



February 27, 2025

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

NOTICE is hereby given that a regular meeting of the Executive Committee will be held Wednesday, March 5, 2025, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

*Dial In: (978) 990-5000
Access Code: 880737*

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

REGULAR MEETING
OF THE
EXECUTIVE COMMITTEE
Airport Skyroom
Wednesday, March 5, 2025
9:00 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

Wednesday, March 5, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
 - a. January 15, 2025 **[See page 1]**
 - b. January 22, 2025 **[See page 3]**
 - c. February 5, 2025 **[See page 6]**
5. Items for Approval
 - a. Burbank Water and Power Material Laydown License Agreement for the Replacement Passenger Terminal Project **[See page 7]**

Staff seeks the recommendation of the Executive Committee to approve a Material Laydown License Agreement (“Agreement”), with the City of Burbank. The Agreement authorizes the storage of Burbank Water and Power materials to be used to provide temporary and permanent power to the Replacement Passenger Terminal Project.

- b. Additional Public Artwork Opportunity Artist Outreach and Selection Program Replacement Passenger Terminal **[See page 18]**

At its meeting on July 15, 2024, the Commission approved design modifications and infrastructure to provide for additional public artwork opportunities in the three modular connectors of the Replacement Passenger Terminal. The Design-Builder has begun this work.

Based on feedback provided by the Commission in the meeting on December 16, 2024, Staff is returning to the Executive Committee with more information for consideration, including licensing additional artists’ work for display and rotating artwork more frequently. Staff also has revisited the Art Advisory Group stipends. Due to the timeline of the RPT Project, the project team recommends that the procurement process begin as soon as possible to meet the project schedule.

6. Items for Discussion
 - a. Project Labor Agreement Update, Replacement Passenger Terminal Update
No staff report attached. Staff will update the Committee on discussions HPTJV has had with the Los Angeles/Orange Counties Building and

Construction Trade Council regarding increasing the number of skilled local construction workers available for the Project.

7. Items for Information

- a. Replacement Passenger Terminal Project Construction Update

No staff report attached. An updated video will be presented.

- b. Committee Pending Items

[See page 21]

8. Adjournment

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

WEDNESDAY, JANUARY 15, 2025

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:15 a.m., by Commissioner Najarian.

1. ROLL CALL

Present: Commissioners Najarian, Hampton and Talamantes

Absent None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director

Roger Johnson, Executive Program Manager,
Jacobs Project Management Co.; Kevin Fauvell,
HPTJV; Pamela Penn, President, PDA Consulting
Group

Authority Counsel: Terence Boga, Esq.,
Richards, Watson & Gershon

2. Approval of Agenda

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

Motion Approved The motion was approved (3–0).

3. Public Comment There were no public comments.

The Committee thanked the Executive Director, Frank Miller, and presented a commemorative plaque in appreciation for his leadership and dedication to the Burbank-Glendale-Pasadena Airport Authority, Hollywood Burbank Airport, Elevate Burr and the Replacement Passenger Terminal Project, from September 2016 to January 2025. The Committee expressed well wishes to Mr. Miller and his future endeavors in his retirement.

4. Approval of Minutes

a. December 4, 2024 A draft copy of the minutes of the meeting on December 4, 2024, was included in the agenda packet for review and approval.

Commissioner Hampton moved approval of the Committee minutes; seconded by

Motion

Commissioner Talamantes.

Motion Approved

There being no objections, the motion was approved (3–0).

Executive Director, Frank Miller, left the meeting at 9:22 a.m., before Item 5.a. was presented.

5. Items for Approval

a. Camano Consulting Group, LLC Professional Services Agreement

Staff Sought a recommendation from the Executive Committee to the Commission to approve a proposed Professional Services Agreement with Camano Consulting Group, LLC, for independent advisory services for the Replacement Passenger Terminal Project and airport operations.

Motion

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

Motion Approved

There being no objections, the motion was approved (3–0).

Executive Director, Frank Miller, returned to the meeting at 9:35 a.m., after the presentation and vote on Item 5.a.

6. Items for Information

a. Replacement Passenger Terminal Project – Construction Update

Staff and Jacobs Project Management provided an update on the progress of the construction. A video presentation was also shown.

b. Committee Pending Items

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

7. Adjournment

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

**MINUTES OF THE SPECIAL MEETING OF THE
EXECUTIVE COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

WEDNESDAY, JANUARY 22, 2025

A special meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:08 a.m., by Commissioner Najarian.

1. ROLL CALL

Present: Commissioners Najarian, Hampton and Talamantes

Absent None

Also Present: John Hatanaka, Executive Director;
Scott Kimball, Deputy Executive Director
Operations, Business and SMS

Authority Counsel: Terence Boga, Esq.,
Richards, Watson & Gershon

Alea LaRocque, MRG, DVP, Business
Development

2. Approval of Agenda

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

Motion Approved The motion was approved (3–0).

4. Items for Approval

- a. Protest and Award of Contracts for the Replacement Passenger Terminal Food Service and Retail Concession Programs**
- Staff sought a recommendation from the Executive Committee (“Committee”) to the Commission for rejection of a bid protest and award of contracts for the Replacement Passenger Terminal (“RPT”) food service and retail concession programs. As to the food service concession program, Staff requested that the Committee recommend rejection of a bid protest filed by MCS Burbank, LLC and award the proposed contract to SSP America, a subsidiary of SSP Group PLC. As to the retail concession program, Staff requested that the Committee recommend an award of contract to Marshall Retail Group, a WHSmith Company.

This item is the culmination of a procurement process which commenced with the issuance of a Request for Proposals in August 2024. The timeline for this procurement was developed with the goal of awarding contracts by February 2025 to allow concession designs, permit processing with the City of Burbank, and construction to be in alignment with the base building development to meet the targeted May 2026 Temporary Certificate of Occupancy and October 2026 opening for the RPT. A critical deadline for the base building development to meet the above schedule requires 30% concession designs to be submitted to Holder, Pankow, TEC – a Joint Venture the RPT design-builder, no later than March 30, 2025.

Motion

Commissioner Hampton moved to recommend an award of contract to Marshall Retail Group, a WHSmith Company. Commissioner Talamantes seconded the motion.

Motion Approved

The motion was approved (3-0).

3. Public Comment

Public Comment was taken after Item 4.a., Protest and Award of Contracts for the Replacement Passenger Terminal Food Service and Retail Concession Programs.

Steve Mora, Burbank; Lee Wochner, Burbank; Joe Essa, Las Vegas; Albert Spivak, Esq, MCS Burbank, LLC; Carmenita Helliger; Kevin McCarney, Burbank; Sunder Ramani, Burbank; Chris Holden, Pasadena; Mario Guddemi, Studio City; Eduardo Roy, Esq, MCS Burbank, LLC; Pat Murray, CEO, SSP America; Brent Hicks, Esq, SSP America; Chani Hitt, Sr. Director Marketing, Happy to Serve You Hospitality Group

Motion

Commissioner Talamantes motioned to accept the protest with Commissioner Hampton amending the motion to award the contract for the Food Service program to MCS Burbank LLC.

Motion Approved

The motion was approved (2-0, 1 No).

AYES: Talamantes, Hampton

NOES: Najarian

5. Adjournment

There being no further business, the meeting was adjourned at 12:00 p.m.

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

WEDNESDAY, FEBRUARY 5, 2025

A regular meeting of the Executive Committee was scheduled to commence at 9:00 a.m. in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California. At that time, due to a lack of quorum, Commissioner Talamantes cancelled the meeting at 9:34 a.m.

1. ROLL CALL

Present:	Commissioner Talamantes
Absent	Commissioners Najarian and Hampton
Also Present:	Staff: John Hatanaka, Executive Director
	Roger Johnson, Executive Program Manager, Jacobs Project Management Co.
	Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
MARCH 5, 2025**

**BURBANK WATER AND POWER
MATERIAL LAYDOWN LICENSE AGREEMENT
FOR THE
REPLACEMENT PASSENGER TERMINAL (RPT) PROJECT**

Presented by Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

Staff seeks the recommendation of the Executive Committee (“Committee”) to approve a Material Laydown License Agreement (“Agreement”), copy attached, with the City of Burbank. The Agreement authorizes the storage of Burbank Water and Power (“BWP”) materials to be used to provide temporary and permanent power to the Replacement Passenger Terminal (“RPT”) Project.

BACKGROUND

The project team has been working with BWP since 2022 to establish temporary and permanent power requirements for the RPT. These power requirements have now been finalized, along with infrastructure and material required to provide electrical power for the RPT. Due to long lead times, the Commission has approved acquisition of materials for temporary and permanent power through Aid-in-Construction (“AIC”) deposits starting in June 2023. These materials are required to construct and activate the RPT for the start of commissioning activities in September of 2025. Additionally, these materials are necessary for permanent power from the community substation.

Materials have started to be delivered, and BWP has advised staff of their limited storage capacity. Staff has coordinated with BWP to provide a 35,000 square foot storage area at the Airport for the materials located on the RPT site west of the Air Traffic Control Tower, per the attached Exhibit A, which will accommodate current and future material storage as required through the establishment of the permanent power for the RPT.

BUDGET IMPACT

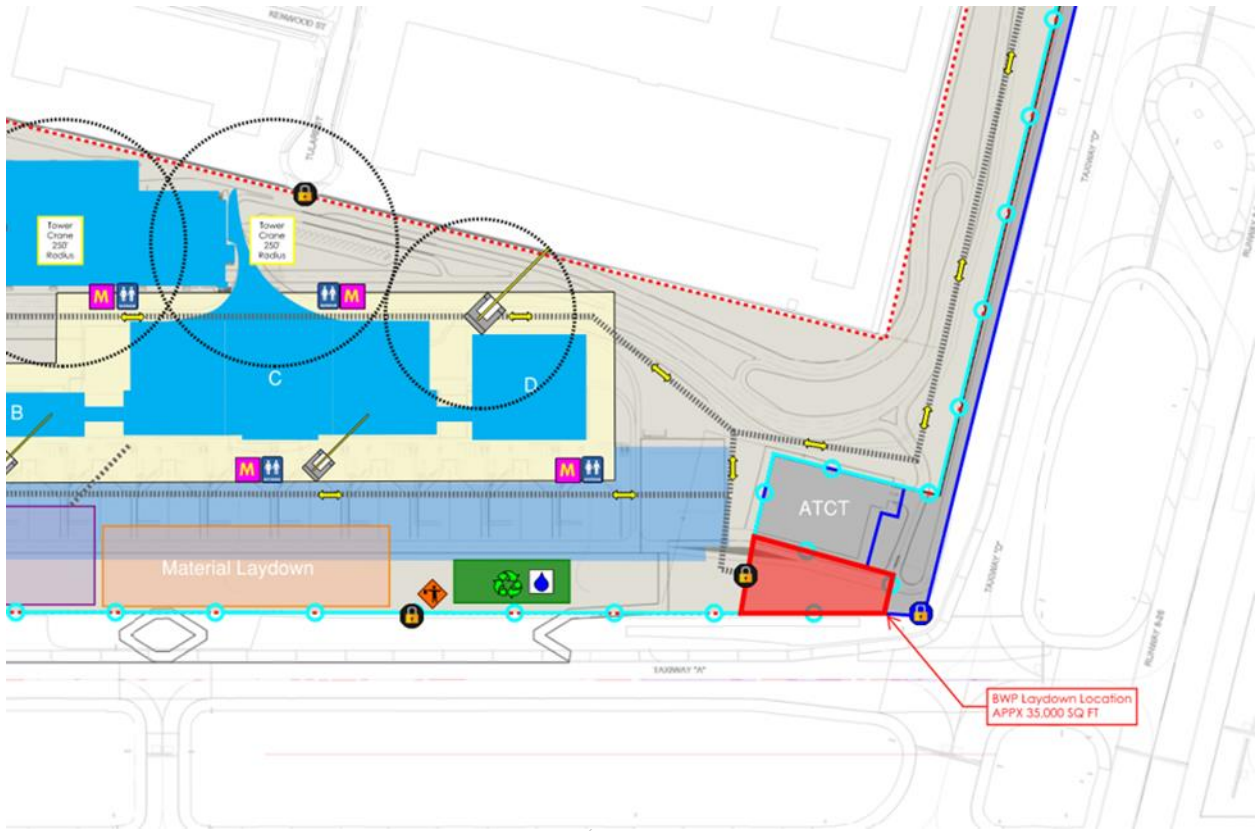
There will be no charge for this Agreement as this area and all BWP materials stored will be utilized for the benefit of the RPT Project. Therefore, this Agreement results in no financial impact to the Authority.

STAFF RECOMMENDATION

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

Attachment A: Material Storage Location in Red

STAFF REPORT\EXECUTIVE\3-5-2025
BURBANK WATER AND POWER
MATERIAL LAYDOWN LICENSE AGREEMENT
FOR THE REPLACEMENT PASSENGER TERMINAL PROJECT
3068520.4



MATERIAL LAYDOWN LICENSE AGREEMENT

THIS MATERIAL LAYDOWN LICENSE AGREEMENT (“Agreement”) is dated _____, 2024 for reference purposes, and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Licensor”), a California joint powers agency, and the City of Burbank (“Licensee”), a California municipal corporation.

RECITALS

A. Licensor is the owner of the Hollywood Burbank Airport (“Airport”), the northeast quadrant of which includes the land described on the attached Exhibit A (“Material Laydown Location”).

B. Licensor is developing a Replacement Passenger Terminal and ancillary improvements (collectively, “RPT Project”) in the northeast quadrant of the Airport.

C. Licensor has paid for and Licensee has purchased electrical cables that Licensee, through its Burbank Water and Power (“BWP”), will use for the following purposes: (i) supplying temporary power for construction and initial operation of the RPT Project from an existing community substation; and (ii) supplying permanent power for the RPT Project from a new community substation that Licensee is constructing.

D. Licensor has agreed to give to Licensee, and Licensee has agreed to accept from Licensor, a temporary and limited contractual license to enter upon the Material Laydown Location free of charge for the temporary storage of BWP electrical cables and ancillary equipment and materials (“BWP Equipment”) that will serve the RPT Project and other developments in the area (“Permitted Activity”).

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Term. The License Term shall commence on _____, 2024 and shall expire on _____, 202_ unless earlier terminated by either party or unless extended on a month-to-month basis at the sole discretion of Licensor. Either party may terminate the License Term without cause upon 90 days’ prior written notice to the other party. Notwithstanding the preceding, if Licensor extends the License Term on a month-to-month basis, then either party may terminate the License Term on 90 days’ prior written notice to the other party. Licensee waives any and all rights to relocation benefits under applicable law upon the expiration or earlier termination of the License Term.

2. Condition of Property. Licensee represents that it has inspected the Material Laydown Location and accepts the Material Laydown Location in its current “AS IS” condition, without representation or warranty, express or implied, subject to all matters of record; provided, that to Licensee’s actual knowledge, there is no dangerous condition or hazardous material on the Material Laydown Location.

3. Use. Licensee may use the Material Laydown Location only for the Permitted Activity. Due to the nature of the Licensor’s facility, Licensor shall secure the Material Laydown Location. Licensor’s Builder’s Risk Insurance shall be responsible for any theft or damage to BWP

Equipment that Licensee stores at the Material Laydown Location. Any theft or damage to such BWP Equipment will delay the anticipated schedule for energization of either temporary power from the existing community substation, or permanent power from the new community substation, that will serve the RPT Project. Licensee shall comply with applicable laws and the Federal Requirements set forth in the attached Exhibit B. 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 or devices on or servicing the Airport. Licensee shall not use or permit the use of the Material Laydown Location 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 Material Laydown Location, the Airport, or any property located thereon.

4. Inspection. Licensors shall have the right to enter and inspect the Material Laydown Location at any time.

5. Aviation Rights. There is reserved to Licensors, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Material Laydown Location 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.

6. Airport Rules and Regulations. Licensee shall comply with Licensors's July 1, 2023 Airport Rules and Regulations and any successor adopted by Licensors. Licensee acknowledges that the Airport Rules and Regulations are available on Licensors's webpage (hollywoodburbankairport.com), and Licensee may obtain a hard copy from Licensors 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.

7. Removal of Personal Property. Within 75 days after expiration or earlier termination of the License Term, Licensee shall remove all of personal property from the Material Laydown Location, and shall restore the Material Laydown Location to its pre-existing condition. If Licensee does not do so, then Licensors may do so, and may dispose of or retain such personal property without obligation or liability to Licensee.

8. Indemnity. Licensee shall indemnify, defend, and hold harmless Licensors and Licensors's officers, employees, and agents 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 in connection with Licensors's actions or omissions. Licensee's obligations under this section shall survive the expiration or earlier termination of the License Term.

9. Subordination. This Agreement is subordinate to Licensors's federal obligations and to Licensors's grant assurances to the Federal Aviation Administration ("FAA"). In the event the

FAA or another federal agency should determine that a provision of this Agreement violates Licensor's federal obligations or grant assurances, Licensor and Licensee shall amend this Agreement, or Licensor may terminate this Agreement, as necessary for Licensor to remain in compliance with its federal obligations and grant assurances.

10. Miscellaneous. This Agreement does not convey to Licensee any right, title or interest in or to the Material Laydown Location or the Airport, but merely grants limited contractual rights and privileges. In no event shall this Agreement or any memorandum 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.

11. 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. Furthermore, executed counterparts of this Agreement may be delivered by e-mail of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party.

12. Exhibits. Exhibits A and B 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 Exhibit B, the provisions of Exhibit B shall prevail.

13. 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.

14. Integration. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding Licensee's use of the Material Laydown Location. 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.

15. 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:
City of Burbank

Licensor:
Burbank-Glendale-Pasadena Airport
Authority

By: _____
Signature

By: _____

Mandip Kaur Samra
Name (please print)

General Manager, BWP
Title

Approved as to Form
Office of the City Attorney

Print Name: _____

By: _____
Signature

Title: _____

Name (please print)

Title

EXHIBIT A
BWP Material Laydown Location

(attached)

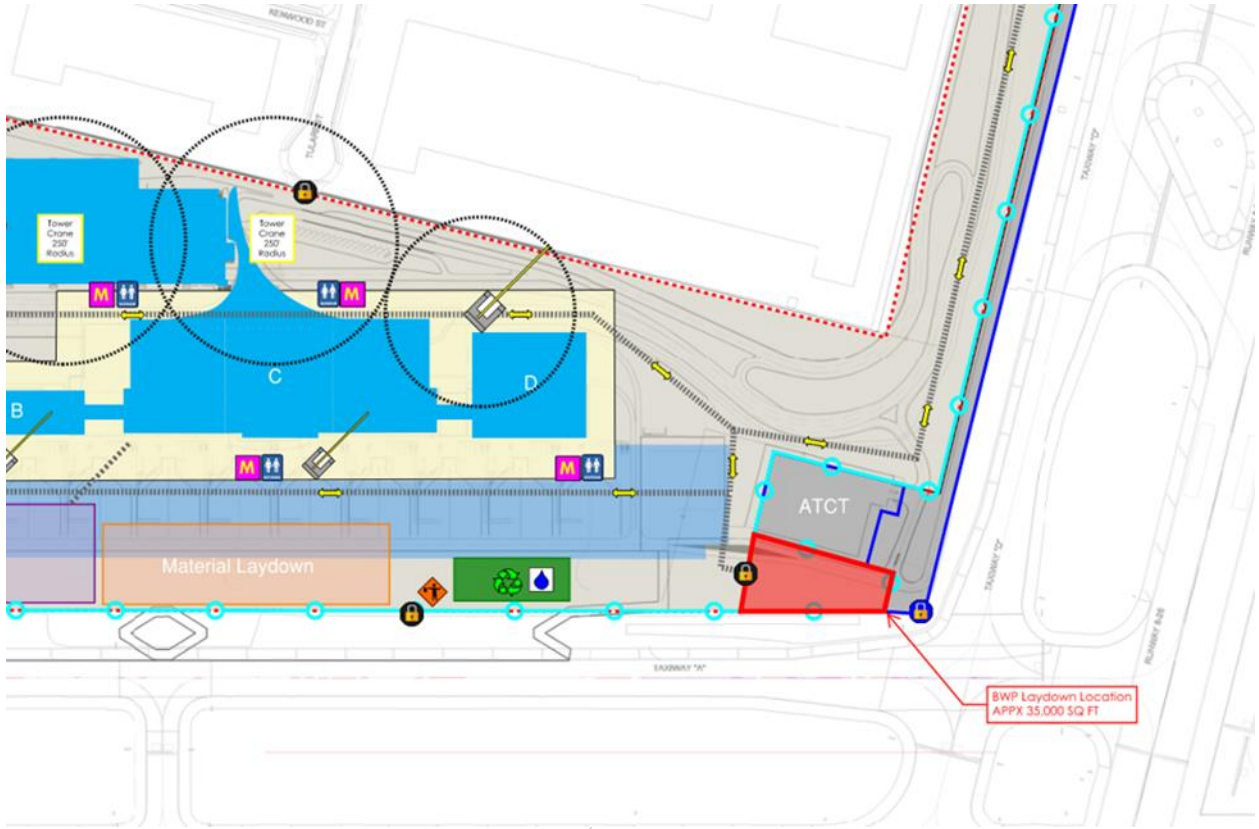


EXHIBIT B Federal Requirements

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.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
MARCH 5, 2025**

**ADDITIONAL PUBLIC ARTWORK OPPORTUNITY
ARTIST OUTREACH AND SELECTION PROGRAM
REPLACEMENT PASSENGER TERMINAL**

Presented by Susan Gray
Susan F. Gray & Co.

SUMMARY

At its meeting on July 15, 2024, the Commission approved design modifications and infrastructure to provide for additional public artwork opportunities in the three modular connectors of the Replacement Passenger Terminal (“RPT”). The Design-Builder has begun this work.

Based on feedback provided by the Commission in the meeting on December 16, 2024, Staff is returning to the Executive Committee (“Committee”) with more information for consideration, including licensing additional artists’ work for display and rotating artwork more frequently. Staff also has revisited the Art Advisory Group stipends. Due to the timeline of the RPT Project, the project team recommends that the procurement process begin as soon as possible to meet the project schedule.

BACKGROUND

At the direction of the Commission, Staff, the Program Manager and the Design-Builder worked to identify locations within the RPT which would provide additional public artwork opportunities. Staff and the Program Manager were further directed to develop a process for qualification, proposal, and selection for this additional public artwork. These opportunities would specifically not require any candidate to have past public artwork experience; selection would be focused primarily on artistic merit rather than on experience or education.

Based on the RPT project schedule, it was determined that presenting the creation of this additional public artwork opportunity to the Committee and the Commission in two steps would be most efficient. The first step was obtaining approval of the necessary design modifications and infrastructure. The second step is obtaining approval of an artist outreach and selection program.

It is proposed that the artists be selected through a Request for Qualifications (“RFQ”), or “Call to Artists,” process. Extensive and targeted outreach will be conducted so local artists will be made aware of the opportunity, and the communities of Burbank, Glendale, and Pasadena will be engaged for outreach purposes. A new three-member peer Art Advisory Group will be appointed by the Executive Director based on Susan F. Gray’s recommendations, which have been informed by research and experience in the industry to provide input on artist selection. For curatorial continuity, the Art Advisory Group will include one member of the Public Art Advisory Panel that was formed to assist with the selection of artwork to satisfy the City of

Burbank’s Art in Public Places requirement. A member of Staff will participate to ensure the selected content is aligned with the Authority’s vision. Staff maintains the recommendation of offering a modest stipend to each of the Art Advisory Group members for their time and effort in assisting with the evaluation of submitted proposals. As this is a public opportunity, it is anticipated that there will be a high number of artwork submissions, which will require a significant amount of time for the Art Advisory Group to review.

After exploration of several options of art media, and in consideration of fiscal limitations, the series of three 5' x 7' display light boxes at each of the three modular connectors in the RPT was presented to and approved by the Commission. Light boxes are commonly used in public art and offer an impressive and high quality, yet affordable, means to display all manner of 2-D artworks such as paintings, drawings, and photography which are reproduced as large scale back-lit transparencies.

Of the \$500,000 budget, the Commission approved \$200,600 for the design modifications and infrastructure. The remaining budget for project costs for this scope is \$299,400.

Content will focus on the history of the Airport, and/or a celebration of the unique character of the three cities that comprise the airport stewardship: Burbank, Glendale, and Pasadena. To coordinate and curate the ongoing rotation of the displays beyond the first installation, an on-call art consultant will be required as well as budget for scanning, printing and installation cost.

As requested by the Commission, estimates for various scenarios for a 6-year display period are listed below, with operating cost parsed out from the project costs. Scenario A is the proposal presented to the Commission on December 16, 2024. The estimates take into account artist fees, coordination, printing and installation costs as well as contingency and cost escalation (5% each year) beyond the first year. Scenarios C-E include costs for a repeat procurement after 3 years for comparative purposes

SCENARIOS	SCENARIO A	SCENARIO B	SCENARIO C	SCENARIO D	SCENARIO E
No. of Artists Commissioned	9	9	18	36	18
Artists per Display Period	2 Artists per 2 years (No Rotations)	3 Artists per 2 years (8-Month Rotations among 3 locations)	3 Artists per 1 year (No Rotations)	3 Artists per 6 months (No Rotations)	3 Artists per 1 year (4-month Rotations among 3 locations)
Display Period	2 Years	2 Years / 8 Months at each location	1 year	6 Months	1 Year / 4 Months at each location
No. of Procurements	1	1	2	2	2
Project Cost	\$103,065	\$122,565	\$123,065	\$156,630	\$127,565
Operating Cost	\$250,572	\$302,543	\$432,803	\$639,135	\$468,119
Total Cost	\$353,637	\$425,108	\$575,869	\$795,765	\$595,684

Scenario C is recommended as it enables funding to go out to 18 artists and 1-year rotations. Scenarios D and E offer more expansive opportunities to commission artists or rotate displays

but have high operating costs. In addition, rotating the artwork amongst the three locations can be difficult due to the fragility of the transparencies and requires a high level of coordination. The RFQ will be issued to the broad artist community and will primarily focus on artistic merit, and the ability to create artwork for the enjoyment of others, and not public art experience or professional recognition. To furnish content for these displays, a pool of artists will be selected to create artworks that celebrate the rich aviation history of the Airport, and/or explore the unique characteristics of the Cities of Burbank, Glendale and Pasadena. Artists working in 2-D media, artists with little or no public art experience, and artists who identify as underrepresented, and those may have been impacted by the recent fires, will be encouraged to apply.

The opportunity will be advertised on local websites familiar to artists and the art community. In addition, outreach will be conducted through arts organizations, public libraries, and neighborhood networks within the Cities of Burbank, Glendale, and Pasadena. To help facilitate the artist application process and for ease of evaluating a large number of submittals, an online portfolio portal will be provided to supplement the Authority's standard procurement procedure via PlanetBids. The targeted local outreach will also apply to local firms that are able to supply photography, scanning, printing, and installations services.

Artist qualifications will be evaluated by the Art Advisory Group based on the artistic merit, originality, and appropriateness of their submitted portfolio of past work. The review will not require artists to provide evidence of previous public art experience. The top-ranking candidates will be shortlisted to develop site-specific artwork proposals, which will be evaluated for artistic merit, originality, and conceptual alignment with the project site and the Authority's vision. From the shortlist, the Art Advisory Group will recommend up to nine artists to the Commission. Final recommendations will be presented to the Commission for approval and to enter into agreements with the Authority.

After the first six years of display is complete and the original bank of artwork has been exhausted, the Commission will have the ability to procure a new set of artworks for the RPT.

RECOMMENDATION

Staff recommends that Committee recommend to the Commission that it direct the project team to proceed with the issuance of the RFQ, the proposed selection process and procure the artwork for a rotating display of curated art for a 3-year period, based on Scenario C for the three modular connector locations in the RPT. After the 3 years, the Commission can revisit procurement of the subsequent artwork for the connectors.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
MARCH 5, 2025**

COMMITTEE PENDING ITEMS

Future

- | | |
|--|---------|
| 1. Award of Concession Agreement - DAS WiFi for Replacement Passenger Terminal Project | April 2 |
| 2. Discussion Item: Electrical Service Agreement with BWP | April 2 |
| 3. Amendment to Fourth Amended and Restated Agreement for Airport Management Services | TBD |
| 4. Approval of M&O Agreement with Burbank Airline Consortium (RPT) | TBD |
| 5. Certification of EIR Negative Declaration for CRDC | TBD |
| 6. Naming Rights Policy - Airport; Terminal; Conference Room (RPT) | TBD |
| 7. Disposition of Bas Relief - Follow-Up Hope Family Foundation | TBD |

Hollywood Burbank Airport Replacement Passenger Terminal



Safety

- Work Craft Hours to Date – 715,951 Hours
- Safety Orientations to Date – 1,721
- Daily Average Workers Onsite – 410
- Pre-Task-Plans to Date – 5,321
- Site Security Incidents to Date – 0

Current Construction Statistics

- Terminal Concrete Poured to Date – 10,800 cubic yards
- Garage Concrete Poured to Date – 12,000 cubic yards
- Terminal Steel Erected to Date – 3,700 tons
- Underground Utilities Installed to Date – 23,500 linear feet
- Total Virtual Design and Construction Clashes Resolved to Date – 8,606

Current Construction Activities

Terminal

- Ongoing Steel Welding in D
- Ongoing Overhead Mechanical, Electrical and Plumbing Install
- Ongoing Interior Framing
- Ongoing Exterior Skin Install

Garage

- Ongoing Vertical Construction
- Ongoing Slab on Grade Placement
- Continued Column Placement
- Completed Basement Wall Construction

Civil

- Continued Communications Duct-Bank Install
- Continued Storm Drain Install
- Continued Sanitary Sewer Install
- Continued Temporary Power Setup

[Photos](#)



Parking Garage Elevated Deck

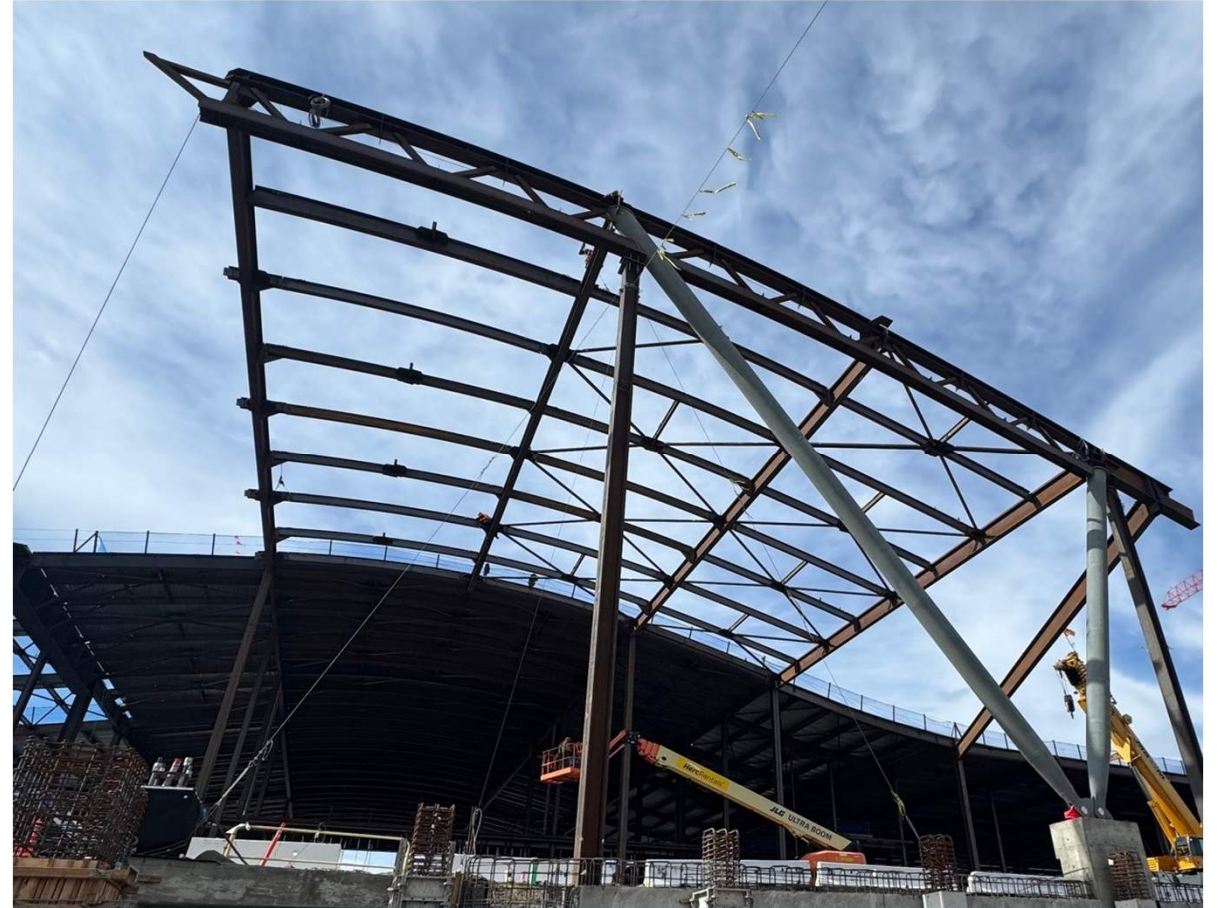


Worker Appreciation/Topping Out Ceremony

Photos



Parking Garage Base Installation



Silver Screen V-Column

[Photos](#)



Electrical Ductbank Installation



Terminal Exterior Framing