



May 12, 2022

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, May 16, 2022, 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, May 16, 2022

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, May 16, 2022

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) April 18, 2022 **[See page 1]**
 - 2) Legal, Government and Environmental Affairs Committee
 - (i) April 18, 2022 **[See page 3]**
6. ITEMS FOR COMMISSION APPROVAL
 - a. Determinations Regarding Return to In-Person Meetings and AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings **[See page 5]**
 - b. Award of Construction Contract, Award of Professional Services Agreement, and Approval of Project Budget for Taxiway C and Shoulders Rehabilitation Project Number (E21-01) **[See page 8]**
 - c. Award of Professional Services Agreement Autocad, GIS, Graphic Display and Airport Planning Services **[See page 16]**
7. ITEMS FOR COMMISSION DISCUSSION
 - a. Third Quarter FY 2022 Financial Performance Update
 - b. Fiscal Year 2023 ("FY 2023") Proposed Budget Program; Replacement Passenger Terminal Proposed Capital Outlay
8. ITEMS FOR COMMISSION INFORMATION
 - a. March 2022 Passenger and Air Cargo Statistics **[See page 29]**
 - b. March 2022 Ground Transportation Statistics

c. March 2022 Parking Revenue Statistics

9. 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)

10. EXECUTIVE DIRECTOR COMMENTS

11. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)

12. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, May 16, 2022

[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 April 18, 2022; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of April 18, 2022, are included in the agenda packet for information purposes.

6. ITEMS FOR COMMISSION APPROVAL

- a. DETERMINATIONS REGARDING RETURN TO IN PERSON MEETINGS AND AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS FOR TELECONFERENCE MEETINGS. A staff report is included in the agenda packet. Staff has placed this item on the agenda to give the Commission an opportunity to provide direction on the return to in-person Commission and standing Committee meetings at the Airport, and to make the findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings.
- b. AWARD OF CONSTRUCTION CONTRACT, AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND APPROVAL OF PROJECT BUDGET FOR TAXIWAY C AND SHOULDERS REHABILITATION - PROJECT NUMBER (E21-01) A staff report is included in the agenda packet. At its meeting on May 2, 2022, the Operations and Development Committee voted (2-0, 1 absent) to recommend that the Commission: i) Award a construction contract in the amount of \$3,065,000 to Sully-Miller Contracting Company for the Taxiway C and Shoulders Rehabilitation Project; ii) Award a professional services agreement in the amount of \$166,319 to RDM International, Inc. for engineer of record services, onsite technical services, and material testing; iii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$83,681, and; iv) Authorize a project contingency of \$75,000.
- c. AWARD OF PROFESSIONAL SERVICES AGREEMENT – AUTOCAD, GIS, GRAPHIC DISPLAY AND AIRPORT PLANNING SERVICES. 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 to award a Professional Services Agreement to Azrial Ltd. for continued AutoCAD, GIS, graphic display, and airport planning services.

The proposed Agreement is on a time and materials basis at an hourly rate of \$125.00 per hour, not to exceed 1,400 hours annually, for a three-year period with two one-year extension options. An annual allowance of \$5,000 for miscellaneous

out-of-pocket expenses such as paper, ink, and reproduction costs are included in the Agreement.

7. ITEMS FOR COMMISSION DISCUSSION

- a. **THIRD QUARTER FY 2022 FINANCIAL PERFORMANCE UPDATE.** No staff report attached. Staff will update the Commission with information regarding the financial results for the third quarter of FY 2022.
- b. **FISCAL YEAR (“FY 2023”) PROPOSED BUDGET PROGRAM; REPLACEMENT PASSENGER TERMINAL PROPOSED CAPITAL OUTLAY.** No staff report attached. As part of the FY 2023 budget development, Staff is presenting for Commission information, the proposed capital outlay associated with the Replacement Passenger Terminal to be funded initially through Airport Reserves. During FY 2023, potential sources for interim financing will be sought with the intent to reimburse Authority Reserves prior to the close of FY 2023. Mr. Geoff Wheeler of Ricondo & Associates and Mr. Louis Choi of Public Resource Advisory Group will present an activities timeline forecast.

8. ITEMS FOR COMMISSION INFORMATION

- a. **MARCH 2022 PASSENGER AND AIR CARGO STATISTICS.** A staff report is included in the agenda packet. The March 2022 passenger count of 481,044 was up 5% compared to March of 2019’s 459,829 passengers. Also compared to March of 2019, air carrier aircraft operations in March 2022 increased 5%, while cargo volume was up 10%, at 9.4 million pounds.
- b. **MARCH 2022 GROUND TRANSPORTATION.** No staff report attached. Staff will update the Commission on Ground Transportation activities for the month of March 2022.
- c. **MARCH 2022 PARKING REVENUE STATISTICS.** No staff report attached. Staff will present parking revenue data for the month of March 2022.

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

MONDAY, APRIL 18, 2022

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 11:27 a.m., by Commissioner Selvidge.

1. ROLL CALL

Present: Commissioners Selvidge (via teleconference), 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); David Kwon, Director, Financial Services

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.

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. April 4, 2022

Draft minutes for the April 4, 2022, Finance and Administration Committee meeting were presented for approval.

Motion

Commissioner Ovrom moved approval of the minutes, 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).

6. Treasurer's Report

a. February 2022

A copy of the Treasurer's Report for February 2022 was included in the agenda packet for the Committee's review.

Motion

Commissioner Najarian moved approval to recommend that the Commission note and file the February 2022 Treasurer's report; seconded by Commissioner Ovrom.

Motion Approved

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

7. Items for Discussion

**a. Fiscal Year 2022/2023 ("FY 2023")
Budget Development**

Staff presented and discussed with the Committee the proposed FY 2023 Passenger Level Assumptions and proposed Staffing program.

**b. Replacement Passenger Terminal
Financing Update**

There were no updates available at this time.

8. Items for Information

a. 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 12:38 p.m.

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

MONDAY, APRIL 18, 2022

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 11:28 a.m., by Commissioner Agajanian.

1. ROLL CALL

Present: Commissioners Agajanian (via teleconference), Gabel-Luddy (via teleconference) and Williams

Absent: None

Also Present: Staff: Frank Miller, Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development
Authority Counsel: Terence R. Boga, Chelsea Straus of Richards, Watson & Gershon and Tom Ryan of McDermott, Will & Emery

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

Commissioner Williams moved approval of the agenda, seconded by Commissioner Gabel-Luddy. There being no objection, a voice vote was taken to accommodate the Commissioners participating via teleconference. The motion was approved (3-0).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. April 4, 2022

Commissioner Williams moved approval of the minutes of the April 4, 2022 meeting, seconded by Commissioner Gabel-Luddy. There being no objection, a voice vote was taken to accommodate the Commissioners participating via teleconference. The motion was approved (3-0).

6. Items for Information

a. Committee Pending Items

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

7. Closed Session

The meeting recessed to closed session at 11:30 a.m. to consider the items listed on the closed session agenda, and to confer with legal counsel.

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)

The meeting reconvened to open session at 11:48 a.m. with all three Commissioners present. No reportable action was taken on the presented item.

8. Adjournment

There being no further business, the meeting was adjourned at 11:50 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 16, 2022**

**DETERMINATIONS REGARDING RETURN TO IN-PERSON MEETINGS
AND AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS
FOR TELECONFERENCE MEETINGS**

Presented by Terence Boga
General Counsel

SUMMARY

Staff has placed this item on the agenda to give the Commission an opportunity to provide direction on the return to in-person Commission and standing Committee meetings at the Airport, and to make the findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings.

BACKGROUND

Since the start of the COVID-19 pandemic and Governor Newsom's relaxation of Brown Act requirements, the Authority has followed the course of many other local public agencies and held teleconference meetings to promote social distancing and protect public safety. The Governor's executive orders allowed 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 executive orders expired on September 30, 2021, and teleconference meetings now are conducted pursuant to AB 361, which confers similar flexibility.

In order for a local public agency to be subject to the AB 361 special Brown Act requirements for teleconference meetings, the legislative body of the agency must make two findings. First, the legislative body must find 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 every 30 days thereafter. The Commission last made these findings on April 18, 2022.

Governor Newsom is rolling back his COVID-19 executive orders in phases, but he has left his COVID-19 state of emergency declaration in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. In particular, 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 continues to recommend

that employers take steps to reduce indoor crowding and to enable employees and visitors to physically distance from each other.

MASK MANDATE STATUS

In *Health Freedom Defense Fund, Inc. v. Biden*, the Centers for Disease Control and Prevention (“CDC”) issued a health order requiring that masks be worn at airports, train stations, and other transportation hubs as well as on airplanes, buses, trains, and most other public conveyances in the United States. However, on April 18, 2022, a federal district court struck down the CDC’s mask mandate for travelers. The Department of Justice currently is appealing that decision.

Although the CDC’s mask mandate is on hold pending the outcome of the litigation, the County of Los Angeles (“County”) has a mask mandate that remains in effect. In relevant part, the County Health Officer’s April 21, 2022, health order requires everyone (except those under 2 years of age) to wear a mask in airports. The County has announced that it will reevaluate its public transit masking requirement by May 22, 2022. As of May 5, 2022, the County’s most recent COVID-19 data was the following:

- Testing positivity rate (7-day daily average): 1.77%
- New deaths reported (7-day daily average): 6
- Hospitalizations (7-day daily average): 239

MEMBER CITY MEETINGS

The legislative body of each agency has the discretion to make the decision on when to return to in-person meetings based on that agency’s particular circumstances. The teleconference meeting flexibility afforded by AB 361 is scheduled to remain in effect until January 1, 2024.

At the April 18, 2022, Commission Meeting, the Commission directed Staff to report back to the Commission on when the Cities of Burbank, Glendale, and Pasadena are returning to in-person meetings. Burbank returned to in-person City Council Meetings on May 3, 2022, and then resumed in-person Board, Commission, and Committee meetings. Members of the public may participate in Burbank’s public meetings either in-person or telephonically for general public comment and public hearings. Glendale’s City Council, Board, Commission, and Committee meetings are also open to the public for in-person attendance now. As of May 9, 2022, Pasadena continues to hold public meetings only by videoconference/teleconference.

RECOMMENDATION

Staff recommends that the Commission provide direction on when the Authority will return to in-person Commission and standing Committee meetings at the Airport. Additionally, Staff recommends that the Commission determine whether to make the AB 361 findings for special Brown Act requirements for teleconference meetings. If the Commission desires

that the Authority be able to utilize that statute's teleconference meeting flexibility for another 30 days, then the appropriate motion is:

"I move that the Commission make the following findings: (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
MAY 16, 2022**

**AWARD OF CONSTRUCTION CONTRACT,
AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND
APPROVAL OF PROJECT BUDGET FOR
TAXIWAY C AND SHOULDERS REHABILITATION
PROJECT NUMBER (E21-01)**

Presented by Anthony DeFrenza
Director, Engineering and Maintenance

SUMMARY

At its meeting on May 2, 2022, the Operations and Development Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission:

- i) Award a construction contract in the amount of \$3,065,000 to Sully-Miller Contracting Company (“Sully-Miller”) for the Taxiway C and Shoulders Rehabilitation Project (“Project”);
- ii) Award a professional services agreement in the amount of \$166,319 to RDM International, Inc. (“RDM”) for engineer of record services, onsite technical services, and material testing;
- iii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$83,681 and;
- iv) Authorize a project contingency of \$75,000.

BACKGROUND

The Pavement Condition Index (“PCI”) used by the Federal Aviation Administration (“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 identified 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 to be rehabilitated 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 (SOLICITATION/BID EVALUATION/RECOMMENDATION FOR AWARD)

Staff initiated the bid process on February 23, 2022 by posting bid documents on PlanetBids. 186 vendors were notified through PlanetBids and advertising was placed in the Los Angeles Times, Dodge Online and the Bid Boards in Burbank, Glendale, and Pasadena. Three bids were received on March 25, 2022 with the following results:

CONTRACTOR	BID
Sully-Miller Contracting Company (Orange, CA)	\$3,065,000.00
PALP, Inc. dba Excel Paving Company (Long Beach, CA)	\$3,294,644.50
All American Asphalt (Corona, CA)	\$4,112,445.00

Sully-Miller has performed satisfactorily for the Authority in the past for similar work.

BID EVALUATION

The apparent low bid was evaluated by staff and determined to be responsive. An additional evaluation was conducted to determine whether there were any bid anomalies, and none were found.

TECHNICAL SERVICES, TESTING, AND INSPECTION

Staff negotiated a detailed scope of services and subsequent fee with RDM to provide engineer of record services, technical services, and materials testing services in accordance with FAA requirements. These services include site visits, weekly progress meeting participation, materials compliance testing (quality assurance), compaction testing, non-compliance reporting, corrective actions follow up, and FAA Acceptance Testing Summary reporting. Staff prepared an Independent Fee Estimate (“IFE”) to serve as a benchmark in establishing a fair and current market value for the Project based upon the agreed scope of

services and believes the proposed value of the services in the amount of \$166,319 reasonable based upon the defined scope.

DBE PROGRAM

The Authority's adopted Disadvantaged Business Enterprise ("DBE") program and guideline goal of 16.55% were incorporated into the proposal documents. Based upon a staff review of the bid documentation submitted, Sully-Miller has exceeded the Authority's DBE goal for the Project.

CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION

Project and construction management, field coordination and stakeholder communication will be provided by Staff. The proposed total not-to-exceed budget for all services is \$83,681.

SCHEDULE

Staff will issue a Notice to Proceed to Sully-Miller upon Commission approval, receipt of FAA grant funding, and receipt of all contractual prerequisites. Anticipated construction start is in July 2022.

OPERATIONAL IMPACTS

Staff will communicate with Cargo Carriers, Air Traffic Control Tower, Airlines, Fixed Base Operators and all stakeholders to provide regular project status and schedule updates. Completion of the Project will require short-term closure of movement areas. Work will be completed at night to limit disruption to airport operations. To minimize the risk of the Project impacting regular airport operations, any failure by Sully-Miller to complete work necessary to re-open movement areas at the prescribed time results in substantial liquidated damages assessed in terms of minutes of delay.

ENVIRONMENTAL REVIEW

Staff has reviewed the California Environmental Quality Act guidelines regarding exemptions applicable to the Project and determined that the Project is exempt pursuant to the Class 1 categorical exemption (14 C.C.R. § 15301). Among other things, that exemption covers rehabilitation of deteriorated facilities to meet current standards of public health and safety in situations where damage is not substantial and has not resulted from an environmental hazard.

Additionally, in accordance with National Environmental Protection Agency requirements for federally funded projects, a Categorical Exclusion was filed with the FAA and approved.

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BUDGET APPORTIONMENT

CATEGORY OF WORK	AMOUNT	% of COSTS
Construction	\$ 3,065,000	85%
Construction Administration/Testing	\$166,319	5%
Construction Management/Contract Administration	\$83,681	2%
Project Contingency	\$75,000	2%
Construction Total	\$3,390,000	94%
Project Formulation Costs (Design)*	\$212,000	6%
Project Total	\$3,602,000	100%

* The award of a professional services agreement for design and associated management and administrative costs was approved by the Commission at the October 18, 2021 meeting.

BUDGET IMPACTS

The approved FY 2022 Budget includes appropriations for this project of \$223,350 for design phase costs of which approximately \$212,000 were spent. The proposed FY 2023 Budget includes an appropriation request of \$3,400,000 for construction phase costs. The total project cost will be funded through a combination of an Airport Improvement Program (“AIP”) grant and Passenger Facility Charge (“PFC”) funds. A final AIP grant application for \$2,902,852 (80.59% of project costs) was submitted to the FAA last month, and based on discussions with FAA, receipt of the grant is anticipated in May. A proposed PFC Application will provide the local funding match requirement of \$699,148.

RECOMMENDATION

At its meeting on May 2, 2022, the Committee voted (2–0, 1 absent) to recommend that, subject to receipt of the of the anticipated AIP grant, the Commission: (1) award a construction contract in the amount of \$3,065,000 to Sully-Miller, (2) award a professional services agreement in the amount of \$166,319 to RDM for engineer of record services, onsite technical services, and material testing, (3) authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$83,681 and; (4) authorize a project contingency of \$75,000 for any unforeseen circumstances that may arise during the course of construction.

CONSTRUCTION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/Sully-Miller Contracting Company)

THIS CONSTRUCTION AGREEMENT (“Agreement”) is dated May 16, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency (“Authority”) and Sully-Miller Contracting Company, a Delaware corporation (“Contractor”). Contractor’s CSLB license number is 747612. Contractor’s DIR registration number is 1000003664.

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Notice Inviting Bids, the Instructions to Bidders, the Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, General Federal Provisions, Special Federal Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements and the BUR Clean Construction Policy to the extent attached to this Agreement. Such attachments are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as **TAXIWAY C AND SHOULDER REHABILITATION** (“Project”), as described in this Agreement and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, Authority shall pay Contractor a not to exceed amount of Three Million Sixty-Five Thousand dollars (\$3,065,000.00) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by reference: Workers’ Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time Authority tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages; Davis-Bacon Act. Authority and Contractor acknowledge that the Project is a public work to which prevailing wages and the Davis-Bacon Act apply. Further, where the wage rates calculated pursuant to the respective Labor Code and the Davis-Bacon Act provisions are different, Contractor must pay the higher rate.
7. Workers’ Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will

comply with such provisions before commencing the performance of the work of this contract.”

8. Execution Warranty. Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

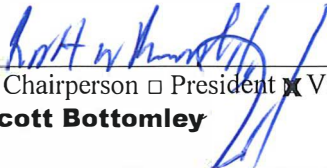
9. Entire Agreement. This Agreement, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Authority and Contractor related to the Project. This Agreement supersedes all prior oral or written negotiations, representations or agreements related to the Project. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

10. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

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

Sully-Miller Contracting Company
135 S. State College Blvd., Suite #400
Brea, CA 92821



 Chairperson President Vice President
Scott Bottomley

 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
2627 N. Hollywood Way
Burbank, CA 91505

Paula Devine, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christopher Winter
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz
Assistant Secretary	Jeff Galterio


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 3, 2020, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of June, 2021.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MAY 16, 2022**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
AUTOCAD, GIS, GRAPHIC DISPLAY AND AIRPORT PLANNING SERVICES**

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 to award a Professional Services Agreement (“Agreement”) to Azrial Ltd. (“Azrial”) for continued AutoCAD, GIS, graphic display, and airport planning services.

The proposed Agreement (copy attached) is on a time and materials basis at an hourly rate of \$125.00 per hour, not to exceed 1,400 hours annually, for a three-year period with two one-year extension options. An annual allowance of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink, and reproduction costs are included in the Agreement.

BACKGROUND

Staff has for the past 29 years utilized the services of Mr. Dan Lichtner, the Principal of Azrial, to provide computer aided drafting or “CAD” services, planning and project support services, and more recently GIS development services to the Airport on a time and materials basis. The most recent Professional Services Agreement with Azrial expired earlier this month.

Azrial is responsible for the creation of the current AutoCAD digital drawing library that encompasses several thousand drawings. Mr. Lichtner also has extensive knowledge of the Airport facility, as well as Engineering and Airport procedures and protocols. He provides services in a variety of areas, including conceptual planning, graphic arts, and AutoCAD construction document preparation.

The depth and breadth of Mr. Lichtner’s knowledge and familiarity with the Airport and airfield design makes it difficult to find alternative sources of this support that would be cost-effective. To replace Azrial services, it would likely require the engagement of multiple individuals with different skill sets, resulting in substantially more costs to achieve the same level of production.

FUNDING

A significant percentage of the annual effort expended by Azrial is charged directly to individual capital improvement projects. The balance of Azrial’s costs are expensed to support the CAD, GIS or graphic development needs of other airport departments. The proposed FY 2023 Budget has appropriations for these support services that are not able to be charged to a capital project.

ANNUAL COST ADJUSTMENT

The proposed Agreement allows for an annual adjustment to the hourly labor rate after the end of the first year of the Agreement and each subsequent year thereafter based on the most recently published applicable Consumer Price Index.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award a Professional Services Agreement to Azrial Ltd. for AutoCAD, GIS, graphic display, and airport planning services.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Azrial Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated May 16, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Azrial Ltd. (“Consultant”), a California corporation (“Consultant”).

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to renew its retention of Consultant as an independent contractor providing the following professional services: computer-aided drafting, graphics service, and other related architectural and engineering services.

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. “Contract Administrator”: Anthony DeFrenza or a duly authorized designee.

B. “Executive Director”: Frank R. Miller or a duly authorized designee.

C. “Federal Requirements” the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

D. “Indemnitees”: the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

2. Services.

A. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A.

B. The services shall be performed in a timely, regular basis in accordance with Exhibit A and the instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. All services performed by Consultant shall be provided in accordance with all applicable rules, regulations and other laws of the Authority and any federal, state, or local governmental agency having jurisdiction at the time service is performed.

D. 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.

E. 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 May 16, 2022 and shall expire on May 15, 2025 unless extended by the Authority pursuant to paragraph (B) below or terminated by either party pursuant to paragraph (C) below.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 10 days prior to the then-scheduled expiration date.

C. 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 seven days prior written notice to the other party. In the event of termination, the Authority shall pay Consultant for work satisfactorily performed through the termination date.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the fee schedule set forth in Exhibit B.

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. Insurance.

A. The Authority shall cause Consultant to be an additional insured under the Authority's Airport Liability insurance policy. The insurance coverage shall apply to Consultant's actions on the Authority's behalf that are directly related to the operation of the Airport and that cause third party bodily injury, property damage, or both.

B. Consultant shall procure and maintain for the duration of this Agreement automobile liability insurance with limits no less than \$100,000 per accident for bodily injury and property damage. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. The policy shall contain, or shall be endorsed to contain, the following provisions:

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

2. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by the Contract Administrator.

10. 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.

11. 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: Anthony DeFrenza
E-mail: ADefrenza@bur.org

Consultant
Azrial Ltd.
18321 Algiers Street
Porter Ranch, CA 91326
Attn: Dan Lichtner
E-mail: azrialtd@gmail.com

12. 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. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. 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.

14. 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 or B, 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.

15. 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.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties. This Agreement supersedes all prior oral or written negotiations, representations and contracts. 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.

Azrial Ltd.



Chairperson President Vice President

Secretary Asst. Secretary

Chief Finance Officer Asst. Treasurer

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

Burbank-Glendale-Pasadena Airport Authority

President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

Consultant shall provide computer-aided drafting, graphics service, and other related architectural and engineering services under the direct supervision of the Contract Administrator.

EXHIBIT B
Fee Schedule

Consultant shall be compensated for the actual number of authorized hours performed for each assigned task.

Consultant shall be compensated at a rate of \$125.00 per hour not to exceed 1,400 hours per year. Additionally, Consultant shall receive an annual allowance of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink, and reproduction costs.

Commencing May 17, 2023, an hourly labor rate adjustment shall be allowed in accordance with the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim statistical area (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI-U is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used.

EXHIBIT C
Non-AIP Project Federal Requirements

1. 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.

2. 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 Department of Transportation regulations at 49 CFR parts 37 and 38;

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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

Hollywood Burbank Airport

REVENUE PASSENGERS	March			January - March*		
	2022	2019	% Change	2022	2019	% Change

Signatory Airlines						

Alaska Airlines	25,238	44,415	-43.18%	80,935	122,607	-33.99%
American Airlines	29,780	15,332	94.23%	74,478	79,047	-5.78%
Avelo Airlines	35,016	0	N/A	83,953	0	N/A
Delta Airlines	16,285	13,355	21.94%	41,053	54,950	-25.29%
Flair Airlines	987	0	N/A	1,754	0	N/A
Frontier Airlines	8,537	0	N/A	26,371	0	N/A
JetBlue Airways	13,867	20,661	-32.88%	30,140	59,269	-49.15%
Southwest Airlines	331,679	342,758	-3.23%	779,842	985,237	-20.85%
Spirit Airlines	8,072	0	N/A	20,724	19,832	4.50%
United Airlines	11,583	23,308	-50.30%	31,876	76,308	-58.23%

Total Revenue Passengers	481,044	459,829	4.61%	1,171,126	1,397,250	-16.18%
=====						
Inbound (deplaned)	240,810	230,569	4.44%	585,529	698,214	-16.14%
Outbound (enplaned)	240,234	229,260	4.79%	585,597	699,036	-16.23%

AIRCRAFT OPERATIONS	March			January - March*		
	2022	2019	% Change	2022	2019	% Change

Landings & Takeoffs						
Air Carrier	5,288	5,015	5.44%	15,070	15,565	-3.18%
Air Taxi	1,893	1,730	9.42%	5,316	5,771	-7.88%
General Aviation	2,335	2,400	-2.71%	6,660	7,484	-11.01%
Military Itinerant	23	28	-17.86%	82	113	-27.43%
Subtotal	9,539	9,173	3.99%	27,128	28,933	-6.24%

Pass Through BUR Airspace						
Civil Local	2,719	2,716	0.11%	7,186	6,736	6.68%
Military Local	0	0	N/A	0	0	N/A
Subtotal	2,719	2,716	0.11%	7,186	6,736	6.68%
=====						
Total Aircraft Operations	12,258	11,889	3.10%	34,314	35,669	-3.80%

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

* 2019 Year-to-Date numbers include January and February 2020, and March 2019 totals.

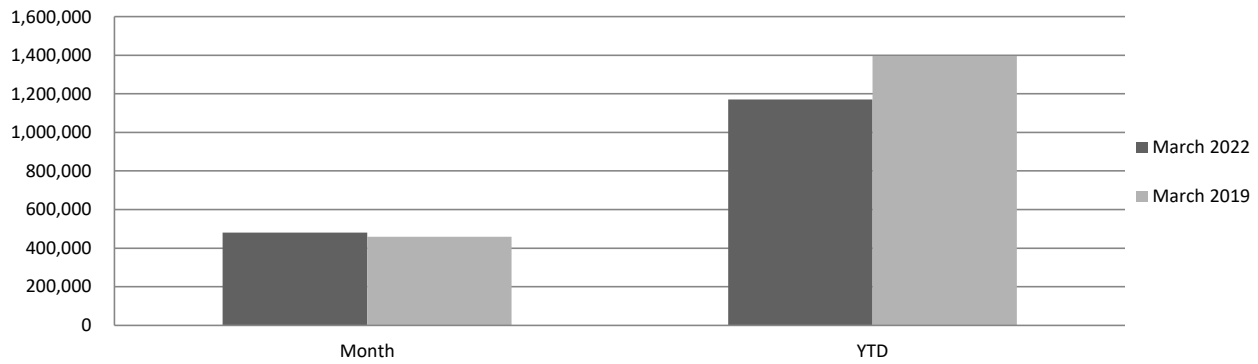
Hollywood Burbank Airport

AIR CARGO (lbs.)	March			January - March*		
	2022	2019	% Change	2022	2019	% Change
Signatory Airlines						
Alaska Airlines	264	486	-45.68%	2,092	1,175	78.04%
American Airlines	0	0	N/A	310	18	N/A
Avelo Airlines						
Delta Airlines						
Flair Airlines						
Frontier Airlines						
JetBlue Airways						
Southwest Airlines	319,575	150,909	111.77%	864,990	508,928	69.96%
Spirit Airlines						
United Airlines		0	N/A	0	1,075	N/A
Other Scheduled Carriers						
Federal Express	4,471,002	4,550,594	-1.75%	11,321,774	12,227,270	-7.41%
United Parcel Service	4,469,277	3,663,960	21.98%	12,007,982	12,192,715	-1.52%
Charter/Contract Carriers						
Ameriflight	187,606	196,179	-4.37%	518,171	677,134	-23.48%
Total Air Cargo	9,447,724	8,562,128	10.34%	24,715,319	25,608,315	-3.49%
Inbound (deplaned)	4,687,861	4,096,387	14.44%	12,322,062	13,135,472	-6.19%
Outbound (enplaned)	4,759,863	4,465,741	6.59%	12,393,257	12,472,843	-0.64%

MAIL (lbs.)	March			January - March*		
	2022	2019	% Change	2022	2019	% Change
American Airlines	0	0	N/A	0	6,032	-100.00%
Total Mail	0	0	N/A	0	6,032	-100.00%
Inbound (deplaned)	0	0	N/A	0	3,016	-100.00%
Outbound (enplaned)	0	0	N/A	0	3,016	-100.00%

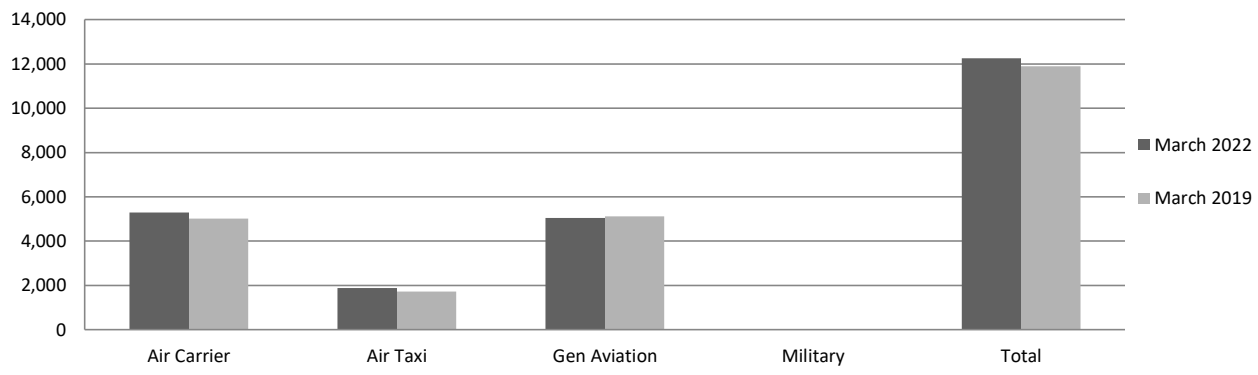
* 2019 Year-to-Date numbers include January and February 2020, and March 2019 totals.

Revenue Passengers



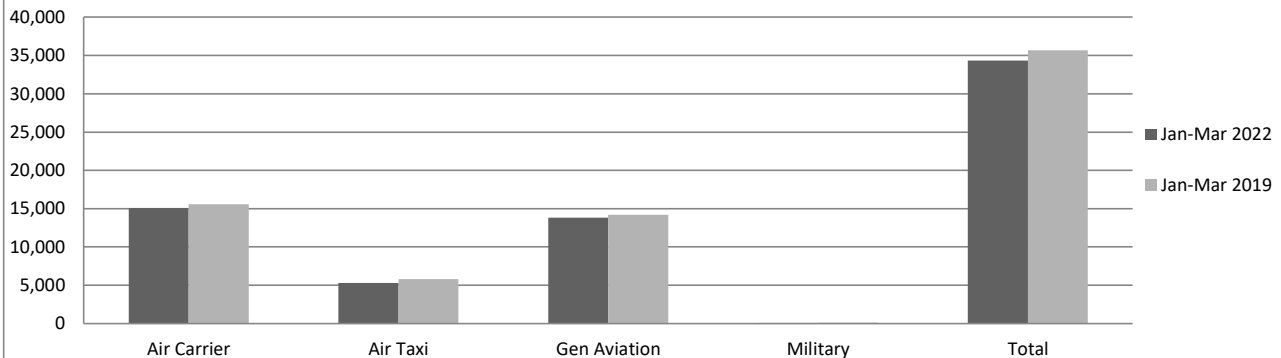
Revenue Passengers	Month	YTD
March 2022	481,044	1,171,126
March 2019	459,829	1,397,250
% Change	4.61%	-16.18%

Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
March 2022	5,288	1,893	5,054	23	12,258
March 2019	5,015	1,730	5,116	28	11,889
% Change	5.44%	9.42%	-1.21%	-17.86%	3.10%

Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Mar 2022	15,070	5,316	13,846	82	34,314
Jan-Mar 2019	15,565	5,771	14,220	113	35,669
% Change	-3.18%	-7.88%	-2.63%	-27.43%	-3.80%

Hollywood Burbank Airport

REVENUE PASSENGERS

	March			January - March		
	2022	2021	% Change	2022	2021	% Change
Signatory Airlines						
Alaska Airlines	25,238	14,913	69.23%	80,935	29,615	173.29%
American Airlines	29,780	16,707	78.25%	74,478	35,014	112.71%
Avelo Airlines	35,016	0	N/A	83,953	0	N/A
Delta Airlines	16,285	8,519	91.16%	41,053	19,977	105.50%
Flair Airlines	987	0	N/A	1,754	0	N/A
Frontier Airlines	8,537	0	N/A	26,371	0	N/A
JetBlue Airways	13,867	0	N/A	30,140	0	N/A
Southwest Airlines	331,679	92,820	257.34%	779,842	182,479	327.36%
Spirit Airlines	8,072	1,909	322.84%	20,724	5,762	259.67%
United Airlines	11,583	2,449	372.97%	31,876	6,429	395.82%
Total Revenue Passengers	481,044	137,317	250.32%	1,171,126	279,276	319.34%
Inbound (deplaned)	240,810	68,664	250.71%	585,529	141,426	314.02%
Outbound (enplaned)	240,234	68,653	249.92%	585,597	137,850	324.81%

AIRCRAFT OPERATIONS

	March			January - March		
	2022	2021	% Change	2022	2021	% Change
Landings & Takeoffs						
Air Carrier	5,288	2,273	132.64%	15,070	5,547	171.68%
Air Taxi	1,893	1,427	32.66%	5,316	3,746	41.91%
General Aviation	2,335	2,152	8.50%	6,660	5,838	14.08%
Military Itinerant	23	30	-23.33%	82	79	3.80%
Subtotal	9,539	5,882	62.17%	27,128	15,210	78.36%
Pass Through BUR Airspace						
Civil Local	2,719	3,294	-17.46%	7,186	9,147	-21.44%
Military Local	0	0	N/A	0	0	N/A
Subtotal	2,719	3,294	-17.46%	7,186	9,147	-21.44%
Total Aircraft Operations	12,258	9,176	33.59%	34,314	24,357	40.88%

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

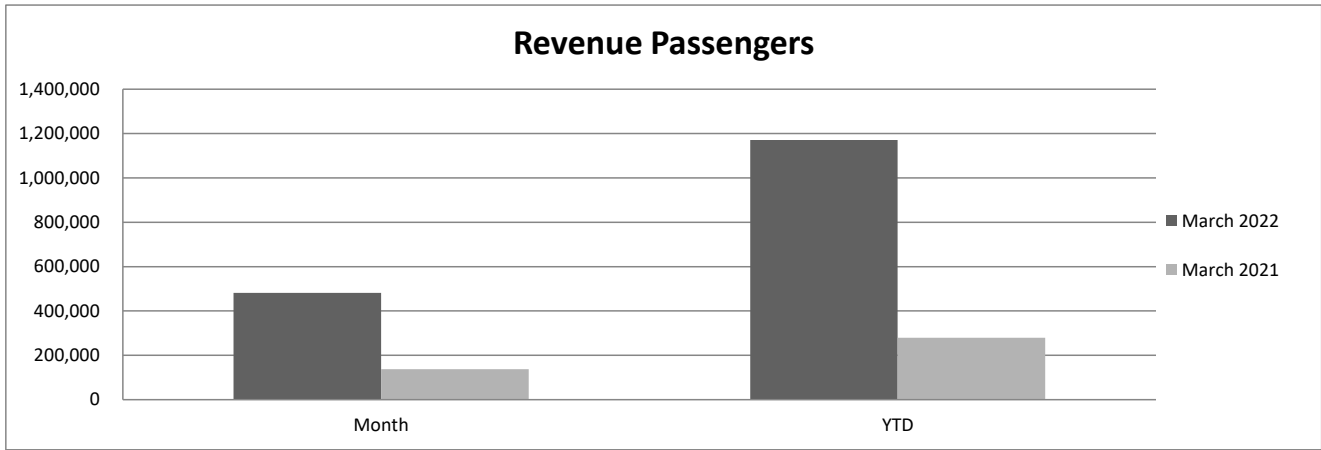
Civil Local: Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

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

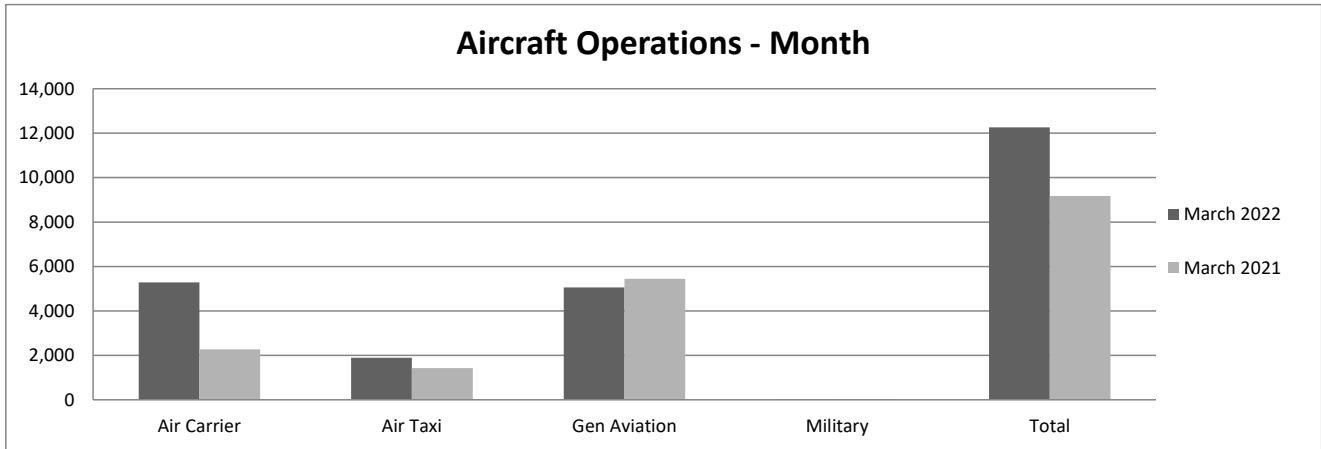
Hollywood Burbank Airport

AIR CARGO (lbs.)	March			January - March		
	2022	2021	% Change	2022	2021	% Change
-----	-----	-----	-----	-----	-----	-----
Signatory Airlines						
Alaska Airlines	264	385	-31.43%	2,092	1,656	26.33%
American Airlines	0	0	N/A	310	0	N/A
Avelo Airlines						
Delta Airlines						
Flair Airlines						
Frontier Airlines						
JetBlue Airways						
Southwest Airlines	319,575	140,659	127.20%	864,990	311,895	177.33%
Spirit Airlines						
United Airlines						
-----	-----	-----	-----	-----	-----	-----
Other Scheduled Carriers						
-----	-----	-----	-----	-----	-----	-----
Federal Express	4,471,002	5,375,112	-16.82%	11,321,774	13,921,362	-18.67%
United Parcel Service	4,469,277	4,558,878	-1.97%	12,007,982	11,898,054	0.92%
-----	-----	-----	-----	-----	-----	-----
Charter/Contract Carriers						
-----	-----	-----	-----	-----	-----	-----
Ameriflight	187,606	239,268	-21.59%	518,171	582,885	-11.10%
-----	-----	-----	-----	-----	-----	-----
Total Air Cargo	9,447,724	10,314,302	-8.40%	24,715,319	26,715,852	-7.49%
=====	=====	=====	=====	=====	=====	=====
Inbound (deplaned)	4,687,861	5,134,200	-8.69%	12,322,062	13,297,490	-7.34%
Outbound (enplaned)	4,759,863	5,180,102	-8.11%	12,393,257	13,418,362	-7.64%

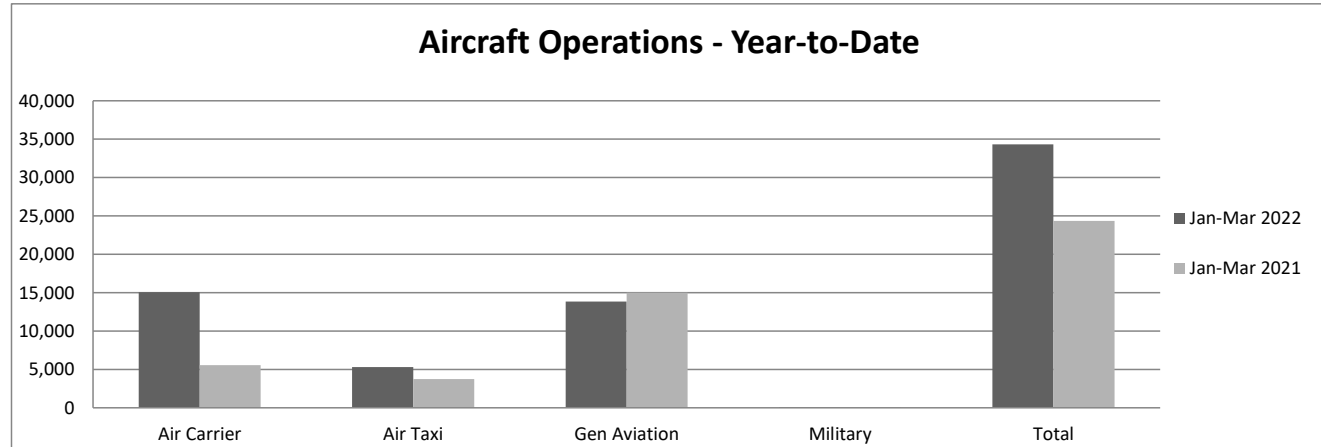
MAIL (lbs.)	March			January - March		
	2022	2021	% Change	2022	2021	% Change
-----	-----	-----	-----	-----	-----	-----
	0	0	N/A	N/A	0	N/A
-----	-----	-----	-----	-----	-----	-----
Total Mail	0	0	N/A	N/A	0	N/A
=====	=====	=====	=====	=====	=====	=====
Inbound (deplaned)	0	0	N/A	N/A	0	N/A
Outbound (enplaned)	0	0	N/A	N/A	0	N/A



Revenue Passengers	Month	YTD
March 2022	481,044	1,171,126
March 2021	137,317	279,276
% Change	250.32%	319.34%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
March 2022	5,288	1,893	5,054	23	12,258
March 2021	2,273	1,427	5,446	30	9,176
% Change	132.64%	32.66%	-7.20%	-23.33%	33.59%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Mar 2022	15,070	5,316	13,846	82	34,314
Jan-Mar 2021	5,547	3,746	14,985	79	24,357
% Change	171.68%	41.91%	-7.60%	3.80%	40.88%

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / RDM International, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated _____, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and RDM International, Inc. (“Consultant”), a California corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: construction administration services for the Taxiway C and Shoulders Rehabilitation 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”: _____
- B. “Contract Administrator”: Karen Sepulveda or a duly authorized designee.
- C. “Contract Amount”: One Hundred Sixty-Six Thousand Three Hundred Eighteen Dollars and Ninety-Four Cents (\$166,318.94).
- D. “Executive Director”: Frank R. Miller or a duly authorized designee.
- E. “Expiration Date”: _____.
- 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 Proposal.
- H. “Indemnitees”: the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- I. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit B.

J. “Proposal”: Consultant’s April 5, 2022 proposal attached as Exhibit A.

K. “Services”: the tasks set forth in the Proposal.

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 calendar 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 calendar days prior written notice to the other party.

4. Compensation.

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

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

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

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

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

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

9. Indemnification.

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

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

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

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

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

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

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

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

Consultant
RDM International, Inc.
14310 Sullyfield Circle, Suite 600
Chantilly, VA 20151
Attn: Peter Yip, P.E.
E-mail: 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 proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

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

construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

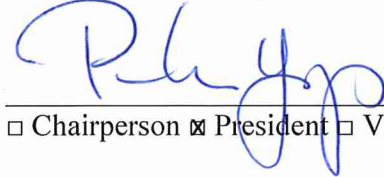
15. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy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



 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
Proposal

(attached)



April 5, 2022

**Proposal for CM Support Services During Construction
Taxiway C and Shoulders Rehabilitation
Bob Hope Airport, Burbank (BUR), California**

The Burbank-Glendale-Pasadena Airport BGPAA (BGPAA) has requested that the RDM International, Inc. (RDM), a Virginia corporation doing business as RDM Professional Services in California, submit a technical and cost proposal to provide construction support services and quality assurance inspection services during the construction of the Taxiway C and Shoulders Rehabilitation.

The project includes existing pavement mill and overlay and miscellaneous repairs to the taxiway and runway shoulder pavements. The estimated cost for the construction is anticipated to be around \$3.1 million.

Scope of Services

The following scope of services for RDM to provide assistance during construction includes the following:

- 1) Construction Management Plan – RDM shall prepare a construction management plan that will meet the FAA requirements. The plan will identify:
 - a) Personnel;
 - b) Inspection procedures and frequencies;
 - c) Submittal requirements;
 - d) Quality control (QC) and quality acceptance (QA) testing, test results; and
 - e) Final test reports for both QA and QC.

The inspection and testing results shall be provided to RDM by the BGPAA and incorporated into the final construction report identified in item 9 below. BGPAA personnel shall be responsible for obtaining all information from the contractor.

- 2) An RDM representative will attend meetings pertaining to the construction projects via conference call and or be present on-site. The RDM Project Manager (PM) and / or Project Engineer (PE) will attend the pre-construction meeting, witness the test section paving and participate in the final inspection. All other meetings, including but not limited to weekly meetings, construction phasing meeting, paving workshop, etc. requiring the PM and/or PE participation will be conducted via teleconference unless requested by the BGPAA PM. All other project coordination meetings will be attended by the PE and / or PM via conference call, as requested. As identified, weekly meetings are anticipated. The RDM PM will attend any other meeting as requested to support the construction project such as scheduling, safety & security, resolution of any issues, etc. that may arise through the course of the project.

Currently, two (2) visits for four (4) consecutive evenings have been accommodated for during the project by RDM's PM / PE with an additional visit as requested by the Authority. RDM management shall review daily test reports from the contractor and RMA for conformance to the specification requirements.

- 3) RDM shall provide a technical review of shop drawings and other contractor submittals for conformance with the contract drawings and specifications. RDM shall review and input to the log of all contractor submittals that shall include the submittal date, the action taken, and the date returned, including all re-submittals. Submittals will be reviewed within 7 calendar days of receipt.
 - a) RDM and or subconsultants shall review the submittals for general conformance with the requirements of the Contract Documents.
 - b) Submittals shall not be used as a vehicle for modifying the Contract Documents or other requirements of the Contract.
 - c) For projects that include owner specific submittals, RDM shall establish a submittal responsibility matrix that defines primary and secondary responsibility for review of submittals by the team and Owner Departments including Design/Engineering, Safety, Quality Assurance and Construction.
 - d) RDM anticipates the review pavement materials, detail items, placement plans, equipment submittals and any miscellaneous items associated with the FAA technical specification requirements (C-102, C-105, P-101, P-401, P-603, P-608, P-620 and related items such as QC, and paving or placement plans).
 - i) It is anticipated that following submittals will be reviewed:
 - (1) C-102 (SWPPP Primary reviewed by Authority with input from RDM)
 - (2) C-105 (1 ea. Construction Schedule)
 - (3) P-101 (1 ea. Milling & Patching)
 - (4) P-401 (1 mix design, 2 placement plans)
 - (5) P-603 (1 ea.)
 - (6) P-608 (1 ea.)
 - (7) P-620 (8 ea.)
 - (8) 5 ancillary submittals (QC plans, backup equipment etc.)
 - (9) Total of 20 submittals with an additional 4 re-submittals anticipated.
- 4) As requested by the BGPAA PM, timely consultation and advice to interpret or clarify the intent of the plans and specifications and answer questions that may arise during the construction of the project shall be provided. This proposal assumes a total of 6 contractor requests for information will be submitted for the miscellaneous project items.
- 5) Observations of Contractor non-conformance with the contract documents by the BGPAA PM or the RDM team will be evaluated. When requested, RDM will evaluate adjustments to the contract price, when appropriate, where statistical acceptance procedures are specified in the contract documents and make recommendations to the BGPAA PM.
- 6) During the construction period, RDM shall provide consultation time to review potential contractor-requested construction modifications. RDM will be responsible for preparing change order plans and specifications at the direction of the BGPAA PM.
- 7) Prior to completion or termination of the construction contract, and before final payment, RDM will participate in the final inspection (1 trip anticipated).
- 8) Update record drawings and project closeout. The BGPAA shall provide red-line mark-up drawings from the contractor, field sketches and or other data that has been identified as a reviewed change for field construction operations or potential deviations from the original drawings. A record drawing will be developed from the

itemized changes and a final set of documents shall be developed based on the “as-built” information and provided to the BGPAA in AutoCAD version 2017, adobe acrobat (.pdf) and hard copies (as required).

RDM shall also input to the final construction report drafted by the BGPAA PM that will meet the FAA Western Pacific Region requirement for closeout documentation. Information on all sections shall be provided by the BGPAA to RDM. Given the BGPAA shall provide continuous on-site inspection and recording, RDM will rely on the BGPAA to obtain the information directly from the construction contractor.

- 9) RDM’s subconsultant, RMA, Inc. shall be contracted to provide a daily field technician for milling and paving operations and a plant technician to perform material acceptance testing at the plant in accordance with the FAA P-401 specification requirements. RDM has identified 25 total plant testing days and 25 field days (during night work including two weekend nights) to accommodate for the phasing work. There are 2 additional days that are identified for final striping and currently RMA is not planned for this work.

Statement of Assumptions/Listing of Limitations

This proposal is submitted on the basis of the following assumptions and requirement that the following terms and conditions form an integral part of a subsequent agreement for the services.

- The presence or duties of RDM’s personnel at a construction site, whether as onsite representatives or otherwise, do not make RDM, RDM’s subconsultants or RDM’s personnel in any way responsible for those duties that belong to the BGPAA and/or the Contractor or other entities, and do not relieve the construction contractor(s) or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- RDM, RDM subconsultants and RDM’s personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except RDM’s own personnel.
- The presence of RDM’s personnel at a construction site is for the purpose of providing to the BGPAA a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the Contractor. RDM neither guarantees the performance of the Contractor nor assumes responsibility for Contractor's failure to perform work in accordance with the construction documents.
- If the RDM suspects the contractor is having material conformance problems at any time during construction, RDM will notify the BGPAA PM. Additional QA testing may be necessary as a result of the Contractor’s non-conformance. However, the type and frequency cannot be quantified at this time.
- Pricing assumptions included the following:
 1. Price proposal is based on the construction contract duration identified as approximately 120 calendar days which includes submittals, construction work and associated project close out times.

Detailed Cost Breakdown

RDM International, Inc. MANHOUR & FEE ESTIMATE

**Bob Hope Airport, Burbank (BUR)
CM Support Services for Taxiway C and Shoulders Rehabilitation**

1-Apr-22

TASK	PROJ MNGR	DSGN MNGR	PROJ ENGR	ADMIN	RMA	TRAVEL/ ODC	TASK COST	REMARKS
1. Construction Management Plan	4	4	8	1			\$ 3,897.64	
2. CM Meetings	76	12	40	8		\$ 5,740.68	\$ 37,698.65	Includes site visits by RDM Staff
3. Review of Submittals	12	8		2			\$ 5,244.08	
4. Request for Information Review (RFI's)	4	4		1			\$ 2,112.72	
5. Review of PWL / Non-Conformance / General Discrepancies	4	4					\$ 2,033.30	
6. Review of Contractor Mod Requests	4	2	4	1			\$ 2,497.85	
7. Pre-Final and Final Inspections	24		4			\$ 1,767.23	\$ 8,771.46	
8. Update Record Drawings / Project Closeout	2	8	16				\$ 6,108.48	
9. Plant and Field Testing	8				\$ 91,350.00		\$ 97,954.76	
SUBTOTALS	138	42	72	13	\$ 91,350.00	\$ 7,507.90	\$ 166,318.94	
SALARY RATE	\$84.77	\$84.44	\$74.27	\$26.44				
SUBTOTALS	\$11,698	\$3,546	\$5,347	\$344	\$91,350	\$ 7,507.90	\$119,794	
OVERHEAD @ 173.1%	\$20,250	\$6,139	\$9,256	\$595			\$ 36,240.04	
SUBTOTALS	\$31,948	\$9,685	\$14,604	\$939	\$91,350	\$ 7,507.90	\$ 156,033.84	
FEE @ 10%	\$3,195	\$969	\$1,460	\$94	\$4,567.50		\$10,285	5% Markup on Sub-Consultants for CM Services
TOTAL PER CATEGORY	\$35,143	\$10,654	\$16,064	\$1,033	\$95,918	\$ 7,507.90	\$ 166,318.94	
BILLING RATE	\$254.66	\$253.67	\$223.11	\$79.43				
Task 1 through 8						Subtotal	\$ 68,364.18	
Task 9						Subtotal	\$ 97,954.76	
Lump Sum							\$166,318.94	

Travel Assumptions: Dulles to BUR

Task	Employee	From	To	Number of Trips	Number of days	Air Fare /each	Car Rental /day	Lodging /day	M&IE/day	Airport Parking/Day	Mileage @ \$0.575	Total	Description
2	PM or PE	IAD or PHL	BUR	2	4	\$ 650.00	\$ 58.00	\$ 282.00	\$ 76.00	\$ 23.00	\$ 82.23	\$ 4,412.45	
2	PM or PE	IAD or PHL	BUR	1	2	\$ 650.00	\$ 58.00	\$ 282.00	\$ 76.00	\$ 23.00	\$ 82.23	\$ 1,328.23	
7	PM or PE	IAD or PHL	BUR	1	3	\$ 650.00	\$ 58.00	\$ 282.00	\$ 76.00	\$ 23.00	\$ 82.23	\$ 1,767.23	
Total for Travel Details												\$ 7,507.90	

RMA, Inc. Fee Estimate



Proposal No: 22-0470-P

March 31, 2022

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

Attention: Chris Decker

Subject: Proposal to Provide Construction Inspection and Testing Services
Taxiway C and Shoulders Rehabilitation
Burbank, CA

In response to your request, we propose to provide construction inspection and testing services for the Burbank Airport Taxiway C and Shoulders Rehabilitation project.

SCOPE OF WORK

Our proposed scope of work will consist of materials and compaction testing. A detailed description of the tasks required to complete this scope of work and an estimate of the costs associated with our work are detailed herein.

Hot Mix Asphalt Pavements, P-403

This scope of work will consist of performing the required acceptance testing during the production process for Hot Mix Asphalt (HMA) pavement. Work would be scheduled by your representative by calling our dispatcher at 909.989.1751. Requests for testing should be made at least 24 hours in advance.

Our services would consist of providing a field technician and plant technician to sample material at the plant or from the pavement mat at the job site in accordance with ASTM D979. Samples will be taken every 400 to 600 ton subplot for laboratory testing. Laboratory testing will consist of bulk specific gravity of laboratory compacted specimens (ASTM D6926, D2726) for each lot along with maximum specific gravity (ASTM D2041) and bulk specific gravity of cored samples (ASTM D2526 or ASTM D1188) per subplot for mat density and joint density. The contractor will perform coring. The calculation of air voids and thickness shall also be evaluated.

For the Contractor Quality Assurance portion of the specifications, we will also perform testing of; asphalt content, gradation, moisture content of aggregate, moisture content of HMA, temperatures, and in-place density monitoring.

A written report summarizing the results of all tests performed will be prepared upon completion of the work. The report will not contain a rendering, opinion, certificate, or warranty for the materials tested. Percentage of material within specification limits (PWL) will also be calculated and included in test reports.



TERMS

We propose to perform the previously described services on an hourly or test rate basis in accordance to the attached fee schedule. Our estimate is based on information given to RMA Group and the following assumed construction durations. Our estimate of charges for the proposed services is as follows:

ESTIMATED CHARGES – QUALITY ASSURANCE TESTING		
Item	Estimated Quantity	Estimated Costs
Hot Mix Asphalt Pavements Testing	25 shifts	\$91,350.00

Our estimate may vary due to circumstances that may develop during the course of the work or due to extended construction duration. 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.

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

RMA Group does not guarantee the performance of the contractor(s) by performing these services. RMA Group's performance of these services shall not relieve the contractor(s) of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make RMA Group an insurer of the contractor's performance; and shall not impose on RMA Group any obligation to see that the work is performed in a safe manner.

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

Authorized By:

(Signature)

(Print or Type Name)

(Title)

(Date)

Submitted By:

RMA Group

Johnny Rodriguez, PE

Project Engineer

Slawek Dymerski, PE

Vice President

ESTIMATE WORKSHEET				
HOT MIX ASPHALT PAVEMENTS				
Field Testing & Inspection				
Field Technician	184	Hours	\$115.00	\$21,160.00
Field Technician (OT)	62	Hours	\$172.50	\$10,695.00
Plant Technician	184	Hours	\$115.00	\$21,160.00
Plant Technician (OT)	62	Hours	\$172.50	\$10,695.00
Field Coordinator	25	Hours	\$130.00	\$3,250.00
			Subtotal	\$66,960.00
Laboratory Testing				
Core Density (ASTM D2726 or D1188)	200	Each	\$75.00	\$15,000.00
			Subtotal	\$15,000.00
Engineering Review & Reporting				
Project Engineer	24	Hours	\$170.00	\$4,080.00
Staff Engineer	26	Hours	\$135.00	\$3,510.00
Administrative / Secretarial	30	Hours	\$60.00	\$1,800.00
			Subtotal	\$9,390.00
			TOTAL	\$91,350.00

2021 Schedule of Fees and General Terms

Personnel Charges - Professional Staff

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

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Supervising Special Inspector	HR	\$125.00
Supervising Soil Technician	HR	\$125.00
Supervising Public Works Inspector	HR	\$125.00
Special Inspector Wood Construction	HR	\$120.00
Special Inspector Structural Steel	HR	\$115.00
Special Inspector Shotcrete	HR	\$115.00
Special Inspector Roofing/Waterproofing	HR	\$115.00
Special Inspector Reinforced Concrete	HR	\$115.00
Special Inspector Prestressed Concrete	HR	\$115.00
Special Inspector Post Tensioned Conc.	HR	\$115.00
Special Inspector Post Installed Anchors	HR	\$115.00
Special Inspector Masonry (DSA)	HR	\$115.00
Special Inspector Masonry	HR	\$115.00
Special Inspector High Strength Bolting	HR	\$115.00
Special Inspector Fire Stopping	HR	\$115.00
Special Inspector Fire Proofing	HR	\$115.00

2021 Schedule of Fees and General Terms

Special Inspector Fiber Wrap	HR	\$115.00
Special Inspector Concrete Batch Plant	HR	\$115.00
Special Inspector Coatings	HR	\$120.00
Special Inspector (ICC)	HR	\$115.00
Soils Technician Rough Grading	HR	\$115.00
Soils Technician Retesting	HR	\$115.00
Soils Technician Compaction Testing	HR	\$115.00
Soils Engineering Technician	HR	\$115.00
Radiographic Testing Crew	HR	\$400.00
Quality Control Manager	HR	\$145.00
Pull Torque Testing Technician	HR	\$115.00
Public Works Technician - Concrete	HR	\$115.00
Public Works Technician - Asphalt	HR	\$115.00
Public Works Technician	HR	\$115.00
Public Works Inspector - Concrete Plant	HR	\$115.00
Public Works Inspector - Concrete Paving	HR	\$115.00
Public Works Inspector - Asphalt Plant	HR	\$115.00
Public Works Inspector - Asphalt Paving	HR	\$115.00
Public Works Inspector	HR	\$115.00
Project Inspector (IOR)	HR	\$115.00
Pick-up and Delivery of Test Specimens	HR	\$55.00
Non Destructive Testing ASNT Level III	HR	\$200.00
Non Destructive Testing ASNT Level II	HR	\$115.00
Mechanical Electrical Inspector	HR	\$120.00
Laboratory Technician - Field Lab	HR	\$95.00
ID Reinforcing or Structural Steel	HR	\$115.00
Building Inspector	HR	\$115.00
AWS Certified Welding Inspector- Shop	HR	\$115.00
AWS Certified Welding Inspector- Field	HR	\$115.00
ACI Concrete Technician	HR	\$115.00

Laboratory Tests - Steel

Product Name	Units	Rate (\$)
Steel Chemical Analysis	EA	\$205.00
AWS Weld: Macroetch	EA	\$110.00
AWS Weld: Fracture	EA	\$75.00
AWS Bend Test	EA	\$75.00
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
ASTM F606 Bolt Wedge Tensile to 7/8"	EA	\$90.00
ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2"	EA	\$110.00
ASTM F606 Bolt Axial Tensile to 7/8"	EA	\$60.00
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 Bolt: Axial 7/8" - 1 1/2"	EA	\$95.00
ASTM E605 Spray Applied Fireproofing Den	EA	\$135.00
ASTM A416 Tensile Test Only	EA	\$175.00
ASTM A416 Stress-Strain Analysis	EA	\$240.00
ASTM A370 Tensile Up to 400K lbs (Each)	EA	\$160.00
ASTM A370 Tensile Up to 300K lbs (Each)	EA	\$100.00
ASTM A370 Tensile Up to 200K lbs (Each)	EA	\$90.00
ASTM A370 Tensile Up to 100K lbs (Each)	EA	\$75.00
ASTM A370 Tensile Stress-Strain Percent	EA	\$205.00

2021 Schedule of Fees and General Terms

ASTM A370 Tensile 400K - 500K lbs (Each)	EA	\$365.00
ASTM A370 Rockwell Hardness (Each)	EA	\$110.00
ASTM A370 Rebar Tension up to #8	EA	\$60.00
ASTM A370 Rebar Tension #9 to #11	EA	\$75.00
ASTM A370 Rebar Tension #18	EA	\$170.00
ASTM A370 Rebar Tension #14	EA	\$115.00
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 #18	LOT	\$670.00
ASTM A370 Headed Bar Prod. Lot #14	LOT	\$515.00
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 # 18	EA	\$170.00
ASTM A370 Bend Test Rebar #14	EA	\$115.00

Laboratory Tests - Soil

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

Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM E519 Assemblage Comp Str 8" Block	EA	\$125.00
ASTM E519 Assemblage Comp Str 16" Block	EA	\$175.00
ASTM E519 Assemblage Comp Str 12" Block	EA	\$140.00
ASTM C90 Masonry Block Conformance	SET	\$740.00
ASTM C780 Mortar Cylinder Compression	EA	\$40.00

2021 Schedule of Fees and General Terms

ASTM C67 Brick Moisture & Absorption	SET	\$110.00
ASTM C67 Brick Modulus of Rupture	EA	\$135.00
ASTM C67 Brick Compressive Strength	SET	\$125.00
ASTM C67 Brick 5 Hour Boil	EA	\$135.00
ASTM C426 Block Linear Shrinkage	SET	\$375.00
ASTM C140 Block Unit Wt & Dimensions	SET	\$265.00
ASTM C140 Block Moisture & Absorption	SET	\$110.00
ASTM C140 Block Compressive Strength	SET	\$100.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	\$110.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$100.00
ASTM C109 Compressive Strength 2" Cube	EA	\$50.00
ASTM C1019 Grout Prism Compression	EA	\$50.00

Laboratory Tests - Environmental

Product Name	Units	Rate (\$)
OSHA ID-191 Asbestos	EA	Quote
EPA 9040 pH of Soil	EA	Quote
EPA 8310 Polynuclear Aromatic Hydrocarbons	EA	Quote
EPA 8270 Semi-Volatile Organic Compounds	EA	Quote
EPA 8151 Chlorinated Herbicides	EA	Quote
EPA 8141 Organo-Phosphorous Pesticides	EA	Quote
EPA 8082 PCB's	EA	Quote
EPA 8081 Organo-Chlorine Pesticides	EA	Quote
EPA 8021 or 8260 Volatile Organic Compounds	EA	Quote
EPA 8015 Total Petroleum Hydrocarbons	EA	Quote
EPA 6010 & 7471 TTLC Lead	EA	Quote
EPA 6010 & 7471 TTLC 17 Metals	EA	Quote

Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
T 336 Coefficient of Thermal Expansion	EA	\$670.00
ASTM C78 Flexural Strength, Beam	EA	\$125.00
ASTM C649 Concrete Modulus of Elasticity	EA	\$205.00
ASTM C496 Splitting Tensile Test	EA	\$125.00
ASTM C495 Lightweight Concrete Strength	EA	\$65.00
ASTM C495 Density - Lightweight Concrete	EA	\$240.00
ASTM C42 Compressive Strength, Core	EA	\$100.00
ASTM C39 Cyl Tested out of Sequence	EA	\$50.00
ASTM C39 Concrete Cyl Cured or Tested	EA	\$40.00
ASTM C157 Concrete Shrinkage (Set of 3)	SET	\$600.00
ASTM C138 Unit Weight of Concrete	EA	\$90.00
ASTM C1140 Shotcrete Panel Test	SET	\$335.00

Laboratory Tests - Caltrans

Product Name	Units	Rate (\$)
CT670 Tensile Strength up to #8	EA	\$75.00
CT670 Tensile Strength #8 - #11	EA	\$110.00
CT670 Tensile Strength #18	EA	\$205.00
CT670 Tensile Strength #14	EA	\$140.00
CT670 Production Lot up to #8 (Ultimate)	LOT	\$4,005.00
CT670 Production Lot up to #8 (Service)	LOT	\$335.00
CT670 Production Lot #9 to #11(Ultimate)	LOT	\$470.00
CT670 Production Lot #9 to #11 (Service)	LOT	\$405.00

2021 Schedule of Fees and General Terms

CT670 Production Lot #18 (Ultimate)	LOT	\$1,005.00
CT670 Production Lot #18 (Service)	LOT	\$725.00
CT670 Production Lot #14 (Ultimate)	LOT	\$740.00
CT670 Production Lot #14 (Service)	LOT	\$535.00
CT670 Operator Qualification up to #8	LOT	\$470.00
CT670 Operator Qualification up to #8	EA	\$470.00
CT670 Operator Qualification #9 - #11	LOT	\$535.00
CT670 Operator Qualification #9 - #11	EA	\$535.00
CT670 Operator Qualification #18	LOT	\$1,135.00
CT670 Operator Qualification #18	EA	\$1,135.00
CT670 Operator Qualification #14	LOT	\$800.00
CT670 Operator Qualification #14	EA	\$800.00
CT643 Resistivity and pH	EA	\$135.00
CT550 Surface Abrasion of Concrete	EA	\$535.00
CT534 Water Retention, Liq Curing Compnd	EA	\$570.00
CT531 Length of Drilled Concrete Cores	EA	\$65.00
CT524 RSC Flexural Strength, Beam	EA	\$125.00
CT523 Concrete Flexural Strength, Beam	EA	\$125.00
CT521 Concrete Cyl Compressive Strength	EA	\$40.00
CT521 Compressive Strength LCB	EA	\$40.00
CT 52-1-08C Slip Test	EA	\$205.00
CT515 Relative Mortar Strength, PCC Sand	EA	\$800.00
CT422 Chloride Content	EA	\$115.00
CT417 Soluble Sulfates	EA	\$135.00
CT382 Ignition Oven Correction Factor	EA	\$405.00
CT382 Asphalt Content by Ignition	EA	\$255.00
CT379 Asphalt Content Nuclear Guage	EA	\$275.00
CT371 Tensile Strength Ratio	EA	\$1,470.00
CT370 Moisture Content by Microwave	EA	\$110.00
CT366 Stabilometer Value	EA	\$365.00
CT309 Maximum Theoretical Density	EA	\$275.00
CT308(C) Core Density SSD	EA	\$65.00
CT308(C)/366 Stability and Density	EA	\$440.00
CT308(A) Core Density Paraffin Coated	EA	\$75.00
CT308(A)/366 Stability and Density	EA	\$440.00
CT305 Swell of Bituminous Mixtures	EA	\$470.00
CT304/308(A) LTMD Kneading Compactor	EA	\$440.00
CT303 Approximate Bitumen Ratio	EA	\$335.00
CT302 Film Stripping	EA	\$335.00
CT301 Resistance R-Value Stabilometer	EA	\$390.00
CT235 Flat and Elongated Particles	EA	\$390.00
CT234 Angularity & Voids, Fine Agg	EA	\$265.00
CT229 Durability Index	EA	\$405.00
CT227 Cleaness Value	EA	\$390.00
CT226 Moisture Content by Oven Drying	EA	\$45.00
CT217 Sand Equivalent	EA	\$170.00
CT216 CA Impact Max Density	EA	\$265.00
CT216 CA Impact, Rock Correction	EA	\$65.00
CT214 Soundness by Sodium Sulfate	EA	\$510.00
CT213 Organic Impurities in Sand	EA	\$135.00
CT211 Abrasion, Los Angeles Rattler	EA	\$335.00
CT209 Specific Gravity of Soil	EA	\$275.00
CT208 Apparent Specific Gravity of Fines	EA	\$275.00
CT207 Specific Gravity, Fine Aggregate	EA	\$225.00

2021 Schedule of Fees and General Terms

CT206 Specific Gravity, Coarse Aggregate	EA	\$185.00
CT205 Percentage Crushed Particles	EA	\$205.00
CT204 Plasticity Index, Atterberg	EA	\$305.00
CT202 Sieve Analysis, Fine Agg	EA	\$190.00
CT202 Sieve Analysis, Combined Agg	EA	\$245.00
CT202 Sieve Analysis, Coarse Agg	EA	\$185.00

Laboratory Tests - Asphalt

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

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM D5821 Percent Fractured Particles	EA	\$205.00
ASTM D4791 Flat & Elongated Particles	EA	\$375.00
ASTM D2419 Sand Equivalent	EA	\$170.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$535.00
ASTM C566 Moisture Content by Drying	EA	\$35.00
ASTM C535, Abrasion Large Aggregate	EA	\$335.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$135.00
ASTM C289 Alkali-Silica Reactivity	EA	\$670.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$260.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$205.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$240.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$205.00
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$335.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$240.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$205.00

2021 Schedule of Fees and General Terms

ASTM C1252 Angularity & Voids, Fine Agg	EA	\$225.00
ASTM C123 Percent Lightweight Particles	EA	\$275.00
ASTM C117 Materials Finer than No. 200	EA	\$140.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$335.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$205.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$240.00
AASHTO T335 Crushed Particles	EA	\$205.00
AASHTO T304 Angularity & Voids in Fines	EA	\$225.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$205.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$240.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$185.00
AASHTO T176 Sand Equivalent	EA	\$170.00

Equipment Charges

Product Name	Units	Rate (\$)
VOC Meter	DAY	\$100.00
Ultrasonic Test Unit and Consumables	DAY	\$50.00
Torque Wrench	DAY	\$50.00
Stationary Laboratory Trailer & Testing Equipment	MO	\$500.00
Skidmore	DAY	\$50.00
Set of Aerial Photographs	EA	Quote
Schmidt Hammer	DAY	\$50.00
Rotary Wash Drill Rig with Operator	HR	\$550.00
Proof Load Testing Equipment	DAY	\$100.00
Portable Drilling Equipment w/ Operator	HR	\$450.00
Portable Drilling Equipment w/ Operator	HR	\$450.00
Per Diem	DAY	\$85.00
Nuclear Density Test Gauge	DAY	\$25.00
Mobile Laboratory Trailer Mobilization	EA	\$500.00
Mobile Laboratory Trailer & Testing Equipment	DAY	\$500.00
Misc Subconsultant	LS	Quote
Misc Permits	LS	Quote
Misc Fees	HR	Quote
Mini Environmental Quality Meter	DAY	\$300.00
Mileage	MILE	Quote
Materials / Supplies	LS	Quote
Magnetic Particle Test Unit	DAY	\$50.00
Inertial Profiler	DAY	\$1,800.00
Hollow Stem Auger Drill Rig w/ Operator	HR	\$375.00
Holiday Tester	DAY	\$100.00
Hand Held Turbidity Meter	DAY	\$20.00
Dutch Cone Penetrometer with Operator	HR	\$275.00
Drilling Equip Mobilization / De-Mob	EA	\$600.00
Diamond Bit Core Rig and Generator	DAY	\$500.00
Bucket Auger Drill Rig with Operator	HR	\$475.00
Blueprinting	EA	Quote
ASTM C1028 Coefficient of Friction	DAY	\$400.00
Air Rotary Drill Rig with Operator	HR	\$550.00

TERMS AND CONDITIONS

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, 2023. Rates for personnel will increase by 4% per year on July 1st of each subsequent year.
- Administrative/clerical support will be charged at 5% of the monthly direct charges.
- Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.
- Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

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 \$0.58 per mile.

NIGHT WORK

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

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 calendar 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.