comment incorporated. See	MEW	7/16/2018 18/25	Agine. Once the Binding of the terrelasi condition in finations, we will add the depail that allows this area to be invalided claring new-desiring seasons so it is fundional suring allocking measure.			See Sheets Access on an Access on a second or deking pad manifery layout.	f 6
Mar Walch Mar Walch	6/26/2018 9:43	is this connected to the anishing Distant to this sest with parement markings? typ, all Ensure this provides subquart starrates for each of disting self.	upstoned issue, occ by William, rememersher on 7/75/2018 at Malky, rest; comment instar prompted, See upskind foliam, set by William armenesher on 7/25/2018 at 609456 PM			To Threshop we'll are appared a to delete and deletes post injects to represent with the interest to common the VSL at the deleting point to exacting and proposed SySt. The deleting point home been positioned in this week and deleting in the format point to the common to the commo	Salehred		ACAM-000 and ACAM-500.	5
875 March Human	6/25/2018 9-44	Appendie I - Eberry Mobelle a, Ondraid Profilm IGOD Connectic Definentials judocryoniting (Promorth Ministration Interpretation Control of Profilm Control of Programmer Control or request.) Programs indicated their blow will be considered of full redden and explorationing. Programs indicated their blow will be considered of full redden and explorationing. Appendix 1- Linguist Modelle a, Child will be 200 Control assessment of their tap syndromization which are profilmed and companied and control or their profilment of the companied reddening of their state of their profilment of the observation of their profilment of the companied reddening of their state of their profilment of the observation and administration of their profilment of their profilment of their profilment of their process of their profilment of	D=Donot agrae Mayore; comment to be addressed by			will sell be incorporated jon 7/23 resecting			GAU To be eddinased in must phase	8
675 Martel Hermon 674 Martel Hermon	6/28/2018 9:44		ş	() projector	7/12/2008 10-44	Original response testinated that IZAO to retime with Commissioning. Again.		The suitabindings in an contracts to coordinate with the Contract of the Contract of the formal bind will evident during the formal Schemutch Design Phase.	To be addressed in west phase.	

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CT.ARK VVETTZ CARAGON Response to Standarders Comments on Updated Bast of Design (900) Document Based with Contests Design Package Prepared by 71, 2002 (No. 1072-2010)

							Secondary Conseent - Response			WertBootlon of Update
Section 160 sectio	100	Demonstration	Shrivas	Mcs portider	Dune Responded	Newported	Pollow-up Comment (from hardward) (For Cand Revised Status	Follow-up Response (Provide Responder)	Insorporated (Completed by Responder)	(Provide Verifier Intials)
016	6/27/2038 13:48	URCE the boards are listed as the code midwarus of 30 pdf, which may limit shore fleatisticy. A = Carenant incopporated. See Resear confirm with TCCO has lists it syndracts.	by. A = Comment incorporated. See updarted BCD			[SOBAS] Entire departures is going to be devigned for 100psf in order to account for future flexibility. To be updated in next phases.			Appendix M to be updated for 9/28 submission	
	6/29/2018 13-01	The Shar optic line is strown at this manhole, confirm the selected lie is pulse, to the "T" lines ratiose than the EO lines	8 - Agner; comment to be addressed in next playe.	d in carolemunit	14	lase inswork does not recessarily raffect actual consection point for 1/30/2018 filter optic to be darifted in the Schematic Design Phase.	Scrisshed			- 5
	6/75/2018 13:07	DOTFICANT to see leader Rice, phono: more tend, and leader: The fore case, of insucing, my true todd of the line or if executing, only time.	B = Agree; comment to be addressed in next phase. B = Agree; comment to be addressed in	in zarojavnute fin	#	7/30/2018 Will Correct	Satisfied			- 8
Muryen 25%	6/29/2008 13:06	end is identified as "actiting IDJP to remain during carebbaction".		carolina.ndz h	*	7/20/2018 Plan has been updated and wild reflect changes in Schanack. Design 7/20/2018 Plan has been updated and wild reflect changes in Schanack. Plant of Plant Plant of Plant P	Self-Mine			į
984 juyatt	W75/2018 17:26	Apprendix P - Page 3-3 Also: TRC, CONNAC alustis, lano	nest plage, set by jackinnow on 7/24/2018 at 10:57:55 AM	Imdenow	HAMPSOLB IRNY	from revenue sources provided by the Kansas City Addison Department.	Satthed		Addressed in Approvia P Manso	품
	Month and a second	Appendix 9 - Page 2.4. Would be halpful to know when each of these were incorporated into the numbels, best before and as sources in the Appendix P - Page 2-1 individual sections/below.	Badgrau; comment to be addressed in next places, set by jondemore on 1/24/2018 at 10-20659 AM	In profession	SASOL REDAYATE	Appaintible Page 2-3. We will reference the standards in the relevant.	political		Addressed in Appendix P. Memo	
	1,56/36/30	Appendix P - Page 4-1 For one-way alityout medways the inbound and outbound is immorrant to the		3 Judgerfraw	7///2018 IO:79	Appendix P - Plage 4.1 The entering volumes would inflact Informal, while the certifier enterines would inflact subsquared. That information is providend on 1004 4.1.	Page 17		Addressed in Appendix P Memo	5
1	6/26/2018 17:25	Appendix 9 - Fugge 6.2 (10 HTG) in Appendix A Appendix 9 - Fugge 6.2 (10 HTG) in Appendix Appendix Appendix In App	B. Agree; comment to be addrased in most places, set by juridecrew on #724/2018 at \$11,000M AM B. Agree; comment to be addrased in	to prodestrow in	00°71 8102/b2/t.	Appendix 9 - Rage 4-2 Appendix A stale will be provided, hecheling protections, printed such a Martin, printed such and printed such a Martin and Printed Such and Appendix Printed Such and Appendix Printed Such and Appendix Printed Such Printed	Subfiel		Addraced in Appendia P Mento	<u> </u>
984 Juyett	6/26/2016 17:42	seroundfully model and ensure the results are madder a # Appendix P - Page F-1 watching. I subtraction is recommended to ensure the programmed behavior is representation and Appendix P - Page 6-1 Indiant bables with the results of the aimstellate at least points [e.g. weever areas, of driding points].	on hear, phase, set by processor on 7/24/2016 at 11:11;28 AM 9. Nyneet, comment to be addressed in hear phase, set by frocker ow on	Incorrew in jmchartew	17/4/7018 11:11 1//4/7018 11:12	Criscovalis at the department of south, the mealth of the WSSIM Appendix P. Pagu b.1. Will be instalted	Switzflood Switzflood		Addinessed in Appendix P Mirma Addinessed in Appendix P Memo	¥ ¥
	8/76/7018 17:31	Appensiols P - Page 6-10 Stree private wateric outfor also	B-Agres; connent to be addressed in mot place, set by insterrow to: 7/4,7018 at 11:06:51 AN	in [msderrow	17.84/70018 11.20G	Appendix P - Page 6-10 We will modify Pigror 6-10 to show that distance us well.	Satisfied		Audinszed in Appendix P Memo	3
ZIEAAL MBS	09: YE RICHES 24:00	Apparelle 1- Page 6-11. Which is this source of this incrholaridespit has a LOS defined in the contract velocity in the page 10 states of the page 10 states of 10 states and the thin is to page - 10 states and the page 10 states of 10 states the and of them is the page - 10 states and the page 10 states and the page 10 states the and the page 10 states of 10 states in the page 10 states and believe that the desiration of the provinces page this tends provided evolution into a 20 states and page 10 states the page 10 states the page 10 states the page 10 states that the page 10 states and 10 s	Property of the second of the	ii Imderrow	90:E1 8DGE/ME/T	Appartick F - Page 6-53. The design goldebons previously inferend decribe the methodologies and distributes. We will death:	paginga Section		Addressed in Appliedie P. Metro	
	6426/2018 17:46	Appendix P - Page 6-23. Calculation of number of curbable larse regulated?	Badgres; comment to be addressed in most place, set by Insterow on 1/24/2018 at 11:10:35 AM	lin jerocharitotei	01:11 01:02/64/F	Appendix P Page 6-11 We will clarify. Number of curbodis lance, it 1.05 C, essumes approximately 30% double garbail for both arrival and contracted lanes per the methodology previously referenced.	Sathled		Addinesed in Appendit P Memo	8
Mary Mary	6/26/2018 17:38	Appendix P - Page 6-11, 25' effective length typical for private vehicles, Thins, Tacks SO' for turn is double white is needed	8-Agree; comment to be addressed in an most phase, set by jandomrow on 1/24/2018 at 12:06:07 AM	IIn jmdamow	90-11 B102/b2/2	Appendix P - Page 6-11 We will revite with the recommended lengths			Addressed in Appendic P Mano	# 5
	ez-ix mur/sr/s	Approvide 1- Page 6-3 What VIC relides and capacities are used to calculate the 8 of ferro-When LLK's cood to reducible the number of laren receded; suggests to blood of makes.		Тифести	WAYZOLE TUDB	papeate 1 - ages of Thin illimity of quality albumid and tillimit to makinguning regional page and the page a	Suggest a table the brown water speed and other summericans and such control and supplies to the summericans are used to determine the ICS. III. After a touched show and effecting out a Securatific for lower speed touchers, If the ICS is the speed to the summericans are speed touchers, Inflict to treview are the first with the strengtion of the summericans are speed to the ICS in the ICS in the ICS in the ICS is the ICS in t		Addensood in Appendille P Metroo	₹
	and the property of the proper	Apparents P - Page 5.5 What VVC relies and connection are used to calculate the 6 of lenn-coffent LOY is used to calculate the number of lawes restead, suggest a labble to de 85.		Prodestrow	ACT BEIOGRAFIE	Appendix 9 here is 5 the legislary Capachy Arimal was salted to citature volume (requestly left) cities and level of volume (1905) the traine of future wouldood in series of legislary, it and diven to 10 and LOS in kniedly between the financial countries, and countries to 10 and legislary and present for the property of the countries of the	Self imagons a table that shows what speech and chief assumptions are used to determine the LLS. NeW by a bladd has been femicined as it is excessed for NeSter for leaver speed readones, Liffferth is to an analysis and revuly when all the excessibility of analysis and revults without the excessibility of the second price of		Addressed in Appareitar P Mittell	
and head	6/26/2018 17:30	Appendige - Rege 6-6 How it. LOS defined and calculated Sugges a table undalning the LOS caterins of Appendige for the number of the semple.		mcdarow	77-4701.05	Appoints 7 - Tegg 6-6. The Religionsy Capacity Information was sufficient to calculation and d Services. The reservation of his catalysts will be included in properties. It thanks an a selling, we present the supering the data proposable and Regime & Refrictority for.	Stages to before the one of the other and other stages are the other of the other and other assumptions are used to edemente the USA. ACPS 40 should also be referenced as it accounts for the USA for the other apped tradeuse. Difficult to review an any as and other apped tradeuse. Difficult to review any any as and other appears and any any as a foreign the other appears.		Addressed in Appendix P Memo	
984 jeepatt	6/26/2018 17:31	Appundite P - Page S-6 West the impart to Parts St. reviewed - show analysis	Budges; comment to be addressed in mind place, set by junkerow on 7/24/2018 at 11.05-92 Add	fin jmsberrow	7247000 11:05	Appendix P - Page G-6. This information will be provided, leafuring intervaction analyses of the name brimthalit.	Sensitive		Addressed in Appendix P Memo	3
1163 10681	6/28/2018 12:40	At this location over the machines, materials, ober selection should loses in mind potential linears (chemismost meetal) due to exposure to vehible persuct, etc.	89-Agrees; comment to be addressed in fall next phase, set by cardiam rule on 1/29/7018 at YV-4,256 PM	d In sardam.ruiz	425ET \$700Z/EZ/L	Nozed, Correstly kientified to be finished with an exterine grada paint. Colons to be discounsed.) o be addressed in outt phase	4
Bot Lopelowy 3.33 Designs Salamille 2018-88-34 Update all ROD	Mich Comments					Page 154 of 169				es in atoged and stock in mostles/otherwise

CLARK WEITZ CANGON INCOME REPORTS OF Updates to State files. Software on Updates Comments on Updates Comme

	Vertication of update Character Vertical																	
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	MOD Section & Committeed by Responder)	To be addressed in next phase	To be addressed in seat place	Yes, included in common A.	To be self-freezent blesse		The second secon	To be addingted in west private			Ma action in BOD No action in BOD		No action in BCID	650-1		COOR (I) WILLIEF OW	101	No action in BOB
	Pollow-up Response (Provide Respondes)																	
	Revised States																	
Secondary Character - Response	Foliativ -up Coronaut (from Ravieveus) (flur C and D Nasponses orth)																	
100	Responsa	Word. Carrandly bebig reviewed with consultant.	Agrae that ducks and conveyor will not be seen. Design of cutraliyes/(glissing estimats to be reviewed in the next phase.	14.	Woted, Will review material selections.	Pitterd, Will Tridene to the upcoming primess.	There typical configurations shown, in configuration 22 and 3 we have wright patts shown for Riveryle setting and amenthes in reddston to reprint sets counts. These will be footbod as in data! In the next physic.	Nobbel, Will review with 1945 consultant on the minimal profite columns revolution.		Japan.	Largar threats on the reactivesy vorsid be landersome to the design. Detection of threats should be landed by apprecision is society increasers during particular of heightered dreat.	Concer, so long an TSA agrees. Recovery wanted table forger following:	in a colonia de la colonia de	Obcorporational malegoe resistances for the parties, garage is provided by individual, where governments points leaking at the heatscoral prosperation of collapses in adjacence registers of gienter accurate.	COTOLY, SO long as TAM agrees. Recovery wouldfalled longer following my every, White is addiscovery of systoline in entainers.	the many 1998 And Elizable to Electrophical Re-Contributions and close not reference 10,000 kinesows, reveale worked out Carbon- domichied 1990 for Relay and the production. The proposed project orbits a settlem 10,000 to a normal following was and latter project orbits a settlem 10,000 to a normal following was and many this housest latter as \$250 of the cost formula was in response to accum- ted the cost, which was questioned to the produce of project orbits and 20,000 is an included ymarked for produced exhibit the latter 20,000 is an included ymarked for produced exhibit the latter 10,000 is an included produced for produced exhibit the latter 10,000 is an included produced to produce a realistic.)		Me response to 88 Concur.
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	Simon	Polyrecy communition is addressed in reset phase, set by common rule on 1/23/2016 at 7:46:50 pm	Brightes, common to be addressed in most phase, set by common rute on 7/23/2018 et 7:55:22 PM	BeAgnet; comment to be addressed in mod phase, set by cerolem, rule on 1/23/2018 at 7-41:20 PM	PAGNOS comments he addressed in men phase, set by carolina, suit on 7/23/2016 at 2-55-40 P.M.	(Prigner, comment to be addressed in Appt phrase, set by common right on 7/20/2018 in 7-26/56 prus	Enlarce; comment to be addressed in most pluss, set by william amender on 7/25/2018 at Gebell PM	Bedgets; continuent to be additioned in past phase, set by carolines rule an 7/23/2018 at 8:08:18 PM		4				4				
	Comments	Typical at roof sustrings throughout, concarned the suposed entirules abunition a elements may introduce tocolon for bloths to next, etc., and may be difficult to materials.	Would assume this to be spanding gluss to bidds view of ducit, conveyor, etc. above celling	is currelitioned ale aupplied to Entry Vestibules (both (evels)?	Motal panels same at high typilly. Motales was may be subject to deathing or szentálny – mugyett phenodie panels or porcelal a systems that may be more demake, (Typ. throughout a public spicus)	contracts by discussmented attaining and gentine at the headen, whichever therete soldiness in proposed, not what the last first a principle systems who should be not seed and general extract most about the soldiness in the contract of an attaining or other presented as been by the revent maked days for these, there is the direct straining or other presented as these profess of the makes a politically upon a confliction while still list look of activities and approximately resident.	Hold rooms anticlains a very traditional leasn sating arragment, Saguest exploring a variety of seating imperiges options and asperience to preve an increasing decrease and o passanger profiles.	ING Enclosers will be more "substrated," viewilly within the space (pleaning and meaning connective view and meaning and should all conforms).		Desdyn Basis Thrombs and meganhuden gunnundly appears hayorcomme	Potentially contider think a larger three may restorably be consequent in whiches approaching the terminal witness cary delination. Porformative contains the distinct easy delination. Porformative contains the distinct and according witness is interestible and consistent with the tensor of the associated according witness in the present consistent with	The possible complements of the property of the process of the possible complements in the process of the possible complements in the possible complements of the possible possible process of the possible possible process of the possible	internal (When to the amongsment method of dispreparations to collecte reviews design, as forces or	Inhintensis patri. Montally by Miller associated with a respond citation assess in brogs use of the aftermin- make method is this level of branching lead manipoli varionated for the copacite decoupure decritis of the parallel groups. The company of the parallel groups of th	For passible consideration, show the messed deading you for invariant alexantic is to province the Wildold, Lawry charges in the consideration of the considerated for primary electronics. This counted particularly be true for electronically in this count counted for considerated for primary electronics. This counted particularly be true for electronic(s) in the form connection of the particular counted for the form.	The 1004/90 pd mase load is not carried, but appears respondish, Battar alterention may be sent the appears respondish. Battar alterention may be sent the appearable opportunities of the sent the appearable opportunities of the sent the appearable opportunities of beautiful to the sent the sent on the annual floration florat	Anticipated partnermore appares tokenemilis. An atherestore rings for to set the proposed white preserves and hypothese for gladenghazania proper designs almost on the sector Designs and Preserves and parent-selfer ratio of almost for each of these through 10.4 has 5 from and/or 200 food through solute. For the selferming altarghazane could be adjaced by	aud updring the Soliding back in hundrud. De build younder and electrical at tarbed the personent contract by a sextend therest to the personent to tarbet conduction of tarbed the personent sextends as a least experiment which to expense placifies.
	Darte	8/28/2018:12;34	7/5/2018 17:4	7/5/2018 17:57	6/216/2018 16:204	80/20/2012 14(15)	6/28/2018 16/20	7/5/2008 14:208		Wat/2018 Dog	8/51/2018 0:00	8/31/2018 0:00	2018-09-14 ESS Protection Device (Consust Deales Louis)	8/31/2018 0:00	8/21/2016 0:00	APS 27HB Over	baca agreement for	00'0 \$102/1E/B
	Puge Staleholder	1163 10601	1153 10681	1185 10611	1176 10661	12001 2/112	1	1	ADDED B/21/2019	300-04-02 MM-Post	3 Ine Gunnom	3 Joe Gannum	2018-08-14 559 Prefee	1 Jon Ganper	1 Joe Gannon	for Govern		4 Ace Garmon

61 ARK WEITZ ELARGEON American Responses to Statefolders Comments on Updated Drawings Document Issued with Concept Design Paddage Prepared July 27, 2018 (fee, 10/23/A2)

NEY TO CONDAINER RESPONSES
An Commerci ricoxponsible See updated Drawings
B = Agree, comment to be addressed in nest plean.
Object or mer info. Trans stakeholder art further discussion
D-Op not agree (Deeign team motiviter to provide suphravilori)

		1						The state of the s	Approximation of the state of t
Mago	The Shadelburg	Stepenschilben.		(Remained)	उत्तरिक रिश्कारमध्य	JETES KRESKOTKAK	New Potrice	This will be a stop control, through traffic from	
				2 desired to the first security of the second section of the section of the second section of the section of the second section of the se		7/13/7018 4:06:48 PM	Was planned to be stop-control for return traffit; through traffit for inbound Cookingham.		MK
+	3 G-100 SITE PLAN	10549	1/3/2018 2:04:43 PM 6/21/2018 4:18:19 AM	HOW IS THE INTERPEDIATION CONTROLLEY I Recommend adjusting Y21 and Y22 to swold fixed bridge	Lemenecker	7/18/2018 4:28:18 PM			
-				Absence remains at not normal and builton marking black	8 willam.emeneder	7/18/2018 4:27:43 PM	Plan adjusted and reviewed	Plans upgening phases	2
	3 (~700 SHE PLAN		the state of the s	of the property of the propert			to the second of	Gate access and AOA fence Included. Paving at the shares of Aont in Included in Alaba Chell Includers.	SEE G. 100, ACF 1,00 OVERALI ADRIELD PERIMPTER EINT PIAN AMFAS 1, 9, 15
	3 is 100 STE PLAN	dbrewer		Harminals R.B.C. What the Taxione is this ? Will the Group Vaircraft next to use	B.Agree willam,emenerser	7/18/7018 4:38:50 PM	will propare resummate to receive the opportunities of the formal infinite parameters of the formal infinite parameters of the parameters		
1	JI JUON SIE FLAN			Shaw complete makeway with entrance and each movements & employee complete transferory with entrance and each movements in the other control of the same of the building for filter, where it the AGA foreing, what which areas control to be weeded, what modifications are required to both Terminal D and Terminal C.		Programme and the control of the con	Will need to be studied, directed to keep existiling roadways		
+	3 G-100 SIT PLAN	dbrewer	1/3/2018 1234:40 PM	Carages (This has priver been shown.	b way con will affire the new	The state of the s	Section 18		Revised to show 4 RONS,
1	3 G-100 SITE PLAN	<u>=</u>	6/25/2018 2-28:18 PM	I believe ATR recommended getting nd of 4 of these spots	Agree	7/18/7018 4:27:47 PM	Refer to detailed AUG V layouts in alreide planning and provide	· · · · · · · · · · · · · · · · · · ·	
+	3 G-100 STE PLAN	10549	6/21/2018 4:20:17 AM	It will be difficult to service and caker a Widebody parked at X10. Alternment Coordination	William, emenador Britano emenedar	7/18/2018 4,1123 PM	conjuyens based on detailed layung. Will be studied based on revise diplan with reduced pawing	6-100	83
	S ALADO ME PONE	į	M4 157:31 PM	is raar service road required? It takes up a lot of square footsign. Recommend removal.	D-Do ndwillamenecker	7/18/2018 4:15:48 PM	Will retail VSR per request from alir port operations	G-100. Request for VSR at North to remain, confirmed at CQ/20/18 ATR KCAD Meeting.	20
	3 G-100 STEPLAN	10649 dbrewer	2 1	U/21/2018 4:00:32 AMA Recommend adjusting 15, VJ, and VB to avoid (the final bridges. 7/27/2018 LTD: Review Parking Configuration based on Author galang strategy.	B = Agre william.emenecker B-Agree william.emenecker	7/31/2018 M4 50:31:05 PM	ongoing defailing of gate layouts by ARUP Will reduce to 15' wrigidp separation per paving area reduction discussions	6-100	23
	3 G-100 SITE PLAN	dbrewer			B=Agree wilfam.emenecker	7/18/2018 4:24:31 PM	Yes, to be studied with reduced paving layour.		
	S. C. AND CT.T. III &M.	500	Mg E7-3b-b RmG 8G3	Apes within 100 of potential fluel spill will require a solid wall or debuse extens for elabring.	0=00 вефійнтетвлесь	MY 85-3528 426-39 PM	Main beliding not within 2007, fazed link would need solls walls.	Rafer to Sketch (Fine Protaction Sketch, Debuge - Fueling Locations) in Fine Protection Draysings	Requirement for solid wells, and deluge system noted in BOD and Fire Protection Dwgs. ES
l i	S GALLON CITS DA AM	dbrewer	1	AOA Access Gate?] Show AOA Fence Une	B-Agrae bsells	7/13/2018 4:09:51 PM	Landstife plans will show grometry	Airside AOA fence shown in all applicable Landstde plans	WK
	3 G-100 SITE PLAN	dhrewar	7/3/2018 1:57:17 PM	Concern with Jet Blact & shycol over spray fisues	B-Agree william, emeracker	7/21/2018 3x06:38 PM	Will need to provide screen on top of blast fence.		
	S (G-500 XIE PLAN	12286	6/28/7018 4-53-00 PM	Area worthn 100 of potential floxi spill will require a solid wall or delager spitem for glading.	D-Dong willem emenecker	M4 42-8Ch 8105/81/7	Net within 100' of building.		Refer to Skatch (Fre Preferction Sketch, Debugn Freshing Locations) - NK
	New also con o	dberwer	Med Section 1:502/E/I	How does this work in the Terminal B Garage, Verifical Movements? Show the proposed plan for weather protection (Alexation changes, surstion) of mmentals).	B≕Agne bselk	MY 02:8018-4:08:20 P.M.	Additional information is required for the design.	Wolkway has been incorporated in the landside bear, see C-500 for grading. Weather protection, materials, etc by others.	Hamp in meet accusvability inquirements. There to Bild On, Bild, feer marketijs in ond weashiner produculine. Befler to Appendis (eek CR) -NK
	2 G-1-PO GITT IN BIN	17786	6728/2018 452.24 PM	Ausa within 100° of potential had spil will reques a solid wall or delines system for alkanin.	D-50 nu willancemenecker	1/18/2018 4:29.57 PM	Not within 100' of building, refer to datais in airside layout, plans, architectural drewings will be adjussed to match current anxide details.		Rafer to Sketch (Fine Protection Sketch, Delage Fueling Locations) - NK
	a very print print and	127986	M4 07-0E-7 R10-28-27-1	Recommend removing R29 from the tackway CL to the de-ize paid. Placing a RON paid here introduces the potential for human error during RIOPS.	B=Agree willtan.emerhocker	7/18/2018 4:22:33 PM	Convenent addressed by letest plan reviewed as part of the paving reduction studies	00T-9 .81	85
	AIS-001 TERMINAL LEVEL 1 DEPARTURES LIFE SAFETY		Mg 20-90-05 MG 70-05-05	What is the mainted here? No green roof, but rather a power or standing seam roof a attractive but more maintenance then than mean roof.	A -: Com kostel	7/13/2018 10:24:18 AM	Green roof will be replaced with paver o other maintenance free TASJ2038 10:24:18 AM Imaterial if not required for LEED	AT-030	<u> 20</u>

Page 156 of 169

CLAIR WELTZ CLAIR SCNI
Responses to Stateholders Comments on Updated Drawings Document Issued with Concept Design Package Prepared July 27, 2019 (Rev. 10/24/Life)

ICEV 10 COMMENT RESPONSES A = Comment broot porsels, Se experted Chramings 8 = Agracy, contemnt to the addressed in nota places. Cobbed more film, from absorbolder or further effectives. D-Do not agrae [Costign team member to provide suplan



(61.) R.N. WEITZ CLARKS CR. Reports to State of the Concept Design Package Prepared to State (with Concept Design Package Prepared to \$1, 1016 (fee, 101/5/12)

INEX TO COMMISTY RESPONSES.

A = Comment incorporates, See updated branking.

B = Agree; comment to be addressed in max place.

Cathed more fine, from submidded or further discussion.

D=Do not agree (Design team member to provide explanation).

								(Veditionalian වේ ගුන්නිල්) ලික්තිකත්තා මනි
The state of the s	Brid Missen Brins	Stetosinghilling	Monte	Semman	Netto Respondes	Ontellegrandas	Reprose	Provide Verifier Initials comment is closed
				es/Anys coordinate vertical destances needed ess/large container removal is there an elevated seed location for containers) for employees to		MA 07-02-07-0 April 19-10-09-49-1	Trash would be collected at node in arranda clock, this will be absoluted further on new ribese.	Revised, SEE AT-CLOL and BOD Accounter BS
Text Box	15 AT-OLO LEVEL O ARRIVAIS FLOOR PLAN	10661	7/5/2018 5:11:48 PM	dump trach/cing/	A-Agree william entendeder	7/18/2018 3:33:37 PM	nted with MEP spaces and abiline	;
Text Box	15 AT-OLD LEVEL O ARRIVALS FLOOR PLAN 15 AT-OLD LEVEL O ARRIVALS FLOOR PLAN 15 AT-OLD LEVEL O ARRIVALS FLOOR PLAN 16 AT-OLD LEVEL O ARRIVALS TIORREDAN	dbrewer			willam emerecker	7/25/2018 2.14.09 PM 7/25/2018 5:59:18 PM	nancuser, will detail further on next phase is swalling?	Therefore STEATOR), and BOD Appendix BB, and Landsice Cost Dry Register Cost Dry Resident Cost
-bnqc	15 AT 436 LEVÉL O ARBUVALS FLOOR PLAN	Pred		Move to the ramp	D-Do nawilam.emenecker	7/18/2018 11:00:48 AM	Detroil substations will be within the building, emergency generations moved to agron, that tax been provented since authorissment will be detailed in next stage of work.	Respect, AT 000
‡	15 AT-010 LEVEL D ARRIVALS FLOOR PLAN	Pass	6/25/2018 2:18:40 PM	Wity becated here? Why not further up sheet and move the makeup devices closer to the center of the connector with more clear height.	B-Agree william-ememetker	M4 18:7:13 8107/81//	Based on narrimal stoping fluor option we will be minifig MEP rooms to center of connector,	Revised AT-010 bs
Cloud+	15 AT-010 LEVEL O ARRIVALS FLOOR PLAN	dbrewer		Verify tog circulation with a east frain (turning radius with all columns	B=Agree wiliam.emenecker	7/18/2018 3:32:17 PM	Will exportingte with BHS tag paths in next stage	Redeel to eccommodate Aliftee Oos stottes and
Callout	15 AT-010 LEVEL O ARRIVALS FLOOR PI AN	dbrewer	7/3/7018 2-35:28 PM	What is this space?	B∹Agree william.emeneskes	7/18/2018 10:52-59 AM		future growth, as well as employee chaulation, see
Callout	15 AT-010 LEVEL 0 ARRIVALS FLOOR PLAN 15 A3-010 LEVEL 0 ARRIVALS FLOOR PLAN	dbrewer	-	lly workproblem	A.Agree; comment to be address	7/18/2018 3:19:29 PM	A-Agreej william.emeneckey 7/18/2018 3:18:19 PM Elbiniather in infama is pop froot options P B-Agreej comment to be addressed in mot phase, set by William.emenecker or 7/25/2018 at 2:19:17 PM	Newtong, sale At - O.L.
- Post	*Catonolevel passivals HOOR plan	10649	_	Est from PS should be configured to avoid direct line of sight into PIX	B-Agnes; comment to be addres	ward in next phase, set by v	Alliam enerter on 7/25/2018 at 1-24:00 PM	
Callout	IS AT 010 LEVEL O ARRIVALS FLOOR PLAN	10649	6/21/2018 3:55:19 AM	Need to show APC Kidaks (not necessarily right here)	BAgree William.ementionation	7/25/2018 5:34:07 PM d. See undated issue, set b	BAgred William, emanacker 1/72s/2018 5;34:17 PM Will work in next phase with CBP guidelines. Assamese comment incendrated, See undated lastic, set by William, emerged an 7/79/2018 at 10:16:10 AM 6	Revised, SEE AT-010
Callent	15 AT 1010 LEVEL O ARRIVALS FLOOR PLAN 15 AT 1010 LEVEL O ARRIVALS FLOOR PLAN	10649	6/21/2018 3:57:41 AM	Show walls and doors endosing the bag room	B-Agree; comment to be addre.	sed in next phase, set by		
Callout	15 AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	dbrewer	W4/2018 3:09:25 PM	Dimension too tight for safe operations	A-Agreewillemeneder	7/19/2018 10:14:43 AM	nts presented	Revised, SEE AT-010
1	AT MOLIDIEI DADBINAL ELCENDIAN	- Partie	M4.0421-5 XM2/4/2	Need a Work seasion as to how this space functions	Auderecksten. Patel	7/21/2018 7:53:40 PM	_	Restjewed at Mareings with RCAD, coordination to be continued in most phase. See BOD Appaind's 88 ES
Callout	15 AT DID LEVRI D ANRIVALS FLOOR PLAN	dbrewer		er the road?		7/25/2018 9:30:17 AM	Canapy will be tall enough at that point to clear five vehicles, will clean in next stage, welkney to be redesigned based on kneprug. Other roads	Canopy soops and starts to allow for vehicle traffic at crossings. See 800 Appender. U
			l G	r espansion & grown Below romp & & below tug drivn, how do we get a suspect				creening mas, see
Text Box	15 AT-010 LEVEL O ARRIVALS FLOOR PLAN	dbrewer	7/3/2018 3:19:35 PM	bag out?	B=Agree wilhern.emenecker	7/25/2018 5:37:47 PM	Screening has been sized for 4. gain expension	ATT ELEMENT PRINTING AND ALL ALL ALL ALL ALL ALL ALL ALL ALL AL
Calleut Cloud+	25 AT-010 LEVEL O ARBIVALS FLOOR PLAN 15 AT-010 LEVEL D ARBIVALS FLOOR PLAN	dbrawer 10649	M4 22:42:4 8103/21/1	Tugs cannot maneuver in this space (typ) There are no airport ops spacera in close proximity to the gate.	D-Dongwillem.emenacker A-Agree willem.emenecker	M9 85.22:8 8105/21/7	11.	Reliand, SFE A7-010
		-			PDo and sufference designed	M4 Z5-05-Z 25-Z5-Z5-Z5-Z5-Z5-Z5-Z5-Z5-Z5-Z5-Z5-Z5-Z5	actuals to place by the cent of quality actual three to more to the coop, actuals to 850 only required duting RROPs, authors will know to mentage these cases, are constrainty cannot accommodele before headhoose Per 751 meeting decustions, SCM will remedent reduce the contential actions.	
Coud+	15 AT-010 LEVELO ARRIVALS FLOOR PLAN	Tinger	MANUAL STORY OF THE STORY OF TH	וווציווורטבער דו השפתטו אלמכב פו הסווח רשונו		out Company of the last	retail support with engineers in next	Produced CC AV. 1710
Cloud+	15 AT-010 LEVEL 0 ARRIVALS FLOOR FLAN	Paul	6/25/2018 2:22:12 PM	Consolidate the Retail space towards the center of the concurate Verify circulation space/dimensions	Bangree William emenecker	7/18/2018 11:15:28 AM	Stage of work. Start at 9' deer, will study need for two escalators in next	
Callout	15 AT-010 LEVEL O ARRIVALS FLOOR PLAN 15 AT-010 IEVEL O ARRIVALS FLOOR PLAN	dbrewer	7/3/2016 2:56:05 PM 7/3/2018 2:56:05 PM	Show escalator enclosure This Area reeds better definition	B-Agree; communt to be address	seed in next phase, set by	B-Agreej veillam, emenseker 1725/2018 1.2125 PM phase B-Agreej communit to be addressed in next phase, set by william, emercecker on 7/25/2018 at 5:381.5 PM	Revised to show control armods, SELAI-VLV
Callent	35 AT-020 LEVEL O ARMVALS FIDGR PLAN	dbrewer	$\overline{}$	Cleaning / poliphing neune (Typ)	DeDo no willam.emenecker	7/25/2018 2-12:47 PM	ef from column center to exterior wall, floor cleaning machines will not fit, brooms mops and staff will be able to access space. Examen in noises to have anothered that ne-chaffine talkin clowless to	
tloud+	15 A FOLD LEVEL O ARRIVALS FLOUR PLAN	dbrewer	MY 42:82:5 BIOT/E/I	210' of open space Insjot contem. Program Issues	B-Agree willam.entenedor B-Agree willam.entenedor	7/25/2018 2:11:51 PM	$\overline{}$	Request for VSR at North to remain, confirmed at 109/20/18 ATR KCAD Meeting.
			$\overline{}$	g shives have a clear line of aights before pulling outor			VSR is sufficient for drivers to see will coordinate with BHS for tug	
Calleur	15 AT-OLD LRVEL O ARRIVALS FLOOR PLAN 16 AT-OLD LRVEL O ARRIVALS FLOOR PLAN	dbrewer	7/3/2018 3:28:41 PM 7/3/2018 3:23:54 PM	in a serie		7/16/2018 4:07:35 PM d. See updated (saus. snt.		
G lout	15 AT OLO LEVEL O ARRIVALS FLOOR PLAN 15 AT OLO LEVEL O ARRIVALS FLOOR PLAN	dbrewer	7/3/2018 2-59:14 PM 7/3/2018 3-03:25 PM	Why is this Spaces needed? clearance and chrutadan baures	A-Agne william amenecker A-Agne william amenecker	7/15/2018 10:16:02 AM 7/25/2018 5:41:01 PM		Removed, SEE A1-0.10 ES Revited to show entral arrholds, SEE A7-0.10 ES
Chud+	15 AT-010 LEVEL O ARRIVALS FLOOR PLAN 15 AT-010 LEVEL O ANBIVALS FLOOR PLAN	Paul	6/75/2018 2:20:02 PM	focus less on the space allocation name until you nall down the location of ahitne space. Congestion locates	B=Agree willam.nmenecker	7/18/7018 3:13:31 PM	7/18/2018 2.13.138 PM Sidness are unping for BOH altocations in coordination with 3/18/2018 2.13.138 PM Alternatives have been presented	Admin to States grouped per Act Aurora Medicine per program requests, so of 4/12 is 65 Medicine to show certified out since certified outside SEE AT-000.
Box Locations 5,23 D. 2010-05-14 Updated	los teodrón: 5.23 livejos Selavijas Comments 3016-05-14 Liptari et Orașs				Page 158 of 169			BE TO G-agust SEE THE WASHING ANY SEE THE MANAGED TO THE SEE AREA

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Responses to Stateholders Comments on Updated Drawings Document Issued with Concept Design Package Prepared July 27, 2018 (few, 30/25/18)

	Lear section of the contrastrum in	Opposite Septite Interis separation days	2 22	6:	N-010 S		20						ជ		2	53		3	es es	23	N	22	න I	ES.	2			Ramp Es		3 2	5	10 H		33	
7		Revised SEE AT-040	Revised. SEE AT-010	No changes to drawings	2 escalabors provided, 1 stal removed, see AT-010	Rawked, area will continue to be refined in next	phase. SEE A1-010		9			* *	SEE AT-010	No. of the last of	OTA-I Wasse Supplement to the Control of the Contro	Revised see AT-000, AT-011	Section 2.5 and 2.5	STORY IN THE CANADA			Roll Up Daors at Male-Up shown, See AY-01.0	Removed, SEE AT-010		+	Revised to show central arrivals, SEE AT-010			N/A Control Tower Ramoved, SEE AT-010 for Ramp Control Support Solate and adjacent Terminal	Bleng Carrier Denounced Can AT 2017	Race Garden Removed, See AT-013	Pyldant In AT-011	Removed, SEE AT-011	Revised, see AT-030, AT-031 Bevetor / Escalator serves wide bodies to the North and South, discipating the two large pay	groups to the north and south of the VT	
Datus Not agree (Design team member to provide explanation)	And Committee of the	Incressed circulation area to latest plans	spaces moved in latest places	Yes, serving different parts of building, see MEP Will stude in rest whose, may be enough home for restandance.	The staff may be amough to excomplish this.	Belefebs: comment to be addressed in next obsess, ser by will an evanner be no 7752 Mts as 3-cut on that	WILLIAM STREET OF 1/25/2016 AT 204:01 PPR	AOA fence presentad. AOA commis descris recifemed, will work to locate hew access for counting equipment en near phase fin willden need to access the fire control entrer, fire pump,	presented 7/24 column center lines are 3°-6° off exterior wall, brooms and mops can get between wall and column. Can coordinate Interior	Perifficers in next phase. Level chances are by product of the no stoned finers, these will	be reduced with minimal stopped floors, temporary range can be used to facilitate future expansion	Oversidend bags will come through short conveyor or gravity slides at the sources robed at ODE fleet of pauces in be sheeled in new	phase of work	Corridor temoved, apaces are one security to corridor is not required and and plan has been presented	s again may apara keca para i mas seemi propertycki Bao metern dittari feri 22 astese	Will coordinate with new hold room sixing	Plan underbot on a contract and the contract of her bear and	CSP space has been updated, this will be K9 unit with direct	Area has been increased and access to aliside improved in latest	plan rawkew materials	versite amount up doors was be snown in next scape of work, coordinated with BHS. Economical with BHS.	CELTRINAME III INDINI AL MODE INDOL'ADUONE	Updated plan has moved MEP to keep this area for CBP officers. Updated else to persons clandarion.	Several options are being evaluated that would re-shuffle claim	OWICES / ATTVES CITCUINGON and Add retail	Plans updahed to move service corea closer to ramp control support, stains would be used to access rath at upper level	Approx, 1071.2', to be detailed in next phase	Support space shown on this level at 2000 sf, to be detailed and right steed in next phase	Roof Eartlen will be removed if not eautined fee IPED creatit	Roof garden will be removed if not required for LEED credit	through aminals corridor, only in case of emergency	A carolann.rulz 7/31/2018 Landscape concepts to be studies in next phase	WHINIBLEMENTSTREAMS ON FEEDVALD OF STREET FWY	ins are a oning recompanies. We should consider future 50 gate expansion, this can be evaluated in next phase, reducing width would give more area to	
		7/25/2018 1:22:00 PM	1 1	7/25/2018 9-31-08 AM	7/20/2018 11:24:59 AM	ssed in next phase, set hy a	Secretary waster secretary						7/25/2018 10:48:50 AM	7/19/2018 INTERSO AM			7/25/2018 2-07-12 PM	Т		7/25/2018 5:35:24 PM	7/18/2018 8:12:29 PM		7/20/2018 11:25:41 AM 7/25/2018 2:07:39 PM	$\overline{}$	WEST STORES PAR			M4 1057218 3102/97/7	8/3/2018		3-33-45 PM	7/31/2018	modulogi Department		
	G. C.	A-Agree william-emerador	A-Agree william.emeneder	Andgree william.emaneckar	BeAgree william emenecher	*Agree; comment to be addre							B=Agreetwillam.emenacher	Authorno milliam amenacian	D-Do nd william emerseder	B-Agnae william.emenecker	Andereckellam americae	Section of the sectio		v=Agreerwillam.emeneder	Bragnog will am emenector		A-Agree william.emeneder A-Agree william.emeneder		Produce William emergency			B=Agrem wilkam.emenecker	A = Comment Incorporated.	A = Comment Incorporated.	- Color	Garolann.rulz	A is Commont in Common See medical Department		
	Seminari.	e get passangur to access this side of the commyor?		I was of the Same Sarker		very wide. Same of this space mast and great area en area.			Show AOA Ferce Line.	Show ADA Control Access Gate with Guard booth Indicato which building elements are accessed Landside or Auxide	Why are all the columns focited invery from the walls which cause MRO/cleaning issues and impedes dirudation	To many level changes in this Building, major issues for future changes.	Now do we get averabed baggage to Claim?	not erough dearmen to walk	e to allow for impassion of	ator w/ departures level	No Airline Access to this space	if this is the CRP Secondary. It appears understood	t serves and lacks		Weather Protection? By		τ	d for this open apare? Maybe additional F&B		Who do we acress the Gate Control Telegr?	What level is the man access for the tower ?		Sheet AT-01.1: Are not gardens accessible for travelers, alread temployees, etc. to walk through, or is the only direct benefit to them the views?	olution	HIDW SIN THAIR STARTS SECRETED? Removes planter street machines. Mile over	als level	/Two Garbes		
		7/3/2018 2:48:29 PM	7/3/2018 2:53:50 PM	Т	6/21/2018 3:55:14 AM	6/28/2018 4:48:47 PM	$\overline{}$		-				7/3/2018 3:06:06 PM	7/3/2018 2:59:37 PM		6/22/2018 4:19:26 PM	7/3/2018 2:45:44 PM	6/21/2018 3:56:10 AM		т	7/8/2018 3:34:13 PM	1 .	7/3/2018 2:46:05 PM	_	-			7/3/2018 4:09:11 P.W	Marcel. Ha (6/28/2018 9:43:06 AM 1		7/3/2016 4:18:11 PM	1_		Г.	
	Rehylesithmen	dbrawar	dbrewer	00100	10649	10681							dorewer	dbrewer	dhrewnr	10681	dbrawer	10649	10540		dbrewer	200.00	dbrewer	10681				dbrawar	Marcel.Ha	Peul	dbrewer	10683	dorawar	950	- Contract
	Physics Salmon (Norm);	15 AT-010 LEVEL D AIRRIVALS FLOOR PLAN	15 AT-010 LEVEL O ARRIVALS FLOOR PLAN	MANUAL PROPERTY AND A PROPERTY OF THE PARTY	15 AT-010 LEVEL O ARRIVALS FLOOR PLAN	AS AT-010 LEVEL 0 ARRIVALS FLOOR PLAN							15 AT-010 LEVEL D ARRIVALS FLOOR PLAN	15 AT-010 LEVEL D ARRIVALS PLOOR PLAN	25 AT-010 LEVEL D ARRIVALS FLOOR PLAN	15 AT-010 LEVEL O ARRIVALS FLOOR PLAN	15 AT-010 LEVEL O ARRIVALS FLOOR PLAN	25 AT-010 LEVELO ARREVALS FLOOR PLAN	15 AT-old LEVEL & ARRIVALS FLOOR PLAN		25 AT-010 LEVEL 0 ARRIVALS FLOOR PLAN 25 AT-010 LEVEL 0 ARRIVALS FLOOM PLAN	AE AT 100 (CAC) & avenue is a companied	15 AT-010 LEVEL DARRIVALS FLOOR PLAN	15 AT-010 LEVEL D ARRIVALS FLOOR PLAN				16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	36 AT-021 LEVEL 1 DEPARTURES FLOOR PLAN	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	15 AT-011 LEVEL 1 DEPARTURES FLODIL PLAN	16 AT-011 LEVEL 1 DIEPARTURES FLOCIII PLAN	16/AT-011 LEVEL 1 DEPARTURES PLOCK PLAN	16 AT 011 LEVEL 1 DEPARTHRES SI COR PLAN	20071 Vala
	lien Ten	Callout	Callett		Callent	Cellout							Text Box	Callout	Clourth	Callout	Callout	Cillout	Callect		Callout	Christia	Callout	Callout				Cillora	Cultout	Calbut	Callout	Callout	Calleut	- produ	

CLARK WEITZ CARRESON Reports to State Comments on Updated Drawings Document (squed with Concept Design Paddage Propert July 21, 2018 (fee, 11/97/18)

		3						វិធីស្វាយស្វាក់មេរិជនៀ នាស់របស់សពនារិក (ទេស)
E	Share Sharenge	Maranard Bake		Commen	Section (page-order	Designations	Regions	Destrugé chiquatitras duran socies (Produce Veril & Lands By Collonana solos self
	AT-013 LEVEL 1 DEPARTURES FLOOR PLAN	10681	2018 4:14:04 PM	Potential feer to provide Controsson that myrowes the quality of this interest space (reclaiming the 30 controls) while also allowing passeggees to access the exterior space. Could the MRR and mort space passeggees to access the exterior space. Could the MRR and mort space in white feet to troccure in make use of restro space within mit. It adding additional sat, it, to the building?	William, errommet der	M4 15:05 8:50/6/1/1	This will reved to be evaluated along with other community mostered regarding floads rooms and studies, SURA to prepare after-ratives, 30° has been requise, tide for all comfore	
Cloud			7	Jet to EE SSCP?	4-Agree william.emenecker	//20/2018 11:37:24 AM	Employaes go through main checkpoint per review with 154, updated plan has been presented.	Provided at SACP, See Al-ULL, Appendix U, Livigin
Cloud+		1 2	6/25/2018 2:38:09 PM	Do not do garden - lower maintanance product A Path of Travel	Comment incorporated. Agree; comment to be address. Agree to be address.	8/3/2018 sed in next phose, set by v	A = Comment incorporated (\$/3/2018) Roof garden will be removed if not required for LEED credit Belagues; comment to be addressed in next plane, set by willon-emember on 7/26/2018 at 1:38:12 PM	Removed, See AT-011. ES
	İ		I	Are the Book Gardent arra-stille to naturantiers?	A ~ Comment incorporated.	8/3/2018	Roof ganten will be removed if not required for LEED cradit	Removed, See AT-01.1
Callent		in in	7/3/2018 4.29.45 PM 7/3/2018 4.29.45 PM 6/21/2018 2:18:57 PM	Gratelinin for 42 Gate Addition? Groutation for 42 Gate Addition? Checke these obligation by political particular of the Addition?	Be-Agree NECk Witter Be-Agree William, ernennschef De-Do red William, amaniscker	7/25/2018 10:34-32 AM 7/26/2018 3:22:22 PM 7/19/2018 5:30:40 PM	207 had deep end in searchly spaces, SUM will provide a egress door now he had crown, stale on the other side of the 1980 or at 2021 at the mod of the ball. Will need to be converted to decision in expansion Required for blast protection.	
Text Box	15 AT-011 LIVEL 1 DEPARTURES FLOOR PLAN	dirawer	1/3/7018 4:17:14 PM	7	-Agree; comment to be address	sed in next phase, set by v	8-Agree; comment to be addressed in next phase, set by William amenicker on 7755/2018 at 3-45:14 PM	
Callout Callout Callout	15 AT OLL LIVEL I DEPARTURES FLOOR PLAN 15 AT OLL LIVEL I DEPARTURES FLOOR PLAN 15 AT OLL TENEL I DEPARTURES FLOOR PLAN	Paul dhrewer 10649	1/3/2018 2-46:18 PM 7/3/2018 4:33:11 PM 6/21/2018 2:18:35 PM	reed to do an artial layout of the quasa siting the ID checkers, diff equasa lines for precivity, pruntury, std famous hadrensy. Kinge beliaket closer to building	PAgree Willam.emenecker LeAgree, comment brochoates Jabo ndwillam.emenecker	1/26/2018 3:36:26 PM 1. See updated lesse. set b 7/19/2018 5:31:14 PM	Queue options we being evaluated, secondary functions such as Prigitals 3:86:25 PM Devider products be addressed in out to have Audyses, comment hece/ported. See updated lises, set by willow assembler on 7/20/2018 at 11-36:30 AM Deby indylliam-assembler 7/20/2018 5:41:46 PM Installed it curb for blast protection	Revised, See AT-011 BS Revised, See AT-011 BS
				Check in Counter near the Leading Bridge Door Leading Bridge about to Open 180 degrees				
				Building column not in between count and bridge door				
				Bridge door must be controlled at all times by an Arrine agent				
Callout	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	dhrewer	7/3/2018 3:58:28 PM	Spacing should not allow passengers behind the agents	- Agree, comment to be address	sed in next phine, set by	B-agree, comment to be addressed in next phase, set by william eminiacies, on 7/26/2018 at 1-57:16 PM	
4 ponds	16 AT-011 LEVEL 1 DEPARTURES FLUOR PLAN	10649	6/21/7018 4:26:25 AM	or the	BAgree William, emercecker	7/75/2018 1:40:43 PM	ongoing detailing of gate layouts by ARUP	
Cloud+	16 AT 01.1 LEVEL 1 DEPARTURES FLOCKIN PLAN	12286	6/30/2018 12:34:15 PM	future expansion vertical cores will limit SSCP expansion beyond 2. additional lanes	B-Agree willam.emenecker	M4 95:83:1 8102/92/7	Several attennantives being evaluated, including centrally located servinis	Revised, See AT-001
Cloud+	15 AT-021 LEVEL 1 DEPARTURIS H.OOR PLAN	10649	6/21/2018 2:14:09 PM	There is insufficient queue space at the the curbate there and influent chrustian space between the rolumes and the curbate and columns and bolaries.	Andered will am emersecker	1/26/2018 3:37:55 PM	New layout has been presented	Nevined, See AV-011
Cleud+	16 AT OX1 LEVEL I DEPARTURES FLOOR PLAN	10649	6/21/2018 2:17:17 PM	Since the elevated roadway is separated from the building, reconsider if boliants are needed along the entire length or just at the cardies. This would alwinate some "dutter" from the directablon path.	D-Do nowllam emenecker	7/19/7018 5:31:42 PM	Black lesse	
Cloud+	16 AT-011 LIVEL I DEPARTURES HOOR PLAN	10649	6/21/2018 3:24:00 PM	While we anticipate continued development of the conxacalous areas to include storage, service corridors, etc, we recommand that implicipate increases no units do not exceed all in depth.	A-Agres, comment incorporate B-Auren William entretiker	d. See updurad issue, set t 7/26/2018 3:42:29 PM	Anagrag, commant incorporated. See updated issue, set by willians emineder on 1766/2018 at 1557-58. PM Backerelunillan, eminencker 1778/2018 546229 PM Albimathors are being studied	fleritects, See AT-Q11. See Appendix U, Design Standards for studies of Connection area at Modes. 19
Cloud	15 AU1 LPFE 1 DEVARTURES FLOOR PAR		6/34/2018 12:51:44 PM	12' vide confor between between werkal core and 90K quese is narrow for bi-directional traffic. Sall the vortical elements to discributa graces the quide would for the time had.	Br-Agree William, singines/yer	7/26/2018 3152118 PM	Do not agree with splitting elements, SKL layout has been also agree with splitting elements, SKL layout has been also agree with splitting elements, SKL layout has been address of the splitting elements of 17/15/2019 SKL standard has a set address to william enementer on 17/15/2019 SKL 18/2072 AM	Operal work for cruz definition to the bear interested. See A '0.11. Additional deliberation, such as memoring the stall and providing a switchback further down, are to be studied in the ment place. The stall and providing a most place further down, are to be studied in the most place. In the stall and the st
Callout	16 AT 013 LIVEL 1 DEPARTORES FLOOR PLAN 16 AT 013 LIVEL 1 DEPARTORES FLOOR PLAN 16 AT 013 LIVEL 1 DEPARTORES FLOOR PLAN	Paul		What is the? If this is the ank each in the feature when the SSTP expands, too small Roste Antarif.	A-Agree Wilhm.unmacker B-Agree Wilhm.amenucker	7/26/2018 3:405% PM	Several alternatives being evaluabled, including centrally located arrivels organing detailing of gate layouts by ARUP	Raviered, See AT-021, Carba i Arrivatis shumm. FR
Calbut	16 AT-011 LEVE 1 DEPARTURES FLOOR PLAN	dhrewer	7/3/2018 4:06:42 PM	Prime Concession Spaces, pour landon for elevators, both sides	A-Agree; comment incorporate	of See updated Issue, see	A-Agree; commont incorporated. See updated Issue, set by william concretter on 7/25/2018 at 1-38:40; PM	Revised, See Al-011. Revised, SEE AT-011. ATO space has been met, per
Cloud+	15 AT 011 LEVEL 1 DEPARTURES H.COR PLAN	10649	6/21/2018 7:31:47 PM	is this space unitsed? Can it become part of the ATO support space?	B-Agree william emeneder	7/2h/2018 1-42:02 PM	Akamatves are being studend	aithne requirements. Revised. See AT-0214, and A1-900 for embrigad
Cloud+	16 AT-011 LEVEL I DEPARTURES FLOOR PLAN	10649	6/21/2018 2:29:27 PIM	Re-walkate switting and flooring layout to circulation extends to the concessions area	A-Agree; comment incorporate	d. See updated issue, out i	holdroom A-Agree; communit incoporated, we updated true, but by william Americkar on 7/26/2018 at 1:38:25 PM IB-Agree; commissionalists	holdroam layouts. And Appendix U for design ES

Page 5 of 14 MA 48251 is \$1005/20/40 between

CTARK WEITZ CATAKECN Responses to Saleholders Comments on Updated Drawings Document Issued with Concept Design Package Prepared July 22, 2018 (Rev. 1072/18)

			<u> </u>			olesign design FS		1				123 I	3					23		B	82	<u>स्</u>		IT-010, AT-	a 	
7	Belovety, 6 Garmanament and transcription					Revised See AT-001, and AT-900 for enlarged holdroom layouts. And Appendix U for design standards.	Revised. See AT-011, and AT-900 for enlarged holistrom layouts. And Appendix U for design of perfections.	overall with for cross circulation has been becreased. See AF-0311, Additional adjustments, such as removing the star and providing a switch buck further down, are to be studied in the	Doors from sterile pooridor to be provided, for			Revised, See AT-011	TYP- I M BAC "na charact					Noviced, Sec AT-011	WA, MER has been moved to Mezzanine Level above ATO. See AT-011	Revised, See AT-011	Revised, See AT-010 and AT-011	Removed, See AT-011		Revised, No Ramp Control Tower, See AT-010, AT-		
	Notice to the second se	angeing detailing of gabe leveuts by ARUP	Currently accessed across roof	department and exist in that processions department in the control of the control	orapoing detailing of gate inyouts by ARUP	Cad files ssued to airlaves, will look at detailed laynuts in next phase	Out the burned to artiflines	Do not agree with splitting elements, SSK layant has been			Several alternatives being evaluated, including controlly located	anneaus. Cad Wiles have been ahumed, will look at detailed layouts in next inhow	organism detailing of asste invants by ARUP	Befores; Comment to be addressed in next place, set for will an americantee in 77567018 at 201-19 and			Agrawa to 2750 of for shighs holdroom, 2500 of for paired and 3000 of for grouped, inyouts to be detailed in most niese	Aren'ts being revised	As shown truck clear height is sufficient for trucks, will need to closely coordinate with structures and MEP moving forward in max stage of work	Anygons; comment incorporated, see updated issue, set by withour emenacion on 7/25/2019 at 3:30:32 PM	Angree; comment becoparated, See updated lesue, set by william envareder on 7/26/2018 at 140,12 PAB	beages commint to be auditables as by will amunicipated for on 1/26/2018 at 1.31.42 PM Jewignes, commel Removed, See AT-033. This would be black and beautiful areas, will study new focations and		v arc cappeon in candor or terminal - may potentially be moved. Need guidance from operations		
	Ditts Bager Dd	7/26/2018 1-41:13 PM	7/26/2018 3/27:20 PM	7/26/2018 3:34:40 PM	7/26/2018 1-57-46 PM	7/26/2018 1:24:07 PM	MY 12851 B105/85/7		7/26/2018 35/242 PM 7/25/2018 10:53-42 AM	7/28/2018 1-44-07 PM	7/75/2019 3-40-10 that	7/25/2018 3-44-31 PM	7/26/2018 1:28:01 PM	ssed in next phase, set by			MA 2019PT BYOT 184	8/3/2018	7/20/2018 11:36:16 AM	1. See updated base, set b	See updated byus, set b	Sed in near phase, set by a	111111111111111111111111111111111111111	7/26/2018 3:56:08 PM		
	Diffe The parties	8=Agree willam.ameder	Bs.Agreerwilliam.emenachar	Briggmen william.emenecies	-Agree william, amenacioer	Azkere willam.emenedar	B-Agree Willim emenedar		A = Com Mick Without	De og de maria	- and		8-Agnes willem.emeneries	**Agrees; comment to be address			D=Do nq william.emenacker	A = Comment Incorporated	B-Agree william, enveneciour	e-Agraes comment incorporate	"Agree; comment incorporate	Da De patrier, commune to be additive		willamement		
	Compared.	Can the PLB move west a few feet to avoid the short fixed bridge?	Access from Where?		PUMPIT.	Large amount of unused apace along wall (typical)	Show "poplums" to allow agents to maintain control of gate (typ of and gates)	32" wide confidor between between vervical core and SSK quetub is the state of the decision of the Split the vertical elements to distribute.	Verify this is not a study and party?	to bave sufficient area with 20,700 SF in seattle arrangement and general shaing served out of this and will be mind magatively impact the oversall	Future exit comitor is too small, especially when considering passengers watthe to see public elevanors.	Adjust seating to allow egress path. Single hold rooms should be excided if possible; this one looks a lift small	to eliminate the need for the fixed	This corridor doesn't need to extend to the end of the concourse at this phase, consider using for searing	Heidroom for galess YL, YZ, YZQ, YLL, YZZ, YLZ, YLL, YLL, YLL, YZG, YZG, YZG, YZG, YZG, YZG, YZG, YZG	737-500 with 179 seeks a 90% load factor = 161 departing PAX 357-750 with 179 seeks a 90% load factor = 161 departing PAX 151 x 200 standing 02.1.0 5 FP as = 2,002 SF TRIAL LIFE 05.55 SF = 2,002 SF	EO WITH 2006 searly x 50% Load Factor = 185 departing PAX XX, Seared @ 11.8 3F / Pax = 2,370 SF YOY Standing @ 12.9 5F / Pax = 477 SF III @ 525.5F = 3,377.8F	Nemove	Over Truck Dock (Access?) Clearances? Major Innorde to 18th Reserves. Execution Association		Additional service elevators needed on this side for Additional service staff scoons to know the fact to have a fact to know Know Elevators in the fact to the fac	se to move the Restrooms to the den Area) to allow for future	Show Vales December	ug alkenyatives range central facilities that den't rower. This will save cost and provide easier aut diminishing seriety	Draw the plans that reflect the images that are being presented	
		6/21/2018 4:07:40 AM		7/3/2008 4:31-29 PM	VOYABLE STATES FM	7/5/2018 3:07:01 PM	6/21/2018 4:01:31 AM	AMB CL. C. C. O. II MILE VILLE	7/1/2018 4:91:05 PM	6/28/58018 7:04:43 PM		6/21/2018 2:24:38 PM	6/21/2018 4:29:33 AM	6/21/2018 2:03:48 PM			6/20/2018 7:28:32 PM	7/3/2018 4:14:48 PM	7/3/2018 4:19:53 PM		6/26/2018 3:41:18 PM 7/3/2018 4:04:41 PM	7/3/2018 5:03:44 PM	7/3/2018 4:19:23 PM			
	Staffesholdframe,	10649	CEDIGWE	Diverser	DAME COO	10681	10649	133	dbrawer	12286	10681	10649	10649	10649			12286	SEN SEN SEN	dbrawer		10681 dbrewer	dbrewer	darwer	10649		
	Legy Short Chour.	16 AT-011 LEVEL 1 DEPARTURES FLOCIN PLAN	AN ALLESA EVEL LUCY PRIORES TUNK TIAN	16 AT-011 LEVEL 1 DEPARTURES PLOON PLAN	DIST DAME STORY OF THE PARTY OF	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	18 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	X6 A7-031 LPVB. 1 DEPARTURES R COR DI AN	16 AT-011 LEVEL 1 DIFFARTURES FLOOR PLAN	SS AT 2021 LEVER, 3 DEPARTURES FLOOR PLAN	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	16 AT-011 LEVEL 1 DEPARTURES FLOOR MAN	15 AT-011 LEVEL 1 DEPARTURES FLOOR MAN			15 AT-011 LEVEL DEPARTURES ROOM PLAN 66 AT-014 LEVEL DEPARTURES ROOM WAY	ADDA FOR A CHERT DRES TOUGH FLAN	MS AT-011 LEVEL 1 DEPARTURES FLOOR PLAN 38 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN		15 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN 15 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	16 AT-071 LEVEL 1 DEPARTURES FLOOR PLAN	14 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	37 AT-032 LEVEL 2 MEZZANINE FLOOR PLAN		
	Tron.	Cloud+	100	Calbur		Callout	Callout	Count	Cellout	Selec	Callout	Cloud+	Claud+	Cloud+			Callout	- Calledon	Callout		Yest Box Callout	Callout	Cellout	Cloud+		

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Maddadon et apply to death and an that	(Pravide Verifièr Initials), <u>a</u> comment is closed.													7 ,000																				
	शिक्तामध्य संद्वानात्तवातेत्रणक तित्वद्वातुत्व हो छह	N/A, Ramp Tower Removed		NA. Kamp I Dwar Mandwed		N/A, MER has been moved to Mezzanine Level above ATO, See AT-0.11 E5	Ramp control tower has been removed. Virtual ramp control to be Implemented. Refer to AT-010 Technology Bronn. The Toward Bronn.			MI			Refer to updated garage drawing: TM Refer to AT 250 Series for updated level	references.		Refer to AT-250 Surms for updated level TM		Refer to updated sections TM	Restroom / concessions bolithead is 15' and and a parapet will be provided. Refer to updated sections TM	MT	The major to ALLTO the blast forms incation		See Revised AT-500 sheets.		project	Pedestran		N/A - Lightwell no longer in proyect. Pedestran probleton assumed frincept from -asile: 1A		N/A - Lightwell no longer in project Commercial animy/exiting revised - see current	Al white	Dans	2 kanes now provaked for garage entry and garage ext. See current plans.	Service road route nevised- see current plans LA
OC .	The property	Acoss is being reviewed and configured. Tadianes can be viewed with cameras	pace at departures level.	Cab is currently shown at 28 x 26.	Taxilanus cun also be viewed by cumeza	N. Area is being revised at		Valuation is under way	The Gold of the County of the	Ill be addressed in next phase		· · · · · · · · · · · · · · · · · · ·	Area is being riewseid Anna is some Archaele lann with orth basek for Raseware Calin and R	n daran	MEP and conveyors, this space will be full when detailed by BHS consultant	Level is name Arrivals Level with sub levels for Baggage Calm and Refer to AT-250 Suries for Lipozited 1999. Annua		Will confirm with CBP	Regge clarify comment. This area is not accessible by the public. p			Cad files shared, will detail in next phase	ad files shared, will detail in next phase	ad files sharred, will detail in next phase	others were removed in the current agree design	inning decision on garage configuration, thuse areas will be emoved. Assumption for predestrian circulation in garage is	through drive ables	e removed in the current garage design. This area is	Pending decision on garage configuration, this area will be	for	Т		Currently studying other manging options. This canfiguration was developed based on grading and stoping requirements. This is final among scheme is selected, we will optimize rating.	e road access to be revised for next progress
	ज्यात क्षेत्रकृत्वातीय	7/26/2018 3:56:52 PM Ac		7/26/2018 3:59:21 PM Ca	7/26/2018 3:56:31 PM TR			4:00:06 PM	Bysykuin	rd in swoot phase, set by VW			B/3/2018 A	A1021/16/1	26/7018 4:01-56 PM cc	al de la company		W MA # 102:34 PM W	M 2/37/2018			Т	7/26/2018 4:09:15 PM C	7/26/2018 4:09:43 PM C	7/20/2016 4/05/05 PBI	d a stranger	1/19/2018 5-31.27 PM 10	III	-	N MA 81:15:8 BLOX/61/7	n/31/2018 m	7/18/2018 1-5:3:48 PM P	- 5	
	Gradus (Augumdan)	B: Agre william.emenecker 7		willamemenecker (7,	D-Do na william emenecker		1	A =: Com willam.emenedor /		underens comment to be addressed in sect phase, set by (Will be addressed in next playe			R Comment incorporated	D-De no carolam.rulz	ecker		D-Do na carolann.rum	Briggree william.emenecker	Sundines.			ArAgree Willam emenecker	1 1	wlliamemenecker	ecker.		R-Agree carolann ruiz		A > Com Mano, Garde	B-Agree cardam.ruiz	B - Agre carolann.rus	8 Agree carolann.ruit	a Sun	
	(<u>Quantigue</u> Ramp tower is required due to control of all Taxlams and coordination with delaing.	acces? re cab? is required due to control of all Taxlanes and coordination	with delang. How due we access?			are vertical access (e)evators/escalators) would be located	ver in theu of a virtual	stail you can provide about what is in this 9'6" section	of the building?	Ē	north south walls of the bottom flour?	They appear to be fully subgrade with the only defigits on the flour being the east well is thus connect? It is these seem to be very exponent spaces requiring ventifican. What about putfulg finese concess on the roof and building the first occupant level of the garage.	4	1d	s being installed within the ther area above the bug in below the floor structure?		Desiron Level 13. Desiron Level Desiron Desiron	NOT DELIVER OF THE POLITICAL	And the state of t	From the transfer of the state	inglentering MU area for	safety of all drivers and workers	to the ramp.			film is at the ends. It is difficult to drag It way referent to thu	7	Any is at the ends it is difficult to drag it very relessant to the	Weerage parking	This area will never he landscaped - not enough light	YIELD (B.	M/O venicle to who.?	Dispaces) must make exit here and make tight can be redirected or make a better redoing	condition containing
		H M4 50:05 4:00/E//	, <u>, , , , , , , , , , , , , , , , , , </u>	7/3/2018 4:36:03 PM H	D MIG OUT SA STOCK STA	-	A A STATE OF TAXABLE	\neg	6/78/2018 E-48:25 PM o	V British 1 2-32-43 BM	-	<u> </u>	M 40.701 8102/67/9	6/27/2018 4:48:29 PM	_	7	6/27/2018 4:48:47 PM	7/3/2018 4:51:19 PM		A STATE OF THE STA	۳	\neg		ı i	- 1	6/25/2018 3:05:46 PM	6/25/2018 3:DE:16 PM		b/25/2018 3:06:16 PM	6/25/2018 3:03:46 PM	7/3/2018 5:17:02 PM		ì	7/3/7018 5:23:27 PM
	Security	dorewer		dhrewer		Τ.	Chant	6	Paul	- Joseph	1		Paul	10681			10681	dbrewer		durener	OCHEMA	of prewer	Paul	dhrewer	dbrewer	la l	Paul		Paru	Paul	(Brewer	Physical		dbrewer
	Stationers.	17 AT-012 LEVEL 2 MEZZANIN: FLOOR PLAN		17 AT-012 LEVEL 2 MEZZANINE FLOOR PLAN		T/At-OLL LYSEL Z INTEGANINE PLOOP PAGE	27 AT-012 LEVEL & MIZZZANINE FLUOR PLAN	19 AT-201 TERMINAL HEVATIONS	21 AT-250 BUILDING SECTION -EAST-WEST	TOTAL TAKE BEAUTIFUL TAKE THE	ZI AI-ZSO BUILDING SELITAN -FASI WEST		21, AT-250 BUILDING SECTION -EAST-WEST	HILIONAL ROUNDS ON MILITIA SACTA CO	IN INSTITUTE MATERIAL POLICE AND THE PARTY OF THE PARTY O	TO THE PARTY OF TH	ZZ AT-751 BUILDING SECTION -NORTH-SCAUTH	23 A F-252 ENLARGED SECTIONS		ZSAT-ZSZ ENLANGED SECTIONS	24 A 1-253 ENLARGED SECTIONS	24 AT-753 PRIARGED SECTIONS	27 AT -900 FURNITURE FLOOR FLAN - ROLUMONS 27 AT BOTH FIRM THE RECORD BLAN - HOLUMONIMS	27 AT-900 FURNITURE HIGGR PLAN - HOLDROOMS	27 AT-500 FURNITURE FLYCR PLAN HOLDROOMS	28 AG-018 CARAGE BASTMENT (EVEL I LOOR PLAN	28 AG-01B GARAGE BASEMENT LEVEL FLOOR PLAN		28 AG-01B GARAGE BASEMENT LEVEL PLOOR PLAN	28 AG-DIB GARAGE BASEMENT LEVEL FLUCK PLAN	29 AG-010 GARAGE LEVEL O FLOOR PLAN	Main and section in the section of the big by	The state of the s	29 AG-000 GARAGE LEVELO FLODR MAN
		Gillout		Callout			•pnoo	Cloud+	Cloud+	<u> </u>	Callour		Cloud+	and and	Zallour.	andry.	Callout	Cloud	N.	Cloud+	Cloud+	Callput	Callout	Cloud+	Claud+	cleud+	Callout		Callout	Clouds	Tent Box			Callout

Box Location: 5.23 Design Submittel Comments 2018-06-1A Updated Physic

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Responses to Stakeholders Comments on Updated Drawings Document Issued with Concept Design Package
Prepared July 27, 2018 (Rev. 10/25/18)

Kon Saga Vindalization

	The state of the s																		
-	current		N/A - Lichtowall no lotter in orderet		itry and garage	0 9	Committed entry/exiting revised - see current plans	Service road and employee wallsway routs revised-	Two crossings added at Dapartura level-see	SNAW militare meet strateow to be decelerated		OTE-15	PE-340		Wall type to be addressed in the next place.	Commank does not require drawing chings	Comment both not require or awing change, the is indicated in the BOTO, DSU20.0.6	Refer to previous	Comment does not require draving change TM
PARTING.	[M] Commercial and Valet eart road ways are being revised for next submission.	WIII concretinate with D1000 to clarify these only serve Level D and Mezzanine	Agree, d'âgist well ramaine.		[14] Commissrelal and Valet east roadways are being revised for next submission	Typically the parting spaces below are labeled in "Low clearance" appears. If measureary. We combain the placed these confidents of the chair arises.	Rediculation roadway will be revised for clarity in next progress submission	Padastrijan walkway will hares a crosswalk at sarvice road. Sarvice road design to be revised for most progress submitelion	Two crosswalls shall be alrown from the alementar corns to the feature standard to the learning and the learning of the second of the learning of the second	SOM to confirm, but currently we are studying different ramping opsions. We agree that snow management instance will be implemented.	Snow managament strebugy (not necessarily need) pending deciden on garage mmping configuration	Expansion joints in the side will have no rebar across the joint, as they war meast to booket be able from one another. Centrol joints are more closely, spinsed than expansion joints and do have confissioned are more closely, spinsed than expansion joints and do have confissioned reduced states the fact and all the properties that control joints.	Expansion ports in the side will have no relaw excess the joint, as they was resent to joint the side has from one another. Control joints are some closely spaced than expansion joints and do have confineed replay stores them. Control joint are used to entrol confineed replay stores them. Control joint are used to entrol reventible the list has reside each. all it sheets as the control store.	Foundation designs pravented force will be updated based on serviced the service designs.	A wall is currently shown segmenting the bother room and the chiller room. The filter acting of the wall will be determitived as the design advances and code analysis develops	The design build team has evaluated this during the corceptual design hereafons and has determined that it is mot viable. Please refer to the presentation delivered on June 20th.	Each anday vestibule will have its own sabinet unit heater.	will be conditioned separately.	Radiust floor will be liceated in between the (2) people moves broaded on each safe of the convector. This space has a Southern exposure, from ratiations will be very letterable to before solar radiations, Also, i.v. will reduce the mover of all required is cold the space as think is not mad room for large duct runs. Reduits floor between moving wallst. Helps to discrease airlitow and discovery requirements.
Ostov filestparmfini	8/37/2018	2:01:50 PM	7/18/2018 10:34:55 AM	7/18/2018 6:12:30 PM	7/31/2018	A TOWNER BOARD AN		7/18/2018 1-(8)-(1 PN	M \$179V80 100/E1/2	7/13/2018 10:46:39 AM		7/16/2018 5945945 PM	7/78/2018 Sc(2):39 PM	$\overline{}$	/13/2018 12:21:32 PM	7/13/2016 12:19:52 PM	7/11/2018 1:40:04 PM	7/17/2018 12:00:49 PM	P
disaportis	B = Agreicarolana.rulz	-Agree carolana, ruiz	B-Agree Marto, Garcia	green carolann.ruiz	B = Agre cardann.ruiz	e puro Contra	BrAgree carolann.ruiz	gree canolina, ruiz	Anderson Garcou	B=Agree Mario.Garcia	C-Agrae enrolennautz	D-Co nd Alexandra.Thewda	D-De makleanndra. Thewes		B = Age ளளில	D=Do nd mafrey	Andyres retrouin	A-Agree JamesDietz	A-Agree entroum D-Do no lamin Dietz
Secure of Manuel Manuel		Coordinate with D3000 which indicates these elevators are provided at all levels.	Show Ped units politiments through the partiting Structure all lareals Bade	Show Ped safe pathways through the parising Structure all levels B=Agree		check elevator pit depit; doss not affact dismance for parking spaces as foot below	Conflicing ? Backet	How does this work? Budges	While there are containly factors to be considered with regard to weakle to tell the containing a counter-intuitive to met linve ment possessing a consess from grange to terminal as it this reveil—especially for a driver to tell remard the grange and parted act this reveil—expecially for a driver to tell remard the grange and parted act this level. Recommend prosideration of Oge, 2 in Appendix 3	Reed to be enclosed to keep out snow?	need to be enclosed to last out entury	The sibb on grade commod joint details inflocate that 1/2 of the hortcornal reinforcing is to remain confibusous across the joint. From the product of the	The stab on grade control (eart details instance that 1/3 of the beacontal rearfacting is to remain continuous across the jabia. Continuum any of the side helitotering across the control just well likely cross an undested restants against covered entimique and produce undesigned restants in surfect towards alminique and produce undesigned covering in the suba were from the joins.	to be founded on be founded on J settlement	Clarify if a fire berman separation and well be needed between the fooling and childer spaces, (15G)	What about puriting this type of equipment above tollers/rehalifets on D=Do the passenger ivestifying an overly the passenger ivestifying anomal tempor sequentially (Typical of both floor	orden of Imaly florer	liver or most their	6/25/2018 9355/05 PM Why redurnt floor? Majoritry of pas will be user, growing walke? Annie (6/25/2018 9355/05 PM) Why redurnt floor? Majoritry of pas will be user, growing walke? D-Do
TO E	7/3/2018 5:17:17 PM	6/28/2018 5:57:56 PM	7/3/2018 5:14:89 PM	7/3/2018 5:14:39 PM	7/3/2018 5:17:53 PM	6/27/2018 12:04:02 PM	7/3/2018 5:15:36 PM	7/3/2018 5:18:41 PM	NA 61;M:11 \$105/9/7	6/25/2018 3:13:31 PM	6/25/2018 313:31 PM P	M9 52-70:21 8206/75/9	H D D D D D D D D D D D D D D D D D D D	6/27/2018 12:01:31 PM h	6/29/2018 3:13:15 AM 16	5	7/3/2018 5:58:25 PM N	7/5/2018 5;58:26 PM	6/75/2018 3:55:05 PM W
Setschottone	dbrewer	18901	Brewer	dbrewer	dbrawer	10542	dbrewer	dhrawer	10681	Paul	Paul	OMG	CMG	CMG	Mrant	Paci	10681	10681	Paul
Sage Anadikim	29 AG-010 GARAGE LEVEL O PLOOR PLAN	29 AG-01D GARAGE LEVEL O FLOOR PLAN	29 AG-010 GARAGE LEVEL O FLOOR PLAN	29 AG-010 GARAGE LEVEL O FLOOR PLAN	29 AG-010 GARAGE LEVEL O FLOOR PLAN	29 AG-010 GARAGE LEVEL 0 FLOOR PLAN	29 AG-010 GARAGE LEVEL O FLOOR PLAN	29 AG 410 GARAGE LEVEL O FLOOR PLAN	23 AG-031 GARARE LEVIL, I FLOOR PLAN	35 AG-201 GARAGE ELEVATIONS	36 AG-201 GARAGE BEVATIONS	SOST-310 FOUNDATION DEFAILS	S9 SF-310 FOUNDATION DEFAUS	S3 9G-018 PARKING GARAGE FOUNDATION PLAN	50 M-100.00 MEC;44MCAL LEVEL 0 CENTRAL UTILTY 9 LANT K		62 M-103 DEPARTURE LEVEL MECHANICAL ZONING PLAN 12	61 M-103 DEPARTURE LEVEL MECHANICAL ZONING PLAN 11	SET MA 2003 DEPARTURE LEVEL MECHANNEAL ZONING PLAN (2)
Į.	Text Box	Text Box	Text Box	Text Box	Техт Воз	Callout	-pnop	Callous	Chicout	Cloud+	Cloud∻	Text Box	Text Box	Teart Box	Mote	Cloud+	Callout	Callout	Callout

A – Conneunt isostop

B – Agres; conneit t

CANeat more link or

REY TO COMMENT RESPONSES

A = Comment incorporated, See updated framings

B - Agway, comment to be addressed in mach and

C-Abead more life, from stakenishder or further discussion

D-Do not agrare (Petigip risajm member to provide rapskinstion)

	Acres (Completent	Shi Subrabilipate	Nimary	Gomman	Stellus (Responda:	Parto Grappondae	क्ष्याका	Possibility (Summanana Managamana)
	NEIG DHIMAC TEJEVERAJE EVOLENIE EN ILABVERA VAN PE		MG EX-MC-2 KMC/34C/2		A-Auree ratrouti	M4 65-72-1 BT0718 1-07-59 PM		There revisions will take place as drawings are recognised place as drawings are requirement are provideded. The control of the place
Cloud+	SI M-303 DEPARTURE LEVEL MECHANICAL ZONNIG PLAN	1.	6/25/2018 3: 20:53 PM		Ashgrey James Dietz	M4 71:20:51 B105/71/6	Thought would be to Include ke-adores for father penetrations along which possibly 30 sommling the floor for bursting the piping. The redain's felps with decreasing air flow and dustwork requirements.	की टांमणीहर राउ वेदां शास्त्रि
 			Md 95-14:38 1804/95/39		A-Agree rokown	M4174777	leadant floer will be located in butween the (2) people moverst located on each sele of the connector. This space has a Southern capocare, floor mainten will be very effector to offeret solar relation. Also, it will reduce the annual or agreement to cold the space as their as not much room for Lag abstrained to cold.	Comment does not require drawing change
Callour Allers	NO-1034 DEPARTURE LEVER MECHANICAL ZONING PLAN		Ma H- P-4-E Horning		A. Agrae James Dietz	//17/7018 12.0557 PM	The radiant system altows for decreased wiffow in this space. The areas for ductwork and diffusers is tight as is.	to changes to drawing:
Cloud+	63 M-100 MEZZANINE LEVEL MECHANICAI PLAN	Paul	6/25/2018 3.76:45 PM		AvAgree idrouin	7/13/2018 1.51.30 PM	Currently this option is not being jursued. Crares will be required to remove the units. Smaller components would be removed tongs a service elevator.	Mary Comment does not require desents change for the
Chards	SEE MAIND MEZZANINE IIVEL MEZHANICAL PLAN	Ined	6/25/7018 4-28:45 PM		A-Agren James Dietz	7/17/2018 12:04:53 PM		Refer to panned iliging parts Strawn on everynted address of by Agrica parts connect to address replace parts connect to The extensor years The Triangle of th
Cloud+	66 M-202 ARRIVAIS LEVEL MECHANICAL PIPING PLAN	dbrewer		rabers	B-Agrae rdrouth	7/13/2018 1:53:30 PM	Agreed, thw and hw service entrance point is still buing coordinated, it will enter the building where it is easily accessible for maintenance.	Communit does not require dipwing change This
ę in	SIGLIJAS GENTWIEB SECTION	- U	Y/3/2018 5-24-54 PM	Raturn for will be seen a dourt distance awayLive of sight fostus Large dust will limit the fleebbility of the houre modifications of the corocourse level Fron design Suggest rethinding this solution.	B-Agree infrautin	M/13/2025 8E0240 PM	This is conveyt design, ruturn alf duct supert ratos will be conveyed design, ruturn alf duct supert right. It can stop flust with the top of the conveysalen or talled back, flust, with the top of the conveysalen or talled back. Safet will be becared to allow as munt fleabfling up possible of the holdrooms and convexions. A modification to the convexure level that would require the relocation of the methan air shaft?	Concept idealgn has bean revised with the lowering of the roof height. Section on M. 252 has been revised.
				Return Air will be seen a short distance away Line of sight roues				
Cloud◆	67 M-252 ENIANCED SECTIONS	dbrewer	7/a/2018 5:34:54 PM	Large duct will limit the flaushitry of the huture modifications of the roncourse level. Poor design suggest rethriking this solution.	BrAgnice James Dietz	7/17/2016 11:36:51 AM	Conceptual layou. Valid ensure that return an sin't wenn For the fitture, if moving the concessions, several MAP terms resect to change and will require some returnation of MFP systems.	
Calleut	67 IN 25.2 ENLANGED SELTITANS	3	M4 \$000E \$ 3100/57/9	have do you take large equipment out of the balding? When the ANU receds to be fully proble to Joseps. Jow will write be constituted -u hobe out to the elder of the balding or will it be out down into hand coming pieces? Similarity for Tepalishton of the new ANI!	8=Agree rdroum	7/13/2018 2:04:46 PM	Units some in smaller sections that will be taken out the MER thru an arrenwy as presented to KLAD on BZD,	Highing path has been hidhothed for all mechanical nears. See M-400 series dwyp.
1	METAL SECTIONS	ī.	NG NU DR-E ROUGHEST	How /to you take large equipment out of the building? When the Alli) needs to be fully rebuilt in 20 years how will work be conducted: a make large may be conducted: a conducted of the buildings or will be accurated such and hand hand hand the test of the supplication of the new Alli.	B-Auree James James	7/17/2018 11:40:24 AM	Options for reasonal of equipment are being incorporated Conceptual layout of system. Removal of equipment is in t. an lissue with demailiar in 20 years (possible end of life-sycle). At flast steep, bringing in now equipment is the constem.	
	VIOLENCE CREATION OF A STATE OF A	Į	M9 90-96: 81:00/50/9	based on where the plan view suggested this si dozes this duct interact with the corridor?	8:Agreen ratiousin	M9 35:20:5 800/E1//	Agreed, ducts wern shown as such for clarify, Ducts will be forake side-by-dide, tight to the ceiling to allow suffittent clearanch to chrolinke underseath them.	These revisions will take place as drawings are refined during new phases and at the coordination requirements ware provided. Section on M-257 has also been revised.
-good	67 IA-252 ENLARGED SECTIONS	The A	6/25/2018 3:34:06 PM	based on where the plan view suggested this se sloes this duct interact with the corridor?	B⇒Agree JamesDietz	7/17/2018 11:38:17 AM	conceptual section. Coordination with final corridor and heights still required. There are options to malitrain ceiling heights Will be vetted as design progresses.	
Note	68 M-253 PHIARGED SECTIONS	Grant	6/29/2018 3:25:15 AM	Charify the AHU's will have rack for gos phosa filtration system to filter by exhart from outside of intakes. (DSG)	9-Agree mattey	7/13/2018 1:34:04 PN	Design teem will investigate filtration requirements.	7 E. C.
Note	GB IM-253 ENLARGED SECTIONS	JGrant	6/29/2018 3:25:15 AM		B-Agree rdrown	7/13/7018 2:10:41 PM	Currently, phyto catalytic filtration is the bests of design	Comment does not require drawing change
Cloud+	GB M-259 FHLARGED SECTIONS	ährawer	7/3/2018 5:36:26 PM	This is in careflet with the buggage classings worth	B=Agree rdrouin	M9 10:10:2 8000/11/1	This is diagrammentic for this concept issue. Durts will not cross where the buggage drops are. Ducts connecting to the supply pictrum are small in side and there will be many of thuse.	These revisions will take place as drawings are refined during most places and as the econfination requirements are provided. The

REV TO COMMINE RESPONSES

A Comment hospicated, se updated Chravings
B = Agree; comment to be addressed in revir phases
C-Meed more info. from statesholder of further allocation
D-to next agree (Design team metalper to provide most instinction)

CLARK WEITZ CARKSON
Responses to Stateholders Comments on Updated Drawings Document Issued with Concept Design Package
Prepared July 27, 2018 (Rev. 10/25/10)

	1																	
Descript With mineral transmitters		Sections have been revised to remove height That						Comment does not require drawns chanse		Commont drag took beam to a record a shoot a		Comment dates not require of zwind changes	hintlon	MI TOTAL TOT	See more precise ductions locations on the civil	dee update directing note that the demokings and update at a specialist note that the properties of the runs, electrical show it schemaptally.	Beer revised buriletes on E-302.	Power, Person, and populations.
lis		I, ducts were shown as such for clarify. Ducts will be focuse reide, light to the calling to allow sufficient clearance to sunder neath them.	Coordination. This is just	The design team has evaluated this option during design development. This was not selected for the following reasons:	 Access to these spaces was difficult and more exemped than the MENS benefor on the lower level. Additionally, additional duct work would be required to go between the selecated and lower level MENS. 	2. Raising the height of the roof structure is not possible due to FAA tower line of althe	 There is not enough space above these spaces to completely eliminate MER's on the lower level 	e is not sufficient room to bove the concessions,	E t	dant Roor	the Pess adant systems pelpment in this in BHS and space	CHVC request this KCAD provide laput on the importance of incorporating this land the date design. Net 7/31 amending, this will not be implemented.	The Agreed, ducts were shown as such for clarity. Ducts will be locate jerili and the byeads, will be locate jerili and the byeads, with to the calling to allow sufficient classrance to prompt of chicking to action much them.	in to show generally where it was going	Drawing shown for	Ometic purposes - the ide civil drawings	the ramp nce the an to KCAD reached a	The design currently has proudedons for grease tage interceations being located in four areas eachder of the building. The design build feath is working to desirify granted trap operations with KLAB in early activate to desirify granted trap operations with KLAB (Response. A
Date Bespender	15 AM		-			14 66	M 552151 9702/51/2	M 95-00-2 Stock Et/2	4 4 8 9 M9 T0:70:40:41 82:07/17/7	2/13/2018 14:01-4	-) 	7/13/2038 25/21/2 PM	-			II II II II II II II II II II II II II	d d M 82,920,030,000,000,000,000,000,000,000,000,0
Stelling Electronius	B=Agree JamesDletz	B=Agram rdrouin	Ballgree James Dietz				D≕Do nomatrey	D=Do nardroym	0=De ng Jamestöletz	nboun	AmesDietz	D-Do no enafrey	n including	B=Agree/lames/Dietz	8-Agree Jamus Dietz	BeAgree empelmen	An-Agreea mafrey	inafrey A-Rane Iniro
Parament	This is an conflict with the baggage chamings North	Mow do these ducts through the carridar?					is there an option that can stick the medienical rooms on the objections level?	is there an option timit can slick the mechanical rooms on the departural fever?	is there an option that can stick the mechanical rooms on the Despute in the Desp	Weed to discuss the philosophy of realizer floor hasting. I get this on the concourses and headthouse because of time spent. This part of the building is meady a transiting location, and a devel location.	Relat of struck the public polyty of refillent thoor healting. I gas this on the concurrer and healthcase because of when spear. This part of the building is movity a transfelt of location, and a fivelil business.	Sheet N-2534-Saugnet configuring selpoint rivings in the Commettor at least a few diagrams below and above what's sail in the other paint of the barmoul. This problem is no apportunity for traveleist, althorit elitebrates, althority and the same and other scales, and applications that all the same from Martel Line (\$700/2018 1007)-15 AM one and of the commetter to the other.	Domlist? 6		One this line be held tighter to the building to use the least number of airtheir rated manifoles as possible?	Can this line be hald bighter to the building to use the least number of Bankhild crited methods as possible?	Piet this generation on the ramp	Chamify grassa intereseptors will be extendent to the building small be market (4502,000 to the grass of the property or the construction to control to construct (4502,000 to the construction to construct or the redesented by version; 1,500).
	7/3/2018 5:36:26 PM	6/25/2008 8:00:27 PM	6/25/2008 4:00:27 PM				6/25/2028 4:02:15 PM d	6/25/2008 4:02:13 P.M. dd	6/25/2018 4:02:15 PM d	M ## ## ## ## ## ## ## ## ## ## ## ## ##	M 6/25/2008 3-48:16 PM	# # # # # # # # # # # # # # # # # # #	7/2/2008 5:37:56 PM	7/3/2018 5:37:56 PM	G/25/2018 4:05:05 PM al	6/25/2018 4:05:05 PM al	F/25/2018 3:51:40 PM PR	C 5/29/2008 3:10:46 AM Is
Midselboldhiller	dibrewer	Paul	Paul				Paul	Paul	Paul	Paul	Paul	Marcel. Ha	derewer	dbrewer	Paul	Peul	Paul	JGrant
व्यक्ति स्टाप्ति	68 M-253 ENLANGED SECTIONS	60 M-253 ENJANGED SECTIONS	68 M-253 EMAMGED SECTIONS				60 M-253 ENLANGED SECTIONS	IRB M-253 ENLANGED SECTIONS	66 M-253 ENLANGED SECTIONS	69 IM-253A ENLANSED SECTIONS (OPTION)	69 M-ZSSA, ENLANGED SECTIONS (OPTION)	69 M-233A BIVANIZED SECTIONS (OFTICOR)	69 M4-353A EVILANGED EECTIONS (OPTIONS)	69 M-253A ENLABSED SECTIONS (OPTIDM)	BD E-101 ELECTRICAL WORMAL DISTRIBUTION SITE PLAN	BO E-101 ELECTRICAL NORMAL DISTRIBUTION SITE PLAN	A. C-201 ELECTWICK, GENERATOR DGTRIBUTION STEEPLAN	ISS P-152A ARRIVANS LEVE: DRAINAGE PLAN
199	Cloud+	Claud+	Cloud+				Text Box	Thert Box	Text Box	+pnoD	-pnq-	Callout	+pnap	Chud+	doud+	Cloud+	Cloud+	Note

							Borrows	්යන් ලෝකයා නැත්තම දැන්වල ප්රතිරේඛය ලෝකයා අතර ලෝකයා වැන්න වන සිට
	There Sheetshire is the water and cac silbery beans	Statischouth Date	MA 62-EG-E BLOCA	Genundati [Per Sheet P-603, roof rainwater harveston will be used to flush tolkets? [C	D=Do rici	SORO LEGIS DESIGNA		ļ.
MOTH	CONTRACTOR OF THE WATER AND THE WATER AND THE STATE OF TH				марам	7/13/2018 1:27:52 PM	Per the notes on the drawings, this was provided as an additional program considerations for sustainability purposes. KCAD has	
					JamesDietz	7/17/2018 11:57:22 AM	since clarified that they do not desire to incorporate this portion of the rain water harvesting.	
							This has been changed and will be refinited in next phase. Reinwater will be used for Irrigation and street electren.	
							the state of the s	THE PROPERTY BOARD
					e lu	7/11/2018 3:73:13 PM	AS Chichastin, I. Wil depart on sustainmently declared in.	יינו אייני ווייני ני ווייניייייייי
,				•			The untent is not to capture rain water from the garage, but	
Note	94 PH. JDT, SARAGE BASENENT LEVEL PUIMBING PLAN	JGramk	6/29/2018 3:07:48 AM	May not be wee to capture rain water from parting garage roof due to heavy metals, oils and brake duct. (196)	A-Agree mafrey	7/13/2018 1-30:29 PM	parlang	May #PG-101, UCD 02030, D.1.a
- Periods	SA-401 HRE ALARM, OVERALL PLAN, I PVEL D ARRIVALS		1	How much partition here? What size of vehicle can set back here?	8-Agree spencharts	MY 22:82:x 8102/27/	$\overline{}$	Refer to AT-01D for revised food layout for life trucks and service vehicles.
Claret	FRADI PRE ALARM, OVERALL PLAN, LEVEL D'ARRIVAIS			How much parking here? What size of vehicle can get back fram?	B-Agree nafrey	MY /2018 4:27:59 PM	The design team is in the process of confirming the location and access with the fire marshal.	Refer to AT-010 for revised road layout for fire trucks and sewnen whickes
								File Alam zoning plans. Security devices are that converse to reference receives the converse to reference receives the CI-AUIX series converse to extense to CI-AUIX series drewings for its converse to the converse plans. While the FA
Two Box	FA-407 THE ALARM, COFRALL PLAM, I FVFR 1 58 OFF ARTHES LEVEL	dbrewer	7/3/2018 5:40:45 PM	Coordinate EA and Security You've to be the some Coordinate the security PA doors for similar functions	e-Agg ee-spencer, haar b	MT 14:25.5 \$101/11/1	Agree that security camera cafters will be aligned to specific to security controllers best on where the first alianm his been riggered. Security infrastructural/satisfing is field to the takeom zone, which may or gray not be aligned with the first aliam zones.	and security some are coordinated through overlapping convey, they are not exactly the same expectaging coverships the state that so the context are different for each system. TM
								Refer to FAG-400 and FAT-400 series drawings for Five Alam zoning plans. Security devices are tred
								to Telecom across so they use LAM cabing to to Telecom across so they use LAM cabing to to Telecom across so they use LAM cabing to to Telecom across to the telecom to the telecom across reports to March the Exp
				Coordinate FA and Security Zones to be the same				or and Security for the part when yet in the view of the many Security of the part of the
Yant Box	FA-402 FIRE AIARM, OVERALL PLAN LEVEL II	Spirate	W4/2018 5:40:45 PM		B-Agree mafrey	7/11/72018 4:28:45 PM	Security and fire alarm zones will be coordinated as the design progresses	given that the governing rules that set the zones are different for each system
1	441 C AND CARDON I AND MAIN CITE LAWNIT DI AN	1		How would Alb requirements not be present for this lower priced reading sending?	A = Comment Incorporated.	8/3/2018	Will be addressed in most phase	ADA parking added to surface parking fors - C-003_ NK
10000	AAS (1904 OVERVIEW DANS) HE SALOOT 19101	1	MO 3C-TC-B with C-1/2	Show the existing airfield lighting ofrcuits and clerify if the plan is to protect these creaks in place or refocute them, i.e. Mills "AP-2, 3 & 4 and AC-3 & A & Hists."	Br. Agrines By A. E.	7/13/2018 4:92:31 PM	duplicate note for plotting	ifta, was an untermal nothe for Landside Engineer
lew pox		1	and from all p. 620,000 DM	-	B-vlgreet haulb	7/13/2018 4:14:59 PM	Revised plan will separate	See revised I andskie Utlifty pars - separation
The second		2	Total Invalid (A) 1/2018 9:09:06 AM	Many of the utility sheets seem to be missible the sheet totalion batch	A - Comment Incorporated	8/3/2018	Will be addressed to next phase	Sheest location hot, has here or will be updated from lemplan with verying, final sssance—aid sheets. harbites
Checker	ASS CAME VATINGE, VILLET MATOR TO NO.	Į.	MA 10-02-12-03	Where are the Jac Foal Innes. I Show where the estaing Jan Foel Lines. (A, B, CDRE) are located in the street from the Foel Fam. Lines A, B B, Core 18th, The DA, B M, Core 18th, The DA, B M, Core 18th, The DA, B M, The DA, The DA	Bu-Aktrey basilis	7/13/2018 4-20:38 PM	Jee Fael routing will be shown in SD plans	Plene did not proceed to SD level, let Fuel not sideosed to SD level, let Fuel not sideosed to Landside drewings, see Alraide. Witt
and the state of t	143 C-199 OVERALL UTILITY LAYOUT PLAN	A Paris	6/29/2018 2:39:22 AM		B-Agree brells	7/13/2018 4:24:14 PM	Lighting circuits will not show clearly on this sheet, they will be reflected on Electrical or Lighting sheets in SD	Please dad not proceed to 50 level, see alrside drawings for alroide lighting acapes.
			and thought for the form to the first		Budderee beelk	7/13/2018 4:18:38 PM	Revised plan wil separate	Sve revised Landside Unity plans - Separation requirements have bann coordbashed with infiltat. MK
Checker can	1	all all	M48077.48.102.127	Where are the Jet Fuel fines? Show where the eartifring Ja (A. B., C.) Bible Jet elecated in the street from the Fuel Ferr C are 15°, fines D as 16° and line E is 14° How do you plan JF lines to are 304° [KG].		7/13/2018 4:32:19 PM		This was an unternal pode for Landadé étagithéer
Note	133 C-199 CWERALL URITTY LAYOUT PLAN	Jump	4/19/7018 7:24:16 AM	What is the age of the redating CW lines? Has a condition been dreen on the emails lines? Same quastion for the Waber Main? Pered to mitigate the purchased in for the Waber Main? Pered to mitigate the purchasis place failure regarding the existing lines. (SSQ)	D=Do no trsells	M13/2018 4:24:27	Contractor will need to discuss assessment with KCAD. Per 7/31 needing, no assessment is required.	No changes to fraulings
Checkel Tent	or 135 C. 203 PLAN & PROFILE WATER MAIN RELOCATION	Ted Inte	M9 65/028 4:07:33 PM	Sunfrary sheets are only odfay sheets with a lagand. Consider adding. Ted Intails 5/21/2018 4:07:33 PM [legend to other unlay sheets, (typ)]	8-4gree beats	7/13/2018 4:24:50 PM	Standard Legand will be added to all sheets	SAM TEMES OF LEADERS NK
Box Location: S.	185				Page 166 of 169	6		et jou 11 cg/VM

CLARK WEITZ CLAIRCEN
Responses to Stakeholders Comments on Updated Drawings Document Issued with Concept Design Package
Prepared July 27, 2018 (few. 1973/518)

Partyring of Denision in now (new manual by		REPRING (220 NIC	en de constitución de constitu	See involved C-216 Int Maring. NR		Garnere besennent has been of irrinated.							Sea revited C-221 NK Sea revited C-230 NK		See revised C-243 NK	Sim revised C-245, 246 NK	Sam revised C-245, 246 NK	246	See revised C-250 NR	product (-35)		and place	Sea revised C-500	See Invited C-500 NK		Plans remain Concept-lavel. NX Sea revised C-S70	See revised C-510 NK	Plate remain Concept-lavel. NK	ACION-101
	is likely referring to public street in the right-of-way- -if cover is achievable, profile will be adjusted by	w direction changes graiter than 90-degrees are not ess dirumstances direate otherwee	reflected in SD	Will be rawised		Our interpretation of their pade is that not all points on a building meet to be serviceable, early the building flaurif. It is littley inframeble to lover the line enough to derve that basement absorber at all locations along the footprint. (so		custon for Impacts - typically flow direction is 90-dagses are not allowed unless to otherwise	Plans will be revised	er conflicting utility couning this drop - will har but discision will be reflected in 30 plans	-		Paras will be revered Plars will be verified as reeded. So		or weaffled			Plans will be nyted		GSs msin connection details are beinz worken thinsiel with Snim See review (-250	Likely a specing faster but plan will be reviewed for potential efficienties and correct specims.	These bent geometries ware in concept phase - will be raffined in SD plans	be revised	I rees being geometries were in contept phase - will be refined in Sec plans Stoplans	to were in concept phase - will be refined in	Sto penns (Landskin / Akrakke fence / wall - plan will be clarified Sec		Plans will be refined Plans will be revised 6 and	next plase
MAN Bernambal	7/13/2018 4/29/15 PM	7/13/2018 #26-27 PM	M4 7275.4 8102/E1/7	7/13/2018 4:39:38 PM		7/13/2018 4:31-23 PM	7/13/2018 #38:54 PM	7/13/2018 4:34:32 PM	7/13/2018 4:37;19 PM	7/13/2018 438:41 PM	7/13/2018 4:37:41 PM	7/13/2018 4:36:55 PM	7/13/2018 4:35:05 PM 7/13/2018 4:38:15 PM	M9 043849 8105/E1/7	7/11/2018 4:39:07 PM	// 13/2018 4(35)(27 PM	7/13/2018 4:40:17 PM	7/13/2018 4:39:51 PM	7/13/2018 4:42:01 PM	7/13/2018 4:4157 PM	7/13/2018 4:18/28 PM	7/13/2018 4:43:07 PM	7/13/2018 4:43:33 PM	7/13/2018 448:02 PM	Total designation of the Particular Particul	7/13/2018 45/G:57 PM	7/13/2018 44/5:07 PM	7/13/2018 4:44158 PM	7/13/2018 2:24:26 PM
Street Street,		9Do no baells	A bsels	Be Agree brails		D=Do nqbsells	B-Agree bsels	A bsels	8-Agree beatls	A beats	B = Agre bsells	B=Agree bsels		B-Agree basels			Bells			B-Agreelis	A = Corribaelis		B=Agree Isalis	8-Agroe basils		BacAgroet Incells		Be-Agree beals Bu-Agree beals	nson
the content	APWA 5510 Design Criteria states in 5505.1, C. J. "Not less than six (6) feet of cover shall be provided over the top of the pipe in street and miley rights-of-way." Cover a popalars to be 5' here to parements surface.	Direction of ecoloding flow appears to be flow southwant to northwest here. If they, the ample of this then work worst because it would be designed the direction of flow well ower 30 degrees. Namely to be 90 degrees or less.	Consider ductile from pipe and or rasing pipe in areas that will be difficult to access for future maintanause and repairs (e.g. under pavement, deep installations, etc.) (typs)	Adjust pavernent menistra iffratyle. Difficult to tail the difference. Deforest of ving lane and apron.	APWA \$500 states in 5505.1, C. 1. "Sentany sewers shall be located deep enough to serve existing busenments, proposed basenments, or the first floor of buildings with no basenments."	Gerage barament floor is nr 578,7. South half of this line is above that elementon. Does the proposed smilary line need to be lowered to reset the criteria?	Show existing RGB is plan and profile		Concept storm layout based on assumption that existing RCB's under terminal shall remain in place.	Would be better flow characteristics if able to drop upstream incoming flowing or find enother way to bring flowings in this structure closer together.	Consider adding a note describing this assumption in some regard	Ted Ingalls 6/21/2018 5:31:22 PM Show other incoming pipes and RCB and butgeing RCP in this profile	Augie of proposal pipe into box s opposal to flow direction. Needs to Tox direction. Needs to Tox Insulate of 21,202.8 AM fee perpendicative rangled in same diseason as flow in RCB. Tox Ingalis (5/21/2018 9.42.50.9 PM). Ensure designed depth meets millimem depth requirement.			g duct bank north of this location to	ion do not seem to agree with	proposed out own me work on all state become layour. This shade of yellow is difficult to see and read (typ.)		Ample of this connection between the proposed main and the avisting their continuing southeasten't is greater than 90 degrees. May need to adjust connections to achieve 90 degrees or less.	Why the difference in specing of the light flutures?	riffy required horizontal characters from columns to scadusey balow- age	n	chack geometry to TR column, footings and crash barrier	For college, Continue and security barreless	MI (CEL 3	span lengths? verify cherances for columns, footbres, crash barrier and roadway		APPEN JAMES AND
	Ted ingalis 6/21/2018 10-31:38 AM	Ted Ingalls 5/22/2018 10:14:33 AM	Ted Ingalls 6/21/2008 9:54:29 PM	Æ		Ted ingals 6/21/2018 10:40-28 AM	Ted Jugalis 6/21/2018 4:44:07 PNR	Ted Ingelis 6/22/23018 10-15-03 AM	Ted ingals 6/21/2008 5:31:16 PM '1	Ted ingalis 6/23/2018 9:35:53 AM	Ted Ingalb 6/21/2018 5:32:13 PM	IIIB 6/21/2018 5:31:22 PM S	red ingally 6/21/2018 9:31:39 AM E	IIIs 6/21/2018 4:32:18 PM	Ted (Tigally by Lay Land Article 1997) The formula of the control	and country and a second		Ted ingalis 6/21/2018 5:33:21 PM		n n ned ingalis 6/27/22018 11:33:11 AM	6/25/2018 4:33:12 PM V	6/26/2018 3:56:41 PM	6/26/2018 3-57:32 PM	6/26/2018 4:02:19 PM 8/26/2018 4:00:01 PM	6/26/2018 a-02-as an	6/26/2018 3:58:11 PM	6/26/2018 4:00:07 PM	6/26/2018 4:01:59 PM 6/28/2018 4:05:10 PM	6/21/2018 12:07:02 PM
Selbabathman							YILE-2 Ted lyga						69			Г		Ted Ingai	Ted Ingn	Teed Ingal	Paul	figragory	Mingory	SECTION OF	Albimata	tgregory	tgregory.	TEMPORY	REA.1 Mate Wa
Nage Stoot Name	Checker 136 C-210 SANITARY SERVER RELOCATION PLAN & PROFILE-1	Checker 136 C-210 SANITARY SENVER RELOCATION PLAN & PRIOFILE-1	Checker 136 C-210 SANITARY SEWER HELOCATION PLAN & PROFILE-1	Checker Cally 136 C-219 SANITARY SEWER RELOCATION FLAN & PROFILE-1		Cherket Text 136 C-210 SAMTANY SEWER RELOCATION PLAN & PROFILE-1.	Checker Callo 137 C-211 SANITARY SEWER RELOCATION PLAN & PROFILE-2	Chacker 338 C-220 PLAN & PROFILE STORM SEWER FR. OCATIONS	Checker Text 139 C-221 PLAN & PROFILE STORM SEWER RELOCATIONS	Checker 139 C-221 PLAN & PROFILE STORM SEWER RELOCATIONS	Checker 139 C-221 PLAN & PROFILE STORM SEWER RELOCATIONS	Checker 139 C-221 PLAN & PROFILE STORM SEWER RELDCATIONS	Checker 139 C-221 PLAN R PROFILE STORM SEWER RELOCATIONS Chocker 240 C-230 PLAN & PROFILE CHILLED WATER LOCATIONS	Chacker Left 142 C-240 PLAN & PROFILE FIBER LINE A RELOCATIONS Chacker 143 C-247 FIBER INFORMATION DETAILS	\vdash	<u> </u>	<u> </u>	Text.		Checker 347 C-250 PLAN & PROPILE SPIRE GAS RELOCATIONS	Cellout 155 C-458 PARTIAL SITE LIGHTING PLAN - AREA C	157	Cloud+ 157 C-500 MORTH RAMP TSEL PLAN AND PROFILE	Callout 157 C-500 NORTH RAMP TS&L PLAN AND PROFILE Teek Box 157 C-500 NORTH RAMP TS&L PLAN AND PROFILE	Callout 157 C-500 NORTH RAMP TS&L PLAN AND PROFILE	Н	Text Box 158 C-510 SOUTH RAMP TS&L PLAN AND PROFILE	Coud+ 159 C-530 SOUTH RAMP TS&L PLAN AND PROPILE Coud+ 180 (C-510 MSE WALL TYPICAL SECTIONS	CATIOUR 166 ACEY-101 ATRINELD CIVIL EXISTING CONDITIONS AREA 1

Charker

Worldenstein of applyte Gentremann State (Provide Wentlevill State Coloments of State) C-199(overall landside), C250, C251, ACAS-004 (overall airside), and ACNG-200 AOA fence has been adjusted See ACT-001. Access Gate has been provided, See ACF-U01 NK NK Kefer to F 101 m the Yes-NK M ¥ ¥ ž M ¥¥ ¥ ž,ž ¥ ¥ A - Sau A 135 anner for updaned ihrete Bs. Unit denne bs accombly strewn in landsdete sheets, to comment will most likely remain. Uttimately it, will be in them. A - this line is feeding the ARFF station, not the termined -wall specs can be drafted to include owner extrad finish A - Sen ACNG senes for updated line location A - removed B - wall update This would be covered by landside sheets Ist fortion plan - see sheet ACKN4-LDD and ACKN4-LDD Prescripted Genger, secretario de capacidado seu handerson's sheets for updates update per TSA requirements A - see ACW series for updates
A - see ACW series for updates
A - see ACW series for updates
A - see ACW series for updates t - See ACAE series for update t - See ACAP series for update coordination still required - See ACAE scries for update - See ACAE series for update coordination still required ware ACF serves for update See ACAM series for will be addressed See ACNG swries - Will evaluate - will update Giycol distribution and storage will be relocated to Term Capron. Delong strategy is being reviewed: find plan will be incorporated. prevenent limits and VSR location will be modified during 5D intake. fence and gate will be requised to separate VSR on straids rein Begota Cr. landside sheets only refer to KCPBL duct banks. this sheet only refers to the FAA and KCAD duct banks Dassed on will coordinate to make sure all airside and landside plan sheets C-Meed more info. from stakeholder or further discussion D-Do not agree (Design beam member to provide explanation) 7/13/2019 3:23:22 PM Currently evoluating hors and vert of all utitims along Sogora 7/13/2019 3:25:13 PM Instrumently in colimits of 7/13/2019 3:26:24 PM Instrumently in colimits of 7/13/2019 3:26:24 PM Instrumently in colimits of the need for casing pipes. This comment referenced 7) a/2018 3:31.14 PM will add in heat phase from clue do not intercept the FAA and KI-AU (7) a/3018 3:315.10 PM doket bunks Will update when LAD files are provided by HNTR. To address properly for 50% SD, CAD files are required by 1/30/18 allimments are shown and consistent between landside and Will show these to be detrio. Landside plans show NG lines verving terminal proposed pavament alignment shown, will be updated by new loration and marking will be shown in naurking plans match
Will countinate that all existing and proposed duct bank This line is to feed the ARFF station, not the terminal Comment brosporated. See updated Drawings
 Agree; comment to be addressed in read phase. ICY TO COMMENT RESPONSES Wall space can be drafted as upcoming phase 7/13/2018 2:41:37 PM will be addressed in next phase 7/13/2018 9:17:22 AM Road base Tie will be updated as received A-Agree; comment incorporated. See updated Issue, set by RKRobinson on 7/13/2018 at 3-44:39 PM 7/13/2018 2-27-62. PM Coordination required with landelde 8/3/2016 Will be addressed in next phase See landside sheets for NG fine feed Will update per TSA requirements 7/13/2018 3:23-57 PM existing to be removed BIST/2018 PM be addressed in next phase 7/13/2018 3:25-56 PM (vill update line style in next phase 7/13/2018 3:25-56 PM (vill update line style in next phase Will be addressed in next phase Will he adjusted in next phase M9 30:75:E 8102/E1/1 7/13/2018 3:33:44 PM 1/13/7018 10:20:04 AM 7/13/2018 3:43:50 PM //13/2018 3:35:04 PM 7/13/2018 3:40:23 PM 7/13/2018 1:42:32 PM /13/2018 3:44:29 PM 7/13/2018 3:47:13 PM 7/13/2018 3:19:54 PM //13/2018 3:13:37 PM 7/13/2018 2-26:01 PM 1/1.y/2018 3:19:00 PM 7/13/2018 3:20:59 PM 7/13/2018 3:28:54 PM 7/13/2018 3:37:42 PM 8/3/2018) = Agre RKRobinson) = Conjument incorporated A = Comment incorporated
B=Agree RKRobinson
B=Agree RKRobinson 3 = Comment Incorporated Agree RICRobinson B=Agree RkRobinson A=Agree RKRobinson B=Agree RKRobinson B=Agree RKRobinson PAgner FICRohnson 4-Agree RKRobinson **TKRobinson** B. Agree RKRubinson -Agree RiGoblisan 8::Agree RKRobinson 8::Agree RKRobinson RKHobinson B=Agree RKRobinson A = Com Richabinson 3=Do no RKRobinson 8-Agree RKRobinson - Com/RKRobinon Matt Wald 6/11/2018 12:45:06 PM (the Acritor total of levelid believe that these would meet to be designed in the service road I would believe that these would meet to be designed and combancied to the service road systal weetens for the world of the field of of the fielding whetles.

When much fine gives to be believe a sile we spend wall. What is the extensor wall what is the extensor that is the extensor of this we have a sile we spend wall. What is the extensor wall was a fine to the wealth of the service o Ted Ingalis 6/27/2008 2:40:53 PM Are new that banks to be connected to new CUP?
Adrifield signage to be installed for tadlanes? And from spron to TWY BJ Why route gas line way out on airside? The majority of gas will be metaded sit the bight room. Consider mindig vice of the road, [954] is there room to get under or airsund gaand sinek and gate? If rost, show replacement in fancing plan and wherever else its supropriate for What is the actual provision of gas lites to the forminal building? I assume these are all to be demoished-can see the new gusline to the fire station, but curt seem to find the new lines serving the terminal. are provided from INTIB Proposed sandary line work does not mot hi lifestyla ahown in legend Most of it as the same ilfretyle as earthus, (typ) piace, Also Ted ingals 6/22/2018 9-51-52 AM Sheets 1-720 and 1223 do not show edisting sturn demolition limits Ted ingals 6/25/7018 10:01:42 AM Storm? (typ) Note geometry of faxtway 8 will need to be updated when CAD files Does not appear that the removal of the taxtway edge lights in this Ted Ingalis 6/27/2018 2:11:29 PM Electrical utility plan sheets show this pordon of existing to remain. Fred Ingals | \$476,2018 15.43.58 AM | Rive gund shurt.
Fred Ingals | \$6,50018 10.23.13.AM | National chains clouds indicate? | \$799,00018 2.27.13.2 AM | Industry chairs for altoport inseasorement & varification.
| \$7.99,00018 2.27.73.2 AM | Industry chair meters for altoport inseasorement & varification.
| \$6,79,00018 2.27.73.2 AM | Industry chair meters for altoport inseasorement & varification.
| \$6,700 0.00018 2.2.00018 Ted Ingail 6/27/2018 2-48.59 PM Doces the convect to proposed FAA not KCHO duct banks?

Landsdap pins show this sedim of that bank to benah in place. A

Landsdap pins a fow this sedim of that bank to benap in a proper to be forwn accurately, as compared to landsdap

Ted Ingals 6/77/2018 2::95.19 FM descripcial plan sheets. brelade a NG meter for alroot management & verification. (196) stion needs to be re Matt Wals (\$72,723.8 12-47:58 PM) area ure captured in the electrical demo plans.

Tool inguils (\$72,723.8 12,465.51 PM) Show new intersection configuration for traffic by/out of gate.

Are these shouldeen not going to be reconstructed if they are it. May need new gate if intersection configurates parallel east legs. Would need new pavement, striping, etc. Verify with Plans . not located correctly Show existing duct bank along Brasilla Ted Ingals (6/26/2018 10:20-11 AM Cantwoy (0pp)
Ted Ingals (6/26/2018 10:20-21 AM Unanshe decort transch legend (1yp)
Ted Ingals (6/26/2018 10:20-21 AM Unanshe decort transch legend (1yp)
Ted Ingals (6/26/2018 10:20-21 AM Unanshe decort transch legend (1yp)
That Ingals (6/26/2018 10:20-20-38 AM Unanshe decent transch legend (1yp) Ted Ingalls 5/27/2018 2.48:02 PM Did not find. Provide sheet numbers Responses to Stalkeholders Comments on Updated Drawings Document Issued with Concept Design Parkage (SA Security Issues Mart Wals 6/21/2018 12:15:18 PM D7 typ, all Ted trigalls 5/25/2018 12:02:14 PM Ted Ingalls 6/26/2018 12:00:02 PW 7/3/2018 5:45:13 PM Matt Wah 6/21/2018 12:09:00 PM Ted Ingalls 6/22/2018 9:01-07 AM 6/25/2018 5:34:42 PM 6/79/2018 3:14, 19 AM 6/39/2018 3:06:06 AM Ted ingalls 6/27/2018 2:36:34 PM Ted Ingalls 6/27/2018 2:11:38 PM 7/3/2018 5:45:50 PM IGnant 239 ARLYS 1-4
AGAEGOS UPERALL AIRHELD ELECTRICAL LAYDUT PLAN 229 ARRES 2-8
AGAE ODS OFFRALL AIRHELD ETECTRICAL LAYDUT PLAN -239 AREAS 1-9 ACAE-001 OVERALL AIRHELD ELECTRICAL LAYOUT PLAN -227 AREAS 1 THRU 9
ACLE-206 SITE POWER COMM & APRON LISHTING PLAN 234 AREA 6 ACLE-206 SITE POWER, COMM & APRON 1/GHTING PIAN 234 AREA 6 239 AREAS 1-9 ACAE-DOZ OVERALL AIRPIGID ELECTRITAL LAYOUT PLAN-ACAE-DOLOVERALI AIRTRED ELECTRICAI LAVDITI MAN-239 AREAS 1.9 ACAE-OO! OVERALL ABHELD RECTRICAL LAYOUT PLAN-ACAP-ZOD FTAINING WALL LAK AND PROFILF 1 - TA 10+00 165 ACFY-IOL AIRFIELD CIVIL EXISTING CONDITIONS AREA 1 288 Area 1-9 Act-dol arfield perimeter fence cverali Plan 288 Area 1-9 28/ ACAP-401 TE 14YOUT PLAN HEA LYCKS STORAGE ALF-001 AIRPIELD PINIMENER FENCE OVERALL PLAN ALF-OOL AIRFIELD PERIMETER FENCE, OVERALL PLAN 238 AREA 1-9 ACF-201 AIRHILD PERMATER FENCE INFRALL PLAN ACSD-100 STORM DRAINAGE DEMOLITION PLAN 184 ACSS-200 OVERALL SANITARY SEWER PLAN 240 AREAS 10-18 282 ACAP-111 EUMETRIC AYOUT PLAN -RFA 11. 284 ACAP-113 EOMETRIC AYOUT PLAN- REA 14 192 CVERALL 208 ACSD-207 STORM DRAMAGE PLA AREA 9 215 ACNG-200 OVFRALL NATURAL GAS PLAN 215 ACMG-200 OVERALL NATURAL GAS PLAN 215 ACMS-200 OVERALL NATURAL GAS PLAN 218 ACNG 209 NATURAL GAS PLAN AREA 3 220 ALW-200 CYERALL WATER PLAN 220 ALW-200 CYERALL WATER PLAN Prepared July 27, 2018 (Nev. 10/25/18) 285 TO STA 3+DO Date altersomen 288 AREA 1-9

Charder

Cherken

dbrewer 1/3/2018 5:47:14 PM

- See updated ACF series

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7.27

Response	CTANK WELTZ CLARKSON: Responses to Statesholders Comments on Updated Drawings Document Issued with Concept Design Package Prepared https://doi.org/10.2019/j.0018 (New. 10.755/ps)	2 Docume	ent Issued with Corn	pept Design Package			KRY TO COMMINENT RESPONSES A * Comment incorporation & su updated forwards B * Agreey, continuent to be addressed in next plane. Colvent arens late, from stableholder or fruither (Bocuston D-Do not agree (Design have member to provide caphresiton)		
	Page Thatthems	Sursainstillines	4	September	Stalm Regrentler	जियान संस्थातिक संस्था	<u> स्थापित्र</u> ास	Medical Commission of the Comm	Vision in the and applicate (Section Section S
Callout	ACF-001 AIRTIELD PERUMETER FRINCE OVERALL PLAN 2888 ANEA 1-9	dbrewer	7/3/2018 5:46:17 PM	TSA Security Issues	A = Com MEWillams	M4 95-25-2 8102/21/2	7/2/2018 2-12-56 PM WII updaby per TSA restalments	AOA F Justine Marie Der TSA reteuirements	,
Callout	ACS-OCS AND PELL PERIMETER FENCE OVERALL PLAN 288 AREA 1-9	dbrewer	7/3/2018 5:46:17 PM	TSA Security Issues	A = Com MEWIllams	7/12/2018 2:1458 PM	Will ispalm per TSA requirements		AGA Ferrar has been adjusted, roadvary and VSR have been revised.
Cloudt	293 ACF-104 AIRFIELD PERIMETER FENCE PLAN - AREA 6	Paul	6/25/2018 5:42:58 PM	mount the fence on the retaining wall or just inside the wall.	B=Agree RKRobinson	7/13/2018 3:49:52 PM	fance alignment will be evaluated further during SD	8 - this will need to be evaluated further as for location	
cloud+	299 ACF-104 ARPIELD PERIMETER FENCE PLAN - AREA 5	dorawer	7/3/2018 5:48:39 PM	Tedlans 85	C-Need RKRobinson	7/13/2018 3:08/07 PM	please provide recommended taxines designations by 7/30/12. to incorporate into 50% 50 class.	A Section of the Sect	
Text Box	293 ACF-104 AIRPRID PERIMETER FENCE PLAN - AREA 6	dbrewer.		TAXILANE Name is an issue ICAD & Airlines to work through how to name the Taxilanes	C=Need more info. from statehd8/3/2018			C-need additional lafe	
+BAG+	ZSG ALT-104 AINHELD PERIMETER PERCE PLAN - AREA 5	dorewer	7/3/2018 5:50:28 PM	Tanhane 88 272	C=Need RKRobinson	7/13/2018 3:49:14 PM	Need Info from KCAD	C-need additional info	
Callout	BOT ACLAM, COST ARRETED MARKING ONGRALL PLAN -AREN 1.0	Matt Wals	MARK Wals GPZJZXXX 12,34,37 PM	hes the TWY G SS' CL movement been run in Avis'han nito Tandones 85 stand 85 Do on Bellewe thisse solvements will light with. CMP stands of recoverent the stands of the solve solve with the stands of the solve of	B-Agree RKRobinson	7/13/2018 2-51-24 PM		8. coordination still result red	
Checker	305 ACAM-103 AIRHELD MARKING PLAN - AREA 3	Ted ingala	Ted Ingalls 5/25/2018 11:47:25 AM	May need to re-configure striping to avoid having double peraliel east lags is currently shown here.	D=De ng RKRobinson	M4 25:828 8102/81/7	ern lag is etry	and the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the	
					RKRabinson	Т	ng, service road to be included.	AVIX CVGINGUE	
					WIRamenedeer	7/31/2018	Ongoing pavament optimization exerties will deline focations of VSR to support the ROM		
Califort	308 ACAM-106 ARPIELD NAARKING PLAR - AREA 6	dhrewar	7/3/2018 5:53:38 PM	Recommend removing this service Roadnot needed?	C-Need MEWillams	7/31/2018	Nequated per KCAD Varying opinions on VSR at ROM positions. VSR will be located	B - until we here it is officially not part of the precorn, it will name.	
Callout	2008 ACAM-LDG ARFIELD MARKING PLAN - AREA 6	dbrawer	7/3/2018 5:53:38 PM	Recommend removing this service Roadnot needed?	C-Need RKRobinson	7/13/2018 3:45:17 PM	- I	B - until we here it is officially not part of the program, it will remain	
Mote	328 ACAF-200 AVIATION FUELING PLAN - CYTEVALL	JGrant	6/29/2008 2:44:49 AM	Clarity that the plants not to run the JF lines under the Terminal building. (ISG)	A jdieckhoff	7/13/2018 3-13:36 PM	Plan is to run the JF lines underneath the furnment connector within the froctories of the passificagh road for the GSE vehicles. A - Clarified	A - Clarified NK	
Machen	SZS ĄCA-200 AWATION FUELING PLAN - OVERALL	JGrant	6/25/2018 2-48:09 AM	6/29/2018 2-46-cs AN Charly difference between red and green IF lines.	A-Agree jalectioff	M3/2018 3:16:57 PM	Red lines will be installed in the Early Package to provide frue augoby to Timminal & and Conec the lines under existing "Command A are demond. General four will be installed in Inter joiness with the new teaching construction.	A-difference classified	
Note	328 ACAF-200 AVACTION FLIFELING PLAN - CYERALL	IGram	6/29/2008 4:18:48 PM	Paul Inns will need to be sleeved below the Terminal to Concourse Connector, (JSG)	C=Need join chieff	7/13/2018 3:15:09 PM	Caring pipes are not required by NFPA code, and not recommended by our cathedic protection designer. Is there a KCAD requirement regarding this?	C- is there a KCAD requirement for this?	

APPENDIX 1-B GMP DEVELOPMENT MODEL