



October 14, 2021

CALL AND NOTICE OF A REGULAR MEETING  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, October 18, 2021, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Pursuant to Government Code Section 54953(e), members of the Commission may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, a physical location is not being provided for the public to attend or comment. Members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

*Dial In: (818) 862-3332*

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Airport Skyroom

Regular Meeting of Monday, October 18, 2021

9:00 A.M.

*The public comment period is the opportunity for members of the public to address the Commission on agenda items and on airport-related non-agenda matters that are within the Commission's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.*



*When in-person attendance or participation at meetings of the Commission is allowed, members of the public are requested to observe the following rules of decorum:*

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Commission during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.*
- *Limit comments to five minutes or to such other period of time as may be specified by the presiding officer.*



*The following activities are prohibited:*

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



*Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.*



*In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.*

# AGENDA

Monday, October 18, 2021

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
  - a. Committee Minutes  
(For Note and File)
    - 1) Finance and Administration Committee
      - (i) September 20, 2021 **[See page 1]**
    - 2) Legal, Government and Environmental Affairs Committee
      - (i) September 20, 2021 **[See page 4]**
  - b. Commission Minutes  
(For Approval)
    - 1) October 4, 2021 **[See page 7]**
  - c. AB 361 Facilitating Virtual Meetings During Declared Emergencies **[See page 16]**
6. ITEMS FOR COMMISSION APPROVAL
  - a. Award of Professional Services Agreement  
Taxiway C and Shoulders Rehabilitation Design (E21-01) **[See page 18]**
  - b. Award of Contract Amendment No. 3  
Airport Solution Line Service Agreement Common Use  
Passenger Processing System and Related Equipment **[See page 22]**
  - c. Award of Amendments to Professional Service Agreements  
Allied Universal **[See page 38]**
  - d. Adjustments to Airport Parking Operation **[See page 47]**

7. ITEMS FOR COMMISSION INFORMATION

- a. Commission Meeting Schedule
- b. August 2021 Passenger and Air Cargo Statistics
- c. August 2021 Transportation Network Companies
- d. August 2021 Parking Revenue Statistics

***[See page 49]***

8. CLOSED SESSION

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(California Government Code Section 54956.9(d)(1))  
Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

9. EXECUTIVE DIRECTOR COMMENTS

10. COMMISSIONER COMMENTS  
(Other updates and information items, if any)

11. ADJOURNMENT



## COMMISSION NEWSLETTER

Monday, October 18, 2021

*[Regarding agenda items]*

### 5. CONSENT CALENDAR

*(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)*

- a. COMMITTEE MINUTES. Approved minutes of the Finance and Administration Committee meeting of September 20, 2021; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of September 20, 2021, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the October 4, 2021, Commission meeting are attached for the Commission's review and approval.
- c. AB 361 FACILITATING VIRTUAL MEETINGS DURING DECLARED EMERGENCIES. A staff report is included in the agenda package. Staff has placed this item on the agenda to give the Commission an opportunity to make findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

### 6. ITEMS FOR COMMISSION APPROVAL

- a. AWARD OF PROFESSIONAL SERVICES AGREEMENT – TAXIWAY C AND SHOULDERS REHABILITATION DESIGN (E21-01). A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks a approval from the Commission that it: (1) Award a Professional Services Agreement ("PSA") for design and engineering services in the amount of \$199,997 to RDM, Inc. ("RDM"); (2) Approve a project budget for design management services for a not-to-exceed amount of \$20,000; and (3) Approve a design contingency of \$10,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.
- b. AWARD OF CONTRACT AMENDMENT NO. 3 – AIRPORT SOLUTION LINE SERVICE AGREEMENT COMMON USE PASSENGER PROCESSING SYSTEM AND RELATED EQUIPMENT. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission for Amendment No. 3 of the Airport Solution Line Service Agreement with SITA Information Networking Computing USA, Inc. for the software upgrade and partial hardware refresh of the Common Use Passenger Processing

System at the Airport. The cost of the proposed Amendment is \$1,106,008 which will be fully reimbursed by the Airlines over a 12-month amortization period upon completion and acceptance of the project by the Authority.

- c. AWARD OF AMENDMENTS TO PROFESSIONAL SERVICE AGREEMENTS – ALLIED UNIVERSAL. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of amendments to two Professional Service Agreements (“Agreements”), with Universal Protection Service LP, dba Allied Universal. One Agreement is for airport security and traffic control services, and the other Agreement is for airport consumer item inspection services. The proposed amendments (i) address costs of the staffing related to the return of passenger activity during the continuing recovery from COVID-19; and (ii) extend the term of each Agreement by one-year so that each Agreement will expire on October 31, 2022.
- d. ADJUSTMENTS TO AIRPORT PARKING OPERATION. A staff report is included in the agenda packet. Subject to the recommendation from the Operations and Development Committee meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the following: (i) reopening of Lot A and the Employee Lot to accommodate the increased public parking demand, (ii) increase in staffing by SP+ to service the increase in parking activity; (iii) reinstatement of parking shuttles provided by MV Transportation from these remote parking lots, and (iv) authorization for staff to adjust parking rates up to the levels detailed in this report effective January 1, 2022.

## 7. ITEMS FOR COMMISSION INFORMATION

- a. COMMISSION MEETING SCHEDULE. No staff report attached. This item is a reminder for the scheduling of Commission meetings in November and December. The Commission meeting in November is scheduled for Monday, November 13, 2021. The meeting in December is currently scheduled for Monday, December 20, 2021. Due to the anticipated holiday traffic levels beginning on that day, Staff requests Commission consideration to reschedule the meeting to Monday, December 13, 2021.
- b. AUGUST 2021 PASSENGER AND AIR CARGO STATISTICS. A staff report is included in the agenda packet. The August 2021 passenger count of 415,304 was down 25% compared to 556,491 passengers in August 2019. Also compared to August of 2019, air carrier aircraft operations in August 2021 decreased 29%, while cargo volume was down 4%, at 9 million pounds.
- c. AUGUST 2021 TRANSPORTATION NETWORK STATISTICS. No staff report attached. Staff will update the Commission on TNC activity for the month of August 2021.
- d. AUGUST 2021 PARKING STATISTICS. No staff report attached. Staff will present parking revenue data for the month of August 2021.

**MINUTES OF THE REGULAR MEETING OF THE  
FINANCE AND ADMINISTRATION COMMITTEE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, SEPTEMBER 20, 2021**

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:45 a.m., by Commissioner Selvidge.

**1. ROLL CALL**

**Present:**

Commissioners Selvidge, Najarian (via teleconference), Ovrom

**Absent:**

None

**Also Present:**

Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration (via teleconference); Scott Kimball, Deputy Executive Director, Business and Properties, SMS, Procurement and Operations;

Also Present: Demetri Lembesis, Executive Vice President, Willis Towers Watson

**2. Staff Announcement: AB 23**

The Senior Deputy Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

**3. Approval of Agenda**

Agenda was approved as presented.

Commissioner Selvidge announced that Item No. 8.a. would be taken after Item No. 5.a.

**Motion**

Commissioner Ovrom moved approval to take Item No. 8.a. out of order, seconded by Commissioner Najarian.

**Motion Approved**

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

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. August 16, 2021**

Draft minutes for the August 16, 2021, Finance and Administration Committee meeting were presented for approval.

**Motion**

Commissioner Ovrom moved approval of the minutes, seconded by Commissioner Selvidge.

**Motion Approved**

There being no objection, a voice vote was taken to accommodate those Commissioners participating via teleconference. The motion was approved (2–0, 1 absent).

**8. Items for Information**

**a. Presentation of FY 2022 Insurance Program**

Staff introduced Demetri Lembesis, Executive Director of Willis Towers Watson, the Authority's current insurance broker, who provided an overview of the FY 2022 Insurance Renewal Program.

**6. Items for Approval**

**a. Terminal Space Lease  
HG Burbank JV dba Hudson  
Group Retail, LLC**

Staff presented to the Committee for recommendation to the Commission for approval a proposed Terminal Space Lease with HG Burbank JV dba Hudson Group Retail, LLC to provide two post-security concession kiosks inside Terminal A at the Airport.

**Motion**

Commissioner Ovrom moved approval; seconded by Commissioner Najarian.

**Motion Approved**

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

**b. First Amendment to Concession and Lease Agreement - Certified Folder Display Service, Inc.**

Staff presented to the Committee for recommendation to the Commission for approval a proposed First Amendment to Concession and Lease Agreement ("Amendment") with Certified Folder Display Service, Inc. ("Certified Folder").

Certified Folder provides display racks with brochures and magazines that provide information on activities and attractions in the Burbank/Los Angeles area and the Southern California region.

The Agreement is scheduled to expire on January 1, 2022. This Amendment will extend the Agreement term by three years to January 1, 2025, with two one-year extension options.

**Motion**

Commissioner Ovrom moved approval; seconded by Commissioner Najarian.

**Motion Approved**

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

**7. Items for Discussion**

**a. Authority Financial Procedures**

The Committee began discussions regarding certain financial procedures that will be presented for discussion on future Committee meeting agendas.

**8. Items for Information (Continued)**

**b. Committee Pending Items**

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

**9. Adjournment**

There being no further business to discuss, the meeting was adjourned at 12:30 p.m.

**MINUTES OF THE REGULAR MEETING OF THE  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, SEPTEMBER 20, 2021**

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 11:41 a.m., by Commissioner Agajanian.

**1. ROLL CALL**

**Present:** Commissioners Agajanian, Williams, Gabel-Luddy

**Absent:** None

**Also Present:** Staff: Frank Miller, Executive Director; Scott Kimball, Deputy Executive Director, Business and Properties, SMS, Procurement and Operations (left the meeting at 11:50 a.m.); Patrick Lammerding, Deputy Executive Director, Planning and Development; Mark Hardymont, Director of Transportation and Environmental Programs (left the meeting at 11:54 a.m.)

Authority Counsel: Tom Ryan of McDermott, Will & Emery and Terence R. Boga of Richards, Watson & Gershon

**2. Staff Announcement: AB 23**

The Assistant Board Secretary announced that, as a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

**3. Approval of Agenda**

The agenda was approved as presented.

**4. Public Comment**

There were no public speakers.

**5. Approval of Minutes**

**a. August 16, 2021**

Commissioner Williams moved approval of the minutes of the August 16, 2021 meeting, seconded by Commissioner Gabel-Luddy. There being no objection, a roll call vote was taken, and the motion was approved (3-0).

**6. Items for Approval**

**a. Extension of Deferral of Art Covenant Agreement - Regional Intermodal Transportation Center Art Panels Project**

Staff sought a Committee recommendation to the Commission for approval of a proposed Extension of Deferral of Art Covenant Agreement with the City of Burbank to afford the Authority an additional 24 months to provide public artwork at the Regional Intermodal Transportation Center (“RITC”) in compliance with the City’s Art in Public Places requirement.

**Motion**

Commissioner Gabel-Luddy moved approval of Staff’s recommendation with the following modification, that Staff amend the action to include a solution to mitigate the light pollution surrounding the RITC artwork and return to the Committee with an alternate plan. Commissioner Williams seconded the motion.

**Motion Approved**

There being no objection, a roll call vote was taken, and the motion was approved (3-0).

**b. Boeing Distribution, Inc. (formerly Aviall Services, Inc.) Access Agreement**

Staff sought a Committee recommendation to the Commission for approval of an Environmental Access License Agreement with Boeing Distribution, Inc. (formerly known as Aviall Services, Inc.). The Agreement will allow Boeing to have limited access to the Authority’s real property located at 3111 Kenwood Street, Burbank, to drill and collect certain soil investigations as required by the California Regional Water Quality Control Board, Los Angeles Region.

**Motion**

Commissioner Williams moved approval of Staff’s recommendation, seconded by Commissioner Gabel-Luddy.

**Motion Approved**

There being no objection, a roll call vote was taken, and the motion was approved (3-0).

**7. Closed Session**

The meeting recessed to closed session at 11:55 a.m. to consider the items listed on the closed session agenda and to confer with legal counsel.

**a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project**

**b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
(California Government Code Section 54956.9(d)(1))  
Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)**

The meeting reconvened to open session at 12:07 p.m., with all 3 Commissioners present. No reportable action taken on the presented item.

**8. Items for Information**

**a. Committee Pending Items**

Commissioner Gabel-Luddy requested that a brief report on the status of electric and hybrid planes be agendaized for the Committee and potentially later discussed with the full Commission.

**9. Adjournment**

There being no further business, the meeting was adjourned at 12:10 p.m.



**MINUTES OF THE REGULAR MEETING OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, OCTOBER 4, 2021**

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:01 a.m., by Commissioner Devine.

**1. ROLL CALL**

**Present:** Commissioners Devine (via teleconference), Brown, Agajanian, Najarian (via teleconference), Gabel-Luddy (via teleconference), Selvidge, Ovrom, Williams, Hampton (via teleconference)

**Absent:** NONE

**Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Scott Kimball, Deputy Executive Director, Operations, Business, Procurement and Safety; Anthony DeFrenza, Director, Engineering and Maintenance

Terence Boga, General Counsel, Richards, Watson Gershon

**2. PLEDGE OF ALLEGIANCE**

Commissioner Williams led the Pledge of Allegiance.

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**MOTION**

Commissioner Hampton moved to approve the agenda, seconded by Commissioner Ovrom.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9-0).

**AYES:** Commissioners Devine (via teleconference), Brown, Agajanian, Najarian (via teleconference), Gabel-Luddy (via teleconference), Selvidge, Ovrom, Williams, Hampton (via teleconference)

**NOES:** NONE

**ABSENT:** NONE

**4. PUBLIC COMMENT**

There were no public comments.

NOTE: There was a two-minute recess due to technical difficulties.

Commissioner Devine recused herself from voting on the Commission minutes; Commissioner Selvidge requested that Item No. 5.c. be pulled to be reviewed separately. As a result, Item No. 5.c. was voted on separately from the Consent Calendar.

**5. CONSENT CALENDAR**

**a. Committee Minutes  
(For Note and File)**

**1) Operations and Development Committee**

**(i) August 16, 2021** Approved minutes of the August 16, 2021, Operations and Development Committee meeting were included in the agenda packet for information purposes.

**2) Finance and Administration Committee**

**(i) August 16, 2021** Approved minutes of the August 16, 2021, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

**3) Legal, Government and Environmental Affairs Committee**

**(i) August 16, 2021** Approved minutes of the August 16, 2021, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

**b. Commission Minutes  
(For Approval)**

**1) September 20, 2021** Draft minutes of the September 20, 2021, Commission meeting were included in the agenda packet for review and approval.

NOTE: Commissioner Ovrom requested confirmation of a correction to be made on Item No. 6.f. Award of Professional Services Agreements – Replacement Passenger Terminal Program and Approval of Additional Appropriations for Program Manager Services, presented September 20, 2021, ensuring Sue Georgino is not a principal of Woodward and Associates.

**MOTION** Commissioner Gabel-Luddy moved approval of the Consent Calendar; seconded by Commissioner Agajanian.

**MOTION APPROVED** There being no objection a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0, 1 abstention).

**AYES:** Commissioners Brown, Agajanian, Selvidge, Najarian (via teleconference), Gabel-Luddy

(via teleconference), Ovrom, Williams,  
Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

ABSTAINED: Commissioner Devine

## 5. CONSENT CALENDAR (CONTINUED)

### c. **AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings**

Staff presented to the Commission a report on AB 361 which details findings for special Brown Act requirements for teleconference meetings. As a result of the pandemic, Governor Newsom issued an Executive Order that relaxed certain Brown Act rules pertaining to teleconferencing during governmental public meetings. This Executive Order expired on September 30, 2021. As a result, AB 361 has been enacted to give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, and in-person meeting would present imminent risks to the health and safety of attendees.

This item will be updated and reported on monthly.

#### **MOTION**

Commissioner Selvidge moved approval of the Consent Calendar Item No. 5.c.; seconded by Commissioner Ovrom.

#### **MOTION APPROVED**

There being no objection a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9–0).

AYES: Commissioners Devine (via teleconference), Brown, Agajanian, Selvidge, Najarian (via teleconference), Gabel-Luddy (via teleconference), Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

## 6. ITEMS FOR COMMISSION APPROVAL

### a. **Election of Vice President**

With the resignation of Commissioner Brown from the office of Vice President of the Airport Authority, the Commission was tasked with selecting a new Vice President.

**MOTION**

Commissioner Brown recommended Commissioner Gabel-Luddy for the position of Vice President; seconded by Commissioner Selvidge.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9–0).

AYES: Commissioners Devine (via teleconference), Brown, Agajanian, Selvidge, Najarian (via teleconference), Gabel-Luddy (via teleconference), Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

**b. Boeing Distribution, Inc.  
(Formerly Aviall Services, Inc.)  
Access Agreement**

At its meeting on September 20, 2021, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission approve an Environmental Access License Agreement (“Agreement”) with Boeing Distribution, Inc (formerly known as Aviall Services, Inc.) This Agreement allows Boeing to have limited access to the Authority’s real property located at 3111 Kenwood Street (“Property”) in Burbank to drill and collect soil investigations as required by the California Regional Water Quality Control Board, Los Angeles Region (“LARWQCB”).

Access is given in exchange for Boeing’s agreement to indemnify and defend the Authority against any claims arising from Boeing’s activities on the Property in connection with any other work required by LARWQCB.

**MOTION**

Commissioner Agajanian moved the motion; seconded by Commissioner Hampton.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9–0).

AYES: Commissioners Devine (via teleconference), Brown, Agajanian, Selvidge, Najarian (via teleconference), Gabel-Luddy (via teleconference), Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

**c. First Extension Option  
Airport Conveyance Equipment  
Services Agreement  
Elevators Etc., LP**

At its meeting on September 20, 2021, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission approve the first of two one-year extension options for the Airport Conveyance Equipment Services Agreement with Elevators Etc., LP.

Elevators, Etc., LP is in good standing with its obligations to the Authority and has maintained a satisfactory level of service since its initial agreement signed by the Commission in 2016.

**MOTION**

Commissioner Gabel-Luddy moved approval; seconded by Commissioner Hampton.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9–0).

**AYES:** Commissioners Devine (via teleconference), Brown, Agajanian, Selvidge, Najarian (via teleconference), Gabel-Luddy (via teleconference), Ovrom, Williams, Hampton (via teleconference)

**NOES:** NONE

**ABSENT:** NONE

**d. Terminal Space Lease  
HG Burbank JV dba Hudson  
Group Retail, LLC**

At its meeting on September 20, 2021, the Finance and Development Committee voted unanimously (3–0) to recommend that the Commission approve a Terminal Space Lease with HG Burbank JV dba Hudson Group Retail, LLC to provide two post-security concession kiosks inside Terminal A at the Airport.

The term of this Lease will be for three years, with two one-year extension options.

The Executive Director will have the ability to remove, relocate or approve additional kiosks on an as-needed basis.

**MOTION**

Commissioner Brown moved approval; seconded by Commissioner Agajanian.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9–0).

AYES: Commissioners Devine (via teleconference), Brown, Agajanian, Selvidge, Najarian (via teleconference), Gabel-Luddy (via teleconference), Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

**e. First Amendment to Concession and Lease Agreement Certified Folder Display Service, Inc.**

At its meeting on September 20, 2021, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve the First Amendment to Concession and Lease Agreement with Certified Folder Display Service, Inc.

Certified Folder has been providing display racks with brochures and magazines at the Airport since 2010. The current agreement is scheduled to expire on January 1, 2022. This Agreement will extend the lease for three additional years to January 1, 2025, with two one-year extension options.

**MOTION**

Commissioner Ovrom moved approval; seconded by Commissioner Gabel-Luddy.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9–0).

AYES: Commissioners Devine (via teleconference), Brown, Agajanian, Selvidge, Najarian (via teleconference), Gabel-Luddy (via teleconference), Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

**f. Extension of Deferral of Art Covenant Agreement Regional Intermodal Transportation Center Art Panels Project**

At its meeting on September 20, 2021, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission approve an Extension of Deferral of Art Covenant Agreement with the City of Burbank to give the Authority an additional 24 months to provide public artwork at the Regional Intermodal Transportation Center in compliance with the City’s Art in Public Places requirement.

**MOTION**

Commissioner Agajanian moved approval; seconded by Commissioner Ovrom.

**MOTION APPROVED**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (9–0).

AYES: Commissioners Devine (via teleconference), Brown, Agajanian, Selvidge, Najarian (via teleconference), Gabel-Luddy (via teleconference), Ovrom, Williams, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

NOTE: Commissioner Brown suggested that since many of the Commissioners are participating in the meeting via Zoom, it would be helpful for motions and seconds to be shown by a raise of hands as an indication of making the motion.

**7. ITEMS FOR COMMISSION DISCUSSION**

**a. Measure B and Replacement Passenger Terminal Entitlements**

Commissioner Gabel-Luddy presented an informal history of issues leading up to the passage of Measure B and the development of the Replacement Passenger Terminal at Hollywood Burbank Airport.

After the presentation, Commissioner Najarian suggested that the Commissioners be given a written summary of details provided by Commissioner Gabel-Luddy. Commissioner Ovrom suggested those details be placed on the Authority’s website as well.

Staff will research having this information placed on the Authority’s website.

**8. CLOSED SESSION**

The meeting convened to Closed Session at 9:50 a.m.

**a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (California Government Code Section 54956.9(d)(1))**

**Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)**

**Meeting Reconvened to Open Session**

**The meeting reconvened to open session at 10:05 a.m., with all Commissioners present.**

**Closed Session Report**

**No reportable action taken on the presented items.**

**9. EXECUTIVE DIRECTOR COMMENTS**

The Executive Director reported that Staff and members of the Authority’s marketing consultant, Anyone Collective, met with Southwest Airlines executives in Dallas, TX on September 22, 2021, to

discuss marketing strategies benefiting both the airline and Hollywood Burbank Airport.

Staff will be meeting with consultants to discuss proposals to restart the Replacement Passenger Terminal.

Staff has been discussing possible preparations for travelers attending Super Bowl LVI which will be held in Los Angeles in 2022.

Commissioner Ovrom was updated on details regarding electric vehicle usage at the Airport by Metro for their Metro Micro program.

Commissioner Hampton asked if incentives are given to airlines to encourage usage of quieter aircraft. Staff explained that discussions are held with the airlines, but no incentives are given.

**10. COMMISSIONER COMMENTS  
(Other updates and information,  
if any)**

Commissioner Gabel-Luddy requested that the consultant overseeing the Design Charettes for the Replacement Passenger Terminal be invited to a future meeting to present a refresher on this topic.

Commissioner Ovrom thanked Staff for providing a copy of the annual report on the AQMD/AQIP. The Commissioner requested that Staff research posting the AQIP report to the Authority's website after re-writing it into layman's terms citing the legalese of the document as a deterrent to reading it. Commissioner Ovrom also suggested that Staff update the current AQIP on the Airport's website.

Commissioner Devine congratulated Commissioner Gabel-Luddy on her new appointment as Vice President of the Commission; and also congratulated Commissioner Brown for his service.

Commissioner Devine requested that Staff research the possibility of updating the signage which appears on the freeway directing the public to the Airport.



**11. ADJOURNMENT**

A presentation was shown in memory of Officer Kevin Lee Giberson, who recently passed away after serving at the Airport for 14 years.

There being no further business, the meeting was adjourned at 10:19 a.m.

\_\_\_\_\_  
Paula Devine, President

\_\_\_\_\_  
Felicia Williams, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 18, 2021**

**AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS  
FOR TELECONFERENCE MEETINGS**

Prepared by Terence Boga  
General Counsel

**SUMMARY**

Staff has placed this item on the agenda to give the Commission an opportunity to make the monthly findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

**BACKGROUND**

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. Those special rules expired on September 30, 2021.

On September 16, 2021, in anticipation of then-imminent expiration of his special rules for teleconference meetings, the Governor signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency makes two findings pursuant to Government Code Section 54953(e)(3). Like the special rules in the Governor's executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 special Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has "reconsidered" the circumstances of a declared state of emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body's members to meet in person. Alternatively,

for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and on a monthly basis thereafter. The Commission last made these findings on October 4, 2021.

The COVID-19 state of emergency declaration is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

### RECOMMENDATION

Staff recommends that the Commission make the following findings so that meetings of the Commission and its standing committees will continue to be subject to the AB 361 special Brown Act requirements for teleconference meetings: (1) the Commission has reconsidered the circumstances of the COVID-19 state of emergency; and (2) state and local officials continue to recommend measures to promote social distancing.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 18, 2021**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
TAXIWAY C AND SHOULDERS REHABILITATION DESIGN (E21-01)**

Presented by  
Anthony DeFrenza  
Director, Engineering and Maintenance

**SUMMARY**

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission that it:

- Award a Professional Services Agreement (“PSA”) for design and engineering services in the amount of \$199,997 to RDM, Inc. (“RDM”);
- Approve a project budget for design management services for a not-to-exceed amount of \$20,000; and
- Approve a design contingency of \$10,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.

To comply with the Federal Aviation Administration (“FAA”) FY 2022 Airport Improvement Program (“AIP”) grant consideration schedule and provide RDM sufficient time to complete the design, subject to the recommendation from the Committee, this item has also been placed on the Commission’s agenda for its consideration immediately following the Committee’s meeting.

**BACKGROUND**

The Pavement Condition Index (“PCI”) used by the FAA to evaluate airfield pavement conditions is calculated for all pavement sections within the Airport Operations Area. The PCI value is updated for each pavement section based on visual inspections conducted annually. When the PCI value indicates the condition of the pavement is “fair” or worse and it is determined that regular maintenance and spot repairs are no longer capable of maintaining the pavement in an acceptable condition, the area is identified for future rehabilitation or reconstruction. Other factors that may cause a pavement section to be identified for rehabilitation or reconstruction are changes in use, drainage or grade issues, age, and adjacency to areas already identified as requiring rehabilitation. Based on these factors, ten pavement sections were identified for rehabilitation in two different areas within the southwest quadrant of the airfield.

Rehabilitation of the identified areas will improve safety conditions by replacing existing low PCI value material that is fatigued or past the end of its useful life. The design process will identify the most suitable and cost-effective rehabilitation approach for each of the areas within the project scope.

## PROJECT DESCRIPTION

The project includes the following areas of work in the areas described below:

- Area 1: Taxiway C - From Runway 15-33 to Hangar 2 - this pavement experiences daily use by air cargo operators of Design Group 4 aircraft. The pavement is fatigued. Taxiway C was last rehabilitated in 2009 and the portions under consideration for rehabilitation have exceeded their useful life. In addition to the taxiway pavement, adjacent shoulders and connectors will be rehabilitated.
- Area 2: West SIDA – This section of pavement adjacent the airfield vehicle service road has a PCI value of 53 and requires rehabilitation.

## PROCUREMENT

Staff publicly solicited responses to a combined Request for Qualifications/Request for Proposals (“RFQ/RFP”) on the Authority’s PlanetBids e-procurement website to 443 targeted, potential firms, and publicly advertised the competitive opportunity. Staff received two responses from qualified engineering firms. Those two firms, listed alphabetically, are:

- RDM, Inc.
- RS&H

## SELECTION PROCESS

Due to the anticipated inclusion of federal funding for this project, the selection process was governed by FAA Advisory Circular 150/5100-14E (“AC”) *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, which states: “Consultants must be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection. The qualifications of consultants are evaluated, and the best qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee.”

## PROPOSAL EVALUATIONS

Written responses were individually evaluated by five Airport staff and were given a score based upon three selection criteria with a maximum possible score of 100 points:

- SC-1 Airport Pavement Design Experience (40 points)
- SC-2 Project Team (40 points)
- SC-3 Project Understanding (20 points)

The average scores are presented in the table below:

	SC-1	SC-2	SC-3	<b>Total</b>
<b>Max Points Possible</b>	40	40	20	<b>100</b>
<b>RDM</b>	38	39	18	<b>95</b>
<b>RS&amp;H</b>	33	37	18	<b>88</b>

-2-

## FEE NEGOTIATIONS

In accordance with FAA requirements, Staff was prohibited from any fee discussions with any of the proposers until after a determination of the most qualified firm was reached. Once RDM was identified as the highest scoring proposer and the detailed scope of services was established, Staff prepared an Independent Fee Estimate (“IFE”) to serve as a benchmark in establishing a fair and current market value for the project. Staff requested and received an initial price proposal from RDM. At the conclusion of the negotiations, RDM submitted a revised and final fee proposal which was 7.5% higher than the IFE. AC guidelines state that engineering fees should be within 10% of the IFE at the end of the negotiation process.

In accordance with the final fee proposal, a lump sum PSA for design services with RDM in the amount of \$199,997 was finalized. The Record of Negotiations prepared by Procurement Staff and the IFE prepared by Engineering Staff was submitted to the FAA.

A separate fee for Construction Administration services (via change order to the original PSA) will be negotiated and brought back to the Committee and Commission for approval concurrent with the recommendation for the construction services contract. It is anticipated this could occur in April 2022.

## DBE PROGRAM

Certain elements of the Authority’s adopted “race conscious” Disadvantaged Business Enterprise (“DBE”) program and guidelines were incorporated into the proposal documents. The triennial DBE Program Goal is 13%. Based upon paperwork received from RDM, Staff anticipates the DBE participation level to exceed the goal.

## DESIGN MANAGEMENT AND CONTRACT ADMINISTRATION

Project design phase management is proposed to be performed by the TBI Engineering Department for a not-to-exceed amount of \$20,000. This amount is approximately 10% of the engineering design costs. Engineering Staff will oversee the design process and provide constructability review to ensure the project is compatible with the Authority’s requirements.

## OPERATIONAL IMPACTS

The field research required to complete the design and engineering services will either be performed at night or coordinated during the day to eliminate any operational impacts.

## FUNDING

The adopted FY 2022 budget included \$223,500 for planning, engineering and design services, and design management for the proposed rehabilitation of Taxiway C, associated shoulders, and the west SIDA area pavement.

The project is included in the Airport Capital Improvement Plan submitted to the FAA and Staff expects project costs to be funded via a combination of an AIP grant and local matching funds from a future Passenger Facility Charge application. Initially the design will be funded from airport reserves and reimbursed as “project formulation costs” when FAA issues an AIP grant, expected in summer of 2022.

PROJECTED COSTS:

RDM	\$199,997
Design Management/Administration	\$ 20,000
Project Aggregate Contingency	<u>\$ 10,000</u>
<b>Total</b>	<b>\$229,997</b>

SCHEDULE

The design phase of the project will commence after the award and execution of the PSA. Construction plans and specifications for bid are anticipated to be completed in the first quarter of 2022.

RECOMMENDATION

Subject to recommendation from the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission that it:

- Award a PSA for design and engineering services in the amount of \$199,997 to RDM;
- Approve a project budget for design management services for a not-to-exceed amount of \$20,000; and
- Approve a design contingency of \$10,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 18, 2021**

**AWARD OF CONTRACT AMENDMENT NO. 3  
AIRPORT SOLUTION LINE SERVICE AGREEMENT COMMON USE PASSENGER  
PROCESSING SYSTEM AND RELATED EQUIPMENT**

Presented by  
Thomas Henderson  
Director, Operations

**SUMMARY**

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission for Amendment No. 3 of the Airport Solution Line Service Agreement (“Service Agreement”), copy attached, with SITA Information Networking Computing USA, Inc. (“SITA”) for the software upgrade and partial hardware refresh of the Common Use Passenger Processing System (“CUPPS”) at the Airport. The cost of the proposed Amendment is \$1,106,008 which will be fully reimbursed by the Airlines over a 12-month amortization period upon completion and acceptance of the project by the Authority.

**BACKGROUND**

SITA, a provider of International Air Transport Association (“IATA”) certified common use systems at airports worldwide, was selected through a competitive proposal process among other IATA certified CUPPS providers in January 2012. Installation of the system was completed and certified for use on March 31, 2014. The CUPPS system includes the following components: (i) common use passenger check-in system at all gates and ticket counter check-in positions; (ii) common use passenger self-service check-in units; (iii) flight and baggage information displays throughout the terminals and baggage claim areas; (iv) an audio and visual paging system in the terminals; (v) ticket counter common use bag scales; and (vi) a common use phone system that is restricted to airline use only. The cost of the project was \$9,000,000 which was paid for through a Federal Aviation Administration approved Passenger Facility Charge application.

In September 2015, the Commission approved a four-year Service Agreement with SITA at a monthly cost of \$54,389, the cost of which is charged back to airlines using the system. At the request of the airlines, in September 2019, the Commission approved Amendment No. 1, a three-year renewal of the Service Agreement, which is again charged back to the airline using the system. With the increasing challenges at that time, in February 2020, the Commission approved, after a competitive bid process, Amendment No. 2 to acquire SITA’s Gate Management System.

SITA has advised Staff that the current computer hardware and Windows operating system is at the end of its useful life. As the cost of CUPPS equipment, software and maintenance is the responsibility of the airlines, Staff met with representatives of the Airport Airline Affairs Committee (“AAAC”) this past May to discuss the need to replace and upgrade the current



system. SITA provided a comprehensive analysis of the condition of the CUPPS hardware and software. The primary reasons presented to the airlines for the proposed project were:

- Increased risk of a major failure due to age of the core hardware equipment which now averages 8 to 9 years;
- Core Microsoft Windows servers and databases have exceeded their mainstream end of service, and the existing extended support terminates in January 2023;
- Increased frequency of minor incidents and service disruptions, again due to the age of the equipment in the existing workstations; and
- The Windows 7 operating system support ended on January 14, 2020, and is currently supported via an extended security update until January 2023 and therefore requires a system upgrade to Windows 10.

SITA informed the airlines that the CUPPS hardware, made up of personal computer desktops, printer, and software operating system, needs replacement to prevent any potential substantial system outages and ensure continuity of operations at the Airport. As all passenger air carriers are required to utilize the CUPPS system, SITA presented two viable options to the AAAC for their review summarized as Option 1 and Option 2 below.

**Option 1, Total Cost: \$1,106,007.52:**

- Core infrastructure, including Core Network and Server hardware, Microsoft Core Server OS and SQL software license, digital audio controllers, and sound cards.
- End User terminal equipment for airline and customer facing units.
- WIN 10 software upgrades for all end user and peripheral equipment.
- VoIP telephone system upgrade.
- Paging stations microphones.

**Option 2, Total Cost: \$527,079.47**

- Core infrastructure, including Core Network and Server Hardware, and Microsoft Core Server OS and SQL software licenses.

The AAAC has advised Staff of the airlines' decision to support Option 1.

Amendment No. 3, classified as a "partial hardware refresh", reflects the changes in airline passenger processing with some of the originally installed hardware components no longer needed to support airline operations. These components will be removed.

## FUNDING

The Authority will initially provide the upfront funding for the proposed Amendment No. 3 capital costs. This cost will be repaid by the Airlines over a 12-month period starting the month after the certification and acceptance of the proposed upgrades.

## RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission for Amendment No. 3 of the Service Agreement with SITA for the Software Upgrade and Partial Hardware Refresh of the CUPPS at the Airport.

## PARTICULARS

## AMENDMENT NO.3

<b>Parties</b>	SITA	<b>Name</b>	<b>SITA Information Networking Computing USA Inc.</b>	
		<b>Address</b>	3100 Cumberland Blvd. Suite 900 Atlanta, Georgia 30339	
		<b>Address for notices</b>	As above	
		<b>Copy to</b>	SITA 26, Chemin de Joinville 1216 Cointrin – Geneva Switzerland	
		<b>Fax</b>	+41 22 747 6166	
		<b>Attention</b>	General Counsel	
		<b>Customer</b>	<b>Name</b>	<b>Burbank-Glendale-Pasadena</b>
			<b>Address</b>	2627 Hollywood Way Burbank, California 91505
			<b>Address for notices</b>	As above
			<b>Fax</b>	818-557-0263
<b>Attention</b>	Business, Property and Administrative Services			
<b>Recitals</b>	A	SITA provides airport services and solutions to customers around the world and provides certain services to Customer pursuant to the Airport Solution Line Service Agreement between SITA and Customer effective as of 01 October 2015, and as amended on 01 October 2019 and 03 February 2020, collectively the “Agreement”.		
	B	Customer now wishes to engage SITA to provide a platform upgrade to WIN 10 and a partial hardware refresh.		
	C	Following, the parties now wish to amend the Agreement as set out in this amendment 3 (Amendment 3).		
<b>Service Agreement</b>	Airport Solution Line Service Agreement between SITA and Customer effective as of 01 October 2015 as amended on 01 October 2019 and 03 February 2020.			
<b>Amendment No</b>	03			
<b>Amendment Effective Date</b>	This Amendment is effective on the date the last Party signs the Amendment ( <b>Amendment Effective Date</b> ).			
<b>Governing Law</b>	State of California, USA			
<b>SITA Reference(s)</b>	Customer ALD/NCC	-NC/000058706		

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Amendment Contract Number	2-00165524
Service Agreement Contract Number	1-509852833

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1. This Amendment 3 amends the below Service Schedule as contained in Agreement:

<b>Title</b>	Airport Solution Line Service Agreement, Service Schedules for: AirportConnect Open, AirportConnect CUSS Kiosk, AirportVision, Airport Voice, IP Telephony and Voice over IP (Solution Line Service Agreement)
<b>Effective Date</b>	01 October 2015
<b>SITA Ref (C2C ID)</b>	1-509852833, 2-00159318 (Amendment 1), 2-00160780 (Amendment 2)
<b>Customer Ref (if any)</b>	None

2. This Amendment 3 is effective on the date the last Party signs the Amendment (**Amendment Effective Date**). If this Amendment 3 continues after the expiry of the Agreement, the terms of the Agreement shall continue to apply to this Amendment.
3. The Amendment 3 amends the Solution Line Service Agreement as follows:
- (a) Appendix 1, attached hereto and fully incorporated herein, is now added to the Service Line Service Agreement.
  - (b) Schedule A- WIN10 Upgrade Pricing, attached hereto and fully incorporated herein, is now added to the Service Line Service Agreement
4. This Amendment 3 and its attachments constitute part of the Agreement, and the definitions in the Agreement apply to this Amendment. In the event of inconsistency between the terms of the Agreement and those of this Amendment, this Amendment will prevail.
5. All terms and conditions of the Agreement not modified by this Amendment 3 remain unchanged.
6. The Agreement, as modified by this Amendment constitutes the entire agreement between the parties with respect to the matters contemplated therein and supersedes all other representations of the parties, whether written or oral, except if fraudulently made.
7. Maintenance and Support for the equipment contained in Appendix 1 is addressed in the Agreement.

## SIGNING PAGE

The parties may sign this Amendment by electronic signature. If a party decides to sign using an electronic signature, they agree that the electronic signature applied to this Amendment is authentic, has the same force and effect as a hand-written signature and is applied by the signatory with the intent to be bound by the terms and conditions of this Amendment.

Signed for and behalf of **SITA**  
by its duly authorised representative:

Signature:



Name: Harihar Subramanian

Title: Finance Director

Date: Oct, 6, 2021

Signed for and behalf of **Customer**  
by its duly authorised representative:

Signature:

Name:

Title:

Date:

## APPENDIX 1 -

### Hardware Refresh

The following CORE equipment for CUPPS, FIDS and PAS will be upgraded:

Bill of Materials		Quantity		
Category	Equipment	On-Line QTY Replacement	Sparing QTY	Total
CUTE	CUTE PC's	81	4	85
	CUTE WIN10 Licenses	81		81
	CUTE Monitors	81	4	85
	Arm Mounts	81	4	85
	ATB/BTP Print Heads	68		68
	BTP Print Head (Delta TK302 printers)	2		2
	OCR/MSR Integrated Keyboard	2		2
	CUTE UPS Batteries (750 VA & 1500 VA)	34		34
	Document Printer		2	2
	S3/D4 PC's (includes WIN10 license)	11		11
CUSS	S3 GPP Printers	9		9
	S3 Barcode Printers	9		9
	S3 UPS	9		9
	D4 GPP Printers	2		2
	S3/D4 Screen Replacements	11		11
	S5 Kiosk WIN10 Licensing	10		10
VoIP	Cisco Business Edition 6000-Electronic SW	1		1
	Cisco Business Edition 6000M (M5)	2		2
	Cisco ISR 4331 UC Bundle, PVD4-32, UC License	5		5
	Cisco Unified Border Element (CUBE) - E-delivery	1		1
	Cisco UC Phone 7821	58	3	61

Paging	Cisco IP Phone 8811 Series	5		5
	Power Supply 30 Watt AC	1		1
	VoIP Service	LOT		
	Paging Stations	19	1	20
	Enclosures		2	2
	Paging Microphones		10	10
	Digital Audio Controller	2		2
	Sound Card	4		4
FIDS	APV DDC's	110	3	113
	32" APV Screens		24	24
	48" APV Screens (replaced 46")		1	1
	Wall Mounts for APV screens	18		18
Core Infrastructure & Network	FIDS Workstation	1		1
	Core Servers (1 SITA FLEX On-Premise Servers (formerly AirportConnect Open), 1 Dedicated SSO)	2		2
	Virtual APV/AVO Core (includes VM, ESX Failure/Servers, SAN, NAS, Licensing)	LOT		
	NAS Storage (2 CUTE, 1 VoIP)	3		3
	Tape Drive Backup	1		1
	SITA Community Internet Connectivity	1		1
	SITA Services Switches	1		1
	Access Switches (48 Port)	7		7
	Access Switches (24 Port)	12		12
	ES Switch	2		2
	ES Firewall	2		2
	KVM	1		1
	CMS Altriris License	92		92
Symantec Endpoint Licensing	102		102	
SQL Server Standard Edition	2		2	
Microsoft SQL Server License	2		2	



	Microsoft Windows Server CAL	92		92
	Microsoft Windows Server Std	6		6
	Ultrabac Suite	1		1

Any equipment not noted in the table above are not being refreshed, including:

- CUTE- Any peripherals not noted in the table above
- CUSS (S3 & D4)- Kiosk bases include any peripherals not noted in the table above
- Racks
- UPS
- VX Tracker

The project plan will be mutually agreed upon between both parties after the Project Kick Off Meeting.

#### Assumptions

- Shipping costs are included.
- The core rooms have adequate space, power, and cooling with associated maintenance contracts for the contract period.
- Customer responsible for consumables.
- Customer responsible for disposal of old equipment and current equipment (customer-owned equipment).
- WIN10 training costs included.
- Staging costs included.
- Cisco Smartnet support included for 1 year.
- The proposed taxes below include 9.5% local California sales tax which will be adjusted at time of invoice to the current local sales tax rates.
- Customer to provide storage space for equipment during the project.
- Cisco VoIP UC servers need to have Internet access directly or indirectly via a HTTPS proxy to reach Cisco Cloud SSM, unless an on-prem SSM server has been installed in BUR Airport.
- Customer is responsible for airline WAN connections.
- Assumes all airlines have compatible WIN10 CUTE and CUSS applications on the SITA platform.

## Schedule A – WIN 10 Upgrade Pricing

### 1. One-Time Charges

SITA shall invoice, and Customer shall pay to SITA the following one-time charges upon Completion. Completion is defined as when the new equipment is deployed and commissioned, airlines are actively using the system for their operations, the project is transitioned to operations for support and the Customer issues the Certificate of Completion.

<b>Win 10 Upgrade and Hardware Refresh</b>	
Total Price Including Taxes	\$1,106,007.52



**Hollywood  
Burbank**  
Airport

## Upgrade of SITA Systems at Hollywood Burbank Airport

**SITA**

## SITA Systems Deployed at BUR Airport

- AirportConnect Open SITA CUPPS Platform – 81 Workstations
- SITA AirportConnect Kiosks – CUSS Kiosks
  - D4 Kiosks – 2x
  - S3 Kiosks – 9x
  - S5 Kiosks – 10x
- VoIP Telephony – 63x Phones
- AirportVoice – Airport PAS – 19x Paging Station
- AirportVision – Airport FIDS – 110x Displays
- Core Server and Network Infrastructure for all Systems Above

## The Reason to Upgrade

- Increased risk of the Major Failure due to age of the Core HW Equipment (in average 8-9 years old)
- Core MS WIN Server and SQL DBs are EOS mainstream and extended support will be terminated in Jan 2023
- Increased risk of high number of the minor incidents as PCs and Printers used as CUPPS Workstations are 8-9 years old
- WIN 7 Support ended on Jan 14, 2020. Actually supported just via ESU (Extended Security Updates) until Jan 2023

## Upgrade Scope of Work Option 1

- Core for CUPPS, FIDS and PAS
  - Core Network Infrastructure HW
  - Core Server Infrastructure HW
  - Microsoft Core Server OS and SQL SW Licenses
  - Digital Audio Controllers and Sound Cards
- End User Terminal Equipment
- CUPPS WKs PC + WIN 10 + Peripheral Equipment
- CUSS PCs + WIN 10 and Peripheral Equipment
- VoIP Telephony Upgrade
- Professional Services for the deployment of the solution
- Paging Stations, Microphones
- Professional Services for the Deployment

<b>Total Price</b>	\$ 1,042,828.72
<b>Taxes (Hardware Only)</b>	\$ 63,178.80
<b>Total Price Including Taxes</b>	\$ 1,106,007.52

## Upgrade Scope of Work Option 2

- Core for CUPPS, FIDS and PAS
  - Core Network Infrastructure HW
  - Core Server Infrastructure HW
  - Microsoft Core Server OS and SQL SW Licenses
- Professional serviced for the Deployment

<b>Total Price</b>	\$ 506,386.38
<b>Taxes (Hardware Only)</b>	\$ 20,693.09
<b>Total Price including Taxes</b>	\$ 527,079.47

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 18, 2021**

**AWARD OF AMENDMENTS TO  
PROFESSIONAL SERVICE AGREEMENTS  
ALLIED UNIVERSAL**

Presented by  
Edward B. Skvarna  
Chief, Airport Police Department and  
Director, Public Safety

**SUMMARY**

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of amendments to two Professional Service Agreements (“Agreements”), copies attached, with Universal Protection Service LP, dba Allied Universal. One Agreement is for airport security and traffic control services, and the other Agreement is for airport consumer item inspection services. The proposed amendments (i) address costs of the staffing related to the return of passenger activity during the continuing recovery from COVID-19; and (ii) extend the term of each Agreement by one-year so that each Agreement will expire on October 31, 2022.

The cost for the proposed amendment for airport security and traffic control services is \$1,397,655. The cost of the proposed amendment for airport consumer item inspection services is \$174,895. Airport consumer inspection services are fully reimbursable by the in-terminal concessionaires using this service. A 10% contingency has been included for each service to allow staff the flexibility to address service levels.

**BACKGROUND**

The services provided by Allied Universal are:

1. Airport Security as defined in the Security Directive issued by the Transportation Security Administration requiring airport sponsors to provide “positive control” and identification of each person needing access to the Secured Area of the airport. This requires 24/7 staffing of two airfield checkpoints.
2. Traffic Control of the airport loop road from the crosswalk at the short-term parking structure to past Terminal B to minimize traffic congestion, improve vehicular flow, manage vehicle activity along the terminal curb front and ensure pedestrian safety.
3. Airport Consumer Item Inspection of any and all commercial merchandise and consumables for sale and/or use by screened individuals within the Sterile Area of the terminal for any prohibited item as well as allowing entry in this area by approved Security Identification Display Area badge holders. This specific service is fully reimbursable by the in-terminal concessionaires, MCS Burbank



LLC, for food and beverage and HG Burbank JV for news and gifts. Last month, the Commission approved a revised cost sharing agreement between these two concessionaires which reflected an adjustment in service levels needed for consumer good inspection services based on the recovering passenger activity levels. This revised cost sharing will continue to be effective through the term of the Agreements.

The proposed amendment for airport security and traffic control services includes the following:

1. Additional hours previously approved by the Commission in August that addressed the increase in passenger activity;
2. An increase in the hourly rate paid to line staff to address current labor market conditions for line staff; and
3. A 10% contingency, for staff to respond to unforeseen circumstances such as a greater increase in passenger activity.

The proposed amendment for consumer items inspection includes the following:

1. Retains the additional staffing hours previously approved by the Commission; and
2. A 10% contingency, for staff to respond to unforeseen circumstances such as a greater increase in demand for consumer items.

If the proposed amendments are approved, each of the Agreements will expire on October 31, 2022. Staff will issue a request for proposals for these services during the fiscal year and the incumbent will be allowed to participate.

Allied Universal has been providing these services at the Airport for the past four years and is in good standing with meeting the requirements under both Agreements.

### BUDGET IMPACT

Since the FY 2022 budget was developed, the level of passenger activity has exceeded the levels forecasted. This is in part due to the introduction and success of new air carriers serving new destinations, and the demand for leisure travel. Additionally, labor market conditions have exerted pressure with personnel recruitment and retention. This results in an estimated increased expense of \$325,000, in excess of the adopted FY 2022 budget for the security and traffic control services. The increase in cost for these services are anticipated to be covered by additional operating revenues generated from increased passenger activity. As previously mentioned, the cost for airport consumer item inspection services is fully reimbursed by the in-terminal concessionaires and there will be no impact to the budget.

As part of the extension period does fall into the next fiscal year, appropriations for these services will be included in the FY 2023 budget development.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed amendments with Allied Universal and authorize the President to execute the same.

**AMENDMENT NO. 3 TO  
PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Allied Universal)

THIS AMENDMENT NO. 3 (“Third Amendment”) to the October 15, 2018 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Universal Protection Service, LP d.b.a. Allied Universal (“Consultant”), a California Limited Partnership, is dated October 18, 2021 for reference purposes.

**RECITALS**

A. The parties executed the Agreement to provide for the Authority’s retention of Consultant as an independent contractor to provide the following professional services: airport consumer item inspection services.

B. The parties have executed the following amendments to the Agreement (collectively, “Prior Amendments”):

1. An October 19, 2020 Amendment No. 1 to: (i) provide for a one-year extension; and (ii) set the staffing level and compensation limit for the extension period.

2. A September 20, 2021 Amendment No. 2 to increase the contract amount.

C. The parties desire to amend the Agreement to: (i) provide for a one-year extension; and (ii) set the compensation limit for the extension period.

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

**1. Amendment of Section 1.** Paragraph (B) (“Contract Amount”) of Section 1 (“Definitions”) of the Agreement is amended to read as follows:

“(F) ‘Contract Amount’: Six Hundred Twenty-Four Thousand Nine Hundred Forty-Seven Dollars and Fifty-Two Cents (\$624,947.52).”

**2. Amendment of Section 3.** Paragraph (A) of Section 3 (“Term”) of the Agreement is amended to read as follows:

“A. This Agreement shall commence on October 16, 2018 and shall remain in full force and effect until October 31, 2022 unless terminated by either party pursuant to paragraph (B) below. The period from October 16, 2018 through October 31, 2020 shall be known as the ‘Base Period’. The period from November 1, 2020 to October 31, 2021 shall be known as ‘Extension Period 1’. The period from November 1, 2021 to October 31, 2022 shall be known as ‘Extension Period 2’.”

**3. Amendment of Section 4.** Paragraph (A) of Section 4 (“Compensation”) of the Agreement is amended to read as follows:

"A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Rate Sheet for the Base Period and according to the Supplemental Rate Sheet for Extension Period 1 and Extension Period 2. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Amount. In no event shall the compensation payable to Consultant for the Services during Extension Period 1 exceed One Hundred Twenty-Eight Thousand Five Hundred Sixty-Eight Dollars (\$128,568). In no event shall the compensation payable to Consultant for the Services during Extension Period 2 exceed One Hundred Seventy-Four Thousand Eight Hundred Ninety-Four Dollars and Seventy-Two Cents (\$174,894.72)."

**4. Preservation of Agreement.** Except as expressly modified by this Third Amendment, all of the provisions of the Agreement (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the provisions of the Agreement (as amended by the Prior Amendments), the provisions of this Third Amendment shall control.

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

**Universal Protection Service, LP**  
**d.b.a. Allied Universal**

Print Name:

STEVE CLAYTON

Signature:

[Handwritten Signature]

General Partner

[Pursuant to Corporations Code Section 15904.02, signature line must be executed by a general partner.]

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Paula Devine, President

Approved as to form:

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



**Proposed**  
**For the period from November 1, 2021 through October 31, 2022**  
**Hollywood Burbank Airport Consumer Goods Inspection**

Name	Weekly Hours	Regular Hourly Rate	Holiday Rate	Weekly	Monthly	Annually
Alpha 6	91	\$ 33.60	\$ 50.40	\$ 3,057.60	\$ 13,249.60	\$ 158,995.20
Bravo 5 (As needed)	0		\$ -	\$ -	\$ -	\$ -
<b>Total Hours</b>	<b>91.00</b>					
<b>*Budget may adjust based on weekly requested hours including holiday and operational needs.</b>			<b>Total</b>	<b>\$3,057.60</b>	<b>\$13,249.60</b>	<b>\$158,995.20</b>
					Contingency (10%)	\$15,899.52
						\$174,894.72

**AMENDMENT NO. 4 TO  
PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Allied Universal)

THIS AMENDMENT NO. 4 (“Fourth Amendment”) to the October 13, 2017 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Universal Protection Service, LP d.b.a. Allied Universal (“Consultant”), a California Limited Partnership, is dated October 18, 2021 for reference purposes.

**RECITALS**

A. The parties executed the Agreement to provide for the Authority’s retention of Consultant as an independent contractor to provide the following professional services: airport security and traffic control services.

B. The parties have executed the following amendments to the Agreement (collectively, “Prior Amendments”):

1. An April 15, 2019 Amendment No. 1 to expand the scope of services and increase the contract price.

2. An October 19, 2020 Amendment No. 2 to: (i) provide for a one-year extension; and (ii) set the staffing level and compensation limit for the extension period.

3. An August 16, 2021 Amendment No. 3 to increase the staff level and compensation limit for the remainder of the extension period.

C. The parties desire to amend the Agreement to: (i) provide for a one-year extension; and (ii) set the compensation limit for the extension period.

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

**1. Amendment of Section 1.** Paragraph (F) (“Contract Limit”) of Section 1 (“Definitions”) of the Agreement is amended to read as follows:

“(F) ‘Contract Limit’: Six Million Two Hundred Forty-Three Thousand Four Hundred Sixteen Dollars and Fifty-Four Cents (\$6,243,416.54).”

**2. Amendment of Section 3.** Section 3 (“Term”) of the Agreement is amended to read as follows:

**“3. Term.** The term of this Agreement shall be as follows: November 1, 2017 - October 31, 2018 (Year 1), November 1, 2018 - October 31, 2019 (Year 2), November 1, 2019 - October 31, 2020 (Year 3), November 1, 2020 - October 31, 2021 (Extension Period 1), and November 1, 2021 - October 31, 2022 (Extension Period 2).”

3. **Amendment of Section 4.** Paragraph (A) of Section 4 ("Compensation") of the Agreement is amended to read as follows:

"(A) The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Rate Sheet for Years 1-3 and according to the Supplemental Rate Sheet for Extension Period 1 and Extension Period 2. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit. In no event shall the compensation payable to Consultant for the Services set forth in Exhibit "A-1" exceed Two Hundred Twenty Thousand, Five Hundred Dollars and Zero Cents (\$220,500.00) between May 1, 2019 through October 31, 2020. In no event shall the compensation payable to Consultant for the Services during Extension Period 1 exceed One Million Ninety-nine Thousand Four Hundred Thirteen Dollars and Forty-Four Cents (\$1,099,413.44). In no event shall the compensation payable to Consultant for the Services during Extension Period 2 exceed One Million Three Hundred Ninety-Seven Thousand Six Hundred Fifty-Four Dollars and Fifty-Four Cents (\$1,397,654.54)."

4. **Preservation of Agreement.** Except as expressly modified by this Fourth Amendment, all of the provisions of the Agreement (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the provisions of the Agreement (as amended by the Prior Amendments), the provisions of this Fourth Amendment shall control.

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

**Universal Protection Service, LP**  
**d.b.a. Allied Universal**

Print Name: Steve Curran  
Signature:   
General Partner

[Pursuant to Corporations Code Section 15904.02, signature line must be executed by a general partner.]

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Paula Devine, President

Approved as to form:

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



Proposed

For the period from November 1, 2021 through October 31, 2022

Hollywood Burbank Airport Security and Traffic Services

Name	Weekly Hours	Pay Rate	Regular Hourly Rate	Holiday Rate	Weekly	Monthly	Annually	
Airport Security Supervisor(s)	112	\$ 18.00	\$ 29.39	\$ 44.08	\$ 3,291.12	\$ 14,261.52	\$ 171,138.24	
Airport Secured West Checkpoint	168	\$ 16.00	\$ 26.20	\$ 39.30	\$ 4,401.60	\$ 19,073.60	\$ 228,883.20	
Airport Secured North Checkpoint	168	\$ 16.00	\$ 26.20	\$ 39.30	\$ 4,401.60	\$ 19,073.60	\$ 228,883.20	
Airport Vehicle Traffic Controller AM	224	\$ 16.00	\$ 26.20	\$ 39.30	\$ 5,868.80	\$ 25,431.47	\$ 305,177.60	
Airport Vehicle Traffic Controller PM	240	\$ 16.00	\$ 26.20	\$ 39.30	\$ 6,288.00	\$ 27,248.00	\$ 326,976.00	
Traffic Controller Rover/Breaker	7	\$ 16.00	\$ 26.20	\$ 39.30	\$ 183.40	\$ 794.73	\$ 9,536.80	
TNC Coordinator (As needed)*	0		\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Hours</b>	<b>919.00</b>							
<b>*Budget may adjust based on weekly requested hours including holiday and operational needs.</b>					<b>Total</b>	<b>\$24,434.52</b>	<b>\$105,882.92</b>	<b>\$1,270,595.04</b>

Contingency (10%) \$127,059.50  
 \$1,397,654.54



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 18, 2021**

**ADJUSTMENTS TO AIRPORT PARKING OPERATION**

Presented by Tom Janowitz  
Senior Manager, Ground Access

**SUMMARY**

Subject to the recommendation from the Operations and Development Committee (“Committee”) meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the following: (i) reopening of Lot A and the Employee Lot to accommodate the increased public parking demand, (ii) increase in staffing by SP+ to service the increase in parking activity; (iii) reinstatement of parking shuttles provided by MV Transportation on a month-to-month basis from these remote parking lots, and (iv) authorization for staff to adjust parking rates up to the levels detailed in this report effective January 1, 2022.

**BACKGROUND**

Due to the COVID-19 pandemic and resulting decline in activity, the Authority closed Parking Lot A, Lot C, the Valet Lot, and the Employee Lot on March 30, 2020. Employee parking was relocated to a temporary section in the Valet Lot and the courtesy shuttle services to these lots were suspended, which resulted in parking staffing reduction.

After the initial staffing reduction by SP+, parking staffing and certain lots (Valet and Lot C) were reinstated in accordance with the increased demand for public parking. With the introduction of new air carriers, new destinations and the recovery of leisure travel, Staff has determined that additional parking capacity is needed to address revised forecasted holiday travel demand. Therefore, Staff is recommending the reopening of Lot A and the Employee Lot to add capacity to the Valet operation in early November. This in turn will require expanding the courtesy shuttle services to include these two lots as well as continued service to Lot C.

The chart below depicts the estimated expense impact of the proposed actions as compared to the adopted FY 2022 budget.

Budget Line Item	FY 2022 Estimated Actuals	FY 2022 Adopted Budget	Estimated Additional Expenses
Contractual Parking Operations (SP+) - acct. #8625	\$ 4,440,000	\$ 3,770,000	\$ 670,000
Services (Shuttle Services) - acct. #8626	1,785,000	65,000	1,720,000
<b>Totals</b>	<b>\$ 6,225,000</b>	<b>\$ 3,835,000</b>	<b>\$ 2,390,000</b>

The estimated expenses in the amount of \$670,000 is for SP+ staffing to support the operations at the remote parking lots and the increase in demand for self and valet parking.

The estimated amount of expenses of \$1,720,000 for shuttle services is based on the month-to-month service rate currently provided by MV Transportation. Staff has issued a Request for Proposals for shuttle service with responses due in November. This will result in a refinement of cost which Staff will bring back to the Committee and Commission for its consideration. Pending the selection of a shuttle service provider, Staff requests authorization to utilize the services of MV Transportation on a month-to-month basis at an estimated cost of approximately \$173,000 per month plus fuel costs.

These parking operation adjustment proposals are in response the growing demand for parking capacity and the need to maintain a consistent level of customer service to the Airport's parking patrons.

The estimated additional expenses in the amount of \$2,390,000 are anticipated to be funded by (i) a proposed parking rate increase effective January 1, 2022, and (ii) favorable operating revenue performance based on the better than forecasted passenger activity.

Below are details of proposed parking rate increases.

**PROPOSED PARKING RATE INCREASES**

The following table summarizes the current parking rates and the proposed increases.

<u>Lot</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
A	\$10/Day	\$13/Day
C	\$12/Day	\$15/Day
E	\$24/Day	No Change
G	\$23/Day	No Change
Structure	\$32/Day	\$34/Day
Valet	\$24/Day	\$27/Day

The last time the Commission adjusted parking rates was in 2016 with an increase of \$1.00. The proposed rate changes would increase parking revenues by approximately \$1,200,000 for the second half of FY 2022 (January to June 2022) reduced by the City of Burbank parking tax of 12%. If the proposed rate increases are approved, Staff will undertake a public outreach program to provide sufficient notice to the public of the pending increases.

**RECOMMENDATION**

Subject to the recommendation from the Committee meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the following: (i) reopening of Lot A and the Employee Lot, (ii) increase in SP+ staffing to service the increase in parking activity; (iii) reinstatement of parking shuttles provided by MV Transportation from the remote parking lots, and (iv) authorization for staff to adjust parking rates up to the levels detailed above effective January 1, 2022.

## Hollywood Burbank Airport

REVENUE PASSENGERS	August			January - August		
	2021	2019	% Change	2021	2019	% Change
-----						
Signatory Airlines						
-----						
Alaska Airlines	42,828	66,494	-35.59%	202,962	412,554	-50.80%
American Airlines	33,723	28,797	17.11%	182,742	197,716	-7.57%
Avelo Airlines	33,978	0	N/A	155,980	0	N/A
Delta Airlines	18,134	29,216	-37.93%	94,348	130,575	-27.74%
Frontier Airlines	15,355	0	N/A	25,139	0	N/A
JetBlue Airways	10,197	19,386	-47.40%	28,992	163,406	-82.26%
Southwest Airlines	253,564	361,512	-29.86%	1,173,707	2,686,184	-56.31%
Spirit Airlines	3,493	14,008	-75.06%	21,134	32,355	-34.68%
United Airlines	4,032	37,078	-89.13%	25,246	211,571	-88.07%
-----						
<b>Total Revenue Passengers</b>	<b>415,304</b>	<b>556,491</b>	<b>-25.37%</b>	<b>1,910,250</b>	<b>3,834,361</b>	<b>-50.18%</b>
=====						
Inbound (deplaned)	208,414	277,778	-24.97%	956,867	1,912,625	-49.97%
Outbound (enplaned)	206,890	278,713	-25.77%	953,383	1,921,736	-50.39%

AIRCRAFT OPERATIONS	August			January - August		
	2021	2019	% Change	2021	2019	% Change
-----						
<b>Landings &amp; Takeoffs</b>						
Air Carrier	4,297	6,026	-28.69%	22,500	42,562	-47.14%
Air Taxi	1,895	1,860	1.88%	12,173	14,482	-15.94%
General Aviation	2,586	2,971	-12.96%	18,700	20,938	-10.69%
Military Itinerant	35	34	2.94%	279	333	-16.22%
<i>Subtotal</i>	<i>8,813</i>	<i>10,891</i>	<i>-19.08%</i>	<i>53,652</i>	<i>78,315</i>	<i>-31.49%</i>
-----						
<b>Pass Through BUR Airspace</b>						
Civil Local	3,146	2,182	44.18%	24,845	18,860	31.73%
Military Local	0	0	N/A	0	0	N/A
<i>Subtotal</i>	<i>3,146</i>	<i>2,182</i>	<i>44.18%</i>	<i>24,845</i>	<i>18,860</i>	<i>31.73%</i>
=====						
<b>Total Aircraft Operations</b>	<b>11,959</b>	<b>13,073</b>	<b>-8.52%</b>	<b>78,497</b>	<b>97,175</b>	<b>-19.22%</b>

**Air Carrier:** Scheduled commercial air carrier operations; including cargo operators

**Air Taxi:** Smaller aviation operators such as charters, commuter carriers or on-demand operators

**General Aviation:** Civil aviation operations for personal use

**Military Itinerant:** Military aviation activities

**Civil Local:** Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR.

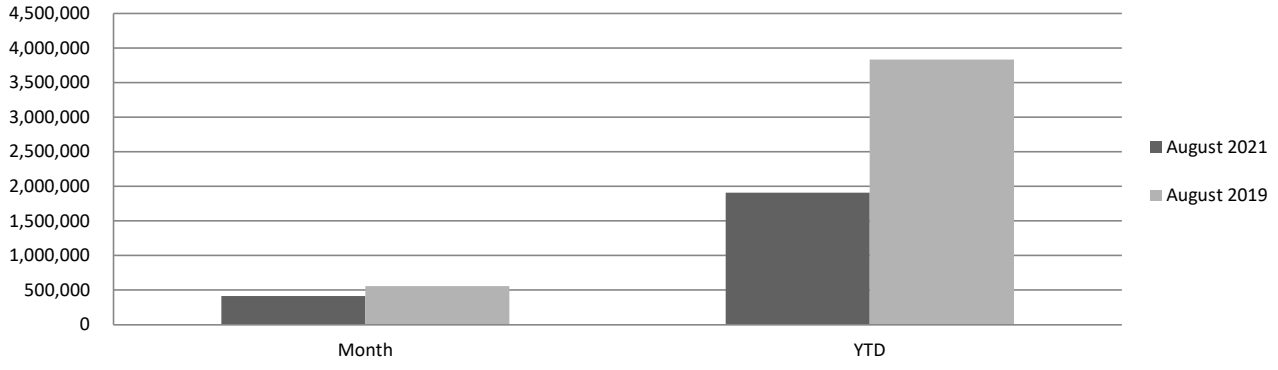
**Military Local:** Military aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

## Hollywood Burbank Airport

AIR CARGO (lbs.)	August			January - August		
	2021	2019	% Change	2021	2019	% Change
<b>Signatory Airlines</b>						
Alaska Airlines	296	718	-58.77%	3,775	5,264	-28.29%
American Airlines	112	202	-44.55%	1,584	213	643.66%
Avelo Airline						
Delta Airlines	0	55	-100.00%	0	55	-100.00%
Frontier Airlines						
JetBlue Airways						
Southwest Airlines	243,817	163,568	49.06%	1,353,323	1,264,861	6.99%
Spirit Airlines						
United Airlines	0	999	N/A	0	45,458	-100.00%
<b>Other Scheduled Carriers</b>						
Federal Express	4,454,544	4,381,876	1.66%	35,595,202	35,587,191	0.02%
United Parcel Service	4,152,195	4,619,324	-10.11%	32,916,351	32,038,660	2.74%
<b>Charter/Contract Carriers</b>						
Ameriflight	190,748	287,703	-33.70%	1,606,496	1,850,010	-13.16%
<b>Total Air Cargo</b>	<b>9,041,712</b>	<b>9,454,445</b>	<b>-4.37%</b>	<b>71,476,731</b>	<b>70,791,712</b>	<b>0.97%</b>
Inbound (deplaned)	4,531,520	4,625,392	-2.03%	35,411,571	34,437,058	2.83%
Outbound (enplaned)	4,510,192	4,829,053	-6.60%	36,065,160	36,354,654	-0.80%

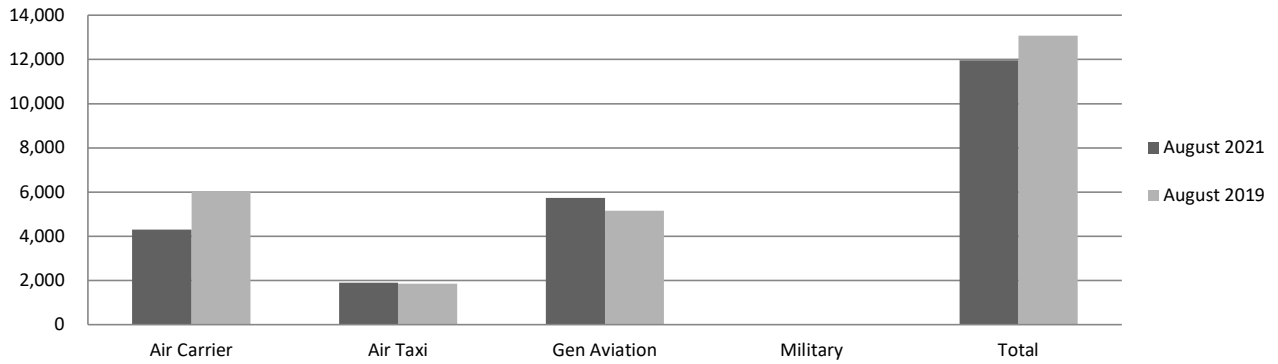
MAIL (lbs.)	August			January - August		
	2021	2019	% Change	2021	2019	% Change
American Airlines	0	0	N/A	0	0	N/A
<b>Total Mail</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
Inbound (deplaned)	0	0	N/A	0	0	N/A
Outbound (enplaned)	0	0	N/A	0	0	N/A

### Revenue Passengers



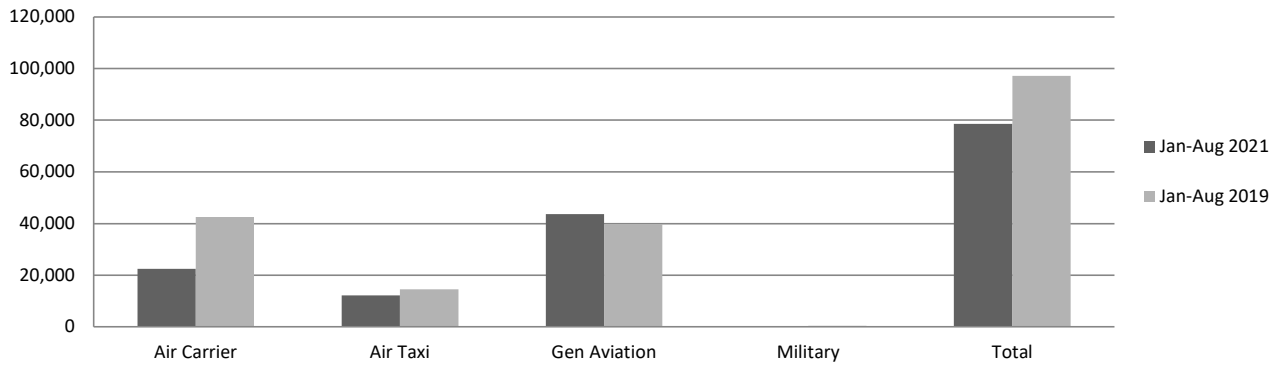
Revenue Passengers	Month	YTD
August 2021	415,304	1,910,250
August 2019	556,491	3,834,361
% Change	-25.37%	-50.18%

### Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
August 2021	4,297	1,895	5,732	35	11,959
August 2019	6,026	1,860	5,153	34	13,073
% Change	-28.69%	1.88%	11.24%	2.94%	-8.52%

### Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Aug 2021	22,500	12,173	43,545	279	78,497
Jan-Aug 2019	42,562	14,482	39,798	333	97,175
% Change	-47.14%	-15.94%	9.42%	-16.22%	-19.22%

# Hollywood Burbank Airport

REVENUE PASSENGERS	August			January - August		
	2021	2020	% Change	2021	2020	% Change
-----						
Signatory Airlines						
-----						
Alaska Airlines	42,828	13,285	222.38%	202,962	130,618	55.39%
American Airlines	33,723	14,920	126.03%	182,742	128,455	42.26%
Avelo Airline	33,978	0	N/A	155,980	0	N/A
Delta Airlines	18,134	196	9152.04%	94,348	55,556	69.83%
Frontier Airlines	15,355	0	N/A	25,139	0	N/A
JetBlue Airways	10,197	0	N/A	28,992	49,557	-41.50%
Southwest Airlines	253,564	83,212	204.72%	1,173,707	1,043,135	12.52%
Spirit Airlines	3,493	3,657	-4.48%	21,134	34,726	-39.14%
United Airlines	4,032	5,307	-24.02%	25,246	81,470	-69.01%
-----						
<b>Total Revenue Passengers</b>	<b>415,304</b>	<b>120,577</b>	<b>244.43%</b>	<b>1,910,250</b>	<b>1,523,517</b>	<b>25.38%</b>
=====						
Inbound (deplaned)	208,414	61,395	239.46%	956,867	762,071	25.56%
Outbound (enplaned)	206,890	59,182	249.58%	953,383	761,446	25.21%

AIRCRAFT OPERATIONS	August			January - August		
	2021	2020	% Change	2021	2020	% Change
-----						
<b>Landings &amp; Takeoffs</b>						
Air Carrier	4,297	2,593	65.72%	22,500	25,570	-12.01%
Air Taxi	1,895	1,070	77.10%	12,173	10,583	15.02%
General Aviation	2,586	2,152	20.17%	18,700	16,005	16.84%
Military Itinerant	35	19	84.21%	279	305	-8.52%
<i>Subtotal</i>	<b>8,813</b>	<b>5,834</b>	<b>51.06%</b>	<b>53,652</b>	<b>52,463</b>	<b>2.27%</b>
-----						
<b>Pass Through BUR Airspace</b>						
Civil Local	3,146	3,171	-0.79%	24,845	21,215	17.11%
Military Local	0	0	N/A	0	0	N/A
<i>Subtotal</i>	<b>3,146</b>	<b>3,171</b>	<b>-0.79%</b>	<b>24,845</b>	<b>21,215</b>	<b>17.11%</b>
=====						
<b>Total Aircraft Operations</b>	<b>11,959</b>	<b>9,005</b>	<b>32.80%</b>	<b>78,497</b>	<b>73,678</b>	<b>6.54%</b>

**Air Carrier:** Scheduled commercial air carrier operations; including cargo operators

**Air Taxi:** Smaller aviation operators such as charters, commuter carriers or on-demand operators

**General Aviation:** Civil aviation operations for personal use

**Military Itinerant:** Military aviation activities

**Civil Local:** Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR.

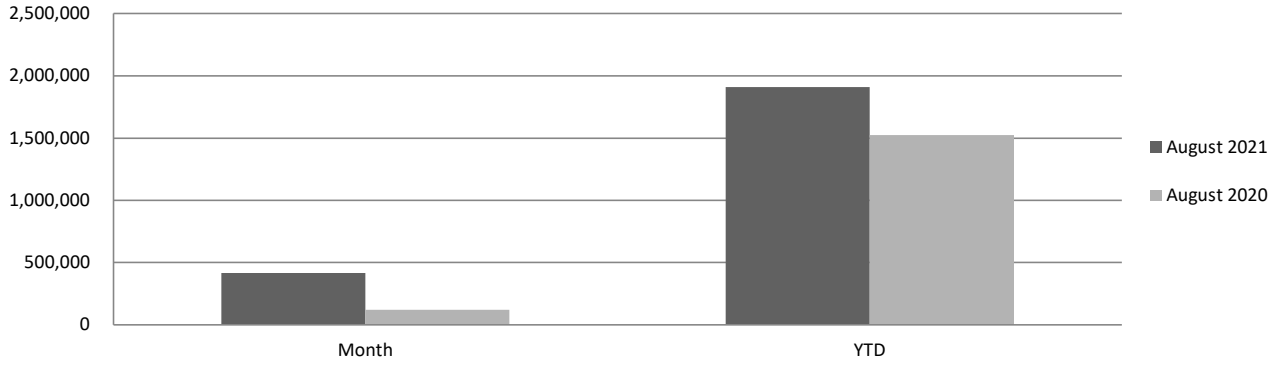
**Military Local:** Military aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

# Hollywood Burbank Airport

AIR CARGO (lbs.)	August			January - August		
	2021	2020	% Change	2021	2020	% Change
<b>Signatory Airlines</b>						
Alaska Airlines	296	1,355	-78.15%	3,775	3,952	-4.48%
American Airlines	112	2	5500.00%	1,584	599	164.44%
Avelo Airline						
Delta Airlines	0	29,280	-100.00%	0	29,288	-100.00%
Frontier Airlines						
JetBlue Airways						
Southwest Airlines	243,817	60,987	299.79%	1,353,323	956,962	41.42%
Spirit Airlines						
United Airlines	0	0	N/A	0	1,106	-100.00%
<b>Other Scheduled Carriers</b>						
Federal Express	4,454,544	4,412,589	0.95%	35,595,202	33,856,994	5.13%
United Parcel Service	4,152,195	4,353,182	-4.62%	32,916,351	36,813,417	-10.59%
<b>Charter/Contract Carriers</b>						
Ameriflight	190,748	270,721	-29.54%	1,606,496	2,251,780	-28.66%
<b>Total Air Cargo</b>	<b>9,041,712</b>	<b>9,128,116</b>	<b>-0.95%</b>	<b>71,476,731</b>	<b>73,914,098</b>	<b>-3.30%</b>
Inbound (deplaned)	4,531,520	4,491,748	0.89%	35,411,571	39,103,352	-9.44%
Outbound (enplaned)	4,510,192	4,636,368	-2.72%	36,065,160	34,810,746	3.60%

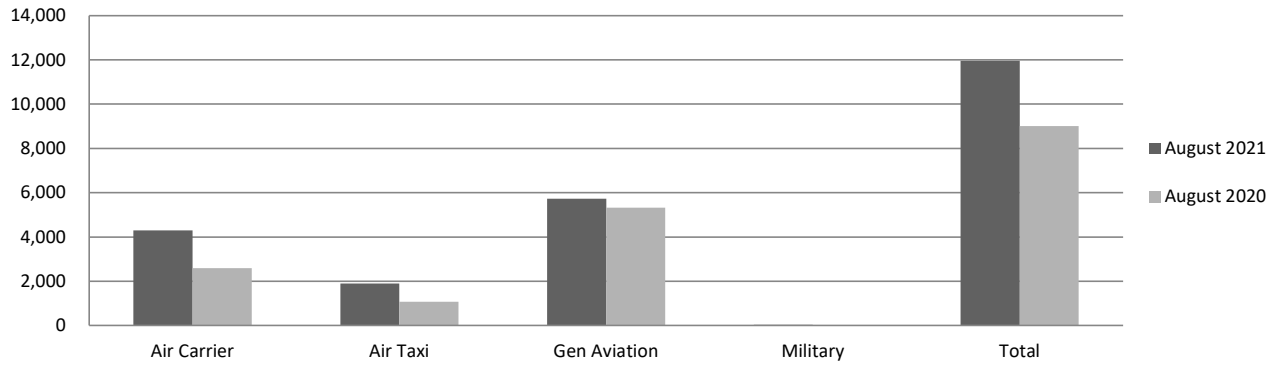
MAIL (lbs.)	August			January - August		
	2021	2020	% Change	2021	2020	% Change
American Airlines	0	0	N/A	0	6,032	-100.00%
<b>Total Mail</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>6,032</b>	<b>-100.00%</b>
Inbound (deplaned)	0	0	N/A	0	3,016	-100.00%
Outbound (enplaned)	0	0	N/A	0	3,016	-100.00%

### Revenue Passengers



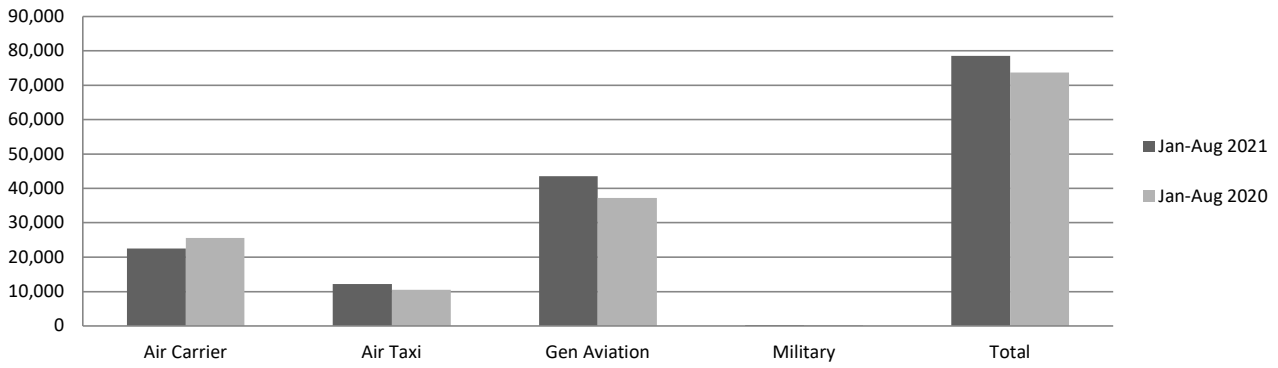
Revenue Passengers	Month	YTD
August 2021	415,304	1,910,250
August 2020	120,577	1,523,517
% Change	244.43%	25.38%

### Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
August 2021	4,297	1,895	5,732	35	11,959
August 2020	2,593	1,070	5,323	19	9,005
% Change	65.72%	77.10%	7.68%	84.21%	32.80%

### Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Aug 2021	22,500	12,173	43,545	279	78,497
Jan-Aug 2020	25,570	10,583	37,220	305	73,678
% Change	-12.01%	15.02%	16.99%	-8.52%	6.54%



## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/ RDM International, Inc., dba RDM Professional Services, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated October 18, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and RDM International, Inc., dba RDM Professional Services, Inc. (“Consultant”), a Virginia corporation.

### RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: (i) design services for the rehabilitation of pavements on Taxiway Charlie and adjacent areas; and (ii) construction administration services for such project.

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

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

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

- A. “Commencement Date”: October 18, 2021.
- B. “Contract Administrator”: Karen Sepulveda or a duly authorized designee.
- C. “Contract Amount”: One Hundred Ninety-Nine Thousand Nine Hundred Ninety-Seven Dollars (\$199,997.00).
- D. “Executive Director”: Frank R. Miller or a duly authorized designee.
- E. “Expiration Date”: May 1, 2022.
- F. “Federal Requirements” the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- G. “Fee Schedule”: the fee schedule set forth in the attached Exhibit A.
- H. “Indemnities”: the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

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

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

## **2. Services.**

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

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

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

## **3. Term.**

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

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

## **4. Compensation.**

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

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

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

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

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

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

**9. Indemnification.**

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Indemnitees from and against damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") which are incurred by any Indemnitee but only to the extent caused by the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under California Civil Code Section 2782.8(c)(2).

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

connection therewith or in enforcing the indemnity herein provided. Consultant's duty to defend pursuant to this paragraph B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

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

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

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

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

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

Consultant  
RDM International, Inc.  
14310 Sullyfield Circle  
Chantilly, VA 20151  
Attn: Peter Yip  
E-mail: [pckyip@rdmintlinc.com](mailto:pckyip@rdmintlinc.com)

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

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

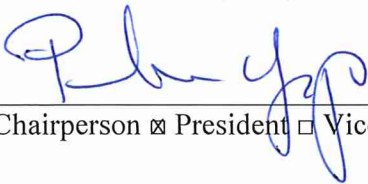
**15. Exhibits.** Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material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

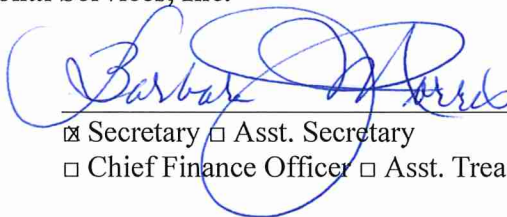
**16. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted,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

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

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

**RDM International, Inc., dba RDM Professional Services, Inc.**

  
\_\_\_\_\_  
 Chairperson  President  Vice President

  
\_\_\_\_\_  
 Secretary  Asst. Secretary  
 Chief Finance Officer  Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Paula Devine, President

Approved as to form:

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

**EXHIBIT A**  
**Scope of Services/Fee Proposal**

(attached)



October 5, 2021 (Revised)

Burbank-Glendale-Pasadena Airport Authority  
Attention: Lanna Aguilera, C.P.  
Senior Procurement Specialist  
2627 North Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)



**RE: Scope of Work and Fee Proposal for Taxiway C & Shoulder Rehabilitation Design Services at the Hollywood Burbank Airport (BUR)**

Dear Ms. Aguilera,

In accordance with the above referenced request for proposal, RDM International, Inc. (RDM) is hereby submitting our scope and fee to perform the requested work.

Included herein is our estimated lump sum fee derivation for the work to be performed by each of the RDM team members to complete the required services. The proposed lump sum fee is \$199,997.

Sincerely,  
RDM International, Inc.




Christopher S. Decker, PE  
Project Manager – Vice President  
[cdecker@rdmintlinc.com](mailto:cdecker@rdmintlinc.com)

Enclosures

Cc:  
Peter Yip, PE – RDM  
Tom Lee, PE – RDM  
David Stromberg, PE - RDM

**Distribution of Work**

The work for this project will be distributed between members of the RDM team as follows:

Company	Role
	Prime Consultant; Project Management; Design Management; Client Interaction; Design Development; Construction Administration; Civil & Pavement Engineering; Phasing & Scheduling; Cost Estimating and Budget Development; Overall QA/QC; Value Engineering
	Land Survey & Mapping – Surveying in accordance to FAA AC 150/5300-16A,17B & 18B
	Geotechnical Engineering

**Design Fee**

Attached is the scope of design services and associated labor hour estimate breakdown including the summary of direct expenses for this task for your review and approval.

<b><u>Firm</u></b>	<b><u>Fee</u></b>
RDM	\$ 150,143.00
WAGNER	\$ 29,414.00
RMA	\$ 20,440.00
<b>Total</b>	<b>\$ 199,997.00</b>

The total lump sum fee requested for this work is **\$199,997**.



SCOPE OF WORK  
PROJECT NO. E21-01  
TAXIWAY C AND SHOULDERS REHABILITATION DESIGN SERVICES  
HOLLYWOOD BURBANK AIRPORT  
BURBANK, CALIFORNIA  
October 1, 2021 (*Revised October 5, 2021*)



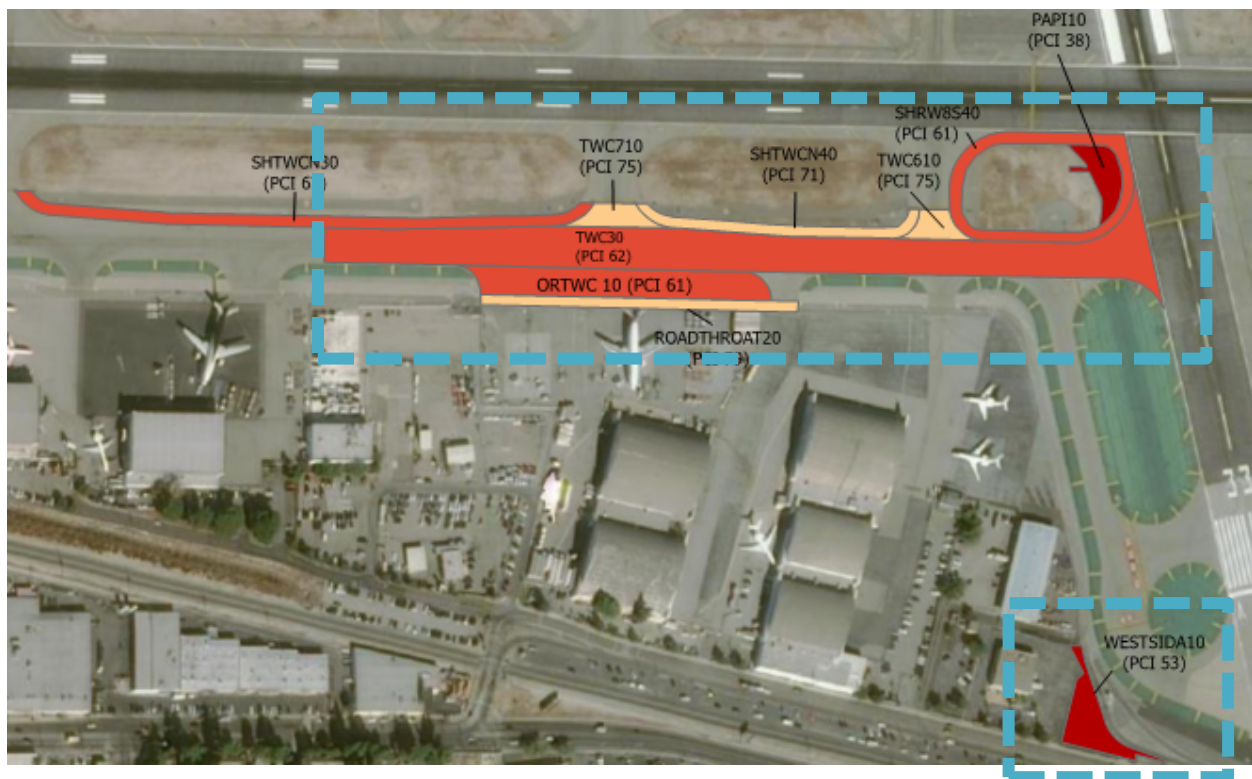
**RDM International, Inc.**  
**14310 Sully Field Circle, Suite 600**  
**Chantilly, VA 20151**  
**Telephone 703-709-2540 • Fax 703-709-2535**

# I. PROJECT DESCRIPTION

## *Taxiway C and Shoulders Rehabilitation Design Services*

This scope of work comprises of tasks for delivery of the components of the Phase 1 – Design Services outlined in the RFQ. The project deliverables will provide the design of new asphalt pavement to improve safety conditions by replacing existing material that is exhibiting various distresses which may develop into foreign object debris (FOD). Additionally, Phase 2 - Construction Administration Services will be required to provide professional engineering oversight during the construction process but will be negotiated at a later date.

The Phase 1 Design Services portion of the project consists of the following areas and associated assumptions:



- Mill and overlay of existing asphalt pavement within the above referenced area per the following:
  - Taxiway C full strength pavement – evaluate rehab for deeper mill/replace on keel section with a more shallow mill/replace on side sections (west of TWY C7 to RWY 15-33).
  - Taxiway C Shoulder Areas – Evaluate simple shallow mill/replace consistent without outside solution for TWY C. Scope of work for shoulders not anticipated to extend beyond full strength project limits for TWY C.
  - TWY C6 and TWY C7 Areas – Evaluate repairs with grading in mind to correct existing ponding concerns outside RSA limits and evaluate sealing from rehab limits to runway (no shoulder work).
  - PAPI Area – Evaluate milling around foundations and not paving back

- West SIDA 10 Area – Simple Shallow mill/replace
- The scope of work will include bid support
- Project is AIP Eligible – FAA AC-150/5100-14E or latest edition requirements
- Design Schedule requires bids received by April 1, 2022.

For the defined project area, this scope of work will consist of engineering efforts for the design phase and construction phase services of the project. Five percent (5%) of the overall design effort is dedicated toward the quality of the project. In accordance with RDM's Quality Management Program (QMP), this includes independent quality control reviews, detailed checking of all documents, project management reviews, and constructability reviews. RDM commits to a minimum of 13% DBE participation on this project.

Specific project components of the scope of work per the RFQ include:

All drawings for this project shall be developed digitally and shall be compatible with AutoCAD Version 2017. RDM will supply the Authority all licensed copies of all associated files to ensure the Authority can process and modify the drawings on its own. All reports and technical specifications will be developed in Microsoft Word Office 2010.

1. Work with Authority Engineering Staff to validate PCIs for identified sections.
2. Validate the proposed project boundaries or recommend modified project boundaries for review.
3. Prepare a Design Basis Report that summarizes the recommended pavement structure considering budget constraints. Lifecycle costing shall be provided per RFQ for a minimum of three pavement designs.
4. Prepare design for defined project areas in accordance with the selected design approach and consistent with FAA ACs
5. During design development, specifically any recommended modifications to FAA design standards prompted by existing conditions for Authority review and approval. If deemed necessary, coordinate the modification to standard process with the FAA
6. Develop and maintain a project design schedule using Critical Path Methodology
7. Design phased construction to minimize impact to airport operations
8. Prepare plans and technical specifications in coordination with Airport personnel
9. Develop Engineer's Estimates at the 60%, 90% and Final Submittals
10. Prepare Sponsor's Engineer Report and CSPP for submittal to the FAA
11. Make formal submittals at 30% (Conceptual), 60% (Design Development), 90% (Pre-Final), and 100% (Final/Bid Design)
12. Coordinate and document meetings with staff and stakeholders pertaining to discussion of construction design and phasing
13. Review and answer Requests for Clarification (RFC) during the bid phase
14. Bid proposal evaluation
15. Prepare FAA Construction Safety and Phasing Plan and submit to the FAA no later than the 90% Design and Final Submission.

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

- 1) Major airfield electrical and signage improvements or adjustments (other than evaluation and minor adjustments as required by project phasing);
- 2) Grading and drainage improvements or adjustments (other than those required to assure all paved areas have positive drainage);

- 3) Review of non-standard elements pertaining to airfield geometry (other than the areas identified within the project limits or directly adjacent to the same limits);
- 4) Environmental Documentation (other than those that may be required inside the project limits).

## **II. PROJECT TASKS**

### **PHASE 1 – Design Services**

#### **A. TASK 1: CONCEPTUAL PACKAGE DEVELOPMENT**

##### **TASK 1.1 PROJECT KICK-OFF MEETING**

RDM will coordinate and attend one (1) virtual pre-design meeting with the Authority's staff at the Hollywood Burbank Airport to establish the preliminary design goals, communication program, and methods. The meeting will be attended by the RDM principal-in-charge, project manager and or project engineer.

##### **PROJECT MANAGEMENT AND COORDINATION:**

- Project Scheduling – Development of a design project schedule for the consultant and the subconsultants during the project using Critical Path Methodology (CPM). This schedule will be maintained throughout the project and updated as required. Any changes that are required will be reviewed with the Authority.
- Coordination with Stakeholders – RDM will coordinate with project stakeholders to ensure requirements are understood and communication is maintained. The focus of the communication will be on phasing of the project, clear scope understanding and shared expectations of the project. RDM will also coordinate with the subconsultants to ensure they are getting the correct information from other team members and they supply the correct information to other team members in a timely manner.

##### **TASK 1.2 COLLECT AND REVIEW AVAILABLE DATA**

RDM will collect, review, compile, and summarize available data related to the project. RDM will review files and records to determine relevant information for the Authority to provide, this may include airport master plan, airport layout plan, APMS reports, aerial photogrammetry, survey data, previous record drawings, specifications, electronic drawing files (e.g. AutoCAD, GIS), and geotechnical investigation reports as required. It is anticipated that RDM will already have some relevant information and the Authority may need to confirm that RDM has the latest information related to the project rather than re-send duplicate information.

A list of all documents/information to be collected will be summarized in a spreadsheet and transmitted to the Authority for review after NTP is received.

##### **TASK 1.3 TOPOGRAPHIC SURVEY, GEOTECHNICAL INVESTIGATION, PAVEMENT EVALUATION AND COORDINATION**

RDM will provide topographic survey services by Wagner Engineer & Survey, Inc (Wagner). All survey field activities will be coordinated in advance with the Authority. RDM will coordinate and review with Wagner all criteria required for collecting topography within the project limits. All survey data will be provided to the Authority in an acceptable electronic format. Topographic survey services are planned to be completed during night time hours. It is anticipated that a 25 feet grid with tighter 12.5 feet grid at connection from TWY C to TWY C7 and TWY C6 (from centerline of TWY C to limits to RSA for RWY 8-26).

RDM team member RMA Group (RMA) will provide geotechnical investigation services as defined herein.

The geotechnical services will include 10 pavement core locations and 2 borings in separate locations from cores for the design project for Taxiway C. Detailed locations will be provided upon review of the previously completed Non-destructive testing (NDT). Detailed Geotechnical scope will include:

- Advance through the pavement system with 4-inch diameter core bit and determine surface course, base course, and sub-base course thickness for each location.
- Determine Asphalt lift thickness for all core and boring locations.
- Perform Dynamic Cone Penetration (DCP) test for the soil subgrade.
- The core hole should be back-filled with the base material to its original thickness and the remainder of the core hole should be filled with fast setting grout to the pavement surface.
- Two borings should be advanced across the project site to the depth of 10-feet below ground surface or auger refusal, whichever is shallower.

The soil samples obtained from the borings should be classified in the field and the laboratory according to the unified soil classification system (USCS). The laboratory testing of the subsurface soil will include the following:

- Natural moisture content tests on all 2 samples;
- Atterberg Limit test on all 2 samples;
- Grain size analysis tests on all 2 samples;
- Modify proctor tests on all 2 samples; and
- California Bearing Ratio (CBR) tests on all 2 samples.

Sample collection and required testing should follow ASTM procedures. The ground water should be measured and recorded in each boring during and after completion.

All geotechnical field activities will be coordinated with the Authority. RDM will coordinate and review all criteria required for collecting required geotechnical information within the project limits with RMA. The scope will include any geotechnical investigation required to validate pavement thickness and composition for the airfield pavements. All geotechnical data will be provided to the Authority in acceptable electronic format. Geotechnical investigation services are proposed to be completed during night time hours. All test locations will be identified by RDM and cleared of utility conflicts. The Authority shall review all proposed test locations prior to the start of the geotechnical investigations.

RDM will utilize the NDT results summarized in the Airport Pavement Management System Final Report (prepared May 31, 2018 by RDM) to advance the pavement evaluation on the project area in order to confirm assumptions within the limit of work. An updated distress evaluation and mapping will be performed prior to design. Any

deviation from the assumptions will be discussed with the Authority. RDM will provide a finalized pavement evaluation and produce distressed mapping to advance into the design of the project.

RDM project personnel identified for field investigations will be badged based on teaming requirements to perform the work in the AOA area. All inspections within the scheduled hours will provide adequate personnel to perform the survey and testing in an appropriate timeframe. Two (2) portable light plants will be necessary for RDM to provide the detailed inspections. The Authority will provide security escort during the initial site visit or as required by BUR.

#### TASK 1.4 PAVEMENT DESIGN ALTERNATIVES AND CONSTRUCTABILITY ALTERNATIVES FOR THE DESIGN

RDM will develop one baseline pavement design alternative and two additional pavement design alternatives as a part of this scope of services. In addition, each alternative pavement design will be evaluated for constructability as part of the baseline scope of services.

RDM will use the FAA mechanistic design method to evaluate the structural capacity of the taxiway and throat connectors. The FAA's FAARFIELD programs are proposed as the primary mechanistic design methods as prescribed in FAA Advisory 150-5320-6F *Airport Pavement Design and Evaluation*. Aircraft traffic data (fleet mix) will be confirmed by the Authority. Pavement design and analysis will be provided for the proposed 10-year traffic forecast. RDM will evaluate and rank rehabilitation options for the design alternatives, the potential repair requirements as a function of: initial construction cost; life cycle cost; maintainability; reliability; constructability; time for construction; operational disruptions; and contractor familiarity with the construction process. In addition, the various construction options will require appropriate overload designs on potentially thin pavement sections for short periods of time. Based on the design option results, details for providing both longitudinal and transverse transition ramps will be developed during the 60% design development phase.

RDM will provide a Design Basis Report that summarizes the pavement rehabilitation recommendations based on the evaluation of three pavement design concepts and results of the associated life cycle cost analysis (LCCA).

#### TASK 1.5 30% CONCEPTUAL DESIGN

##### TASK 1.5.A SCHEMATIC DESIGN PLANS

RDM will begin the schematic documentation, including schematic plans, schematic plan layout and an order-of-magnitude estimate of probable construction cost based on existing CAD files and then will introduce survey and other field data results as they become available. This documentation will represent a conceptual completion of the design that will be at approx. 30% level. The following list of drawings will be submitted (mainly 1"=40' on a 22"x34" electronic drawing):

##### CONSTRUCTION PLANS

C000 Series Cover, Index, Notes, Quantity Table, Layout Plan
--

C100 Series Demolition Plans
C150 Series Demolition Details
C200 Series Paving Plans
C350 Series Typical Pavement Sections
C450 Series Erosion Control Details
C700 Series Pavement Marking Plans and Details

#### TASK 1.5.B TECHNICAL SPECIFICATIONS

A Table of Content (TOC) of Volume II (technical) specifications will be included in the deliverable.

#### TASK 1.5.C CONSTRUCTION ESTIMATE

At the completion of the Schematic Design, an order-of-magnitude cost estimate will be developed reflecting the selected design. RDM will review and confirm each element with the responsible subconsultant prior to submission to the Authority. Any comments received, as a result of the submission to the Authority, will be addressed prior to re-submission for approval. The approved Schematic Design estimate will establish an order-of-magnitude cost of the construction project.

#### TASK 1.6 CONCEPTUAL DEVELOPMENT PACKAGE QUALITY CONTROL REVIEW

RDM will conduct in-house quality control review of the 30% Schematic Design plans, the TOC for project specifications and order-of-magnitude estimate of probable construction cost prior to submittal to the Authority (as provided by the Authority). The Quality Control review will be performed by two (2) independent Senior Engineers who are not actively involved in the design of the project. This allows for a completely independent review of each component associated with the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans, any calculations and list of specifications. RDM commits to a minimum of 5 percent of this design services phase budget be committed to quality assurance/quality control.

#### TASK 1.7 CONCEPTUAL DEVELOPMENT PACKAGE (30%) SUBMITTAL

RDM will submit the conceptual design plans, table of content list of specifications, and an Engineer's Report summarizing alternative analysis results (pavement section and constructability) and progress to date to the Authority and FAA (as provided by the Authority) for their review and comment. All submittals will be in electronic format. The Authority will print hard copies as necessary. RDM anticipates the Authority will review the Conceptual Development Package Submission and return comments within two weeks of delivery.

#### TASK 1.8 CONCEPTUAL DESIGN (30%) REVIEW MEETING

RDM will coordinate and attend one (1) in-person at BUR meeting held with the Authority to review the Conceptual Design submittal and site walk with the client. RDM will provide written minutes of the meeting and distribute to all attendees. The Authority and the FAA (as provided by the Authority) will provide any additional written comments to RDM within two weeks of the design review meeting that may affect the development of the project design.

## TASK 1.9 PROJECT MANAGEMENT

RDM will make monthly progress reports to the Authority's project manager during the duration of this phase of the project. The monthly progress reports will include a written description of each task identified within the final scope of services as of the date of the progress report. The progress report will include an updated schedule identifying any items that are critical to resolve to maintain the proposed schedule.

## C. TASK 2: 60% DESIGN DEVELOPMENT

### TASK 2.1 REVIEW AND INCORPORATE CONCEPTUAL (30%) DESIGN COMMENTS

RDM will review all comments received from the Authority and the FAA from the conceptual design submittal review and incorporate the applicable comments into the plans, estimate of probable construction cost, and Engineer's Report, during the 60% Design Development Phase. This task will include the review of each comment and a written response on how it will be incorporated into the documents, or why it was not applicable. A written summary letter or spreadsheet will be submitted to the Authority and the FAA (as provided by the Authority).

The intent of the 60% design is to advance the project design to a level where the project is coordinated appropriately for geometry and grade considerations. At the completion of the 60% design package, the project will proceed to 90% design.

### TASK 2.2 60% DESIGN

#### TASK 2.2.A PLANS

RDM will prepare 60% complete set of drawings. The 60% design will identify, evaluate and resolve specific elements of the project for a technically sound and comprehensive project.

The plan development at the 60% level will include development of construction phasing, demolition, horizontal and vertical geometry, and preliminary pavement design details. The development of the 60% design development will be coordinated with the Authority and the FAA for their input. The following list of drawings will be submitted (mainly 1"=40' on a 22"x34" electronic drawing):

#### CONSTRUCTION PLANS

C000 Series Cover, Index, Notes, Quantities Table, Layout Plan
C010 Series Phasing Plans
C020 Series Phasing Details
C100 Series Demolition Plans
C150 Series Demolition Details
C200 Series Geometry and Paving Plans
C350 Series Typical Pavement Sections
C450 Series Erosion Control Plans and Details
C500 Series Plan and Profile Drawings
C700 Series Pavement Marking Plans and Details

#### TASK 2.2.B RECEIVE AND REVIEW FRONT END SPECIFICATIONS



RDM will receive and review the draft Volume I front end specifications from the Authority for the project. RDM will highlight potential variations for review during the 60-percent (60%) design review meeting.

#### TASK 2.2.C TECHNICAL SPECIFICATIONS

RDM will compile a 60% draft of the Volume II Technical Specifications that will be included in the deliverable. Technical Specifications will conform to FAA Advisory Circular 150/5370-10H *Specification of Construction on Airports*, or latest version. It is anticipated, based on past work at BUR, that the P-401 Bituminous Concrete Pavement specification will require a Modification to Standard (MoS). RDM will meet with the local Airports District Office to review the modifications and discuss the potential for FAA approval. RDM will review the results of the meeting with the Authority staff to discuss the approach to the 90% submittal.

#### TASK 2.2.D CONSTRUCTION SCHEDULE AND PROJECT SCHEDULE UPDATES

RDM will create a draft construction schedule that outlines the construction activities and durations for the construction of the Taxiway C and Shoulders Rehabilitation Design project. Updates to the design project schedule will also be provided using input from the Authority and Critical Path Methodology.

#### TASK 2.2.E CONSTRUCTION ESTIMATE

RDM will develop a preliminary engineer's estimate of probable construction cost for the Taxiway C and Shoulders Rehabilitation Design project.

#### TASK 2.2.F ENGINEER'S DESIGN REPORT

RDM will develop the preliminary draft of the Sponsor Engineers Design Report for the Taxiway C and Shoulder Rehabilitation Design project. The engineer's design report will also include any design calculations that were developed to validate the engineering design for the project.

### TASK 2.3 PRELIMINARY CONSTRUCTION SAFETY PHASING PLAN (CSPP)

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

### TASK 2.4 60% QUALITY CONTROL REVIEW

RDM will conduct in-house quality control review of the 60% Schematic Design plans, Volume I and Volume II Specifications, Engineer's Estimate of probable construction cost, and Engineer's Report prior to submittal to the Authority and FAA (as provided by the Authority). The Quality Control review will be performed by two (2) independent Senior Engineers who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of any calculation within the project plans and specifications. RDM commits to a minimum of 5 percent of this design services phase budget be committed to quality assurance/quality control.

#### TASK 2.5 60% SUBMITTAL

RDM will submit the 60% Complete Set of Design Plans, Specification Book, Engineer's Estimate of probable construction cost and Engineer's Report to the Authority for review and comment. It is anticipated the Authority will coordinate their review with the FAA as necessary for comment. All submittals will be in electronic format. The Authority will print hard copies as necessary. RDM anticipates the Authority will review the 60% Design Package Submission and return comments within two weeks of delivery.

#### TASK 2.6 60% DESIGN REVIEW MEETING

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

#### TASK 2.7 PROJECT MANAGEMENT

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

### D. TASK 3: 90-PERCENT (90%) PRE-FINAL DESIGN

The intent of the 90% design is to advance the project to include sufficient detail to clearly present all elements of the design. At the completion of the 90% design package, the project will proceed to final bid design set of construction documents.

#### TASK 3.1 REVIEW AND INCORPORATE 60% COMMENTS

RDM will review all comments received from the Authority and the FAA from the 60% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report, during the 90% Pre-Final Design Phase. This task will include the review of each comment and a written report on how it will be incorporated into the documents, or why it was not applicable.

A written summary letter will be submitted to the Authority and the FAA.

#### TASK 3.2 FAA FORM 7460 SUPPORT

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

## TASK 3.3 90% DESIGN

### TASK 3.3.A PLANS

RDM will advance the complete set of drawings to a Pre-Final 90 pct level. The 90% complete design will identify, evaluate, and resolve specific elements of the project for a technically sound and comprehensive project.

The plan development at the 90% level will include development of construction phasing, demolition, horizontal and vertical geometry, and preliminary pavement design. The development of the 90% complete design will be in coordination with the Authority and the FAA for their input. The following list of drawings will be submitted (mainly 1"=40' on a 22"x34" electronic drawing):

#### CONSTRUCTION PLANS

C000 Series Cover, Index, Notes, Quantities Table, Layout Plan
C010 Series Phasing Plans
C020 Series Phasing Details
C100 Series Demolition Plans
C150 Series Demolition Details
C200 Series Geometry and Paving Plans
C350 Series Typical Pavement Sections
C450 Series Erosion Control Plans and Details
C500 Series Plan and Profile Drawings
C700 Series Pavement Marking Plans and Details
C800 Series Cross Sections

### TASK 3.3.B FRONT END SPECIFICATIONS

RDM will update the Volume I front end specifications for the project. Any potential variations will be highlighted for review during the 90 percent (pre-final) deliverable review meeting.

### TASK 3.3.C TECHNICAL SPECIFICATIONS

A 90% draft of the Volume II Technical Specifications will be included in the deliverable. All technical specifications will be detailed and coordinated with the project plans, including any modifications to FAA Standard Technical Specifications. If necessary, RDM will conduct a second meeting with the local Airports District Office to review any modifications and discuss the potential for FAA approval.

### TASK 3.3.D CONSTRUCTION SCHEDULE AND PROJECT SCHEDULE UPDATES

RDM will develop a detailed construction schedule that outlines the construction schedule of the Taxiway C and Shoulders Rehabilitation Design construction project. Updates to the design project schedule will also be provided using input from the Authority based on Critical Path Methodology.

#### TASK 3.3.E CONSTRUCTION ESTIMATE

RDM will develop an update to the detailed estimate of probable construction cost for the Taxiway C and Shoulders Rehabilitation Design construction project.

#### TASK 3.3.F FINAL ENGINEERS DESIGN REPORT

RDM will develop the pre-final draft of the Engineer's Design Report for the Taxiway C and Shoulder Rehabilitation Design construction project. This engineer's design report will also include any design calculations that were developed to validate the engineering design for the project. This report will finalize any recommendations for any Modifications to Standards that became evident throughout the design process.

#### TASK 3.4 FINAL CONSTRUCTION SAFETY PHASING PLAN

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

#### TASK 3.5 90% QUALITY CONTROL REVIEW

RDM will conduct in-house quality control review of the 90% Complete Design plans, Volume II specifications, estimate of probable construction cost, Engineer's Report prior to submittal to the Authority and FAA. The Quality Control review will be performed by two (2) independent Senior Engineers who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans and specifications. RDM commits to a minimum of 5 percent of this design services phase budget be committed to quality assurance/quality control.

#### TASK 3.6 90% SUBMITTAL

RDM will submit the 90% complete set of Design Plans, Volume I and Volume II Specifications and Engineers Report to the Authority for distribution for review and comment (internally and to the FAA). The Authority will print hard copies as necessary. RDM anticipates the Authority will review the 90% Design Package Submission and return comments within two weeks of delivery.

#### TASK 3.7 90% DESIGN REVIEW MEETING

RDM will coordinate and attend one (1) virtual meeting with the Authority to review the 90% Pre-Final Design submittal. RDM will provide written minutes of the meeting and distribute to all attendees. The Authority and the FAA will provide any additional written comments to RDM within two weeks of the design review meeting that may affect the direction of the project. The meeting will be attended by the RDM principal-in-charge, project manager and or project engineer.

#### TASK 3.8 PROJECT MANAGEMENT

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

the progress report. The progress reports will also include a monthly invoice for professional services.

## E. TASK 4: FINAL DESIGN (BID SET)

### TASK 4.1 REVIEW AND INCORPORATE 90% COMMENTS

RDM will review all comments received from the Authority and the FAA from the 90% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report, during the Bid Set Final Design Phase. This task will include the review of each comment and a written response on how it will be incorporated into the documents, or why it was not applicable. The written letter report or spreadsheet will be submitted to the Authority and the FAA as necessary.

### TASK 4.2 BID SET FINAL DESIGN

#### TASK 5.2.A PLANS

RDM will prepare Bid Set signed and sealed complete drawings. The Bid Set Final Design will identify, evaluate, and resolve specific elements of the project for a technically sound and comprehensive project.

The plan development at the bid set level will include development of construction phasing, demolition, horizontal and vertical geometry, and final pavement design. The development of the bid set complete design will be in coordination with the Authority and the FAA for their input. The following list of drawings will be submitted (mainly 1"=40' on a 22"x34" electronic drawing):

#### CONSTRUCTION PLANS

C000 Series Cover, Index, Notes, Quantities Table, Layout Plan
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C020 Series Phasing Details
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C450 Series Erosion Control Plans and Details
C500 Series Plan and Profile Drawings
C700 Series Pavement Marking Plans and Details
C800 Series Cross Sections

#### TASK 4.2.B FRONT END SPECIFICATIONS

RDM will provide the final update to the Volume I front end specifications for the project through coordination with the Authority.

#### TASK 4.2.C TECHNICAL SPECIFICATIONS

The final draft of the Volume II Technical Specifications will be included in the deliverable. All technical specifications will be detailed and coordinated with the

project plans, including any modifications to FAA Standard Technical Specifications.

#### TASK 4.2.D CONSTRUCTION SCHEDULE

RDM will develop the final detailed construction schedule that outlines the construction schedule of the Taxiway C and Shoulders Rehabilitation construction project.

#### TASK 4.2.E CONSTRUCTION ESTIMATE

RDM will develop the final detailed estimate of probable construction cost for the Taxiway C and Shoulders Rehabilitation construction project.

#### TASK 4.3 BID SET QUALITY CONTROL REVIEW

RDM will conduct in-house quality control review of the Bid Set Design plans, Volume I and Volume II specifications, estimate of probable construction cost, Engineer's Report prior to submittal to the Authority and FAA (via the Authority). The Quality Control review will be performed by two (2) independent Senior Engineers who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans and specifications. RDM commits to a minimum of 5 percent of this design services phase budget be committed to quality assurance/quality control.

#### TASK 4.4 BID SET SUBMITTAL

RDM will provide electronic transfer of all contract documents included in the deliverable.

#### TASK 4.5 PROJECT MANAGEMENT

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

## F. TASK 5: BID/AWARD SERVICES

#### TASK 5.1 PRE-BID CONFERENCE

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

#### TASK 5.2 ADDENDA

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

After the bid opening, RDM will provide a review and a bid proposal evaluation for all bids received.

#### TASK 5.3 CONFORMED DOCUMENTS

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

- Electronic Files of all deliverables required for the contract documents.

#### TASK 5.4 PROJECT MANAGEMENT

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

## **PHASE 2 – Construction Administration Services**

To be determined and negotiated at a later date.

### *III. PRESENTATIONS, MEETINGS AND SITE VISITS*

RDM will prepare for and attend the following:

- 1) Task 1.1 Project Kick-off Meeting
- 2) Task 1.3 Survey, Geotechnical Investigation, Pavement Evaluation Site Visit
- 3) Task 1.8 Conceptual Design (30%) Package Review Meeting at BUR
- 4) Task 2.6 60% Design Review Meeting (virtual)
- 5) Task 3.8 90% Design Review Meeting (virtual)
- 6) Task 5.1 Pre-Bid Conference



## *IV. DELIVERABLES*

RDM will provide the following deliverables:

- 1) One (1) digital copy (PDF) of 30% Conceptual Design Plans, List of Specifications, Cost Estimate, and Engineer's Report Table of Content to the Authority and FAA as required.
- 2) One (1) digital copy (PDF) of 60% Plans, Specifications, Cost Estimate, Schedule, DRAFT CSPP and Engineer's Report to the Authority and FAA as required.
- 3) One (1) digital copy (PDF) of 90% Plans, Specifications, Cost Estimate, Schedule, FINAL CSPP and Engineer's Report, to the Authority and FAA as required.
- 4) One (1) digital copy (PDF) of Final Plans, Specifications, Cost Estimate, Schedule, and Engineer's Report, to the Authority and FAA as required.
- 5) Required Addenda, Bid Analysis, Submittal, RFI, Construction Management Plan, and Conformed Set to the Authority

## *V. SCHEDULE*

RDM will complete the above referenced services within 12 to 16 weeks of NTP. RDM will support the bid phase during the period of time after Advertisement Date to Award.

**RDM International, Inc. MANHOUR & FEE ESTIMATE**

**TAXIWAY C AND SHOULDERS REHABILITATION DESIGN SERVICES  
PROFESSIONAL ENGINEERING DESIGN SERVICES  
HOLLYWOOD BURBANK AIRPORT, BURBANK, CALIFORNIA**

5-Oct-21

TASK	RDM International, Inc.										NDT EQUIP	TRAVEL/ ODC	TASK COST	REMARKS	
	PROJ PRNC	PROJ MNGR	DSGN MNGR	PROJ ENGR	PVMT ENGR	QAQC MNGR	GIS TECH	Field TECH	CAD TECH	ADMIN					
Task 1: Conceptual Package Development															
1.1 Project Kick-off Meeting - Project Management and Coordination		1	1	1	1									\$863.62	Virtual Meeting Attendance
1.1a Project Scheduling		2	4											\$1,563.75	
1.1b Coordination with Stakeholders		4	4											\$2,089.74	Includes Subconsultants
1.2 Collect and Review Available Data			8	8	4				4					\$4,350.71	
1.3 Topographic Survey, Geotechnical Investigation, Pavement Evaluation and Coordination		2	4	4	24			48	4			\$4,773		\$16,937.35	
1.4 Pavement Design Alt and Constructability Alt for the Design		2	8	8	8									\$5,330.98	
1.5 Conceptual Design		2	16	16					40					\$10,819.86	
1.6 Conceptual Development Quality Control Review						8								\$1,898.29	
1.7 Conceptual Development Package (30%) Submittal		1	2	2					2					\$1,237.10	
1.8 Conceptual Design Review Meeting		8	2									\$1,234		\$3,856.90	In Person Meeting for PM Only
1.9 Project Management		2								8				\$1,169.37	
Task 2: 60% Design															
2.1 Review and Incorporate Conceptual Design Comments		2	4	8		1			8					\$3,621.91	
2.2 60% Design, Specification, Engineers Report, Estimate, Schedule		2	16	80	8				60					\$22,543.88	
2.3 Preliminary Construction Safety Phasing Plan (CSPP)		2	8	24										\$5,563.11	
2.4 60% Quality Control Review						16								\$3,796.57	
2.5 60% Submittal		1	2	4					4					\$1,692.31	
2.6 60% Design Review Meeting		2	2											\$1,044.87	Virtual Meeting Attendance
2.7 Project Management		2								8				\$1,169.37	
Task 3: 90% Design															
3.1 Review and Incorporate 60% Comments		2	8	4		1			8					\$4,166.09	
3.2 FAA Form 7460 Support		1	2	0					4					\$1,198.72	
3.3 90% Design, Specification, Engineers Report, Estimate, Schedule		2	16	80					40					\$18,717.41	
3.4 Final Construction Safety Phasing Plan (CSPP)		2	2	4										\$1,538.47	
3.5 90% Quality Control Review						16								\$3,796.57	
3.6 90% Submittal		1	2	4					4					\$1,692.31	
3.7 90% Design Review Meeting		2	2											\$1,044.87	Virtual Meeting Attendance
3.8 Project Management		2												\$525.98	
Task 4: Final Design Bid Set															
4.1 Review and Incorporate 90% Comments		2	4	8		2			8					\$3,859.20	
4.2 Bid Set Final Design		2	8	40					20					\$9,621.70	
4.3 Bid Set Quality Control Review						4								\$949.14	
4.4 Bid Set Submittal		1	2	4					4					\$1,692.31	
4.5 Project Management		2												\$525.98	
Task 5: Bid/Award Services															
5.1 Pre-Bid Conference		2										\$0		\$525.98	Virtual Meeting Attendance
5.2 Addenda		1	8	16					8					\$5,146.60	
5.3 Conformed Documents		2	8	8					8					\$4,422.40	
5.4 Project Management		2								8				\$1,169.37	
<b>SUBTOTALS</b>	<b>0</b>	<b>61</b>	<b>143</b>	<b>323</b>	<b>45</b>	<b>48</b>	<b>0</b>	<b>48</b>	<b>226</b>	<b>24</b>	<b>0</b>	<b>\$6,007</b>	<b>\$150,143</b>		
<b>SALARY RATE</b>	<b>\$88.10</b>	<b>\$88.19</b>	<b>\$87.00</b>	<b>\$41.38</b>	<b>\$73.03</b>	<b>\$79.57</b>	<b>\$29.43</b>	<b>\$31.18</b>	<b>\$34.95</b>	<b>\$26.97</b>	<b>\$1,800</b>				
<b>SUBTOTALS</b>	<b>\$0</b>	<b>\$5,380</b>	<b>\$12,441</b>	<b>\$13,366</b>	<b>\$3,286</b>	<b>\$3,819</b>	<b>\$0</b>	<b>\$1,497</b>	<b>\$7,898</b>	<b>\$647</b>	<b>\$0</b>	<b>\$6,007</b>	<b>\$48,334</b>		
<b>OVERHEAD @ 171.1%</b>	<b>\$0</b>	<b>\$9,204</b>	<b>\$21,287</b>	<b>\$22,869</b>	<b>\$5,623</b>	<b>\$6,535</b>	<b>\$0</b>	<b>\$2,561</b>	<b>\$13,513</b>	<b>\$1,107</b>			<b>\$82,699</b>		
<b>SUBTOTALS</b>	<b>\$0</b>	<b>\$14,584</b>	<b>\$33,728</b>	<b>\$36,235</b>	<b>\$8,909</b>	<b>\$10,354</b>	<b>\$0</b>	<b>\$4,057</b>	<b>\$21,410</b>	<b>\$1,755</b>	<b>\$0</b>		<b>\$131,032</b>		
<b>FEE @ 10%</b>	<b>\$0</b>	<b>\$1,458</b>	<b>\$3,373</b>	<b>\$3,623</b>	<b>\$891</b>	<b>\$1,035</b>	<b>\$0</b>	<b>\$406</b>	<b>\$2,141</b>	<b>\$175</b>			<b>\$13,103</b>		
<b>TOTAL PER CATEGORY</b>	<b>\$0</b>	<b>\$16,042</b>	<b>\$37,100</b>	<b>\$39,858</b>	<b>\$9,800</b>	<b>\$11,390</b>	<b>\$0</b>	<b>\$4,463</b>	<b>\$23,551</b>	<b>\$1,930</b>	<b>\$0</b>	<b>\$6,007</b>	<b>\$150,143</b>		
<b>% of PROFESSIONAL FEE</b>															
<b>TOTAL ESTIMATED COST</b>														<b>\$150,143</b>	

September 29, 2021

RDM International, Inc.  
14310 Sullyfield Circle  
Suite 600  
Chantilly, VA 20151

Attention: Dave Stromberg,

Subject: Proposal for a Geotechnical Investigation  
BUR Taxiway C and Shoulders Rehabilitation Design Services  
2627 North Hollywood Way  
Burbank, CA

In response to your request, we propose to perform a geotechnical engineering investigation for the BUR Taxiway C and Shoulders Rehabilitation Design Services project.

## **SCOPE OF WORK**

Our services will consist of office research, field exploration, laboratory testing, review of the compiled data, and preparation of a written report containing recommendations developed in accordance to generally accepted engineering and geologic principles and practices.

## **OFFICE RESEARCH**

Our office research will consist of the following:

- Review of prior geotechnical reports performed at the airport prepared for the site by this office.
- Review of literature to obtain background information of regional geology, seismicity and groundwater.
- Examination of aerial photographs.

## **FIELD INVESTIGATION**

The field exploration will consist of the following:

- Reconnaissance of the site
- Marking proposed points of subsurface exploration with white paint and contacting Underground Service Alert for mark-out of underground utilities.

- Coring of approximately 10 locations at locations to be determined by RDM staff. Cores will be done with a 6-inch diameter core bit to facilitate removal of the existing base and access underlying subgrade soils. The thickness of the existing asphalt and base courses will be determined and a dynamic cone penetrometer (DCP) test will be done on the exposed subgrade at each location.
- Drilling of 2 exploratory borings to a maximum depth of 10 feet at locations to be determined at locations to be determined by RDM staff. The thickness of the existing asphalt and base courses will be determined and a dynamic cone penetrometer (DCP) test will be done on the exposed subgrade at each location.
- Logging of the borings subgrade soil encountered in the core locations and identification of the various earth materials encountered during the exploration.
- Samples of the major earth units will be obtained and the in-place density of the various strata encountered in the exploration will be determined. Pavement section thicknesses will be determined at each boring and core location including asphalt lift thicknesses.
- The boring/core locations will be backfilled with soil to the bottom of the base layer, then backfilled with base material to the base of the asphalt layer and then backfilled with fast set grout dyed black.

## **LABORATORY TESTING**

Laboratory testing will be performed in accordance to the specifications of ASTM International. The following laboratory tests will be performed on the major soil and bedrock types encountered during the exploration.

- Moisture and density of drive tube samples and moisture content tests of bulk soil samples
- Maximum density - optimum moisture density
- California bearing ratio
- Atterberg limits
- Sieve analysis

Laboratory testing of any hazardous materials or substances that may be encountered is not included within this scope of services.

## **GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT PREPARATION**

A written report will be prepared presenting the results of the office research, field exploration, laboratory testing and engineering analysis. It will include information on the nature, distribution and strength of the existing soils, and recommendations for subgrade preparation procedures and design criteria for corrective measures, when necessary. The report will also include a description of the geology of the site and conclusions and recommendations regarding the effect of geologic conditions on the proposed development.

Specific items that will be addressed in our report will include:

- Regional geology and seismicity, groundwater, site soil and geologic conditions, and flooding potential.

- Recommendations regarding earthwork, grading and fill placement.
- Existing pavement sections.
- Earthwork shrinkage and subsidence.
- Recommendations for removals and over-excavation.
- Anticipated excavation characteristics of earth units.
- Recommended design CBR values.
- Recommendations for grading and post grading geotechnical observation and testing.

The report will also include logs of borings, pictures of the surface at each boring location and pictures of the asphalt cores, a map showing the locations of points of subsurface exploration, and other attachments.

Our recommendations will be consistent with sound engineering and geologic practices and shall incorporate federal, state and local laws, codes, ordinances and regulations which, in our professional opinion, are applicable at the time that our professional services are rendered.

## **TERMS**

We propose to perform the previously described services on a fixed fee basis for the following amounts:

Geotechnical Office Research and Field Exploration	\$12,320.00
Geotechnical Laboratory Testing	\$3,360.00
Geotechnical Engineering Analysis and Report Preparation	\$4,760.00
<b>TOTAL</b>	<b>\$20,440.00</b>

Our estimate may vary due to circumstances that may develop during the course of the work or due to unanticipated or changed conditions. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one month, monthly invoices will be presented for services performed.

Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.

## **PROFESSIONAL INSURANCE**

We maintain the following insurance coverage. Certificates of insurance will be provided upon request. However, our professional liability insurance carrier (errors and omissions) will not name any additional insured.

General liability	\$1,000,000.00 limit
Professional Liability	\$1,000,000.00 limit
Workmen's Compensation	\$1,000,000.00 limit

## CLOSURE

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project and can begin our work upon receipt of your notice to proceed and receipt of a signed copy of this proposal authorizing us to perform these professional services. If you have any questions regarding this proposal please contact the undersigned Project Manager.

Authorized By:  
RDM International, Inc.

Respectfully submitted,  
**RMA Group, Inc.**

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(Signature)

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Kenneth Dowell, PG, CEG  
Project Geologist

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(Title)

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(Date)

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Slawek Dymerski, PE, GE  
Vice President

**Personnel Charges - Professional Staff**

<b>Product Name</b>	<b>Units</b>	<b>Rate (\$)</b>
Project Engineer - Laboratory	HR	\$170.00
Administrative	HR	\$60.00
Principal Engineer - Office	HR	\$190.00
Principal Engineer - Field	HR	\$190.00
Principal Engineer - Consultation	HR	\$190.00
Principal Engineer - Job Conference	HR	\$190.00
Principal Engineer - Expert Witness	HR	\$400.00
Principal Engineer - Court Appearance	HR	\$450.00
Project Engineer - Office	HR	\$170.00
Project Engineer - Field	HR	\$170.00
Project Engineer - Consultation	HR	\$170.00
Project Engineer - Job Conference	HR	\$170.00
Staff Engineer - Office	HR	\$135.00
Staff Engineer - Field	HR	\$135.00
Drafting	HR	\$90.00
Project Manager - Office	HR	\$155.00
Project Manager - Field	HR	\$155.00
Principal Geologist - Consultation	HR	\$190.00
Project Manager - Job Conference	HR	\$155.00
Principal Geologist - Office	HR	\$190.00
Principal Geologist - Field	HR	\$190.00
Principal Geologist - Job Conference	HR	\$190.00
Principal Geologist - Expert Witness	HR	\$400.00
Principal Geologist - Court Appearance	HR	\$450.00
Project Geologist - Office	HR	\$170.00
Project Geologist - Field	HR	\$170.00
Project Geologist - Consultation	HR	\$170.00
Project Geologist - Job Conference	HR	\$170.00
Qualified SWPPP Developer QSD	HR	\$150.00
Staff Geologist - Office	HR	\$135.00
Staff Geologist - Field	HR	\$135.00
Qualified SWPPP Practitioner QSP	HR	\$140.00

**Personnel Charges - Field Staff**

<b>Product Name</b>	<b>Units</b>	<b>Rate (\$)</b>
Soils Engineering Technician	HR	\$110.00
Soils Technician Compaction Testing	HR	\$110.00
Soils Technician Rough Grading	HR	\$110.00
Soils Technician Retesting	HR	\$110.00
Public Works Inspector	HR	\$110.00
Public Works Technician	HR	\$110.00
Public Works Inspector - Asphalt Paving	HR	\$110.00
Public Works Inspector - Asphalt Plant	HR	\$110.00
Public Works Inspector - Concrete Paving	HR	\$110.00
Public Works Inspector - Concrete Plant	HR	\$110.00
Public Works Technician - Asphalt	HR	\$110.00
Public Works Technician - Concrete	HR	\$110.00
Laboratory Technician - Field Lab	HR	\$95.00
Lead Road and Structures Inspector	HR	\$120.00
Structures Inspector	HR	\$110.00
Roadway Inspector	HR	\$110.00

Civil Inspector	HR	\$110.00
Building Inspector	HR	\$110.00
Special Inspector (ICC)	HR	\$110.00
Mechanical   Electrical Inspector	HR	\$110.00
Special Inspector Reinforced Concrete	HR	\$110.00
Special Inspector Prestressed Concrete	HR	\$110.00
Special Inspector Concrete Batch Plant	HR	\$110.00
ACI Concrete Technician	HR	\$110.00
Pick-up and Delivery of Test Specimens	HR	\$55.00
ID Reinforcing or Structural Steel	HR	\$110.00
Special Inspector Fire Proofing	HR	\$110.00
Special Inspector Post Installed Anchors	HR	\$110.00
Special Inspector Roofing/Waterproofing	HR	\$110.00
Special Inspector Masonry	HR	\$110.00
Special Inspector Masonry (DSA)	HR	\$110.00
Special Inspector Shotcrete	HR	\$110.00
Special Inspector Post Tensioned Conc.	HR	\$110.00
Special Inspector Fire Stopping	HR	\$110.00
AWS Certified Welding Inspector- Field	HR	\$110.00
AWS Certified Welding Inspector- Shop	HR	\$110.00
Special Inspector Structural Steel	HR	\$110.00
Special Inspector High Strength Bolting	HR	\$110.00
Special Inspector Wood Construction	HR	\$120.00
Non Destructive Testing ASNT Level II	HR	\$110.00
Non Destructive Testing ASNT Level III	HR	\$200.00
Special Inspector Coatings	HR	\$120.00
Radiographic Testing Crew	HR	\$400.00
Special Inspector Fiber Wrap	HR	\$110.00
Pull   Torque Testing Technician	HR	\$110.00
Project Inspector (IOR)	HR	\$110.00
Asphalt Coring	HR	\$110.00
Concrete Coring	HR	\$110.00
Supervising Soil Technician	HR	\$125.00
Supervising Public Works Inspector	HR	\$125.00
Supervising Special Inspector	HR	\$125.00
Quality Control Manager	HR	\$145.00

### Laboratory Tests - Steel

Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$135.00
ASTM A370 Rebar Tension up to #8	EA	\$60.00
ASTM A370 Rebar Tension #9 to #11	EA	\$75.00
ASTM A370 Rebar Tension #14	EA	\$115.00
ASTM A370 Rebar Tension #18	EA	\$170.00
ASTM A370 Bend Test Rebar up to #8	EA	\$50.00
ASTM A370 Bend Test Rebar #9 to #11	EA	\$60.00
ASTM A370 Bend Test Rebar #14	EA	\$115.00
ASTM A370 Bend Test Rebar # 18	EA	\$170.00
ASTM A370 Headed Bar Prod. Lot up to #8	LOT	\$275.00
ASTM A370 Headed Bar Prod. Lot #9 to #11	LOT	\$335.00
ASTM A370 Headed Bar Prod. Lot #14	LOT	\$515.00
ASTM A370 Headed Bar Prod. Lot #18	LOT	\$670.00
ASTM A416 Stress-Strain Analysis	EA	\$240.00



ASTM A416 Tensile Test Only	EA	\$175.00
ASTM A370 Tensile Up to 100K lbs (Each)	EA	\$75.00
ASTM A370 Tensile Up to 200K lbs (Each)	EA	\$90.00
ASTM A370 Tensile Up to 300K lbs (Each)	EA	\$100.00
ASTM A370 Tensile Up to 400K lbs (Each)	EA	\$160.00
ASTM A370 Tensile 400K - 500K lbs (Each)	EA	\$365.00
ASTM A370 Tensile Stress-Strain Percent	EA	\$205.00
AWS Weld: Macroetch	EA	\$110.00
AWS Weld: Fracture	EA	\$75.00
AWS Bend Test	EA	\$75.00
ASTM A370 Rockwell Hardness (Each)	EA	\$110.00
Steel Chemical Analysis	EA	\$205.00
ASTM F606 Bolt Axial Tensile to 7/8"	EA	\$60.00
ASTM F606 Bolt Wedge Tensile to 7/8"	EA	\$90.00
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	EA	\$95.00
ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2"	EA	\$110.00
ASTM F606 Bolt: Proof Load up to 7/8"	EA	\$100.00
ASTM F606 Bolt: Proof Load up to 1 1/2"	EA	\$125.00
ASTM F606 Nut: Proof Load up to 7/8"	EA	\$65.00
ASTM F606 Nut: Proof Load up to 1 1/2"	EA	\$100.00

### Laboratory Tests - Soil

Product Name	Units	Rate (\$)
ASTM D4318 Plasticity Index of Soils	EA	\$335.00
ASTM D1883 California Bearing Ratio	EA	\$605.00
ASTM D2435 Consolidation	EA	\$275.00
ASTM D2435 Consolidation with Time Rate	EA	\$335.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$375.00
ASTM D4829 Expansion Index of Soils	EA	\$240.00
ASTM D2166 Unconfined Comp Strength	EA	\$335.00
ASTM D5333 Hydro Collapse Potential	EA	\$240.00
ASTM D2050 Tri-Axial Shear Strength	EA	\$470.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$65.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$45.00
ASTM D1557 Max Density Optimum Moisture	EA	\$290.00
ASTM D698 Maximum Density Std Effort	EA	\$290.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$110.00
ASTM D4972 pH of Soils	EA	\$115.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$440.00
ASTM D2419 Sand Equivalent	EA	\$170.00
ASTM D2434 Const Head Permeability Test	EA	\$470.00
ASTM D422 Sieve Analysis of Soil	EA	\$240.00
ASTM D1140 Materials Finer than #200	EA	\$140.00
ASTM D422 Hydrometer Analysis	EA	\$335.00
ASTM D854 Specific Gravity of Soils	EA	\$265.00
ASTM D4546 Swell Potential	EA	\$240.00
ASTM D4943 Shrinkage Factor by Resin	EA	\$260.00
ASTM D559 Soil Cement Sample Preparation	EA	\$140.00
ASTM D558 Soil-Cement Maximum Density	EA	\$375.00
ASTM D1633 Compression Test Soil Cement	EA	\$110.00
AASHTO T100 Specific Gravity of Soils	EA	\$275.00

### Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM C140 Block Compressive Strength	SET	\$100.00
ASTM C140 Block Moisture & Absorption	SET	\$110.00
ASTM C426 Block Linear Shrinkage	SET	\$375.00
ASTM C140 Block Unit Wt & Dimensions	SET	\$265.00
ASTM C90 Masonry Block Conformance	SET	\$740.00
ASTM C67 Brick Compressive Strength	SET	\$125.00
ASTM C67 Brick Moisture & Absorption	SET	\$110.00
ASTM C67 Brick 5 Hour Boil	EA	\$135.00
ASTM C67 Brick Modulus of Rupture	EA	\$135.00
ASTM C780 Mortar Cylinder Compression	EA	\$40.00
ASTM C1019 Grout Prism Compression	EA	\$50.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$100.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	\$110.00
ASTM E519 Assemblage Comp Str 12" Block	EA	\$140.00
ASTM E519 Assemblage Comp Str 8" Block	EA	\$125.00
ASTM E519 Assemblage Comp Str 16" Block	EA	\$175.00
ASTM C109 Compressive Strength 2" Cube	EA	\$50.00

### Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
ASTM C39 Concrete Cyl Cured or Tested	EA	\$40.00
ASTM C42 Compressive Strength, Core	EA	\$100.00
ASTM C39 Cyl Tested out of Sequence	EA	\$50.00
ASTM C495 Lightweight Concrete Strength	EA	\$65.00
ASTM C78 Flexural Strength, Beam	EA	\$125.00
ASTM C1140 Shotcrete Panel Test	SET	\$335.00
ASTM C138 Unit Weight of Concrete	EA	\$90.00
ASTM C649 Concrete Modulus of Elasticity	EA	\$205.00
ASTM C496 Splitting Tensile Test	EA	\$125.00
ASTM C157 Concrete Shrinkage (Set of 3)	SET	\$600.00
ASTM C495 Density - Lightweight Concrete	EA	\$240.00
AASHTO T336 Coefficient of Thermal Exp	EA	\$670.00

### Laboratory Tests - Caltrans

Product Name	Units	Rate (\$)
CT202 Sieve Analysis, Combined Agg	EA	\$245.00
CT202 Sieve Analysis, Fine Agg	EA	\$190.00
CT202 Sieve Analysis, Coarse Agg	EA	\$185.00
CT235 Flat and Elongated Particles	EA	\$390.00
CT205 Percentage Crushed Particles	EA	\$205.00
CT206 Specific Gravity, Coarse Aggregate	EA	\$185.00
CT207 Specific Gravity, Fine Aggregate	EA	\$225.00
CT208 Apparent Specific Gravity of Fines	EA	\$275.00
CT229 Durability Index	EA	\$405.00
CT234 Angularity & Voids, Fine Agg	EA	\$265.00
CT211 Abrasion, Los Angeles Rattler	EA	\$335.00
CT227 Cleanness Value	EA	\$390.00
CT213 Organic Impurities in Sand	EA	\$135.00
CT214 Soundness by Sodium Sulfate	EA	\$510.00
CT226 Moisture Content by Oven Drying	EA	\$45.00
CT217 Sand Equivalent	EA	\$170.00

CT308(A) Core Density Paraffin Coated	EA	\$75.00
CT308(C) Core Density SSD	EA	\$65.00
CT303 Approximate Bitumen Ratio	EA	\$335.00
CT304/308(A) LTMD Kneading Compactor	EA	\$440.00
CT305 Swell of Bituminous Mixtures	EA	\$470.00
CT366 Stabilometer Value	EA	\$365.00
CT308(A)/366 Stability and Density	EA	\$440.00
CT308(C)/366 Stability and Density	EA	\$440.00
CT309 Maximum Theoretical Density	EA	\$275.00
CT370 Moisture Content by Microwave	EA	\$110.00
CT379 Asphalt Content Nuclear Gauge	EA	\$275.00
CT382 Ignition Oven Correction Factor	EA	\$405.00
CT382 Asphalt Content by Ignition	EA	\$255.00
CT371 Tensile Strength Ratio	EA	\$1,470.00
CT302 Film Stripping	EA	\$335.00
CT521 Concrete Cyl Compressive Strength	EA	\$40.00
CT523 Concrete Flexural Strength, Beam	EA	\$125.00
CT531 Length of Drilled Concrete Cores	EA	\$65.00
CT550 Surface Abrasion of Concrete	EA	\$535.00
CT534 Water Retention, Liq Curing Cmpnd	EA	\$570.00
CT521 Compressive Strength LCB	EA	\$40.00
CT524 RSC Flexural Strength, Beam	EA	\$125.00
CT515 Relative Mortar Strength, PCC Sand	EA	\$800.00
CT670 Tensile Strength up to #8	EA	\$75.00
CT670 Tensile Strength #8 - #11	EA	\$110.00
CT670 Tensile Strength #14	EA	\$140.00
CT670 Tensile Strength #18	EA	\$205.00
CT 52-1-08C Slip Test	EA	\$205.00
CT670 Operator Qualification up to #8	LOT	\$470.00
CT670 Operator Qualification #9 - #11	LOT	\$535.00
CT670 Operator Qualification #14	LOT	\$800.00
CT670 Operator Qualification #18	LOT	\$1,135.00
CT670 Operator Qualification up to #8	EA	\$470.00
CT670 Operator Qualification #9 - #11	EA	\$535.00
CT670 Operator Qualification #18	EA	\$1,135.00
CT670 Operator Qualification #14	EA	\$800.00
CT670 Production Lot up to #8 (Service)	LOT	\$335.00
CT670 Production Lot #9 to #11 (Service)	LOT	\$405.00
CT670 Production Lot #14 (Service)	LOT	\$535.00
CT670 Production Lot #18 (Service)	LOT	\$725.00
CT670 Production Lot up to #8 (Ultimate)	LOT	\$405.00
CT670 Production Lot #9 to #11(Ultimate)	LOT	\$470.00
CT670 Production Lot #18 (Ultimate)	LOT	\$1,005.00
CT670 Production Lot #14 (Ultimate)	LOT	\$740.00
CT204 Plasticity Index, Atterberg	EA	\$305.00
CT209 Specific Gravity of Soil	EA	\$275.00
CT216 CA Impact Max Density	EA	\$265.00
CT216 CA Impact, Rock Correction	EA	\$65.00
CT301 Resistance R-Value Stabilometer	EA	\$390.00
CT417 Soluble Sulfates	EA	\$135.00
CT422 Chloride Content	EA	\$115.00
CT643 Resistivity and pH	EA	\$135.00

### Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$65.00
ASTM D1188 Core Density Parafilm Coated	EA	\$75.00
ASTM D6927 Marshal Stability and Flow	EA	\$440.00
ASTM D6926 Lab Max Density Marshall	EA	\$335.00
ASTM D1561 LTMD Kneading Compactor	EA	\$335.00
ASTM D1560 Hveem Stability and Density	EA	\$440.00
ASTM D1560 Hveem Stability	EA	\$305.00
ASTM D2041 Maximum Theoretical Density	EA	\$265.00
ASTM D6307 Ignition Oven Calibration	EA	\$405.00
ASTM D6307 Asphalt Content by Ignition	EA	\$255.00
ASTM D2172 Asphalt Content by Solvents	EA	\$375.00
ASTM D4125 Asphalt Content Nuclear Gauge	EA	\$335.00
ASTM D5444 Gradation of Extracted Agg	EA	\$275.00
ASTM D244 Emulsion Residue Evaporation	EA	\$240.00
ASTM D244 Emulsion Sieve Analysis	EA	\$165.00
ASTM D3910 Wet Track Abrasion	EA	\$205.00
AASHTO T324 Hamburg Wheel Tracking Test	EA	\$1,100.00
AASHTO T283 Tensile Strength Ratio	EA	\$1,050.00
AASHTO T275 Core Density Paraffin Coated	EA	\$75.00
AASHTO T312/T275 LTMD Gyrotory Compactor	EA	\$440.00
AASHTO T308 Asphalt Content by Ignition	EA	\$255.00
AASHTO T209 Theoretical Maximum Density	EA	\$265.00
AASHTO T308A AC Correction Factor	EA	\$470.00
AASHTO T329 Moisture Content by Oven	EA	\$110.00
AASHTO T324 Hamburg Wheel Tracking RHMA	EA	\$1,320.00
AASHTO T283 Tensile Strength Ratio RHMA	EA	\$1,260.00
AASHTO T312/T275 LTMD Gyrotory Comp RHMA	EA	\$528.00

### Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$335.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$135.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$205.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$240.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$225.00
ASTM C566 Moisture Content by Drying	EA	\$35.00
ASTM C117 Materials Finer than No. 200	EA	\$140.00
ASTM D2419 Sand Equivalent	EA	\$170.00
ASTM C289 Alkali-Silica Reactivity	EA	\$670.00
ASTM D4791 Flat & Elongated Particles	EA	\$375.00
ASTM D5821 Percent Fractured Particles	EA	\$205.00
ASTM C123 Percent Lightweight Particles	EA	\$275.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$535.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$240.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$205.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$205.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$260.00
ASTM C535, Abrasion Large Aggregate	EA	\$335.00
AASHTO T304 Angularity & Voids in Fines	EA	\$225.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$240.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$205.00

AASHTO T27 Sieve Analysis, Combined Agg	EA	\$240.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$335.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$205.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$185.00
AASHTO T176 Sand Equivalent	EA	\$170.00
AASHTO T335 Crushed Particles	EA	\$205.00

### Equipment Charges

Product Name	Units	Rate (\$)
Portable Drilling Equipment w/ Operator	HR	\$450.00
Mobile Laboratory Trailer Mobilization	EA	\$500.00
Mobile Laboratory Trailer & Testing Equipment	DAY	\$500.00
Stationary Laboratory Trailer & Testing Equipment	MO	\$500.00
Mileage	MILE	Quote
Diamond Bit Core Rig and Generator	DAY	\$500.00
Nuclear Density Test Gauge	DAY	\$25.00
Hand Held Turbidity Meter	DAY	\$20.00
Ultrasonic Test Unit and Consumables	DAY	\$50.00
Magnetic Particle Test Unit	DAY	\$50.00
Proof Load Testing Equipment	DAY	\$100.00
Skidmore	DAY	\$50.00
Schmidt Hammer	DAY	\$50.00
Torque Wrench	DAY	\$50.00
Drilling Equip Mobilization / De-Mob	EA	\$600.00
ASTM C1028 Coefficient of Friction	DAY	\$400.00
Mini Environmental Quality Meter	DAY	\$300.00
Inertial Profiler	DAY	\$1,800.00
Materials / Supplies	LS	Quote
Holiday Tester	DAY	\$100.00
VOC Meter	DAY	\$100.00
Misc Permits	LS	Quote
Misc Fees	HR	Quote
Misc Subconsultant	LS	Quote
Set of Aerial Photographs	EA	Quote
Blueprinting	EA	Quote
Dutch Cone Penetrometer with Operator	HR	\$275.00
Hollow Stem Auger Drill Rig w/ Operator	HR	\$550.00
Portable Drilling Equipment w/ Operator	HR	\$450.00
Bucket Auger Drill Rig with Operator	HR	\$475.00
Air Rotary Drill Rig with Operator	HR	\$550.00
Rotary Wash Drill Rig with Operator	HR	\$550.00
Per Diem	DAY	\$100.00

## **GENERAL CHARGES**

### **GENERAL CHARGES**

- RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:
  - There will be a minimum two (2) hour charge for any RMA Group employee presence on site.
  - Any time less than four (4) hours of work will be billed as four (4) hours.
  - Four (4) to eight (8) hours will be billed as eight (8) hours.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30, 2022. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.

### **OVERTIME CHARGES**

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

### **PER DIEM AND TRAVEL CHARGES**

- An \$85.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay
- Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.55 per mile.

### **NIGHT WORK**

- A \$10.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

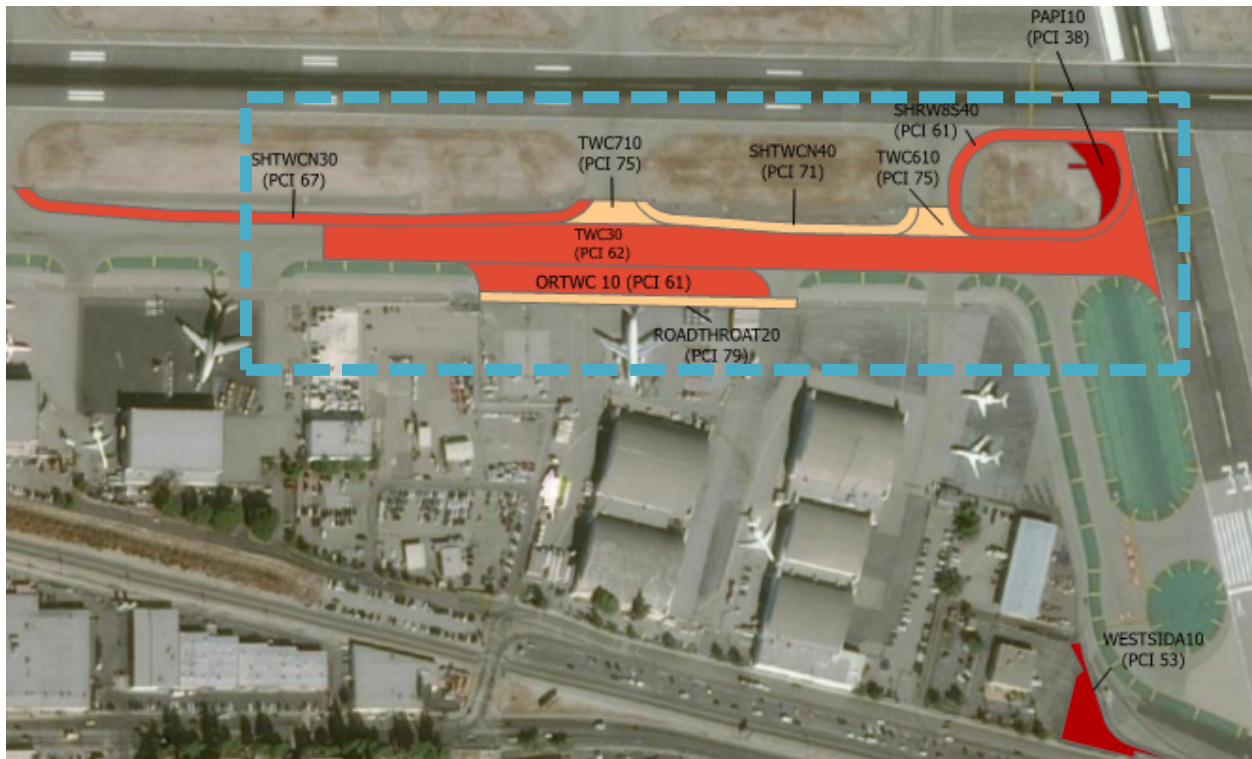
**BURBANK-GLENDALE-PASADENA AIRPORT (BUR)  
TAXIWAY C AND SHOULDERS REHABILITATION PROJECT  
TOPOGRAPHIC AND UTILITY STRUCTURES SURVEY**

**Scope of Services**

**October 1, 2021**

**Survey Work:**

- Wagner Engineering & Survey, Inc (WES) will be provided with Airport-provided primary survey controls within the vicinity of the project per the National Geodetic Survey (NGS) Online Positioning User Service (OPUS). The basis of survey will be per North American Datum of 1983 (NAD 83) for horizontal and North American Vertical Datum (NAVD 88) for vertical. Secondary control monuments to be used for topographic survey will be set, as needed.



- WES will perform topographic survey of the following within the area as shown on the attached map above:
  - a. Set 25-foot grid in center 50 feet (25 ft. on both sides of centerline) keel section for TWY C (TWC30 & ORTWC10 areas) within the hatched area confined by the dashed blue line. Continue 25-foot grid for the rest of paved areas outside the keel section that are hatched within the dashed blue line above (including pavement shoulders).
  - b. Set 12.5-foot grid for areas TWC7 and TWC6 from TWY C centerline to RWY 8-26 RSA and beyond hatch limits to Runway 8-26. Include full pad and beyond limits of pad for PAPI(10) area (hatched and beyond).



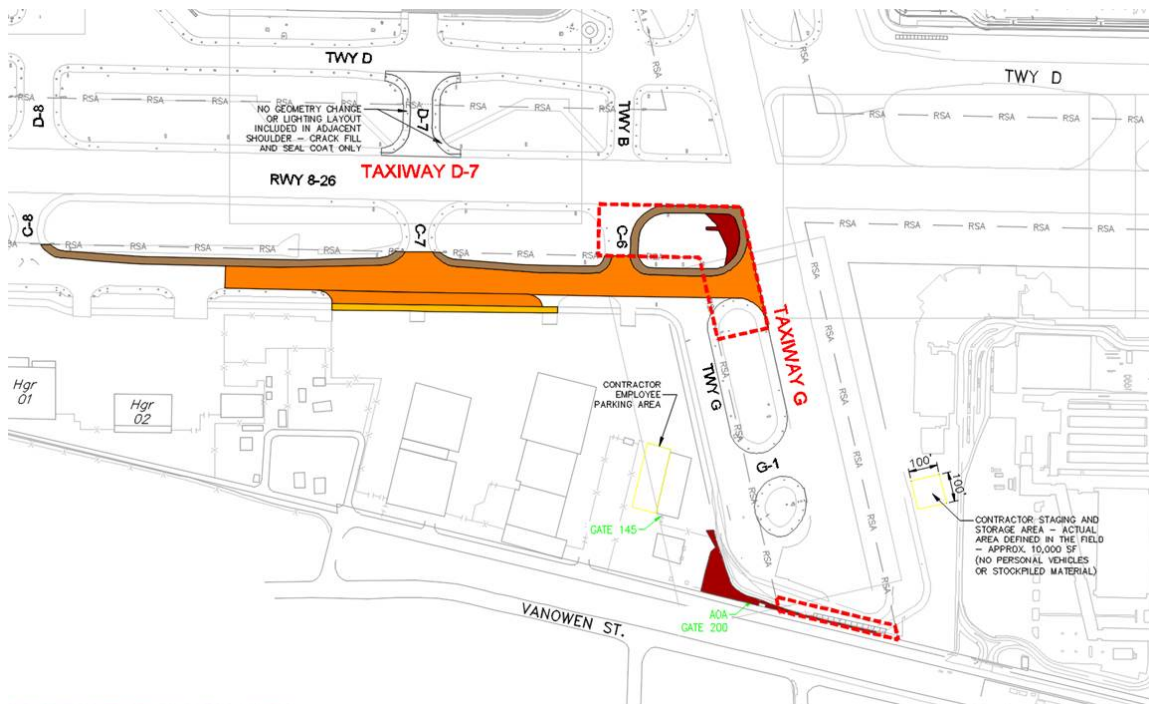
- c. Maintain set 25-foot grid for turf areas adjacent to the paved survey limits for a minimum of 15 feet off the edge of pavement (in event grading is required) as well as on paved surfaces beyond the limits of the hatched areas (full width to match limits of project survey described above).
- d. Provide labels on edge of pavement locations that fall within survey limits
- e. Capture the following within all limits of survey:
  - i. All pavement markings (note color and width of marking)
  - ii. All utility structure information within the entire dashed blue line as shown on the map.
    - 1. Capture rim elevations of every utility structure (inlet, MH, Handhole, etc.) within limits of survey. Document what structure is and which utility it houses.
      - a. Note if not in service
    - 2. All electrical light and signage fixtures (note if raised or not)
- Wagner representative will participate and provide input on meeting minutes through notes taken during the following:
  - a. Project Kick-off Meeting (virtual)
  - b. 30%, 60%, 90% Review Meetings (virtual)

**Deliverables**

- California Licensed Land Surveyor signed and sealed topographic survey plan in Civil 3D AutoCAD Version 2017 with surface file (DTM).

**Notes:**

- BUR Operations staff will provide escorting for survey work to be completed on the AOA.
- Field work shall be performed during night work hours for the two red dashed-line Runway Safety Areas (RSA) only. See below.





**COST PROPOSAL FOR SURVEY SERVICES  
HOLLYWOOD BURBANK AIRPORT  
TAXIWAY C AND SHOULDERS REHABILITATION DESIGN SERVICES**

Consultant: **Wagner Engineering & Survey, Inc**  Prime Consultant

Subconsultant  2nd Tier Subconsultant

Date 9/27/2021

**DIRECT LABOR**

Classification/Title	Hours	Actual Hourly Rate	Total
Sr. Project Manager	3	\$99.91	\$ 299.73
Survey Manager	6	\$72.10	\$ 432.60
ROW Engineer	0	\$57.68	\$ -
Assistant Project Suvveyor	18	\$56.71	\$ 1,020.78
Survey Technician III	40	\$45.32	\$ 1,812.80
Survey Technician II	16	\$41.20	\$ 659.20
Sr. Party Chief, PLS*	40	\$59.46	\$ 2,378.40
Sr. Party Chief, PLS* OT	8	\$88.45	\$ 707.60
Certified Party Chief*	0	\$58.71	\$ -
Certified Party Chief* OT	0	\$85.19	\$ -
Instrumentman*	40	\$53.31	\$ 2,132.40
Instrumentman* OT	8	\$77.79	\$ 622.32
Chainman*	0	\$53.73	\$ -
Chainman* OT	0	\$78.32	\$ -
Sr. Civil Engineer	0	\$68.00	\$ -
	0	\$0.00	\$ -
	0	\$0.00	\$ -
	0	\$0.00	\$ -
<b>Total</b>	<b>179</b>		<b>10,065.83</b>

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$10,065.83

b) **Total Direct Labor Costs** \$ 10,065.83

**FRINGE BENEFITS**

d) Fringe Benefits

Rate: 0.00%

e) **Total Fringe Benefits** [(c) x (d)] \$ -

**INDIRECT COSTS**

Overhead

Rate: 164.92%

Overhead \$16,600.57

General and Administrative

Rate: 0.00%

Gen & Admin \$0.00

**Total Indirect Costs** \$16,600.57

**FEE (Profit)**

Rate: 10.00%

**TOTAL FIXED PROFIT** \$ 2,666.64

**CONSULTANT'S OTHER DIRECT COSTS (ODC)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Cost	144	mile	\$ 0.560	\$ 80.64
Equipment Rental and Supplies			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
		0	\$ -	\$ -

**TOTAL OTHER DIRECT COSTS** \$ 80.64

**SUBCONSULTANT'S COSTS**

Subconsultant 1:

\$ -

Subconsultant 2:

\$ -

m) **TOTAL SUBCONSULTANT'S COSTS** \$ -

**TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS**

\$ 80.64

**TOTAL COST**

\$ 29,413.68

NOTES:

**Employees that are subject to prevailing wage requirements are marked with one asterisk (\*).**



**EXHIBIT B**  
**Insurance Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**AIP Project Federal Requirements**

1. Access to Records and Reports

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

2. Breach of Contract Terms

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

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

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

3. General Civil Rights Provisions

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

4. Civil Rights – Title VI Assurance

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

A. Compliance with Regulations: Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination: Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

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

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

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

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

G. During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

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

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

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

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against



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

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

5. Clean Air and Water Pollution Control

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

6. Contract Workhours and Safety Standards Act Requirements

A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (A) of this clause, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

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

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. Subcontractors.

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

7. Certification of Offeror/Bidder Regarding Debarment

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

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

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

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

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

## 8. Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

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

9. Distracted Driving

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

In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. Energy Conservation Requirements

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

11. Federal Fair Labor Standards Act

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

12. Certification Regarding Lobbying

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

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

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

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

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

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

### 13. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### 14. Termination of Contract

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

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

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

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

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

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

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

a. Perform the services within the time specified in this contract or by Authority approved extension;

b. Make adequate progress so as to endanger satisfactory performance of the Project;

c. Fulfill the obligations of the agreement that are essential to the completion of the Project.

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

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

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

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

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

- a. Defaults on its obligations under this agreement;
- b. Fails to make payment to Consultant in accordance with the terms of this Agreement;
- c. Suspends the Project for more than [180] days due to reasons beyond the control of Consultant.

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

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

#### 15. Trade Restriction Certification

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

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

3. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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

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

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

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

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

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



16. Veteran's Preference

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