



December 12, 2024

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

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held on Monday, December 16, 2024, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, 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

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Airport Skyroom
Monday, December 16, 2024
8:30 a.m.

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

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

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



The following activities are prohibited:

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



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



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

AGENDA

Monday, December 16, 2024

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes

a. November 18, 2024

[See page 1]

5. Items for Approval

a. Award of Contract
Landscape Maintenance Services Agreement
Parkwood Landscape Maintenance, Inc.

[See page 3]

Staff seeks a recommendation from the Operations and Development Committee to the Commission to enter into a Landscape Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc. for a 21-month base period commencing February 1, 2025, and expiring October 12, 2026, at a fixed monthly price of \$29,977.

The proposed Agreement also includes an optional 18-month extension to address landscape services at the Replacement Passenger Terminal after opening. Pricing for that extension will be submitted for review once negotiated.

6. Items for Information

a. Committee Pending Items

[See page 7]

7. Adjournment

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

MONDAY, NOVEMBER 18, 2024

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:35 a.m., by Commissioner Hampton.

1. ROLL CALL

Present:

Commissioners Hampton, Talamantes and Asatryan

Absent:

None

Also Present:

Staff: John Hatanaka, Senior Deputy Executive Director; Scott Kimball, Deputy Executive Director, Operations, Business and SMS

2. Approval of Agenda

Motion

Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Hampton.

Motion Approved

The agenda was approved (3-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. October 21, 2024

A draft copy of the October 21, 2024, Committee meeting minutes was included in the agenda packet for review and approval.

Motion

Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.

Motion Approved

There being no objection, the motion was approved (2-0, 1 abstention).

5. Items for Approval

a. Amendment No. 1 to AirProjects Professional Services Agreement Food and Retail Concession Proposal Evaluation Services

Staff requested a recommendation from the Operations and Development Committee to the Commission to approve a proposed Amendment No. 1 to the Professional Services Agreement with AirProjects, Inc. for support services related to the food and retail concessions at the Replacement Passenger Terminal. The proposed Amendment is for proposal evaluation support services and provides a \$18,850 increase from the initial contract amount of \$69,315 for a revised contract amount of \$88,165.

Commissioner Hampton recommended that this item move to the Commission for review and consideration without a recommendation from the Operations and Development Committee.

Hearing no objection from the Committee, Staff moved this item to a future Commission meeting.

6. Items for Discussion

a. Powered-Lift Aircraft Update

Due to time constraints, the Committee decided to move this item to a future Commission meeting.

7. Items for Information

a. Committee Pending Items

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

8. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:53 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
DECEMBER 16, 2024**

**AWARD OF CONTRACT
LANDSCAPE MAINTENANCE SERVICES AGREEMENT
PARKWOOD LANDSCAPE MAINTENANCE, INC.**

Presented by Vince Hollands
Manager, Maintenance

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee (“Committee”) to the Commission to enter into a Landscape Maintenance Services Agreement (“Agreement”) with Parkwood Landscape Maintenance, Inc. (“Parkwood”) for a 21-month base period commencing February 1, 2025, and expiring October 12, 2026, at a fixed monthly price of \$29,977.

The proposed Agreement also includes an optional 18-month extension to address landscape services at the Replacement Passenger Terminal (“RPT”) after opening. Pricing for that extension will be submitted for review once negotiated.

BACKGROUND

The Authority contracts with a service provider to maintain the landscaped areas at the Airport. The current contract was awarded to Parkwood on November 4, 2019. That agreement has a three-year base term (January 1, 2020 to December 31, 2022) and two one-year extension options for the Authority, both of which have been exercised. The existing agreement is set to expire on December 31, 2024. This agreement will be extended on a month-to-month basis pending the award of a new contract for these services.

Parkwood currently provides four full-time landscape technicians and supplements with additional staff for tree trimming and other as needed services.

SCOPE OF WORK

The scope of work for the proposed Agreement includes weed and litter removal; irrigation system inspection and maintenance; lawn mowing, edging, and trimming; disease detection, herbicide, and pest control; pruning and trimming; fertilizing; and mulching. The service areas include the Airport Terminal, Regional Intermodal Transportation Center, all parking lots, maintenance yard, cargo facility, areas along and around Empire Avenue, Hollywood Way, Building 36 and various aircraft hangars on Airport property.

The proposed Agreement requires that the service provider furnish all personnel, supervision, labor, materials, tools, and equipment (including applicable electric-powered equipment), as well as maintain all applicable licenses required to perform the landscape maintenance services. The service provider must ensure that it and the Authority remain in compliance with the requirements of the California Department of Industrial Relations and applicable local requirements.

PROCUREMENT

Staff issued a Request for Proposals (“RFP”) on September 13, 2024, through the PlanetBids e-procurement website. The RFP was also advertised through the following channels:

1. Chamber of Commerce Burbank, which reaches approximately 5,600 individuals;
2. The City of Burbank's official website;
3. Chamber of Commerce Glendale, which reaches approximately 2,100 individuals.
4. The City of Glendale Bulletin Board;
5. Chamber of Commerce Pasadena, which did not respond to inquiries regarding the posting of this advertisement;
6. LA Times, with a reach exceeding 200,000 individuals; and
7. La Opinion.

Eighty-four firms were notified of the opportunity, and the RFP was downloaded by 16 firms, including 10 downloads from a Disadvantaged Business Enterprise (“DBE”), 6 from Women-owned Business Enterprises (“WBE”), and 7 from Minority-owned Business Enterprises (“MBEs”).

Responses were due on October 15, 2024, and three proposals were received. All were initially determined to be responsive. The firms were:

- Mariposa Landscapes, Inc.
- Parkwood Landscape Maintenance, Inc.
- SGD Enterprises

To create a balanced review of the proposals, four reviewers were chosen from various departments including Maintenance, Environmental, and Operations. The proposals were evaluated according to the selection criteria specified in the RFP.

- SC-1 Firm Description, Capability and Suitability (10 points)
- SC-2 Experience of Firm and Qualifications (15 points)
- SC-3 Workplan Approach (Service Approach, Staffing Structure, Quality of Team Leaders, Compliance with regulations) (15 points)
- SC-4 Price (40 points)

The scoring of the proposals was as follows:

	SC-1	SC-2	SC-3	SC-4	RFP Total	
Maximum Points Possible	10	15	15	40	80	Monthly Fee
FIRM:						
Mariposa Landscapes, Inc.	10	14	14	40	78	\$23,389
Parkwood Landscape Maintenance Inc.	10	15	15	31	71	\$29,977
SGD Enterprises	9	14	11	35	69	\$26,711

Upon review of the proposals, Staff found that Mariposa Landscapes, Inc. (Mariposa) and Parkwood were the only proposers that were responsive to the RFP’s specification that all equipment used in the performance of the services must be battery operated. These proposers were invited for interviews. Interviews were held on November 13, 2024. Each interview included a 45-minute presentation by the proposer followed by Q&A. The scoring of the proposals and interviews was as follows:

		RFP Total	Interview Scoring	Total
Rank	Maximum Points Possible	80	80	160
	FIRM:			
1	Parkwood Landscape Maintenance Inc.	71	76	147
2	Mariposa Landscapes, Inc.	78	59	137

EVALUATION PANEL CONSIDERATIONS

Well-maintained landscaping is essential for airport operations. Proper landscape management reduces the risk of wildlife presence, a safety issue at an airport, by preventing vegetation from becoming overgrown. Improving the airport's aesthetics enhances the customer experience. Proper landscaping supports environmental sustainability through effective erosion control and eco-friendly practices.

During the interview, Staff discovered that the staffing level described within the Mariposa proposal did not meet the requirements of the RFP. Staff also learned that tree trimming services, a requirement of the RFP, would be billed as an additional cost to the Authority and was not included in Mariposa’s cost proposal. Parkwood’s proposal was found to be responsive and met the requirements of the RFP.

1. Parkwood’s equipment list reflects compliance with RFP requirements for battery operated equipment; and
2. Parkwood’s proposal includes the scope of work and level of staffing specified in the RFP.

Parkwood is the current landscape service provider and has satisfactorily met landscaping requirements during the current performance period. Over the past five years, Parkwood has demonstrated a comprehensive understanding of the needs of the Airport and each of its unique service areas.

If awarded the Agreement to continue landscape services, Parkwood will continue under the organizational structure and staffing levels currently in place.

BEST VALUE PROPOSAL

Parkwood proposes an annual cost for the new Agreement of \$359,724, or \$29,977 per month, for the 21-month base period. The total agreement amount for the 21-month base period is \$629,517. This includes all costs for labor, equipment, and materials for the scope of work described in the RFP. This cost represents an increase of approximately 26%, or \$75,168 annually, from the current agreement (monthly: \$23,713).

1. During the three base years of the current contract, Parkwood honored the fixed monthly contract price. Despite staffing shortages and labor cost increases during and following the COVID-19 pandemic, Parkwood requested rate increases of only 6% per year in the two additional contract-extension years.
2. The compound inflation rate over the period of the current contract has totaled approximately 21%. Staff found that, during this same 5-year period, prevailing wages for landscape maintenance have increased 33%, while material and fuel costs increased by 20-30%.
3. Current RFP requirements reflect the updated labor and equipment demands associated with the maintenance of the 767 trees within the Airport property. Staff believes that Parkwood had previously underestimated those costs and has been meeting the requirements of the Airport largely at its own cost.
4. Parkwood's proposal includes the cost to operate and replace all battery-operated equipment dedicated exclusively for use at the Airport. Battery-operated power equipment and mowers are estimated at \$18,700, which is amortized over the 18-month life span of the equipment. Batteries are estimated at \$500 each and amortized over the 6-month life span of the battery.

Based on this data, Staff believes that the proposal submitted by Parkwood represents a fair and reasonable response and meets the scope of work requirements of the RFP.

FUNDING

Appropriations for landscaping services included in the adopted FY 2025 totaled \$285,000. Staff believes the approximate \$37,600 proposed increase for the remainder of the fiscal year can be accommodated through operating revenues.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the proposed Agreement with Parkwood for a 21-month base period with an 18-month extension option, subject to satisfactory negotiations, to address services at the RPT.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
DECEMBER 16, 2024**

COMMITTEE PENDING ITEMS

Future

Tentative Presentation

- | | |
|---|------------|
| 1. Award of Contract - On-Call PM/CM Services | January 21 |
| 2. Power Lift Aircraft (Air Taxi) | January 21 |
| 3. Award of Contract - Design Services; airside | January 21 |
| 4. Award of Contract - Design Services; landside | January 21 |
| 5. ARFF PFAS Remediation and 3F Foam Replacement | TBD |
| 6. Replacement Passenger Terminal Concession Worker Program | TBD |

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Parkwood Landscape Maintenance, Inc.)

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT (“Agreement”) is dated February 1, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Parkwood Landscape Maintenance, Inc. (“Contractor”), 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 Contractor as an independent contractor to provide the following professional services: landscape maintenance services.

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

NOW, THEREFORE, the parties agree as follows:

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

A. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. “Contract Administrator”: Stephanie Gunawan-Piraner a duly authorized designee.

C. “Contract Limit”: \$659,494.00.

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

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

F. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

G. “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.

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

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

2. Services.

A. Contractor shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

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

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

3. Term.

A. Base Term. The base term of this Agreement shall commence on February 1, 2025, and expire on October 12, 2026, unless extended or earlier terminated as provided herein.

B. Extension. The Authority may request that Contractor submit a proposal for performance of the Services at the Replacement Passenger Terminal for the period commencing October 13, 2026 and expiring on April 30, 2028. In the event of such a request, the parties shall negotiate in good faith the change in Contractor's scope of work and compensation for this extension period. If the parties reach a consensus, then this Agreement shall be amended to memorialize the extension and new compensation rate.

C. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 60 days prior written notice to the other party.

4. Compensation.

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

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

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

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

6. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

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

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

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

10. Labor Code Clauses.

A. Contractor acknowledges that the Services are a "public work" as defined in Labor Code Section 1720 et seq. ("Chapter 1"), and that the Services subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Services as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

B. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at the Airport and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing

rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.

C. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.

D. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Authority of the location of the records. Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the Authority, Contractor shall forfeit one hundred dollars (\$100) for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

E. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

F. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the Authority, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

G. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the Authority with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work,

Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

H. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, the Contractor shall immediately notify the Authority.

I. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

J. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

K. 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 Agreement.”

11. Indemnification.

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

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

C. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However,

Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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

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

14. 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: Stephanie Gunawan-Piraner
E-mail: sgunawan-piraner@bur.org

Contractor
Parkwood Landscape Maintenance, Inc.
16443 Hart Street
Van Nuys, CA 91406
Attn: David Melito
E-mail: dmelito@parkwoodlandscape.com

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

16. 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.

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

of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

18. 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.


19. 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.

Parkwood Landscape Maintenance, 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

Ara Najarian, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

EXHIBIT A

SCOPE OF SERVICES

RFP No. MA25-01 LANDSCAPE MAINTENANCE SERVICES

A-1. Purpose: The Authority is issuing this RFP to obtain the professional services needed to maintain the landscaping at the Airport and designated Authority properties.

A-2. Scope of Contractor's Responsibilities, Contractor- Provided Services, and Contractor-Provided Deliverables:

A. Specified Services: In accordance with and at the direction and approval of the Authority, the selected Respondent ("Contractor") shall provide the following Services:

1. Conditions Associated with Provision of Specified Services:

a. **Safety Data Sheets.** Prior to performing services, Contractor shall obtain Authority approval of safety data sheets on all fertilizers, herbicides, pesticides, and other chemicals ("Chemicals") Contractor intends to use in performance of services.

b. **Contractor's Personnel.** Prior to performing services, Contractor shall provide to the Authority, in a format acceptable to the Authority, the identity and qualifications of Contractor's personnel performing services. Such personnel shall be subject to the Authority's review and approval. In the event the Authority is dissatisfied with Contractor's personnel's work performance, as solely determined by the Authority, upon receiving written or verbal notification from the Authority, Contractor shall replace the personnel prior to the next scheduled day to perform services.

c. **Contractor's Appearance While Performing Services.** While performing services, Contractor's personnel shall at all times present a neat and clean appearance. Contractor's personnel shall wear neat, clean uniforms with Contractor's company name displayed on uniform shirt, jacket and or safety vest and shall wear a reflective safety vest at all times.

d. **Hours for Providing Service Hours.** Unless otherwise approved by the Authority, Contractor shall perform services between the hours of 5:00 a.m. and 4:00 p.m. Monday through Friday, excluding federal holidays. In the event services are required to be performed in areas that would impact operations, the Authority may require Contractor to perform services between the hours of 10:00 p.m. and 5:00 a.m.

e. **Disposal of Debris.** Contractor shall promptly and properly dispose of all material and debris generated in the provision of services including the surrounding areas and all paved areas. Contractor shall not store or dispose of any such material or debris on Authority property without the prior, written approval of the Authority.

f. **Traffic Control.** Contractor shall take all appropriate action to provide for the safe and efficient control of traffic whenever providing services in the vicinity of a roadway. Contractor shall ensure that all traffic control measures are in accordance with applicable regulations and requirements promulgated by the California Department of Transportation and where deemed necessary by Authority.

g. **Permits.** Contractor shall be responsible for obtaining all necessary permits to operate or perform services in the City of Burbank and City of Los Angeles as applicable. Contractor shall provide the Authority a copy of each City of Burbank and City of Los Angeles issued permit(s) and associated paperwork.

h. **Communication.** Contractor's supervisor and irrigation technician shall have a cell phone for communication with the Authority whenever Contractor is performing or preparing to perform services. All communications between Contractor and the Authority shall be written and spoken in English.

i. **Contact Person:** Contractor shall continuously maintain a single phone number through which the Authority may notify Contractor of landscaping and irrigation deficiencies and malfunctions. The phone number shall be staffed so that Authority will be able to immediately establish communication with Contractor personnel that can provide the required level of service or response.

j. **Vehicles Used in Providing Services.** Contractor's vehicles shall be equipped with an amber emergency beacon, light bar or other similar warning device. Use of the warning lights is required when working on or around the Airport and Authority properties. Contractor's company name shall be clearly displayed on both sides of vehicles.

k. **Damage to Plants.** Contractor shall timely and properly replace plants including lawns, shrubs, ground cover, and trees that the Authority, in its sole discretion, determines were damaged due to the negligence of Contractor. The Authority shall approve all replacement plants prior to installation. The Authority reserves the right to replace at Contractor's expense any plants damaged as a result of Contractor's negligence when Contractor has not replaced the damaged plants within fourteen (14) days of being notified of the requirement to replace damaged plants.

l. **Pesticide and Herbicide Applications.** Contractor shall apply all pesticide and herbicides with a photosensitive dye that produces a green color when applied and which disappears within three (3) days of application. Contractors shall use caution when applying pesticides and herbicides to prevent over spray.

m. **Existing Condition.** Contractor shall accept the existing condition of all landscaping areas. Condition of the existing landscaping shall not be grounds for additional payment to Contractor. Contractor shall develop and provide for the Authority's approval a detailed landscaping plan to restore planters back to a clean aesthetic condition.

2. **Contractor's Personnel:** Unless otherwise agreed to by the Authority, Contractor shall provide the following personnel to perform services:

a. **Supervisory Personnel.** Contractor shall designate supervisory personnel to provide on-site supervision of the provision of services. Contractor shall ensure a qualified supervisor is present at minimum once a week for a quality control site visit with Authority Assigned Personnel. All supervisory personnel shall be certified by the California Landscapers Contractors Association as a Landscaping Industry Certified Technician with emphasis in: Softscape Installation; Turf Maintenance, Ornamental, shrubs, trees and Irrigation Maintenance.

b. **Irrigation Technician.** Contractor shall designate irrigation technicians to provide the expertise needed to perform irrigation-related services. Unless otherwise authorized by the Authority, an irrigation technician shall be present on-site at minimum once a week to perform irrigation-related services. Each irrigation technician must have the expertise to work on four-inch (4") water lines and automated/programmable weather matrix time-clock irrigation system and be certified by the California Landscapers Contractors Association as a Landscaping Industry Certified Technician with emphasis in Irrigation.

c. **Landscape Technician.** Contractor shall designate 4 qualified and knowledgeable landscape technicians to perform landscaping services. The qualified technicians must have softscape, turf, ornamental, shrubs, trees and irrigation experience.

3. Regularly Scheduled Landscaping Services: Contractor shall provide services at the Airport and Authority properties to maintain the landscaping in a clean, healthy and neatly groomed condition and shall perform landscaping services in accordance and consistent with applicable industry standards.

Contractor shall provide, at minimum, four full-time landscape technicians (minimum 160 hours per week) to perform landscaping services. Regularly scheduled landscaping services shall include, but are not limited to, the following:

a. **Weed Removal.** While performing regularly scheduled landscaping services, Contractor shall remove all weeds and undesirable plants, including their roots, from but not limited to shrubs, groundcover beds, planters, tree wells, and all paved surfaces.

b. **Litter Removal.** While performing regularly scheduled landscaping services, Contractor shall take effective and efficient action to remove litter from all service area locations and the vicinity.

c. **Planter Maintenance.** Contractor shall take all necessary action to maintain all Authority planters and service areas in a clean and aesthetically pleasing condition. Such actions include, but are not limited to cleaning, by appropriate use of blowers and sweepers, and removing any litter or debris; and pruning or trimming trees in planters and service areas to maintain branches that may obstruct the visibility of Airport security cameras and clear from buildings and fences.

d. **Disease Control.** Contractor shall take all necessary action, including preventive actions, to control plant disease infesting the landscape. Contractor

shall use industry best practices for integrated disease and pest management to the maximum extent possible. In taking disease and pest control actions, Contractor shall only use appropriately licensed pest control applicators. Contractor shall replace at Contractor's sole cost any ground cover or shrubs that are killed or deformed as a result of Contractor's negligence in taking disease and pest control actions.

e. Lawn Mowing, Edging and Trimming. Contractor shall mow all lawn areas. Immediately following each lawn mowing work, Contractor shall edge and trim the perimeter of all lawn areas and around all fixtures (e.g., fire hydrants, meter boxes, fence lines, etc.).

f. Over-seeding and Top Dressing. After over-seeding all lawn areas in accordance with industry standards, Contractor shall top dress those areas using a mixture of topsoil and organic compost material. Contractor shall apply the seed and top-dressing using spreaders approved by the Authority.

g. Pruning and Trimming - Shrubs and Ground Cover. Contractor shall prune and trim all shrubs and ground cover in order to maintain healthy and aesthetically pleasing growth pattern and to prevent plant encroachment or obstruction. Contractor shall prune and trim in accordance with American National Standards Institute (ANSI) A300-1995.

h. De-thatching – Lawns. Contractor shall remove accumulated thatch from all lawn areas using landscaping industry standard approved methods.

i. Aerification: Lawns. Contractor shall aerate all lawn areas once-a-year using a core removal system that aerates the lawn to a minimum depth of four (4) inches and shall remove all aeration cores on the same day aerification is performed.

j. Irrigation System Inspection and Maintenance Service. Contractor's irrigation technician shall inspect all irrigation systems once-a-week for proper operation, through the use of controllers and not system bleed valves, as specified by the manufacturer and/or industry standards. While performing such service, in the event corrective action(s) are required due to normal wear and tear, Contractor shall take appropriate and necessary action to correct such deficiencies and notify the Authority of such corrective action.

Contractor shall ensure all sprinklers provide full coverage of the landscaping without overspray depositing water onto the asphalt parking areas, sidewalks or parked vehicles. Irrigation systems must be kept in compliance with all regulations regarding irrigation and demonstrate best practices regarding water conservation. Contractor shall replace all batteries in controllers as necessary.

Contractor shall maintain all irrigation controllers and valve boxes clear of soil, water and debris, and ensure that all controller enclosures are locked at all times. Contractor shall immediately notify the Authority of any discrepancy that results in an inoperative or improperly operating irrigation system or any condition that results in excessive use of water.

k. **Landscape Irrigation.** Contractor shall take appropriate action to properly irrigate all landscaped areas including all potted plants at the Airport and Authority properties.

All irrigation timers shall be programmed per State of California drought measures or acceptable by the Airport Authority.

l. **Tree Maintenance.** Trees shall be pruned and trimmed for safety, tree health and for aesthetics. Prune dead branches and use proper pruning techniques. Contractor to perform tree service work by qualified personnel that are trained and skilled in all phases of arboricultural work certified by the International Society of Arboriculture as an ISA Certified Tree Worker Climber Specialist. All tree services shall be completed under the direct supervision of a certified arborist. This shall include all palm trees on Authority property.

m. **Post-emergent Weed Control – Lawns.** Contractor shall apply post-emergent herbicide to all lawn areas in accordance with Schedule A to control broadleaf weeds. Unless expressly authorized otherwise by the Authority in writing, Contractor shall use only category three (3) herbicides.

n. **Pre-emergent Weed Control – Lawns.** Contractor shall apply pre-emergent herbicide to all lawn areas in accordance with Schedule A.

o. **Pre-emergent Weed Control – Shrubs.** Contractor shall apply pre-emergent herbicide to shrubs and ground cover areas in accordance with Schedule A. Unless otherwise agreed to by the Authority in writing, Contractor shall use only category three (3) herbicide.

p. **Fertilization – Lawns.** Contractor shall fertilize all lawn areas using commercial grade fertilizer in accordance with Schedule A. Application of fertilizer is consistent with existing weather conditions. Contractor shall immediately remove all fertilizer granules from adjacent paved surfaces and immediately irrigate the fertilized lawn areas.

q. **Fertilization – Shrubs.** Contractor shall fertilize all shrub beds, ground cover, and trees with a trunk diameter of three (3) inches or less using commercial grade fertilizer in accordance with the manufacturer specifications in accordance with Schedule A. Contractor shall immediately irrigate the fertilized areas.

r. **Mulch.** Contractor shall provide organic bark mulch subject to the Authority's approval. Mulch shall be removed and replaced annually to prevent rot, nutrient starvation and plant death. Maintain two inch (2") thick coverage in landscaping beds in accordance with Schedule A.

s. **Tree Lights.** Contractor shall maintain tree lighting on all designated palm trees located at the Airport. All light strands shall be LED white bulbs with green wiring. All trees shall be wrapped from the bottom up to a height of twelve (12) feet in an identical pattern with strand spacing not to exceed five (5) inches. Authority shall provide the lights to Contractor for this service.

4. Equipment, Tools, Parts, Supplies and Consumables: Contractor shall provide all equipment, tools, supplies, parts, consumables and other materials necessary to perform

the defined scope of services. No additional payment will be made for equipment, tools, parts, supplies or consumables used in the performance of the Scope of Work as defined.

- a. **Equipment.** All equipment used in the performance of services shall be battery operated in a type consistent with current industry best practices and maintained in good working order. Any malfunctioning or improperly maintained equipment shall be removed from service immediately and replaced or repaired at the Contractor's expense.
- b. **Tools.** All tools used in performance of services shall be of a type consistent with current industry best practices and maintained in good working order. Any malfunctioning or improperly maintained tools shall be removed from service immediately and replaced or repaired at the Contractor's expense.
- c. **Irrigation Parts and Consumables.** Contractor shall maintain an on-hand inventory of replacement parts and consumables required to affect timely servicing of irrigation systems. All materials shall be provided in accordance with Schedule B – Specification for Irrigation System Repair.
 - i) Contractor shall use only manufacturer-recommended materials, fluids, lubricants, and replacement parts. Where new replacement parts are not available, Contractor shall timely inform the Authority and, on written prior approval by the Authority may use an Authority-approved substitute.
 - ii) **Warranty:** Unless otherwise agreed to by the parties, Contractor shall warrant all parts for one (1) year and labor for sixty (60) days upon date of acceptance by the Authority. Contractor shall maintain warranty records on all parts replaced. Contractor shall make all original warranty records available to the Authority upon request. All warranty records relating to Contractor's work at Airport shall be the property of the Authority.
- d. **Pesticides, Herbicides, Fertilizer, Compost, Mulch, Lawn-Seed.** Contractor shall provide pesticides, herbicides, fertilizer, compost, mulch, lawn-seed and other consumable products as required to perform the scope of work. All products provided shall be of a type consistent with current industry best practices, all applicable regulations and Authority requirements.
- e. **Groundcover, Shrubs, Trees, Lawns, and Other Plants.** Contractor shall timely and properly replace plants including lawns, shrubs, ground cover, and trees that the Authority, in its sole discretion, determines were damaged due to the negligence of Contractor. Plants requiring replacement shall be replaced in kind and done at Contractor's sole expense.

5. Deliverables.

- a. **Landscape Schedule.** Within ten (10) business days of the contract execution date, provide the Authority for approval a detailed Landscaping Schedule detailing how all services detailed above and in Schedule A – Landscaping Service Area will be provided. Contractor acknowledges that the Authority reserves the right to amend or modify an approved Contractor submitted Landscaping Schedule due to operations at the Airport or inclement weather conditions.

6. Reports. With each monthly invoice, Contractor shall submit a report with the information described below in a format acceptable to the Authority.

a. **Chemical Applications.** Contractor shall provide a summary report of the Chemical applications that occurred in the previous month. Accompanying the report shall be the original signed Chemical Control logs. The report shall include, but not limited to, the following information:

- i) List of Contractor's personnel applying, mixing or otherwise handling chemicals and the number of hours the individual was engaged in such activity;
- ii) Date, time period, and location of each chemical application;
- iii) Name and quantity in gallons of chemical used;
- iv) Problems encountered, if any;
- v) Pertinent recommendations, if any; and
- vi) Signature of Contractor's personnel applying chemical.

b. **Irrigation Inspections.** Contractor shall provide a written report of all inspections of irrigation systems. At a minimum the report shall include:

- i) Identification of all discrepancies discovered that required repair,
- ii) The cause of each such discrepancy, the repair action taken, and pertinent recommendations for preventing similar discrepancies.

c. **Green Waste and Trash Removal.** Contractor shall provide a written report that include the following information:

- i) Quantity in tons or cubic yards of green waste removed and trash removed.
- ii) Date and location of green waste disposal and trash disposal.

d. **Service Area Condition Report –** Contractor shall provide a written report indicating the condition of each Service Area defined in Schedule A. Contractor Report shall describe the aesthetics, health, discrepancies and any action take to address discrepancies for each area serviced.

A-3. Uniforms

While working on the Authority premises, all Contractor personnel shall be dressed in accordance with Contractor's dress code. Uniforms shall be worn which fully identify the worker as a member of Contractor's work force. All Contractor personnel shall be required to carry an Airport issued I.D. Badge at all times.

A-4. Alcohol and Narcotics

Contractor agrees that it will not introduce onto Authority property any beer, wine or spirits; narcotic, hallucinogenic, or dangerous drugs, or cannabis. Contractor will take disciplinary action commensurate with the circumstances against any employee who brings onto or uses on Authority property any of these substances.

A-5. Damage

If Contractor damages any property belonging to the Authority, the Authority may either retain from the money due Contractor an amount sufficient to repair the damage or require Contractor to repair the damage to the satisfaction of the Authority, at Contractor's expense.

A-6. Additional Services

Where extra services beyond the scope of the services identified in the Scope of Services Section A.2 are requested by the Authority. A task order will be issued to Contractor for Additional Services for Rates, parts and consumables used in the performance of additional services. All cost will be reimbursed and defined in Attachment C.

1. **Tree Maintenance – Extra Service.** As requested by the Authority, trees outside the Landscaping Service Areas shall be pruned and trimmed as needed for safety, tree health and for aesthetics. Prune dead branches and use proper pruning techniques.
2. **Major Irrigation System Repair and Installation Services.** As requested by the Authority, Contractor shall promptly and properly repair irrigation system discrepancies which the Authority determines were not caused by normal wear. If requested, Contractor shall install new irrigation systems as directed and agreed to by the Authority. Contractor shall conduct all such repairs and installations in accordance with the specifications identified within the attached Schedule B.

A-7. Emergency Calls

Calls of an emergency nature received by the Authority shall be referred to Contractor for immediate disposition. Contractor shall have the capability to receive and to respond immediately to emergency calls, upon approval of the Authority, during normal working hours, as well as after normal working hours, weekends, and holidays. Contractor shall maintain an updated contact list and provide any changes to the Authority immediately.

SUB-ATTACHMENT A SCHEDULE A - LANDSCAPING SERVICES AREAS

Servicing Location: Area #1 through Area #5

The services listed below shall be performed throughout Service Areas 1 through Service Area 5, at least in accordance with the frequencies defined below:

1. Weed Removal: Performed as required.
2. Litter Removal: Performed as required.
3. Irrigation System Inspection and Maintenance Service: Performed One (1) time per week or as needed basis.
4. Lawn Mowing, Edging and Trimming: Performed One (1) time per week.
5. Disease, Herbicide and Pest Control: Performed One (1) time every Two (2) months.
6. Pruning and Trimming: Performed as required.
7. Fertilize Grass and Plants: One (1) time every Three (3) months.
8. Fertilize Trees and Shrubs: One (1) time every Three (3) months.
9. Mulching: Maintain two inch (2") thick coverage in landscaping beds.

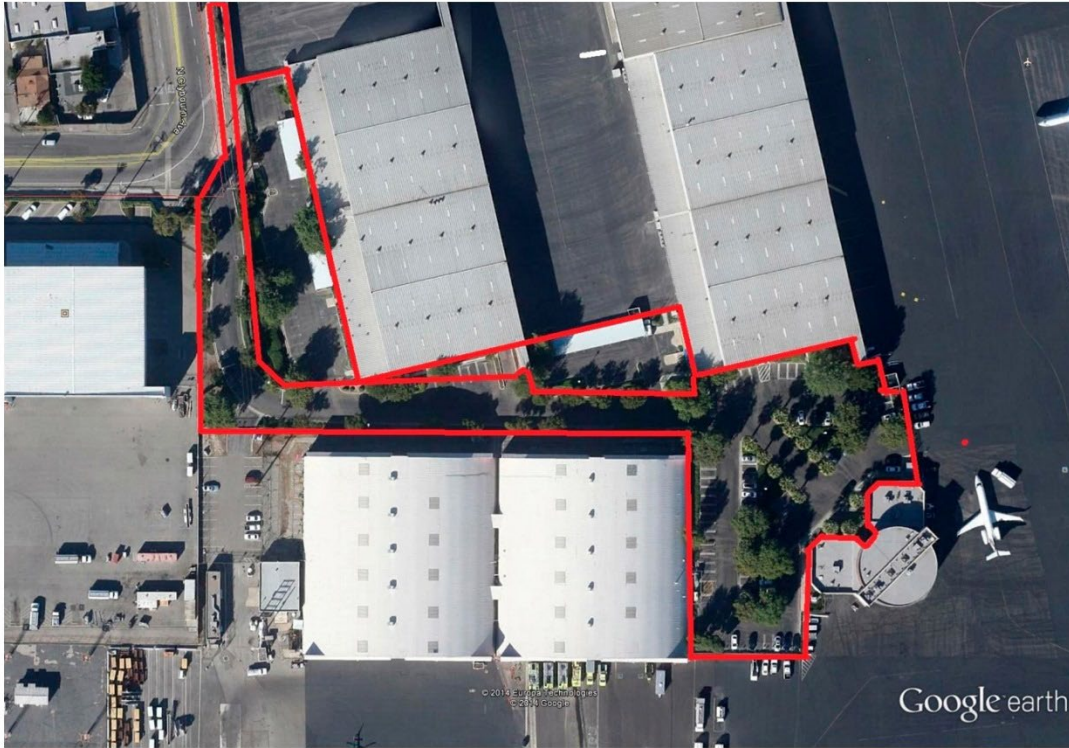
* Shrubs and plants must be pruned to avoid contact with airfield perimeter fencing. Trees must be pruned to prevent any branches from hanging over the airfield perimeter fencing.



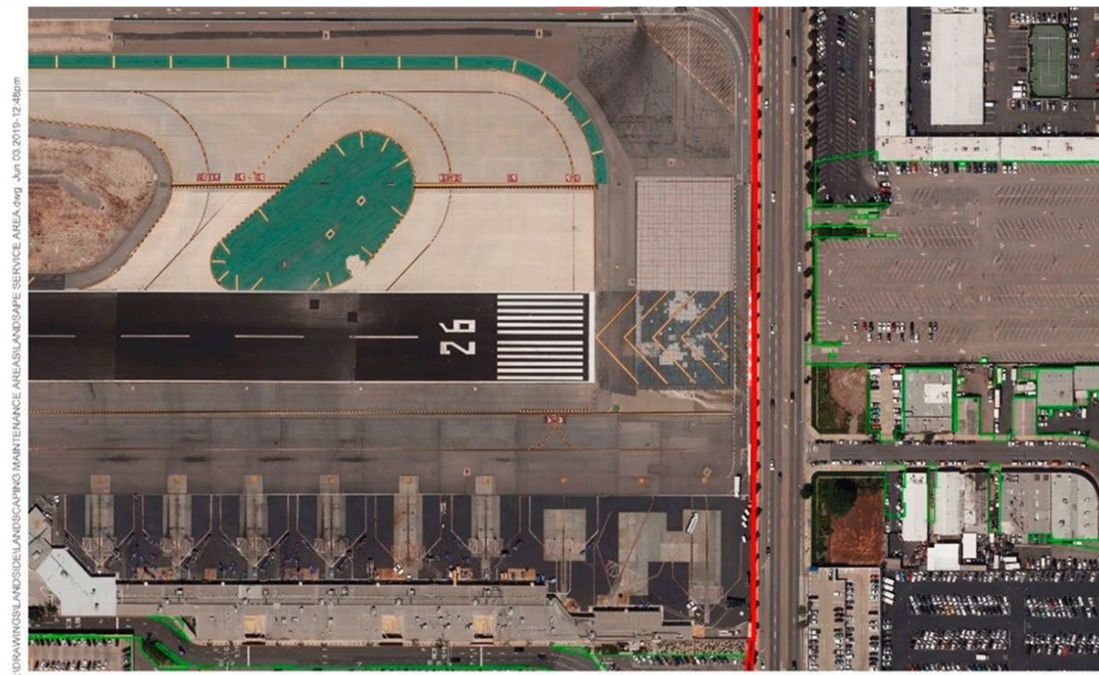
Area 1 - Airport Maintenance Yard



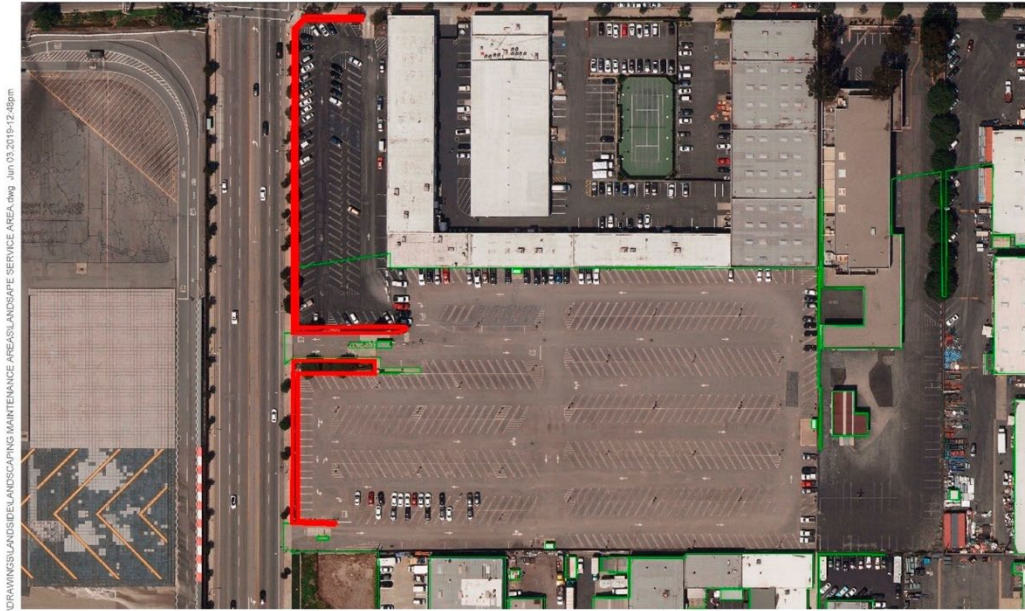
Area 2 - Hangar 43, 44, 45



Area 2 - Million Air Terminal, Hangar 37, 40, 41. Hangar Parking Lots



Area 3 - Hollywood Way Trees and Shrubs



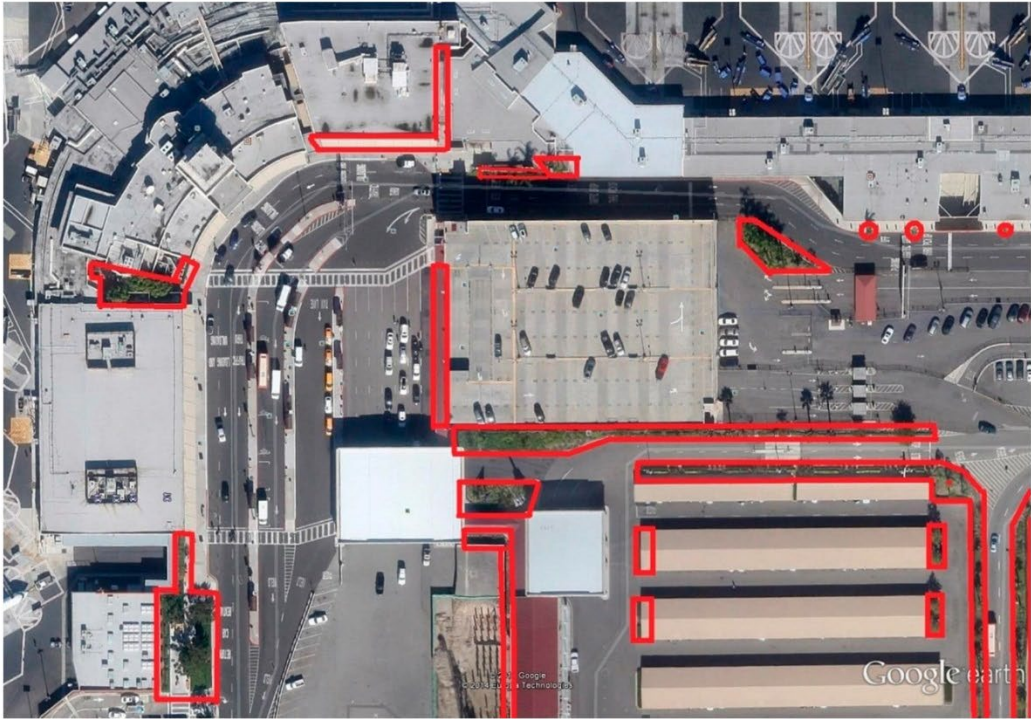
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Area 3 - Lot B

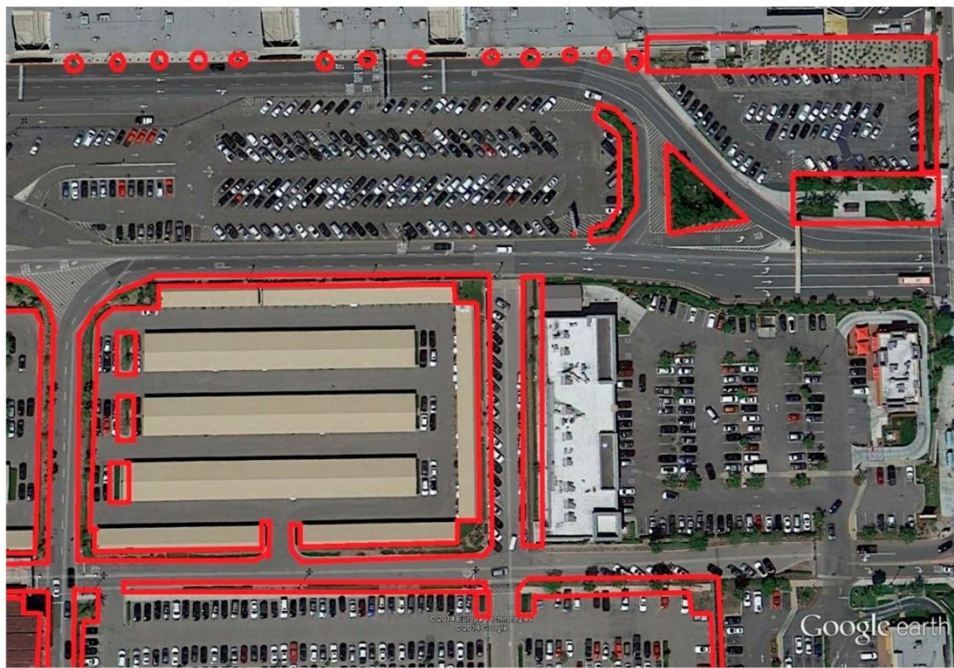


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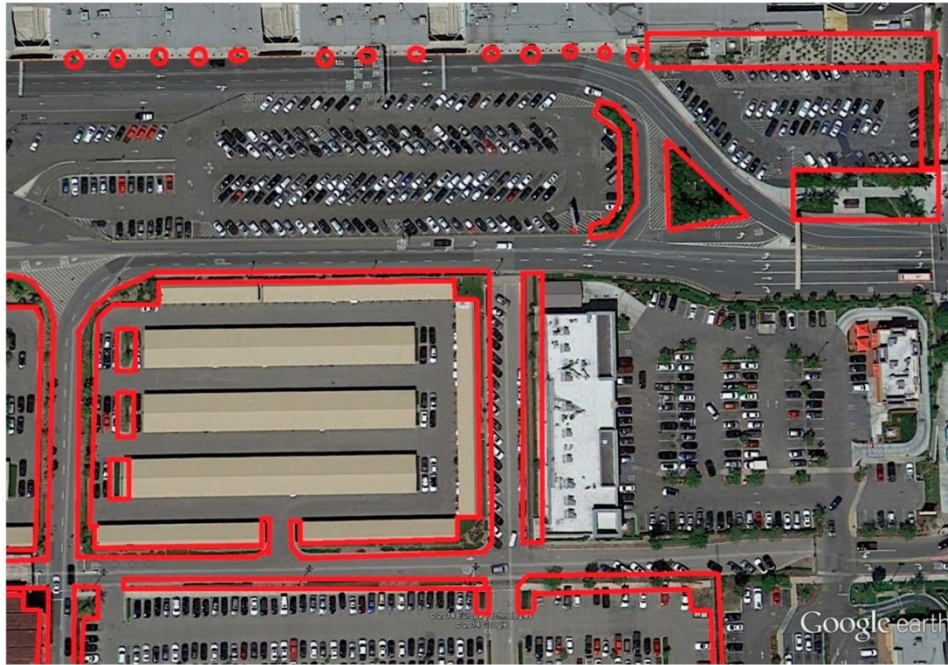
Area 3 - RSA, 2650 & 2700 Hollywood Way



Area 4 - Airport Terminals



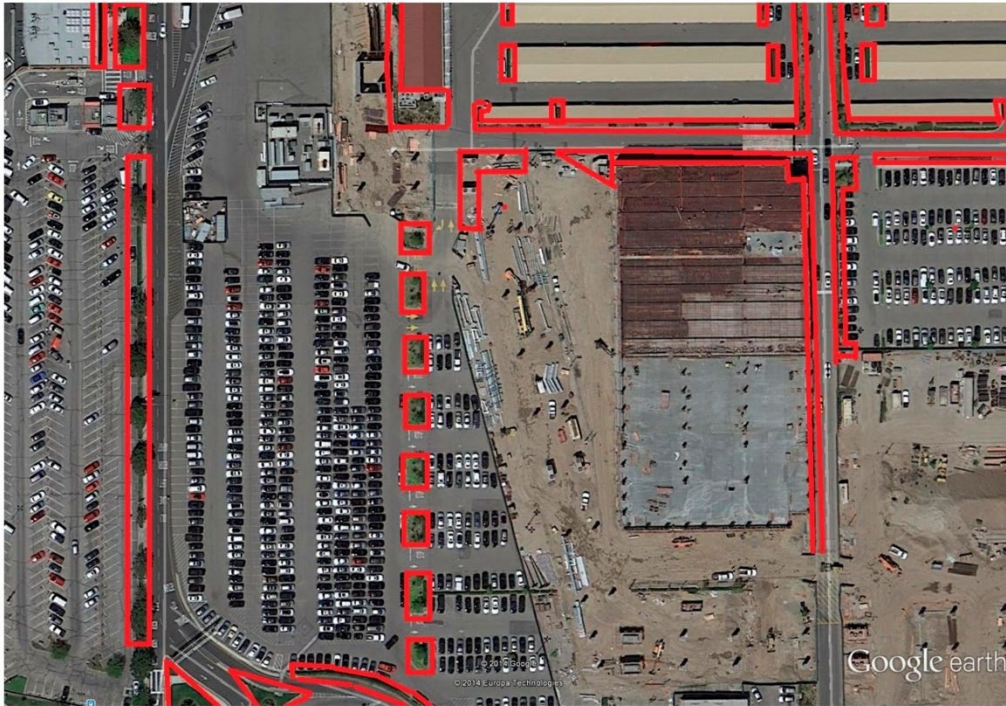
Area 4 - Airport Entrance, Exit & Roadway



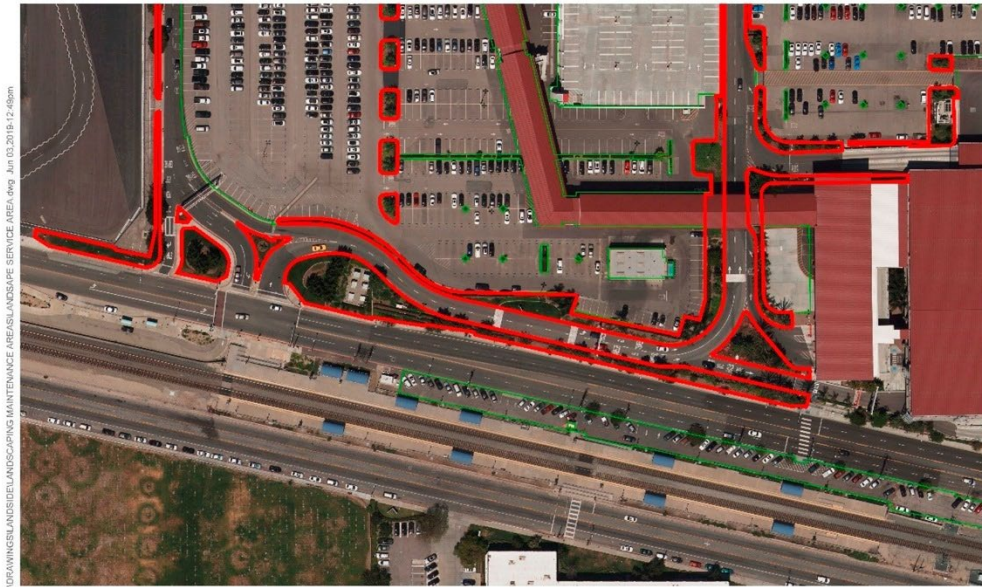
Area 4 - Thorton, Airport Entrance, Exit & Roadway, Lot G



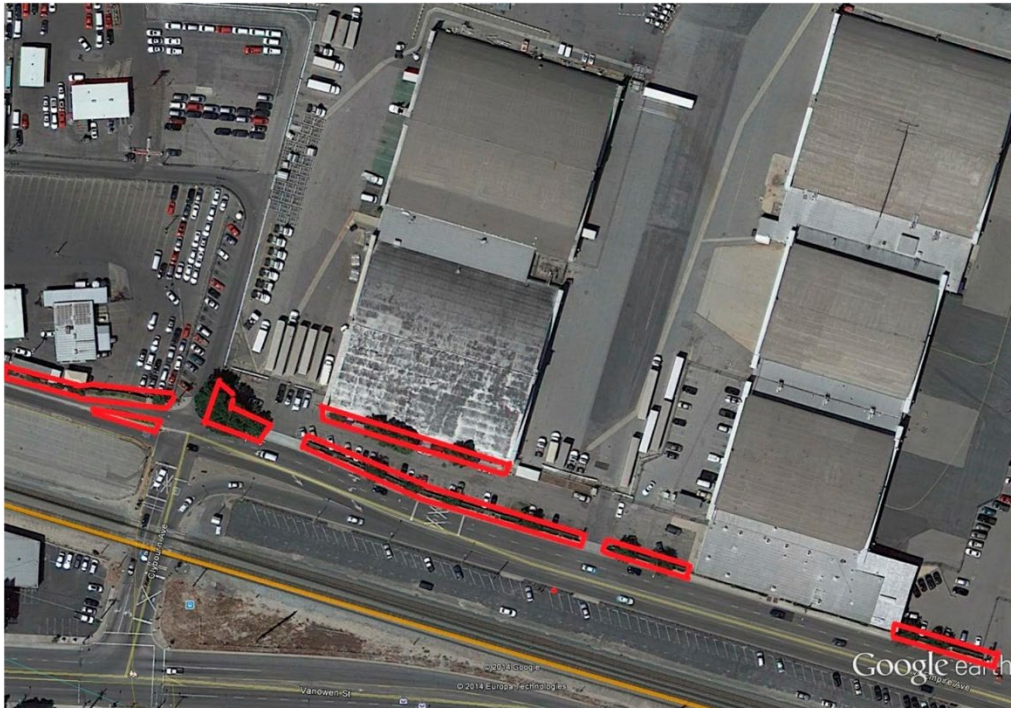
Area 4 - RITC & Lot D



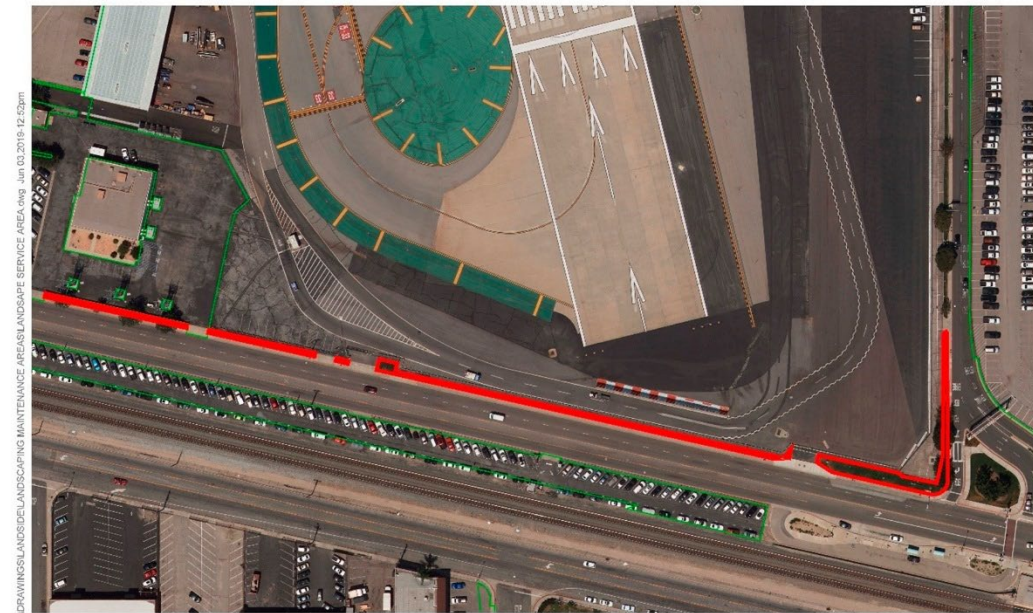
Area 4 - Valet



Area 4 - Empire Airport Entrance, Exit & Roadway



Area 5 - Empire Ave.



Area 5 - Empire Ave.



Area 5 - Air Cargo



Area 5 - Empire Extension & Hangar 2

SUB-ATTACHMENT A SCHEDULE B

SPECIFICATIONS FOR IRRIGATION SYSTEM REPAIR & MAINTENANCE POTABLE WATER

1. Brass Pipe and Fittings: Brass pipe shall be regular weight, 85% red brass, conforming to Federal Specification WW-P-351. Fittings shall be brass or bronze, threaded, Class 150, conforming to Federal Specification WW-P-460.
2. Polyvinyl Chloride (PVC) Pipe: Polyvinyl chloride (PVC) pipe shall be high chemical resistance, rigid, un-plasticized PVC resin conforming to ASTM D 1784. Piping upstream of remote control valves (pressure piping) shall be Type 1, Grade 2, designated as PVC 1220, Class 315. All PVC plastic non-pressure lines (piping downstream of remote control valves) shall be Type 1, Grade 2, as designated as PVC 1220, Class 200 or schedule 40. All PVC pipe shall be continuously and permanently marked with the following information: Manufacturer's name or trademark, size, class and type of pipe, working pressure at 73.4 ° F. and National Sanitation Foundation (NSF) rating.
3. PVC Pipe Fittings: PVC pipe fittings shall be fittings manufactured for irrigation systems, PVC, Type I, Grade 1, high-impact molded fittings, manufactured from virgin compounds, and shall conform to ASTM D 2466 and ASTM D 2464.
4. Remote Control Valves: Remote control valves shall be brass body, diaphragm type, globe bodied, and pressure rated at 200 psi, normally closed design, and shall be actuated by an electric solenoid which shall be completely waterproof and part of the valve. The wires in the coil of the solenoid shall be embedded in an epoxy resin. The entire solenoid shall be enclosed in a water-tight housing, and shall be rated for 24-volt, 60-cycle, AC power supply. Valves shall be capable of operating with a 40% drop in line voltage. Each valve shall be provided with a manual adjustment to control water flow by throttling, shall be factory set to close in not less than five seconds, and shall be capable of manual operation at the valve. Valves shall be Rainbird "G" Series or equal.
5. Control Wire: Control wire shall be UL-listed and shall conform to the National Electrical Code. Control wire in PVC conduit shall be THHN/THWN type, No. 14 gauge, and solid copper, single conductor wire. Direct buried control wire shall be UF type, No. 14 gauge, and solid copper, single conductor wire. Conduit for control wire shall be Schedule 40 electrical conduit with solvent welded joints.
6. Identification of Wires: Provide red or black colored conductor insulation for control wires and white for common wire. Control wires from automatic valves to terminal strips of controllers shall be identified at the terminal strips by tagging the wires with the station numbers of the connected valve or valves.
7. Splice Boxes: Where necessary to repair control wires with splices, a splice box shall be used at each splice. Splice boxes shall be Carson, Roby, or equal.
8. Thread Lubricants: Thread lubricants for plastic-to-metal threaded connections shall be nonhardening pipe dope and for plastic-to-plastic shall be Teflon ribbon type.
9. Irrigation Heads: Shrub and shrub pop-up heads shall be constructed of bronze, brass, plastic, stainless steel, or a combination of the above to match existing items, unless otherwise directed by the Authority.

10. Quick Coupling Valves: Each valve shall be of all bronze or brass two-piece construction, with female pipe connections and a locking yellow vinyl or rubber covered cap. Each valve shall be complete with an all brass or bronze quick coupler key. Valves shall be installed in valve boxes when directed by the Authority.

11. Ball Valves: Each valve shall be a 600 PSI WOG bronze ball valve, with optional tee handle.

RECYCLED WATER

For all recycled water irrigation systems, components shall be purple in compliance with Los Angeles County and Burbank Recycled Water User Manual.

EXHIBIT B
Fee Schedule

EXHIBIT B
FEE SCHEDULE

This Fee Schedule Offer pricing shall be firm, fixed price, all-inclusive. Respondent agrees to accept the specified compensation as set forth below as full compensation for performing all services and furnishing all staffing, labor, uniforms, equipment, tools and materials required, insurance requirements, general and administrative support costs, mileage, overhead(s), profit, sale and use taxes connected with the services, and for performance by Respondent of all its duties and obligations hereunder. Respondent shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The Authority shall have no obligation to pay any sum in excess of total contract amount specified herein unless authorized by a contract amendment.

A. Fees and Charges:

The Authority will pay the following fees in accordance with the provisions of the contract based upon Respondent's performance of the requested services as described in the Scope of Work. Fees paid to Respondent shall be based upon annual amount paid monthly.

Description	Monthly	Extended
Year 1 & Month10 (fixed)	\$ 29,977.00	\$ 659,494.00

B. Additional Services. If and when the Authority requests Respondent to provide services in addition to those specified above, Respondent shall develop a work plan and cost proposal detailing the specific tasks to be completed for performing such tasks. Respondent shall not perform any additional services until Authority issues a written notice to proceed with the execution of the work plan. Respondent shall not invoice the Authority for any work not specially authorized on the project job site by the Authority or as noted in the Authority's notice-to-proceed, including all attachments. Labor pricing shall contemplate all planned and unplanned wage changes and shall be firm for the term of the Agreement.

Labor Hours for Additional Services	Hourly Rate (Flat Rate)		
	Hourly Technician	Irrigation Technician	Supervisor
Regular Hours (5:00 a.m. – 10:00 p.m. M-F)	\$39.00	\$95.00	\$85.00
After Hours (10:00 p.m. – 5:00 a.m. M-F)	\$58.50	\$142.50	\$142.50
Saturdays	\$58.50	\$142.50	\$142.50
Sundays & Holiday	\$58.50	\$142.50	\$142.50

Materials: Respondent must supply receipts for all materials purchased. Parts and consumables for Additional Services shall be billed at cost plus mark-up.

Material
Cost plus <u>15</u> % mark-up

Note: Applicable tax shall be billed when invoicing.

*All parts and consumables used in performance of the Scope of Work are included in proposed fixed monthly price and will not be reimbursed.

The undersigned Respondent hereby submits its Fee Schedule Offer Form to the Authority. This offer is firm, and valid for acceptance via award by the Authority for a period of one hundred and twenty days (120) from the bid closing date. This offer accepts and incorporates by reference all of the solicitation documents.

This Schedule of Fees has been executed by a duly authorized representative of Respondent as indicated below:

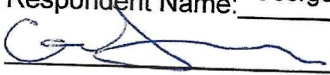
Respondent Name: George Albanez Authorized Signature:  Name: _____
Business Development Title: _____ Date: 10/25/24

EXHIBIT C
Insurance Requirements

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

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

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

C. Professional Liability (Errors and Omissions) Insurance. Contractor 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 Contractor 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. Contractor 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 Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each 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. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A: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 Contractor shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

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

EXHIBIT D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];

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 USC § 1681, et seq).

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor 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, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

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