



# ATTACHMENTS

**REQUEST FOR PROPOSALS  
MDOT MAA-RFP-22-001**

**May 31, 2022**

**FOR THE NON-EXCLUSIVE RIGHT TO REDEVELOP,  
RENOVATE, LEASE & MANAGE THE RETAIL, RESTAURANT &  
COMMERCIAL SERVICES**

**AT**

**BALTIMORE/WASHINGTON INTERNATIONAL  
THURGOOD MARSHALL AIRPORT**

**The Maryland Aviation Administration is a modal unit of  
the Maryland Department of Transportation.**

**MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND AVIATION ADMINISTRATION**

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**List of Attachments**

Attachment No. 1	Lease and/or Concession Contracts General Provisions
Attachment No. 2	Contract Affidavit
Attachment No. 3	Tenant Directive 003.1 – Trash Disposal and Recycling at BWI Marshall Airport
Attachment No. 4	Tenant Directive 401.1 – Standard Rates and Fees at BWI Marshall Airport
Attachment No. 5	Tenant Directive 502.1 – Airport Fuel/Oil and Hazardous Material Spill Procedures and Legal Reporting Responsibilities
Attachment No. 6	Maryland Aviation Administration’s Permit Information Guide, dated 2021
Attachment No. 7	Tenant Guide For Trash and Cardboard Disposal

# Maryland Department of Transportation

MARYLAND AVIATION ADMINISTRATION

LEASE AND/OR CONCESSION CONTRACTS

GENERAL PROVISIONS

BALTIMORE/WASHINGTON INTERNATIONAL

THURGOOD MARSHALL AIRPORT

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ATTACHMENT: BWI Tenant Directive 215.1

**MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND AVIATION ADMINISTRATION  
LEASE AND/OR CONCESSION CONTRACTS**

**GENERAL PROVISIONS**

**ARTICLE I**

**DEFINITIONS**

As used throughout this Contract, the following terms shall have the meanings set forth below:

- A.** "Administration" means the Maryland Aviation Administration of the Maryland Department of Transportation.
- B.** "Administrator" means the Executive Director of the Maryland Aviation Administration.
- C.** "Airport" means Baltimore/Washington International Thurgood Marshall Airport, located in Anne Arundel County, State of Maryland.
- D.** "Cleanup" means actions taken to deal with a release or threat of a release of a Hazardous Material that could affect humans and/or the environment. The term "Cleanup" is sometimes used interchangeably with the terms "remedial action," "removal action," "response action," or "corrective action.
- E.** "Contractor" means the party with whom Administration has executed this Contract, or a third party to whom Administration may approve assignment of this Contract.
- F.** "Environmental Laws" means any federal, state, or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.)

(“RCRA”); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

- G.** “Governmental Authorities” means the United States, the State where the Leased Premises are located, and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.
- H.** "Gross Receipts" means the total amount received or realized by or accruing to Contractor from all sales, for cash or credit, of services, materials, or other merchandise made pursuant to the privileges authorized by this Contract rendered at or from the Airport. The amount due Contractor at the time of each transaction, whether for cash or credit, shall be used to determine Gross Receipts and not the amount due at the time of billing or payment, unless otherwise specifically stated in this Contract; provided, however, that any taxes imposed by law which are separately stated and paid by the customer to the Contractor, and which are directly payable to the taxing authority by Contractor, shall be excluded from Gross Receipts.
- I.** “Groundwater” means the supply of fresh water found beneath the Earth’s surface, usually in aquifers, which is often used for supplying wells and springs.

**J.** “Hazardous Materials” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance that are, or that become regulated under, or that are defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

“Hazardous Substance(s)” as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste;

“Hazardous Waste” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

“Materials” as defined as “Hazardous Materials” in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and

“Chemical Substance or Mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

**K.** "Operating Facilities" means furniture, furnishings, special lighting fixtures, draperies, decorations, decorating, or other special finishing work, signs, appliances, trade fixtures and equipment furnished and installed or used by Contractor in its operations at the Airport.

**L.** “Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

**M.** “Risk Assessment” means the qualitative and quantitative evaluation performed in an effort to define the risk posed to human health and/or the environment by the presence or potential presence and/or use of specific pollutants.



N. "Structural Maintenance" means the maintenance and repair of the building foundations, structural members, exterior walls and roof, and all maintenance and repairs required as a result of defects in such structure.

**Any capitalized term not defined herein shall have the meaning given to it in the Special Provisions of the Contract at Baltimore/Washington International Thurgood Marshall Airport between Contractor and Administration.**

## **ARTICLE II**

### **ACCEPTANCE OF LEASED PREMISES BY CONTRACTOR**

The taking possession of the Leased Premises by Contractor shall be conclusive evidence as against Contractor that said Leased Premises were in good and satisfactory condition when possession was taken.

## **ARTICLE III**

### **ACCOUNTING RECORDS OF CONTRACTOR**

A. In the event this Contract provides for payment of revenue to Administration which is computed in any manner from the gross receipts or volume of business conducted (e.g., number of aircraft landings and/or passengers handled) or the net receipts of Contractor derived from its operations hereunder, Contractor shall maintain appropriate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP), of all its transactions directly or in any way connected with its operations under this Contract. These records shall be kept current during the term of this Contract at a location within the Baltimore-Washington, DC Metropolitan Area, or such other location as may be approved in writing by Administration, and shall be retained at that location, and available upon request to the Administration or its certified public accountant (CPA) for audit or review, for a further period of three (3) years from the date of termination of this Contract, or upon completion of an audit by Administration, or its CPA, whichever is earlier, unless a longer period of time is specifically stated elsewhere in this Contract. Should travel to the Contractor's offices outside the Baltimore-Washington DC Metropolitan Area be required in order for the Administration or its CPA to conduct such a review and/or audit, all reasonable costs incurred by the Administration, including but not limited to airfare, meals, lodging and local transportation shall be paid by the Contractor.

- B.** Contractor shall promptly provide Administration with all reports and information required by this Contract, and the Administration shall have the right at any time during the term of the Contract and for three (3) years thereafter, to have the books and records of Contractor, as well as any proprietary or affiliate concern of Contractor, audited by the Administration's auditors or by a CPA of the Administration's choice; and, in the event that such audit shows Contractor's revenues as reported by Contractor's monthly statement to be more than two percent (2%) in error, detrimental to the Administration, Contractor shall reimburse the Administration for the expense to the Administration for such audit. Any additional percentage rent found due by such audit shall be paid to the Administration within thirty (30) days and shall bear interest at the rate of 1.25% per month from the date it should have been paid. If Contractor has overpaid such rent, then, at Administration's option, Contractor shall deduct such overpayment from the rent next due or shall receive a reimbursement check from the Administration.
- C.** Contractor also must permit Administration, its officers, employees, or representatives to inspect any accounting, bookkeeping, or other source equipment used by Contractor in the development and maintenance of its accounting records.

#### **ARTICLE IV**

##### **ADMINISTRATION'S INSURANCE**

Contractor shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Contract. If Contractor does or permits to be done any act not permitted under this Contract, or fails to do any act required under this Contract, regardless of whether such act shall constitute a breach of this Contract, which act or failure, in and of itself, causes an increase in Administration's insurance premiums, Contractor shall immediately remedy such actions and pay the increase in premiums, plus a twenty-five percent (25%) administrative fee, upon prior written notice from Administration to do so.

#### **ARTICLE V**

##### **ADMINISTRATION'S RIGHT OF ENTRY AND ALTERATIONS**

Upon reasonable notice except in the event of an emergency or suspected emergency, Administration and its agents shall have the right, with as little interruption to Contractor's

operations as is reasonably practicable, to enter upon and to inspect the structural and interior conditions of the Leased Premises and to make such repairs, alterations, or improvements as Administration may deem necessary or proper, and during any such inspection, repairs, alterations or improvements, Administration may close entrances, doors, corridors, or other facilities, all without any liability to Administration for inconvenience, interference, or annoyance. Such repairs, alterations, or improvements shall be made in coordination with Contractor to the best extent possible. Contractor retains the right at all times to accompany the Administration and its agents upon such entrance and inspection except in the event of an emergency or suspected emergency.

## **ARTICLE VI**

### **AIR CONDITIONING, HEATING, AND UTILITIES**

- A.** Contractor shall arrange and pay for all public utilities used by it during the term of the Contract, except for those utilities specified in this Contract to be provided by Administration.
- B.** Administration reserves the right to temporarily interrupt the heating, air conditioning, plumbing, and electric services, when necessary to make repairs, alterations, replacements, or improvements in said systems. Administration shall have no responsibility or liability for failure to supply heat, air conditioning, plumbing, and electric services during any such period, or when prevented from so doing by laws, orders, or regulations of any federal, State, or County authority, or as a result of strikes, accidents, or by any other cause whatsoever beyond Administration's control.

## **ARTICLE VII**

### **AIRCRAFT NOISE OVERFLIGHT AND OPERATIONS**

Contractor recognizes that the Leased Premises are located on an active Airport; and, as such, are subject to aircraft noise, vibration, exhaust, and overflight associated with the operation of the Airport. Contractor acknowledges that it has familiarized itself with the overflight, noise, vibration, and exhaust characteristics of the Leased Premises and acknowledges that such overflight, noise, vibration, and exhaust may change during the term of this Contract. Contractor on behalf of itself, its agents, employees, contractors, subcontractors and their employees hereby releases the Administration, the State of Maryland, the Maryland Department of Transportation, the Maryland Transportation Authority, the Federal Aviation Administration, the other airlines

operating at the Airport, and their respective directors, officers, employees, commission members, board members, and agents, from any and all claims, demands, suits or causes of action for damages or injunctive relief arising out of, or in any way associated with aircraft noise, vibration, and exhaust at, or aircraft overflight of the Leased Premises, it being understood that this release was a material inducement of the Administration's decision to enter into this Contract.

## **ARTICLE VIII**

### **AIRPORT RULES AND REGULATIONS**

While exercising the privileges granted hereunder, Contractor shall obey all rules, regulations, and directives adopted by Administration. Failure of Contractor, or anyone under its control, to observe such rules, regulations, or directives shall, at the option of Administration, in addition to any other penalty provided by law, be cause for termination of this Contract.

## **ARTICLE IX**

### **APPLICABLE LAW**

This Contract shall be construed in accordance with the Constitution and laws of the State of Maryland.

## **ARTICLE X**

### **APPROVAL OF PRICES FOR GOODS AND SERVICES**

(This Article applies to Concession Contracts only.)

All charges, fees, or prices established by Contractor for goods and services sold hereunder shall be reasonable and shall be monitored by Administration. Reasonableness of charges, fees, or prices shall be determined by comparison with those charges, fees, or prices currently charged for the same types of goods or services sold at comparable airports. Said charges, fees, or prices may not be increased without the prior written approval of Administration.

## **ARTICLE XI**

### **ARTICLE HEADINGS**

The Article headings in this Contract are inserted only as a matter of convenience and reference and shall in no case define, limit, or describe the scope or intent of any provision of this Contract.

**ARTICLE XII**

**ASSIGNMENT AND SUBLEASE**

Contractor shall not assign, sublet, sell, convey, transfer, mortgage, or pledge this Contract, any part thereof, or any improvements constructed on the Leased Premises without prior written consent of the Administration. Without such consent, the Contractor may assign its interest herein to a subsidiary of the Contractor or an entity of which it is a subsidiary, provided that, the original Contractor shall be jointly and severally liable for performance of the terms of this Contract. Any restrictions which form a part of a consent granted hereunder shall be incorporated into a written instrument and shall form a part of this Contract.

**ARTICLE XIII**

**ASSIGNMENT OF RENTS**

All or any portion of the payments due from Contractor under this Contract shall be paid by Contractor to any party designated by the Administration in writing with reasonable notice and instructions as to payment.

**ARTICLE XIV**

**CAPACITY TO EXECUTE**

The individuals executing this Contract personally warrant that they have full authority to execute this Contract on behalf of the entity for whom they are acting.

**ARTICLE XV**

**COMPLIANCE WITH ENVIRONMENTAL LAWS**

The Administration is committed to providing environmental stewardship. Contractor shall be responsible for complying with all Environmental Laws issued by Governmental Authorities that are applicable to its activities and operations.

**A. Compliance With Governmental Authorities' Environmental Laws**

1. Contractor shall not cause or permit the presence, use, discharge, disposal, storage, release, or threatened release of any Hazardous Material, pollutants or contaminants on or at the Airport except in compliance with applicable Environmental Laws and in quantities necessary to its operations. Contractor shall not do anything affecting the Airport that is in violation of any applicable Environmental Law; nor shall Contractor allow its sublessees, agents, employees, contractors, or invitees to do anything in violation of any applicable

Environmental Law.

2. The Administration's designated representative will have access to the Leased Premises (with reasonable notice and without interfering with operations) to inspect the same to assess whether the Contractor is using the Leased Premises in accordance with applicable Environmental Laws.
3. At the discretion of the Administration's designated representative and based upon reasonable belief that Contractor has caused an environmental violation at the Airport and upon request by the Administration's designated representative, Contractor will conduct such testing and analysis as necessary to ascertain whether Contractor is operating in compliance with applicable Environmental Laws. Any such tests will be conducted by qualified independent experts chosen by the Contractor. Copies of such testing and analytical results from any such testing will be provided to the Administration's designated representative.
4. Contractor and the Administration's designated representative, shall promptly provide to each other notification of any spills or leaks of Hazardous Material and written notice of any investigation, and copies of all notices, reports (except for all reports subject to attorney-client privilege), claims, demands or actions arising out of the release or threatened release of Hazardous Material or special wastes to the environment in violation of Environmental Laws, caused or permitted by the Contractor and affecting the Airport, of which Contractor or the Administration has knowledge.

**B. Contamination of Airport**

1. If the Contractor learns, or is notified by any Governmental Authority, that any removal or other remediation of any Hazardous Material contamination caused or permitted by the Contractor and affecting the Airport is necessary, the Contractor shall promptly take all necessary remedial actions in accordance with applicable Environmental Law, at the Contractor's sole cost.
2. If the presence of any Hazardous Material on, under, or about the Airport caused or permitted by the Contractor results in any contamination of the Airport in violation of Environmental Law, the Contractor, at its sole cost and expense, will use its best efforts to return the Airport to the condition existing prior to the

introduction of any Hazardous Material to the Airport. The Contractor will take all steps to remedy and remove any such Hazardous Material and any other environmental contamination caused by the Contractor, its sublessees, agents, employees, contractors or invitees as is presently or subsequently discovered on or under the Airport as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Airport into compliance with all applicable Environmental Laws. Such procedures are subject to prior approval of the Administration's designated representative, which approval will not be unreasonably withheld. Contractor will submit to Administration's designated representative a written plan for completing all remediation work. The Administration's designated representative retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice. Such actions of remediation by the Contractor shall be conducted in such manner that they will not potentially have any material adverse long-term effect on the Leased Premises or other property at the Airport in the sole judgment of the Administration's designated representative.

**C. Compliance With All Government Authorities**

1. The Contractor will promptly make all submissions to, provide all information to, and comply with all requirements of all appropriate Governmental Authorities under all applicable Environmental Laws.
2. Should any Governmental Authority determine that a site plan characterization, site assessment, and/or Cleanup should be undertaken by Contractor because of any spills or discharges of Hazardous Material at the Airport caused or permitted by Contractor that occur during the term of this Contract, then Contractor shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. At no cost or expense to the Administration, the Contractor will promptly provide information requested by the Administration's designated representative to determine the applicability of the Environmental Laws to the Airport, to respond to any governmental investigation or to respond to any claim of liability by third parties that is related to environmental contamination caused or permitted by Contractor.

3. Contractor's obligations and liabilities under this provision will continue so long as Contractor bears any responsibility under applicable Environmental Laws for any action that occurred at the Airport during the term of this Contract.
4. Contractor shall be liable to and indemnify the Administration, without limitation, for costs incurred in connection with any investigation of site conditions or any cleanup required by applicable law, and in connection with any remedial, removal, or restoration work required by any Governmental Authority having jurisdiction because of Hazardous Material located on the Airport or present in the soil or groundwater on, under or about the Airport as a result of Contractor's actions or inactions.
5. The parties agree that the Administration's right to enforce Contractor's promise to indemnify is not an adequate remedy for Contractor's violation of any provision of this Contract. In addition to any other rights, the Administration will also have the right to terminate this Contract for violation of Environmental Laws.

**D. Specific Provisions Associated With Joint and Several Liability Relating to Clean Water Act (33 U.S.C. §§ 1251 et seq.) and/or Oil Pollution Act (33 U.S.C. §§ 2701 et seq.) Compliance**

1. The Administration maintains a single National Pollutant Discharge Elimination System (NPDES) permit (93-DP-2546) (hereinafter "NPDES Stormwater Permit") (or subsequently issued permit) that regulates: (a) discharges of "stormwater associated with industrial activity" as defined at 40 CFR § 122.26(b)(14), which includes but is not limited to, aircraft fueling, aircraft and vehicle maintenance, aircraft and vehicle washing, and aircraft or pavement deicing; and (b) discharges, as necessary and appropriate, from "large," "medium," or "small" municipal separate storm sewer systems as defined by 40 CFR §§ 122.26(b)(4), (7), and (16) (respectively).<sup>1</sup>
2. In lieu of requiring Contractor to become a "co-permittee" to the Administration's NPDES stormwater permit, the Contractor shall comply with Tenant Directive 215.1 Aircraft Deicing Procedures at Baltimore/Washington International

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<sup>1</sup> The Administration also obtains separate NPDES permits for "stormwater discharge associated with construction activity" as defined by 40 CFR § 122.26(b)(14)(x) and(b)(15), but those separate permits are assigned to the appropriate Contractor in addition to the conditions contained herein.



Thurgood Marshall Airport (current version attached), any other applicable or subsequently developed Tenant Directive relating to discharges into the Administration's stormwater system, and generally prevent contaminating the Administration's stormwater system with Hazardous Materials or other pollutants as required by the NPDES Stormwater Permit, Oil Pollution Act, and Environmental Laws.

3. Tenant Directive 215.1 Aircraft Deicing Procedures at Baltimore/Washington International Thurgood Marshall Airport, or any subsequent version of that directive, is incorporated herein by reference. In addition:
  - a. The Contractor shall not use urea to deice pavement in the Airfield. The Contractor will provide the Administration's Environmental Compliance Division with a written report that provides the type of chemical, date, location and quantity of material applied as aircraft or pavement deicer. This report shall be completed weekly during the deicing season.
  - b. The Administration will report violations of Tenant Directive 215.1 to the Maryland Department of the Environment as the Administration determines is appropriate and necessary, and shall provide concurrent copies of any such reports to Contractor.
  - c. The Contractor shall report all spills or releases from fueling and related activities to the Maryland Department of the Environment as required by Environmental Laws within the time periods allowed by those laws, and shall provide concurrent copies of such reports to the Administration's Environmental Compliance Division. The Contractor is responsible for the containment and cleanup of spills, and disposal of related wastes, as required by Environmental Laws.
  - d. The Contractor must provide the Administration's Environmental Compliance Division with copies of all correspondence between Contractor and Governmental Authorities relating to any compliance with Environmental Laws relating to its activities at the Airport.
  - e. The Contractor must report all significant lavatory-related spills to the Administration's Environmental Compliance Division. The Contractor is

responsible for the cleanup and disposal of all lavatory spills and related wastes caused by the Contractor, its sublessees, agents, employees, contractors or invitees.

- f. The Administration reserves the right to require Contractor to remove vehicles that leak pollutants or Hazardous Materials from service. Upon detection and/or notice, the Contractor shall immediately place drip pans under leaking vehicles, promptly clean up all leaks and spills, and properly dispose of all material used to clean up spills.
  - g. The Contractor shall allow the Administration's designated representative and any Administration-designated pollution prevention team, which may include other tenant or contractor representatives, access to its vehicle maintenance facilities with reasonable prior notice and during regular business hours (except in cases of emergency).
  - h. Wastewater associated with vehicle cleaning or washing may not be covered by Administration's NPDES stormwater permit, and therefore such activities are restricted to the tenant wash rack, unless the Administration or designated representative provides prior approval.
4. The Contractor shall comply with all Environmental Laws and Governmental Authorities relating to ownership or operations associated with underground storage tanks.
- a. If the Contractor owns or operates above-ground storage tanks at the Airport, it shall comply with Environmental Laws and other standards including, but not limited to, pertinent and applicable provisions of National Fire Protection Association Standards 30 and 407, and of Federal Aviation Administration Advisory Circular No. 150/5230-4A.
  - b. Contractor shall defend, indemnify and hold harmless the Administration for payment of any fines or penalties levied against the Administration for alleged violations of any Environmental Laws, including those arising from actions or inactions of Contractor (relating to ownership and/or operation of underground or above-ground storage tanks). Administration may assess a twenty-five percent (25%) administrative fee, for any

cleanup or remediation incurred by the Administration related thereto, if Contractor does not perform the necessary Environmental Laws-related cleanup or remediation in a timely manner.

**E. Termination of Contract/Vacating of Leased Premises**

1. Contractor shall notify Administration's designated representative when this Contract expires and when the Leased Premises will be available for an inspection. Contractor shall immediately remove all Hazardous Materials from the Leased Premises at the termination of this Contract, unless otherwise approved in writing by the Administration.
2. Contractor shall be responsible for any remediation or cleanup of any contamination caused by Contractor. The Administration and/or Governmental Authority shall determine when the Leased Premises have been appropriately remediated by Contractor. Contractor shall not be released from its responsibilities under this Contract until the Administration has assessed the conditions of all property leased by the Contractor under this Contract, and subsequently released in writing the Contractor from any responsibilities related to any contamination cleanup.

**ARTICLE XVI**

**COMPLIANCE WITH RULE 15c2-12 of the SECURITIES EXCHANGE ACT**

If at any time when tax exempt debt, as defined in Article XX of these General Provisions, is outstanding and Contractor is not complying with the annual reporting requirements under the Security Exchange Act of 1934, as amended ("the Securities Exchange Act"), Contractor will provide to Administration, upon the Administration's written request, such information with respect to Contractor as is reasonably necessary in order to comply with Rule 15c2-12 under the Securities Exchange Act.

**ARTICLE XVII**

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

Contractor, at its expense, shall comply with all applicable provisions of the Americans with Disabilities Act and shall not on the grounds of race, sex, age, color, creed, national origin, marital status, sexual orientation, gender identity or disability discriminate or permit discrimination against any persons or group of persons in any manner. This Contract is subject

to the provisions of Nondiscrimination on the basis of Disability in State and Local Government Services, 28 C.F.R. § 35.130 (2016).

### **ARTICLE XVIII**

#### **CONTRACTS WITH THE UNITED STATES GOVERNMENT**

This Contract shall be subordinate to the provisions of any existing or future contracts between Administration and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Administration for Airport purposes, or to the expenditure of federal funds for the development of the Airport, in accordance with any applicable federal law.

### **ARTICLE XIX**

#### **COPARTNERSHIP**

Nothing in this Contract shall be construed as in any way creating or establishing the relationship of copartners between Administration and Contractor, or creating or establishing the relationship of a joint venture between the parties hereto.

### **ARTICLE XX**

#### **ELECTION NOT TO TAKE TAX DEPRECIATION OR INVESTMENT CREDIT**

- A.** Neither Contractor, nor any successor in interest to Contractor, may claim tax depreciation or an investment credit with respect to any property used or leased under this Contract and financed with obligations the interest on which is exempt from federal income tax (“tax-exempt debt”). A statement to this effect shall be included in any recorded document in respect of this Contract.
- B.** At or before the time that property financed by tax-exempt debt is used or leased under this Contract, Administration will prepare for Contractor, and Contractor shall complete and execute, an election in the form set forth in Article XX.C. of these General Provisions that it will not take tax depreciation or an investment credit with respect to the property. Administration shall send an executed copy of the election to the issuing authority of tax-exempt debt, and Administration, Contractor, and the issuing authority shall each retain copies of the elections in their respective records for the entire term of this Contract. Notwithstanding the Contractor’s failure to execute and deliver the election in the form set forth in Article XX.C. of these General Provisions, the Contractor

shall observe the covenant in Article XX.A. of these General Provisions and hereby elects irrevocably under Section 142(b)(1)(B)(i) of the Internal Revenue Code of 1986 that it will not take tax depreciation or investment credit with respect to any property financed with tax-exempt debt and used or leased under this Contract.

C. The form of election shall be as follows:

**ELECTION UNDER LEASE CONTRACT FOR SPACE AND FACILITIES AT  
BALTIMORE/WASHINGTON INTERNATIONAL THURGOOD MARSHALL  
AIRPORT**

That Contractor will not take Tax Depreciation or Investment Credit

1. Contractor elects irrevocably under section 142(b)(1)(B)(i) of the Internal Revenue Code of 1986 that it will not take tax depreciation or an investment credit with respect to the property financed by the tax-exempt debt identified in Article XX.C.4. below and described generally in the attachment to this election.
2. The issuing authority of tax-exempt debt to which this election pertains is as follows:
  - Name:
  - Address:
  - Tax identification number:
3. Contractor is as follows:
  - Name:
  - Address:
  - Tax identification number:
4. The date and face amount of the issue of tax-exempt debt to which this election pertains are as follows:
  - Date:
  - Face amount:
5. This election is binding on Contractor and on all successors in interest to Contractor.

**ARTICLE XXI**  
**ELECTRONIC DEVICES**

Contractor shall not install or use any electronic or electrical devices which may impair, distort, or otherwise adversely affect any navigational, air traffic, or communications facility used in the conduct of aircraft operations at the Airport.

**ARTICLE XXII**

**EMPLOYEES OF CONTRACTOR**

- A. Contractor shall, if so directed by Administration in writing, require its employees who come in direct contact with the public at the Airport to wear a badge by which they may be known and distinguished as the employee of said Contractor.
- B. Contractor shall require its employees to observe a strict impartiality as to quantities and services and in all circumstances to exercise courtesy and consideration in dealing with the public.
- C. Contractor shall prohibit its agents, servants, and employees from loud, noisy, and persistent announcements of its services on or about the Leased Premises or the Airport.

**ARTICLE XXIII**

**EXTENT OF CONTRACT AND MODIFICATIONS**

This Contract represents the entire and integrated agreement between Administration and Contractor, and supersedes all prior negotiations, representations, or contracts, either written or oral, authorizing the activities conducted hereunder. This Contract may be amended only by written instrument, executed by both Administration and Contractor.

**ARTICLE XXIV**

**FEDERAL GOVERNMENT EMERGENCY CLAUSE**

All provisions of this Contract shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Contract inconsistent with the operations of the Airport by the United States of America.

**ARTICLE XXV**

**FEDERAL, STATE, AND LOCAL LAW**

Contractor, at its own expense, shall comply with all statutes, laws, ordinances, orders, directives, regulations and requirements of the federal, State, and local governments and the Rules and Regulations, Tenant Directives, and Tenant Information Advisories of Administration, which may be applicable to the operation of its business at the Airport. Contractor shall comply with all rules and regulations issued by the Board of Fire Underwriters applicable to Contractor's use of the Leased Premises for the correction, prevention, and abatement of nuisance or violations in, upon, or connected with the Leased Premises during the term of this Contract and

for the prevention of fires. Contractor shall obtain and pay for all licenses and permits necessary for the operation of its business, and pay all taxes, fees, and charges assessed under federal, State, County or local statutes or ordinances insofar as they are applicable to Contractor's business at the Airport.

**ARTICLE XXVI**

**FIRE EXTINGUISHERS**

Contractor, at its expense, is responsible to maintain and keep in good working condition fire extinguishers as supplied by the Administration in the Leased Premises. Additionally, installation of new fire extinguishers and replacement of old fire extinguishers shall be the responsibility of the Contractor within its Leased Premises and shall be subject to the Administration's prior written approval.

**ARTICLE XXVII**

**FORCE MAJEURE**

Neither party shall be deemed to be in default or held responsible on account of any delay or failure to perform its obligations under this Contract which directly results from an Act of God, including, without limitation, earthquakes, tidal waves, weather disturbance, high winds, hailstorms, lightning and other occurrences outside any control of the parties to this Contract.

**ARTICLE XXVIII**

**HOLDING OVER**

In the event Contractor shall hold over and remain in possession of the Leased Premises after the expiration of this Contract without any written renewal thereof, such holding over shall not be considered as a renewal or extension of said Contract but shall create only a tenancy from month to month, at the option of Administration and subject to the terms Administration considers appropriate, and which may be terminated at any time by Administration upon thirty (30) days written notice. Acceptance of rent by Administration during the holdover period does not constitute that the holdover is with the consent of the Administration.

**ARTICLE XXIX**

**INABILITY TO PERFORM**

This Contract and the obligation of Contractor to pay rent and perform all of the other covenants and contracts set forth herein shall in no event be affected, impaired, or excused because Administration is unable to supply, or is delayed in supplying, any service to be supplied

by it under the terms of this Contract or is unable to make, or is delayed in making, any repairs, additions, alterations, or decorations or is unable to supply, or is delayed from so doing by reason of strikes or labor troubles or for any cause beyond the control of Administration, including, but not limited to, governmental preemption in connection with a National Emergency, or by reason of any rule, order, or regulation of any department or subdivision of any government agency, or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

### **ARTICLE XXX**

#### **INCONVENIENCES DURING CONSTRUCTION**

Contractor recognizes that from time to time during the term of this Contract it will be necessary for the Administration to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic, flight activity, and passenger traffic, which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Contractor in its operations at the Airport. Contractor agrees that no liability shall attach to the State of Maryland, the Maryland Department of Transportation (MDOT), the Maryland Transportation Authority (MdTA), the Administration, and their officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience and, for and in further consideration of the use of the Leased Premises, the Contractor waives any right to claim damages or other consideration therefor.

### **ARTICLE XXXI**

#### **INDEMNIFICATION**

The Contractor shall assume all risks incident to, or in connection with, its operation under this Contract and shall be solely responsible for all damages or injuries to persons, property, or the environment caused by its operations and shall indemnify, defend, and hold harmless the State of Maryland, the Maryland Department of Transportation, the Administration, and their authorized officers, agents, employees and representatives from and against any and all claims, suits, losses or damages for injuries (including death) to persons or damage (including destruction) to property or the environment, of whatsoever kind or nature, including any claims or fines assessed by the Federal Environmental Protection Agency, or any State of Maryland



agency, arising directly or indirectly from its operations out of or incident to the use and occupancy of facilities at the Airport or resulting from any act or omission of Contractor, its officers, agents, contractors, subcontractors, employees, customers, or assigns in connection with this Contract. Contractor further agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the Administration, its authorized officers, agents, employees and representatives (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way connected with or arising out of this Contract and/or arising out of repair or maintenance work hereunder (including but not restricted to attachments, liens and/or levies, and whether or not such claim is meritorious) made, filed and/or asserted by any party other than Contractor against the Administration, its authorized officers, agents, employees, or representatives and/or the Leased Premises or improvements thereon or any part thereof, or against monies owing to the Administration, or against monies owed the Contractor for goods and services of the Contract, except to the extent that a judgment of liability is entered against the Administration, its authorized officers, agents, employees, or representatives. This indemnity shall not apply to claims, suits, losses or damages of whatsoever nature arising out of the negligence or willful misconduct of the Administration, its authorized officers, agents, employees or representatives, which negligence or willful misconduct is the sole and exclusive cause of said loss, injury or damage. Additionally, Contractor agrees that in the event Administration reasonably determines that mutual representation would create an actual or potential conflict of interest or Administration reasonably determines that mutual representation would not adequately protect its interest, then, in such an event, Contractor shall upon demand reimburse the Administration for any reasonable attorneys fees so incurred by Administration hiring outside counsel.

## **ARTICLE XXXII**

### **INGRESS AND EGRESS**

Administration grants to Contractor the right of ingress to and egress from the Airport premises by Contractor, its employees, contractors, suppliers, servicemen, licensees, guests, patrons, and invitees; provided, that such rights of ingress and egress shall at all times be exercised in compliance with any and all regulations promulgated by lawful authority for the care, operation, maintenance, and protection of the Airport and applicable to all users of the Airport; and provided, further, that such rights of ingress and egress shall not be construed to

prohibit Administration from establishing and assessing a fee or charge for the privilege of entry upon the Airport when such fee or charge is levied upon all users of the Airport, nor to prohibit Administration from assessing a fee or charge on Contractor's employees for parking their personal vehicles in the employee parking areas nor on persons conducting a business at the Airport. For purposes of this provision, a person shall be deemed to conduct a business at the Airport if he occupies any space on the Airport, or if he provides any services at the Airport, other than utilities, on a regular or continuing basis.

### **ARTICLE XXXIII**

#### **INSPECTION AND ASSUMPTION OF OPERATION**

- A.** Administration, by its officers, employees, agents, representatives, contractors, and subcontractors, shall have the right, upon reasonable notice except in the event of an emergency or suspected emergency, to inspect the Leased Premises and to observe the performance of Contractor to determine Contractor's compliance with the obligations of this Contract. Contractor retains the right to accompany Administration, its officers, employees, agents, representatives, contractors and subcontractors upon such inspection except in the event of an emergency or suspected emergency. Administration acknowledges and agrees that it will use its best efforts to conduct such entry and inspection with as little interruption to Contractor's operations as is reasonably practicable.
- B.** In the event Contractor shall be prevented from performing its obligations under this Contract by strike, boycott, labor difficulties, or any other reason, Administration shall have the right to assume Contractor's operation at the Airport and retain all monies collected during the period of such operation. Such assumption of Contractor's operation at the Airport by Administration shall not in any manner affect, alter, or diminish any of the obligations of Contractor under this Contract and shall in no event constitute an acceptance, waiver, or surrender by Administration.

### **ARTICLE XXXIV**

#### **INVALID PROVISION**

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect the validity of any other covenant, condition, or provision herein

if the invalidity of any such covenant, condition, or provision does not materially prejudice either Administration or Contractor in their respective rights and obligations contained in the remaining valid covenants, conditions, or provisions of this Contract.

**ARTICLE XXXV**

**MANAGER AND REPRESENTATIVE**

Contractor shall provide to Administration in writing, within ten (10) days after execution of this Contract, the name and telephone number of a company representative, who shall be a qualified and experienced manager or supervisor vested with full power and authority in respect to the method, manner, or conduct of the operation of Contractor's activities at the Airport. Such manager or supervisor shall ordinarily be available during regular business hours, and at all times during the manager's or supervisor's absence, a responsible representative shall be in charge and available to contact regarding Contractor's activities at the Airport.

**ARTICLE XXXVI**

**MASTER PLAN**

Contractor agrees that no liability shall attach to the State of Maryland, the Maryland Department of Transportation, the Maryland Transportation Authority, the Administration, and their officers, agents, employees, contractors, subcontractors and representatives by reason of any efforts or action toward implementation of any present or future master plan for the development or expansion of the Airport or the aviation noise abatement program at the Airport consistent with federal law, and, for and in consideration of the granting of the rights and privileges herein granted, the Contractor waives any right to claim damages or other consideration arising therefrom.

**ARTICLE XXXVII**

**MECHANIC'S LIEN**

Contractor shall not do or suffer anything to be done whereby Contractor's interest in the Leased Premises, or any part thereof, may be encumbered by any mechanic's lien. Contractor shall discharge, by payment or bonding, within thirty (30) days after the date of filing, any mechanic's liens filed against Contractor's interest in the Leased Premises, or any part thereof, purporting to be for labor or material furnished or to be furnished to Contractor. Administration shall not be liable for any labor and materials furnished or to be furnished to Contractor upon

credit, and no mechanic's or other lien for labor or materials shall attach to or affect the reversionary or other estate or interest of Administration in and to the Leased Premises.

## **ARTICLE XXXVIII**

### **NO WAIVER**

No waiver by Administration of any breach by Contractor of any of the terms, covenants, agreements, or conditions of this Contract shall be deemed to constitute a waiver of any succeeding breach thereof, or a waiver or any breach of any of the other terms, covenants, agreements, and conditions herein contained.

No provision of this Contract shall be deemed to have been waived by Administration, unless such waiver be in writing, signed by Administration.

No employee of Administration or of Administration's agents shall have any authority to accept the keys of the Leased Premises prior to termination of the Contract, and delivery of the keys to any employee of Administration or Administration's agents shall not operate as a termination of the Contract or a surrender of the Leased Premises. The receipt by Administration of rent with knowledge of the breach of any covenant of this Contract shall not be deemed a waiver of such breach. No payment by Contractor or receipt by Administration of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter or other instrument accompanying any check or payment as rent be deemed an accord and satisfaction, and Administration may accept such check or payment without prejudice to Administration's right to recover the balance of such rent or pursue any other remedy provided in this Contract. The failure of Administration to enforce any of the Administration's Directives, Rules, or Regulations made a part of this Contract, or hereafter adopted, against Contractor or any other tenant at the Airport, shall not be deemed a waiver of any such Administration's Directives, Rules, or Regulations.

## **ARTICLE XXXIX**

### **NON-HIRING OF OFFICIALS AND EMPLOYEES**

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State

become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **ARTICLE XL**

### **NONDISCRIMINATION PROVISION**

- A.** If applicable, Contractor shall comply with the requirements of the Code of Maryland Regulations (COMAR) 21.07.01.08 State Procurement Regulations and Section 5-408 Transportation Article, Annotated Code of Maryland, any amendments thereto, and all State or federal laws, regulations, and Executive Orders barring discrimination. Further, in accordance with these requirements, Contractor shall not discriminate in any manner against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- B.** Administration assures implementation of the U.S. Department of Transportation (DOT), Code of Federal Regulations, Title 49 Part 23 - Participation by Disadvantaged Business Enterprises in airport concessions. In accordance with the aforementioned, Administration ensures that disadvantaged business enterprises will have the opportunity to compete for and perform in all aspects of contracting, to the maximum extent practicable.
- C.** Contractor understands, acknowledges, and agrees that Administration has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination which have been required by Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. As a condition precedent to the Government making grants in aid to Administration for certain Airport programs and activities, Administration is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than Administration operates or has the right to operate any

facility of the Airport providing services to the public the following covenant, to which Contractor agrees:

Contractor, in its operation at and use of Baltimore/Washington International Thurgood Marshall Airport, covenants that it will not on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21; and in the event of such discrimination, Contractor agrees that Administration has the right to take such action against Contractor as the Government may direct to enforce this covenant.

- D.** Contractor is required to keep records as are necessary to determine compliance with equal opportunity obligations. The records kept shall be designated to indicate the progress and efforts being made in securing the services of minority/female subcontractors and/or employees. All such records will be retained for a period of three (3) years following completion of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administration.

#### **ARTICLE XLI**

#### **NOTICES TO CONTRACTOR AND ADMINISTRATION**

All notices, demands, and requests by Administration to Contractor shall be sent by certified mail, return receipt requested, to Contractor at the Leased Premises or at such other address designated by written notice from Contractor to Administration. All notices hereunder required to be given to Administration shall be sent by certified mail, return receipt requested, to:

Director, Office of Commercial Management  
Maryland Aviation Administration  
Maryland Department of Transportation  
Post Office Box 8766  
BWI Airport MD 21240

Either party may designate in writing any changes in address or addresses of substitute or additional persons to receive such notices. The effective date of service of any such notice shall be the date such notice was mailed.

**ARTICLE XLII**

**OPERATING FACILITIES**

- A.** Contractor shall, at its own expense, provide, install, and maintain all Operating Facilities required for the proper and adequate provision of the services authorized herein, and the furnishing of supplies and materials specified in this Contract.
- B.** All such Operating Facilities shall be subject to approval of Administration for conformity with safety standards and other criteria or regulations established for the Airport and for compatibility of design, quality, condition, or color arrangement with the architectural and general character of the Airport. In addition, equipment installations must be made to conform to applicable State and federal building, plumbing, electrical, or other codes or ordinances.

**ARTICLE XLIII**

**PAYMENT IN LIEU OF TAXES**

- A.** In the event that a payment in lieu of taxes is required by Anne Arundel County, Maryland, Contractor shall make said payment to Anne Arundel County in each year during the term of this Contract. The payment in lieu of taxes shall be an amount equal to fifty percent (50%) of the assessed valuation of the structures or other improvements to the Leased Premises as determined from time to time by the State Department of Assessments and Taxation or the Supervisor of Assessments for Anne Arundel County, whichever is applicable, multiplied by the rate for ad valorem taxation of real property situated within the County but outside the City of Annapolis as established annually by the Anne Arundel County Council. The payment in lieu of taxes for each Fiscal Year shall be remitted directly to the County not later than the date upon which real property taxes for that Fiscal Year become overdue and in arrears in accordance with the provisions of Tax/Property Article, Section 7-211 and 7-501, Annotated Code of Maryland. Any payment not remitted by such date shall bear the same rate of interest as applies to overdue real property taxes until paid.
- B.** Contractor shall provide written notification to Administration of the payment in lieu of taxes to the County within ten (10) days after said payment is made.

**ARTICLE XLIV**

**POWERS OF ADMINISTRATION**

It is understood and agreed that Administration can exercise only those powers granted it by law. In the event that Administration is prevented or delayed in the execution of any of its obligations hereunder because of legal proceedings, Administration shall not be liable for any losses, damages, or costs caused to or suffered by Contractor on account of such prevention or delay.

**ARTICLE XLV**

**PUBLIC ADDRESS SYSTEM, MUFIDS AND BIDS**

Contractor agrees that its use of Administration's Public Address System, Multi-User Flight Information Display System (MUFIDS) and Baggage Information Display System (BIDS) will be in accordance with the Administration's Rules and Regulations, Tenant Directives and Tenant Information Advisories.

**ARTICLE XLVI**

**QUIET ENJOYMENT**

Administration agrees that upon payment of rentals and fees and upon performance of the covenants and contracts on the part of Contractor to be performed hereunder, Contractor shall peaceably have and enjoy the Leased Premises and all the rights and privileges granted herein.

**ARTICLE XLVII**

**REFERENCES TO CONTRACTOR**

All references to Contractor in this Contract shall mean, in addition to Contractor, Contractor's successors and assigns, and Contractor's employees, servants, agents, invitees, customers, licensees, contractors, subcontractors, lessees, and concessionaires, while acting in such capacity.

**ARTICLE XLVIII**

**REIMBURSEMENT OF CIVIL PENALTY**

In the event that the Administration shall be subject to any fine or penalty by reason of any violation at the Airport of any governmental (including but not limited to Transportation Security Administration or Federal Aviation Administration) rules, regulations or standards as they now exist or may hereafter be promulgated or enacted, the Administration may conduct an investigation and make a determination as to the identity of the party responsible for the



violation. If it is determined by the Administration that the Contractor is responsible for all or part of the fine or penalty, the Contractor shall pay said amount of the fine or penalty, plus a 20% administrative fee to be paid to the Administration, provided that the Administration notifies the Contractor of its determination of responsibility within five (5) days of the determination. The Administration and the Contractor shall each have the right to contest the validity or amount of such fine or penalty before the governmental entity seeking to impose such fine or penalty. In addition, upon request of the Administration, the Contractor shall provide all information, of which Contractor is aware, to the Administration concerning the incident(s) resulting in the violation, and shall otherwise participate in any reasonable manner in the Administration's response and/or appeal to the governmental entity seeking to impose the fine or penalty.

## **ARTICLE XLIX**

### **SIGNS**

No signs, advertisements, or notices shall be inscribed, painted, affixed, or displayed in, on, upon, or behind any part of the Leased Premises, except as may be required by law or agreed upon by the parties in writing. All signs, advertisements, or notices permitted herein shall be only of such color, size, style, place, and materials as approved by Administration in writing.

## **ARTICLE L**

### **SUCCESSORS AND ASSIGNS**

All of the terms, covenants, and contracts herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

## **ARTICLE LI**

### **SURRENDER OF OCCUPANCY**

If this Contract provides for occupancy of an area within structures owned by Administration, all Operating Facilities installed therein by and owned by Contractor shall remain the property of Contractor, subject, however, to the following:

- A.** As of the date this Contract expires or is terminated, in whole or in part, as provided for elsewhere in this Contract, Contractor shall vacate such area and assure that it is in good repair in all respects, ordinary wear and tear excepted.
- B.** Contractor shall have the right at any time during the term of this Contract to remove any Operating Facilities it may erect or install or use in such area, subject, however, to any valid lien which Administration may have thereon for unpaid charges and fees; and

provided that, upon removal of any such Operating Facilities, Contractor shall restore the area to a condition satisfactory to Administration.

- C. Contractor shall be deemed to have abandoned to Administration any Operating Facilities and other property which it has failed to remove from such area within fifteen (15) calendar days after the expiration or termination of this Contract, unless Administration shall grant additional time for this purpose in writing; provided, however, that Administration shall, at its option, have the right to remove same and restore the Leased Premises to a satisfactory condition and hold Contractor liable for all costs incident thereto. In the event it is necessary for Administration to remove such Operating Facilities or equipment, Administration shall not sustain or be charged with any liability by reason of the removal or custodial care of same.

#### **ARTICLE LII**

#### **TAXES AND ASSESSMENTS**

Contractor shall bear all taxes and assessments including, but not limited to, income related taxes, sales taxes, use taxes, real estate taxes, payments in lieu of taxes and property taxes which may become due and payable on its operations, on equipment, and/or improvements, if any, constructed by the Contractor. Contractor shall make such payment whether any of the foregoing are created, assessed or imposed under or by virtue of any present or future law, statute, charter, ordinance, regulation or other requirement of any governmental authority, federal, State, county, city, municipal or otherwise.

#### **ARTICLE LIII**

#### **VENDING AND OTHER COMMERCIAL SERVICES**

No coin-operated amusement or vending machine, public telephone, commercial advertising display, food, beverage or merchandise facilities or other commercial services shall be installed or provided in the Leased Premises, unless specifically stated otherwise in this Contract, without prior written permission from Administration.

#### **ARTICLE LIV**

#### **WAIVER OF JURY TRIAL**

Contractor and Administration hereby mutually waive any rights they may have to jury trial of any issue with regard to the rights stated in this Contract.

INSTRUCTIONS

CONTRACT AFFIDAVIT

1. Please complete all blank spaces on this Affidavit. If the document is received incomplete, it will be returned to your Company for proper execution.
2. On Page 1, at the top left margin, please complete the State and County portion of the Affidavit using your Company's State and County location.
3. Please note that the resident agent referred to in Section 2 must reside in the State of Maryland.
4. If you have any questions or require any assistance concerning corporation registration (Section 2) when completing this Affidavit, please contact the Maryland Department of Assessments and Taxation, Charter Division at (410) 767-1340, and if you have any other questions relating to this Contract Affidavit, please call the Maryland Aviation Administration at (410) 859-7002.

CONTRACT AFFIDAVIT

Administration Maryland Aviation Administration  
Contract No. MAA-LC-XX-XXX

STATE OF \_\_\_\_\_:

COUNTY (CITY) OF \_\_\_\_\_:

In connection with the above-captioned Contract:

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT I am the \_\_\_\_\_  
(Title)

and the duly authorized representative of \_\_\_\_\_  
(Name of Business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT  
(Applicable to Corporations Only)

I FURTHER AFFIRM THAT:

(1) The business named above is a domestic \_\_\_ foreign \_\_\_ corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the Maryland State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, and executed

by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

\_\_\_\_\_ (Date) \_\_\_\_\_ (Affiant)

State of \_\_\_\_\_:

County (City) of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_ (Seal)



# TENANT DIRECTIVE

**BWI:** 003.1  
**DATE:** October 14, 2020  
**DISTRIBUTION:** D

**TITLE: TRASH DISPOSAL AND RECYCLING AT BALTIMORE/WASHINGTON INTERNATIONAL THURGOOD MARSHALL (BWI MARSHALL) AIRPORT**

## **I. REFERENCES**

- A. Airport Community Tenant Guide for Trash and Cardboard Disposal (current edition) issued by Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA) Contract Support.
- B. This Directive supersedes BWI Tenant Directive 003.1 dated October 8, 2004.

## **II. DIRECTIVE STATEMENT**

- A. The purpose of this Directive is to ensure that all trash at BWI Marshall Airport is disposed of in an appropriate manner to prevent littering and aircraft foreign object debris (FOD) and to promote recycling.
- B. This Directive is applicable to all tenants, concessionaires, air carriers, and cargo handlers leasing space at BWI Marshall Airport.
- C. This Directive shall be disseminated to all employees.

## **III. PROCEDURES**

- A. The MDOT MAA will supply dumpsters and/or compactors for the removal of trash and recycling. Trash includes but is not limited to paper, cans, plastic containers, styrofoam, glass, and food waste. Recyclable material is cardboard only.
- B. Trash is anything that is not cardboard. All trash must be disposed of in sealed plastic bags and not placed loose in any compactor or dumpster.

- C. Trash compactors are located around the airfield ramp areas. The dumping schedule requires each unit to be removed from the Airport for a period of one to two hours. Tenants should plan accordingly during these operations. If a compactor is out of service or removed for dumping, go to another location. **DO NOT PLACE TRASH ON THE GROUND.** There are additional compactors for general trash located on the North Cargo Ramp near G Gate. All trash must be placed inside of the compactor and NOT left outside on the ground or on top of the compactor. All trash should be carried to the compactor and NOT dragged or dropped so as not to leave FOD on the ground.
- D. All cardboard shall be recycled by placing it in the appropriate green recycling dumpster or the green cardboard only compactors. Cardboard boxes shall be broken down and plastic wrap removed before being placed in green recycling dumpsters, which are located at or near every trash compactor location.
- E. Tenants are NOT to place wood, tires, or metal items in compactors or dumpsters. There are dedicated open-top containers for wood, tires, and metal on the North Cargo Ramp near G Gate.
- F. Tenants are NOT to place empty oil cans, oil filters, or fuel-contaminated hoses in any compactor or other container at BWI Marshall Airport. These items must be disposed of in the designated A-Frame empty oil can containers located at the North Cargo Ramp near G Gate or at the B-1 Ramp area and in accordance with all federal, State, and local environmental laws.
- G. Tenants are NOT to place cooking grease in any trash chute, compactor, or dumpster at BWI Marshall Airport. Cooking grease must be disposed of in the designated containers located next to Gate D-20 or at the B-1 Ramp area and in accordance with all federal, State, and local environmental laws.
- H. Please refer to the “Airport Community Tenant Guide for Trash and Cardboard Disposal” for procedures and locations (see attachment). Please follow this guide and disseminate to your employees as needed.

#### IV. **ENFORCEMENT**

The MDOT MAA will take all necessary actions to enforce the preceding procedures. If a violation is found, the MDOT MAA will hold the tenant responsible to correct the situation in an appropriate manner.

**ELECTRONIC COPY  
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AIRPORT OPERATIONS**

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Gregory W. Solek, Acting Director  
Office of Airport Operations



## TENANT DIRECTIVE

**Tenant Directive No.: BWI 401.1**

Distribution List: BWI A

Effective Date: July 1, 2021

Original Date: November 23, 2020

Revised: May 26, 2021

Approved by: \_\_\_\_\_

*Andrew D. Clark*  
Director, Office of Airport Operations

Date: \_\_\_\_\_

*5/27/2021*

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### STANDARD RATES AND FEES AT BALTIMORE/WASHINGTON INTERNATIONAL THURGOOD MARSHALL (BWI MARSHALL) AIRPORT

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#### Purpose

The purpose of this Directive is to publish the Standard Rates and Fees for FY 2022.

#### Reference(s)

#### Summary of changes

1. Section A Landing Fees
2. Section C Airline Space Rental
3. Section D Baggage Claim
4. Section E Boarding Device Fees
5. Section H Common Use
6. Section I Common Use Holdroom Fees
7. Section J Non-Airline Passenger Terminal Fees

#### Scope

Unless otherwise stated, all rates and fees are subject to adjustment on July 1 of each year. The Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA or Administration) may also implement a mid-year adjustment. It is the MDOT MAA's policy that space is leased in an "as is" condition. Improvements or modifications of leasehold areas to accommodate the special needs of tenants will not be undertaken at the Administration's expense.

This Directive supersedes BWI Marshall Airport Tenant Directive 401.1 dated November 23, 2020. **The rates in this Directive are effective July 1, 2021.**

#### Definitions

See page 6

#### Responsible Party:

Office of Commercial Management  
410-859-7921



## DIRECTIVE

### I. Directive Statement

#### A. Landing Fees

Aircraft	Fee per 1,000 lbs.	Minimum Fee
Signatory Airline	\$4.56	N/A
Non-Signatory with Agreement	\$5.70	N/A
Itinerant without Agreement	\$7.57	N/A
General Aviation	\$6.08	\$57

NOTE: Landing Fees are based on FAA Certificated Maximum Gross Landing Weight (MGLW) as established by the PASSUR Landing Fee Management Program. Based aircraft are exempt from landing fees whenever such aircraft are not used for revenue-producing purposes.

#### B. Aircraft Parking Fees

Aircraft Size	Daily, with Agreement	Daily, without Agreement
Extra Small Aircraft (less than 40,000 lbs)	\$50	\$70
Small Aircraft (40,000 – less than 80,000 lbs)	\$100	\$130
Medium Aircraft (80,000 - 300,000 lbs)	\$125	\$170
Large Aircraft (more than 300,000 lbs)	\$175	\$230

NOTE: There is a three-hour grace period before parking fees are charged. The parking fee is applied after three hours and for each 24-hour block time of occupancy. Aircraft parking fees are reset after each departure.

#### C. Airline Space Rental

Space	Signatory Airline per square foot per annum (psfpa)	Non-Signatory Airline psfpa
Ticket counter	\$182.00	\$227.50
Ticket counter kiosk	\$136.50	\$170.63
Passenger holdroom	\$136.50	\$170.63
Office with public access	\$136.50	\$170.63
Office with restricted access	\$109.20	\$136.50
Operations – air-conditioned	\$109.20	\$136.50
Commuter terminal holdroom	\$109.20	\$136.50
Operations - unfinished non-a/c	\$91.00	\$113.75
Bag makeup - unfinished non-a/c	\$91.00	\$113.75
Curbside check-in	\$91.00	\$113.75

Space	Signatory Airline per square foot per annum (psfpa)	Non-Signatory Airline psfpa
Ticket counter queuing	\$36.40	\$45.50

D. Baggage Claim – Non-FIS Deplaned Passenger and Pre-Cleared International

	With Agreement	Without Agreement
80%	\$1.65 per non-FIS deplaned passenger	\$2.06 per non-FIS deplaned passenger
20%	\$29,509 per non-FIS air carrier per month	

NOTE:

- 1) Federal Inspection Service (FIS).
- 2) The Baggage Claim Area Use Fees are charged monthly for the cost of providing Baggage Claim services at the Airport. Eighty percent (80%) is recovered based on deplaned destination passengers on flights using non-FIS baggage claim, and 20% is recovered based on the number of air carriers with non-FIS service at the Airport. Only air carriers handling 4,000 or more monthly deplaned destination passengers on flights using domestic baggage claim are assessed the 20% portion of the fee.

E. Boarding Device Fees

	With Agreement	Without Agreement
Boarding Devices – Preferential Use	\$3,843 monthly	N/A
Planemate – Inbound or outbound or inbound/outbound	\$100	\$125

F. Passenger Facility Charges - \$4.50 collected (14 CFR Part 158)

G. International FIS Fees

	With Agreement	Without Agreement
FIS Fee	\$7 per deplaned passenger	\$9 per deplaned passenger

NOTE: The FIS Area Fee is assessed to air carriers that have deplaned passengers using the FIS facilities.

H. Common Use

	With Agreement	Without Agreement
Ticket Counter (CUTE) (per position)	\$30 per hour, prorated in 20-minute increments	\$40 per hour, prorated in 20-minute increments
CUTE Kiosk Use (with non-CUTE ticket counter)	\$15 per departure	N/A



	<b>With Agreement</b>	<b>Without Agreement</b>
Boarding Device – FIS Arrivals Only	\$65 per arrival	\$81 per arrival
Outbound Baggage without CUTE ticket counter (per departure)	\$120 per departure	\$150 per departure
CUTE Equipment Use at leased gate	\$1,300 per month*	N/A
CUTE Equipment Use at leased ticket counter	\$650 per month per position*	N/A

\* Per month for any leased gate or ticket counter position that has MDOT MAA installed CUTE equipment but is leased preferentially by an airline.

NOTE: Common Use Terminal Equipment (CUTE)

I. Common Use Holdroom Fees

	<b>With Agreement</b>	<b>Without Agreement</b>
Commuter terminal with no boarding device	\$85	\$110
Aircraft with 99 seats or less and boarding device	\$230	\$290
Aircraft with 100 to 199 seats and boarding device	\$395	\$495
Aircraft with 200 seats or more and boarding device	\$560	\$700

NOTE:

- 1) Covers per turn, departure, or non-FIS Arrivals.
- 2) If parking longer than three hours, aircraft parking fees (Section B) apply in addition to the holdroom fee.

J. Non-Airline Passenger Terminal Fees

<b>Space</b>	<b>Rate psfpa</b>
Public counter/kiosk	\$185
Shop space – unfinished	\$140
Office with public access	\$140
Office with restricted access	\$110
Operations air-conditioned	\$110
Storage/operations unfinished non-air-conditioned	\$95
Public queuing space	\$40

K. Miscellaneous Fees

	Space	Fee
1.	Elm Road Air Cargo Building Non-air-conditioned warehouse space Air-conditioned office space Truck parking/ramp space/ground rent	\$11.69 psfpa \$16.96 psfpa \$1.35 psfpa
2.	Ground Handling Fee From companies having agreements with the MDOT MAA that grant those companies the right to provide ground handling and other technical services to tenant and non-tenant airlines at the Airport.	5% of gross revenue
3.	Airfield Ramp Space	\$1.35 psfpa
4.	Filming Location Fee Movie companies, television shows, etc., which are filmed on Airport property <sup>1</sup>	Up to 4 hours - \$430 4 to 8 hours - \$850 8 to 24 hours - \$1,280
5.	N/A	
6.	Fiber Optic Permit: For fiber optic installation and maintenance charges, please refer to the Division of Information Technology Standards & Specifications, S3 SOP and Policy, Section 7: <a href="http://www.marylandaviation.com/OTstandards/index.html">http://www.marylandaviation.com/OTstandards/index.html</a>	\$0.2221 per linear foot of permitted fiber optic cable per annum - paid in lump sum for the term
7.	Special Event Fees <sup>2</sup> : Land Rental	\$1.31 psfpa
8.	Terminal Conference Room Rental	\$56 per hour or any portion thereof
9.	Observation Gallery Rental <sup>3</sup>	Monday – Thursday: \$1,123 Friday – Sunday: \$1,690 Rates for up to 4 hours, prorated in 2-hour intervals

<sup>1</sup> For complex filming, location agreements must be negotiated with the MDOT MAA Filming Coordinator. Location fees include location/property rental and electrical power and water, if available. Any additional expenses incurred as a result of filming, as determined necessary by the MDOT MAA, will be reimbursed to the MDOT MAA. Such expenses may be necessary to ensure the safety, security, and smooth operation of the Airport. Compensation to the MDOT MAA employees required to work the filming over and above normal working hours will be reimbursed to the MDOT MAA.

<sup>2</sup> Any direct expenses incurred by the MDOT MAA as a result of holding a special event will be reimbursed to the MDOT MAA. Such expenses may include, but are not limited to, labor, cost of supplies, materials, security, etc.

<sup>3</sup> Requests for use must be made to Fraport Maryland (410-859-9201).



	Space	Fee
10.	Parking Lot Ground Rent Zone 1- Mathison Way/Overflow Lot #13/Pink Lot #14/ Midfield Lot #15 Zone 2 - Gold Lot #16 Zone 5 - Old ESP Lot A #5 and Old ESP Lot B #6 Zone 6 - Elkridge Landing Road Lot #9 and #10 Zone 7 - Ground Transportation Staging Lot #8 Zone 9 - East Employee Lot #12 Zone 10 - West Employee Lot #11  <i>Zones 3, 4, and 8 are not for lease.            All zones exclude utility costs. Utility costs are billed separately by MDOT MAA Accounting unless customer separately meters.</i>	\$1.1564 psfpa  \$0.7417 psfpa \$0.6619 psfpa \$0.7551 psfpa \$0.9900 psfpa \$0.6619 psfpa \$0.6578 psfpa
11.	Ground Service Equipment Buildings Building Rental Land Rental	GSEB #123, 129, 134 \$22.65 psfpa \$1.22 psfpa
12.	Ground Transportation - per trip fee	\$2.50 per trip inbound \$2.50 per trip outbound

II. Definitions

For the purposes of this Directive, the following words have the following meanings:

- A. Itinerant without Agreement means carriers operating at BWI Marshall Airport without a written Agreement; invoiced by an approved BWI Marshall Airport Ground Handling Services company.
- B. Non-Signatory with Agreement means carriers operating at BWI Marshall Airport with a written Agreement other than the Use and Lease Agreement; invoiced by the MDOT MAA.
- C. Signatory Airline means an air transportation company operating at BWI Marshall Airport that has a fully executed Use and Lease Agreement with the MDOT MAA; invoiced by the MDOT MAA.

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**ADDITIONAL AUTHORIZED DOCUMENTS**

Not applicable.

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**ADDITIONAL INFORMATION**

**Contact Information**

Patricia C. Hollar  
Office of Commercial Management  
410-859-7921  
phollar@bwiairport.com



# TENANT DIRECTIVE

BWI: 502.1  
DATE: Revised October 17, 1996  
DISTRIBUTION: A

TITLE: AIRPORT FUEL/OIL AND HAZARDOUS MATERIAL SPILL  
PROCEDURES AND LEGAL REPORTING RESPONSIBILITIES.

## I. REFERENCES:

- A. Code of Federal Regulations 40 CFR 355.
- B. Code of Maryland Regulations 26.10.01.
- C. Article 48 §181 and §183 of the Annotated Code of Maryland.
- D. This Directive supersedes BWI Tenant Directive 502.1, dated October 7, 1993.

## II. DIRECTIVE STATEMENT:

- A. This Directive is applicable to all tenants and users at Baltimore/Washington International Airport (BWI).
- B. This Directive establishes procedures applicable for the following:
  - 1. Fuel/oil and hazardous material response and reporting responsibilities.
  - 2. Containment and decontamination activities.
  - 3. Collection and disposal of contaminated materials.
  - 4. Reimbursement of Maryland Aviation Administration (MAA) for support services.
- C. This Directive explains the reporting requirements required by Maryland law.
- D. Airport tenants and users are responsible for all containment, decontamination and disposal activities for oil/fuel and hazardous materials spills/situations they create.
- E. MAA will provide limited spill containment support services on a charge-back basis.

- F. Airport tenants and users are responsible for the activities and actions of their employees and contractors.

III. PROCEDURES:

- A. All tenants and users whose activities involve fuel/oil and/or hazardous material shall:
1. Furnish the Airport Operations Center with a list of names of responsible persons and their business and non-work telephone numbers to be contacted for a fuel spill or hazardous material situations.
  2. Report all fuel spills and hazardous material situations, regardless of size, immediately to the Airport Operations Center (859-7018).
  3. Contain, collect, and dispose of the spilled material or obtain a commercial organization capable of providing effective remediation.
  4. Obtain a commercial organization to perform the containment and remediation/decontamination when BWI Fire Rescue Service determines that outside assistance is needed to contain and remediate the spilled material.
  5. Dispose of all contaminated sorbent material, fuel-soaked rags, and other materials must be properly disposed of. The spilled material and materials used for cleanup must be placed in approved containers with lids and disposed of by the tenant or user responsible for the spill.
  6. Submit copy of the Report of Spill report provided to Maryland Department of Environment (MDE) to the MAA Environmental Section of the Division of Maintenance.
- B. All tenants/users who create sewage spills shall:
1. Provide manpower and equipment for cleanup or obtain a commercial organization to clean up spill and remove and dispose of spilled materials.
  2. Not flush spilled sewage into storm drains.

3. Decontaminate all affected equipment.
  4. Dispose of all contaminated materials used to clean area.
- C. MAA Imposed Charges For Fuel Spills and Hazardous Material Situations.
1. Airport tenant will be charged the MAA standard rates and fees for all equipment, and materials that MAA may provide to contain the spill plus a 50 percent administrative fee.
  2. Should the MAA request the MDE's assistance because the Airport tenant has not promptly and appropriately controlled or rectified conditions constituting an emergency or a hazard, the MDE will charge the tenant for its services.

IV. Legal Requirements

- A. Maryland law (COMAR 26.10.01.03) requires that spills must be reported to MDE by tenant or user responsible for spill. To assure compliance with Maryland law, tenants and users must adhere to the following reporting requirements:
1. Notify MDE by phone within two hours of a spill. The MDE phone number is 333-2950 (days) and 974-3551 (evenings and week-ends). Airport tenant must report time of discharge; location of discharge; type of facility or vehicle involved; type and quantity of fuel/oil and/or hazardous material spilled.
  2. Send a report of spill to the MDE Oil Pollution Control Division, 2500 Broening Highway, Baltimore MD 21224 within ten (10) working days after the removal and remediation work has been completed. The report must be on the attached Report of Spill form or on company letterhead and include the following information: date, time, and place of spill; amount

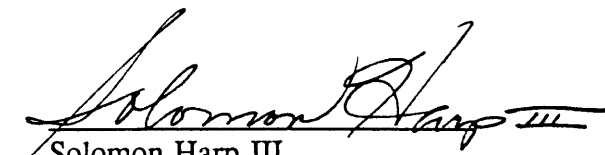


BWI Tenant Directive 502.1

October 17, 1996

Page Four

and type of oil spilled; a complete description of circumstances contributing to the spill; a complete description of containment, removal, and cleanup operations including disposal sites and costs of the operations; procedures, methods, and precautions instituted to prevent reoccurrence of an oil spill from the facility involved; and a certification that the information provided is true and correct to the knowledge of the person signing the report.

A handwritten signature in cursive script that reads "Solomon Harp III". The signature is written in black ink and is positioned above the printed name.

Solomon Harp III  
Director of Operations  
BWI Airport

SH/tmb

Attachment

# REPORT OF SPILL

013938

STATE OF MARYLAND  
DEPARTMENT OF THE ENVIRONMENT  
HSWMA - EMERGENCY RESPONSE PROGRAM  
2103 ANNAPOLIS ROAD  
BALTIMORE, MARYLAND 21230

24 Hour TELEPHONE:  
(410) 974-3551  
OFFICE TELEPHONE:  
(410) 333-2950

PURSUANT TO THE PROVISIONS OF STATE LAW AND REGULATION (COMAR 26.10.01.03) A PERSON WHO EITHER ACTIVELY OR PASSIVELY PARTICIPATES IN THE DISCHARGE OR SPILLING OF OIL SHALL REPORT THE INCIDENT IMMEDIATELY AND PREPARE A COMPLETED WRITTEN REPORT OF THE OCCURRENCE AND PROMPTLY SUBMIT IT TO THE ADMINISTRATION. THE WRITTEN REPORT MAY NOT BE USED IN ANY CRIMINAL CASE, EXCEPT AS A PROSECUTION FOR PERJURY OR FOR GIVING FALSE STATEMENT. THE ADMINISTRATION RESERVES THE RIGHT TO OBTAIN ANY FURTHER INFORMATION AS NEEDED.

ANSWER ALL QUESTIONS AND GIVE APPROPRIATE DETAILS. IF ADDITIONAL SPACE IS REQUIRED, ATTACH PAGES WITH THIS REPORT NUMBER INDICATED. RETURN TO THE ABOVE ADDRESS WITHIN 10 DAYS OF THE COMPLETION OF CLEANUP. PLEASE PRINT FIRMLY. USE A BALL POINT PEN. THIS REPORT MAY ALSO BE USED FOR MATERIALS OTHER THAN OIL.

A. Date of Spill: Mo. \_\_\_ / Day \_\_\_ / Yr. 19 \_\_\_

Time of Spill: \_\_\_ (Use 24-Hour Clock)

Fire Department Report No.: \_\_\_\_\_

Police Department Report No.: \_\_\_\_\_

B. Location of Spill (circle only one):

- 1) Contained on land
- 2) Entered surface waters (name stream, river, etc.): \_\_\_\_\_
- 3) Is below ground
- 4) Entered storm drain
- 5) Entered sanitary sewer

6) Street Address: \_\_\_\_\_

City: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

County: \_\_\_\_\_

C. Total Amount on Vehicle, Vessel or Tank:

Amount Spilled: \_\_\_\_\_ (estimate)

(indicate drums, gals., lbs., tons)

D. RESPONSIBLE PARTY:

1. PERSON(S) RESPONSIBLE FOR SPILL:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

2. COMPANY RESPONSIBLE FOR SPILL:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

3. Oil Operations Permit No.: \_\_\_\_\_

E. Type of Substance Spilled (circle one or more):

- 1) Gasoline
- 2) Jet Fuel
- 3) No. 2 Oil
- 4) IF Oil (No. 5)
- 5) Mineral Oil
- 6) Waste Oil
- 13) Hazardous Material (name & UN no.) \_\_\_\_\_
- 14) Other (must identify): \_\_\_\_\_
- 7) Kerosene
- 8) Diesel Oil
- 9) No. 4 Oil
- 10) No. 6 Oil
- 11) Bunker
- 12) Asphalt

F. Source of Spill (circle one):

- 1) Automobile
- 2) Truck
- 3) Tank Truck
- 4) Locomotive/Rail Car
- 5) Service Station
- 6) Watercraft (ship, barge, etc.) type: \_\_\_\_\_
- 7) Aviation
- 8) Drums
- 9) Transformer
- 10) Above Ground Tank
- 11) Underground Tank
- 12) Vehicle Tag #: \_\_\_\_\_ State: \_\_\_\_\_
- 13) Trailer Tag #: \_\_\_\_\_ State: \_\_\_\_\_
- 14) Other: \_\_\_\_\_

G. Cause of Spill (circle one or more):

- 1) Accident
- 2) Vandalism
- 3) Tank/Pipe Leak
- 4) Personnel Error
- 5) Mechanical Failure
- 6) Transfer Accident
- 7) Unknown
- 8) Other (explain): \_\_\_\_\_

H. Materials Used by You to Contain/Cleanup Spill:

- 1) Sorbent \_\_\_\_\_ bags
- 2) Sorbent Booms \_\_\_\_\_ booms
- 3) Sorbent Pads \_\_\_\_\_ pads
- 4) MDE Spill Trailer \_\_\_\_\_ tag #
- Other (specify): \_\_\_\_\_

I. Identify all Groups That Participated in Spill Mitigation:

- 1) State Agency: \_\_\_\_\_
- 2) County or City Agency: \_\_\_\_\_
- 3) Petroleum Industry: \_\_\_\_\_
- 4) Private Industry: \_\_\_\_\_
- 5) Cleanup Contractor: \_\_\_\_\_
- 6) Other: \_\_\_\_\_

Where were Waste Materials Disposed? (name landfill, contractor, etc.) \_\_\_\_\_

Person(s) Completing Report:

Name: \_\_\_\_\_ Company/Fire Dept.: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Signature: \_\_\_\_\_



MARYLAND DEPARTMENT  
OF TRANSPORTATION™

MARYLAND AVIATION  
ADMINISTRATION



2021

Permits Information Guide

Permits Section  
Office of Architecture  
Maryland Department of Transportation  
Maryland Aviation Administration  
P.O. BOX 8766  
BWI Thurgood Marshall Airport, MD 21240-0766  
Tel.: 410-859-7375





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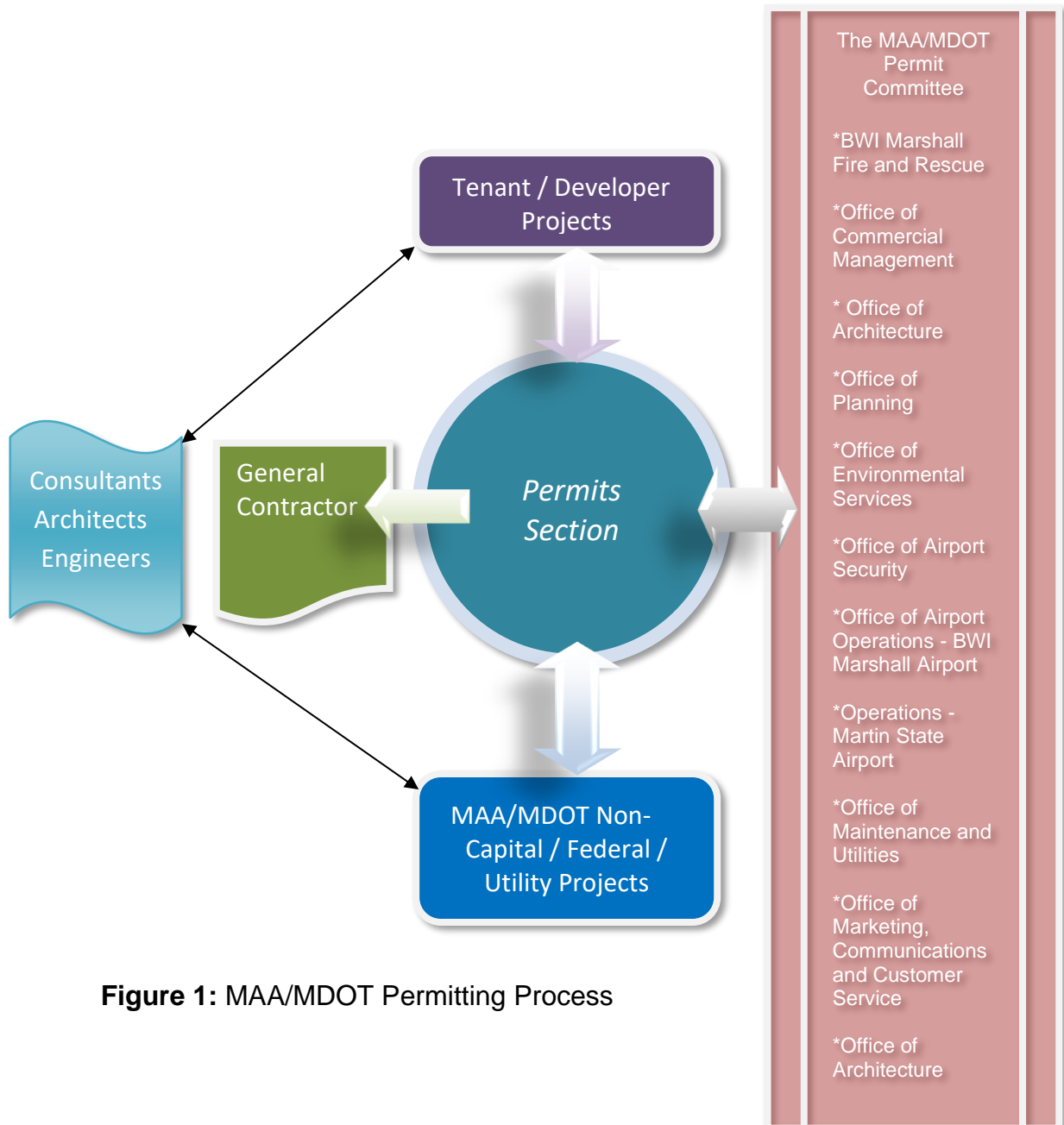
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# 1 INTRODUCTION

The Permits Section, a unit within the Maryland Aviation Administration (MAA/MDOT), established in accordance with Code of Maryland Regulations [COMAR .05.02.07.04B (1)] is the permitting authority for all tenant construction and installation projects at Baltimore/Washington International Thurgood Marshall Airport (BWI Marshall) and Martin State Airport (MTN). The Permits Section performs administrative work for the processing of permit applications, conducts inspections, and presides over the Permit Committee meetings which includes various MAA/MDOT departments or offices (See Figure 1: MAA/MDOT Permitting Process).



**Figure 1: MAA/MDOT Permitting Process**

## 2 TYPES OF PERMITS

The Permits Section processes three (3) types of permit applications, *Building Permits*, *Single Trade Permits*, and *Installation Permits*. Other MAA/MDOT departments issue construction related permits. These include but are not limited to:

- a. The BWI Marshall Fire and Rescue Department issues *Special Use Permits* for one or two-day events.
- b. The Office of Planning issues *Airport Zoning Permits (AZP)* for BWI Marshall and MTN projects as well as for other properties located within the Airport Zoning District (see Section 6.2).

See Section 3.4 for a listing of construction activities that are exempt from permitting requirements.

### 2.1 Building Permits

An MAA/MDOT Building Permit is required for all new construction, renovation, alteration, structural demolition or site improvement work on State-owned property under the jurisdiction of MAA/MDOT. Any installation that affects the existing electrical, mechanical, plumbing, or structural systems requires a Building Permit. As part of obtaining a Building Permit, approvals from the FAA, other federal and State regulatory agencies, and the Anne Arundel County Health Department may be required. (See Section 5 - ADDITIONAL PERMITS AND AUTHORIZATIONS.)

### 2.2 Single Trade Permits

An MAA/MDOT Single Trade Permit is required for minor projects including non-structural demolition or simple removal on or within facilities on State-owned property under the jurisdiction of MAA/MDOT, involving a single trade such as electrical, mechanical, plumbing, or fire protection. Single Trade Permits shall be obtained by a Maryland-licensed Master Electrician, HVACR Master, Master Plumber, or Sprinkler Contractor. Work shall meet the requirements of all applicable codes and regulations. For any work that requires more than one trade, the Applicant must apply for a Building Permit.

### 2.3 Installation Permits

An MAA/MDOT Installation Permit is required before placement or installation of new signs, carpeting, antennas, displays, fixtures, or equipment on or within facilities on State-owned property under the jurisdiction of MAA/MDOT. Installation Permit issuance does not relieve the Applicant from his/her responsibility for proper design as well as means and methods of installation. (See Section 5 - ADDITIONAL PERMITS AND AUTHORIZATIONS.)

## **2.4 Building, Single Trade and Installation Permit Exclusions**

Minor projects involving repair or replacement of worn-out, broken, or defective, components may be excluded from the requirement of a Building, Single Trade or Installation Permit, except for the installation or replacement of carpeting which requires an Installation Permit. The following is a list of projects that do not require Building, Single Trade, or Installation Permits:

1. Interior and overhead door replacements or repairs, including hardware. (Note: Existing fire rated door assemblies are to be replaced with equivalently rated, U.L. listed assemblies and hardware.)
2. Painting, papering, or tiling.
3. Replacement of ceiling system components (grid tiles, lights, diffusers, and return grills).
4. Repair, maintenance, and replacement of existing electrical equipment, fixture wiring, or internal components.
5. Repair, maintenance, and replacement of existing mechanical components.
6. Repair, maintenance, and replacement of existing interior pipes, interior drainpipes, interior waste or vent piping, interior valves, and water closets.
7. Maintenance of trees, shrubs, mulch, and landscaped beds.
8. Pothole repairs and crack sealing.
9. Capital Funded MAA/MDOT construction projects designed and managed by the MAA/MDOT Office of Engineering and Construction.

### **3 PROFESSIONAL SEAL REQUIREMENTS**

#### **3.1 Building Permit Professional Seal Requirements**

Architectural and engineering drawings shall be stamped with a current license seal and signed by a Maryland-licensed Architect or Professional Engineer. Each sheet shall bear the original seal and signature of the responsible Maryland registered Architect or Professional Engineer, as applicable. Digital signature by licensees are acceptable in accordance with COMAR 09.23.03.09.

Code of Maryland Regulations (COMAR 09.21.02.03) requires, in part, the following:

A licensee may sign or seal plans, specifications, drawings, reports, or other documents that are required to be signed and sealed pursuant to Business Occupations and Professions Article, §3-501, Annotated Code of Maryland, only if the following requirements are met:

- 1) The licensee is competent in the subject matter of those documents by virtue of education or experience, or both; and
- 2) The licensee either:
  - a) Personally, prepared the documents; or
  - b) Approved the documents.

#### **3.2 Title Block Requirements for Building Permit Drawings**

Code of Maryland Regulations (COMAR 09.21.02.04), partially quoted below, requires that all drawings submitted for a building permit review shall have the following:

- A. The name of the entity shall appear in the title block, either as a Partnership, Corporation, Limited Liability Company (LLC), or other appropriate entity. In addition, the title block shall contain a date, printed name, signature and seal of one of the directors of a corporation, general partners of a partnership or members of a limited liability company, who prepared or approved the documents in accordance with these regulations.
- B. The directors of a corporation, partners of a partnership, or members of a limited liability company through which architecture is practiced, may designate another employee of the entity to sign and seal the documents in accordance with the requirements set forth in these regulations if the designee:
  - (1) Is licensed in the State to practice architecture; and
  - (2) Prepared or approved the documents for a particular project in accordance with these regulations.

C. In addition, the title block shall contain the following certification:

“Professional Certification.

I certify that these documents were prepared or approved by me, and that I am a duly licensed *<insert Architect or Professional Engineer as appropriate>* under the laws of the State of Maryland, license number \_\_\_\_\_, expiration date \_\_\_\_\_.”

Title block, certification, seal, and signature shall appear in close proximity to each other.

### **3.3 Exclusions for Professional Seal**

Below are types of projects that require a Permit, but for which signed and sealed architectural/engineering drawings are not required:

- Installation of collision bollards.
- Fences less than six feet high.
- Sidewalks not part of accessible route.
- Portable heating appliances or cooling unit.
- Tiling, carpeting, built-in cabinets, and countertops.
- Wall mounted signage, unless determined by the Permits Section to pose a threat to public safety.
- **Single Trade Permits\***
- **Installation Permits\***

*\* The Permit Committee reserves the right to ask for sealed drawings or details from a professional architect or engineer if the project involves alteration to means of ingress/egress or there are other public safety considerations.*

## **4 PERMIT APPLICATION PROCESS**

### **4.1 Pre-Application Requirements**

#### **Non-Concession Projects:**

Tenants and subtenants, including federal, state and local agencies may submit progress drawings to the Permit Committee for a preliminary review. Approval of progress drawings does not mean that additional comments will not be made during the permitting phase.

#### **Concession Projects:**

Pre-application submissions are required for concession projects but are not considered part of the permitting process. The objective is to prepare applicants for the permitting process and to familiarize them with MAA/MDOT design requirements. Designs shall comply with Planning and Engineering Guidelines & Standards (PEGS) and Maryland Tenant Design Criteria, if applicable. In the event of a discrepancy between the two, Planning and Engineering Guidelines & Standards (PEGS) shall prevail unless agreed otherwise in writing.

#### **4.1.1 Project Submissions**

##### **4.1.1.1 New Concessions**

For all new build-out or new installation concession projects at BWI Marshall, a tenant or subtenant is required to submit 30% conceptual and design development drawings and specifications to the following MAA/MDOT Departments for preliminary review:

10. Office of Commercial Management
11. Office of Architecture
12. Office of Commercial Management
13. Office of Maintenance and Utilities
14. Fire Prevention and Inspection Division, BWI Marshall Airport
15. Other Departments and Agencies listed in Section 5, if applicable.

An on-site walk-through is required to review the actual location for any hidden or potential issues not easily recognized from the drawings.

At a minimum, each 30% conceptual and design development drawings submittal shall include a detailed scope of work, sketches/renderings of concept build-out and materials board, if applicable, copies of all equipment cut-sheets, any changes to the base building and any utility requirements. Tenants and subtenants are encouraged to review existing plans of adjacent level(s) to avoid conflict with critical MAA/MDOT infrastructure and shall verify existing utilities.

Submission of 100% drawings shall include Commercial Management Approval, HVAC, electrical and plumbing drawings for review, if applicable.

#### 4.1.1.2 Existing Concessions

For all redevelopment or renovation of existing concessions at BWI Marshall, each tenant and/or subtenant is required to submit 60% to 100% preliminary or design development drawings. At a minimum, each conceptual and design development drawings submittal shall include a detailed scope of work, sketches/renderings of concept build-out and materials board, if applicable, copies of all equipment cut-sheets, any changes to the base building and utility requirements.

#### 4.2 Application Requirements

All permit applications require submission of the following:

**Application Form:** Building Permit (MAA-179), Single Trade Permit (MAA-178) or Installation Permit (MAA-181). These forms can be found on the MAA/MDOT website: [Permits & Forms - Maryland Aviation Administration](#)

- **Construction Documents:** In addition to the electronic submission to the permit coordinator, the applicant shall also provide three (3) hard copy (paper) sets of construction documents (drawings, specifications,) including the location plan and scope of work. Building Permit construction documents shall be signed and sealed by a Maryland Licensed Architect or Professional Engineer. Additional construction document requirements for each type of permit are detailed under Section 5.3 through 5.5.
  - All construction documents shall comply with standard naming conventions and file formats outlined in the Design Standard. See Appendix A for links.
  - Electronic submissions are required to be in PDF format and separated by discipline

Electronic documents to be sent to:

Permit Coordinator, Tasha Martin  
[tmartin@bwiairport.com](mailto:tmartin@bwiairport.com)

MDOT FTP  
<https://sftp1.mdot.state.md.us>  
Username - permits  
The Password - permits.911  
(email Permit Coordinator after upload)

Hand-carried or courier deliveries are accepted at:

Maryland Aviation Administration  
ATTN: Permit Coordinator

991 Corporate Boulevard  
Linthicum, MD 21090

- **Construction License:** A Copy of a State of Maryland Construction License must be obtained on an annual basis from the Clerk of a Maryland Circuit Court. If the Contractor has not yet been selected, the Permits Section will withhold issuance of the permit until submission of the license.
- **Insurance Certificate:** See Section 9, INSURANCE REQUIREMENTS.
- **Other Permits or Authorizations:** See Section 6, ADDITIONAL PERMITS AND AUTHORIZATIONS.

#### 4.2.1 Application Fee

There is no application fee for Building, Single Trade, or Installation Permits.

#### 4.3 Building Permit Construction Documents

Drawings and Specifications that completely describe the scope of the project shall be provided. Construction drawings shall include but may not be limited to the following, if applicable:

- Cover Sheet with Location/Site Plan, Applicable Codes, and Code Data as required by MAA/MDOT PEGS
- Civil Drawings
- Architectural Drawings
- Structural Drawings
- Mechanical Drawings
- Plumbing Drawings
- Electrical Drawings
- Life Safety, Fire Protection Drawings

Fire-stopping details are typically required for all projects that require penetration through walls or floors, and Panel Schedules are required for any project requiring electrical work. See Appendix C for additional drawing requirements.

Shop Drawings and/or Product Data for Fire Alarm System, Fire Suppression System and Commercial Kitchen Fire Suppression Hood Design may be deferred but shall be submitted to MAA/MDOT and approved by MAA/MDOT prior to the start of construction. See Section 5.13 Deferred Submittals.

#### 4.4 Single Trade Permit Construction Documents



Drawings and Specifications that completely describe the scope of the project shall be provided. Construction drawings/sketches shall be drawn to scale and be provided using 11" x 17" or larger format.

Permit submission shall include the following, if applicable:

- Cover Sheet with Location/Site Plan and Applicable Code(s)
- Floor Plan(s)
- Mechanical Drawings
- Plumbing Drawings
- Electrical Drawings (including Panel Schedule)
- Firestopping Details
- Shop Drawings
- Product Data
- Copy of Trade License: Master Electrician, HVAC or Master Plumber

#### **4.5 Installation Permit Construction Documents**

Drawings and Specifications that completely describe the scope of the project shall be provided. Installation drawings/sketches shall be drawn to scale and be provided using 11" x 17" or larger format.

Permit submission shall include the following, if applicable:

- Cover Sheet with Location/Site Plan
- Floor Plan(s)
- Firestopping Details
- Mounting Details
- Trench Details
- Shop Drawings
- Product Data
- Flame Spread Rating(s)

#### **4.6 Resubmissions**

Upon issuance of plan review comments, the applicant will have one hundred-eighty (180) calendar days to submit revised plans or drawings. If there is no resubmission or response from the applicant during this period, the application will expire. The applicant will then have to file a new application with updated drawings.

The following shall be provided with each resubmission:

1. New Building, Installation, or Single Trade Permit Application form completed and signed.
2. Five (3) hard copy (paper) sets of revised documents including:

- Updated drawings with revisions shown “**clouded**” on the drawing and referenced by revision number in the drawing revision block.
- Copies of letters, manufactures cut sheets, calculations, etc., that were generated as a result of plan review comments.
- Comment Response Sheet with original comment(s) from plan reviewer(s) and architect or engineer’s response to each comment.

\*\*An electronic copy of all resubmitted documents must be emailed to the permit coordinator or uploaded to the MAA FTP site with notice to the Permit Coordinator.

#### **4.7 Permit Committee Function**

The function of the Permit Committee is to review applications for general compliance and conformance with applicable Codes, Regulations, MAA/MDOT PEGS and for compatibility of proposed work with the existing and planned facilities. The Permit Committee has the authority to render interpretations without waiving specific requirements of applicable Codes adopted by the State of Maryland. Interpretations of the Fire Code, or fire safety aspects of the Building Code, are reserved solely for the Fire Marshal. The issuance of comments or a permit creates no legal liability, expressed or implied, on the Permit Committee or Permits Section. It is the responsibility of the applicant, the designer of record, and the selected contractor to ensure that all construction or installation complies with the applicable codes, regulations, MAA/MDOT PEGS, and permit drawings approved for use in the field.

#### **4.8 Permit Committee Meetings**

Permit Committee meetings are held, by request, on Wednesday, except holidays. All materials required for the review and approval of applications must be submitted to the Permits Section and electronic files must be submitted to the Permits Coordinator by the Noon on Monday for inclusion on the next Permit Committee Meeting Agenda.

A Permit Meeting is not required but may be requested to explain the project prior to plan review or to discuss previously issued review comments. It is not necessary for an applicant to request a Permit Committee Meeting for a permit to be assigned for review. It is highly recommended that if an applicant elects to request a Permit Committee Meeting, that the applicant be accompanied by the architect or engineer of record.

Requests to appear before the Committee shall be delivered to the Committee Chairman at least three (3) business days prior to the meeting date. Contact the Permit Coordinator at 410-859-7375.

#### **4.9 Review Time**

New applications and resubmissions must be received by the Permits Section by the close of business Tuesday. Review periods begin on the Wednesday following receipt of the complete application or resubmission. The Permit Committee's review time does not include the time requirements of the FAA or other regulatory agencies.

Review periods are typically ten (10) business days for new submissions and five (5) business days for resubmissions. The Permits Section may extend the review period based on the complexity of the project.

Following the completion of a review, the Permit Coordinator or Permit Committee Chairman collects comments from the assigned document reviewers and e-mails the comments to the Applicant. Once review comments are issued, applicants are encouraged to contact each document reviewer directly to seek clarification or to agree on a workable solution. Contact information for each document reviewer is provided on the plan review comment letter to help facilitate the process.

#### **4.10 Approval Status**

Comments by each document reviewer are assigned one of the following designations, as follows:

- **Approved as Noted (AAN):** Comments shall be acknowledged by the applicant in writing. This confirms that the applicant will comply with comments before the permit can be issued. Additional comments may be provided on future resubmissions/clarifications.
- **Correct and Resubmit (C&R):** Applicant needs to correct drawings, specifications, and/or documents and resubmit. Additional comments may follow on future resubmissions.

#### **4.11 Appeals and Requests for Waiver**

If an applicant is aggrieved by comments issued by the Permits Section, made in the course of the administration of the rules for plan review adopted by the Maryland Aviation Administration under Code of Maryland COMAR 05.02.07.04B(1), the applicant may initially seek clarification from the plan reviewer whose comment is the subject of the grievance.

If the applicant is unsatisfied with the plan reviewer's response, the applicant may appeal to the Permit Committee Chairperson by submitting the Appeal/Waiver Request Form (MAA-098 - See Appendix A: Forms and Documentation) with necessary documents to support its position within twenty (20) calendar days from the date of issuance of the plan reviewers comments.

The Permit Committee Chairman will work with the Applicant and the plan reviewer to resolve the differences and will issue a determination within ten (10) calendar days from the date the Appeal/Waiver Request Form is submitted.

If the applicant is still unsatisfied, the applicant may appeal to the Chief Engineer, Division of Planning and Engineering, within ten (10) calendar days from the date the Permit Committee Chairman issues a determination on the grievance.

The Chief Engineer, Division of Planning and Engineering, will issue a determination on an appeal within ten (10) calendar days from the date the appeal is submitted. The Chief Engineer's determination shall be considered final.

#### **4.12 Issuance of Permit**

Once the Permits Coordinator and the Permit Committee are reasonably satisfied that an applicant has met all requirements, a permit is issued. Permit drawings are then stamped by MAA/MDOT's Fire Prevention Division, Fire and Rescue Department. Permits may be issued with written comments attached to the permit drawings. A copy of the permit and OFM approved drawings are provided to the applicant at a Pre-Construction Conference. These documents shall be kept on the project site until the completion of the project as required by the Building Code.

Issuance of a permit shall not preclude the Permits Section inspectors from requiring correction of work found to be in violation of applicable codes, regulations, or MAA/MDOT PEGS that pose a danger or are inconsistent with the approved permit set.

For BWI Airport only, a Project Security Plan, (See Appendix A: Forms and Documentation) must be completed and signed for by the Division of Airport Security before Pre-Construction Conference can be scheduled.

#### **4.13 Deferred Submittals**

The Permits Section requires complete construction documents, including shop drawings, at the time of permit application. The submissions listed below may be deferred until the design is complete. All deferred submittals shall be reviewed by the design professional who shall forward them, via the Applicant, to the Permits Coordinator or the Fire Marshal's office prior to construction/installation of the deferred item(s).

1. Fire alarm system drawings and product data
2. Fire suppression (sprinkler) design drawings
3. Commercial kitchen fire suppression hood design
4. Site Specific Safety Plan
5. Project Security Plan

## 5 ADDITIONAL PERMITS AND AUTHORIZATIONS

### 5.1 Tenant Information Advisory

A BWI Marshall Tenant Information Advisory (TIA) will convey information affecting tenants located at BWI Marshall for a limited duration. The applicant shall submit a TIA form to the MAA/MDOT Office of Airport Operations. The TIA should be written clearly and concisely and shall state the following:

1. Timeframe: days and hours of the work;
2. Who will be affected and how;
3. Location of the work; and
4. Scope of the project and the necessity.

TIA's shall be submitted at least ten (10) business days in advance to **Patricia Koehnlein, Office of Airport Operations at [pkoehnlein@bwiairport.com](mailto:pkoehnlein@bwiairport.com)** for processing with a copy to Ben Martinez, Office of Airport Operations, at [bmartinez@bwiairport.com](mailto:bmartinez@bwiairport.com).

### 5.2 Airport Zoning Permit

The purpose of the Airport Zoning Permit (AZP) is to identify land uses, obstructions, and wildlife attractants that are incompatible with Airport Operations. The AZP application shall be submitted for projects within a Certified Noise Zone and/or Airport Zoning District (the area defined by a four-mile radius of BWI Marshall or a three-mile radius of MTN). For any construction or modification that will increase the height, change the use, or alter the exterior finish of an existing structure, or create a new structure, the Applicant shall obtain an Airport Zoning Permit (MAA-010).

In addition, applicants may be required to file a Notice of Construction or Alteration (FAA Form 7460-1) requesting that the FAA perform an obstruction evaluation. This evaluation process typically takes approximately 60 days. If the proposed project is not identified on the FAA approved Airport Layout Plan (ALP) then a revision to the ALP is necessary. No construction may proceed until the FAA approval has been received. The ALP approval process can take from four (4) months to two (2) years, depending upon the nature of the project.

Permit issuance does not relieve the applicant from responsibility for proper design and construction of the project. Forms are available and applications are coordinated through MAA/MDOT Office of Planning.

### 5.3 Hot Work and Welding Permit

A Welding and Burning Permit (MAA-027A [BWI], MAA-027B [MTN]) is required for any work that involves welding, cutting or any task that would deplete oxygen, create toxic fumes and vapors, or create the potential for fire or explosion. This permit can be

obtained from the BWI Marshall Fire and Rescue Department which can be reached at 410-859-7511. At Martin State Airport (MTN), the Hot Work Permit can be obtained from the Airport Operations Office in the MTN Terminal, at 410-682-8831.

#### **5.4 Confined Space Authorization**

Confined Space is defined as a space that (a) is large enough and so configured that an employee can enter and perform assigned work; (b) has limited or restricted means for entry or exit; and (c) is not designed for continuous employee occupancy.

There are two types of Confined Spaces:

1. Non-Permit Confined Space: A Confined Space that does not contain or have the potential to contain any hazard capable of causing death or serious physical harm.
2. Permit Required Confined Space: A Confined Space that has one or more of the following characteristics:
  - a) Contains or has the potential to contain a hazardous atmosphere;
  - b) Contains a material that has the potential for entrapping, engulfing, or suffocating an entrant;
  - c) Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by floor which slopes downward and tapers to a smaller cross-section; and
  - d) Contains any other recognized serious safety or health hazard.

For Permit Required Confined Spaces, the Applicant should submit the completed Confined Space Entry forms **(MAA-017(A-J) - available in Appendix A)** to:

Maryland Aviation Administration  
Office of Safety, Training & Risk Management  
Kauffman Building  
1500 Amtrak Way  
Linthicum, MD 21090

#### **5.5 Trenching and Excavation Authorization**

Before any trenching and excavation work can proceed, the Contractor shall obtain a Utility Modification/Digging Authorization by submitting the form **(MAA-156)**. This part of the approval process is coordinated through the Permits Section inspection office at (410) 859-7951

The Contractor is responsible for and required to use an independent underground utility locating service to locate all utilities within the impacted area(s). The underground utility locating service shall provide certification that it has located all utilities in the impacted area(s). The Tenant and its Contractor shall not begin or make any excavation without first notifying the MAA/MDOT and every public service company which may have

underground facilities in the area(s) of the proposed work at least seventy-two (72) hours prior to the commencement of such work. In Baltimore and Anne Arundel Counties, the Contractor shall notify the public service companies of work intentions by calling MISS UTILITY at 1-800-257-7777.

The Tenant and any Contractor are to protect and maintain service for all the existing water and sewer lines, telephone lines, gas lines, electrical lines, etc. during the progress of the work. The Tenant and any Contractor shall be fully responsible for any and all damages to underground and aboveground utilities and facilities resulting from the installation and maintenance. The Tenant and his/her Contractor shall have available on-call specialty Contractors, such as electrical, plumbing, etc., to repair any damage to existing facilities that might occur as a result of construction operations regardless of when the damage might occur.

#### **5.6 Other Agency Approval: Permanent Food Service License and Change of Ownership, Anne Arundel County Department of Health (AACDH)**

The Anne Arundel County Department of Health is responsible for licensing and inspecting all facilities at BWI Marshall that prepare food for the public. The applicant shall obtain a Food Service Facility License from the County before the permit can be issued for such projects.

For additional information, please contact Anne Arundel County Department of Health at: <https://www.aahealth.org/food/> or

Anne Arundel County Department of Health  
3 Harry S. Truman Parkway  
Annapolis, MD 21401  
Phone: 410-222-7095

#### **5.7 Other Agency Approval: Liquor License, Anne Arundel County Liquor Board**

For all projects that involve selling of alcoholic beverages at BWI Marshall, the applicant shall obtain a Liquor License from the Anne Arundel County Liquor Board.

The Board has several classes or types of licenses, the information about which can be obtained by contacting:

Board of License Commissioners for Anne Arundel County  
Heritage Complex Building  
2660 Riva Road, #360  
Annapolis, MD 21401  
410-222-1810

Or visit: <http://www.aacounty.org/boards-and-commissions/board-of-license-commissioners/index.html>

## **5.8 Other Agency Approval: Federal Aviation Administration (FAA)**

Projects that may impact runways and taxiways require the following approvals prior to permit issuance:

1. Appropriate FAA environmental review for the proposed project including Tenant Certification.
2. State Clearinghouse Review/Approval of FAA's environmental finding/determination.
3. Other State and federal permits as appropriate (e.g., wetlands, stormwater management, sediment and erosion control, air quality, etc.)

At the earliest possible point in the project, FAA environmental review and all applicable approvals, shall be obtained and submitted in duplicate (2 copies) to:

Director, Office of Environmental Services  
Maryland Aviation Administration  
991 Corporate Blvd  
Linthicum, MD 21090

An accompanying transmittal letter shall include the project description, site location (map), whether the site is located on State property, whether any State or federal funding is associated with the project, and the project schedule along with all completed environmental forms and documented approvals to the MAA/MDOT Director, Office of Environmental Services. Upon completion of the review, the final submission will be forwarded to the FAA and Maryland State Clearinghouse for review and approval. This process may take from sixty (60) to one hundred-twenty (120) days to complete.

## **5.9 Other Agency Approval: Maryland Department of the Environment (MDE)**

The applicant is required to obtain additional permits from Maryland Department of the Environment (MDE), coordinated through the Permits Section, for projects that impact air and radiation management, waste management, and water management. Some projects may require additional approvals, permits, and operating plans to operate a facility once it has been constructed. Typical activities that would require permits include but are not limited to the following:

1. Air pollution sources that generally require State permits to construct: coating and painting operations, asphalt refurbishing, spray paint booth operations, fuel-burning equipment and the use of chemical processing equipment.
2. Air pollution sources that generally require State permits to operate: crushing equipment, VOC storage tanks, galvanizing operations, wood digesters, and pulverized material separators.
3. Permits that include petroleum storage and handling typically require oil operations permits. If total above ground storage is greater than 1,320 gallons or underground



storage is greater than 42,000 gallons then the applicant shall submit a Spill Prevention Control and Countermeasures (SPCC) plan prior to the facility becoming operational. Appropriate secondary containment structures will be required for above ground storage tanks.

4. Work involving construction, removal or abandonment of underground storage tanks.
5. Work involving the installation or abandonment of drinking water wells or environmental monitoring wells.
6. Sediment and Erosion Control and/or Stormwater Management Plan approval is required for any construction activity that disturbs 5,000 square feet or more of soil, or results in the excavation of 100 cubic yards or more of soil.

All contractors should review the Business Guide to Environmental Permits and Approvals that contain important information about the different types of permits, licenses and approvals issued by the Maryland Department of the Environment (MDE). Additional information regarding MDE Activity, Site and Equipment approvals may be found at [Permits & Forms - Maryland Aviation Administration](#)

Operating plans may be required including Facility Response Plans, Spill Prevention Control and Countermeasures (SPCC) Plans, and Stormwater Pollution Prevention Plans. Final copies of these plans shall be presented to the MAA/MDOT Environmental Compliance Section prior to startup of a new facility.

## **6 HAZARDOUS MATERIALS**

### **6.1 Asbestos**

The MAA/MDOT Environmental Compliance Section is responsible for the inspection, sampling, analysis, abatement and management of asbestos containing materials at BWI Marshall and Martin State Airport. The MAA/MDOT is required to comply with federal regulations including: 40 CFR 763, 29 CFR 1926.1101, National Emission Standards for Hazardous Air Pollutants (NESHAP), and the Asbestos Hazard Emergency Response Act (AHERA) rule. Additionally, the MAA/MDOT complies with State regulations regarding asbestos outlined in COMAR 26.11.21. The MDE also regulates how persons work with asbestos and train those who work with asbestos.

When asbestos fibers can easily be made into airborne dust, the material is known as friable. All friable asbestos from accessible locations within the BWI Marshall and MAA/MDOT owned satellite buildings were removed by 1988. However, some asbestos may be present behind walls or column covers, in floor tiles or mastics, and in other inaccessible places. When work is identified in a permit application that could impact or disturb asbestos containing material, the MAA/MDOT Environmental Compliance Section may perform an asbestos abatement project to remove such materials prior to construction. An applicant should contact the MAA/MDOT Environmental Compliance Section at 410-859-7806 early in the renovation planning process to help determine if asbestos abatement is required and allow time in the construction schedule for proper abatement. The MAA/MDOT Environmental Compliance Section reviews each permit application and project scope to determine if asbestos containing building materials could be impacted.

During the demolition phase of some projects, the MAA/MDOT Environmental Compliance Section may have a licensed asbestos inspector or management planner present. If materials are identified in this phase of a project, and if plans call for disturbing the asbestos containing material, an asbestos abatement project may be required. If it is safe to do so, the MAA/MDOT Environmental Compliance Section may decide to leave asbestos material that is not friable in place.

### **6.2 Lead Paint**

Lead-based paint is no longer used in residential settings (its use was banned in housing in 1978) but it may be used in non-residential applications that require superior corrosion protection or durability. Lead-based paint may also be found on structures that have since been re-painted (painted over) with non-lead paint. Lead-based paint may be present on outdoor painted surfaces such as curbs, bollards, road or runway markings, metal doorframes and doors.

The MAA/MDOT no longer uses lead-based paint. However, there are a number of older buildings, tenant spaces and structures that may have lead-based paint coated components. In 2018, MAA/MDOT extensively surveyed accessible painted surfaces in and on MAA/MDOT owned buildings at BWI Marshall and Martin State Airport for lead-based paint using an X-ray fluorescence device.

The MAA/MDOT attempts to identify permits that may disturb lead based paint and will perform encapsulation or abatement of these materials if required. It is also the duty of the contractor to immediately notify the MAA/MDOT Environmental Compliance Section when lead paint is encountered in the project area. The MAA/MDOT Environmental Compliance Section can be reached at 410-859-7806 during normal business hours.

### **6.3 Mold**

The MAA/MDOT Environmental Compliance Section is responsible for the inspection, sampling, analysis, and abatement of mold contaminated building materials at BWI Marshall and Martin State Airport. Mold evaluations are conducted in direct response to building occupant complaints of musty odors, damp or wet conditions, and/or a variety of health-related symptoms including allergic type reactions (difficulty breathing, general malaise, coughing/sneezing, etc.). MAA/MDOT also conducts mold evaluations preemptively in response to a known water intrusion event, such as localized flooding, pipe leakage, stormwater/sewer backup, etc. In addition, mold contaminated building materials can be encountered during the demolition phase of various projects.

Abatement of identified mold issues are addressed on a case-by-case basis.

If mold contaminated surfaces are encountered during the demolition phase of a project, the construction permit applicant and/or demolition contractor shall contact the MAA/MDOT Environmental Compliance Section at 410-859-7806 immediately upon encountering such surfaces to help determine if mold abatement activities such as those described above will be required.

## **7 APPLICABLE CODES, REGULATIONS AND STANDARDS**

All design and construction work shall comply with the Annotated Code of Maryland, Maryland Regulations, MAA/MDOT PEGS, Maryland Building Performance Standards (COMAR 05.02.07) and industry standards. In the event of a conflict, the most stringent requirement shall be followed.

### **7.1 PEGS**

1. MAA/MDOT PEGS apply to all projects on or within facilities on State-owned property under the jurisdiction of MAA/MDOT. These are available electronically at: [PEGS - MDOT-MAA Planning and Engineering Guidelines & Standards \(maryland.gov\)](#)
2. Maryland Tenant Design Criteria and Checklist requirements apply to all projects that are managed and constructed by The Airport Concessionaire and its subtenants.

### **7.2 Industry Standards**

The following are included by reference for compliance:

1. The American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. (ASHRAE) of the latest edition.
2. The Illuminating Engineering Society (IES) Lighting Recommendations.
3. Maryland Occupation Safety and Health (MOSH) Regulations
4. U S. Department of Labor, Occupational Safety and Health Administration (OSHA) Regulations

## **8 INSURANCE REQUIREMENTS**

As a condition of the Building/Installation Permit, the Applicant agrees to the following statement:

The Contractor shall, at its own cost, obtain and maintain such insurance as will protect it and the Maryland Aviation Administration and its employees on an occurrence basis and provide legal representation to address any claims for damages and personal injury which may arise from the operations under this Permit, whether such operations are performed by the Contractor or any subcontractor or by anyone directly or indirectly employed by them. The insurance shall cover claims arising solely in connection with this permit and shall not be subject to any degree of depletion as a result of claims arising in connection with other activities undertaken by the Contractor. Said insurance is to be issued with the Maryland Aviation Administration and its employees, as an additional insured, not as a named insured.

The Applicant shall have its insurance company complete the ACORD Certificate of Liability Insurance Form and submit the electronic copy with the permit application. Certificate holder shall read:

Maryland Aviation Administration  
Division of Planning and Engineering  
State of Maryland and Maryland Department of Transportation  
Attn: Permits Coordinator  
P.O. Box 8766  
BWI Marshall Airport, MD 21240

Also, all insurance liabilities have been confirmed with Nancy Krochmel and are correct.

### **8.1 General Liability Insurance (Non-Airfield Access)**

Comprehensive General Liability Policies for Bodily Injury and property Damage Coverage with the combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence for landside (job site location). The policy must be written on an occurrence basis (not claims made basis).

### **8.2 Automobile Liability Insurance (Non-Airfield Access)**

The liability insurance shall include comprehensive automobile liability insurance with a combined single limit of ONE MILLION DOLLARS (\$1,000,000.00) (including garage liability, all automotive equipment owned, operated, leased, hired, and non-owned) for bodily injury and property damage for each accident.

### **8.3 General Liability Insurance (Airfield Access)**

Comprehensive General Liability Policies for Bodily Injury and Property Damage Coverage with the combined single limit of not less than FIVE MILLION DOLLARS

(\$5,000,000) per occurrence for the Airfield Operations Area (AOA). The policy must be written on an occurrence basis (not claims made basis).

#### **8.4 Automobile Liability Insurance (Airfield Access)**

The liability insurance shall include comprehensive automobile liability insurance with a combined single limit of FIVE MILLION DOLLARS (\$5,000,000.00) (including garage liability, all automotive equipment owned, operated, leased, hired, and non-owned) for bodily injury and property damage for each accident.

#### **8.5 Worker's Compensation and Employer's Liability Insurance**

Workers' Compensation coverage shall be at statutory limits as required by the laws of the State of Maryland Aviation Administration and Employer's Liability Insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury.

## **9 INDEMNIFICATION**

As a condition of a Building, Single Trade or Installation Permit, the Applicant will assume all risks incident to, or in connection with, its Building, Single Trade or Installation Permit and shall be solely responsible for all damages or injuries to persons, property or the environment caused by its operations and shall indemnify, defend and hold harmless the State of Maryland, the Maryland Department of Transportation, the Maryland Aviation Administration, and their authorized officers, agents, employees and representatives from and against any and all claims, actions, suits, losses, expenses, or damages for injuries (including death) to persons, or damage (including destruction) to property or the environment, of whatsoever kind or nature, including any claims or fines assessed by any federal agency, or any State of Maryland agency, arising directly or indirectly from the manner or method employed by the Applicant, its authorized officers, agents, employees, customers, contractors, subcontractors, representatives and assigns in the performance of the work or resulting from any act or omission of the Applicant, its authorized officers, agents, employees, customers, contractors, subcontractors, representatives and assigns in connection with the Building, Single Trade or Installation Permit. Applicant further agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless the Maryland Aviation Administration, its authorized officers, agents, employees and representatives (including but not limited to the posting of bond and release of attachment) from and against any and all claims in any way connected with or arising out of the Building, Single Trade or Installation Permit and arising out of repair or maintenance work hereunder (including but not limited to attachments, liens, and levies, whether or not such claim is meritorious) made, filed or asserted by any party other than the Applicant against the Maryland Aviation Administration, its authorized officers, agents, employees or representatives.

## **10 PERMIT LIMITATIONS AND WORK WITHOUT A PERMIT**

### **10.1 Permit Expiration**

Unless permitted work commences within one hundred-eighty (180) calendar days, or if the work is left abandoned for one hundred-eighty (180) calendar days after the issuance of a permit, the Building, Single Trade, or Installation Permit will expire and become null and void. Upon request from the Applicant, the Permits Section, at its own discretion, may extend the Permit.

### **10.2 Transfer of Permit**

A permit is not transferable to another tenant unless approved by the Permits Section.

### **10.3 Suspension or Revocation of Permit**

The Permits Section reserves the right to suspend or revoke any permit if it determines that a permit was issued in error due to misinformation or if the issuance was in violation of State statutes, codes, regulations, or MAA/MDOT PEGS.

### **10.4 Work without a Permit**

No construction work may begin prior to the issuance of any Permit by the MAA/MDOT. Any work occurring without a Permit may have to be removed and the affected area restored to its original condition, at the tenant's expense, if so directed by the MAA/MDOT.



## **11 CONSTRUCTION PROCESS**

### **11.1 Pre-Construction Meeting**

Once the Applicant has received notice of permit approval, the Applicant is required to contact Inspections, in the Permits Section, to arrange a pre-construction meeting. The pre-construction meeting is attended by the Contractor, any subcontractor(s), Inspection staff, a Fire Marshal's representative and any other MAA/MDOT department(s) that has an interest in the project. A pre-construction meeting may not be required for minor Installation or Single Trade Permit projects. The following shall be provided by the Tenant and the Contractor to the Permit Coordinator prior to the pre-construction meeting:

1. Copy of Construction Schedule
2. Primary Contractor point of contact, list of subcontractors and copies of current Trade Licenses
3. List of Emergency Numbers
4. Approved Project Security Plan (PSP) with signatures (BWI Only)
5. Safety Plan

### **11.2 Work by More than One General Contractor**

Work will be carried out under the supervision of no more than one Primary Contractor. If the Owner/Tenant has hired more than one Contractor working simultaneously, the Owner/Tenant shall be deemed as the Primary Contractor and will be asked to provide the required construction license and insurance information for the entire job.

### **11.3 Work Hours**

Work deemed disruptive to airport operations shall be restricted to nighttime hours at the discretion of MAA/MDOT.

### **11.4 Staging Area**

If a staging area is needed, the Primary Contractor shall contact the MAA/MDOT Office of Airport Operations which may provide the staging area if it is available.

The Owner/Tenant and its Primary Contractor shall be responsible for security and maintenance of their staging areas at all times.

It is intended that equipment and materials needed for the construction will be stored in the designated staging area. Equipment and materials required at the work site(s) may be transported to those site(s) only as necessary to meet approved schedules. At the end of each working day, all equipment shall be withdrawn to the designated staging area and placed in an orderly fashion. Emergency exits and means of egress are to be

safeguarded against obstruction by equipment and materials during all periods of occupancy.

The Owner/Tenant and its Primary Contractor shall not utilize any area for storage or staging unless authorized by MAA/MDOT in writing. Utilization of any MAA/MDOT property for purposes not related to or inconsistent with the permitted project is prohibited and subject to immediate removal and restoration by the MAA/MDOT at Tenant's expense.

Staging areas and all areas used for storage of equipment or material shall be restored to their pre-existing original condition immediately upon completion of each phase of the project.

### **11.5 Construction Signs**

Construction signs shall consist of project name, Owner/Tenant and its Primary Contractor's identification, upcoming project announcement, or rendering.

Individual advertisement boards are not permitted, unless approved by the Permit Committee

### **11.6 Housekeeping**

Access to the work site will be agreed upon during the pre-construction meeting to minimize disruption. Within the Airport terminal buildings, the contractor shall provide floor mats at construction entrances and exits to prevent dust from traveling outside. For projects which require moving of heavy equipment across tile or carpeted floors, 3/4" plywood sheets may be required to protect the floor. The contractor shall clean all accidental spills immediately outside of the construction area and restore finishes to their original condition, within the confines of MAA/MDOT property, if damaged during construction or material transportation.

### **11.7 Inspections**

#### **11.7.1 Inspectors**

The Permits Section will assign an inspector(s) to monitor construction activities. Other inspectors from the Fire Marshal's Office, MAA/MDOT Utilities, Office of Planning and Environmental Services, or Risk Management may perform unannounced inspections.

#### **11.7.2 Permit Compliance**

The Permits Section inspectors will inspect and monitor work to help ensure compliance with permit drawings/documents, relevant codes and MAA/MDOT PEGS. However, observation of work by the designated inspector shall not relieve the Contractor of compliance with all applicable Codes and regulations, MAA/MDOT PEGS, permit drawings and specifications. Any installation that does not comply with the permit requirements is subject to removal by the MAA/MDOT at the Tenant's expense. It is the

Tenant's responsibility to arrange and pay for construction management services to help ensure compliance with contract documents.

### **11.7.3 Stop Work Order**

The Permits Section inspectors and the OFM may issue a "STOP WORK ORDER" on projects initiated without a permit or if work is being performed in a dangerous or unsafe manner. The Stop Work Order shall remain in effect until the cause(s) of the Stop Work Order has been satisfactorily resolved.

### **11.8 Revisions During Construction**

Once the permit has been issued, major changes to layout, finishes, and structural elements shall be submitted in the form of addenda (revised drawings, sketches, specifications) to the Permit Committee for approval before commencing work. Revisions shall be marked (clouded) with a revision note and signed and sealed by the architect or engineer of record. For minor revisions, the Permits Section may allow revisions to be submitted via email in portable data file (.pdf) format for review prior to formal submission and approval.

### **11.9 Safety and Security Requirements**

For safety and security requirements during construction, please see Appendix B: Supplemental Requirements.

### **11.10 Application Closeout**

#### **11.10.1 Final Inspection**

Once the project is substantially complete, the Tenant's Contractor and/or agent shall submit a written request, either by fax or by email, to the Permits Section inspectors to request a final inspection at least three (3) days in advance of the requested date.

Upon recommendation from the designated inspector, the Permits Section will arrange the final inspection meeting on the work site, to be attended by Inspections staff, the Fire Marshal or a representative, and other MAA/MDOT departments that have an interest in the project. The Tenant shall ensure that the Contractor and appropriate subcontractors are available to answer questions, test systems and provide access as necessary. At the meeting, a Compliance Report shall be signed by the Inspections and the Fire Marshal's office or a punch-list will be created in the presence of the Contractor. If the punch-list consists of minor items, the inspector shall recommend to the Fire Marshal or a representative to grant a conditional occupancy permit.

Inspection of the work shall not relieve the Contractor of responsibility to comply with applicable codes and regulations, MAA/MDOT Standards, permit drawings and specifications.

#### **11.10.2 Supplemental Requirements Records Drawings**

Within seventy (70) days of the Final Inspection, the Tenant shall provide a set of Record Drawings in hardcopy and AutoCAD as well as .pdf format drawings on CD/DVD to the permit coordinator. The Record Drawings shall incorporate all layout, dimension and note changes that were made since the issuance of the permit to allow the use of these drawings as base drawings for future renovations. The CD/DVD shall be clearly labeled with the company name, project title, permit number, and date of CD/DVD preparation. The AutoCAD drawings shall follow MAA/MDOT Computer Aided Design (CAD) standards as found in the current DST.

If Record Drawings are not received by an applicant in a timely manner, the MAA/MDOT, at its discretion, may not issue another permit to the same tenant until the satisfactory receipt of all such documents.

## **Appendix A: Forms and Documentation**

**MAA/MDOT Web site:**

[Permits & Forms - Maryland Aviation Administration](#)

**Registered AIRPortal Users**

<http://www.airportal.maa.maryland.gov>

**Planning and Engineering Guidelines**

[PEGS - MDOT-MAA Planning and Engineering Guidelines & Standards \(maryland.gov\)](#)

**Add PSP**

## **Appendix B: Supplemental Requirements**

### **B.1 Badging Requirements**

Generally, BWI Marshall prefers that all individuals working in a restricted area successfully complete a fingerprint based Criminal History Record Check, a Security Threat Assessment, and be trained and tested prior to being issued a BWI Marshall Identification/Access Badge. It is understood that some individuals will not be able to successfully complete a Criminal History Record Check due to the presence of disqualifying crimes as defined by the Transportation Security Administration. These employees are permitted to work in a restricted area but must be under continuous escort by a badge holder with escort authority.

### **B.2 Restricted Areas**

BWI Marshall requires that the Primary Contractor develop and submit a Project Security Plan for approval to the BWI Marshall Security Division for all work performed within one of the Airport's Restricted Areas. The Project Security Plan must include all work performed by the Primary Contractor and all subcontractors that were hired under each separate MAA/MDOT contract. The Project Security Plan shall be submitted for review and approval thirty (30) calendar days prior to commencement of work to allow the Airport Security Division time to submit a changed condition request to the Transportation Security Administration for approval (49 CFR 1542.107D). It must detail all measures that the Primary Contractor will undertake to implement the following:

- A. Identify a Security Liaison for each work site who will be responsible for ensuring compliance by all Primary Contractor and subcontractor personnel to all Airport Security Division and Transportation Security Administration security rules and regulations. Each work site's Security Liaison (or a designated alternate) shall be present at the work site at all times while work is in progress and be available to respond to the Airport Security Division or Transportation Security Administration or their authorized representatives upon demand. The Project Security Liaison shall be available by telephone during non-working hours for the entire duration of the subject MAA/MDOT contract.
- B. Issue all non-badged personnel under escort hard hats of a single uniform red color and all Contractor personnel, acting as escort, shall have hard hats of a separate, single uniform blue color. All other personnel may use any color hardhat except red and blue.
- C. Procure and deploy all fencing, gates, and barriers indicated in the Project Security Plans for the purpose of enveloping, enclosing and securing the work site during both working and non-working hours (see Attachment 1).
- D. Identify the number of BWI Marshall ID badge holders with Escort Authority that will be responsible for escorting non-badged employees. Escorts may be conducted by the Contractor's own personnel (with Escort Authority), an Airport

Security Division Approved Private Security Contractor or by the current Airport Security Contractor; however, all escort related costs, of both equipment and personnel, is the sole responsibility of the Primary Contractor. Under normal circumstances, one (1) badge holder with Escort Authority may escort no more than five (5) non-badged workers. Contractor personnel acting as escorts for non-badged personnel shall have no other work-related responsibilities while performing escort duties.

- E. All Contractor self-propelled equipment and machinery shall be inspected and shall display a valid airfield registration decal. All other (unregistered) vehicles shall remain under continuous escort while in the work site and while traveling in the restricted areas or to and from the work site.
- F. An airfield registered vehicle, driven by a badge holder with appropriate Escort, Power Gate and AOA driving privileges, shall lead all escorted unregistered vehicles, while in any restricted area, to and from the work site at all times and in accordance with established escorting procedures. For convoys of five (5) or more vehicles in number, a second airfield registered vehicle shall be provided by the Contractor to exercise control of the rear of the convoy. The second vehicle shall also be driven by an authorized badge holder with Escort, Power Gate, and AOA driving privileges.
- G. All work requiring access through a non-power/unguarded perimeter gate shall be included in the Project Security Plan. Otherwise, a written amendment to the Project Security Plan shall be submitted for approval to the Airport Security Division a minimum of thirty (30) calendar days prior to the commencement of such work. All non-power/unguarded perimeter gates used by escort vehicles and equipment into any of the Airport's restricted areas shall be staffed by Airport Security Contractor personnel. A minimum of three Airport Security Contractor officers shall be present at each perimeter gate being utilized in order to conduct the required searches and logging-in of escorts for both vehicles and individuals. All costs related to Airport Security Contractor personnel and equipment needed to comply with the security requirements of the Airport Security Division for use of non-power/unguarded perimeter gates are the sole responsibility of the Primary Contractor.
- H. All work performed within ten feet (10') of the security perimeter fence shall be included in the Project Security Plan. Otherwise, a written amendment to the Project Security Plan shall be submitted for approval to the Airport Security Division a minimum of thirty (30) calendar days prior to the commencement of such work. If, at any point, the work being performed requires the opening, re-positioning or dismantling of any portion of the security perimeter fence where access into the airport's restricted area may be gained, the Contractor shall provide an adequate number of security Contractor personnel to maintain security at the work site as determined by the Airport Security Division. If any damage to the security perimeter fence is discovered at any time during the project, the Contractor shall immediately notify Airport Operations at 410-859-7018 and make arrangements to provide Airport Security Contractor personnel

to maintain security at the work site of the damage until the damage is repaired by the Contractor and inspected and approved by the Airport Security Division.

- I. The Primary Contractor should make provisions to obtain BWI Marshall ID badges for all Contractor personnel working on the project at least three weeks prior to the commencement of work. All individuals who require access into the restricted areas and who are, or believe they will be, unsuccessful in obtaining a BWI Marshall ID badge shall remain under close and continuous escort at all times while in the restricted areas in accordance with D above. All escorted construction personnel shall also provide to the Airport Security Division his/her full name, date of birth and social security number, as required by the Airport Security Division for screening purposes, at least seven (7) calendar days prior to actual date the escort is to be conducted. The information will be utilized to run the individual's name against the Federal "No-Fly/Selectee List".

Individuals will be issued an Escort Badge after successful comparison against the No-Fly/Selectee List. Individuals with a positive hit on the No-Fly Selectee List will be denied escorted access into a restricted area until they have successfully cleared their names from the No-Fly/Selectee List.

### **B.3 Non-Restricted/Public Areas**

Work performed inside or within three hundred feet (300') of the BWI Marshall Main Terminal Building and other public areas within ten feet (10') of the security perimeter fence described below requires that the Primary Contractor develops and submits a Project Security Plan for approval by the BWI Marshall Airport Security Division. The Project Security Plan is developed and submitted by the Primary Contractor to include all work performed by the Primary Contractor and all Subcontractors hired under each separate MAA/MDOT contract. The Project Security Plan shall be submitted for review and approval to the MAA/MDOT Airport Security Coordinator within thirty (30) calendar days prior to the commencement of work and shall detail all measures the Primary Contractor will undertake to implement the following:

The Primary Contractor shall identify a Security Liaison for each work site who will be responsible for ensuring compliance by all Primary Contractor and subcontractor personnel to all Airport Security Division and Transportation Security Administration security rules and regulations. Each work site's Security Liaison (or a designated alternate) shall be present at the work site at all times while work is in progress and be available to respond to the Airport Security Division or TSA or their authorized representatives upon demand. The Project Security Manager shall be available by telephone during non-working hours for the entire duration of the subject MAA/MDOT contract.

All work performed within ten feet (10') of the security perimeter fence shall be included in the Project Security Plan. Otherwise an amendment to the Project Security Plan shall be submitted for approval to the Airport Security Division a minimum of thirty (30) calendar days prior to commencement of work. If, at any point, the work being performed requires the opening, re-positioning, or dismantling



of any portion of the security perimeter fence where access into the Airport's Restricted Areas may be gained, the Contractor shall provide an adequate number of Private Security Contractor or Airport Security Contractor personnel and equipment to maintain security at the work site as determined by the Airport Security Division. If any damage to the security perimeter fence is discovered at any time during the project, the Contractor shall immediately notify Airport Operations at 410-859-7018 and make arrangements to provide Private Security Contractor or Airport Security Contractor personnel to maintain security at the work site of the damage until the damage is repaired by the Contractor and inspected and approved by the Airport Security Division.

All work that requires a Contractor to park its work vehicles, or other self-propelled equipment, within three hundred feet (300') of the BWI Marshall Main Terminal Building shall obtain a Construction Vehicle Permit prior to commencement of work. These permits are issued to Contractors named in the Authorized Contractors List. Each vehicle belonging to the Contractor shall obtain a separate permit. Permits are issued based on the length of time for which they are required and expire either daily or monthly. Vehicles are inspected at Gate A and issued the permit for the appropriate length of time. The Contractor shall designate and maintain an individual to remain with the permitted vehicle(s) at all times while within three hundred feet (300') of the BWI Marshall Main Terminal Building.

#### **B.4 Safety Requirements: Airfield Area**

1. For all projects within the airfield, the Contractor shall comply with FAA AC 150-5370-2F. In addition, the Contractor shall acquaint its supervisors and employees with the Airport activity and operations that are inherent to BWI Marshall and shall conduct its construction activities to conform to all routine and emergency air traffic requirements and guidelines for safety specified herein.
2. The Contractor shall not allow employees, subcontractors, suppliers, or any other unauthorized person to enter or remain in any Airport area that would be hazardous to persons or to aircraft operations.
3. The Contractor shall be aware of the following types of safety problems and/or hazards:
  - a) Trenches, holes, or excavations on or adjacent to any open runway or in safety areas.
  - b) Unmarked/unlighted holes or excavation in any apron, open taxiway, open taxi lane, or related safety area.
  - c) Mounds or piles of earth, construction materials, temporary structures, or other objects in vicinity of the open runway, taxiways, taxi lanes, or in a related safety, approach, or departure area.

- d) Vehicles, equipment, excavations, stockpiles, or other materials that could degrade or otherwise interfere with electronic signals from radios or NAVAIDs.
- e) Unmarked utility, NAVAID, weather service, runway lighting, or other power or signal cables that could be damaged during construction.
- f) Objects (whether or not marked or flagged) or activities anywhere on or in the vicinity of Airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
- g) Unflagged/unlighted low visibility items (such as tall cranes or drills) anywhere in the vicinity of active runways, or in any approach or departure area.
- h) Misleading or malfunctioning obstruction lights or unlighted/unmarked obstructions in approach to any open runway.
- i) Inadequate approach/departure surfaces (These surfaces are needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas.)
- j) Inadequate, confusing, or misleading (to user pilots) marking/lighting of runways, taxiways or taxi lanes (including displaced or relocated threshold).
- k) Water, snow, dirt, debris, or other transient accumulation which temporarily obscures pavement marking or pavement edges or derogates visibility of runway/taxiway marking or lighting, or of construction and maintenance areas.
- l) Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of airport operations area.
- m) Trash or other materials with Foreign Object Debris (FOD) potential, whether on runways, taxiways, aprons, or in a related safety area.
- n) Inadequate barricading or other marking to separate construction or maintenance areas from open aircraft operating areas.
- o) Failure to control vehicle and human access to, and nonessential non-aeronautical activities in, active aircraft operating areas.
- p) Failure to maintain radio communication between construction/maintenance vehicles and Airport Traffic Control Tower (ATCT).
- q) Construction/maintenance activities or materials which could hamper the response of aircraft rescue and firefighting equipment from reaching all aircraft or any parts of the runway/taxiway system, to runway approach and departure areas, and to aircraft parking locations.

- r) Bird attractants such as edibles (food scraps, etc.) or other miscellaneous garbage, other trash, or ponded water on the Airport.
4. The Tenant and its Contractor are responsible for safety and health on the project. The Tenant and its Contractor shall conduct activities so as not to violate any safety requirements in applicable federal, State, and local regulations or the standards contained herein. The Primary Contractor shall inspect all construction and storage areas as often as necessary to be aware of conditions, and promptly take all steps necessary to prevent/remedy any unsafe or potentially unsafe conditions or activities discovered.
  5. If the MAA/MDOT representative becomes aware of any conditions that pose a serious or imminent danger to the health or safety of the public or MAA/MDOT personnel, the MAA/MDOT representative shall notify the Primary Contractor orally and send a written confirmation and request immediate corrective action. This notice, when delivered to the Primary Contractor or the Primary Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required immediately.
  6. After receiving the notice, the Tenant and its Contractor shall immediately take corrective action. If the Tenant and its Contractor fails or refuses to promptly take corrective action, the MAA/MDOT may issue an order stopping all or part of the work until satisfactory corrective action has been taken.
  7. At no time shall the Tenant and its Contractor be relieved of the responsibility to be aware and immediately correct any unsafe conditions. Before actual commencement of construction activity, the Primary Contractor shall, through MAA/MDOT Operations, give notice, using the NOTAM system, of proposed time and date of commencement of construction as well as the length and duration of the work in such areas. Upon completion of work and return of all such areas to standard conditions the Primary Contractor shall, through MAA/MDOT Operations, give notice, using the NOTAM system, of completion of construction.
  8. All Contractor's vehicles that are authorized to operate on the Airport outside of the designated construction area limits or haul routes as specified and in the active Airport Operations Area shall display in full view above the vehicle a 3' x 3' or larger, orange and white checkerboard flag, each checkerboard color being square. Any vehicle operating in the active Airport Operations Area during the hours of darkness shall be equipped with a flashing amber (yellow) dome-type light, mounted on top of the vehicle and of such intensity to conform to local codes for maintenance and emergency vehicles.
  9. Radio communications are required between the Contractor's representative and the Air Traffic Control Tower. Radio contact is required at all times while the Contractor has personnel and equipment on the work site and while they are in an active Airport Operations Area of BWI Marshall. Radios shall be furnished by the Contractor and shall be capable of transmitting and receiving at a ground

frequency of 121.9 MHZ for BWI Marshall. Sufficient radios shall be on the work site and operating at all times so that instructions or communications may be dispatched to all crews and/or equipment working in an active Airport Operations Area within one minute after receipt from the Air Traffic Control Tower.

10. Debris, waste and loose material (including dust and dirt) capable of causing damage to aircraft landing gear or propellers or being ingested in jet engines shall not be allowed on active aircraft movement areas or adjacent grassed areas. Materials observed to be within these areas shall be removed immediately and/or continuously by the Contractor during construction.
11. The Tenant and its Contractor shall furnish, at their own expense, flagmen as necessary to control their traffic in accordance with these specifications unless otherwise directed by the MAA/MDOT's representative, in which case the direction of the MAA/MDOT's representative shall be followed.
12. All Contractor's vehicles that are required to cross active runways, ramp areas, taxiways and aprons shall do so under the direct control of a competent flagman who is in direct radio contact with the Air Traffic Control Tower. All aircraft traffic on runways, ramp areas, taxiways and aprons shall have priority over Contractor's traffic. Radios shall be supplied by The Tenant and its Contractor and shall be capable of transmitting and receiving at a frequency of 121.9 MHZ for BWI Marshall.
13. Where project access requires travel on or across runways, ramp areas, taxiways, or aircraft aprons, all personnel shall keep such surfaces clear of debris. At no time shall the Contractor's vehicles or personnel be allowed to enter or cross active runways or clear zones without proper authorization obtained through ground control.
14. Open flame, welding or torch cutting operations are prohibited unless adequate fire and safety precautions have been taken and the procedure previously permitted by the MAA/MDOT and the Office of the Fire Marshal.
15. Equipment and stockpiled material shall be constrained in a manner to prevent movement resulting from aircraft jet blast or wind conditions.
16. The Contractor shall provide timber or bucket type construction barricades with flashing yellow lights as shown on the drawings or directed by the MAA/MDOT to delineate the work areas when these areas are closed to airport traffic. Open trenches, excavations and stockpiled material located in the Airport Operations Area shall be prominently marked with aviation orange flags and lighted by approved light units during hours of restricted visibility and darkness.
17. All materials and equipment when not in use shall be placed in approved areas where they will not constitute a hazard to aircraft operations and not penetrate clearance surfaces defined in Federal Aviation Regulation, Part 77 (14 CFR, Part 77).

18. The Contractor shall adhere to the requirements of FAA Order EA 5210.1, "Safety Requirements on Airports During Construction," current edition and Advisory Circular 150/5370-2C, "Operational Safety on Airports During Construction." Where Part 77, EA 5210.1 and Advisory Circular 150/5370-2C are in conflict, the most restrictive requirement shall be met.
19. Maximum equipment height shall not exceed twenty (20) feet unless prior approval is obtained from the MAA/MDOT.
20. Debris, waste and loose material (including dust and dirt) capable of causing damage to aircraft landing gear, propellers, or being ingested in jet engines shall not be allowed on active aircraft movement areas or adjacent grassed areas. Materials observed to be within these areas shall be removed immediately and/or continuously by the Contractor during construction.
21. Upon completion of any stage/phase of the work the MAA/MDOT will arrange a physical inspection with Airport operations personnel prior to opening for aircraft use any runway, taxiway, ramp area or Airport roadway that has been closed for work, on or adjacent thereto, that has been used for a crossing point or haul route by the Contractor.
22. Entrance to the airfield is subject to strict security regulations. All personnel entering the airfield shall obtain and display security identification badges. All vehicles shall have and display special permits issued by the Maryland Aviation Administration.
23. The Primary Contractor shall be responsible for assuring that all their employees who have unescorted access to the airfield, have background checks, including at a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding five (5) years.
24. The smoking or carrying of lighted tobacco or other products is strictly prohibited on the airside of the Airport. Failure to comply may result in fines and/or suspension of individual security badges. If the MAA/MDOT becomes aware of any conditions that pose a serious or imminent danger to the health or safety of the public or MAA/MDOT personnel, the MAA/MDOT representative shall notify the Tenant or its Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Tenant or its Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.

## **B.5 Existing Utilities**

1. The Tenant and its Contractor shall not begin or make any excavation without first notifying the MAA/MDOT and each public service company which may have underground facilities in the area(s) of the proposed work at least seventy-two (72) hours prior to the commencement of such work. In Baltimore and Anne Arundel Counties, the Contractor shall notify the public service companies of work intentions by calling MISS UTILITY at 1-800-257-7777.
2. The Contractor shall notify and receive approval from the MAA/MDOT in writing seven (7) days in advance of any utility shut down that will affect the normal operations at BWI Marshall. Utility shut downs shall only be allowed at night and during hours determined by the MAA/MDOT (normally between 11:00 pm to 5:00 am). The Contractor shall provide the MAA/MDOT with the type of utility and anticipated duration of shut down and specific area(s) that will be affected as a result of this work.
3. The Tenant and his/her Contractor are to protect and maintain service for all the existing water and sewer lines, telephone lines, gas lines, electrical lines, etc. during the progress of the work.
4. The Tenant and his/her Contractor shall be fully responsible for any and all damages to underground and aboveground utilities and facilities resulting from the installation and maintenance.
5. The Tenant and his/her Contractor shall have available on-call sufficient specialty Contractors, such as electrical, plumbing, etc., to repair any damage to existing facilities that might occur as a result of construction operations regardless of when the damage might occur.

## **Appendix C: Drawing Checklist**

**Download from MAA/MDOT Web site:**

[Permits & Forms - Maryland Aviation Administration](#)

## **Appendix D: ABBREVIATIONS AND DEFINITIONS**

### **D.1 ABBREVIATIONS**

AACDH	Anne Arundel County Department of Health
ACORD	Agent-Company Organization for Research and Development
AHERA	Asbestos Hazard Emergency Response Act
AHJ	Authority Having Jurisdiction
AIC	Ampere Interrupting Capacity
ALP	Airport Layout Plan
AM	Morning
AAN	Approved as Noted
ANSI	American National Standards Institute
AOA	Airport Operations Area
APP	Approved
ASD	Airport Security Division
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASRU	Aviation Security Regulatory Unit
ATCT	Airport Traffic Control Tower
AZP	Airport Zoning Permit
BAZA	Board of Airport Zoning Appeals
BFP	Back Flow Preventer
BGE	Baltimore Gas and Electric
Bldg.	Building
BMS	Building Monitoring System
BP	Building Permit
BTUH	British Thermal Units per Hour
BWI Marshall	Baltimore/Washington International Thurgood Marshall Airport
C&R	Correct and Resubmit
CAD	Computer Aided Drafting
CD	Compact Disk
CFR	Code of Federal Register
CHRC	Criminal History Record Check
COMAR	Code of Maryland Regulations
CPR	Cardiopulmonary Resuscitation
DDC	Direct Digital Control
DEC	Division of Environmental Compliance
DLLR	Department of Labor, Licensing and Regulation
DVD	Digital Video Disk
Dwgs	Drawings
DST	MAA/MDOT PEGS
E	East
EA	Exhaust Air
EES	Emergency Evacuation System
EPA	Environmental Protection Agency



FAA	Federal Aviation Administration
FM	Fire Marshal, BWI Marshall Fire and Rescue Department
FMC	Flexible Metallic Conduit
FOD	Foreign Object Debris
FT	Feet
HVAC	Heating Ventilation and Air Conditioning
HVACR	Heating, Ventilation, Air Conditioning, and Refrigeration
IBC	International Building Code
IDF	Intermediate Distribution Frame
IES	Illuminating Engineering Society
IMC	International Mechanical Code
IP	Installation Permit
IPC	International Plumbing Code
IT	Information Technology
JCI	Johnson Controls Inc.
KVA	Kilo Volt Ampere
LEL	Lower Explosive Level
LLC	Limited Liability Company
MA	Mixed Air
MAA/MDOT	Maryland Aviation Administration
MD	Maryland
MDE	Maryland Department of the Environment
MDOT	Maryland Department of Transportation
MOSH	Maryland Occupation Safety and Health
MSL	Mean Sea Level
MTN	Martin State Airport
N	North
N/A	Not applicable
NAVAID	Navigational Aid
NEC	National Electric Code
NESHAP	National Emission Standards for Hazardous Air Pollutants
NFG	National Fuel Gas Code
NFPA	National Fire Protection Association
No.	Number
NOTAM	Notice to Airmen
OAT	Office of Airport Technology
OFM	Office of the Fire Marshal, BWI Marshall Fire and Rescue Department
OSHA	Occupational Safety and Health Administration
PA	Public Address
PEGS	Planning and Engineering Guidelines & Standards
PM	Afternoon
PPE	Personal Protective Equipment
PS	Permits Section
PVC	Polyvinyl Chloride
RA	Return Air

S	South
SA	Supply Air
SCBA	Self-Contained Breathing Apparatus
SIDA	Security Identification Display Area
SMACNA	Sheet Metal and Air Conditioning National Association
SPCC	Spill Prevention Control and Countermeasures
SPF	Security Perimeter Fence
Tel.	Telephone
TIA	Tenant Information Advisory
TSA	Transportation Security Administration
UL	Underwriters Laboratory
VAV	Variable Air Volume
VOC	Volatile Organic Compound
W	West

## D.2 DEFINITIONS

Term	As Defined By	Definition
Airport Operations Area (AOA)	MAA/MDOT	The portion of an airport designed and used for landing, taking off, or surface maneuvering of airplanes.
Airport Operator	MAA/MDOT	The Maryland Aviation Administration is the BWI Marshall Airport Operator and is regulated under 49 CFR 1542. The Maryland Aviation Administration (MAA/MDOT) holds an FAA Airport Operating Certificate which allows the operation of an airport regularly serving scheduled passenger operations or public charter operations
Airport Security Contractor	MAA/MDOT	The private company currently under contract to the MAA providing personnel and equipment to perform all assigned security duties at BWI Marshall.
Airport Security Coordinator	MAA/MDOT	The Director of the Office of Airport Security serves as the primary contact for all security-related activities and communications with the Transportation Security Administration (TSA).

Term	As Defined By	Definition
Airport Terminal Building	NFPA	A structure used primarily for airport passenger enplaning or departing, including ticket sales, flight information, baggage handling, and other necessary functions in connection with air transport operation. This term includes any extensions and satellite buildings used for passenger handling or aircraft flight service functions. Aircraft loading walkways and mobile lounges are excluded.
Applicant	MAA/MDOT	A person who has applied for a permit.
Application	MAA/MDOT	Standard form(s) used to acquire a Building, Installation or Single Trade Permit.
Approved	IBC	Acceptable to the code official or authority having jurisdiction.
Aviation Security Regulatory Unit (ASRU)	MAA/MDOT	The section within the TSA responsible for conducting tests of an Airport's Security Program, including special emphasis assessments and comprehensive assessments of the airport's security posture.
Badge	MAA/MDOT	BWI Marshall Airport Identification/Access Badge
Building	IBC	Any structure used or intended for supporting or sheltering any use or occupancy.
Building Official	MAA/MDOT	The officer or other designated authority charged with the administration and enforcement of codes, regulations and PEGS, or a duly authorized representative.
Challenge Procedure	MAA/MDOT	Airport-approved process by which individuals with unescorted access to the Security Identification Display Area (SIDA) or other areas controlled for security purposes verify that other individuals or vehicles present in those areas possess and display the appropriate airport-approved badge.
Commercial Vehicle	MAA/MDOT	Any vehicle operated in connection with a commercial activity at the airport.
Concessions	MAA/MDOT	The operation of a business providing goods and services to the public under a lease and concession contract with the MAA, for which the MAA is paid a fee for the privilege of operating such business on or within facilities on State-owned property under the jurisdiction of MAA.

Term	As Defined By	Definition
Confined Space	MAA/MDOT	See Section 6.4.
Construction Documents	IBC	Written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building permit.
Contractor	MAA/MDOT	The term applies to the Primary Contractor and all Subcontractors engaged by the Primary Contractor working on or within facilities on State-owned property under the jurisdiction of MAA. Although all Subcontractors are equally bound by all security rules, regulations, procedures and requirements in effect at BWI Marshall, the Primary Contractor is responsible for overseeing all Subcontractors and ensuring full compliance with all security rules and regulations for all work performed.
Criminal History Records Check (CHRC)	MAA/MDOT	A fingerprint-based check of an individual's criminal history performed through the FBI's Criminal Fingerprint Database to determine if an individual has been convicted of one of 36 disqualifying crimes in accordance with the Airport Security Improvement Act of 2000 and the Aviation and Transportation Security Act. This is required of all new applicants for Unescorted SIDA access after December 23, 2000, by the Airport Security Improvement Act of 2000 and for all Airport Employees having unescorted SIDA access by the Aviation And Transportation Security Act.
Escort	MAA/MDOT	A BWI Marshall badge holder who accompanies one or more non-badge holders into any of the BWI Marshall restricted areas for a legitimate airport business purpose. The term applies to both personnel and vehicles entering the restricted areas. All escort related activity shall fully conform to the procedures established by the ASD under applicable State and federal security rules and regulations.
Escorted Access	MAA/MDOT	Person(s) authorized to be in the SIDA only when properly accompanied by an escort in accordance with the Airport Security Program. Proper escort procedures at BWI Marshall require the badge holder providing the escort to know the individual(s) escorted and that they remain within sight and

Term	As Defined By	Definition
		reasonable speaking distance of those individual(s) while in the SIDA.
Escortee	MAA/MDOT	The non-badge holder who seeks to enter any BWI Marshall restricted area under proper escort procedure.
Finalized	MAA/MDOT	Refers to status of an issued permit meaning that all required inspections by MAA have been satisfactorily completed and the installed work accepted as compliant with the applicable codes.
Hot Work	OSHA	Riveting, welding, flame cutting or other fire or spark-producing operation.
Issued	MAA/MDOT	Indicates that the permit application has been approved and Applicant may request a preconstruction meeting.
Jurisdiction	IBC	The government unit that has adopted this code under due legislative authority.
Maryland Aviation Administration (MAA)	MAA/MDOT	The unit within the Maryland Department of Transportation (MDOT) charged with the administration of all Maryland State-owned aviation facilities.
Non-Concession Project	MAA/MDOT	A project submitted for permit by entity other than MAA's designated Airport Concessionaire (AMM)
Occupancy	NFPA	The purpose for which a building or other structure, or part thereof, is used or intended to be used.
Office of Airport Security	MAA/MDOT	The office within the MAA charged with coordinating and directing all airport security functions at BWI Marshall.
Permit	IBC	An official document or certificate issued by the authority having jurisdiction which authorizes performance of a specified activity.
Person	IBC	An individual, heir, executor, administrator or assign, and also includes a firm, partnership or corporation, its successors or assigns, or the agent of any of the aforesaid.
Primary Contractor	MAA/MDOT	The contractor awarded a contract and on whose behalf all Subcontractors will perform work under that contract on or within facilities on State-owned property under the jurisdiction of MAA.

Term	As Defined By	Definition
Private Security Contractor (ASD Approved)	MAA/MDOT	Any appropriately licensed private security contractor that can demonstrate the knowledge, experience, and ability to carry-out security contractor duties within BWI Marshall Restricted Areas as defined below.
Professional Engineer	DLLR	The person licensed by the Maryland Division of Occupational and Professional Licensing, Department of Labor, Licensing and Regulation (DLLR) to practice as a Professional Engineer in Maryland.
Project Security Manager	MAA/MDOT	The BWI Marshall badge holder having escort authority, designated by the primary contractor to be responsible for overseeing and coordinating the implementation of and compliance with all established security rules, regulations, and procedures; responsible for designating individual Security Liaisons for each work site operating under an MAA contract. The Project Security Manager or an alternate shall be available to respond to the Director of Airport Security, 24 hours per day, 365 days per year for the duration of the contract.
Proposed Design	NFPA	A design developed by a design team and submitted to the authority having jurisdiction for approval.
Public Law 106-528	MAA/MDOT	An act (Law #528) passed by the 106 <sup>th</sup> United States Congress on November 23, 2000, titled, "The Airport Security Improvement Act".
Public Law 107-71	MAA/MDOT	An act (Law #71) passed by the 107 <sup>th</sup> United States Congress on November 19, 2001, titled, "The Aviation and Transportation Security Act".
Registered Architect	DLLR	The person shall be licensed by the Maryland Division of Occupational and Professional Licensing, Department of Labor, Licensing and Regulation (DLLR) to practice as a Registered Architect in Maryland,
Registered Design Professional	IBC	An individual who is registered or licensed to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the state or jurisdiction in which the project is to be constructed.

Term	As Defined By	Definition
Restricted Area	MAA/MDOT	Defined as all areas within BWI Marshall that requires an individual possess Unescorted Access Authority prior to gaining entry into these areas. Unescorted Access Authority is defined as authority to be in the SIDA, or other controlled areas for security purposes. An individual shall possess and properly display a BWI Marshall Badge or approved air carrier identification in order to have unescorted SIDA access privileges.
Secured Area	MAA/MDOT	An area whose access control system meets the requirements specified in 49 CFR 1542.201. This area is also referred to as SIDA-Secured. It is made up of the aircraft ramps and loading areas around the main terminal building.
Security Identification Display Area (SIDA)	MAA/MDOT	Any area identified in the Airport Security Program as requiring each person to continuously display an airport-approved identification badge, unless the person is under an airport-approved escort. The badge shall be displayed face out, above the waist but below the neck and on the outermost garment. At BWI Marshall, the SIDA is considered to be everything within the airport's security fence-line.
Security Liaison	MAA/MDOT	The individual(s) responsible for compliance with security rules and regulations within a specific work site. The Security Liaison may exercise other responsibilities as long as they do not interfere with the monitoring and control of work site security. The Security Liaison must be able to monitor all construction activities from his/her location in order to ensure compliance with security requirements and may control more than one work area within the work site. The individual responsible for security on all work sites under an MAA/MDOT Contract is the Project Security Manager and is the primary point of contact for issues encountered during non-working hours.
Security Perimeter Fence	MAA/MDOT	Any portion of perimeter fence that controls access to any of the BWI Marshall Restricted Areas.
Sterile Area	MAA/MDOT	An area to which access is controlled by the inspection of persons and property in accordance with an approved Security Program. Sterile Areas at BWI Marshall are restricted to ticketed passengers

Term	As Defined By	Definition
		only and appropriately badged employees. As of April 1, 2003, individuals working in the sterile area must have undergone a criminal history records check via fingerprinting. The Sterile Areas at BWI Marshall are the Concourses or Piers.
Subcontractor	MAA/MDOT	All contractors hired directly or indirectly by the Primary Contractor to perform work under an MAA/MDOT Contract or for tenant construction.
Tenant	MAA/MDOT	Any party with whom the Maryland Aviation Administration (MAA/MDOT) has a written agreement, including lessees, sublessees, etc. and federal, State and local agencies.
Tenant Directive	MAA/MDOT	A definite, written directive, course of action, method, or procedure conveyed to tenants at BWI Marshall Airport of a permanent nature to supplement Code of Maryland Regulations (COMAR). A BWI Marshall Tenant Directive is in effect until rescinded or suspended.
Tenant Information Advisory (TIA)	MAA/MDOT	A BWI Marshall Tenant Information Advisory (TIA) is an announcement used to convey information affecting tenants at BWI Marshall for a limited duration. A BWI Marshall Tenant Information Advisory is only in effect until its expiration date. (See Section 6.1)
Trench	OSHA	Trench or Trench excavation means a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6 m) or less (measured at the bottom of the excavation), the excavation is also considered to be a trench.
Transportation Security Administration (TSA)	MAA/MDOT	An agency of the Executive Branch of the United States Government responsible for Civil Aviation Security through the enforcement of regulations (Code of Federal Regulation, Title 49 – Transportation, Chapter 12 – Transportation Security Administration, Homeland Security)



Term	As Defined By	Definition
		designed to safeguard Civil Aviation Operations against acts of violence or acts of unlawful interference, to include the safety and security of passengers, flight crews, ground operations personnel and the general public.
Unescorted Access	MAA/MDOT	Persons authorized to be in the Security Identification Display Area (SIDA) or other controlled areas, that possess and properly display a BWI Marshall Badge or approved air carrier identification.
Withdrawn	MAA/MDOT	Refers to the status of a permit application. It indicates that the application has been returned to the Applicant at his/her request.
Work Site	MAA/MDOT	The Work Site refers to the largest area within which the Security Liaison can exercise reasonable control of all activities. The work site may be comprised of any number of smaller work areas; however, if a security violation occurs anywhere within the work site as a whole, penalties may be assessed against both the violator and the Security Liaison. The Security Liaison must be able to ensure positive control of all escorts within the work site. A single escort is comprised of the escort and up to five escorted. The escort is the primary responsible party for keeping all persons escorted within sight and reasonable speaking distance at all times. The Security Liaison must be able to report the number of escorts being conducted and the number of persons escorted within the work site. A single construction project may be comprised of numerous work sites. The Project Security Manager is responsible for designating Security Liaisons for each work site under an MAA/MDOT Contract.



## **Maryland Aviation Administration**

# **Airport Community Tenant Guide for Trash and Cardboard Disposal**

# Introduction

All waste generated at the terminal falls into one of two categories: trash or cardboard.

Trash goes into the **BLACK** compactors.



Cardboard ONLY goes into the **GREEN** compactors or the **GREEN** dumpsters.



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## Terminal Trash (BLACK)

All waste, other than cardboard, belongs in the **BLACK** compactors.

**BLACK** compactors can be accessed via a trash chute or on the ramp.

Trash chute

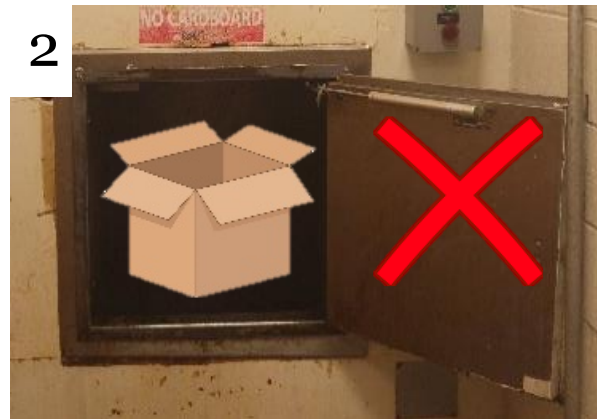


**BLACK** Compactors



## Trash Chute Guide (BLACK)

- 1) Place all trash and plastic bags in trash chute
  - Notify MAA Building Maintenance if the trash chute is full: 410-859-7200
- 2) **Do NOT** place any cardboard down trash chute
- 3) **Do NOT** leave items on floor of trash chute room



## Trash Chute Locations (BLACK)

### → **A Concourse**

- A11 – Room A226

### → **B Concourse**

- B1 (near Silver Diner) – Room BT254
- B6 – Room B216B

### → **C Concourse**

- C2 (near Sweet Jesus) – Room C200
- C7 (near Hudson News) – Room C231B

### → **Central Terminal**

- Behind MAA HR – Room NT231

### → **D Concourse**

- D8 – Room DX218C
- D21 (between Smoothie King and Nature's Kitchen) – Room DY207A

### → **D/E Connector** (near Duty Free) – Room NTE265C

### → **E Concourse**

- E1 (near Passport) – Room E3304



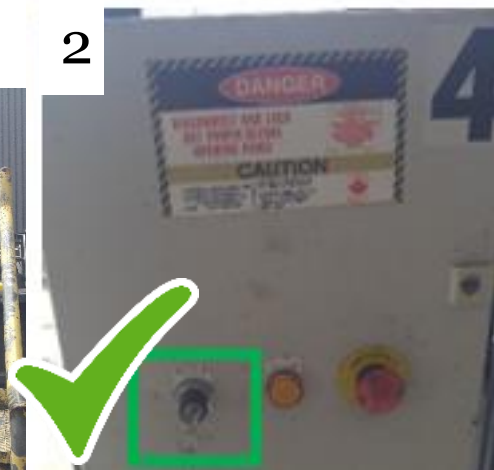
## Trash Compactor Guide (BLACK)

- 1) Place all trash and plastic bags in **BLACK** compactor
  - Notify MAA Building Maintenance if the compactor is not working: 410-859-7200
- 2) Turn the key to the right or press the button if the compactor seems full
- 3) **Do NOT** leave items on top of or beside the compactor

1



2



3





## **Trash Compactor Locations (BLACK)**

### **→A Concourse**

- A6
- A11

### **→B Concourse**

- B4
- B/C Loading Dock

### **→C Concourse**

- C2
- C3
- C7
- C8

### **→Central Terminal**

- Between C and D Concourse

### **→D Concourse**

- D1
- D8
- D12
- D20
- D21
- D25
- D26

### **→E Concourse**

- E1

# Terminal Cardboard (**GREEN**)

All cardboard belongs in **GREEN** compactors or **GREEN** dumpsters.

## **GREEN** Compactors



## **GREEN** Dumpsters



## Cardboard Compactor Guide (**GREEN**)

- 1) Remove plastic wrap and packing material from inside and outside
  - Packing tape and labels can remain
- 2) Place cardboard in **GREEN** compactor
  - Notify MAA Building Maintenance if the compactor is not working: 410-859-7200
- 3) Turn the key to the right or press the button if the compactor seems full
- 4) **Do NOT** leave items on top of or beside the compactor

1 *Remove plastic*



2



3



4



## **Cardboard Compactor Locations (GREEN)**

### **→ A Concourse**

- A6

### **→ B Concourse**

- B Loading Dock

### **→ C Concourse**

- C Loading Dock

### **→ D Concourse**

- D5
- D11

### **→ D/E Connector**

- D1/E2

# Cardboard Only Dumpster Guide (**GREEN**)

- 1) Remove plastic wrap and packing material from inside and outside
  - Packing tape and labels can remain
- 2) Flatten box
- 3) Place in **GREEN** cardboard dumpster
- 4) **Do NOT** pile items beside the dumpster
- 5) **Do NOT** open dumpster lids
- 6) **Do NOT** cut the locks on the side doors

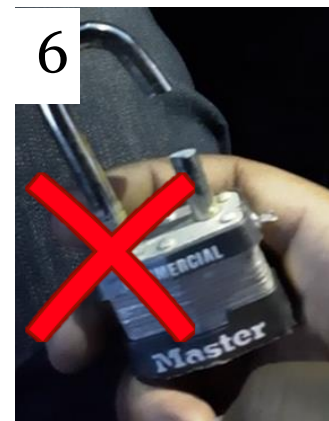
1 *Remove*



2 *Flatten*



3 *Place*



# **Cardboard Only Dumpster Locations** **(GREEN)**

## **→A Concourse**

- A11

## **→B Concourse**

- B5
- B6

## **→C Concourse**

- C6
- C7

## **→Central Terminal**

- Between C and D Concourse

## **→D Concourse**

- D8
- D21
- D25

## **→E Concourse**

- E1