



February 13, 2025

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

NOTICE is hereby given that the Airport Authority administration offices will be closed on Monday, February 17, 2025, in observation of President's Day. Therefore, the regular meeting of the Operations and Development Committee scheduled for Monday, February 17, 2025, at 8:30 a.m., in the Airport Sky Room of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank California 91505, has been cancelled.

NOTICE is hereby given that a special meeting of the Operations and Development Committee will be held Tuesday, February 18, 2025, at 8:15 a.m., in the Airport Sky Room 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

SPECIAL MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Airport Skyroom
Tuesday, February 18, 2025
8:15 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

Tuesday, February 18, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
 - a. January 21, 2024
5. Items for Approval

[See page 1]

- a. Award of Month-to-Month License Agreement
Saab, Inc.

[See page 3]

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to approve a proposed Month-To-Month License Agreement for Surface Awareness Initiative Equipment installation and maintenance with Saab, Inc. This equipment is part of the Federal Aviation Administration (“FAA”) program to enhance safety and efficiency in the United States National Airspace System.

Due to the critical nature of the FAA program to enhance aircraft ground movement awareness at airports, subject to the Committee’s recommendation, this item has also been placed on the Commission agenda for its meeting immediately following the Committee’s meeting.

- b. Award of Professional Services Agreement
Concessions Technical Coordinator Services
Replacement Passenger Terminal Project

[See page 5]

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to award a Professional Services Agreement for concessions technical coordinator services in an amount not-to-exceed \$1,648,044 to ATX, Inc. These services, from March 17, 2025 to March 17, 2027, are necessary to facilitate the development of the concessionaire programs in the Replacement Passenger Terminal, ensure compliance with the technical requirements, coordination with the design-builder and the project management team. Similar to the role of the Airline Technical Representative, which services are provided by AvAirPros for the airlines, the Concessions Technical Coordinator will oversee design and construction, ensure consistency with the Authority’s standards through design reviews, and facilitate effective coordination between tenants and stakeholders throughout the development process. The consultant will also monitor the concessions project schedule to apprise the Authority of progress and risks, and facilitate communication between the tenants, the

Authority and City of Burbank for plan check, permitting, and inspection process.

Due to the development of the RPT, subject to the Committee's recommendation, this item also has been placed on the Commission agenda for its consideration immediately following the Committee's meeting.

- c. Award of Professional Services Agreement
Southeast Quadrant Landside Design Services

[See page 8]

In anticipation of the existing passenger terminal demolition that will begin upon opening of the Replacement Passenger Terminal, Staff seeks an Operations and Development Committee recommendation to the Commission to award RS&H California, Inc. a Professional Services Agreement in the amount of \$1,536,699 for planning and design services to address reconfiguration of the useable parcels in the southeast quadrant of the Airport. These services are a multi-year effort.

6. Items for Information

- a. Committee Pending Items

[See page 12]

7. Adjournment

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

TUESDAY, JANUARY 21, 2025

A special 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 8:33 a.m., by Commissioner Hampton.

1. ROLL CALL

Present: Commissioners Hampton and Talamantes

Absent: Asatryan

Also Present: Staff: John Hatanaka, Executive Director;
Vince Hollands, Manager, Maintenance;
Patrick Lammerding, Deputy Executive Director,
Planning and Development

2. Approval of Agenda

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

Motion Approved The agenda was approved (2-0, 1 absent).

3. Public Comment

There were no public comments.

4. Approval of Minutes

- a. **November 18, 2024**
 - b. **December 16, 2024**
- The agenda packet included a draft copy of the November 18, 2024, and December 16, 2024, Committee meeting minutes 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 absent).

5. Items for Approval

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

Staff sought 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.

Subject to the recommendation from the Committee, this item was also placed on the Commission agenda for consideration at its meeting immediately following the Committee's meeting.

Motion

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

Motion Approved

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

6. Items for Information

a. Runway Safety Area

Staff gave a brief discussion to the Committee on the public comments received regarding the Runway Safety Area for Runway 15/33.

b. Committee Pending Items

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

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 9:00 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
FEBRUARY 18, 2025**

**AWARD OF MONTH-TO-MONTH LICENSE AGREEMENT
SAAB, INC.**

Presented by Madeleine Zavala
Senior Manager, Business & Properties

SUMMARY

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to approve a proposed Month-To-Month License Agreement (“Agreement”), copy attached, for Surface Awareness Initiative (“SAI”) Equipment installation and maintenance with Saab, Inc. (“Saab”). This equipment is part of the Federal Aviation Administration (“FAA”) program to enhance safety and efficiency in the United States National Airspace System (“NAS”).

Due to the critical nature of the FAA program to enhance aircraft ground movement awareness at airports, subject to the Committee’s recommendation, this item has also been placed on the Commission agenda for its meeting immediately following the Committee’s meeting.

BACKGROUND

FAA created the SAI program to deliver innovative, cost-effective technological solutions to airports without existing surface surveillance capabilities to support the Air Traffic Control ‘s (“ATC”) surface situational awareness.

In August of 2024, the FAA awarded to Saab a contract to install and maintain equipment necessary to support the SAI program at several airports including Nashville International Airport, San Antonio International Airport, Long Beach Airport and Hollywood Burbank Airport (“Airport”).

This equipment will provide an Airport’s ATC Tower with information that will improve their situational awareness and the ability to identify aircraft ground movement on the Airport’s runways, taxiways, and other airport surface movement areas. If approved, Saab will install four antennas on airport property located throughout the Airport that will transmit aircraft ground position data to the ATC Tower.

Saab, founded in 1937, currently serves the global market with world-leading products, services, and solutions from military defense to civil security. FAA has previously contracted with Saab on three other major FAA Surface Safety Programs.

DETAILS

Terms of the proposed License Agreement:

Premises: For the purposes of this staff report, there are four specific locations that have been identified on Airport property for the installation of these antennas. Each location was identified and confirmed for operational effectiveness and non-interference with other airport equipment.

Use: Installation and maintenance of four antennas and support equipment for the SAI program at the Airport.

Term: Month-To-Month

Termination: 30 days prior notice

License Fee: \$500 per antenna per month

REVENUE IMPACT

The additional revenue from the proposed Agreement is \$2,000 per month.

STAFF RECOMMENDATION

Staff seeks the Committee recommendation to the Commission to approve the proposed Agreement with Saab and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
FEBRUARY 18, 2025**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
CONCESSIONS TECHNICAL COORDINATOR SERVICES
REPLACEMENT PASSENGER TERMINAL PROJECT**

Presented by Stephanie Gunawan-Piraner
Director, Engineering and Maintenance

SUMMARY

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to award a Professional Services Agreement (“Agreement”) for concessions technical coordinator services in an amount not-to-exceed \$1,648,044 to ATX, Inc. (“ATX”). These services, from March 17, 2025 to March 17, 2027, are necessary to facilitate the development of the concessionaire programs in the Replacement Passenger Terminal (“RPT”), ensure compliance with the technical requirements, coordination with the design-builder and the project management team.

Similar to the role of the Airline Technical Representative, which services are provided by AvAirPros for the airlines, the Concessions Technical Coordinator (“CTC”) will oversee design and construction, ensure consistency with the Authority’s standards through design reviews, and facilitate effective coordination between tenants and stakeholders throughout the development process. The consultant will also monitor the concessions project schedule to apprise the Authority of progress and risks, and facilitate communication between the tenants, the Authority and City of Burbank for plan check, permitting, and inspection process.

Due to the development of the RPT, subject to the Committee’s recommendation, this item also has been placed on the Commission agenda for its consideration immediately following the Committee’s meeting.

BACKGROUND

Staff identified the need for extensive coordination for concessions development at the RPT. The goal is for all concessions to begin operation on opening day of facility in October 2026. The award of this contract for CTC services is viewed as a critical support service to the RPT Project to enable the immediate design kickoff and development and provide the concessionaires a single point of contact to assist with the coordination of their respective buildouts in conjunction with the Operational Readiness Activation and Transfer (“ORAT”) program. The RPT schedule necessitates that all underground utilities for concessions be fully designed and submitted to the design-builder by March 30, 2025, to meet the RPT’s milestone for Temporary Certificate of Occupancy in May 2026 and the RPT opening in October 2026.

This proposal for CTC services is a multi-year program beginning with award of the concession programs through the opening of the RPT and any follow up completion list for both the retail and food service concessions thereafter.

PROCUREMENT

Staff posted a Request for Proposals (“RFP”) on the Authority’s PlanetBids e-procurement website on October 3, 2024. 959 firms were notified of the opportunity, and the RFP was downloaded by 47 firms including prime consultants, subconsultants, and other supporting companies. There were 7 downloads from Women-owned Business Enterprises, 10 from Minority-owned Business Enterprises and 8 from Disadvantaged Business Enterprises. Additionally, 2 local firms downloaded the RFP.

Staff received three proposals on November 4, 2024, all of which were initially determined to be responsive. The firms, listed in alphabetical order, were as follows:

- ATX
- Greater than DD
- Maestro Development

A four-member selection committee, comprised of staff members from Business and Properties, Engineering, and Maintenance, reviewed and evaluated the proposals in accordance with the criteria stipulated in the RFP, listed below:

- SC-1: Experience and Past Performance (40 points)
- SC-2: Firm and Personnel Capabilities (30 points)
- SC-3: Demonstrated Understanding of Project Challenges (15 points)
- SC-4: Capability to Complete Projects Without Significant Overruns (10 points)
- SC-5: Willingness to Accept BGPAA PSA (5 points)

Based on this evaluation, ATX and Greater than DD were determined to be qualified to be invited for interviews. Interviews were held on December 11, 2024, and included a presentation by the firms followed by a Question & Answer session. The results from the proposals and interviews was as follows:

	SC-1	SC-2	SC-3	SC-4	SC-5	RFP Total	Interview Total	Total	Proposed Cost
Maximum Points Possible	40	30	15	10	5	100	100	200	
FIRM:									
ATX	36	25	14	8	5	88	91	179	\$ 1,648,044
Greater than DD	36	26	11	7	5	85	87	172	\$ 2,348,960

Based on the proposal review and interviews, staff determined that the ATX proposal provides the best value for the Authority. ATX demonstrated its qualifications, knowledge, and staffing plan tailored to overseeing and facilitating concessions development for the

RPT Project. Additionally, ATX demonstrated its unique expertise and specialized experience in managing airport concessions development projects from planning through operations. Notable recent concession projects ATX has been involved with include similar programs at Los Angeles International Airport, San Diego International Airport, JFK International Airport and Dodger Stadium.

FUNDING

Based on the fee schedule of the proposed Agreement, it is estimated that the cost for these services for the remainder of FY 2025 is \$500,000 which can be addressed under the Support Service line item for the RPT in the adopted FY 2025 budget. Cost for these services in subsequent fiscal years will be requested in future budgets for FY 2026 and FY 2027.

The breakdown of cost and services is as follows:

	DESCRIPTION OF TASKS	NOT TO EXCEED COST
1	Concept Development Phase	\$179,830
2	Design Phase	\$854,192
3	Construction Phase	\$614,022
	TOTAL	\$1,648,044

STAFF RECOMMENDATION

Staff requests a Committee recommendation to the Commission to approve the proposed Agreement with ATX, and to authorize the President to execute the Agreement.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
FEBRUARY 18, 2025**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
SOUTHEAST QUADRANT LANDSIDE DESIGN SERVICES**

Presented by Stephanie Gunawan-Piraner
Director, Engineering and Maintenance

SUMMARY

In anticipation of the existing passenger terminal demolition that will begin upon opening of the Replacement Passenger Terminal (“RPT”), Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to award RS&H California, Inc. (“RS&H”) a Professional Services Agreement (“Agreement”) in the amount of \$1,536,699 for planning and design services to address reconfiguration of the useable parcels in the southeast quadrant (“SEQ”) of the Airport. These services are a multi-year effort.

BACKGROUND

Under its 2017 Development Agreement (“DA”) with the City of Burbank, the Authority has a vested right to develop the RPT Project. The DA defines the RPT Project as including demolition of the existing passenger terminal and the short-term parking garage in the SEQ of the Airport, and construction of improvements to the SEQ roadway system. Demolition of the existing passenger terminal and short-term parking garage is part of the scope of work for Holder, Pankow, TEC - A Joint Venture (“HPTJV”), but reconfiguration of the SEQ of the Airport is outside of the HPTJV contract. With construction of the RPT underway, Staff is starting the effort to plan and design a Phase 1 interim configuration of the SEQ that will be utilized while the existing passenger terminal is undergoing demolition, and the effort to develop the ultimate configuration of the SEQ at the completion of the overall RPT Project.

SCOPE OF WORK

The scope of work for the proposed Agreement generally includes:

1. Redesign of valet parking lot as well as changing the Replacement Parking Structure (“RPS”) from a valet parking storage lot into a public self-park facility. This requires design and planning effort to evaluate and design:
 - a. Traffic flow to and from points of structure ingress and egress,
 - b. Parking revenue control equipment at entrance and exit points and the associated utilities,
 - c. Accessibility upgrades,
 - d. Wayfinding signage upgrades, and
 - e. Elevator modernization.
2. Collaboration with HPTJV and Staff to develop a cutover plan with scheduling to allow for efficient and safe passenger circulation between the RPT, the Regional

- Intermodal Transportation Center (“RITC”), and the current self-park parking lots during the demolition of existing passenger terminal.
3. Concept development and modelling for the ultimate reconfiguration of the SEQ with the associated rough order of magnitude cost estimates. This will include realignment of roadways, sidewalks, addition of shuttle stops, lighting and signage and accessibility upgrades.

The requested services being presented in this report does not include design and bidding services for the SEQ reconfiguration work outside of the RPS/valet area. Upon completion of the concept development, Staff will return to the Committee and Commission with a proposal for a detailed design of the project. The work from this proposal will be used to support that bid process.

PROCUREMENT

Staff publicly solicited responses to a Request for Qualifications (“RFQ”) via the Authority’s PlanetBids e-procurement website in March 2024. The notification was released to 714 firms. RFQ documents were downloaded by 87 firms, including 25 firms that are certified as a California Small Business, Disadvantaged Business Enterprise, Minority Business Enterprise, Women-Owned Business Enterprise, Very Small Business Enterprise, or Disabled Veteran Business Enterprise.

The RFQ advertisement was also posted through the LA Times, Burbank Chamber of Commerce and the Glendale Chamber of Commerce, reaching over 7,700 active members. The Pasadena Chamber of Commerce did not respond to the Staff’s inquiry regarding posting of the advertisement.

A mandatory pre-proposal conference was held on April 11, 2024, with virtual and in-person attendance options. The conference was attended by 51 firms. Staff received Statements of Qualifications (“SOQ”) from four responsive teams. The four teams, listed in alphabetical order by prime consultant, are as follows:

- Latitude 33 Planning and Engineering (Latitude 33)
- Mott MacDonald
- RS&H
- Stantec Consulting Services, Inc. (Stantec)

A five-member selection committee, comprised of staff from the Planning, Engineering, and Operations Departments, as well as one staff member from a peer airport, reviewed the SOQs based on the following selection criteria:

- SC-1 Airport Project and Engineering Design Experience (30 points)
- SC-2 Project Team Key Personnel (30 points)
- SC-3 Understanding of Project Challenges and Implementation (20 points)
- SC-4 Current Workload and Demonstrated Ability to Obtain Necessary Support for the Project (10 points)
- SC-5 Familiarity with Geographic Location of the Project (10 points)

Based on this evaluation, Latitude 33, RS&H, and Stantec were determined to be qualified. These proposers were invited for interviews in June 2024. The interview process included a presentation by each firm, followed by a Questions & Answers session. The scoring of the proposals and interviews was as follows:

	<u>SOQ</u>	<u>Interview</u>	<u>Total</u>
Maximum Points Possible	100	100	200
Latitude 33 Planning and Engineering	82	84	166
Mott McDonald	69	-	-
RS&H California, Inc.	88	89	177
Stantec Consulting Services, Inc.	83	83	166

SELECTION PROCESS

Based on a comprehensive evaluation of the SOQs and in-depth interviews, RS&H was identified as the highest-ranked firm, offering the highest qualifications and understanding of the project and relevant experience in the operational environment at BUR. RS&H has worked at BUR since 2006 and brings a robust aviation portfolio that includes projects at Los Angeles International Airport, Palm Springs International Airport, Dallas Fort Worth International Airport, and Fort Lauderdale-Hollywood International Airport.

For this contract, RS&H has teamed up with HDR, a well-qualified Los Angeles-based consulting firm with vast expertise in traffic planning and engineering. The two firms have a proven track record, having collaborated on over 90 projects. This longstanding partnership is expected to deliver well-coordinated, innovative design solutions tailored to BUR’s unique needs.

The RS&H team also includes several certified DBE, MBE, SBE, and WBE subconsultants, including Wagner Engineering & Surveying, Polytechnique, PBS Engineers, BESS Testlabs, and Gibson Transportation Consulting, a local firm based in Glendale, CA.

FEE NEGOTIATIONS

In accordance with Federal Aviation Administration requirements, Staff began fee negotiations after a determination of the most qualified firm was reached and the final scope identified. Once RS&H was identified as the highest scoring proposer and a detailed scope of services established, Staff requested and received an initial price proposal from RS&H. Staff performed a fee analysis to establish a fair and current market value for the scope of work and to identify efficiencies that can be realized to reduce cost. At the conclusion of the negotiations, RS&H submitted a revised and final fee proposal in the amount of \$1,536,699.

Upon selection of an approved final condition concept, a separate fee for design services for that concept will be negotiated and brought back to the Committee and Commission for consideration. It is anticipated that this will occur in late 2025.

OPERATIONAL IMPACTS

The field research required to complete the design services will primarily occur on the landside and will be scheduled to minimize operational impacts. Input from key project stakeholders, including the Authority's parking operator, rental car tenants of the RITC, the City of Burbank, and other airport groups will be coordinated during development and phasing of the project concept.

FUNDING

The adopted FY 2024-2025 Budget includes appropriations for this project, for the conversion of the existing valet parking areas and the SEQ reconfiguration concept development, at \$500,000 each, totaling \$1,000,000. Staff anticipate completing approximately \$500,000 of the \$1,536,699 total proposed contract value by the end of FY 2025. Future budget requests for the reconfiguration of the SEQ will be included in the FY 2026 development.

The project cost will be initially funded from Authority funds with the intent to fund the eligible portions of SEQ redevelopment through a future Passenger Facility Charge ("PFC") Application. Staff estimates approximately 60% of the work identified in the proposal will be eligible for PFC funding.

As noted above, detailed design and bidding services for the final selected concept of the SEQ are not currently included in the scope of services for this Agreement but are anticipated to be negotiated in a subsequent task.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to award RS&H an Agreement for SEQ planning and design services in the amount of \$1,536,699 and to authorize the President to execute the same.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
FEBRUARY 18, 2025**

COMMITTEE PENDING ITEMS

Future

Tentative Presentation

- | | |
|---|----------|
| 1. Power Lift Aircraft (Air Taxi) | March 17 |
| 2. Award of Contract - Runway, Taxiway, Blast Pad Project | March 17 |
| 3. Award of Contract - Design Services; Airside | March 17 |
| 4. Award of Contract - On-call CM/PM | March 17 |
| 5. Award of Contract Extension - SITA CUPPS | April |
| 6. ARFF PFAS Remediation and 3F Foam Replacement | TBD |

MONTH-TO-MONTH SAI EQUIPMENT LICENSE AGREEMENT

THIS MONTH-TO-MONTH SAI EQUIPMENT LICENSE AGREEMENT (“Agreement”) is dated _____, 2025 for reference purposes, and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Licensor”), a California joint powers agency, and Saab, Inc. (“Licensee”), a Delaware corporation.

RECITALS

- A. Licensor is the owner of the Hollywood Burbank Airport (“Airport”).
- B. The Federal Aviation Administration (“FAA”) has awarded a contract (“SAI Contract”) to Licensee for the installation and maintenance of equipment (“Licensee Equipment”) necessary to carry out the FAA’s Surface Awareness Initiative (“SAI”) at the Airport. The Licensee Equipment, as more particularly described in the attached Exhibit A, includes antennas located around the airfield, displays and processors in the Airport’s air traffic control tower, and supporting equipment (including cables and routers).
- C. To perform its obligations under the SAI Contract, Licensee requires access to the Airport areas depicted in the attached Exhibit B for the installation and ongoing maintenance of the Licensee Equipment.
- D. Licensor has agreed to give to Licensee, and Licensee has agreed to accept from Licensor, a limited contractual license to enter upon Airport property for the installation and maintenance of the Licensee Equipment to carry out Licensee’s contractual obligations under the SAI Contract (“Permitted Activity”).

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Use and Relocation of Equipment Locations.

(a) **Use of Equipment Locations.** Licensee may install, maintain, and use the Licensee Equipment throughout the Airport at locations (“Equipment Locations”), to be approved by Licensor and the FAA, as approximately depicted in Exhibit B, for the sole purpose of conducting the Permitted Activity. Prior to the initial installation of the Licensee Equipment, Licensee shall submit a Tenant Improvement Form as set forth in the attached Exhibit C or any successor then in use by Licensor. Licensee shall comply with applicable laws and the Federal Requirements set forth in the attached Exhibit D. Licensee shall not release any hazardous materials or substances on the Airport. Licensee shall not do or permit to be done anything that may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities, radio frequencies or telecommunications systems, or devices on or servicing the Airport. Licensee shall not use or permit the use of the Equipment Locations or any other areas of the Airport in any manner that will: (i) tend to create or permit any waste or nuisance; (ii) unreasonably tend to disturb tenants, users, or occupants of the Airport; (iii) invalidate, cause the cancellation of, or conflict with any fire or other hazard insurance policies covering the Airport; or (iv) increase the premiums for any fire insurance policies covering the Equipment Locations, the Airport, or any property located thereon.

(b) **Ingress and Egress.** Licensee, its agents, employees and contractors shall have the right of ingress to and egress from the Equipment Locations, including across public roadways serving the Airport and designated private roadways on the Airport; provided, however, that no person shall be authorized to enter a restricted area of the Airport by virtue of such right of ingress and egress.

(c) **RPT Project Construction; Negotiation of Equipment Relocation.** Licensee acknowledges that Licensor is developing a Replacement Passenger Terminal and ancillary improvements (collectively, the “RPT Project”) in the northeast quadrant of the Airport. As Licensor completes construction of the RPT Project, certain portions of the existing Airport facilities, including the existing passenger terminal and cargo buildings where the Licensee Equipment will be located under the SAI Contract, will be destroyed or otherwise made inaccessible to Licensee, and electrical and other utility services to the existing passenger terminal are anticipated to be discontinued in 2026. Provided Licensee is not in violation of this Agreement, prior to completion of the RPT Project, upon Licensee’s request, Licensor shall negotiate in good faith to determine suitable locations within the Airport to relocate the Licensee Equipment. Licensor shall not be obligated to consent to the relocation of Licensee Equipment if, in its sole discretion, suitable locations are not available.

(d) **Addition, Removal or Relocation of Licensee Equipment.** For Licensee Equipment installed pursuant to contracts between the Licensee and the FAA (“FAA Contracts”), Licensee may add or remove Licensee Equipment, or relocate Licensee Equipment to a different area of the Airport facilities, provided such addition, removal or relocation is approved in writing by Licensor’s Executive Director, or designee, in his or her sole and absolute discretion. Licensee may not add Licensee Equipment pursuant to contracts or agreements with entities other than the FAA, including airlines or other tenants of the Airport (“Non-FAA Contracts”), without the prior approval of the Authority’s Commission in its sole and absolute discretion. Licensor’s Executive Director or designee, in his or her sole and absolute discretion, may require the relocation of any Licensee Equipment to a different area of the Airport facilities upon 30 days’ prior to notice to Licensee. Any relocation of the Licensee Equipment, including within and between existing and new Airport facilities, shall be at Licensee’s sole cost and expense. Following removal or relocation of any Licensee Equipment, Licensee shall be required, at Licensee’s sole cost and expense, to restore the applicable Equipment Location to the condition existing prior to the installation of the applicable Licensee Equipment, normal wear and tear excepted. For any addition or relocation of Licensee Equipment, Licensee shall submit a Tenant Improvement Form as set forth in the attached Exhibit C or any successor then in use by Licensor. With respect to additions or relocations of Licensee Equipment pursuant to FAA Contracts or relocations of Licensee Equipment pursuant to Non-FAA Contracts, following review and approval of the Tenant Improvement Form by Licensor’s Executive Director, this Agreement shall be amended to identify any new Equipment Locations agreed upon by the parties, and any such amendments may be executed on Licensor’s behalf by the Executive Director without need for submission to the Authority Commission. With respect to additions of Licensee Equipment pursuant to Non-FAA Contracts, following review and approval of the Tenant Improvement Form by Licensor’s Executive Director, an amendment to this Agreement to identify any new Equipment Locations shall be submitted to the Authority Commission for consideration and approval, in its sole and absolute discretion.

2. **License Term.** The term of this Agreement shall commence on _____, 2025, and continue on a month-to-month basis until terminated by either party. Licensee waives any and all rights to relocation benefits under applicable law upon termination of this Agreement.

3. **Security Deposit; Fees and Reporting; Taxes; Recordkeeping.**

(a) **Security Deposit.** Concurrent with Licensee's execution of this Agreement, Licensee shall deposit with Licensor a security deposit ("Security Deposit") in an amount equal to \$3,000.00, as security for the faithful performance by Licensee of all of its obligations under this Agreement. If Licensee defaults with respect to any provisions of this Agreement (including the provisions relating to payment of License Fees, installation or removal of the Licensee Equipment, and repair of resultant damage), Licensor may, with notice to Licensee, apply all or any part of the Security Deposit for the payment of any License Fees or any other sum in default. In such event, upon demand, Licensee shall replenish the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Licensee within 45 days following the termination of this Agreement. Licensee shall not be entitled to any interest on the Security Deposit. Licensee irrevocably waives and relinquishes any and all rights, benefits, or protections, if any, Licensee now has, or in the future may have, under California Civil Code Section 1950.7 or any successor statute.

(b) **License Fees.** On the first day of each month, Licensee shall pay to Licensor a base fee for the preceding calendar month equal to \$500 multiplied by the number of Licensee antennas installed at the Airport pursuant to FAA Contracts ("Base Fee"). In the event Licensee desires to enter into Non-FAA Contracts to add Licensee Equipment, this Agreement shall be amended to include fees associated with any additional Licensee Equipment. Any such amendments shall be submitted to the Authority Commission for consideration and approval, in its sole and absolute discretion.

(c) **Place of Payment.** All sums owed to Licensor by Licensee shall be paid in lawful money of the United States of America, without prior demand and without set off or deduction, by Automated Clearing House ("ACH") transfer or by check to Licensor delivered to the following address; however, Licensor by service of written notice upon Licensee, may otherwise direct the payment to another address provided by Licensor.

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood way
Burbank, CA 91505
Attn: Accounting
Email: AR@bur.org

(d) **Late Payment Charge.** Should any License Fee installment not be paid in full by Licensee within five calendar days after the deadline, a late payment charge equal to 1.5% of the overdue amount shall be paid by Licensee each and every month until the entire delinquent amount is received by Licensor. The parties stipulate that: (i) the late payment charge is a reasonable estimate of direct and indirect costs Licensor will incur as a result of Licensee's late payment; (ii) such costs would be impractical and extremely difficult to determine; and (iii) the late payment charge constitutes liquidated damages for a late payment.

(e) **Additional Fees and Charges.** Licensee shall pay to Licensor reasonable and documented additional fees and charges in the event of any of the following:

(1) Licensor has paid any sum or has incurred any obligation or expense expressly agreed to in writing by Licensee, or for which Licensee is otherwise specifically responsible under this Agreement.

(2) Licensor is required or elects to pay any sum, or incurs any obligation or expense, due to Licensee's failure to cure a breach of this Agreement within 30 days after written notice from Licensor.

If billed by Licensor, Licensee shall pay Licensor within 45 days following the date of such billing, provided that such billing is accompanied by reasonable documentation of the charges and expenses incurred. Licensee shall have the right to dispute any charge in good faith.

(f) **Taxes.** Licensee shall pay, before delinquency, as and when due, any and all applicable and legally required taxes, assessments or charges directly imposed as a result of Licensee's activity under this Agreement by the State of California, the County of Los Angeles, the City of Burbank, or other public agency solely with respect to Licensee's personal property or Licensee's possessory interest under this Agreement.

(g) **Records/Books.** Licensee shall maintain complete and accurate records as required by applicable FAA Acquisition Management System (AMS) regulations. Access to such record shall be strictly limited to authorized representatives of the FAA and only to the extent required for regulatory compliance. Licensor shall not have the right to examine, inspect, audit, or copy Licensee's financial statements, documentation or records.

4. Condition of Property. Licensee represents that it has inspected the Equipment Locations and accepts the Equipment Locations in their current "AS IS" condition, without representation or warranty, express or implied, subject to all matters of record; provided, that to Licensor's actual knowledge, there is no dangerous condition or hazardous material on the Equipment Locations (other than those conditions or hazardous materials customarily related to the active airport operations). Licensee shall be liable for and shall promptly repair any damage to any Airport areas/facilities where such damage shall be attributable to any act or omission on the part of Licensee, Licensee's employees, customers, agents, contractors, subcontractors, sublicensees, tenants, representatives, associates, guests, and/or invitees (collectively "Licensee Parties"). Should Licensee fail or be unable to promptly affect any such repairs, Licensor shall have the right to make such repairs, and Licensee shall reimburse Licensor for all reasonable costs of such repairs, including reasonable administrative costs.

5. Inspection by Licensor. Licensor shall have the right to enter and inspect the Equipment Locations at any time.

6. Aviation Rights. There is reserved to Licensor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Equipment Locations and the other areas of the Airport. This public right of flight shall include the right to cause within such

airspace any noise inherent in the operation of any aircraft used for navigation or flight through such airspace or landing at, taking off from, or operating on the Airport.

7. Airport Rules and Regulations. Licensee shall comply with Airport Rules and Regulations (as may be updated from time to time) and any successor rules and regulations adopted by Licensor. Licensee acknowledges that the Airport Rules and Regulations are available on Licensor's webpage (hollywoodburbankairport.com), and Licensee may obtain a hard copy from Licensor upon request. Violations of the Airport Rules and Regulations by Licensee or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

8. Insurance Requirements.

(a) General Requirements.

(1) Licensee shall procure and maintain at its sole expense, and always keep in effect, the types and levels of insurance prescribed below. Such insurance requirements do not in any way limit the amount or scope of liability of Licensee under this Agreement.

(2) Upon execution of this Agreement and as requested, Licensee shall provide Licensor current certificates of insurance establishing the existence of all required insurance policies.

(3) Licensor shall be given no less than 30 days prior written notice of cancellation, non-renewal, or material change in any policy. Insurance shall be maintained without any lapse in coverage. Insurance canceled without Licensor's consent shall be deemed an immediate Event of Default.

(4) Licensor shall also be given certified copies of Licensee policies of insurance. Failure of Licensor to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Licensor to identify a deficiency from the evidence provided, shall not be construed as a waiver of Licensee's obligations to maintain the insurance required by this Agreement.

(b) Commercial General Liability. Licensee shall maintain an occurrence form commercial general liability policy or policies, in the amount of coverage not less than \$5,000,000 per occurrence, insuring against liability for personal injury, bodily injury, death, and damage to property (including loss of use thereof) and occurring on or in any way related to the Equipment Locations or occasioned by reason of the operations of Licensee. Such insurance shall include coverage for the following: (a) premises coverage, (b) products of completed operations, (c) broad form contractual liability, (d) personal injury, (e) broad form property damage, (f) cross liability, (g) broad form named insured, (h) fire legal, and (i) advertising injury.

(c) Commercial Automobile Liability. In the event that automobiles are used in connection with Licensee's business or operations at the Equipment Locations, Licensee shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of Licensee's automobiles (including owned, hired and non-owned

vehicles) on and around the Equipment Locations. Coverage shall be in an amount of not less than \$5,000,000 each accident.

(d) **Workers' Compensation and Employer's Liability.** Licensee shall maintain workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance, in amounts not less than the following:

Bodily injury by accident - \$5,000,000 - each accident

Bodily injury by disease - \$5,000,000 - policy limit

Bodily injury by disease - \$5,000,000 - each employee

The employer's liability insurance shall not contain an occupational disease exclusion.

(e) **Property Insurance.** Licensee shall maintain in effect property insurance written on an all risk of direct physical loss basis covering Licensee's fixtures, tenant improvements and betterments, personal property, and equipment located at the Airport in an amount not less than 100% of the replacement value thereof. The proceeds of such insurance shall be used to repair or replace the insured property. The policy shall include Licensor as loss payee as respects to its interests.

(f) **Cyber Liability Insurance.** Licensee shall procure and maintain Cyber Liability coverage in an amount not less than \$5,000,000 that will cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

(g) **Licensee's Risk.** Licensee shall be responsible for obtaining any insurance that is necessary to cover its own risks. In no event shall Licensor be liable for any: (a) business interruption or other consequential damages sustained by Licensee; (b) damage, theft or destruction of Licensee's inventory, Licensee Equipment, or property of any kind; or (c) damage, theft or destruction of an automobile, whether or not insured.

(h) **Additional Requirements.**

(1) All liability policies shall be endorsed to include Licensor, TBI Airport Management, Inc., the Cities of Burbank, Glendale, and Pasadena, and their respective officers, employees, and agents (collectively "Licensor Parties") as additional insureds with respect to Licensee Parties' acts or omissions, their operations, use, and occupancy of the Airport, or other related functions performed by or on behalf of Licensee in, on or about the Airport.

(2) All such insurance shall be primary and noncontributing with any other insurance held by or on behalf of any Licensor Party where liability arises out of or results from the acts or omissions of Licensee Parties.

(3) Such policies may provide for reasonable deductibles and/or self-insured retentions. All self-insured retentions shall be declared to Licensor and approved in writing, on a

case-by-case basis, based upon the nature of the Licensee's operations and the type of insurance involved.

(4) Each such insurance policy shall include a waiver of subrogation endorsement in favor of Licensor Parties.

(5) Licensor shall have no liability for any deductibles, self-insured retentions, or premiums charged for such coverage(s). The inclusion of any of Licensor Parties, and any of their respective officers, employees, and agents, their successors, and assigns, as an additional insured is not intended to, and shall not, make them, or any of them, a partner or joint venture with Licensee in its operations at the Airport or connected with this Agreement.

(6) The insurance policy limits specified herein shall be reviewed for adequacy annually by Licensor which may, thereafter, require Licensee to adjust the insurance coverage to whatever reasonable requirement Licensor deems to be adequate. Licensee shall provide Licensor with proof of such compliance by giving Licensor an updated certificate of insurance within 30 days of Licensor's written notice.

(7) All insurance policies required herein shall have a rating of not less than A-X in A.M. Best's Insurance Guide or otherwise acceptable to Licensor.

(8) At least 10 business days prior to the expiration date of all policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Licensor. If such coverage is canceled, Licensee shall, within 15 days of such cancellation, file with Licensor evidence that the required insurance coverage has been reinstated without lapse or provided through another insurance company or companies.

(i) **Proof of Insurance.** Licensee shall provide proof of the requested insurance to Licensor in the following manner:

(1) Certificate(s) of Insurance evidencing all specified coverage shall be filed with Licensor prior to Licensee performing under this Agreement or occupying the Equipment Locations. The Certificate(s) shall contain the applicable policy numbers, the inclusive dates of policy coverage, the insurance carrier's name, the insurance broker's name, address and telephone number, shall bear an original signature of an authorized representative of such carrier, and shall provide that such insurance shall not be subject to cancellation, or non-renewal except after written notice by certified mail, return receipt requested, to Licensor at least 30 days prior to the effective date thereof. Licensor shall have the right to receive, upon request, all pertinent information about the broker and carrier providing such insurance.

(2) Additional Insured Endorsement(s) shall be filed with Licensor prior to Licensee installing the Licensee Equipment under this Agreement or occupying the Equipment Locations.

(3) Waiver of Subrogation Endorsement(s) shall be filed with Licensor prior to Licensee installing any Licensee Equipment under this Agreement or occupying the Equipment Locations.

(4) If requested by Licensor, Licensee shall provide copies of original insurance policies.

(5) If requested by Licensor, when coverage is provided by foreign insurance syndicates, a broker's letter that is acceptable to Licensor in form and content.

(6) If requested by Licensor, other written evidence of coverage that is acceptable to Licensor.

Submission of insurance from a non-California admitted carrier is subject to the provisions of Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Licensee shall, except where exempted, provide Licensor proof of such insurance by and through a surplus line broker licensed by the State of California.

The procuring of such required policies of insurance shall not be construed to limit Licensee liability, nor to fulfill the indemnification requirements of this Agreement. Notwithstanding such policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by Licensee, including Licensee Parties.

9. Default and Termination.

(a) **Events of Default.** Occurrence of any of the following will be considered an Event of Default by Licensee:

(1) Violation by Licensee of Section 10 (Assignment and Subleasing).

(2) Failure by Licensee to obtain, pay for, and maintain in full force and effect at all times during the life of this Agreement, without any lapse in coverage, such insurance and surety as shall be required of Licensee hereunder.

(3) Failure to cure any other breach of this Agreement within 30 days after written notice from Licensor.

(b) **Termination.** In the event this Agreement is terminated pursuant to the provisions of this Section or otherwise by Licensor as permitted in this Agreement, Licensee shall immediately remove all of its personal property from the premises and peacefully vacate and surrender the premises to Licensor. Upon written request, the Executive Director may allow additional time for removal of property, but any such allowance may only be given in writing by the Executive Director. If personal property is not timely removed, Licensor may dispose of such property in any manner whatsoever, without liability to Licensee, and Licensee hereby waives any and all statutes and laws to the contrary. Termination of this Agreement by Licensor shall not be construed as a waiver of any claim Licensor may have against Licensee, including for default.

(1) **Termination Based on Default.** Upon an Event of Default by Licensee, Licensor may terminate this Agreement, and Licensee shall have no further rights hereunder and shall immediately vacate any and all areas covered by this Agreement. Licensor shall have all rights and remedies as provided by law, including the right to recover damages from Licensee in the amount necessary to compensate Licensor for all the detriment and injury proximately caused

by Licensee's failure to perform its obligations under this Agreement or which in the ordinary course would be likely to result therefrom. Licensee hereby waives any and all rights of redemption and relief from forfeiture under Code of Civil Procedure Sections 1174 or 1179 or any other laws.

(2) **Bankruptcy.** Upon filing by or against Licensee (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of the Licensee's property or for Licensee's interest in this Agreement; or (iv) for the reorganization or modification of Licensee's capital structure, this Agreement shall at the option of Licensor immediately terminate whereupon all rights of Licensee hereunder shall immediately cease and terminate.

(3) **Multiple Late Payments.** Three or more late payments of the License Fee or any other sum due under this Agreement during a calendar year shall, at the option of Licensor, and with a written thirty (30) day notice to the Licensee, Licensor may terminate this Agreement.

(4) **Voluntary Termination Rights.** Either party may terminate this Agreement at any time without cause by serving written notice of not less than 30 days upon the other party.

(5) **Police Powers.** In the event the operation of the Airport or any part thereof is taken over by the United States Government or any other public authority by requisition or any other unilateral action due to a national emergency or otherwise, this Agreement shall terminate as of the date of vesting of the interest of the United States Government or other public authority.

10. Non-Transferability (Assignment and Subleasing). This Agreement is non-transferable and shall be valid only for Licensee. Licensee shall not at any time sublicense the premises or assign or encumber this Agreement, in whole or in part. There shall not be any change in the ownership or control of Licensee, and any attempted or purported assignment or sublicense or encumbrance or change of ownership or control shall be null and void and shall constitute an Event of Default by Licensee.

11. Indemnity. Licensee shall indemnify, defend, and hold harmless Licensor Parties from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and expenses) (collectively "Indemnified Claims") incurred in connection with the Permitted Activity, except to the extent that any such Indemnified Claims arise from Licensor's gross negligence or intentional misconduct. Licensee's obligations under this section shall survive the expiration or termination of this Agreement.

12. Exemption of Licensor. Licensee warrants, covenants and agrees that Licensor shall not be liable for injury to Licensee's business or any loss of income therefrom or for damage to the Licensee Equipment or other property located in, upon or about the Airport, whether belonging to Licensee Parties or any other person; nor shall Licensor be liable for any injury to the person of Licensee Parties, whether or not such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the leakage, breakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether or not such damage or injury results from conditions arising in or on any part or all of the Airport or in or on any of the improvements/facilities appurtenant thereto, or from other

sources or places, and regardless of whether or not the cause of such damage or injury or the means of repairing the same is inaccessible to Licensee. Licenser shall not be liable for any damages arising from any act or neglect on the part of any third parties.

13. Liens and Claims. Licensee shall not suffer or permit to be enforced against Licenser's title to the Airport, or any part thereof, any lien, claim or demand directly arising from the installation, maintenance, repair or removal of the Licensee Equipment, except for liens, claims or damages directly arising from the actions of Licenser. Licensee shall pay all such liens, claims and demands before any action is brought to enforce same against Airport; and Licensee shall hold Licenser and the Airport free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith. Licenser shall have the right at any time to post and maintain on the Airport such notices as may be necessary to protect Licenser against liability for all such liens, claims and demands. This Section shall survive expiration or termination of this Agreement.

14. Inability Of Licenser To Perform. This Agreement and the obligations of Licensee hereunder, including payment of License Fees, shall not be affected or impaired because Licenser is unable to fulfill any of its obligations or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Licenser.

15. Subordination. This Agreement is subordinate to Licenser's federal obligations and to Licenser's grant assurances to the FAA. In the event the FAA or another federal agency should determine that a provision of this Agreement violates Licenser's federal obligations or grant assurances, Licenser and Licensee shall amend this Agreement, or Licenser may terminate this Agreement, as necessary for Licenser to remain in compliance with its federal obligations and grant assurances.

16. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

17. Miscellaneous. This Agreement does not convey to Licensee any right, title or interest in or to the Equipment Locations or the Airport, but merely grants limited contractual rights and privileges. In no event shall this Agreement or any memorandum of this Agreement be recorded. This Agreement may not be assigned by Licensee, in whole or in part. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

18. 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.

Licensor:

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Madeleine Zavala
Email: mzavala@bur.org

Licensee:

Saab, Inc.
Attn: Legal Department
5717 Enterprise Parkway
East Syracuse, NY 13057
Attn: Legal Department
Shawna Lee
Senior Contracts Manager
Email: Shawna.Lee@saabinc.com

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

20. Recitals and Exhibits. All Recitals and the attached Exhibits 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.

21. 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 provisions 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.

22. Integration. This Agreement (including the attached Exhibits) represents the entire and integrated contract between the parties regarding Licensee's use of the Equipment Locations. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. 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.

23. Representations and Warranties. Licensor and Licensee each represents and warrants that (a) it has the authority to enter into this Agreement, (b) the execution, delivery and performance by it shall not result in any default or breach of any agreement, and (c) no other consent or approval is necessary for the execution, delivery and performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED:

Licensee:
Saab, Inc.

Licensor:
Burbank-Glendale-Pasadena Airport
Authority

By: Troy Barnes

By: _____

Print Name: Troy Barnes

Print Name: _____

Title: Contracts Administrator

Title: _____

Approved as to Form:

By: _____

Print Name: Terence Boga

Title: General Counsel

EXHIBIT A
SECURITY INFORMATION

EXHIBIT B
SECURITY INFORMATION

EXHIBIT C

Tenant Improvement Form

[Attached]

**REQUEST FOR APPROVAL
PROPOSED TENANT IMPROVEMENT**



**MUST BE SUBMITTED AT LEAST TEN BUSINESS DAYS PRIOR TO PROJECT
START DATE. LARGER PROJECTS REQUIRE ADDITIONAL LEAD TIME.**

1. INFORMATION

Tenant _____ Building # _____
 Name of Contact _____ Phone # _____
 Address _____ Email: _____
 Describe Proposed Improvements * _____

 Estimated cost of improvements _____
 Estimated start date _____ Completion date _____

***Attach sketches or drawings as required to clearly indicate the type, size, height
and location of proposed improvements***

2. PRE-CONSTRUCTION

Contractor _____ License # _____
 Address _____
 Contract Price _____ Phone # _____
 Construction Commencement Date _____ End Date _____

***Applicant must submit required Certificate of Insurance, Material and Labor Bond
two weeks prior to the start of construction***

Tenant Representative (Signed) _____ Date _____

3. INITIAL APPROVALS

Operations	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Business & Properties	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Engineering Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Environmental & Noise	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Fire Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
ICT Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Maintenance Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Safety Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Police & Security	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		

4. FINAL APPROVAL

Airport Administration (Reviewed by) _____ Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

The following procedures are to be followed by all Airport Tenants desiring to make improvements to their leasehold. Close adherence to the procedures and regulations outlined below will greatly aid in expediting the processing and approval of each Proposed Improvement.

1. Tenant shall complete Section 1 and 2 of this form and submit to: Burbank-Glendale-Pasadena Airport Authority, Business, Property and Administrative Services Department, 2627 Hollywood Way, Burbank, CA 91505.
2. Upon receipt of this Request Form, the Business, Property and Administrative Services Department will review the Proposed Improvement and, if the proposal is considered to be basically acceptable, it will then be forwarded to Airport Engineering for further review and evaluation. However, if the proposal is not considered to be basically acceptable, the Request Form will be returned to the Tenant accompanied by a written statement from the Authority as to why the request is being denied at this stage or if additional information is required.
3. In addition to the submission of the Tenant Improvement Form, Tenant shall also provide final plans and specifications for the Proposed Improvement. The plans and specifications shall conform to the following requirements: five (5) sets of plans and specifications shall be submitted by the Tenant with this form to Business, Property and Administrative Services Department for review by all applicable Airport Departments with final review and approval by Airport Administration.
4. The Business, Property and Administrative Services Department and Engineering Department will determine any impact of the Proposed Improvement on the Airport Master Plan, Airport Facilities, Navigable Airspace Requirements of Federal Aviation Regulations Part 77, and/or if it conforms to the Airport Rules and Regulations.
5. Prior to the start of construction and after all insurance and bond requirements have been satisfied, an Indemnification & Defense Agreement has been submitted to the Authority, and Building permits and any other necessary permits are on file with the Authority, a pre-construction meeting must be held in the Authority Administrative offices. When all of these requirements have been satisfied, approval to begin construction will be granted on the Tenant Improvement Form and a copy returned to the Tenant. The form will indicate whether approval has been granted, and if not granted, the reason for denial.
6. All Tenants shall, within thirty (30) days after completion, submit to Business, Property and Administrative Services Department one set of "as built" plans. Also, an itemized summary of construction costs shall be forwarded to Business, Property and Administrative Services Department. The itemized summary shall be signed by the contractor and notarized.

NOTES: a.) For smaller projects costing less than \$5,000, the Authority may, at its discretion, waive any or all of the above requirements.
b.) Airport approval does not constitute a substitution of approval from any other governmental agency having jurisdiction.

PLANS AND SPECIFICATIONS

Plans shall be drawn to scale and dimensioned on standard size drawing sheets for future reference and file retention, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it conforms to the provisions of the governing codes, ordinances, rules and regulations. The minimum number of drawings normally acceptable with each set of plans submitted for final review and approval will generally consist of a plot plan, foundation plan, floor plan, elevations, framing section and details. Electrical, plumbing, heating and air conditioning plans and details shall be submitted when applicable. Foundation recommendations, including calculations and a soils investigation report shall be submitted when appropriate or requested by Airport Engineering. All design documents, including required calculations, shall be prepared, stamped, and signed by a licensed professional engineer or architect registered in the State of California. Engineers shall be licensed for the specific discipline required. Drawings/specifications and/or calculations prepared by contractors and/or fabricators will not be acceptable.

OTHER REQUIREMENTS INSURANCE REQUIREMENT

Contractor shall take out and maintain during the period of the Contract the following insurance and amounts unless a larger amount is specified on the Approval Request Form:

Comprehensive General Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
	\$1,000,000 for Personal Injury for each occurrence.
Comprehensive Automobile Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
Workers' Compensation:	California statutory requirements

Liability policies shall name the Burbank-Glendale-Pasadena Airport Authority as an Additional Insured. Certificates of Insurance on all policies shall be filed with Business, Property and Administrative Services Department. Each of said insurance policies shall contain a provision requiring the insurer to notify the Burbank-Glendale-Pasadena Airport Authority ten (10) days prior to the cancellation or material change in the Policy.

BOND REQUIREMENT

The Tenant shall require the contractor to obtain a material and labor bond equal to the contract price of the work. A copy of said bond shall be forwarded to Airport Engineering.

INDEMNIFICATION & DEFENSE AGREEMENT

The Tenant and its Contractor agree to and do hereby indemnify, defend and hold harmless the Burbank-Glendale-Pasadena Airport Authority, and its officers, agents, employees and contractors from all claims, demands, liabilities, losses, damages, costs and expenses, of any nature whatsoever, caused by or arising from, directly or indirectly, any act or omission (including, without limitation, negligent acts, negligent omissions, willful misconduct and any violation of the terms of that certain Lease between Tenant and Authority in, on or near the Bob Hope Airport by Contractor, or its subcontractors, agents or employees (including without limitation work done by Contractor for Tenant on Tenant's leased premises).

PREVAILING WAGES

As part of Tenant's obligations under the terms of the Lease to comply with applicable law, Tenant acknowledges and agrees that if Tenant is provided improvement funds from the Burbank-Glendale-Pasadena Airport Authority, or a rent credit based on timely construction of improvements, then Tenant shall (and shall cause its contractors to) pay prevailing wages for such improvements and shall otherwise comply with California Labor Code Sections 1720 et seq. (including all recordkeeping and reporting requirements).

EXHIBIT D

Federal Requirements

For purposes of this Exhibit, references to “Contractor” shall be deemed to refer to Licensee.

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.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / ATX INC.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated _____ 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and ATX INC. (“Consultant”), a Nevada 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: architectural, engineering, and project management services related to concessionaire tenant improvements in the Replacement Passenger Terminal.

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. “Account Manager”: Stephanie Gunawan-Piraner
- B. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
- C. “Commencement Date”: March 17, 2025.
- D. “Contract Administrator”: Stephanie Gunawan-Piraner or a duly authorized designee.
- E. “Contract Limit”: \$1,648,044.
- F. “Executive Director”: John Hatanaka or a duly authorized designee.
- G. “Expiration Date”: March 17, 2027 unless extended as provided below.
- H. “Federal Requirements” the federal requirements set forth in the attached Exhibit E, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- I. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

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

K. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit D.

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

M. “Task Order”: a written work order, in the form set forth in the attached Exhibit C, that specifies an architectural, engineering, or project management assignment to be performed by Consultant.

N. “TBI”: TBI Airport Management, Inc.

2. Services.

A. Consultant 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. Consultant shall perform the Services on a Task Order basis. Each Task Order shall be executed and dated, by the Contract Administrator on the Authority’s behalf and by the Account Manager on Consultant’s behalf, prior to Consultant’s commencement of work on the project. Task Orders shall be numbered sequentially and shall be subject to all terms and conditions of this Agreement.

C. Consultant shall perform all work to 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.

D. 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. The base term of this Agreement shall be two years commencing on the Commencement Date and expiring on the Expiration Date, unless earlier terminated as provided below.

B. The Authority shall have one option by which it may extend the term of this Agreement by one year in its sole discretion. To exercise the extension option, the Authority shall give written notice to Consultant at least 30 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 15 days prior written notice to the other party.

4. Compensation.

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

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. 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 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.

8. 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.

9. 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.

10. 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 any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, 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 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 reasonable attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, which arise out of, pertain to, or relate to the 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 sole 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 the Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the Authority, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith or in enforcing the indemnity herein provided. Consultant's duty to defend pursuant to this section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees.

C. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or the Indemnitees.

D. All duties of Consultant under this section shall survive termination or expiration of this Agreement.

11. 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.

12. 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.

13. 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

Consultant
ATX INC.
435 Sunridge Dr.
Oceanside, CA 92056
Attn: Robert Potoski
E-mail: bob@atxgrp.com

14. 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.

15. 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.

16. Exhibits. Exhibits A through E 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 D, 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 E, the provisions of Exhibit E shall prevail.

17. 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.

18. Incorporation of Task Orders. Executed Task Orders 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 a Task Order, the provisions of this Agreement shall prevail.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

ATX INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

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

ATTACHMENT A SCOPE OF SERVICES

All work is to be done in accordance with the latest edition of the applicable local, state and federal laws. The scope of services will generally fall into the below phases:

Concept Development Phase

1. Pre-design
 - a. Assist the Authority with the development of Project Key Activity Checklist
 - b. Provide lease exhibits based on actual field condition constructed, as required
 - c. Other activities as required
2. Design Kick off
 - a. Coordinate with the tenants on various project requirements and expectations
 - b. Review of initial documents, including but not limited to submitted concept design, project key personnel, schedule, and work plan.
 - c. Other activities as required
3. Concept Development
 - a. Coordinate and facilitate tenant's efforts to develop design concept.
 - b. Provide expertise to the Authority on feasibility, opportunities, and risks associated with proposed concepts.
 - c. Other activities as required

Design Phase

4. 30%, 60%, 90%, and 100% Design Review and Coordination:
 - a. Provide review of design plans and specs to ensure compliance with Tenant Design Standards, Tenant Construction Information, and available utility capacity.
 - b. Review other deliverables, including schedules, budget, sample boards, etc.
 - c. Advise the Authority on any foreseeable issues that may impact project completion, such as long lead items, deferred submittals, permitting process, etc.
 - d. Ensure all comments are being addressed
 - e. Coordinate with all departments within the Authority on their review comments and project requirements
 - f. Coordinate plan review, presentations, and permitting with the City of Burbank Building Official and other City departments
 - g. Provide feedback to tenants during construction procurement process, including review construction procurement documents, contractors qualifications and project timeline, and provide recommendations as required

ATTACHMENT A SCOPE OF SERVICES

- h. Facilitate any required field verification processes
- i. Other activities as required

Construction Phase

- 5. Preconstruction
 - a. Coordinate all preconstruction meeting between the tenant and all project stakeholders
 - b. Ensure all documents are in place for preconstruction, including schedules, logistics plans, safety and security plan, access/badging, and other relevant items.
 - c. Other activities as required
- 6. Construction
 - a. Monitor project schedules, including identification and tracking of materials and equipment procurement
 - b. Ensure project site is in compliance with the Tenant Construction information, including dust control, temporary utilities, site lease lines, etc.
 - c. Coordination of area and utility shutdown requests between the Replacement Passenger Terminal Design-Builder and the tenants.
 - d. Track any field changes, ensure all affected Airport groups are notified and have approvals from building officials, if needed.
 - e. Coordinate inspections from various internal Airport groups, and ensuring inspections tied to permits are scheduled as appropriate
 - f. Ensure proper labelling on all MEP equipment
 - g. Ensure accurate as-built records are being maintained on plans
 - h. Ensure all required activities and required inspections for opening day are completed timely
 - i. Collect all sign-off from various approving agencies for the Authority's records
 - j. Other activities as required
- 7. Punch List
 - a. Coordinate punch list walk with tenant and other project stakeholders
 - b. Confirm, with collaboration with stakeholders, all punch list items have been completed.
 - c. Ensure timely completion of punch list
 - d. Other activities as required
- 8. Close Out
 - a. Complete close out checklist and provide all project documentation to the Authority.
 - b. Other activities as required

EXHIBIT B
Fee Schedule

FEE SCHEDULE

Consultant shall submit the Proposal in writing on this form. BGPAA may deem any proposal submitted without the completed Cost Proposal Form to be non-responsive. Consultant shall state all information on the Cost Proposal Form clearly and legibly, in the manner indicated. Any errors may, at the sole discretion of BGPAA, constitute grounds for BGPAA's rejection of the Proposal.

	DESCRIPTION OF TASKS	NOT TO EXCEED COST
1	Concept Development Phase	\$179,830
2	Design Phase	\$854,192
3	Construction Phase	\$614,022
	TOTAL	\$1,648,044

The Design-Builder shall submit labor and overhead rates for all staff proposed for all phases of the Project using the table below.

Proposed Labor Cost Multipliers

	Direct Labor Rate	Escalation to Midpoint	Overhead Rate	Profit	Proposed Multiplier	
	2023 Rate	1.00	1.46	7%	2.63	
SR. PM / TC #1	\$72.35	\$79.77	\$116.49	\$13.74	2.63	\$210.00/hr
SR. PM / TC #2	\$72.35	\$79.77	\$116.49	\$13.74	2.63	\$210.00/hr
Principal /Account Mgr.	\$122.31	\$134.85	\$196.93	\$23.22	2.63	\$355.00/hr

Consultant shall provide a management and staffing plan in a table format that lists all the project tasks and proposed team member names to each project task and their level of responsibility for each task. The management and staffing plan must indicate all Key

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

ATTACHMENT B
FEE SCHEDULE

Firm's Name: ATX INC.

Respondent Name: ROBERT POJOSKI

Authorized Signature: [Signature]

Title: MES, Date: 11/3/2024

EXHIBIT C
Task Order Form



Procurement Department
 2627 N. Hollywood Way
 Burbank, CA 91505

P: 818-840-8840 E: purchasing@bur.org
 Burbank-Glendale-Pasadena Airport Authority

TASK ORDER (TO)

To Firm:	
SA/P.O. No:	Account No.:
T.O. Order No:	Effective Date:
T.O. Revision No:	Revision Date:
Originator:	Phone No:

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

Additional sheet(s) attached? Yes No

Please check if applicable: Statement of Work attached Specification attached Other attachment

DESCRIPTION / SERVICE CATEGORY:

Task Order Pricing Basis

Time & Materials, Fee Schedule/Rates: <input type="checkbox"/>	Lump Sum: <input type="checkbox"/>
Estimated not-to-exceed amount: \$ _____	\$ _____ Total Lump Sum (As agreed in advance, to successfully complete the described services.)
Estimated revision amount: \$ _____	
Total of previous revisions: \$ _____	
Current estimated not-to-exceed amount: \$ _____	

This Task Order is also a Notice to Proceed immediately with the services described, with final completion on _____. **Time shall be of the essence in the performance of this Task Order.**

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.

Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representatives of the parties as indicated below:

 Company Name

 Burbank-Glendale-Pasadena Airport Authority
 Company Name

 Authorized Signature

 Authorized Signature

 Name

 Name

 Title

 Title

 Date

 Date

EXHIBIT D
Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E
Non-AIP Project Federal Requirements

References in this Exhibit to “Contractor” shall be deemed to refer to Consultant. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

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.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / RS&H California, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated March 17, 2025, for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and RS&H California, 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: Design Services for Landside Projects.

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

B. “Commencement Date”: March 17, 2025.

C. “Contract Administrator”: Aaron Galinis or a duly authorized designee.

D. “Contract Limit”: \$1,536,699

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

F. “Expiration Date”: December 17, 2027

G. “Federal Requirements” the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.

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

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

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

- K. “Services”: the tasks set forth in the attached Exhibit A.
- L. “TBI”: TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services on a Task Order basis. No work shall commence without a corresponding Task Order executed by the parties. No change to the scope of work, schedule, or compensation specified in a Task Order shall be valid unless authorized by a Task Order amendment executed by the parties.

B. Consultant 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.

C. Consultant shall perform all work to 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.

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

3. Term.

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

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

4. Compensation.

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

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. 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. Examination and Audit. Pursuant to Government Code Section 8546.7, the parties are subject to the examination and audit of the California State Auditor, at the Authority's request or as part of any audit of the Authority, for a period of three years after final payment under this Agreement.

8. 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.

9. 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.

10. 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.

11. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold the Indemnitees harmless from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") 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 Civil Code Section 2782.8(c).

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 reasonable attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, to the extent caused by the 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 except for such loss or damage arising from the sole 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 the Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the Authority, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith or in enforcing the indemnity herein provided.

C. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or the Indemnitees.

D. All duties of Consultant under this section shall survive termination or expiration of this Agreement.

12. 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.

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 Consultant.

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: Aaron Galinis
E-mail: agalinis@bur.org

Consultant
RS&H California, Inc.
369 Pine Street, Suite 610
San Francisco, CA 94104
Attn: Joseph P. Jackson
E-mail: joe.jackson@rsandh.com

15. 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.

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. Incorporation of Task Orders. Executed Task Orders 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 a Task Order, the provisions of this Agreement shall prevail.

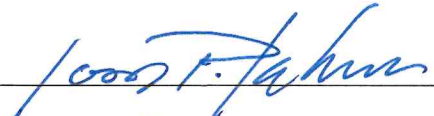
20. Counterpart Originals. This Agreement may be executed in counterpart originals.

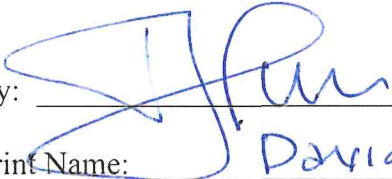
21. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be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

[SIGNATURES ON FOLLOWING PAGE]

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

RS&H California, Inc.

By: 
Print Name: Joseph P. Jackson

By: 
Print Name: David J Full

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

***Hollywood Burbank Airport
SE Quadrant Reconfiguration
Conceptual, Design, and
Bid Phase Services
Scope, Schedule, and Fee***

Version 2.0

September 20, 2024

Burbank-Glendale-Pasadena Airport Authority

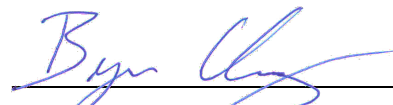
Hollywood Burbank Airport

Burbank, California

Project No.: E24-02

Prepared by RS&H California, Inc. at the direction of
the Burbank-Glendale-Pasadena Airport Authority

Submitted by:



Byron Chavez, P.E.

Contract Manager



I PROJECT DESCRIPTION

The Burbank-Glendale-Pasadena Airport Authority (Authority) owns and operates the Hollywood Burbank Airport (Airport or BUR). The Authority has selected RS&H California, Inc. (RS&H) to provide preliminary, design, bid, and construction phase services for the Southeast Quadrant Reconfiguration. Throughout this proposal and the SE quadrant reconfiguration, three conditions are considered as described below:

1. Interim Condition = Day 1 readiness for conversion of valet to self-park when RPT opens.
2. Final Condition = Completion of SE Quadrant reconfiguration.
3. Ultimate Condition = Operational adjustments beyond the final condition.

Due to the various milestones for the reconfiguration, the concept development, design, bidding, and construction services will need to be phased. The estimated phasing is as follows:

TABLE 1: ESTIMATED PHASING OF SE QUADRANT RECONFIGURATION

Phase	Description	Draft Schedule	Notes
1	Data Collection and Concept Development/Selection	Mid-November 2024 to Mid-May 2025	Dates shown are for concept development and selection. Data collection may extend beyond this period.
2	Reprogram Valet Parking Structure to Self-Park Facility <i>Design and Bidding</i>	June 2025 through January 2026	This includes reconfiguration to get to/from the surrounding airport roadways to the self-park facility.
3	Reprogram Valet Parking Structure to Self-Park Facility <i>Construction</i>	February 2026 through October 2026	Includes cutover on the first day of RPT occupancy.
4	SE Quadrant Reconfiguration <i>Design and Bidding</i>	March/April 2026 through June 2027	
5	SE Quadrant Reconfiguration <i>Construction</i>	July 2027 through December 2028	End date is approximate, assuming certain work cannot be completed until the existing terminal and short-term parking garage are demolished by October 2027. This will also be adjusted based on concept selected.
6	SE Quadrant Reconfiguration	TBD	Review and refine operation of roadways, parking, shuttles, and RITC

This proposal is for planning and conceptual design for the interim and final conditions, as well as design and bidding services for the interim condition which consists of the conversion of the current valet parking structure to self-park (Building 4000), encompassing project management, field data collection, and conceptual design documents, and is specific to Phases 1 and 2 as outlined in Table 1, providing the following:

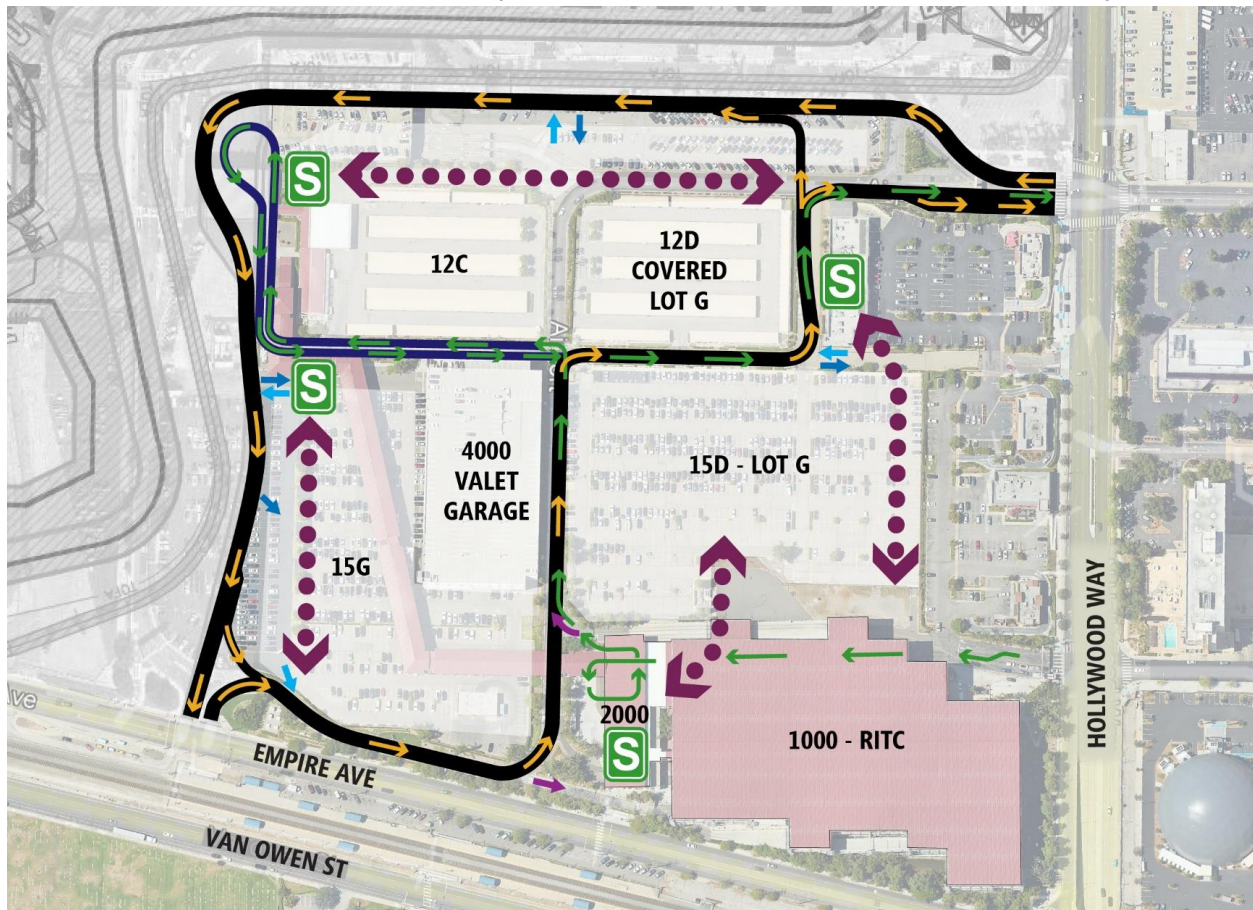
- » Reprogram the current valet parking structure as a self-park facility, including accommodating public traffic flow to and from points of structure ingress and egress, accessibility upgrades, and upgrades to MEP and fire protection systems (if required).
- » Provide updated wayfinding and signage for the structure's reprogrammed use as a public, self-park facility.
- » Design for the ticketing and payment equipment at entrance and exit points compatible with equipment used elsewhere at the Airport. The installation work itself may be performed by the Airport's vendor already under contract.
- » Work with Airport staff to design an efficient and intuitive traffic flow through airport roadways in the southeast quadrant to be implemented once the RPT is open, during and after the demolition of the existing terminal. The project anticipates potential traffic changes for passengers and shuttles alike, such as through a realigned loop road.
- » Three concepts for reconfiguration of the SE Quadrant to the Authority including a rough order of magnitude cost estimate and will support the Authority in selecting a preferred concept. Design and bidding for the preferred concept is not included in this task but is anticipated to be negotiated in a subsequent task.
- » Coordination with Airport, Airside designer and RPT Design/Builder to establish design and construction schedule for the Southeast Quadrant reconfiguration, review MOT requirements and confirm task responsibilities.
- » Design for refurbishment of the two (2) existing elevators within the Parking Structure.

RS&H and subconsultants (referred to as "RS&H Team" or "Team") along with assigned primary responsibilities for this task order can be found below.

- » RS&H – Management, Civil Engineering, Envision, Quality Management
- » HDR – Lead Traffic, Landside Planning, Civil/Roadway Design
- » Destination Enterprises– Cost Estimating and Scheduling
- » Wagner Engineering & Survey – Topographic Survey
- » Bess Test Labs – Subsurface Utility Engineering (SUE)
- » Polytechnique Environmental – Environmental Site Assessments
- » Gibson Transportation Consulting – Traffic Count Data and Traffic Engineering Support
- » RMA – Geotechnical Investigation and Materials Testing
- » Lerch Bates – Elevator Refurbishment Design

The general project limits are shown below.

FIGURE 1: GENERAL OUTLINE OF PROJECT AREA (FIGURE SHOWN IS SKETCH CONCEPT FROM PRESENTATION)



Specific work elements include the following:

- » **Conceptual Design and Coordination for Interim Condition:** When the RPT opens, the existing passenger parking and Regional Intermodal Transportation Center (RITC) will need to be available to passengers. A detailed cutover plan will be prepared, in collaboration with Authority staff and the design-builder, to allow efficient passenger access and circulation between the RPT, the RITC, and parking lots. Minor roadway and signage changes will be implemented to minimize passenger disruption.
- » **Concept Design and Selection for the Final Condition:** Once the existing terminal and parking structure are demolished, the roadways and parking circulation can be reconfigured for long-term use. This will include realigning roadways and sidewalks; creating shuttle bus stops; upgrading lighting, signage, and wayfinding; and providing ADA-accessible pedestrian paths.

- » **Design and Bidding for Interim Condition:** Design and preparation of bidding documents for the conversion of Building 4000 from valet operations to self-parking, including modifications and required upgrades to the garage, including vehicular and pedestrian circulation, construction of entry/exit plazas, and roadway reconfigurations. Plans will address the pre-cutover, cutover, and post-cutover phases.

The project will be evaluated and designed to the following FAA Advisory Circulars, national, state, local standards, and approved EIR/EIS as applicable, including (but not limited to):

- » FAA AC 150/5300-13B Airport Design
- » FAA AC 150/5370-2G Operational Safety on Airports during Construction
- » FAA AC 150/5370-10H Standard Specifications for Construction of Airports
- » FAA-AV 150/5360-12F Airport Signing and Graphics
- » FAA-AV 150/1360-13A Airport Terminal Planning
- » ACRP Report 40: Airport Curbside and Terminal Area Roadway Operation
- » ACRP Report 52 Wayfinding and Signing Guidelines for Airport Terminals and Landside
- » AASHTO Greenbook (Latest Edition)
- » Greenbook: Standard Specifications for Public Works Construction
- » California Building Code
- » City of Burbank Standard Plans
- » California Manual on Uniform Traffic Control Devices
- » Caltrans Standard Plans

II PROJECT TASKS

TASK 1 PROJECT MANAGEMENT AND OTHER DESIGN ELEMENTS

Task 1.1 Project Initiation and Setup

RS&H will initiate the project and set up contracts with the subconsultants. This task will also include setting up the project management plan, project management report, and quality control plan in accordance with RS&H SOP's that adhere to the Quality Control Plan.

Task 1.2 Ongoing Project Management

RS&H will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame. This task will include scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the team's efforts including assembly and coordination of all documentation.

RS&H will prepare and submit monthly progress reports and invoices to the Airport Project Manager during the entire duration of the phase services. Project management also includes monthly project and budget reporting to senior leadership to provide regular updates and to confirm RS&H Standard Operating Procedures (SOPs) and Quality Control Plan (QCP) are incorporated.

Task 1.3 Project Kickoff Meeting

The RS&H Team will meet with Airport staff for a project kickoff meeting, including a site walk. This meeting will begin by confirming the project scope, schedule, and needs for coordination. The RS&H Team will outline data requested from the Airport. Existing and anticipated operations in the SE Quadrant will be discussed, including anticipated constraints and issues. Particular attention will be given to current and anticipated parking lot entrances, exits, and operation; pedestrian patterns; and shuttle routes. This will be supplemented by a site walk with Airport staff, to provide a clear understanding of the conditions and constraints.

The RS&H Team will review constraints and objectives for the conversion of the existing garage from valet operation to self-parking with BUR staff.

Finally, this meeting will establish goals and metrics for the SE Quadrant realignment planning in cooperation with Airport staff. Potential goals may include:

- » Reusing existing facilities with minimal changes
- » All roadways operating at acceptable LOS in design year
- » Minimizing shuttle bus route length
- » Minimizing average/maximum walking distance
- » Minimizing total curb-to road travel time
- » Clarity of operation
- » Maintain or improve safety for vehicles and pedestrians

Anticipated metrics may include:

- » Roadway LOS
- » Shuttle route length and travel time
- » Pedestrian route length and conflicts
- » Estimated construction/operating costs
- » Number of parking spaces that can be accommodated
- » Feasibility for MOT to allow terminal and parking structure demolition

Task 1.4 Design Coordination Meetings and Presentations

Task 1.4.1 Design Meetings with Owner

RS&H Team members will coordinate and attend virtual coordination meetings with Airport staff to present issues in need of resolution, and coordinate design for the Southeast Quadrant Reconfiguration. It is assumed that the design meetings will include airport and parking operations and that separate meetings will not be held with these stakeholders. RS&H will keep a log of action items and maintain the design phase services design schedule. In addition to technical elements of the project, the following strategy items will be discussed in the design meetings:

- » Project Phasing
- » Project Scheduling
- » Other BUR Projects Interface
- » Airport, Tenant, City, FAA Coordination
- » Opinions of Probable Construction Costs

The RS&H Team will complete meeting preparation activities, prepare, and distribute meeting minutes, and assign appropriate follow-up activities.

Task 1.4.2 Coordination Meetings with Other Projects

The RS&H team will coordinate and attend virtual meetings with the Design/Builder of the terminal project and the airside project to coordinate amongst the various projects. It is assumed that the meeting agendas and minutes will be provided by the RS&H team.

Task 1.4.3 Internal Design Coordination

This task includes internal team coordination meetings throughout the duration of the design tasks to coordinate the various task items to provide a comprehensive and cohesive design product.

Task 1.4.4 Program Level Presentations

This task includes meetings/presentations at the program level to go over the scope of the project, project budgeting costs, and interfacing elements of the overall program.

Task 1.4.5 Agency Meetings

RS&H Team Members will coordinate and attend the following meetings to discuss progress, present issues in need of resolution and coordinate design. RS&H will keep a log of action items and maintain the design phase services design schedule. The RS&H Team will complete meeting preparation activities, prepare, and distribute meeting minutes, and assign appropriate follow-up activities.

- » City of Burbank - Traffic Control – 4 meetings

- » City of Burbank - Permitting – 2 meetings
- » Utility Owners – 4 meetings

TASK 2 REVIEW EXISTING CONDITIONS, RECORD DATA, AND REPORTS

The RS&H Team will collect relevant data from Airport staff, including as-built plans of roadways, structures, and parking facilities in the SE Quadrant; previous planning studies affecting the SE Quadrant including any conducted for the RPT, parking studies, projections, and historic utilization patterns; environmental documents and covenants or agreements affecting the SE Quadrant.

Task 2.1 Record Drawing / As-Built Research

The RS&H Team will conduct a comprehensive review of existing as-built information for Buildings 1000, RITC, 3000 (elevated walkway), 4000 (valet parking garage), roadways, parking lots, and utilities. This review will identify issues and opportunities related to self-parking and the Southeast Quadrant reconfiguration. The assessment will also include an evaluation of utility facilities that may impact the reconfiguration, including any current plans for reconfiguring or relocating the electrical facility (Building 13).

Task 2.2 Phase 1 Environmental Site Assessment

The RS&H Team will collaborate with Polytechnique Environmental to conduct a Phase 1 Environmental Site Assessment, which aims to identify potential or existing environmental contamination for both interim and final conditions, assessing the need for mitigation of hazardous substances. This task involves a comprehensive records review, a site inspection, and the preparation of a final report outlining findings and identifying conditions indicative of potential contamination. Additionally, the RS&H Team will work with Polytechnique to develop a Hazardous Material testing workplan for the Southeast Quadrant, focusing on areas where ground-disturbing activities are anticipated based on the selected preferred alternative for reconfiguration.

Task 2.3 Envision Assessment

During the planning phase, the RS&H Team will develop a framework to guide decision-making and design of the project towards Envision verification. Actual verification will not occur until the completion of the project, but key decisions made early can set the stage for success via integration of key elements into the design. The RS&H Team will conduct an Envision charette as part of Planning Workshop 2, using the Envision Pre-Assessment Checklist to identify opportunities and challenges. A framework will be developed for use in evaluation and refinement of the reconfiguration concepts, which will be incorporated into the Basis of Design.

TASK 3 FIELD DATA COLLECTION

Task 3.1 Site Review / Visits

The RS&H Team will conduct a detailed visual inspection of the site to determine the conditions of the project area. This activity is expected to be completed during one full day and will utilize Geospatial Technologies for field data collection, including geolocated site visit notes, to “bring the field to the office” by using the latest Esri Geographic Information System (GIS) software to collect field data through tablets that are paired with high-accuracy GPS receivers. This information will be converted to a Google Earth-supported file that can be easily accessed and utilized by the project team during the design coordination meetings. RS&H will photograph the current site condition, record the layout and condition of existing infrastructure, and other associated elements (such as grading, tie in elevations, haul route & contractor logistics, drainage, utilities, signage, markings, etc.) The findings of the visual inspection will be documented in the Engineers Report.

The RS&H Team will conduct visual inspections of the site throughout all tasks as part of the design efforts to gather specific information about the site, identify potential problems that may arise during construction, and meet with stakeholders.

Task 3.2 Topographic Survey

The RS&H team will coordinate and review specific geometric criteria required for final design survey and the development of a Digital Terrain Model (DTM) of the Southeast Quadrant. This includes topography, profile, and cross-sectional survey of existing roadways, drainage areas, above and below ground utilities, existing site improvements, and definition of any obvious topographic depressions. Field survey for the project will be performed in accordance with FAA and City of Burbank requirements. All surveying activities will be coordinated with the Airport prior to surveying. The design surveying scope of work is included in **Attachment B**, under Wagner Engineering & Survey scope of work.

Task 3.3 Subsurface Utility Engineering (SUE)

The RS&H Team will investigate the locations of existing storm drain lines, waterlines (potable and waste), natural gas, electrical and communication lines, and other existing utilities within the project limits to determine impacts and whether existing utilities need protection, relocation, and/or demolition. Using existing conditions data, field surveys, and topographic survey, The RS&H Team will identify locations and types of field investigations needed and will develop a field investigation plan for utility investigation of the utilities identified.

The RS&H Team will use the developed plan to investigate and confirm location of existing mentioned lines, utility access holes, valves, vaults, etc. within the project limits. Quality Level D, C, and B will be utilized during this phase to locate utilities. Quality Level A will not be provided at this phase of the project.

Based on a review of the field data against the proposed infrastructure design, utility lines needing protection and/or relocation will be identified. The identified utility improvements and protection information will be reviewed with Airport staff for confirmation and coordination for further investigation during the design.

The subsurface utility engineering scope of work is included in **Attachment B**, under Bess Test Labs' scope of work.

Task 3.4 Incorporate Topo and SUE information into Base Files

The RS&H Team will incorporate the topographic survey and SUE into the base files to be used for the project utilizing the Authority standards.

TASK 4 CONCEPT DEVELOPMENT AND PLANNING

The RS&H team will develop a concept for conversion of the existing valet garage (Building 4000) to self-parking operation, understanding that this will be a lead element to be implemented at cutover to the RPT. The RS&H team's concept will define garage operations at cutover, as well as a concept for pre-cutover preparation and implementation, as well as a concept for longer-term operation that may be incorporated into or modified by the SE Quadrant reconfiguration. Development of the Self Park concept will be conducted simultaneously with the Quadrant planning and will be integrated into the concepts developed in that task.

The level of project definition for concept development is 5-10% completion.

Task 4.1 Develop Baseline Transportation Conditions

Based upon available data provided by BUR, the RS&H team will define baseline transportation conditions to be used in developing and evaluating concepts for reconfiguration of the SE Quadrant. This may include data from the FEIS, traffic and planning studies, air traffic forecasts, etc. From these sources, the RS&H Team will identify estimated traffic volumes, proposed shuttle routes and service patterns, and parking lot assignment and usage.

Task 4.2 Parking Garage Assessment

The RS&H Team will assess Building 4000 to understand its conditions and needs for conversion to self-parking operations. This assessment will include ADA compliance, pedestrian circulation, parking space and vehicular circulation, building code compliance (restrooms), and structural conditions. As part of this task, the team will coordinate with airport staff to collect existing data and to understand operation plans and needs for self-parking operations. The RS&H Team understands that the garage was designed to accommodate conversion to self-parking, and it is anticipated that minimal updates will be required.

Task 4.3 Schematic Roadway Design

Due to demolition of the existing terminal, relocation of taxiways, and relocation of the AOA fence, the western and northern segments of the loop road will need to be relocated. As this relocated roadway will define access and parcels for the SE Quadrant, The RS&H Team will initially lay out two alignments for the relocated loop: an outer option tightly adjacent to the relocated AOA fence, and an inner option aligned with the Hollywood Way entrance and following the grid established by the parking lots. These alternatives will be used in developing the concepts for reconfiguration of the SE Quadrant, although they may be refined further as planning and design progress.

Task 4.4 VISSIM Sketch Model

The RS&H Team will develop a sketch VISSIM model for use in evaluating circulation options for the SE Quadrant. The model will include the signalized entrances along N Hollywood Way and Empire Avenue, the loop roadway, parking facility entrances and exits, and shuttle stops and routes. The model will be developed using available traffic projections and will be validated but will not be a fully-calibrated model. It will be used for visualization of circulation concepts, identification of weave/merge areas and locations of particular concern, and comparison of concepts, but it will not be used for formal estimates of measures of effectiveness for existing or opening-day conditions. The RS&H Team anticipates that a fully-calibrated design-level VISSIM model based upon post-cutover traffic conditions will be developed under scope to be developed in a subsequent phase of work.

Gibson will develop traffic volume input for use by the RS&H Team in the VISSIM sketch model, including present day, opening day, and design year. Input volumes will be developed based upon existing count data, previous traffic studies including projections of post-RPT travel patterns, historic parking facility usage data and capacities, and other available data sources. No travel demand modeling is forecasted, and professional judgement may be used to where available data is limited.

Task 4.5 Planning Workshops

The RS&H Team anticipates that planning the reconfiguration of the SE Quadrant will be an iterative process and will involve close coordination with the Authority and BUR staff. The process will revolve around a series of planning workshops to be conducted on-site, with participation as appropriate from parking operations, shuttle operations, security, facilities management, and senior management.

Task 4.5.1 Planning Workshop 1

The RS&H Team will present a summary of baseline data gathered to this point, including existing conditions, projected cutover conditions, and anticipated design year conditions. Specific issues to be presented include traffic volumes, flow patterns, parking facility usage, and

shuttle operations. It is understood that many of these may be revised further as the concepts are developed.

The RS&H Team will lead a schematic discussion of circulation concepts, including traffic flow, pedestrian flows, shuttle routings and stop locations, allocation of available land, desired/required facilities, and use of the existing elevated pedestrian walkway.

The RS&H Team will lead a schematic discussion of the proposed self-parking operation at the existing garage. This may include the circulation concept presented at the project interview, but it may also consider alternative flow concepts considering the proposed demolition perimeter.

Task 4.5.2 Planning Workshop 2

The RS&H Team will present three circulation concepts developed based upon information gathered in Planning Workshop 1. Together, these concepts will present a range of potential solutions, including alternate roadway locations and allocation of vacant land, extensive or limited shuttle stops, options for pedestrian walkability, and parking access. The RS&H Team will present a qualitative evaluation of each of the three options, discuss pros and cons of each, and obtain input from BUR.

The RS&H Team will present several options for conversion of Building 4000 to self-parking, including circulation within the SE Quadrant, as well as internal and external upgrades required within the garage.

Task 4.5.3 Planning Workshop 3

The RS&H Team will present three revised concepts, based upon those presented in Planning Workshop 2 and revised based upon guidance provided by BUR. The RS&H Team will present screening results based upon the goals and objectives and MOEs previously described and will work with BUR to identify a preferred concept as well as additional desired refinements.

The RS&H Team will present refined options for conversion of Building 4000 to self-parking and will work with Authority staff to identify the preferred option.

Task 4.5.4 Planning Workshop 4

The RS&H Team will present the preferred concept for reconfiguration of the SE Quadrant and will review the various elements included in the concept. Potential final refinements will be identified, so that this preferred concept can be advanced into the next stage of design.

The RS&H Team will present the preferred concept for conversion of Building 4000 to self-parking, along with concepts for pre-cutover, cutover, and long-term operation.

Task 4.6 Development of Concepts

The RS&H Team will develop three schematic concepts for reconfiguration of the SE Quadrant in an iterative design process with BUR staff. Development will begin based on information gathered in Planning Workshop 1, and will continue through Planning Workshops 2 and 3, with potential revisions to reflect discussion in Planning Workshop 3. The concepts will consider:

- » Elevated walkway
- » Parking facilities
- » Shuttle stops
- » Shuttle routes
- » Pedestrian routes and facilities
- » Traffic circulation
- » Street widths
- » Developable land
- » Current ADA standards
- » Cutover to RPT
- » MOT for Terminal and Parking Structure demolition
- » Circulation for conversion of Building 4000

These concepts will be presented at a schematic level in various stages, using available mapping and aerial photography as a base. Different mapping layers may be used to separate the various layers for clarity in presentation. Development of the concepts will generally be quantitative, although more detailed calculations or designs may be used to explore the feasibility of different alternatives. Conceptual plans will follow in parallel with development of the self-parking operations and the conceptual roadway plans. Draft cutover plans will be presented with the self-parking concept at Planning Workshop 3 and may be refined following that workshop for incorporation into the Basis of Design.

Task 4.7 Conceptual Roadway Design Development

Based on the planning workshops, traffic modeling and design parameters, The RS&H Team will develop a conceptual roadway plan for each of the three concepts for reconfiguration of the Southeast Quadrant. The plans will be shown on existing topographical mapping or aerial photography. The plans will show roadway width and centerlines, pavement markings and lane and median widths. Since pedestrian circulation will be critical to the passenger experience, the roadway plans will also show sidewalk widths, crosswalks and potential shuttle stops configurations.

Conceptual Roadway Design Development will follow in parallel with the Development of three Concepts and may be used to guide development of those concepts. Draft conceptual roadway

designs will be presented with the planning concepts at Planning Workshop 3 and may be refined following that workshop for further use.

Assumptions:

1. Typical cross-sections will not be required.
2. Roadway profiles will not be required.

Task 4.8 Analysis and Screening of Concepts

Following Planning Workshop 2, The RS&H Team will conduct a screening of the three design concepts. This screening will be based on the metrics and goals established at the planning kickoff meeting. The screening may be qualitative with quantitative evaluation consistent with the schematic level of development.

Task 4.9 ROM Cost Estimate of Concepts

The RS&H Team will prepare an Order-of-Magnitude (ROM) construction cost estimate for each of the three concepts. The estimate will be developed at a high level and are not intended for budgeting purposes but rather to serve as one factor in evaluating the three concepts.

Task 4.10 Conceptual Plans

Following selection of the preferred alternative, The RS&H Team will develop conceptual roadway plans for Day 1 Readiness preparation, Day 1 operation, and long-term operation of Building 4000 as self-parking prior to reconfiguration of the SE Quadrant. The plans will be shown on existing topographical mapping or aerial photography. The plans will show roadway width and centerlines, pavement markings and lane and median widths. Since pedestrian circulation will be critical to the passenger experience, the roadway plans will also show sidewalk widths, crosswalks and potential shuttle stops and routings.

Assumptions:

1. Typical cross-sections will not be required.
2. Roadway profiles will not be required.

Task 4.11 Presentation of Concepts – Planning Report

The RS&H Team will prepare a submittal package that will include a summary of the planning process, plans for the three alternatives, ROM cost estimates and an evaluation table highlighting the pro/cons for each alternative, and documentation of the preferred option selected at Planning Workshop 3 and refined at Planning Workshop 4.

Task 4.12 Parking Technology

The RS&H Team will develop a conceptual plan for parking technology required to implement self-parking in Building 4000, including location of ticketing equipment, utility and communications connections, and criteria for compatibility with other airport systems.

Task 4.13 Basis of Design

The RS&H Team will prepare a Basis of Design report that will summarize assumptions and standards to guide further design work on the SE Quadrant reconfiguration. The BOD report will include the preferred planning concept, applicable standards and references, and relevant data collected in this phase.

Task 4.14 Selection of Preferred Reconfiguration Concept by BUR

The RS&H Team will support the Authority in selection of a preferred design concept for the SE Quadrant through presentation of supporting materials at Planning Workshop 3 and 4.

Task 4.15 Quality Control Review

The RS&H Team will conduct in-house quality control review of the SE Quadrant concepts, planning report, and Basis of Design prior to submittal to the Authority.

TASK 5 INTERIM CONDITION DESIGN

The RS&H Team will advance the valet to self-park conversion of Building 4000 through design and bidding based upon the concept advanced to Basis of Design. Plans will include provisions for Day 1 Readiness, Day 1 Operation, and longer-term operation until reconfiguration of the SE Quadrant.

Based on information provided by the Authority, the RS&H Team understands that Building 4000 was designed for eventual conversion to self-parking operations, and that the structure should not require any retrofits other than wayfinding, pavement markings, revenue control, and pedestrian and vehicular access. With this understanding, the design scope for interim condition design primarily includes three elements: civil design, maintenance of traffic/phasing and signing, and pavement marking plans, and incorporates the following assumptions:

- » Civil design is assumed to be limited to those changes required for self-parking access to Building 4000, potentially including entry/exit plazas, sidewalks and ADA accessible ramps, shuttle stops, and access driveways. No new roadway construction/reconstruction or drainage modification is anticipated. Utility involvement will be limited to power and communications for parking revenue control equipment serving self-parking operation of Building 4000. These improvements are anticipated to be limited to the area of Lot F and Building 4000 and the immediately adjacent roadways. It is anticipated that the required improvements can be shown on three plan sheets at 1"=20' scale, with additional sheets as required for details, notes, and special provisions.
- » Maintenance of traffic/phasing plans will be developed for construction during Day 1 readiness preparation prior to cutover, and for any longer-term adjustments to be made following cutover. Due to type and locations of the modifications, it is anticipated that

construction can be accommodated within parking lots, requiring phasing plans to maintain operations; or using standard short-term traffic control plans, with no detours or other advance signing required on- or off-site. This project will not modify the existing traffic signal operations entering/existing the SE Quadrant. MOT plans may be developed at 1"=20' or 1"=40' as appropriate.

- » Signing and Pavement Marking Plans (SPM) are anticipated to accommodate Day 1 operation and to be suitable for extended operation until reconfiguration of the SE Quadrant. It is assumed that these plans will include both reconfiguration of Building 4000 and Lot F to accommodate self-parking, and will include appropriate signing, wayfinding, and pavement marking modifications. Additionally, these plans will need to accommodate larger changes in access due to the anticipated closure of portions of the existing loop road during demolition of the existing terminal and short-term garage. It is anticipated that this will include detouring internal quadrant traffic via North Hollywood Way and Empire Avenue. Accordingly, the SPM will be extensive, covering the entire SE Quadrant as well as adjacent portions of N. Hollywood Way and Empire Avenue and up to ¼ mile beyond the SE Quadrant. It will not include modifications to regional signs on freeways or away from the immediate SE Quadrant area. The SPM will use the existing wayfinding and signage to the extent possible, and required modifications to support Day 1 operations will be implemented using short-term signage or existing sign structures to the extent possible. Any complete revision to the airport wayfinding system, if required, could be included in the reconfiguration of the SE Quadrant, but is not included in this scope. SPM plans may be developed at 1"=20' or 1"=40' as appropriate.

Based upon the above understanding and assumptions, design work has been scoped as follows, separated into interim and final condition submissions.

Task 5.1 60% Design Phase (Design Development)

Task 5.1.1 Prepare 60% Design Documents

The RS&H Team will prepare 60% drawings, technical specifications, quantity takeoffs, opinion of probable construction cost (OPCC), and a 60% Engineer's Design Report. The intent of the 60% design will be to further refine the components of the project and begin to provide details to supplement the plans.

The plan development at the 60% level will include of wayfinding and signage for the structure's reprogrammed use as a public, self-park facility including phasing, maintenance of traffic, reconfiguration of roadways, pedestrian routing, shuttle stops, pedestrian circulation, and construction of entry/exit plazas.. The development of the 60% complete design will be in coordination with Airport staff for their input.

The engineer's OPCC for the 60% complete design will be a Class 3 estimate as defined by the AACE International Recommended Practice No. 18R-97 and will carry a 15% design evolution contingency that will be reduced in subsequent deliverables.

Task 5.1.2 Quality Control Review

The RS&H Team will conduct in-house quality control review of the 60% complete design plans, specifications, OPCC, quantity takeoffs, and an Engineer's Design Report prior to submittal to the Authority.

Task 5.1.3 Submittal of 60% Design Documents

The RS&H Team will submit the 60% design plans, specifications, OPCC, and Engineer's Design Report to the Authority for review, comment, and approval to proceed to 90% design. The Authority and other involved parties will provide written comments to RS&H within two weeks of the submission of documents that may affect the direction of the project. See Section IV Deliverables for additional submittal information.

Task 5.1.4 60% Design Review Meeting

The RS&H Team will prepare for and attend one (1) meeting virtually to review the 60% Design submittal. RS&H will provide written minutes of the meeting and distribute them to all attendees.

Task 5.2 90% Design Phase (Construction Documents)

Task 5.2.1 60% Review Comment Incorporation

The RS&H Team will review all comments received from the Authority and other stakeholders from the previous submittal review and incorporate applicable comments into plans, specifications, OPCC, and Engineer's Design Report. This task will include the review of each comment and a comment response log on how it will be incorporated into the documents, or why it was not applicable. Conflicting comments between stakeholders will be brought up during design coordination meetings for determination on which comment to adhere to. The comment response log will be submitted to the Authority.

Task 5.2.2 Prepare 90% Design Documents

The RS&H Team will prepare 90% drawings, technical specifications, quantity takeoffs, opinion of probable construction cost (OPCC), and a 90% Engineer's Design Report. The 90% Design will identify, evaluate, and resolve specific elements of the project for a technically sound and economically complete project.

The plan development at the 90% level will include advanced development of wayfinding and signage for the structure's reprogrammed use as a public, self-park facility including phasing, maintenance of traffic, reconfiguration of roadways, pedestrian routing, shuttle stops, pedestrian

circulation, and construction of entry/exit plazas.. The development of the 90% complete design will be in coordination with Airport staff for their input.

The engineer's OPCC for the 90% complete design will be a Class 2 estimate as defined by the AACE International Recommended Practice No. 18R-97 and will carry a 5% design evolution contingency that will be reduced in subsequent deliverables.

Task 5.2.3 Quality Control Review

The RS&H Team will conduct in-house quality control review of the 90% complete design plans, specifications, OPCC, quantity takeoffs, and an Engineer's Design Report prior to submittal to the Authority.

Task 5.2.4 Submittal of 90% Design Documents

RS&H will submit the 90% design plans, specifications, OPCC, and Engineer's Design Report to the Authority for review, comment, and approval to proceed to 100% design. The Authority and other involved parties will provide written comments to RS&H within two weeks of the submission of documents that may affect the direction of the project. See Section IV Deliverables for additional submittal information.

Task 5.2.5 90% Design Review Meeting

The RS&H Team will prepare for and attend one (1) meeting virtually to review the 90% Design submittal. RS&H will provide written minutes of the meeting and distribute them to all attendees.

Task 5.3 100% Design Phase (Permitting Documents)

Task 5.3.1 90% Review Comment Incorporation

The RS&H Team will review all comments received from the Authority and other stakeholders from the previous submittal review and incorporate applicable comments into plans, specifications, OPCC, and Engineer's Design Report. This task will include the review of each comment and a comment response log on how it will be incorporated into the documents, or why it was not applicable. Conflicting comments between stakeholders will be brought up during design coordination meetings for determination on which comment to adhere to. The comment response log will be submitted to the Authority.

Task 5.3.2 Prepare 100% Design Documents (Permitting Documents)

The RS&H Team will prepare 100% drawings, technical specifications, quantity takeoffs, opinion of probable construction cost (OPCC), and a 100% Engineer's Design Report. The 100% Design will identify, evaluate, and resolve specific elements of the project for a technically sound and economically complete project.

The plan development at the 100% level will include final development of wayfinding and signage for the structure's reprogrammed use as a public, self-park facility including phasing, maintenance of traffic, reconfiguration of roadways, pedestrian routing, shuttle stops, pedestrian circulation, and construction of entry/exit plazas. The development of the 100% complete design will be in coordination with Airport staff for their input.

The engineer's OPCC for the 100% complete design will be a Class 1 estimate as defined by the AACE International Recommended Practice No. 18R-97 and will carry a 0% design evolution contingency.

Task 5.3.3 Quality Control Review

The RS&H Team will conduct in-house quality control review of the 100% complete design plans, specifications, OPCC, quantity takeoffs, and an Engineer's Design Report prior to submittal to the Authority.

Task 5.3.4 Submittal of 100% Design Documents

RS&H will submit the 100% design plans, specifications, OPCC, and Engineer's Design Report to the Authority for bidding purposes. See Section IV Deliverables for additional submittal information.

TASK 6 INTERIM CONDITION BIDDING SERVICES

Task 6.1 Permitting Comment Incorporation

The RS&H Team will review all comments received from City permitting and incorporate applicable comments into plans and specifications.

Task 6.2 Prepare Bidding Documents with Permitting Comments

The RS&H Team will prepare bidding documents which will be the same as the 100% documents with permitting comments incorporated.

Task 6.3 Quality Control Review

The RS&H Team will conduct in-house quality control review of the bidding design plans and specifications prior to submittal to the Authority.

Task 6.4 Bidding Assistance

Task 6.4.1 Pre-Bid Conference

The RS&H Team will prepare for and attend a pre-bid conference at the Airport. RS&H will describe specific elements of the project as requested by the Authority, receive comments, record the minutes of the conference, and distribute them to the Airport's authorized representative and prospective contractors.

Task 6.4.2 Distributing, Receiving, and Resolving Questions

The RS&H Team will assist in the distribution, receiving, and resolving questions throughout the bidding process.

Task 6.4.3 Prepare and Issue Addenda

The RS&H Team will assist in the preparation of addenda to revise plans, specifications and other contract documents prepared by the RS&H Team to (1) provide clarifications, (2) correct discrepancies, or (3) correct errors and/or omissions. RS&H will submit this information in hard copy format and via PDF for the Authority to distribute to plan holders.

Task 6.5 Prepare and Issue Conformed Documents

The RS&H Team will submit the updated plans and specs incorporating the permitting comments received and necessary to be incorporated to obtain permits. See Section IV Deliverables for additional submittal information.

TASK 7 ELEVATOR REFURBISHMENT DESIGN

Based on the Condition Assessment Report (dated February 16, 2024) prepared by Lerch Bates Inc., the recommendation for the two (2) existing elevators is to conduct Full Modernization for both Elevator 1 and Elevator 2. Even though the existing elevators were installed in 2013, the elevator manufacturer no longer supports the equipment in the United States making these elevators obsolete and unserviceable. In order to comply with ADA standards for the facility, it is recommended to replace the existing elevators.

Note: For the elevator scope of work, it is typical for the elevator manufacturer/vendor to provide final design post-project award. Depending on the manufacturer or contractor means and methods, this may trigger structural, electrical, lighting, and fire life safety modifications post-project award. An allowance for this potential work will be recommended.

Task 7.1 Elevator Survey and Report

The RS&H Team will conduct a detailed survey of all existing accessible equipment to determine the current condition, remaining service life, and potential reuse. A written report documenting the results will be provided with modernization options.

Task 7.2 Elevator Construction Documents

The RS&H Team will prepare a performance-based equipment specification for the potential contractor to appropriately bid on the elevator refurbishment scope of work.

Task 7.3 Elevator Bidding and Negotiation

The RS&H Team will provide support during the bidding process to ensure the potential contractor is provided all necessary information and clarification to appropriately bid on the elevator refurbishment scope of work. A knowledgeable representative will attend the pre-bid job walk and to respond timely to any questions during the bidding.

III MEETINGS AND PRESENTATIONS

The RS&H Team will prepare for and attend the following meetings:

Task / Description	Frequency	Virtual or In-Person	No. of Meetings
Task 1.3 Project Kickoff Meeting	Once	In-Person	1
Task 1.4.1 Design Meetings with Owner	Bi-Weekly	Virtual	27
Task 1.4.2 Coordination Meetings with Other Projects	Quarterly	Virtual	4
Task 1.4.4 Program Level Presentations	Quarterly	Virtual	4
Task 1.4.5 Agency Meetings			
City of Burbank - Traffic Control	Quarterly	Virtual	4
City of Burbank - Permitting	Biannual	Virtual	2
Utility Owners	Quarterly	Virtual	4
Task 2.3 Envision Assessment Presentation	Once	In-Person	1
Task 4.5 Planning Workshops			
Task 4.5.1 Planning Workshop 1	Once	In-Person	1
Task 4.5.2 Planning Workshop 2	Once	In-Person	1
Task 4.5.3 Planning Workshop 3	Once	In-Person	1
Task 4.5.4 Planning Workshop 4	Once	In-Person	1
Task 4.11 Presentation of Concepts – Planning Report	Once	Virtual	1
Task 5 Interim Condition Design			
Task 5.1.4 60% Design Review Meeting	Once	Virtual	1
Task 5.2.5 90% Design Review Meeting	Once	Virtual	1
Task 6.4.1 Pre-Bid Conference	Once	In-Person	1
Total			55

The table above does not include internal RS&H team meetings as well as site/field visits and inspections. Meetings under *Task 1.4.1 Design Meetings with Owner* will not occur on weeks where other meetings, whether virtual or in-person, are also set to occur.

IV DELIVERABLES

The RS&H Team will provide the following deliverables:

Task / Description	Hard Copy Amounts	Deliverables
Task 1.3 Project Kickoff Meeting	N/A	Meeting Agenda and Minutes
Task 1.4 Design Coordination Meetings and Presentations	N/A	Meeting Agenda, Minutes, Action Item Logs, and Presentations
Task 1.5 Envision Assessment	N/A	Framework Memo
Task 2.2 Phase 1 Environmental Site Assessment	N/A	Final report outlining findings. Hazardous Material testing workplan.
Task 3.1 Site Review / Visits	N/A	Google Earth .kmz file with georeferenced photos
Task 3.2 Topographic Survey	N/A	CAD file of surveyed areas
Task 3.3 Subsurface Utility Engineering	N/A	PDF of located utilities
Task 4.5 Planning Workshops	N/A	PDF of presentations / minutes
Task 4.6 Development of Concepts	N/A	PDF of concepts
Task 4.7 Conceptual Roadway Design Development	N/A	PDF of conceptual roadway plans
Task 4.9 ROM Cost Estimates of Concepts	N/A	PDF of estimates
Task 4.10 Conceptual Plans	4	Conceptual roadway plans
Task 4.11 Presentation of Concepts – Planning Report	4	Planning Report
Task 4.13 Basis of Design	4	Basis of Design Report
Task 5 Interim Condition Design		
Task 5.1 60% Design Phase	4	Plans, Specs, Engineer's Design Report, and OPCC
Task 5.2 90% Design Phase	4	Plans, Specs, Engineer's Design Report, and OPCC
Task 5.3 100% Design Phase	4	Plans, Specs, Engineer's Design Report, and OPCC
Task 6.5 Bid Doc Phase	10	Plans, Specs, Engineer's Design Report, and OPCC

All deliverables will also be provided in electronic format.

V PROJECT SCHEDULE

The RS&H Team will provide the above referenced services within the following schedule (or as mutually agreed upon by the Authority and RS&H).

Milestone	Duration
NTP	Mid-November 2024
Task 3 Field Data Collection	Mid-November 2024 thru January 2025
Task 4 Interim Condition Conceptual Phase	February 2025 thru May 2025
Task 5 Interim Condition Design	June 2025 thru December 2025
Task 5.1 60% Design Phase	TBD
Task 5.2 90% Design Phase	TBD
Task 5.3 100% Design Phase	TBD
Task 6 Interim Condition Bidding	January 2026
Interim Condition Construction	February 2026 thru October 2026

The actual schedule may vary significantly as the project design progresses and the scope is further developed. Delays to the proposed design schedule outside of the Consultant's control may require re-evaluation of the proposed schedule and / or design fees.

VI ASSUMPTIONS AND EXCLUSIONS

The following assumptions have been made for this Scope of Work:

- » The proposed demolition of the legacy terminal building and short term parking lot by the Design/Builder will not widely vary from that which was provided to the RS&H team.
- » Low impact development (LID) will be needed for the interim condition as part of converting the valet parking garage to short-term parking.
- » As part of the interim condition design, it is not necessary to perform Quality Level A utility investigation and if needed for the final condition, that can be performed during the final condition design as part of a separate proposal.

- » Geotechnical investigations / engineering is not needed for the interim condition design and will be completed in a future proposal for the final condition design.
- » Traffic counts will be conducted following cutover to the RPT to more accurately capture reconfigured traffic patterns, and thus are not included in this scope.

The following items are excluded from this Scope of Work:

- » Traffic count data, which is anticipated to be negotiated in a subsequent task.
- » Existing Terminal Demolition Design
- » Short term Parking Garage Demolition Design
- » Construction Safety and Phasing Plan
- » Phase II Environmental Site Assessment
- » Envision Certification
- » Structural or Seismic Analysis or Calculation of any structures
- » Rehabilitation of Elevator Design
- » Development of CAD files for any existing structure
- » Formal Project Risk Analysis
- » Quality Level A "Potholing" of utilities.
- » Geotechnical Investigations / Engineering
- » Value Engineering beyond Conceptual Design Documents
- » Construction Phase Services
- » Resident Project Representative (RPR) Services
- » Post-Construction Phase Services
- » Environmental Services other than what is outlined in the scope of services.
- » Life Cycle Cost Analysis for Project beyond those efforts described above.
- » QA Testing and As-Built Surveying
- » Agency/Permit Fees
- » FAA Coordination outside that explicitly noted herein.
- » LEED Design Standards
- » Airport Layout Plan (ALP) update
- » Reimbursable agreement assistance
- » Transportation Security Administration coordination
- » Design for Leadership in Energy and Environmental Design ("LEED") certification
- » Construction and closeout phase services, RPR services, construction materials acceptance testing, construction staking, and/or any other construction-related services
- » Closeout services

- » Additional meetings other than those identified in Section III.
- » Design and construction documents for the reconfiguration of the SE Quadrant, which is anticipated to be negotiated in a subsequent task.

VII PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Fixed Lump Sum Fee except for the following tasks that will be for a Maximum Cost-Plus Fee, Not to Exceed. See Attachment A & B for a breakdown of costs.

Task	Fee Type
Task 1.3 – Project Kick-off Meeting	Not-to-Exceed (Cost Plus)
Task 1.4 – Design Coordination Meetings and Presentations	Not-to-Exceed (Cost Plus)
Task 3.2 – Topographic Survey	Not-to-Exceed (Cost Plus)
Task 3.3 – Subsurface Utility Engineering	Not-to-Exceed (Cost Plus)
Task 4.5 – Planning Workshops	Not-to-Exceed (Cost Plus)

EXHIBIT B
Fee Schedule

Attachment A

RS&H Team Work Plan Fee Summary and RS&H Fee Breakdown



Hollywood Burbank Airport

SE Quadrant Reconfiguration

Task Order Cost Summary

Project Fee					
Consultant		Labor	ODCs	Total	
RS&H	SE Quadrant Reconfiguration (LS)	\$ 192,474	\$ 3,201	\$ 195,675	
	SE Quadrant Reconfiguration (T&M)	\$ 71,404		\$ 71,404	
	Subconsultant Markup (Labor only)	\$ 36,056		\$ 36,056	
Subtotal		\$ 299,934	\$ 3,201	\$ 303,135	
Subconsultant		Labor	ODCs	Total	% DBE
HDR	SE Quadrant Reconfiguration (LS)	\$ 826,790	\$ 19,000	\$ 845,790	
HDR	SE Quadrant Reconfiguration (T&M)	\$ 181,630	\$ -	\$ 181,630	
GIBSON	DBE - (LS)	\$ 23,900	\$ 100	\$ 24,000	1.6%
WAGNER	DBE - (T&M)	\$ 80,000	\$ -	\$ 80,000	5.2%
BESS	DBE - (T&M)	\$ 24,404	\$ 10,100	\$ 34,504	2.2%
POLYTECHNIQUE	DBE - (LS)	\$ 39,890	\$ -	\$ 39,890	2.6%
PARKINOLOGY	(LS)	\$ 10,000	\$ -	\$ 10,000	
LERCH BATES	(LS)	\$ 15,250	\$ 2,500	\$ 17,750	
Subtotal		\$ 1,201,864	\$ 31,700	\$ 1,233,564	
DBE Participation		\$ 168,194	\$ 10,200	\$ 178,394	11.6%
Total LS		\$ 1,129,110	\$ 24,801	\$ 1,151,411	
Total T&M		\$ 357,438	\$ 10,100	\$ 367,538	
Total Fee		\$ 1,501,798	\$ 34,901	\$ 1,536,699	

Version 2.1



Hollywood Burbank Airport

SE Quadrant Reconfiguration

Task Order Cost Summary (FY 2024-2025)

Project Fee					
Consultant		Labor	ODCs	Total	
RS&H	SE Quadrant Reconfiguration (LS)	\$ 139,594	\$ 3,201	\$ 142,795	
	SE Quadrant Reconfiguration (T&M)	\$ 45,721		\$ 45,721	
	Subconsultant Markup (Labor only)	\$ 22,232		\$ 22,232	
Subtotal		\$ 207,547	\$ 3,201	\$ 210,748	
Subconsultant		Labor	ODCs	Total	% DBE
HDR	SE Quadrant Reconfiguration (LS)	\$ 415,940	\$ 19,000	\$ 434,940	
HDR	SE Quadrant Reconfiguration (T&M)	\$ 131,675	\$ -	\$ 131,675	
GIBSON	DBE - (LS)	\$ 23,900	\$ 100	\$ 24,000	2.4%
WAGNER	DBE - (T&M)	\$ 80,000	\$ -	\$ 80,000	8.1%
BESS	DBE - (T&M)	\$ 24,404	\$ 10,100	\$ 34,504	3.5%
POLYTECHNIQUE	DBE - (LS)	\$ 39,890	\$ -	\$ 39,890	4.1%
PARKINOLOGY	(LS)	\$ 10,000	\$ -	\$ 10,000	
LERCH BATES	(LS)	\$ 15,250	\$ 2,500	\$ 17,750	
Subtotal		\$ 741,059	\$ 31,700	\$ 772,759	
DBE Participation		\$ 168,194	\$ 10,200	\$ 178,394	18.1%
Total LS		\$ 651,556	\$ 24,801	\$ 673,857	
Total T&M		\$ 281,800	\$ 10,100	\$ 291,900	
Total Fee		\$ 948,606	\$ 34,901	\$ 983,507	

Version 2.1



Hollywood Burbank Airport

SE Quadrant Reconfiguration

Task Order Cost Summary (FY 2025-2026)

Project Fee					
Consultant		Labor	ODCs	Total	
RS&H	SE Quadrant Reconfiguration (LS)	\$ 52,880	\$ -	\$ 52,880	
	SE Quadrant Reconfiguration (T&M)	\$ 25,683		\$ 25,683	
	Subconsultant Markup (Labor only)	\$ 13,824		\$ 13,824	
Subtotal		\$ 92,387	\$ -	\$ 92,387	
Subconsultant		Labor	ODCs	Total	% DBE
HDR	SE Quadrant Reconfiguration (LS)	\$ 410,850	\$ -	\$ 410,850	
HDR	Project Accountant	\$ 49,955	\$ -	\$ 49,955	
GIBSON	DBE - (LS)	\$ -	\$ -	\$ -	0.0%
WAGNER	DBE - (T&M)	\$ -	\$ -	\$ -	0.0%
BESS	DBE - (T&M)	\$ -	\$ -	\$ -	0.0%
POLYTECHNIQUE	DBE - (LS)	\$ -	\$ -	\$ -	0.0%
PARKINOLOGY	(LS)	\$ -	\$ -	\$ -	
LERCH BATES	(LS)	\$ -	\$ -	\$ -	
Subtotal		\$ 460,805	\$ -	\$ 460,805	
DBE Participation		\$ -	\$ -	\$ -	0.0%
Total LS		\$ 477,554	\$ -	\$ 477,554	
Total T&M		\$ 75,638	\$ -	\$ 75,638	
Total Fee		\$ 553,192	\$ -	\$ 553,192	

Version 2.1

Task	Description (T&M Labor Tasks in Blue)	RS&H	HDR	Gibson	Wagner	Bess	Polytechnique	Parkinology	Lerch Bates	Total	Eligible for PFC (Based on Non-Parking Scope %)	Meeting	Design	Eligible Total
1	Project Management and Other Design Elements													
1.1	Project Initiation and Setup	\$25,092.00	\$4,560.00							\$29,652.00	60%		\$17,791.20	\$17,791.20
1.1.1	Subconsultant Contracts	\$0.00	\$0.00											
1.1.2	Project Management Plan	\$0.00	\$0.00											
1.1.3	Project Management Report	\$0.00	\$0.00											
1.1.4	Quality Control Plan	\$0.00	\$0.00											
1.2	Ongoing Project Management	\$36,470.00	\$11,280.00							\$47,750.00	60%		\$28,650.00	\$28,650.00
1.2.1	Monthly Schedule Updates to Client	\$0.00	\$0.00											
1.2.2	Monthly Invoicing	\$0.00	\$0.00											
1.2.3	Project Management Report Monthly Updates and Reporting	\$0.00	\$0.00											
1.3	Project Kickoff Meeting (4hr)	\$3,952.00	\$28,080.00							\$32,032.00	60%	\$19,219.20		\$19,219.20
1.3.1	Preparation	\$0.00	\$0.00											
1.3.2	Meeting (In-Person)	\$0.00	\$0.00											
1.3.3	Documentation	\$0.00	\$0.00											
1.4	Design Coordination Meetings and Presentations	\$0.00	\$0.00											
1.4.1	Design Meetings with Owner ('24-'25 Bi-Weekly - 15 wks)	\$10,321.00	\$11,195.00							\$21,516.00	60%	\$12,909.60		\$12,909.60
1.4.1.1	Preparation	\$0.00	\$0.00											
1.4.1.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.1.3	Documentation	\$0.00	\$0.00											
1.4.1	Design Meetings with Owner ('25-'26 Bi-Weekly - 12 wks)	\$8,175.00	\$11,195.00							\$19,370.00	60%	\$11,622.00		\$11,622.00
1.4.1.1	Preparation	\$0.00	\$0.00											
1.4.1.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.1.3	Documentation	\$0.00	\$0.00											
1.4.2	Coordination Meetings with Other Projects ('24-'25 - 2 mtgs)	\$1,976.00	\$4,740.00							\$6,716.00	60%	\$4,029.60		\$4,029.60
1.4.2.1	Preparation	\$0.00	\$0.00											
1.4.2.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.2.3	Documentation	\$0.00	\$0.00											
1.4.2	Coordination Meetings with Other Projects ('25-'26 - 2 mtgs)	\$5,928.00	\$13,570.00							\$19,498.00	60%	\$11,698.80		\$11,698.80
1.4.2.1	Preparation	\$0.00	\$0.00											
1.4.2.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.2.3	Documentation	\$0.00	\$0.00											
1.4.3	Internal Design Coordination (Monthly)	\$10,969.00	\$31,760.00							\$42,729.00	60%	\$25,637.40		\$25,637.40
1.4.3.1	Preparation	\$0.00	\$0.00											
1.4.3.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.3.3	Documentation	\$0.00	\$0.00											
1.4.4	Program Level Presentations ('24-'25 - 2 mtgs)	\$1,158.00	\$1,200.00							\$2,358.00	60%	\$1,414.80		\$1,414.80
1.4.4.1	Preparation	\$0.00	\$0.00											
1.4.4.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.4.3	Documentation	\$0.00	\$0.00											
1.4.4	Program Level Presentations ('25-'26 - 2 mtgs)	\$3,474.00	\$1,200.00							\$4,674.00	60%	\$2,804.40		\$2,804.40
1.4.4.1	Preparation	\$0.00	\$0.00											
1.4.4.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.4.3	Documentation	\$0.00	\$0.00											
1.4.5	Agency Meetings	\$0.00	\$0.00											
1.4.5.1	City of Burbank - Traffic Control ('24-'25 - 1 mtg)	\$1,158.00	\$3,540.00							\$4,698.00	100%	\$4,698.00		\$4,698.00
1.4.5.1.1	Preparation	\$0.00	\$0.00											
1.4.5.1.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.5.1.3	Documentation	\$0.00	\$0.00											
1.4.5.2	City of Burbank - Permitting ('24-'25 - 1 mtg)	\$1,158.00	\$1,590.00							\$2,748.00	60%	\$1,648.80		\$1,648.80
1.4.5.2.1	Preparation	\$0.00	\$0.00											
1.4.5.2.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.5.2.3	Documentation	\$0.00	\$0.00											
1.4.5.3	Utility Owners ('24-'25 - 1 mtg)	\$1,158.00	\$3,610.00							\$4,768.00	100%	\$4,768.00		\$4,768.00
1.4.5.3.1	Preparation	\$0.00	\$0.00											
1.4.5.3.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.5.3.3	Documentation	\$0.00	\$0.00											
1.4.5	Agency Meetings	\$0.00	\$0.00											
1.4.5.1	City of Burbank - Traffic Control ('25-'26 - 3 mtgs)	\$3,474.00	\$10,620.00							\$14,094.00	100%	\$14,094.00		\$14,094.00
1.4.5.1.1	Preparation	\$0.00	\$0.00											
1.4.5.1.2	Meeting (Virtual)	\$0.00	\$0.00											
1.4.5.1.3	Documentation	\$0.00	\$0.00											
1.4.5.2	City of Burbank - Permitting ('25-'26 - 1 mtg)	\$1,158.00	\$2,890.00							\$4,048.00	60%	\$2,428.80		\$2,428.80

Task	Description (T&M Labor Tasks in Blue)	RS&H	HDR	Gibson	Wagner	Bess	Polytechnique	Parkinology	Lerch Bates	Total	Eligible for PFC (Based on Non-Parking Scope %)	Meeting	Design	Eligible Total
5.4.2.4	Opinions of Probable Construction Costs (OPCC)	\$0.00	\$0.00											
5.4.3	Quality Control Review	\$0.00	\$0.00											
5.4.4	Submittal of Documents	\$0.00	\$0.00											
6	Bidding Services - Day 1 Readiness	\$0.00	\$0.00											
6.1	Permitting Comment Incorporation	\$0.00	\$1,920.00							\$1,920.00	50%	\$960.00	\$960.00	
6.2	Prepare Bidding Documents with Permitting Comments	\$0.00	\$8,170.00							\$8,170.00	50%	\$4,085.00	\$4,085.00	
6.3	Quality Control Review	\$5,248.00	\$2,840.00							\$8,088.00	50%	\$4,044.00	\$4,044.00	
6.4	Bidding Assistance	\$9,044.00	\$17,730.00							\$26,774.00	50%	\$13,387.00	\$13,387.00	
6.4.1	Pre-Bid Conference (1 mtg @ 4 hr) - note lump sum	\$0.00	\$0.00											
6.4.1.1	Preparation	\$0.00	\$0.00											
6.4.1.2	Meeting (In-Person)	\$0.00	\$0.00											
6.4.1.3	Documentation	\$0.00	\$0.00											
6.4.2	Distributing, Receiving, and Resolving Questions	\$0.00	\$0.00											
6.4.3	Prepare and Issue Addenda	\$0.00	\$0.00											
6.5	Prepare and Issue Conformed Documents	\$1,456.00	\$6,900.00							\$8,356.00	50%	\$4,178.00	\$4,178.00	
7	Elevator Refurbishment Design	\$0.00	\$0.00					\$10,000.00	\$17,750.00	\$27,750.00	0%	\$0.00	\$0.00	
7.1	Elevator Survey and Report	\$2,048.00	\$0.00							\$2,048.00	0%	\$0.00	\$0.00	
7.2	Elevator Construction Documents	\$1,433.00	\$0.00							\$1,433.00	0%	\$0.00	\$0.00	
7.3	Elevator Bidding and Negotiation	\$1,433.00	\$0.00							\$1,433.00	0%	\$0.00	\$0.00	
	Labor Cost	\$263,878.00	\$1,008,420.00	\$24,000.00	\$80,000.00	\$34,504.00	\$39,890.00	\$10,000.00	\$17,750.00	\$1,478,442.00		\$194,103.00	\$693,723.70	\$887,826.70
	Expenses Cost	\$3,201.05	\$19,000.00							\$22,201.05	50%	\$11,100.53	\$11,100.53	
	Subconsultant Markup (Labor Only)	\$36,055.92								\$36,055.92	69%	\$24,716.33	\$24,716.33	
	Grand Total	\$303,134.97	\$1,027,420.00	\$24,000.00	\$80,000.00	\$34,504.00	\$39,890.00	\$10,000.00	\$17,750.00	\$1,536,698.97	60%	\$194,103.00	\$729,540.56	\$923,643.56



Hollywood Burbank Airport

SE Quadrant Reconfiguration

Task Order Costs - SE Quadrant Reconfiguration Preliminary, Design, and Bid Phase Services

RS&H Fee Detail

Title:	Contract Manager	Project Manager	Quality Control Manager	Task Lead	Civil Engineer	Environmental Consultant
Proposed Rate:	\$ 409.00	\$ 330.00	\$ 326.00	\$ 249.00	\$ 182.00	\$ 124.00

Task	Description (T&M Labor Tasks in Blue)																	Total
1	Project Management and Other Design Elements																	
1.1	Project Initiation and Setup		56	8		22												86
1.2	Ongoing Project Management	14	70			42												126
1.3	Project Kickoff Meeting (4hr)	4	4			4												12
1.4	Design Coordination Meetings and Presentations																	0
1.4.1	Design Meetings with Owner ('24-'25 Bi-Weekly - 15 wks)	4	15			15												34
1.4.1	Design Meetings with Owner ('25-'26 Bi-Weekly - 12 wks)	3	12			12												27
1.4.2	Coordination Meetings with Other Projects ('24-'25 - 2 mtgs)	2	2			2												6
1.4.2	Coordination Meetings with Other Projects ('25-'26 - 2 mtgs)	6	6			6												18
1.4.3	Internal Design Coordination (Monthly)	7	14			14												35
1.4.4	Program Level Presentations ('24-'25 - 2 mtgs)					2												4
1.4.4	Program Level Presentations ('25-'26 - 2 mtgs)		6			6												12
1.4.5	Agency Meetings																	0
1.4.5.1	City of Burbank - Traffic Control ('24-'25 - 1 mtg)		2			2												4
1.4.5.2	City of Burbank - Permitting ('24-'25 - 1 mtg)		2			2												4
1.4.5.3	Utility Owners ('24-'25 - 1 mtg)		2			2												4
1.4.5	Agency Meetings																	0
1.4.5.1	City of Burbank - Traffic Control ('25-'26 - 3 mtgs)		6			6												12
1.4.5.2	City of Burbank - Permitting ('25-'26 - 1 mtg)		2			2												4
1.4.5.3	Utility Owners ('25-'26 - 3 mtgs)		6			6												12
2	Review Existing Conditions, Record Data, and Reports																	
2.1	Record Drawing / As-Built Research		2			20		20										42
2.2	Phase 1 Environmental Site Assessment																	0
2.3	Envision Feasibility	2	8	8						36								54
2.3.1	Research and Documentation									120								120
2.3.2	Presentation of Recommendation (1 mtg @ 4 hr)	4	4	4						4								16
3	Field Data Collection																	
3.1	Site Review / Visits		2	8		40		40										90
3.2	Topographic Survey																	0
3.3	Subsurface Utility Engineering (SUE)																	0
3.4	Incorporate Topo and Sue information into Base Files																	0
3.5	Traffic Count Data																	0
4	Concept Development and Planning																	
4.1	Develop Baseline Transportation Conditions																	0
4.2	Parking Garage Assessment																	0
4.3	Schematic Roadway Design																	0
4.4	VISSIM Sketch Model																	0
4.5	Planning Workshops																	0
4.5.1	Planning Workshop 1 ('24-'25 - 1 mtg)		8			4		4										16
4.5.2	Planning Workshop 2 ('24-'25 - 1 mtg)		8			4		4										16
4.5.3	Planning Workshop 3 ('24-'25 - 1 mtg)		8			4		4										16
4.5.4	Planning Workshop 4 ('24-'25 - 1 mtg)		8			4		4										16
4.6	Development of Concepts																	0
4.7	Conceptual Roadway Design Development																	0
4.8	Analysis and Screening of Concepts	1	2			2		8										13
4.9	ROM Cost Estimate for Concepts																	0
4.10	Conceptual Plans																	0
4.11	Presentation of Concepts																	0
4.11	Presentation of Concepts - Planning Report (1 mtg @ 2hr)	2	2	2		2												8
4.12	Basis of Design																	0
4.13	Parking Technology																	0
4.14	Selection of Preferred Reconfiguration Concept By BUR																	0
4.15	Quality Control Review		4	8														12
5	Interim Condition Design - Day 1 Readiness																	
5.2	60% Design Phase (Design Development)	4	16	12		38		16			144							230
5.3	90% Design Phase (Construction Documents)	5	8	12		4												29



Hollywood Burbank Airport

SE Quadrant Reconfiguration

Task Order Costs - SE Quadrant Reconfiguration Preliminary, Design, and Bid Phase Services

RS&H Fee Detail

Title:	Contract Manager	Project Manager	Quality Control Manager	Task Lead	Civil Engineer	Environmental Consultant
Proposed Rate:	\$ 409.00	\$ 330.00	\$ 326.00	\$ 249.00	\$ 182.00	\$ 124.00

5.4	100% Design Phase (Permitting Documents)	1	4	8														13
6	Bidding Services - Day 1 Readiness																	
6.1	Permitting Comment Incorporation																	0
6.2	Prepare Bidding Documents with Permitting Comments																	0
6.3	Quality Control Review		8	8														16
6.4	Bidding Assistance	4	12		8	8												32
6.5	Prepare and Issue Conformed Documents					8												8
7	Elevator Refurbishment Design																	
7.1	Elevator Survey and Report		4			4												8
7.2	Elevator Construction Documents	1	2			2												5
7.3	Elevator Bidding and Negotiation	1	2			2												5
																		0
	Total LUMP SUM Hours	40	214	72	126	172	156	0	0	0	0	0	0	0	0	0	0	780
	Total LUMP SUM Labor Cost	\$ 16,360	\$ 70,620	\$ 23,472	\$ 31,374	\$ 31,304	\$ 19,344											\$ 192,474
	Total T&M Hours	25	105	6	85	16	4											241
	Total T&M Labor Cost	\$ 10,225	\$ 34,650	\$ 1,956	\$ 21,165	\$ 2,912	\$ 496											\$ 71,404
	Total Hours	65	319	78	211	188	160											1,165
	Labor Cost	\$ 26,585	\$ 105,270	\$ 25,428	\$ 52,539	\$ 34,216	\$ 19,840											\$ 263,878

Subtotal RS&H Labor \$ 263,878

Other Direct Non-Labor Costs:

Production and Permit Fees	Permit Fee	# Drawings	Cost	# Pages	Cost	# Sets	
Miscellaneous	\$ -						\$ -
Concept Plans		1	\$ 1.20	5	\$ 0.25	4	\$ 10
Concept Planning Report		1	\$ 1.20	50	\$ 0.25	4	\$ 55
Concept Plans - Basis of Design		1	\$ 1.20	50	\$ 0.25	4	\$ 55
Interim Condition Plans (Conformed Documents, Full Size)		4	\$ 1.20	12	\$ 0.25	10	\$ 78
Interim Condition Specifications (Conformed Documents)		4	\$ 1.20	100	\$ 0.25	10	\$ 298
Awarded Bid Plans (Record Drawings, 1 Full Size, 2 Half Size)		1	\$ 1.20	15	\$ 0.25	3	\$ 15
							\$ 510

Travel	# People	# Days	Miles	Lodging @	Meals @	Mileage @	Parking @	Airfare @	
Envision Presentation - Travel	2	2	60	\$ 250.00	\$ 66.00	\$ 0.55	\$ 24.00	\$ 600.00	\$ 2,691
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
									\$ 2,691

Subtotal RS&H Reimbursable \$ 3,201

Subconsultants	HDR	GIBSON	WAGNER	BESS	DE	POLYTECHNIQUE	PARKINOLOGY	LERCH BATES	
Subconsultant - Labor (LS)	\$ 826,790	\$ 23,900				\$ 39,890	\$ 10,000	\$ 15,250	\$ 915,830
Subconsultant - Labor (T&M)	\$ 181,630		\$ 80,000	\$ 24,404					\$ 286,034
Subconsultant - Expenses (LS)	\$ 19,000	\$ 100			\$ -	\$ -		\$ 2,500	\$ 21,600
Subconsultant - Expenses (T&M)				\$ 10,100					\$ 10,100

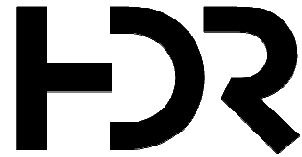
Subtotal Subconsultants \$ 1,233,564

Subconsultant Markup (Labor Only) 3% \$ 36,056

Total Proposed Fee \$ 1,536,699

Attachment B
Subconsultant Scopes and
Work Plan Fee Breakdown

HDR



Hollywood Burbank Airport

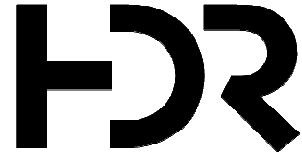
SE Quadrant Reconfiguration

Task Order Costs - SE Quadrant Reconfiguration Preliminary, Design, and Bid Phase Services

HDR - Fee Detail

Title:	Principal	Technical Advisor	Project Manager	Roadway Engineer/Deputy PM	Roadway Roadway Staff	Roadway EIT/Designer	Senior Traffic	Staff Traffic	Traffic EIT/Designer	Senior Civil	Staff Civil	Civil EIT	Project Accountant
Proposed Rate:	\$ 485.00	\$ 370.00	\$ 400.00	\$ 400.00	\$ 325.00	\$ 175.00	\$ 220.00	\$ 205.00	\$ 130.00	\$ 255.00	\$ 240.00	\$ 115.00	\$ 135.00

Task	Description (T&M Labor Tasks in Blue)													Total
1	Project Management and Other Design Elements													
1.1	Project Initiation and Setup			6										16
1.2	Ongoing Project Management			12										48
1.3	Project Kickoff Meeting (4hr)			14	18		32	44						108
1.4	Design Coordination Meetings and Presentations													0
1.4.1	Design Meetings with Owner ('24-'25 Bi-Weekly - 15 wks)					7	16			24				47
1.4.1	Design Meetings with Owner ('25-'26 Bi-Weekly - 12 wks)					7	16			24				47
1.4.2	Coordination Meetings with Other Projects ('24-'25)					4	8			8				20
1.4.2	Coordination Meetings with Other Projects ('25-'26)					10	24			24				58
1.4.3	Internal Design Coordination (Monthly)					64	16			32				112
1.4.4	Program Level Presentations ('24-'25 - 2 mtgs)			3										3
1.4.4	Program Level Presentations ('25-'26 - 2 mtgs)			3										3
1.4.5	Agency Meetings													0
1.4.5.1	City of Burbank - Traffic Control ('24-'25 - 1 mtg)					9	1	2						12
1.4.5.2	City of Burbank - Permitting ('24-'25 - 1 mtg)					3	1	2						6
1.4.5.3	Utility Owners ('24-'25 - 1 mtg)					9	1			2				12
1.4.5	Agency Meetings													0
1.4.5.1	City of Burbank - Traffic Control ('25-'26 - 3 mtgs)					27	3	6						36
1.4.5.2	City of Burbank - Permitting ('25-'26 - 1 mtg)					7	1	2						10
1.4.5.3	Utility Owners ('25-'26 - 3 mtgs)					27	1			6				34
2	Review Existing Conditions, Record Data, and Reports													
2.1	Record Drawing / As-Built Research				6	24		8						38
2.2	Phase 1 Environmental Site Assessment				2	8								10
2.3	Envision Feasibility													0
2.3.1	Research and Documentation													0
2.3.2	Presentation of Recommendation (1 mtg @ 4 hr)													0
3	Field Data Collection													
3.1	Site Review / Visits				2									2
3.2	Topographic Survey				2									2
3.3	Subsurface Utility Engineering (SUE)				2									2
3.4	Incorporate Topo and Sue information into Base Files				2	8	16							26
3.5	Traffic Count Data													0
4	Concept Development and Planning													
4.1	Develop Baseline Transportation Conditions							40	40					80
4.2	Parking Garage Assessment		8		8					40	20			76
4.3	Schematic Roadway Design				4	40	80	8						132
4.4	VISSIM Sketch Model							40	100					140
4.5	Planning Workshops													0
4.5.1	Planning Workshop 1 ('24-'25 - 1 mtg)			10		2	28	44						84
4.5.2	Planning Workshop 2 ('24-'25 - 1 mtg)			10		10	20	44						84
4.5.3	Planning Workshop 3 ('24-'25 - 1 mtg)			10		10	12	44						76
4.5.4	Planning Workshop 4 ('24-'25 - 1 mtg)			10		10	12	44						76
4.6	Development of Concepts	2	2		4	2	20	100	60			16		206
4.7	Conceptual Roadway Design Development				4	2	120	20	20					222
4.8	Analysis and Screening of Concepts				4	2	100	40	40					242
4.9	ROM Cost Estimate for Concepts				4	2	40	8				32		86
4.10	Conceptual Plans	4	2		4	2	100	40				40		192
4.11	Presentation of Concepts				4		8	16	8					0
4.11	Presentation of Concepts - Planning Report (1 mtg @ 2hr)													0
4.12	Basis of Design				4		16	8						28
4.13	Parking Technology		16			16	40					40		112
4.14	Selection of Preferred Reconfiguration Concept By BUR													0
4.15	Quality Control Review		2	2	4			4						12
5	Interim Condition Design - Day 1 Readiness													
5.2	60% Design Phase (Design Development)	4		12	38	16	404	144				272		890
5.3	90% Design Phase (Construction Documents)	2	2	10	52	12	172	92			130			472



Hollywood Burbank Airport
SE Quadrant Reconfiguration
Task Order Costs - SE Quadrant Reconfiguration Preliminary, Design, and Bid Phase Services
HDR - Fee Detail

Title:	Principal		Technical Advisor		Project Manager		Roadway Engineer/Deputy PM		Roadway Staff		Roadway EIT/Designer		Senior Traffic		Staff Traffic		Traffic EIT/Designer		Senior Civil		Staff Civil		Civil EIT		Project Accountant		
	Proposed Rate:	\$	485.00	\$	370.00	\$	400.00	\$	400.00	\$	325.00	\$	175.00	\$	220.00	\$	205.00	\$	130.00	\$	255.00	\$	240.00	\$	115.00	\$	135.00
5.4	100% Design Phase (Permitting Documents)																										286
6	Bidding Services - Day 1 Readiness																										
6.1	Permitting Comment Incorporation																										8
6.2	Prepare Bidding Documents with Permitting Comments																										42
6.3	Quality Control Review																										8
6.4	Bidding Assistance																										62
6.5	Prepare and Issue Conformed Documents																										30
7	Elevator Refurbishment Design																										
7.1	Elevator Survey and Report																										0
7.2	Elevator Construction Documents																										0
7.3	Elevator Bidding and Negotiation																										0
	Total LUMP SUM Hours																										3,636
	Total LUMP SUM Labor Cost																										\$ 826,790
	Total T&M Hours																										716
	Total T&M Labor Cost																										\$ 181,630
	Total Hours																										4,316
	Labor Cost																										\$ 1,008,420
Subtotal HDR Labor																										\$ 1,008,420	
Other Direct Non-Labor Costs:																											
Vehicles																											
Vehicle																										\$ 4,000	
																										\$ 4,000	
Travel																											
Travel																										\$ 13,000	
Mileage																										\$ 2,000	
																										\$ 15,000	
Subtotal HDR Reimbursable																										\$ 19,000	
Total Proposed Fee																										\$ 1,027,420	

GIBSON

Hollywood Burbank Airport

SE Quadrant Reconfiguration

Task Order Costs - SE Quadrant Reconfiguration Preliminary, Design, and Bid Phase Services

	Title:	Project Manager	Project Engineer	Administrative Assistant III	
Proposed Rate:	\$	225.00	\$	175.00	\$ 50.00
					Total

Task	Description				
5	Final Condition Concept Development				
5.1	Develop Baseline Transportation Conditions	36	30		66
5.2	Schematic Roadway Design				0
5.3	VISSIM Sketch Model	22	32		54
	Total Hours	58	62	0	120
	Labor Cost	\$ 13,050	\$ 10,850	\$ -	\$ 23,900
				Subtotal Labor	\$ 23,900
	Other Direct Non-Labor Costs:				
	Travel			\$	-
	Mileage			\$	100
	Vehicles			\$	-
	Printing			\$	-
				Subtotal Reimbursable	\$ 100
				Total Proposed Fee	\$ 24,000

WAGNER



PROPOSAL FOR SURVEYING SERVICES
HOLLYWOOD-BURBANK AIRPORT
SE QUADRANT RECONFIGURATION PRELIMINARY DESIGN
AND BID PHASE SERVICES

TO: Felipe Cifuentes, Senior Engineer, Aviation
RS&H
5901 W. Centry Blvd., Suite1030
Los Angeles, CA 90045
felipe.cifuentes@rsandh.com
Phone:

Date: 9/19/2024
Proposal : 09162024-01

SCOPE OF WORK:

Wagner Engineering & Survey, Inc. (WES) is pleased to submit the following proposal for survey services for the above referenced project. WES will perform the services as setforth below. Should the project require further tasks, an additional Purchase Order/Notice To Proceed on a Time & Materials basis per the Rate Schedule in effect at the time will be necessary in order for WES to continue its services.

DESCRIPTION OF TASKS TO BE PERFORMED:

Scope of Work: WES will be providing survey services on an as-needed basis.

TOTAL ESTIMATED COST

\$ 80,000.00 (Not to Exceed)

The following conditions apply to the above fee bid:

- 1. Payment is due in full at the time of Project delivery. Progress payments will be invoiced on a monthly basis. (Other payment arrangements must be specifically negotiated.)
2. Reimbursables will be billed at cost. (i.e.: blueprints, messenger services etc.).
3. Wagner Engineering & Survey, Inc. shall reserve the right to curtail work if invoice payments are not kept current.
4. This proposal is valid for 90 days or until October 1 of each year at which time the new annual rates are released, whichever comes first.

If you approve of this proposal, please sign below and return, and a contract will be prepared.

ACCEPTED BY:

DATE



CIVIL ENGINEERS • SURVEYORS • RIGHT-OF-WAYS

SBE • WBE • DBE • CERTIFIED

HOURLY RATE SCHEDULE
October 1, 2024, to September 30, 2025
(Subject to Annual Revision)
 First 8 Hours of Any Non-Holiday Weekday

<u>PROFESSIONAL AND OFFICE</u>	<u>HOURLY RATE</u>		
Principal Engineer/Surveyor	\$300		
Senior Project Manager	\$280		
Project Manager	\$240		
Survey Manager	\$240		
Office Manager	\$168		
Deputy Survey Manager	\$194		
Project Surveyor	\$194		
Right-of-Way (ROW) Manager	\$194		
Survey Technician III	\$152		
ROW/Survey Technician II	\$137		
ROW/Survey Technician I	\$121		
Engineering Manager	\$226		
Engineer/Planner III	\$184		
Engineer/Planner II	\$163		
Engineer/Planner I	\$137		
Designer III	\$147		
Designer II	\$137		
Designer I	\$121		
Research/Expeditor/Assistant Office Manager	\$147		
<u>FIELD SURVEY</u>	<u>Regular</u>	<u>OT</u>	<u>DT</u>
3-Person Party	\$505	\$601	\$695
2-Person Party	\$368	\$437	\$505
1-Person Party / Robotics	\$235	\$265	\$295

OTHER DIRECT COSTS

- Daily Per Diem – For projects exceeding 60 miles from our office. \$175.00 per day
- Parking, research, delivery charges (i.e., Federal Express) At Cost
- Mileage Current Fed. Rate

NOTES

- Normal survey crew equipment costs are included in the above rates.
- Time over 8 hours per day or any time on a Saturday is billed as overtime. Any time outside of a regular workday (6:00AM – 6:00PM), will be billed at 1.5 regular rate for the first 4 hours and 2.0 times regular rate after the first 4 hours. This is the Union rule for IUOE Local 12.
- Any time in excess of 8 hours on a Saturday, any time on Sunday, or any time on Union-designated holiday is billed as double time.
- Survey crew time is charged from crew arrival time to crew departure time at the job site.
- Our office procedure is to limit employee time charges to a maximum of 8 hours per day. No overtime charges to Clients will accrue without specific authorization from Client.
- Survey Office Time is billed in 30-minute increments.
- Field Survey Time is based on a 4-hour minimum, and 2 hour increments thereafter.

BESS

September 6, 2024

Quote No.: DW090624-01

RS&H
5901 W Century Blvd, Site 1030
Los Angeles, CA 90045
(310) 692-2052

Attention: Felipe Cifuentes, Senior Engineer

Reference: Burbank Airport SE Quadrant Reconfiguration
Proposal for Utility Locating Services

Dear Felipe,

Thank you for the opportunity to submit this proposal to provide utility locating and mapping services for the above referenced project. Bess Testlab, Inc. (BESS) is pleased to offer the following summary of our scope of services, conditions, schedule and fee proposal.

Project Summary

- Bess will provide Subsurface Utility locating services for the Burbank Airport SE quadrant reconfiguration using GPR, EM and CCTV locating methods to determine horizontal locations of existing underground facilities at the Burbank Airport located at 2620 N Hollywood Way in the City of Burbank, CA.

Scope of Services

- Utility Designation Services (Mark & Locate) – ASCE 38-02, Level “B”

BESS will perform utility investigation services using industry acceptable methods (i.e., electronic pipe and cable locating equipment, Ground Penetrating Radar (GPR), Pipeline Current Mapper (PCM), etc.) to determine the approximate horizontal position and count of existing utilities within the areas designated by RS&H. See attached exhibit map for a pictorial depiction of the proposed area(s) of utility investigation services. BESS field crews will use a combination of water-based paint and pin flags (in the appropriate APWA color) to mark the results of our investigation on the ground surface. BESS will compare any available utility record information (supplied by client) with the results of field investigation services to ensure all utilities have been accounted for. Utilities not identifiable by BESS field crews due to lack of utility record information or above ground appurtenances will be marked with pink paint on the ground surface and annotated as “Unknown” on project deliverables.

Gravity lines such as sewer, storm sewer, irrigation, etc., typically cannot be located using the above methods due to lack of tracer wire or depth of the utility being beyond the limitations for GPR. In the event we cannot locate these utilities and precise location and depth is needed, vacuum excavation (potholing) or CCTV pipeline inspection would be required and can be provided for an additional fee.

- CCTV Pipeline Inspection

At the discretion of RS&H, BESS will perform CCTV camera inspection services to locate and determine the depths of the existing sewer, storm drain, irrigation mains and culverts within the investigation area. BESS utilizes NASSCO, PACP, LACP and MACP certified operators to perform the inspection and POSM software to code and submit logs and videos of all inspections. This service can be performed where conventional locating methods fail to determine the information. In the event that a main line cannot be traversed due to a blockage or excess water, jetting and/or cleaning may be required.

September 6, 2024

Exclusions

The following are specifically excluded from our scope of services:

- Permitting
- Inspection Fees
- Traffic Control Plans
- Removal of locate and/or USA markings
- Additional utility potholes and/or crew hours without written approval
- Special backfill and/or asphalt restoration requirements (e.g., hot patch asphalt, half-sack slurry, aggregate base backfill...etc.)
- Any services not specifically addressed within the Scope of Services above without written approval.)

Fee Proposal

BESS proposes to perform the above referenced scope of services for the lump sum of \$34,504.00, to include the following services.

- Project Management
- Project Coordination
- Utility Locating Services
- CCTV
- Reports

Rates used for fees above are: Standard Prevailing Wage Night Rate Weekend Rate Overtime

Requests for additional services by written approval will be billed on a time and materials basis according to the attached fee schedule or based upon an approved scope and fee amendment.

Rates and Reimbursable Expenses

- Overtime applies after 8 hours of work and weekends.
- Hourly rates are portal to portal from our nearest office, unless specified otherwise.
- Hourly rates apply to day shift (typical BESS day shift hours are 7:00 AM to 3:30 PM).
- Prevailing wage and night rates will apply when necessary.
- Mileage expenses, if applicable, shall not exceed the rate established by the IRS for the current year.
- Lodging and meals, when necessary, will be charged at cost plus 10%, unless specified otherwise.
- Outside reproductions, shipping, services and consultants will be charged at cost plus 10%.
- Cost of normal field supplies are included in the hourly rates.
- CDF, Slurry, asphalt, concrete, class II bed rock, certified traffic control plans, core bits & saw blades, other materials/supplies will be charged at cost plus 10%.

Schedule

BESS will perform the work described in the above Scope of Services as expeditiously as practical, weather permitting, to meet a mutually agreed schedule upon receipt of your written authorization to proceed.

Utility locating services will begin within 72 hours from authorization to proceed. Please allow 2-3 working days from the completion of field activities for receipt of deliverables.

Potholing services will begin within 96 hours from authorization to proceed and receipt of pothole location request. Completion of this task will be dependent upon the number of potholes to be performed. Please allow 2-3 working days from the completion of potholing field activities for receipt of deliverables.

September 6, 2024

Attachments

The following documents are attached hereto and incorporated herein by reference:

- Authorization / Notice to Proceed
- Exhibit map designating project limits
- BESS Standard Agreement
- BESS Fee Schedule
- Hourly Rate Schedule

If acceptable, sign and return one (1) copy of the attached Authorization for our files.

We look forward to working with you on this project and appreciate the opportunity to provide you with this proposal. If you have any questions or need additional information, please feel free to contact me.

Respectfully,

Donald Whitman
Project Manager
Bess Testlab, Inc.
Donald@bessus.com
(951) 906-9821

September 6, 2024

Acceptance

Our receipt of the executed copy of this proposal will serve as our Notice to Proceed. This proposal is valid for thirty (30) days from the date of the proposal. If the proposal is not accepted within thirty (30) days, we reserve the right to revise or withdraw the proposal entirely at our discretion.

Prior to the commencement of work, BESS shall be provided with the following:

1. Preliminary Lien information including owner name and address
2. Provide a single point of contact for project
3. Any special conditions and or work restrictions on project and or project area
4. Soils report if available
5. Coordinate access to restricted areas when necessary
6. Reasonable advance notice of any potential project delays
7. Copy of Prevailing wage rates, if required, prior to authorization of contract
8. Name and address where to submit invoicing
9. Payment 60 days net or within 10 days of receipt of payment

Authorization / Notice to Proceed

I, the undersigned, have read, reviewed and accept the attached proposal, including attachments, and authorize Bess Testlab, Inc. to proceed with the work described above as witnessed and attested by my signature below.

Felipe Cifuentes / RS&H

By: _____
(Print or Type Name)

Date: _____

(Signature)

Title: _____

BESS TESTLAB, INC. STANDARD AGREEMENT PROVISIONS AND CONDITIONS

I. DESCRIPTION OF SERVICES:

- A. **BASIC SERVICES.** This contract provides for the performance of services referred to herein as Basic Services. The requirements for performance of said services are limited to those services explicitly stated in this Agreement for Utility Potholing and/or Locating Services.
- B. **ADDITIONAL SERVICES.** Any services which may be required after the commencement of the Project and that are not covered in the Agreement, shall be in addition to the Basic Services. Any Additional Services shall qualify for additional compensation at current rates. Any services needed to modify specifications or plans, originally produced as specified in the Contract Documents, in order to bring the construction cost within any limitation established by Client (based on bonafide bid prices) will be considered Additional Services and paid for as such by Client.
- C. **ADDITIONAL WORK AUTHORIZED IN WRITING.** The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
1. Field Order approved in writing by both parties;
 2. Drawing or sample approved in writing by both parties.
 3. Issuance of written interpretation of clarification approved in writing by both parties.
- D. **EXCLUSIONS.** Unless specifically included in the Basic Services or authorized as Additional Services, the following items are not included:
- | | |
|--|--|
| 1. Any work associated with sewage treatment facilities. | 7. Any work associated with a Development of Regional Impact study. |
| 2. Any work associated with water treatment facilities. | 8. Topographic and tree survey. |
| 3. Any work associated with archaeological, biological, ecological or environmental studies. | 9. Architectural services. |
| 4. Redesign due to changes imposed upon us by Client or which may be required in the event additional laws, regulations or policies and promulgated by governmental agencies subsequent to the date of this Agreement. | 10. Soils investigation and testing. |
| 5. Preparation of landscape and irrigation plans. | 11. Dredge and fill permits. |
| 6. Any requested changes after design is complete or partially complete. | 12. Restaking. |
| | 13. Rezoning and/or land use plan amendment. |
| | 14. All permit fees, filing fees, search fees, prints or other out-of-pocket expenses. |
| | 15. Participation in any litigation. |
- NOTE: These items can be provided and will result in additional compensation to Bess Testlab, Inc. if authorized by the Client.

II. STANDARD PROVISIONS:

- A. **PROPOSAL EXPIRATION DATE.** This proposal will remain valid for a period of ninety (90) days (unless otherwise stated) from the date of this Agreement. The rates and prices quoted on the Project are firm for a period not to exceed one (1) year. Any work required to be performed after that date may have costs adjusted to reflect the prevailing rates at that period of time.
- B. **INSURANCE REQUIRED.** The Bess Testlab, Inc. shall carry, at all times, and on all operations hereunder, Workers' Compensation insurance and general and automobile liability insurance.
- C. **LIMITATIONS OF RESPONSIBILITY.**
1. Neither Bess Testlab, Inc. authority to act under this Agreement of elsewhere in the Contract Documents or any decisions made by Bess Testlab, Inc. in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Bess Testlab, Inc. to any Contractor, and Subcontractor, and supplier, or any other person or organization performing any of the Work, or any surety for any of them.
 2. Whenever in the Contract Documents the terms as ordered, as directed, as required, as allowed, as approved, or terms of like effect or import are used, or the adjectives reasonable, suitable, acceptable, proper, or satisfactory, or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Bess Testlab, Inc. as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for general compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Bess Testlab, Inc. any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions in previous paragraphs.
 3. Bess Testlab, Inc. will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Bess Testlab, Inc. will not be responsible for Contractor's failure to perform or finish the Work in accordance with the Contract Documents.
 4. Bess Testlab, Inc. will not be responsible for the acts of omissions of Contractor or any Subcontractor, and Supplier, or of any other person or organization performing or furnishing any of the Work.
 5. Payment cannot be withheld for the poor performance of others. Bess Testlab, Inc. is entitled to prompt payment for services rendered regardless of the quantity or quality of work performance by any other Contractor engaged as part of this Project. Poor performance by others shall not be the basis for suspension of payment to Bess Testlab, Inc.
 6. It is necessary that Bess Testlab, Inc. be advised in writing at an early date or there are budgetary limitations for the overall Project Cost or Construction Cost. Bess Testlab, Inc. will endeavor to work within those limitations. If requested, and Bess Testlab, Inc. is compensated as Additional Services, Bess Testlab, Inc. will submit opinions as to the probability of completing construction within the budget and, where appropriate, suggest an adjustment in the budget or a revision in the extent or quality of the Project. The Client hereby acknowledges that estimates of probable construction costs cannot be guaranteed, and such estimates are not to be construed as a promise to design facilities within a cost limitation. If greater assurance as to probable construction costs is necessary, or if formal estimates are required, an independent cost estimator should be employed.
- D. **HAZARDOUS SUBSTANCE.** It is understood and agreed that in seeking the professional services of Bess Testlab, Inc. under this Agreement, the Client does not request Bess Testlab, Inc. to undertake uninsurable or potentially uninsurable obligations for the Client's benefit involving or related in any manner to hazardous substances. Therefore, Bess Testlab, Inc. undertakes no such obligation hereunder, and the Client agrees to hold harmless, indemnify, and defend Bess Testlab, Inc. from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminates or hazardous substances of any kind, or environmental liability of any nature, in any manner related to services performed by Bess Testlab, Inc. under this Agreement.
- E. **NOTIFICATION OF DEFECTS.** In order to mitigate losses from any claimed deficiency in the service(s) rendered by Bess Testlab, Inc. notification must be promptly given of such claimed deficiencies.
- F. **TERMINATION OF AGREEMENT.**
1. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
 2. This Agreement may be terminated by the Client upon at least seven (7) days written notice to Bess Testlab, Inc. in the event that the Project is permanently abandoned.
 3. In the event of termination not the fault of Bess Testlab, Inc., Bess Testlab, Inc. shall be compensated for all services (Basic Services and Additional Services) performed to termination date, together with any Reimbursable Expenses then due and Termination Expenses of ten percent (10%) of unbilled fees.
- G. **RIGHTS.** Failure of either party to enforce any of its right hereunder shall not constitute a waiver of such rights, or any other rights hereunder.
- H. **MISCELLANEOUS PROVISIONS.**
1. Bess Testlab, Inc. shall not be liable for failure to perform or for delay in performance of this contract due to fire, flood, strike, to other labor difficulty, act of any governmental authority, riot, embargo, car shortage, wrecks or delay in transportation, or any other unavoidable and unforeseeable cause beyond the reasonable control of either party.
 2. This Agreement shall be governed by the laws of the State of California.
 3. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have occurred in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Completion, not later than the Date of Issuance of the Final Certificate for Payment.
 4. The Client and Bess Testlab, Inc., respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither Client nor Bess Testlab, Inc. shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
 5. As a part of this Agreement, Bess Testlab, Inc. will be allowed to post an aesthetically pleasing sign of appropriate size and professional appearance on the Project site showing scope of services being provided and identifying the Project.
 6. This Agreement represents the entire integrated agreement between the Client and Bess Testlab, Inc. and supercedes all prior negotiations, representations

or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Bess Testlab, Inc.

III. DOCUMENTATION AND WORK PROJECT:

- A. **OWNERSHIP OF WORK PROJECT.** All original sketches, tracings, drawings, computations, details, design calculations and other documents and plans that result from Bess Testlab, Inc. services under this Agreement are and remain the property of Bess Testlab, Inc. as instruments of service. Where such documents are required to be filed with governmental agencies, Bess Testlab, Inc. will furnish copies to the Client upon request.
- B. **REUSE OF DOCUMENTS.** All documents including drawings and specifications prepared by Bess Testlab, Inc. pursuant to this Agreement are instruments or service in respect to the Project. They are not intended for, or represented to be suitable for, reuse by the Client or to others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Bess Testlab, Inc. for the specific purposes intended will be at Client's sole risk and without liability or legal exposure to Bess Testlab, Inc. Client shall indemnify and hold Bess Testlab, Inc. harmless from all claims, damages, losses and expenses including all attorney's fees, trials or appeals arising out of or resulting from any reuse. Any such verification or adaptation for use on extensions of the Project or any other project will entitle Bess Testlab, Inc. to further compensation at rates to be agreed upon by Client and Bess Testlab, Inc.

IV. AGENCY AND THIRD PARTIES:

- A. **AGENCY POWER FOR PERMITS, ETC.** Bess Testlab, Inc. personnel assigned to the Project are authorized by the Client to serve as his Agent in making application for permits.
- B. **RELATIONSHIP WITH OTHER CONSULTANTS.** Where other consultants are assigned to this Project by the Client, Bess Testlab, Inc. is authorized to work directly with said consultants, as required, to perform the service(s) outlined herein. The Client shall insure that such other consultants will be available to Bess Testlab, Inc. as required.
- C. **ADDITIONAL CONSULTANTS.** Bess Testlab, Inc. shall obtain separate authorization from the Client before obtaining any required subconsultants other than those required to perform the Basic Services and/or Additional Services specifically stated in the Agreement or any amendment thereto.

V. BASIS AND CONDITION OF PAYMENTS:

- A. **MONTHLY INVOICES.** Payments for Basic Services shall be billed on a monthly basis for work performed to date and shall be in proportion to services performed. Included in this billing shall be any charges for Additional Services and for Reimbursable Expenses as defined in Paragraph B below.
- B. **REIMBURSABLE EXPENSES.** Include actual expenditures made by Bess Testlab, Inc. in the interest of the Project. These expenses may include any of the following:
 - 1. Expense of any additional insurance coverage or limits, including professional liability insurance in excess of that normally carried by Bess Testlab, Inc., and Bess Testlab, Inc. consultants;
 - 2. Renderings and models requested by the Client;
 - 3. Expense of overtime work requiring higher than regular rates;
 - 4. Fees paid for securing permits, licenses and other approval of authorities having jurisdiction over the Project;
 - 5. Other out-of-pocket expenses including, but not limited to, Professional Associates (whose expertise is required to complete the Project), travel expenses (lodging, meals, etc.), job-related mileage, long distance telephone calls, printing, computer time charges, fax charges, etc., the charges for which shall include an administrative charge of fifteen percent (15%).
- C. **TERMINATION EXPENSES.** If the Project is suspended or abandoned in whole or in part for more than three months, Bess Testlab, Inc. shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in STANDARD PROVISIONS, Paragraph G.3. If the Project is resumed after being suspended for more than three months, Bess Testlab, Inc. compensation shall be equitably adjusted.
- D. **INTEREST AND COLLECTION COSTS.**
 - 1. **Late Payments:** If Client fails to make any payment due to Bess Testlab, Inc. for services and expenses within ten (10) days after receipt of Bess Testlab, Inc. invoice, the amounts due to Bess Testlab, Inc. shall include a finance charge of 1.5 percent per month, or eighteen percent (18%) per annum, from said 10th day.
 - 2. Should it be necessary to collect this account through an attorney, Client agrees to pay all costs of collection, including any reasonable attorney's fees, or fees for trials or appeals.

VI. UTILITY POTHOLING AND LOCATING TECHNICAL STANDARDS:

- A. **UTILITY POTHOLES.** Information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Utility Pothole) permits three-dimensional measurements, in relation to the existing surface elevation and surface features, to be taken on utilities for accurate location at each pothole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of potholes examined; however, Bess Testlab, Inc. provides no guarantee of the location of utilities on the site other than at the locations where potholes have been performed.
- B. **UTILITY LOCATING.** Utility locating services include the horizontal, above ground detection and marking of underground utilities. Ground Penetrating Methods are used to indicate the presence and surface position of buried utilities. Utility locating information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.
 - 1. The accuracy of utility locating designating and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Bess Testlab, Inc. will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Bess Testlab, Inc. provides no guarantee that all existing utilities on a particular site will be properly located using these methods.
- C. Utilizing Bess Testlab, Inc. utility locating and/or utility potholing services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins.
- D. Utility marks placed on the ground by Bess Testlab, Inc. are not to be used for construction purposes.
- E. Electronic Utility Designation is an indirect method of determining the existence and location of subsurface structures. As such, BESS offers this service to its clients without warranty. The information derived from this method SHOULD NEVER be used for design and only as an assessment tool in determining the possibility of underground structure existence.
- F. BESS offers this service on a "Best Effort" basis using industry acceptable methods (i.e., electronic pipe and cable locating equipment, Ground Penetrating Radar (GPR), Pipeline Current Mapper (PCM), etc.) to determine the approximate horizontal position of underground structures. The client, as demonstrated by signature below, agrees to hold BESS harmless of any liability through client's use of this information.
- G. The client has read and agrees with following key points of this service:
 - 1. Electronic Designation and Clearing CAN NOT identify non-conductive plastic, concrete, clay, non-shielded fiber optic lines or other non-conductive underground substructures even though they may exist in the area that is being investigated. Structures that cannot be located with conventional pipe locator will attempted to be located using GPR.
 - 2. Non-conductive and unobstructed gravity flow lines such as sewer, storm drain, irrigation, etc., will be designated using a Sonde/Pushrod method and only if there is access within 100 ft. of the target/goal area.
 - 3. Adverse site and underground soil conditions may affect GPR instrument readings giving highly inaccurate representations of underground structures.
 - 4. Electronic depths are NEVER documented, but may be field-reported solely at the discretion of field personnel depending upon their evaluation of the subsurface environment. In the event depths are requested and reported they should be considered as an approximation only and not a true representation of actual depths of structure which can only be obtained through potholing and visual verification of structure.
 - 5. Identification of the utility will be limited to those utilities that may be traced to physical structures that are clearly marked with the owner's identification. Utilities not identifiable by BESS field crews due to lack of utility record information or above ground appurtenances will be marked with PINK paint on the ground surface and annotated as "Unknown" on project deliverables.
 - 6. In order to prevent conflict with official markings done by utility operators or their representatives, all markings will be done in PINK paint. Utilities will be indicated by standard utility abbreviations that will be marked at no more than 50-ft. intervals. Colored dots will be used when confidence is high as to the type of utility detected and full color markings will only be used when located in places other than Public Right-of-Way.

Hollywood Burbank Airport

SE Quadrant Reconfiguration

Task Order Costs - SE Quadrant Reconfiguration Preliminary, Design, and Bid Phase Services

Donald Whitman Averill Punla Jakob Lawrence Uriel Jimenez Jackie Maciel Gloria Ye

Title: Project Manager Utility Locator Utility Locator CCTV Operator Utility Coordinator Admin / Payroll

Proposed Rate: \$ 160.50 \$ 158.54 \$ 158.54 \$ 187.46 \$ 89.88 \$ 89.88 Total

Task	Description								
3	Field Data Collection								
3.3	Subsurface Utility Engineering (SUE)	4	50	70	20	7	4		155
	Total Hours	4	50	70	20	7	4		155
	Labor Cost	\$ 642	\$ 7,927	\$ 11,098	\$ 3,749	\$ 629	\$ 360		\$ 24,404
								Subtotal Labor	\$ 24,404
	Other Direct Non-Labor Costs:								
	CCTV Truck								\$ 2,300
	EM/GPR Truck								\$ 7,800
									\$ -
									\$ -
								Subtotal Reimbursable	\$ 10,100
								Total Proposed Fee	\$ 34,504

POLYTECHNIQUE

Hollywood Burbank Airport

SE Quadrant Reconfiguration

Task Order Costs - SE Quadrant Reconfiguration Preliminary, Design, and Bid Phase Services

	Joohi Sood	Pat Toelkes	Birgit Haissig	Ankita Morari	Rafael Guerrero	ODC	Casey Kinaan	
Title:	Project Officer	Project Manager	PM/Construction Admin. V	Engineer III	Engineer I	EDR	Administrative Assistant III	
Proposed Rate:	\$ 205.00	\$ 195.00	\$ 100.00	\$ 160.00	\$ 140.00	\$ 350.00	\$ 60.00	Total

Task	Description								
2	Review Existing Conditions, Record Data, and Reports								
2.1	Record Drawing / As-Built Research						1	6	7
2.1.1	Valet Parking and RITC Parking Structure As-builts	4	8		8				20
2.1.2	Roadway As-builts	4	8		8				20
2.1.3	Utility As-builts	4	8		8				20
2.2	Phase 1 ESA and Phase II Workplan	16	48	24	56	30			174
	Total Hours	28	72	24	80	30	1	6	241
	Labor Cost	\$ 5,740	\$ 14,040	\$ 2,400	\$ 12,800	\$ 4,200	\$ 350	\$ 360	\$ 39,890
								Subtotal Labor	\$ 39,890
	Other Direct Non-Labor Costs:								
	Travel								\$ -
	Mileage								\$ -
	Vehicles								\$ -
	Printing								\$ -
								Subtotal Reimbursable	\$ -
								Total Proposed Fee	\$ 39,890

LERCH BATES

BURBANK GLENDALE-PASADENA AIRPORT AUTHORITY
BURBANK, CALIFORNIA

MODERNIZATION
CONSULTING SERVICES PROPOSAL

JANUARY 7, 2025

PREPARED FOR:

Greg Kim
Senior Project Manager, Aviation
Greg.Kim@RSandH.com
424.382.4540

RS&H
5901 West Century Boulevard
Suite 1030
Los Angeles, California 90045

PREPARED BY:

Jason Amorde
Consultant
Jason.Amorde@LerchBates.com
949.304.0134

Anamaria Martinez
Project Manager
Anamaria.Martinez@LerchBates.com
725.270.4254

LB Project № 0100057937

I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. (Lerch Bates) agrees to provide RS&H (Client) with the following consulting services for the modernization of two (2) machine room less elevators at 2627 North Hollywood Way in Burbank, California:

A. Scope A: Survey and Report

1. Conduct a detailed survey of all of the existing accessible equipment to determine its condition, remaining service life, and potential for reuse. The survey will include, but not be limited to, the following:
 - a. Machine Room: Hoist machine, controller, power conversion unit, governor.
 - b. Hoistway: Guide rails/brackets, car sling and platform, counterweight, guide shoes, safety, buffers, car door operating equipment, sheaves, hoistway door operating equipment, cables, wiring, switches, sills, and supports.
 - c. Corridor: Pushbuttons, signal fixtures, hoistway entrances.
 - d. Car Enclosure: Pushbuttons, signal fixtures, emergency lighting, ventilation, normal lighting, car door protection, interior finishes.
 - e. Other: Fire/life safety provisions, architectural finishes, security features, monitoring panels.
2. Provide the Client with a written report documenting the survey results. Report will include:
 - a. Existing equipment disposition.
 - (1) Recommendations on the type of equipment needed for modernization.
 - (2) A summary of the present equipment which has potential for reuse.
 - b. Modernization options.
 - c. Current prevailing Elevator Code requirements, non-complying building conditions, and handicapped accessibility requirements relative to the equipment surveyed.
 - d. Related work required by other trades.
 - e. Opinion of probable equipment costs for Division 14 of the elevator modernization recommended.
 - f. A schedule for the modernization activities.
3. Meet with the Client via teleconference to discuss the report recommendations.

B. Scope A: Construction Documents

1. Prepare Division documents including:
 - a. Request for Quotation
 - b. Instruction to Providers
 - c. Quotation Form
 - d. Supplemental Conditions
 - e. Summary of Work
 - f. Alternates
 - g. Project Procedures
 - h. Submittals
 - i. Material and Handling
 - j. Final Contract Compliance Review
 - k. Maintenance
 - l. Related Work
2. Prepare a detailed, performance-based equipment specification for the appropriate Division 14 section(s) in the Lerch Bates standard PDF electronic files. Specification will include:
 - a. Specific performance criteria relating to quality of equipment, performance times, ride quality, and noise and vibration.
 - b. Established level of quality.
 - c. Compliance with accessibility standards.

- d. Compliance with prevailing Codes directly related to the equipment application selected.
 3. Configure Construction Documents to encourage competitive bidding.
 4. Provide a Bid Form in the standard format, if requested.
- C. Scope A: Bidding and Negotiation
1. Submit Construction Documents to a select list of pre-qualified Elevator Contractors.
 2. Conduct a pre-bid jobsite walk-through and review conference with Elevator Contractors.
 3. Evaluate bids received from pre-qualified Elevator Contractors.
 4. Review any exceptions and/or clarifications with the Elevator Contractors.
 5. Provide a spreadsheet comparing bids.
 6. Submit written recommendations.
 7. Attend or conduct one (1) bid review meeting.
 8. Review the material delivery and construction schedule.
- D. Scope B: Construction Administration
- NOTE: CONSTRUCTION ADMINISTRATION SCOPE IS NOT INCLUDED IN THIS PHASE OF DESIGN AND WILL BE INCLUDED IN FUTURE PROPOSALS.
1. Review the Elevator Contractor's submittal for compliance with Construction Documents and Design Information provided by Lerch Bates. Review comments will be incorporated on one original PDF copy. Reviews will be limited to the initial submittal and one (1) revision.
 2. Conduct up to two (2) general progress reviews during modernization to determine that work is proceeding in accordance with the Construction Documents and Design Information provided by Lerch Bates. Submit written report. Report will include:
 - a. Field observations.
 - b. Items not in conformance.
 - c. Percentage of equipment delivered, stored, or installed.
 - d. Percentage of overall completion.
 - e. Equipment not on the jobsite, which could affect the completion schedule.
 3. Respond to Requests for Information (RFIs).
 4. Assist with resolution of modernization problems.
 5. Review and respond to Change Orders related to the Contract Documents and Design Information provided by Lerch Bates if required.
 6. Review and comment on Elevator Contractor's Application(s) for Payment.
 7. Conduct up to two (2) final installation reviews for equipment and performance compliance in accordance with the Construction Documents and Design Information provided by Lerch Bates and the approved submittals. Submit written report. Report will include:
 - a. Measured performance data.
 - b. Itemized deficiencies.
 8. Conduct one (1) follow-up review to verify compliance with the final installation review deficiency report. The modernization should then be complete and the equipment operating in accordance with specified performance criteria.

9. Review contract close-out documents and warranties.

II. FEES AND EXPENSES

- A. Fee for Basic Services will be \$25,000.
- B. The fee schedule for the work is listed below:

Phase	Fee	Reimbursable Expenses
		Not to Exceed
Scope A:		\$2,500
Survey and Report	\$6,500	
Construction Documents	\$6,000	
Bidding and Negotiation	\$2,750	
Scope B:		\$2,500
Construction Administration	\$9,750	
OPTIONAL: Add Additional Elevator	\$7,500/unit	

NOTE: CONSTRUCTION ADMINISTRATION SCOPE IS NOT INCLUDED IN THIS PHASE OF DESIGN AND WILL BE INCLUDED IN FUTURE PROPOSALS.

- C. Reimbursable Expenses
 1. Reimbursable expenses, such as travel, lodging, meals, parking, mileage at IRS standard rates, applicable local taxes, and other authorized costs, are not included in the Agreement fee and will be billed separately at cost.

III. TERMS AND CONDITIONS

- A. Parties to this Agreement: Lerch Bates Inc. (hereinafter “LB” or “Lerch Bates”) shall proceed based upon the terms and conditions of this Proposal (“the Terms” or “Agreement”), including the Basic Services, Compensation, Reimbursable Expenses, and Terms and Conditions herein, to provide such services to Client (“Client”) for Client’s proposed scope of work (“Project”). Client shall notify Lerch Bates immediately in writing with any changes to the scope of services or other requested changes prior to commencement of services covered by this Agreement.
- B. Standard of Care: Lerch Bates shall perform its services as expeditiously as is consistent with professional care and diligence. Services provided by Lerch Bates in connection with the Project shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing at the same time and under similar circumstances.
- C. Documents: All documents furnished by Lerch Bates are Instruments of Service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory and other reserved rights, including the copyright thereto. LB’s Instruments of Service are to be used only for this Project and are not to be modified, distributed, or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents. Upon execution of this Agreement, Lerch Bates grants a worldwide, perpetual, royalty-free, non-exclusive license to use the Instruments of Service for any and all purposes relating to the construction, maintenance, renovation, or other attendant work of the equipment that is the subject of this Agreement.
- D. Cost Estimates: Opinions of probable cost, if any, shall be based on training and experience. Lerch Bates does not control contractors’ costs of labor or materials or other conditions affecting market pricing, and accordingly

Lerch Bates does not warrant its estimates, or guarantee that contractors' actual or quoted costs will not vary from LB's opinions of probable costs.

- E. **Submittal Review:** Lerch Bates review of shop drawings and other submittals shall be for conformance with the general intent of the Lerch Bates documents, and action taken, or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility for submittals shall remain with the contractor or the party preparing said submittals.
- F. **Review of Pay Applications:** Review by Lerch Bates of the contractor's applications for payment, if any, shall constitute Lerch Bates' opinion based on its review of the work in progress, but shall neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor's work.
- G. **Construction Observation:**
 - 1. Lerch Bates shall visit the site at intervals appropriate to the state of construction, or as otherwise agreed to in writing by Client and Lerch Bates, in order to observe the progress and quality of the work completed by Project's contractor. Such visits and observations shall not be an exhaustive check or a detailed inspection of any contractor's work but are to allow Lerch Bates to become familiar with the work in progress and to determine, in general, if the applicable Project work is proceeding in accordance with the contract documents. Based on this general observation, Lerch Bates shall keep Client informed about the progress of the work and shall advise Client about observed deficiencies in the work.
 - 2. If Client desires more extensive project observation or full-time project representation, Client shall request that such services be provided by Lerch Bates as Additional Services in accordance with the terms of this Agreement.
 - 3. Lerch Bates shall not supervise, direct, or have control over contractors' work and shall not have any responsibility for construction means, methods, techniques, sequences, or procedures selected by any contractor, nor for any contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the applicable contractor in accordance with the contract documents.
- H. **Services Excluded:** Lerch Bates offers a scope of services that is required for a successful project outcome. Such services are not offered on a phased or a-la-carte basis. In the event Client does not authorize all services offered, Client assumes responsibility for interpretation of the Lerch Bates deliverables.
- I. **Force Majeure/Matters Outside Parties' Control:** Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation nor responsibility to Client or its employees, guests, customers, suppliers, or vendors, nor any other person whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts, civil or governmental unrest, epidemics or pandemics, natural disasters, and any other cause including those resulting from force majeure.
- J. **Consequential Damages:** Notwithstanding any other part of this Agreement and to the fullest extent permitted by law, neither Client nor Lerch Bates, their respective employees, agents, or subconsultants, shall be liable to the other Party for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred, whether caused by negligence, breach of contract, express or implied warranty, or any other theory.
- K. **Use of Equipment:** Except for Lerch Bates' negligence or willful misconduct, Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.

- L. Code Opinions: Client acknowledges that Lerch Bates' recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws, and regulations shall be based on current versions of said authorities in existence at the time of site review and may not reflect versions existing before or after the date of review.
- M. Maintenance: Client acknowledges that preventive and ongoing maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that said preventive or other maintenance is and shall remain solely as Client's responsibility.
- N. Client Information: Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates' services herein; Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate regardless of the original source.
- O. Corporate Protection: Lerch Bates' services in connection with the Project shall not subject individual employees, officers, or directors to any personal liability for risks associated with this Project. Notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against Lerch Bates Inc., a Colorado corporation, and not against any of Lerch Bates' individual employees, officers, or directors.
- P. Limitation of Liability and Indemnity:
 - 1. Client agrees to limit the liability of Lerch Bates and its employees to Client for any and all claims, losses, costs, and damages of any nature whatsoever arising from Lerch Bates work on the Project, including but not limited to additional services not referred to in this Agreement or other contract, so that the total aggregate liability of Lerch Bates and its employees to Client shall not exceed Lerch Bates total fees for work on the Project or \$100,000, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The parties agree that this Limitation of Liability bears a reasonable and proportional relationship to Lerch Bates's fees for the Project.
 - 2. Lerch Bates shall not be liable for Client's employees or agents who accompany Lerch Bates while in or on Client's property. Client agrees to indemnify and hold harmless Lerch Bates, its employees, officers, directors, subsidiaries, and consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which result or arise from, or relate to Client, or an agent or employee acting on behalf of Client, accompanying Lerch Bates' employees or consultants at any time during Lerch Bates' onsite activities.
 - 3. Client agrees to indemnify and hold harmless Lerch Bates, its employees, and its consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which are asserted by any other party, firm, or individual and which are alleged to result from or be related to this Agreement or the services hereunder, and which exceed the sum of \$100,000, or Lerch Bates fee for the services, whichever is greater.
- Q. Insurance: Lerch Bates shall provide Insurance Certificates to the Client upon request following execution of this Agreement. In the event of insurance cancellation or material alteration, Lerch Bates shall provide thirty (30) days' written notice to Client. Client shall add Lerch Bates Inc. as an Additional Insured on Client's General Liability and Umbrella policies and shall provide Lerch Bates with an insurance certificate that includes such coverage.
- R. Invoice Payment, Interest on Unpaid Amount and Disputed Invoices: Lerch Bates shall submit progress invoices which are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount

per month, which will be calculated from the invoice date. Furthermore, if the Client has not objected to the invoice, as provided for below, and the invoice is more the sixty (60) days outstanding, Lerch Bates may proceed immediately to collection of the invoice without mediation as a condition precedent. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

1. Lerch Bates shall be compensated to the extent that Lerch Bates' services are requested, directed, and provided regardless of project schedule or Client's billing arrangement with Owner.
 2. If the Client objects to any portion of an invoice, the Client shall so notify Lerch Bates in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
 3. Any dispute over invoiced amounts due which the Client has objected to and cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the following Disputed Invoice Resolution process:
 - a. A demand for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.
 - b. The other party shall deliver a written response to the party demanding mediation within seven (7) calendar days of receipt of the demand for mediation indicating that the other party agrees to mediate.
 - c. Should the other party fail to provide a written response to the demand for mediation within the seven (7) day period, the requirement of mediation as a condition precedent under these Terms and Conditions shall be deemed waived, and Lerch Bates may proceed directly with the filing of a civil complaint in a court of competent jurisdiction.
- S. Additional Services: Lerch Bates' services exceeding the scope of the basic services shall be considered additional services and will be provided based upon a mutually agreeable fee and terms.
- T. Collection Costs: Should litigation or arbitration be necessary to collect any portion of amounts due Lerch Bates for work on the Project, Lerch Bates shall also be entitled to all costs of collection, including reasonable attorneys' and expert fees and costs.
- U. Mediation:
1. Client and Lerch Bates agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as a pre-condition to litigation or arbitration.
 2. Client and Lerch Bates further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers, and fabricators.
- V. Termination of Services: Lerch Bates reserves the right, in its sole reasonable discretion, to terminate this Agreement upon thirty (30) days' notice for any reason. Lerch Bates may, at its option, suspend work in the event payments are not received and shall have no liability for any delay caused thereby.
- W. Extent of Agreement: This Agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes all understandings and agreements between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.
- X. This Agreement shall be governed by the state laws of Colorado and Douglas County and all actions pertaining to or arising out of this Agreement shall be filed in said jurisdiction.

- Y. If applicable, Lerch Bates and Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

- Z. This proposal expires sixty (60) days from the submission date.

FOR: RS&H

FOR: LERCH BATES INC.

ACCEPTED

ACCEPTED

BY: _____

BY:  _____

Jason Amorde

TITLE: _____

TITLE: Consultant

DATE: _____

DATE: January 7, 2025

With an accepted contract we request that you complete the following information and return:

Project Name:	
Internal Project #:	
P.O. No.:	
Bill to Person or Project Manager:	
Phone	
Email	
Billing Address:	
Project Billing Schedule?	If a project billing schedule exists, please provide
Accounts Payable Contact:	
Phone:	
Email Address:	
Insurance Certificate:	Blanket COI attached on next page (If specific COI is required then please send requirements or Addt'l insured)
Lien Waivers Required:	
Expenses Billable:	
Other Instructions:	

EXHIBIT C
Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
AIP Project Federal Requirements

References in this Exhibit to “Contractor” shall be deemed to refer to Consultant. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

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

A. 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.

B. 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 as 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.

C. 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

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.

4. 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.

5. Clean Air and Water Pollution Control

A. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 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.

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

6. Contract Workhours and Safety Standards Act Requirements

1. 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.

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and 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 (1) of this clause, in the sum of \$29 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 (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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 the contractor 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 (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) 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 (1) through (4) of this clause.

7. **Copeland “Anti-Kickback” Act**

Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Authority, a weekly statement on the

wages paid to each employee performing on covered work during the prior week. The Authority must report any violations of the Act to the Federal Aviation Administration.

8. Davis-Bacon Requirements

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon

prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a

party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless

the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7.

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

9. Certification of Offeror/Bidder Regarding Debarment

A. By submitting a bid/proposal under this solicitation, the 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 offeror, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm 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 offeror 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 Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

C. If the Federal Aviation Administration 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.

10. Disadvantaged Business Enterprises

A. Contract Assurance (49 CFR § 26.13) – The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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 recipient 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 the Contractor from future bidding as non-responsible.

B. Prompt Payment (49 CFR § 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. Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

1. The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprises section of the solicitation for this Agreement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Authority. Unless the Authority's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

3. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

4. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE

subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

5. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

6. In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

11. Distracted Driving

A. 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 Federal Aviation Administration 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 subgrant.

B. 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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

12. Equal Employment Opportunity (EEO)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Equal Employment Opportunity Specifications

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the

EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and

female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf

of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

14. Domestic Preferences for Procurements

The offeror certifies by signing and submitting this proposal that, to the greatest extent practicable, the offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

15. Federal Fair Labor Standards Act

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.

B. 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.

16. Prohibition of Segregated Facilities

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

17. 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. The

employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer 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.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Consultant and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

19. Termination of Contract

A. Termination for Convenience.

1. The Authority may, by written notice to the 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.

2. 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.

3. 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.

4. 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. Termination for Cause.

1. 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.

2. The terminating party must provide the breaching party seven 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.

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

1. Perform the services within the time specified in this contract or by the Authority approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the services; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

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 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.

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.

b. Termination by Consultant: Consultant may terminate this Agreement for cause in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to Consultant in accordance with the terms of this Agreement;
3. 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, Consultant 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.

20. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant 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 USC § 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.



CERTIFICATE OF LIABILITY INSURANCE

9/30/2025 DATE (MM/DD/YYYY) 9/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____	
	PHONE (A/C No. Ext.): _____	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: The Continental Insurance Company		35289
INSURER C: National Fire Insurance Co of Hartford		20478
INSURER D: Allied World Surplus Lines Insurance Company		24319
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 16283206 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER: _____	N	N	7034525363	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7034525380	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	N	N	7034525377	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7034525394 (CA) 7034525413 (AOS)	9/30/2024 9/30/2024	9/30/2025 9/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY	N	N	0312-0324	9/30/2024	9/30/2025	\$5,000,000 PER CLAIM/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: EVIDENCE OF COVERAGE

CERTIFICATE HOLDER 16283206 EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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