



March 13, 2025

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, March 17, 2025, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

The meeting may also be accessed at the following location:

3500 Bayside Walk, Unit 2B
San Diego, CA 92109

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of March 17, 2025

9.00 A.M.

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



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

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Commission during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.*
- *Limit comments to 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 Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.



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

AGENDA

Monday, March 17, 2025

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Executive Committee
 - (i) January 15, 2025 **[See page 1]**
 - (ii) January 22, 2025 **[See page 3]**
 - (iii) February 5, 2025 **[See page 6]**
 - 2) Operations and Development Committee
 - (i) January 21, 2025 **[See page 7]**
 - 3) Finance and Administration Committee
 - (i) December 16, 2024 **[See page 9]**
 - 4) Legal, Government and Environmental Affairs Committee
 - (i) November 18, 2024 **[See page 11]**
 - b. Commission Minutes
 - 1) February 18, 2025 **[See page 13]**
 - 2) February 3, 2025 **[See page 16]**
 - c. Treasurer's Report
 - 1) November 2024 **[See page 22]**
 - d. Presentation of FY 2024 Financial Statements and Summary of Audit Results **[See page _]**

- e. Burbank Water and Power Material Laydown License Agreement for the Replacement Passenger Terminal (“RPT”) Project *[See page _]*
 - f. Letter of Understanding, Los Angeles/Orange Counties Building and Construction Trades Council for Project Labor Agreement *[See page _]*
6. ITEMS FOR COMMISSION APPROVAL
- a. Citizen’s Advisory Committee Membership *[See page _]*
 - b. Commencement of Financing Activities for Completion Bonds and Engagement of Completion Bond Financing Team Members *[See page _]*
 - c. Award of Professional Services Agreement Southeast Quadrant Landside Design Services *[See page _]*
 - d. Additional Public Artwork Opportunity – Artist Outreach and Selection Program – Replacement Passenger Terminal *[See page _]*
7. ITEMS FOR COMMISSION DISCUSSION
- a. Replacement Passenger Terminal Construction Update
8. ITEMS FOR COMMISSION INFORMATION
- a. CY 2024 Passenger Statistics Report
9. CLOSE SESSION
- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case. Facts and Circumstances: Replacement Passenger Terminal Food Service Concession Contract Award
 - b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))
Title: Director of Public Safety/Chief of Police
 - c. CONFERENCE WITH LABOR NEGOTIATOR
(California Government Code Section 54957.6)
Authority Representatives: John T. Hatanaka, Executive Director
Unrepresented Employee: Director of Public Safety/Chief of Police
10. EXECUTIVE DIRECTOR COMMENTS
11. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meeting.)
12. PUBLIC COMMENT
13. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, March 17, 2025

[Regarding agenda items]

5. CONSENT CALENDAR

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

- a. COMMITTEE MINUTES. Copies of the approved minutes of the Executive Committee meeting of January 15, 2025; the meeting of January 22, 2025; and the meeting of February 5, 2025; a copy of the approved minutes of the Operations and Development Committee meeting of January 21, 2025; a copy of the approved minutes of the Finance and Administration Committee meeting of December 16, 2024; and a copy of the approved minutes of the Legal, Government and Environment Affairs Committee meeting of November 18, 2024, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the minutes of the Commission special meeting of February 18, 2025, and a draft copy of the minutes for February 3, 2025, are included in the agenda packet for Commission review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for November 2024 is included in the agenda packet. At its special meeting on February 18, 2025, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission note and file this report.
- d. PRESENTATION OF FY 2024 FINANCIAL STATEMENTS AND SUMMARY OF AUDIT RESULTS. A staff report is included in the agenda packet. At its special meeting on February 18, 2025, the Finance and Administration Committee voted (3-0) to recommend that the Commission note and file these reports. The Authority's independent auditor, Macias Gini & O'Connell LLP has completed its audit of the Burbank-Glendale-Pasadena Airport Authority fiscal year 2024 financial statements. Enclosed is a copy of the audited Basic Financial Statements for the fiscal years ended June 30, 2024 ("FY 2024") and 2023. Also enclosed are copies of the audited Single Audit Reports (audit of federal grant programs), passenger Facility Charge Compliance Report, Customer Facility Charge compliance Report, Independent Auditor's Report on Compliance with Aspects of Contractual Agreements (bond compliance), and the Auditor's Required Communications to the Authority Regarding the FY 2024 Audits.
- e. BURBANK WATER AND POWER MATERIAL LAYDOWN LICENSE AGREEMENT FOR THE REPLACEMENT PASSENGER TERMINAL (RPT) PROJECT. A staff report is included in the agenda packet. At its meeting on March 5, 2025, the Executive Committee ("Committee") voted unanimously (3-0) to recommend that the Commission approve a Material Laydown License Agreement ("Agreement") with the City of Burbank. The Agreement authorizes

**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.

the storage of Burbank Water and Power materials to be used to provide temporary and permanent power to the Replacement Passenger Terminal Project.

- f. LETTER OF UNDERSTANDING, LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL FOR PROJECT LABOR AGREEMENT. No staff report is attached. At the March 5, 2025, Executive Committee meeting, staff presented a request for a Letter of Understanding with the Los Angeles/Orange Counties Building and Construction Trades Council (“Trades Council”) for the Project Labor Agreement (“PLA”) executed with the Authority for the Replacement Passenger Terminal (“RPT”) project. This letter memorializes that the Trades Council and the Authority are deeming the term “Area Resident” to mean: a resident of the first tier zip codes (within a 15 mile radius of the project site), a resident of the second tier zip codes (remainder of the 30 mile radius of the project site); a resident of the third tier zip codes (remainder of the 50 mile radius of the project site); and veterans, individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, and graduates of Burbank, Glendale and Pasadena school districts regardless of where they reside. By increasing the number of skilled local construction workers employed on the RPT, the letter expands inclusivity, maximizes the economic benefits of the PLA, positively impacts economically disadvantaged communities, and provides support for persons impacted by the recent wildfires.

6. ITEMS FOR COMMISSION APPROVAL

- a. CITIZEN'S ADVISORY COMMITTEE MEMBERSHIP. A staff report is included in the agenda packet. Staff seeks direction from the Commission based upon a request from the Citizen's Advisory Committee (“CAC”) to reestablish the CAC as a 12-member body with three members from the City of Los Angeles.
- b. COMMENCEMENT OF FINANCING ACTIVITIES FOR COMPLETION BONDS AND ENGAGEMENT OF COMPLETION BOND FINANCING TEAM MEMBERS. A staff report is included in the agenda packet. At its special meeting on February 18, 2025, the Finance and Administration Committee directed Staff to seek Commission approval to commence the financing activities related to the issuance of airport revenue bonds in fiscal year 2025-26 (“Completion Bonds”) to fund the construction of the Replacement Passenger Terminal Project.
- c. AWARD OF PROFESSIONAL SERVICES AGREEMENT – SOUTHEAST QUADRANT LANDSIDE DESIGN SERVICES – A staff report is included in the agenda packet. In anticipation of the existing passenger terminal demolition that will begin upon opening of the Replacement Passenger Terminal, at its special meeting on February 18, 2025, the Operations and Development Committee voted (2-0, 1 absent) to recommend the Commission 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.
- d. ADDITIONAL PUBLIC ARTWORK OPPORTUNITY – ARTIST OUTREACH AND SELECTION PROGRAM – REPLACEMENT PASSENGER TERMINAL. A staff report is included in the agenda packet. 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, on March 5, 2025, Staff returned to the Executive Committee (“Committee”) with more information for consideration, including licensing additional artists’ work for display and rotating artwork more frequently. Staff also 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.

At its meeting on March 5, 2025, the Committee voted (3–0) to move the item to the Commission for consideration without a recommendation.

7. ITEMS FOR COMMISSION DISCUSSION

- a. REPLACEMENT PASSENGER TERMINAL CONSTRUCTION UPDATE. No staff report attached. Staff and Jacobs Project Management will provide an update on the progress of the construction of the Replacement Passenger Terminal.

8. ITEMS FOR COMMISSION INFORMATION

- a. No staff report attached. Staff will present a review of passenger traffic activity in 2024, which yielded a record-breaking year of 6.5 million passengers.

**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

**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.

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

MONDAY, DECEMBER 16, 2024

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:40 a.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Wilson, Ovrom and Quintero

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services;

Also Present: Louis Choi, Public Resources Advisory Group

2. Staff Announcement: AB 23

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

3. Approval of Agenda

The agenda was approved as presented.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3-0).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. November 18, 2024

A draft copy of the minutes of the meeting of November 18, 2024, was included in the agenda packet for review.

b. September 16, 2024

A draft copy of the minutes of the meeting of September 2024, was included in the agenda packet for review.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The minutes were unanimously approved (3-0).

6. Treasurer's Report

a. August 2024

A draft copy of the August 2024 Treasurer's Report was included in the agenda packet for the Committee's review.

b. September 2024

A draft copy of the September 2024 Treasurer's Report was included in the agenda packet for the Committee's review.

Motion

Commissioner Ovrom moved approval to recommend that the Commission note and file these reports; seconded by Commissioner Quintero.

Motion Approved

The Treasurer's reports were unanimously approved (3-0).

7. Items for Discussion

a. Replacement Passenger Terminal Project – Financial Update

A consultant from Public Resources Advisory Group updated the Committee on the progress of the Replacement Passenger Terminal from a financial perspective.

8. Items for Information

a. Committee Pending Items

Staff discussed future items to be presented to the Committee.

9. Adjournment

There being no further business to discuss, the meeting was adjourned at 11:30 a.m.

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

MONDAY, NOVEMBER 18, 2024

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Najarian and Williams

Absent: None

Also Present: Staff: Scott Kimball, Deputy Executive Director, Operations, Business and SMS; Edward B. Skvarna, Chief of Police/Director of Public Safety

2. Approval of Agenda

Motion Commissioner Williams moved approval of the agenda; seconded by Commissioner Najarian.

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

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. October 7, 2024 A draft copy of the meeting minutes of October 7, 2024, was included in the agenda packet for review and approval.

Motion Commissioner Williams moved approval of the minutes; seconded by Commissioner Najarian.

Motion Approved The minutes were unanimously approved (3–0).

5. Items for Approval

a. Military Equipment Use Policy Staff requested a recommendation from the Legal, Government and Environmental Affairs Committee to the Commission for adoption of the proposed Resolution No. 514 approving Burbank-Glendale-Pasadena Airport Authority Police Department Policy 705 regarding the use of military equipment as defined by Assembly Bill 481.

Motion Commissioner Williams moved the motion; seconded by Commissioner Najarian.

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

6. Items for Information

a. Committee Pending Items

This item was not discussed.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:35 a.m.

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

TUESDAY, FEBRUARY 18, 2025

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:06 a.m., by President Najarian.

1. ROLL CALL

Present: Commissioners Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Wilson

Absent: Commissioners Asatryan and Gordo

Also Present: Staff: John Hatanaka, Executive Director; Scott Kimball, Executive Deputy Director, Operations and Business; Madeleine Zavala, Senior Manager, Business & Properties; Stephanie Gunawan-Piraner, Director, Engineering and Maintenance

2. PLEDGE OF ALLEGIANCE

Commissioner Najarian led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

Commissioner Wilson moved approval of the agenda; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

The motion was approved (7-0, 2 absent).

AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Wilson

NOES: None

ABSENT: Commissioner Asatryan and Gordo

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary.

Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.) Doug Westfall, Orange, CA; Laura, Burbank, CA.

5. CONSENT CALENDAR

(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)

a. Committee Minutes (For Note and File)

1) Operations and Development Committee

(i) December 16, 2024

Approved minutes of the December 16, 2024, Operations and Development Committee meeting were included in the agenda packet for information purposes.

(ii) November 18, 2024

Approved minutes of the November 18, 2024, Operations and Development Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes

A draft copy of the minutes of the Commission special meeting of January 21, 2025, were included in the agenda packet for Commission review and approval.

6. Treasurer's Report

This item should have been included under the Consent Items.

1) October 2024

At its special meeting on January 21, 2025, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission note and file this report.

MOTION

Commissioner Quintero moved approval of the Consent Calendar; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (7-0, 2 absent)

AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Wilson

NOES: None

ABSENT: Commissioner Asatryan and Gordo

7. ITEMS FOR COMMISSION APPROVAL

a. **Month-to-Month License Agreement – SAAB, Inc.**

At its meeting held immediately preceding the Commission meeting, the Operations and Development Committee voted 2–0, 1 absent) to recommend that the Commission approve a month-to-month License Agreement for Surface Awareness Initiative Equipment Installation and maintenance with SAAB, Inc, This equipment is part of the FAA Program to enhance safety and efficiency in the US National Airspace System.

MOTION

Commissioner Talamantes moved approval; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (7–0, 2 absent)

AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Wilson

NOES: None

ABSENT: Commissioner Asatryan and Gordo

b. **Award of Professional Services Agreement – Concessions Technical Coordinator Services – Replacement Passenger Terminal**

At its meeting held immediately preceding the Commission meeting, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission award a Professional Services Agreement for concessions technical coordinator services in an amount not-to-exceed \$1,648,044 to ATX, Inc., for services from March 17, 2025 to March 17, 2027 which are necessary to facilitate the development of concessionaire programs in the Replacement Passenger Terminal to ensure compliance with the technical requirements, coordinate with the design-builder and the project management team.

MOTION

Commissioner Talamantes moved approval; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (7–0, 2 absent)

AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Wilson

NOES: None

ABSENT: Commissioner Asatryan and Gordo

c. Election of Assistant Secretary

With the retirement of Frank R. Miller as Executive Director, the position of Assistant Secretary became vacant. Although not required to do so, the Commission chose newly appointed Executive Director, John Hatanaka to fill the position until the Election of Officers is held in at the first July meeting.

MOTION

Commissioner Ovrom moved the item; seconded by Commissioner Hampton.

MOTION APPROVED

The motion was approved (7–0, 2 absent)

AYES: Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy and Wilson

NOES: None

ABSENT: Commissioner Asatryan, and Gordo

8. CLOSED SESSION

The meeting convened to Close Session at 9:32 a.m.

**a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))
Title: Executive Director**

Meeting reconvened to Open Session

The meeting was reconvened to Open Session at 10:32 a.m. with seven Commissioners present.

Closed Session Report

There was nothing to report from Closed Session.

9. PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

10. EXECUTIVE DIRECTOR COMMENTS

The Executive Director commented on the following:

- The Executive Director indicated that he would have information regarding the reorganization of Southwest Airlines at the next scheduled meeting.

11. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, report on their activities, and request an agenda item for a future meeting.) There were no comments.

12. PUBLIC COMMENT

None

13. ADJOURNMENT

The meeting was adjourned at 10:34 a.m., by President Najarian

Ara Najarian, President

Tyron Hampton, Secretary

Date

Date

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

MONDAY, FEBRUARY 3, 2025

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:05 a.m., by President Najarian.

1. ROLL CALL

Present: Commissioners Najarian, Talamantes, Hampton, Quintero, Ovrom, Gabel-Luddy, Wilson, Asatryan

Absent: Commissioner Gordo

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

Also present:

Terence Boga, Esq., Airport Counsel, Richards, Watson & Gershon

2. PLEDGE OF ALLEGIANCE

Commissioner Najarian led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

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

MOTION APPROVED

The motion was approved (8-0, 1 absent).

4. PUBLIC COMMENT

(Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.) (See list of names on last page)

The President indicated that presentations for Item No. 5 would begin with the Retail presentations first.

5. ITEMS FOR COMMISSION APPROVAL

a. Protest and Award of Contracts for the Replacement Passenger Terminal Food Service and Retail Concessions

At its special meeting on January 22, 2025, the Executive Committee voted to recommend three actions: (1) that the Commission award contracts for the Replacement Passenger

Terminal food service and retail concessions programs. For the retail concessions program, the Committee voted unanimously to recommend the Commission award the contract to Marshall Retail Group (“MRG”), a WHSmith Company; (2) For the food service concession program, the Committee disagreed with Staff’s recommendation and voted 2–1 to recommend the Commission accept a bid protest by MCS Burbank, LLC; and (3) award the contract to MCS.

Presentations were made first for retail concessions and then for the food service concessions.

MOTION

Commissioner Asatryan moved that the retail concession contract be awarded to MRG subject to the submission of evidence of a labor peace agreement; seconded by Commissioner Ovrom.

MOTION APPROVED

The motion was approved (8–0, 1 absent)

AYES: Najarian, Talamantes, Hampton, Quintero, Gabel-Luddy, Wilson, Asatryan

NOES: None

ABSENT: Commissioner Gordo

MOTION

Commissioner Quintero moved to reject the protest by MCS; seconded by Commissioner Wilson.

MOTION APPROVED

The motion was approved (7–0, 1 absent, 1 abstention)

AYES: Najarian, Talamantes, Hampton, Quintero, Gabel-Luddy, Wilson, Asatryan

NOES: None

ABSTAINED: Commissioner Gable-Luddy

ABSENT: Commissioner Gordo

MOTION

Commissioner Hampton moved that the food concession contract be awarded to MCS subject to submission of evidence of a labor

peace agreement; seconded by Commissioner Quintero.

MOTION APPROVED

The motion was approved contingent on evidence of an LPA (7–1, 1 absent)

AYES: Talamantes, Hampton, Quintero
Ovrom, Gable-Luddy, Wilson,
Asatryan

NOES: Commissioner Najarian

ABSENT: Commissioner Gordo

6. EXECUTIVE DIRECTOR COMMENTS

There were no comments.

7. COMMISSIONER COMMENTS

There were no comments.

8. PUBLIC COMMENT

There were no comments

9. ADJOURNMENT

The meeting was adjourned at 1:47 p.m., by President Najarian.

Ara Najarian, President

Tyron Hampton, Secretary

Date

Date

Public Comments (Food Service)

Tony Corona, Simi Valley
Chani Hitt, Los Angeles
Sal Aurora, Studio City
Briana Valdez
Melina Davies, Burbank
Pat Murray
Scott Welding, Phoenix, AZ
Mario Guddemi
Heather Barry
Jaime Keyser
Albert Hernandez, Burbank
Barry Gussow, Burbank
Michael Hastings, Burbank
DeVonda Banks, Pasadena
Tyler Anderson, Pasadena
Chuck Jones, Pasadena
Dr. Laura Duncan, Glendale
Gevik Baghdassarian, Glendale
Christina Gonzales, Pasadena
Paul Hernan
Mike Fanim, Los Angeles
Kevin McCarney, Toluca Lake
Nick Crows, Los Angeles
Gregory Plummer, El Segundo
Antonia Lofaso
Joe Essa
Jeremy Fletcher, Los Angeles
Lee Wochner, Burbank
Jason Richter
Steve Mora
Eduardo Ray
Caitlin Bryant
Brent Hicks

Public Comments (Retail)

Luandro Preza, Hawthorne
Ana Sheran
Arun Ramahrishna
Arpi Krihorian
Juan Munoz
Kevin Mills, Pasadena
Mary Entoma, Los Angeles
Roderick McOwen, Las Vegas



March 17, 2025

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Dear Commissioners:

The attached report, covering the month of November 2024, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

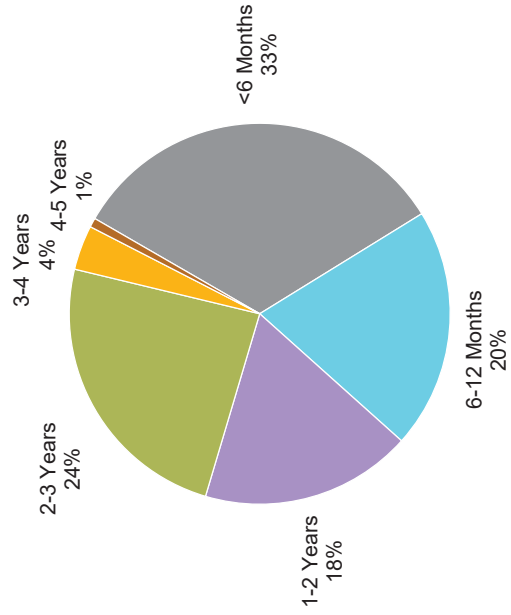
Tyron Hampton
Treasurer

Attachments

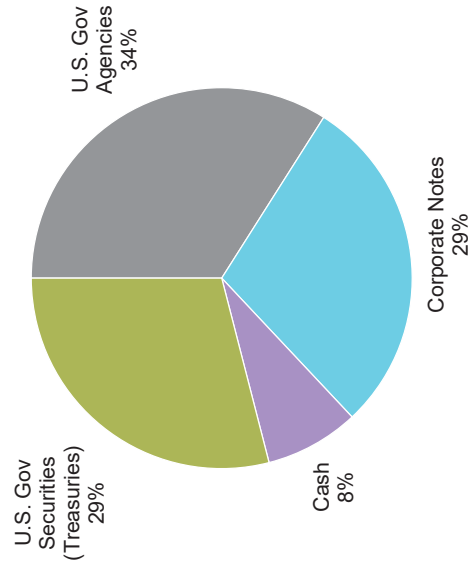
Operating Portfolio investment guidelines conformance As of November 30, 2024

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	2.03 Years	70%	34%
Corporate Notes	5 Years	3.84 Years	30%	29%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	8%
U.S. Gov Securities (Treasuries)	5 Years	2.58 Years	No limit	29%

Maturity distribution



Sector allocation



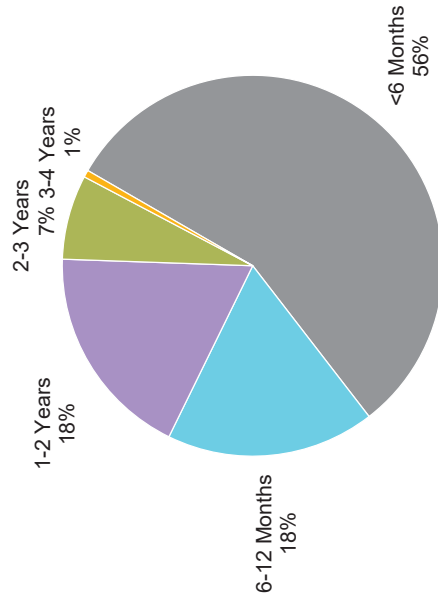
Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

PFC Portfolio investment guidelines conformance

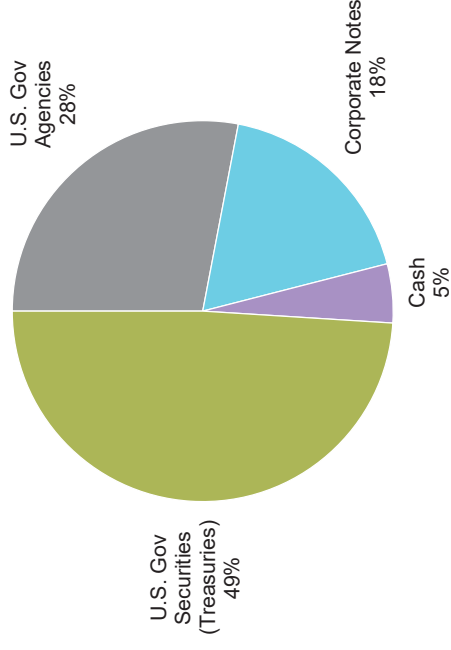
As of November 30, 2024

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.03 Years	70%	28%
Corporate Notes	5 Years	4.38 Years	30%	18%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	5%
U.S. Gov Securities (Treasuries)	5 Years	2.92 Years	No limit	49%

Maturity distribution



Sector allocation



Source: Aladdin

There is no guarantee that the investment objective will be achieved or that return expectations will be met.

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 11/30/24

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
11/30/24	Dreyfus Treasury	BAX9MM47	0.000	11/30/24	11/30/24	\$ 20,022,711	\$ 20,022,711	100.00	\$ 20,022,711	\$ -	4.49%	0	8.12%
11/26/24	Treasury Bill	912796ZV4	0.000	12/26/24	12/26/24	5,800,000	5,778,730	99.70	5,782,475	3,745	4.62%	26	2.34%
01/27/22	FHLB	3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	99.94	2,198,706	(82,340)	4.21%	13	0.89%
01/27/22	Treasury Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	99.85	1,997,031	19,765	4.38%	15	0.81%
06/25/20	Wisconsin Electric Power Company	976656CLO	2.050	12/15/24	12/15/24	1,450,000	1,518,887	99.85	1,447,840	(71,047)	5.36%	15	0.59%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	1,540,000	1,536,535	99.67	1,534,854	(1,681)	4.37%	37	0.62%
12/10/21	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	99.70	1,495,552	(32,048)	4.24%	38	0.61%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	99.73	1,695,395	3,475	4.93%	44	0.69%
03/29/21	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	99.63	1,992,553	(77,342)	4.61%	52	0.81%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	01/22/25	2,450,000	2,421,650	100.00	2,450,072	28,422	5.75%	53	0.99%
09/10/24	Bank of New York Mellon	06406RDX4	4.890	07/21/28	01/22/25	2,000,000	2,039,400	100.71	2,014,207	(25,193)	4.83%	53	0.82%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/25	2,625,000	2,344,402	95.70	2,512,154	167,752	4.98%	66	1.02%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	1,825,000	1,770,464	99.59	1,817,493	47,029	4.82%	72	0.74%
10/01/20	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	99.41	6,958,633	(124,183)	4.42%	74	2.82%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	99.35	1,738,602	(15,231)	4.49%	87	0.70%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,825,000	1,939,204	99.46	1,815,141	(124,063)	4.71%	96	0.74%
08/05/20	FHLB	3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	99.41	248,531	(24,529)	4.39%	104	0.10%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,875,000	2,048,908	99.50	1,865,561	(183,347)	4.85%	105	0.76%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	98.73	2,270,711	(16,531)	4.35%	121	0.92%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	99.38	993,819	(93,111)	4.68%	122	0.40%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	99.47	248,687	(26,208)	4.80%	122	0.10%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	98.56	6,899,081	(133,353)	4.41%	135	2.80%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	99.25	1,786,449	16,137	4.71%	136	0.72%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/25	2,425,000	2,481,308	101.10	2,451,783	(29,525)	5.65%	139	0.99%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	98.52	9,359,414	42,035	4.41%	143	3.79%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	99.42	1,789,616	(11,719)	4.69%	164	0.73%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	99.46	1,392,463	(121,794)	4.69%	166	0.56%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	99.40	1,689,730	(62,157)	4.75%	171	0.69%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	98.11	1,962,109	5,227	4.70%	179	0.80%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	99.46	1,392,414	4,076	4.52%	197	0.56%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	10,000,000	9,874,566	97.65	9,765,234	(109,332)	4.34%	212	3.96%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	5,000,000	4,843,262	99.16	4,958,203	114,941	4.36%	227	2.01%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	99.21	1,984,253	(240,883)	4.67%	261	0.80%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	97.14	3,399,950	(93,400)	4.35%	268	1.38%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	99.27	1,365,015	4,313	4.63%	275	0.55%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 11/30/24

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,900,000	1,899,060	99.62	1,892,751	(6,309)	4.55%	282	0.77%
09/29/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	7,000,000	6,978,380	99.81	6,986,908	8,528	4.47%	304	2.83%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	96.47	11,576,954	(272,026)	4.37%	342	4.69%
09/10/24	MetLife Inc	59156RBQ0	3.600	11/13/25	11/13/25	2,000,000	1,986,680	99.08	1,981,677	(5,003)	4.59%	348	0.80%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	98.94	1,765,173	(75,104)	4.52%	411	0.72%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	95.90	1,678,320	95,710	4.35%	424	0.68%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	95.41	9,541,016	467,852	4.31%	455	3.87%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	95.87	3,738,791	197,748	4.35%	460	1.52%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	96.31	1,902,072	(88,884)	4.50%	465	0.77%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	99.69	7,227,454	38,136	4.37%	468	2.93%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	98.88	1,483,202	12,890	4.62%	487	0.60%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	97.33	1,581,639	(90,662)	4.56%	517	0.64%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	95.95	959,538	(92,223)	4.25%	650	0.39%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	96.14	1,177,666	37,341	4.51%	654	0.48%
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	96.55	1,062,082	49,642	4.33%	675	0.43%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	95.93	9,593,359	239,414	4.18%	715	3.89%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	97.08	970,799	25,979	4.49%	731	0.39%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,846	95.91	3,644,635	(266,211)	4.24%	741	1.48%
09/10/24	Bristol-Myers Squibb Co	110122EE4	4.900	02/22/27	02/22/27	2,000,000	2,045,640	101.11	2,022,294	(23,346)	4.37%	814	0.82%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,266	92.25	9,225,000	382,734	4.14%	851	3.74%
09/10/24	Comcast Corporation	20030NDK4	3.300	04/01/27	04/01/27	2,050,000	2,017,944	97.47	1,998,130	(19,814)	4.45%	852	0.81%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,125,000	1,963,472	94.71	2,012,667	49,195	4.29%	892	0.82%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,016	91.16	9,116,406	355,390	4.14%	942	3.70%
09/10/24	Honeywell International Inc	438516CX2	4.650	07/30/27	07/30/27	2,000,000	2,044,680	100.74	2,014,788	(29,892)	4.35%	972	0.82%
09/11/24	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	2,100,000	2,047,647	96.53	2,027,093	(20,554)	4.22%	984	0.82%
09/10/24	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	2,050,000	2,033,992	97.87	2,006,301	(27,691)	4.34%	988	0.81%
09/11/24	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	1,550,000	1,543,521	98.23	1,522,555	(20,966)	4.44%	1005	0.62%
09/10/24	FNMA	3135G05Y5	0.750	10/08/27	10/08/27	10,800,000	9,946,364	91.13	9,842,224	(104,140)	4.07%	1042	3.99%
02/15/23	UnitedHealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,100,000	1,960,394	96.20	2,020,188	59,794	4.37%	1049	0.82%
09/17/24	Treasury Note	91282CAU5	0.500	10/31/27	10/31/27	10,000,000	9,128,184	90.13	9,013,281	(114,903)	4.12%	1065	3.65%
09/17/24	FHLB	3130ATUS4	4.250	12/10/27	12/10/27	3,835,000	3,922,246	100.13	3,839,952	(82,294)	4.20%	1105	1.56%
09/11/24	PepsiCo Inc	713448FL7	3.600	02/18/28	02/18/28	1,000,000	994,149	97.97	979,673	(14,476)	4.28%	1175	0.40%
09/10/24	Citibank NA	17325FBB	5.800	09/29/28	09/29/28	2,350,000	2,494,195	104.11	2,446,663	(47,532)	4.62%	1399	0.99%
09/10/24	AbbVie Inc	00287YBF5	4.250	11/14/28	11/14/28	2,000,000	2,027,679	99.33	1,986,546	(41,133)	4.44%	1445	0.81%
09/17/24	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	2,000,000	1,964,919	95.80	1,915,931	(48,988)	4.44%	1597	0.78%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 11/30/24

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
		Subtotal				\$ 253,031,711	\$ 246,764,068		\$ 246,050,170	\$ (713,898)	4.39%	449	99.76%
	Local Agency Investment Fund (LAIF)					586,663	586,663	100.21	587,872	1,209	4.48%	256	0.24%
		Subtotal				\$ 253,618,374	\$ 247,350,731		\$ 246,638,042	\$ (712,689)	4.39%	449	100.00%
	Operating Bank Balance						12,277,304						
		TOTAL					\$ 259,628,035						

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 11/30/24

PURCHASES										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest		
11/26/24	Treasury Bill	912796ZV4	0.000	12/26/24	\$ 5,800,000.00	99.63327	\$ 5,778,729.71	\$ -		
					TOTAL PURCHASES		\$ 5,778,729.71	\$ -		
MATURITIES										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)		
10/29/24	Treasury Bill	912797MD6	0.000	11/26/24	\$15,300,000.00	99.65235	\$15,246,809.47	\$ 53,190.53		
					TOTAL MATURITIES		\$15,246,809.47	\$ 53,190.53		
SALES / REDEMPTIONS / DELIVERS										
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
					TOTAL SALES / REDEMPTIONS / DELIVERS			\$ -	\$ -	\$ -

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
11/01/24-11/30/24

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Treasury Bill	NOTE	912797MD6	0.000	11/26/24	-	-	-	-	-	-	-
Treasury Bill	NOTE	912796ZV4	0.000	12/26/24	-	-	-	-	-	2,933.83	2,933.83
FHLB	NOTE	3130A3GE8	2.750	12/13/24	23,191.67	-	-	28,233.33	5,041.66	(2,349.15)	2,692.51
Treasury Note	NOTE	91282CDN8	1.000	12/15/24	7,595.63	-	-	9,234.97	1,639.34	648.32	2,287.66
Wisconsin Electric Power Company	NOTE	976656CL0	2.050	12/15/24	11,229.44	-	-	13,706.53	2,477.09	(1,336.93)	1,140.16
FFCB	NOTE	3133ENKS8	1.130	01/06/25	5,534.38	-	-	6,978.13	1,443.75	96.70	1,540.45
Federal National Mortgage Assoc	NOTE	3135G0X24	1.630	01/07/25	7,718.75	-	-	9,750.00	2,031.25	(750.00)	1,281.25
Apple Inc	NOTE	037833DF4	2.750	01/13/25	14,025.00	-	-	17,920.83	3,895.83	252.50	4,148.33
US Bank NA/Cincinnati	NOTE	90331HPL1	2.050	01/21/25	11,388.89	-	-	14,805.56	3,416.67	(1,582.58)	1,834.09
Merck & Co Inc	NOTE	58933YAR6	2.750	02/10/25	11,292.19	-	-	15,474.48	4,182.29	1,900.21	6,082.50
FHLMC Reference Note	NOTE	3137EAEP0	1.500	02/12/25	23,041.67	-	-	31,791.67	8,750.00	(2,042.08)	6,707.92
FFCB	NOTE	3133ENPY0	1.750	02/25/25	5,614.58	-	-	8,166.67	2,552.09	(107.65)	2,444.44
Exxon Mobil Corp	NOTE	30231GAF9	2.709	03/06/25	7,553.22	-	-	11,673.16	4,119.94	(2,315.40)	1,804.54
FHLB	NOTE	3130A4CH3	2.380	03/14/25	775.17	-	-	1,269.97	494.80	(417.25)	77.55
Ace InA Holdings Inc	NOTE	00440EAS6	3.150	03/15/25	7,546.88	-	-	12,468.75	4,921.87	(3,304.31)	1,617.56
Treasury Note	NOTE	912828ZF0	0.050	03/31/25	1,010.99	-	-	1,958.79	947.80	299.71	1,247.51
Florida Power & Light Company	NOTE	341081FZ5	2.850	04/01/25	2,375.00	-	-	4,750.00	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	369550BK3	3.250	04/01/25	677.08	-	-	1,354.17	677.09	(502.51)	174.58
Federal Home Loan Banks	NOTE	3130AJHU6	0.500	04/14/25	1,652.78	-	-	4,569.44	2,916.66	(603.36)	2,313.30
Home Depot Inc	NOTE	437076CM2	2.700	04/15/25	2,160.00	-	-	6,210.00	4,050.00	874.48	4,924.48
FNMA	NOTE	3135G03U5	0.630	04/22/25	1,484.38	-	-	6,432.29	4,947.91	5,075.00	10,022.91
Caterpillar Financial Services	NOTE	14913R2V8	3.400	05/13/25	28,560.00	30,600.00	-	3,060.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	369550BG2	3.500	05/15/25	22,594.44	24,500.00	-	2,177.78	4,083.34	(2,327.83)	1,755.51
Qualcomm Incorporated	NOTE	747525AF0	3.450	05/20/25	26,229.58	29,325.00	-	1,792.08	4,887.50	(1,297.51)	3,589.99
Pfizer Inc	NOTE	717081EX7	0.800	05/28/25	6,800.00	8,000.00	-	133.33	1,333.33	1,121.44	2,454.77
Cisco Systems Inc	NOTE	17275RAW2	3.500	06/15/25	18,511.11	-	-	22,594.44	4,083.33	338.12	4,421.45
Treasury Note	NOTE	912828ZW3	0.250	06/30/25	8,423.91	-	-	10,461.96	2,038.05	4,112.09	6,150.14
Treasury Note	NOTE	91282CEY3	3.000	07/15/25	44,429.35	-	-	56,657.61	12,228.26	5,072.82	17,301.08
State Street Corporation	NOTE	857477AT0	3.550	08/18/25	14,397.22	-	-	20,313.89	5,916.67	(3,993.26)	1,923.41
FNMA Benchmark Note	NOTE	3135G05X7	0.375	08/25/25	2,406.25	-	-	3,500.00	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	12189LAY7	3.650	09/01/25	8,364.58	-	-	12,546.88	4,182.30	379.08	4,561.38
John Deere Capital Corp	NOTE	24422EWJ4	4.050	09/08/25	11,328.75	-	-	17,741.25	6,412.50	46.39	6,458.89
FFCB	NOTE	3133ENP95	4.250	09/30/25	25,618.06	-	-	50,409.72	24,791.66	606.26	25,397.92

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
11/01/24-11/30/24

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	29,000.00	30,000.00	-	4,000.00	5,000.00	3,189.17	8,189.17
MeLife Inc	NOTE	59156RBQ0	3.600	11/13/25	33,600.00	36,000.00	-	3,600.00	6,000.00	946.92	6,946.92
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	18,647.76	-	-	23,925.42	5,277.66	(979.50)	4,298.16
FHLB	NOTE	3130AKQX7	0.700	01/28/26	3,164.58	-	-	4,185.42	1,020.84	4,615.53	5,636.37
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	8,563.54	-	-	12,707.18	4,143.64	26,869.80	31,013.44
FHLB	NOTE	3130ALHH0	0.960	03/05/26	5,824.00	-	-	8,944.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	4,196.88	-	-	6,665.63	2,468.75	(185.28)	2,283.47
FHLB	NOTE	3130AUJ36	4.130	03/13/26	39,875.00	-	-	64,796.88	24,921.88	1,651.97	26,573.85
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	4,687.50	-	-	9,375.00	4,687.50	873.02	5,560.52
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	-	-	-	3,520.83	3,520.83	(841.90)	2,678.93
Bank of America Corp	NOTE	06051GLA5	4.830	07/22/26	32,521.91	-	-	42,377.04	9,855.13	725.28	10,580.41
FHLB	NOTE	3130A8XY4	1.880	09/11/26	2,604.17	-	-	4,166.67	1,562.50	(864.12)	698.38
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	3,521.88	-	-	5,818.75	2,296.87	2,122.83	4,419.70
PepsiCo Inc	NOTE	713448DN5	2.380	10/06/26	1,814.24	-	-	3,991.32	2,177.08	2,031.55	4,208.63
Morgan Stanley	NOTE	61747YEX9	6.140	10/16/26	6,201.94	-	-	18,605.81	12,403.87	(1,353.74)	11,050.13
Treasury Note	NOTE	912828U24	2.000	11/15/26	92,391.30	100,000.00	-	8,839.78	16,448.48	14,683.84	31,132.32
Duke Energy Carolinas	NOTE	26442CAS3	2.950	12/01/26	12,291.67	14,750.00	-	-	2,458.33	1,344.76	3,803.09
FHLB	NOTE	3130A9YY1	2.130	12/11/26	31,402.78	-	-	38,131.94	6,729.16	(1,881.94)	4,847.22
Bristol-Myers Squibb Co	NOTE	110122EE4	4.900	02/22/27	18,783.33	-	-	26,950.00	8,166.67	(1,554.14)	6,612.53
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	6,597.50	-	-	8,872.50	2,275.00	6,078.65	8,353.65
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	5,494.51	-	-	10,645.60	5,151.09	23,655.22	28,806.31
Comcast Corporation	NOTE	20030NDK4	3.300	04/01/27	5,637.50	-	-	11,275.00	5,637.50	1,045.49	6,682.99
Chevron Corp	NOTE	166764BX7	2.300	05/11/27	20,019.27	21,196.88	-	2,355.21	3,532.82	3,477.14	7,009.96
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	16,847.83	-	-	20,923.91	4,076.08	24,244.03	28,320.11
Honeywell International Inc	NOTE	438516CX2	4.650	07/30/27	23,250.00	-	-	31,000.00	7,750.00	(1,290.09)	6,459.91
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	13,300.00	-	-	18,287.50	4,987.50	1,497.23	6,484.73
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	15,147.22	-	-	21,126.39	5,979.17	455.71	6,434.88
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	9,687.50	-	-	14,531.25	4,843.75	181.82	5,025.57
FNMA	NOTE	3135G05Y5	0.750	10/08/27	5,175.00	-	-	11,925.00	6,750.00	23,133.76	29,883.76
UnitedHealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	2,753.33	-	-	7,915.83	5,162.50	2,598.28	7,760.78
Treasury Note	NOTE	91282CAU5	0.500	10/31/27	138.12	-	-	4,281.77	4,143.65	22,982.86	27,126.51
FHLB	NOTE	3130ATU54	4.250	12/10/27	63,836.77	-	-	77,419.06	13,582.29	(2,252.48)	11,329.81
PepsiCo Inc	NOTE	713448FL7	3.600	02/18/28	7,300.00	-	-	10,300.00	3,000.00	141.99	3,141.99
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	26,895.00	-	-	35,045.00	8,150.00	(850.36)	7,299.64

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
11/01/24-11/30/24

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Citibank NA	NOTE	17325FBB	5.800	09/29/28	12,121.82	-	-	23,486.03	11,364.21	(2,967.00)	8,397.21
AbbVie Inc	NOTE	00287YBF5	4.250	11/14/28	39,430.56	42,500.00	-	4,013.89	7,083.33	(552.50)	6,530.83
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	3,000.00	-	-	8,625.00	5,625.00	638.98	6,263.98
	Subtotal				\$ 989,255.36	\$ 336,871.88	\$ -	\$ 1,020,768.29	\$ 368,384.81	\$ 162,630.80	\$ 531,015.61
CASH EQUIVALENTS											
Dreyfus Treasury					-	85,691.37	-	-	85,691.37	-	85,691.37
	Subtotal				\$ -	\$ 85,691.37	\$ -	\$ -	\$ 85,691.37	\$ -	\$ 85,691.37
LAIF											
Local Agency Investment Fund					48,031.09	-	-	85,147.25	37,116.16	-	37,116.16
	TOTAL				\$ 1,037,286.45	\$ 422,563.25	\$ -	\$ 1,105,915.54	\$ 491,192.34	\$ 162,630.80	\$ 653,823.14

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 11/30/24

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
11/30/24	Dreyfus Trsy Sec CM Investor	09248U718	0.000	11/30/24	11/30/24	\$ 3,003,434	\$ 3,003,434	100.00	\$ 3,003,434	\$ -	4.49%	0	4.75%
09/24/20	Wisconsin Electric Power Company	976656CLO	2.050	12/15/24	12/15/24	350,000	368,382	99.85	349,479	(18,903)	5.36%	15	0.55%
11/19/24	Treasury Bill	912797MP9	0.000	12/17/24	12/17/24	7,850,000	7,823,492	99.81	7,835,179	11,687	4.60%	17	12.38%
11/26/24	Treasury Bill	912796ZV4	0.000	12/26/24	12/26/24	10,750,000	10,710,577	99.70	10,717,519	6,942	4.62%	26	16.94%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	99.67	458,463	(502)	4.37%	37	0.72%
12/10/21	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	99.70	1,744,811	(37,389)	4.42%	38	2.76%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	99.73	423,849	869	4.93%	44	0.67%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	01/21/25	495,000	490,179	100.00	495,015	4,836	5.75%	52	0.78%
02/17/22	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	99.63	473,231	(2,520)	4.61%	52	0.75%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/25	600,000	533,574	95.70	574,207	40,633	4.98%	66	0.91%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	434,000	421,031	99.59	432,215	11,184	4.82%	72	0.68%
01/06/22	FHLMC Reference Note	3137EAEPO	1.500	02/12/25	02/12/25	1,750,000	1,765,705	99.41	1,739,658	(26,047)	4.42%	74	2.75%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	99.35	1,241,859	(10,879)	4.49%	87	1.96%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	450,000	474,519	99.46	447,569	(26,950)	4.71%	96	0.71%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	99.50	432,810	(41,981)	4.85%	105	0.68%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	98.73	1,579,625	(11,500)	4.35%	121	2.50%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	99.47	49,737	(5,242)	4.80%	122	0.08%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	98.56	1,429,095	(24,889)	4.41%	135	2.26%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	99.25	421,801	3,087	4.71%	136	0.67%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/25	525,000	538,418	101.10	530,798	(7,620)	5.65%	139	0.84%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	98.52	1,206,872	16,840	4.41%	143	1.91%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	99.42	422,548	(4,084)	4.69%	164	0.67%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	99.46	348,116	(31,957)	4.69%	166	0.55%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	99.40	397,584	(15,010)	4.75%	171	0.63%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	98.11	466,001	(703)	4.70%	179	0.74%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	99.46	397,833	229	4.52%	197	0.63%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	99.21	1,587,313	15,500	4.36%	197	2.51%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	97.65	1,708,916	(1,518)	4.34%	212	2.70%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	99.16	1,189,969	27,844	4.36%	227	1.88%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	99.21	471,260	(60,057)	4.67%	261	0.74%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	99.27	322,640	545	4.63%	275	0.51%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	99.62	423,378	(2,141)	4.55%	282	0.67%
10/11/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	1,000,000	995,940	99.81	998,130	2,190	4.47%	304	1.58%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	96.47	3,043,774	(96,343)	4.37%	342	4.81%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	98.94	410,620	(22,194)	4.52%	411	0.65%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 11/30/24

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	95.90	1,006,992	57,426	4.35%	424	1.59%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,400,000	1,269,855	95.41	1,335,742	65,887	4.31%	455	2.11%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	100.14	2,002,836	(952)	4.38%	457	3.17%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	95.87	862,798	45,634	4.35%	460	1.36%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	96.31	433,383	(21,955)	4.50%	465	0.68%
02/17/23	FHLB	3130AUJ36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	99.69	1,246,113	6,575	4.37%	468	1.97%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	300,000	294,711	98.88	296,640	1,929	4.62%	487	0.47%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,284	97.33	364,994	(24,290)	4.56%	517	0.58%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	95.95	287,861	(27,667)	4.25%	650	0.45%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	96.14	288,408	9,144	4.51%	654	0.46%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,180	96.55	434,488	20,308	4.33%	675	0.69%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,469	95.93	2,014,605	28,136	4.18%	715	3.18%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,418	95.91	671,380	(49,038)	4.24%	741	1.06%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	2,250,000	1,984,481	92.25	2,075,625	91,144	4.14%	851	3.28%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,085	94.71	449,890	7,805	4.29%	892	0.71%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	1,000,000	875,741	91.16	911,641	35,900	4.14%	942	1.44%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	450,000	416,654	96.20	432,897	16,243	4.37%	1049	0.68%
09/17/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	365,000	387,133	104.11	380,014	(7,119)	4.62%	1399	0.60%
		Subtotal				\$ 64,262,434	\$ 63,322,548		\$ 63,271,615	\$ (50,933)	4.50%	235	100.00%
		TOTAL					<u>6,193,942</u>						
		PFC Bank Balance					\$ 69,516,490						

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 11/30/24

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
11/19/24	Treasury Bill	912797MP9	0.000	12/17/24	\$ 7,850,000.00	99.66231	\$ 7,823,491.53	\$ -
11/26/24	Treasury Bill	912796ZV4	0.000	12/26/24	10,750,000.00	99.63327	10,710,576.61	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
TOTAL PURCHASES					\$ 18,600,000.00		\$ 18,534,068.14	\$ -

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
10/15/24	Treasury Bill	912797MC8	0.000	11/19/24	\$ 7,750,000.00	99.55639	\$ 7,715,620.57	\$ 34,379.43
10/29/24	Treasury Bill	912797MD8	0.000	11/26/24	10,700,000.00	99.65122	10,662,680.15	37,319.85
						-	-	-
						-	-	-
TOTAL MATURITIES					\$ 18,450,000.00		\$ 18,378,300.72	\$ 71,699.28

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
								\$ -		\$ -
								-		-
								-		-
								-		-
								-		-
								\$ -		\$ -
								-		-
TOTAL SALES / REDEMPTIONS / DELIVERS								\$ -	\$ -	\$ -

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
11/01/24-11/30/24

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Treasury Bill	NOTE	912797MD8	0.000	11/26/24	-	-	-	-	-	-	-
Treasury Bill	NOTE	912797MC8	0.000	11/19/24	-	-	-	-	-	-	-
Treasury Bill	NOTE	912797MP9	0.000	12/17/24	-	-	-	-	-	-	10,799.75
Treasury Bill	NOTE	912796ZV4	0.000	12/26/24	-	-	-	-	-	-	5,437.71
Wisconsin Electric Power Company	NOTE	976656CLO	2.050	12/15/24	2,710.56	-	-	3,308.47	597.91	(377.41)	220.50
FFCB	NOTE	3133ENKS8	1.130	01/06/25	1,653.13	-	-	2,084.38	431.25	28.88	460.13
Federal National Mortgage Assoc	NOTE	3135G0X24	1.630	01/07/25	9,005.21	-	-	11,375.00	2,369.79	(875.00)	1,494.79
Apple Inc	NOTE	037833DF4	2.750	01/13/25	3,506.25	-	-	4,480.21	973.96	63.13	1,037.09
US Bank NA/Cincinnati	NOTE	90331HPL1	2.050	01/21/25	2,704.86	-	-	3,516.32	811.46	(21.46)	790.00
Merck & Co Inc	NOTE	58933YAR6	2.750	02/10/25	2,685.38	-	-	3,679.96	994.58	451.89	1,446.47
FHLMC Reference Note	NOTE	3137EAEP0	1.500	02/12/25	5,760.42	-	-	7,947.92	2,187.50	(423.98)	1,763.52
FFCB	NOTE	3133ENPY0	1.750	02/25/25	4,010.42	-	-	5,833.33	1,822.91	(76.90)	1,746.01
Exxon Mobil Corp	NOTE	30231GAF9	2.709	03/06/25	1,862.44	-	-	2,878.31	1,015.87	(476.78)	539.09
Ace InA Holdings Inc	NOTE	00440EAS6	3.150	03/15/25	1,750.88	-	-	2,892.75	1,141.87	(796.61)	345.26
Treasury Note	NOTE	91282ZF0	0.050	03/31/25	703.30	-	-	1,362.64	659.34	208.50	867.84
General Dynamics Corporation	NOTE	369550BK3	3.250	04/01/25	135.42	-	-	270.83	135.41	(100.50)	34.91
Federal Home Loan Banks	NOTE	3130AJHU6	0.500	04/14/25	342.36	-	-	946.53	604.17	(74.30)	529.87
Home Depot Inc	NOTE	437076CM2	2.700	04/15/25	510.00	-	-	1,466.25	956.25	178.07	1,134.32
FNMA	NOTE	3135G03U5	0.630	04/22/25	191.41	-	-	829.43	638.02	1,029.98	1,668.00
Caterpillar Financial Services	NOTE	14913R2V8	3.400	05/13/25	6,743.33	7,225.00	-	722.50	1,204.17	(46.43)	1,157.74
General Dynamics Corporation	NOTE	369550BG2	3.500	05/15/25	5,648.61	6,125.00	-	544.44	1,020.83	(635.58)	385.25
Qualcomm Incorporated	NOTE	747525AF0	3.450	05/20/25	6,171.67	6,900.00	-	421.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	717081EX7	0.800	05/28/25	1,615.00	1,900.00	-	31.67	316.67	204.10	520.77
Cisco Systems Inc	NOTE	17275RAW2	3.500	06/15/25	5,288.89	-	-	6,455.56	1,166.67	66.68	1,233.35
Treasury Note	NOTE	91282CEU1	2.875	06/15/25	17,469.95	-	-	21,240.44	3,770.49	831.49	4,601.98
Treasury Note	NOTE	91282ZW3	0.250	06/30/25	1,474.18	-	-	1,830.84	356.66	903.55	1,260.21
Treasury Note	NOTE	91282CEY3	3.000	07/15/25	10,663.04	-	-	13,597.83	2,934.79	1,118.36	4,053.15
State Street Corporation	NOTE	857477AT0	3.550	08/18/25	3,419.34	-	-	4,824.55	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	12189LAY7	3.650	09/01/25	1,977.08	-	-	2,965.63	988.55	75.47	1,064.02
John Deere Capital Corp	NOTE	24422EWJ4	4.050	09/08/25	2,534.06	-	-	3,968.44	1,434.38	(14.46)	1,419.92
FFCB	NOTE	3133ENP95	4.250	09/30/25	3,659.72	-	-	7,201.39	3,541.67	114.04	3,655.71
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	7,624.58	7,887.50	-	1,051.67	1,314.59	311.02	1,625.61
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	4,337.90	-	-	5,565.61	1,227.71	(343.47)	884.24

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
11/01/24-11/30/24

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized		Interest		Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
						Interest For Period	Paid At Purc/Recv	Interest For Period	Earned				
FHLB	NOTE	3130AKQX7	0.700	01/28/26	1,898.75	-	-	2,511.25	612.50	2,769.32	3,381.82		
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	1,198.90	-	-	1,779.01	580.11	3,611.00	4,191.11		
FFCB	NOTE	3133EPCF0	4.500	03/02/26	14,750.00	-	-	22,250.00	7,500.00	(117.03)	7,382.97		
FHLB	NOTE	3130ALHH0	0.960	03/05/26	1,344.00	-	-	2,084.00	720.00	2,208.97	2,928.97		
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	956.25	-	-	1,518.75	562.50	(98.18)	464.32		
FHLB	NOTE	3130AUU36	4.130	03/13/26	6,875.00	-	-	11,171.88	4,296.88	284.82	4,581.70		
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	937.50	-	-	1,875.00	937.50	153.75	1,091.25		
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	-	-	-	812.50	812.50	(264.67)	547.83		
Bank of America Corp	NOTE	06051GLA5	4.830	07/22/26	6,570.75	-	-	8,561.89	1,991.14	117.99	2,109.13		
FHLB	NOTE	3130A8XY4	1.880	09/11/26	781.25	-	-	1,250.00	468.75	(259.24)	209.51		
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	862.50	-	-	1,425.00	562.50	519.84	1,082.34		
Pepsico Inc	NOTE	713448DN5	2.380	10/06/26	742.19	-	-	1,632.81	890.62	831.09	1,721.71		
Morgan Stanley	NOTE	61747YEX9	6.140	10/16/26	1,342.69	-	-	4,028.06	2,685.37	(312.24)	2,373.13		
Treasury Note	NOTE	912828U24	2.000	11/15/26	19,402.17	21,000.00	-	1,856.35	3,454.18	2,650.54	6,104.72		
FHLB	NOTE	3130A9YY1	2.130	12/11/26	5,784.72	-	-	7,024.31	1,239.59	(346.67)	892.92		
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	1,508.00	-	-	2,028.00	520.00	1,377.18	1,897.18		
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	1,236.26	-	-	2,395.26	1,159.00	5,243.93	6,402.93		
Chevron Corp	NOTE	166764BX7	2.000	05/11/27	4,474.90	4,738.13	-	526.46	789.69	688.84	1,478.53		
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	1,684.78	-	-	2,092.39	407.61	2,378.90	2,786.51		
Unitedhealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	590.00	-	-	1,696.25	1,106.25	596.16	1,702.41		
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	1,882.75	-	-	3,647.83	1,765.08	(457.62)	1,307.46		
Subtotal					\$ 190,982.75	\$ 55,775.63	\$ -	\$ 205,441.57	\$ 70,234.45	\$ 37,805.21	\$ 108,039.66		
CASH EQUIVALENTS													
Dreyfus Trsy Sec CM Investor					-	15,062.32	-	-	15,062.32	-	-	15,062.32	
Subtotal					\$ -	\$ 15,062.32	\$ -	\$ -	\$ 15,062.32	\$ -	\$ 15,062.32		
TOTAL					\$ 190,982.75	\$ 70,837.95	\$ -	\$ 205,441.57	\$ 85,296.77	\$ 37,805.21	\$ 123,101.98		

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2024 & 2023

		November 2024				Fiscal YTD Performance (July 2024 - November 2024)			
		Monthly Performance		Monthly Performance		Fiscal YTD Performance		Fiscal YTD Performance	
A	B	C	D	E	F	G	H	I	J
Actual \$ Nov 2024	Budget Nov 2024	Actual \$ Prior Year Nov 2023	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
OPERATING ACTIVITY									
CASH RECEIPTS FROM OPERATIONS									
1	\$415,908	\$428,417	\$382,000	(2)	(\$12,509)	Landing/Fuel Fees	\$2,186,083	(2)	\$660,258
2	2,510,237	2,656,383	2,448,651	(3)	(146,146)	Parking Fees	13,593,087	(3)	1,666,914
3	1,619,315	1,410,314	1,406,350	(4)	209,001	Rental/Concession Receipts - Terminal Building	7,336,667	(4)	1,106,123
4	1,385,209	1,329,186	1,439,914	(5)	56,023	Rental Receipts - Other Buildings	6,845,930	(5)	124,662
5	410,756	321,583	363,234	(6)	89,173	Ground Transportation	1,643,915	(6)	279,579
6	172,089	98,333	122,289	(7)	73,756	Other Receipts	1,651,760	(7)	431,145
7	475,754	673,750	138,267	(8)	(197,996)	Investment Receipts - Treasurer/Other Interest Earned	491,665	(8)	(1,635,121)
8	\$6,989,268	\$6,917,966	\$6,300,705	(1)	\$71,302		2,181,321	(1)	\$2,633,560
9	(\$97,021)	(\$112,040)	(\$192,069)	(10)	\$15,019	CASH DISBURSEMENTS FROM OPERATIONS	(\$745,650)	(10)	\$17,698
10	(393,281)	(445,643)	(430,184)	(11)	52,362	Administrative Supplies & Costs	(2,111,961)	(11)	227,087
11	(2,950,891)	(3,177,296)	(2,651,253)	(12)	226,405	Operating Supplies & Maintenance	(15,886,480)	(12)	1,349,515
12	(556,857)	(576,549)	(313,491)	(13)	19,692	Contractual Operating Costs	(3,473,608)	(13)	1,011,435
13	(561,541)	(689,573)	(742,562)	(14)	128,032	Contractual Professional Services	(3,046,590)	(14)	173,817
14	(58,796)	(119,558)	(7,241)	(15)	60,762	Wages & Benefits	(509,688)	(15)	154,991
15	0	0	(380,625)	(16)	0	Other Operating Costs	0	(16)	0
16	0	0	0	(16)	0	Bond Debt Service - 2015 Bonds	(1,903,125)	(16)	21,218
17	(\$4,618,387)	(\$5,120,659)	(\$4,717,425)	(9)	\$502,272	Parking Tax	(1,578,858)	(9)	\$2,955,761
18	\$2,370,881	\$1,797,307	\$1,583,280		\$573,574		\$5,324,696		\$5,589,321
INCREASE (DECREASE) IN CASH FROM OPERATIONS									
19	(\$33,801)	(\$125,000)	\$0	(17)	\$91,199	FACILITY IMPROVEMENT TRANSACTIONS	(\$625,000)	(17)	\$323,155
20	(303,004)	(516,807)	(168,177)	(18)	213,803	CASH DISBURSEMENTS	(1,682,363)	(18)	512,594
21	(\$336,805)	(\$641,807)	(\$168,177)		\$305,002	Noise Mitigation Program Costs	(\$2,307,363)		\$835,749
						Other Facility Improvement Program Project Costs	(\$3,377,889)		
22	\$0	\$100,738	\$0	(17)	(\$100,738)	CASH RECEIPTS FROM FUNDING SOURCES	\$201,475	(17)	(\$66,341)
23	0	0	0	(19)	\$0	FAA Grants - Noise Mitigation Program	0	(19)	5,424
24	0	24,263	0	(20)	(\$24,263)	FAA Grants - Facility Improvement Program	121,313	(20)	(57,820)
25	0	29,167	0	(21)	(\$29,167)	Passenger Facility Charge Receipts/Reserves	145,834	(21)	(51,444)
26	\$0	\$154,168	\$0		(\$154,168)	Customer Facility Charge Reserves	\$677,779		(\$170,181)
27	(\$336,805)	(\$487,639)	(\$168,177)		\$150,834	INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS	(\$1,838,741)		\$665,568
28	\$0	\$0	\$0	(22)	\$0	FEDERAL RELIEF GRANT FUNDS	\$0	(22)	\$0
						ARPA Grant Funds	\$733,646		
29	\$2,034,076	\$1,309,668	\$1,415,103		\$724,408	NET INCREASE (DECREASE) IN CASH FROM OPERATIONS	\$3,485,955		\$6,254,889

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2024 & 2023

		November 2024					Fiscal YTD Performance (July 2024 - November 2024)				
		Monthly Performance									
A	B	C	D	E	F	G	H	I	J		
Actual \$ Nov 2024	Budget Nov 2024	Actual \$ Prior Year Nov 2023	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget		
29	\$2,034,076	\$1,309,668	\$1,415,103	\$724,408		\$9,740,844	\$3,485,955	\$5,734,389		\$6,254,889	
30	(\$37,160,754)	(\$36,045,000)	(737,624)	(23)	(\$1,115,754)	(\$149,103,197)	(\$177,743,000)	(24,534,357)	(23)	\$28,639,803	
31	\$3,185,713	\$3,185,713	\$0	(24)	\$0	\$10,864,540	\$10,864,540	\$0	(24)	\$0	
32	0	0	0	(24)	0	2,061,469	2,061,469	0	(24)	0	
33	0	0	0	(24)	0	121,801,407	121,801,407	0	(24)	0	
34	\$3,185,713	\$3,185,713	\$0	\$0		\$134,727,416	\$134,727,416	\$0		\$0	
35	(\$33,975,041)	(\$32,859,287)	(\$737,624)	(\$1,115,754)		(\$14,375,781)	(\$43,015,584)	(\$24,534,357)		\$28,639,803	
36	(\$31,940,965)	(\$31,549,619)	\$677,479	(\$391,346)		(\$4,634,937)	(\$39,529,629)	(\$18,799,968)		\$34,894,692	

NET INCREASE (DECREASE) IN CASH FROM OPERATIONS

REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT")

CASH DISBURSEMENTS¹

Replacement Passenger Terminal Project Costs

CASH RECEIPTS FROM FUNDING SOURCES

FAA Grants - Replacement Passenger Terminal Project

Passenger Facility Charge Receipts/Reserves

Bond Reimbursement - 2024 Revenue Bond

INCREASE (DECREASE) - RPT PROJECT TRANSACTIONS

NET INCREASE (DECREASE) IN CASH - TOTAL

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2024 & 2023

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

FY 2025 Replacement Passenger Terminal ("RPT") Project expenditures are primarily funded through the Bipartisan Infrastructure Law grants, FAA-approved use of Passenger Facility Charge ("PFC") fees, and proceeds from the 2024 Revenue Bonds.

The FY 2025 Non-RPT Capital Program expenditures are primarily funded through the following sources:

- FAA-approved PFC program receipts/reserves;
- Grants; and
- Operating Revenues

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

FY 2025 projected operational activity has been based essentially flat to FY 2024 levels. The Authority's Adopted FY 2025 budget is based on the following quarterly activity assumptions to reflect seasonal fluctuations:

- Q1 (July - September): 1,647,000 (represents 27% of total)
- Q2 (October - December): 1,586,000 (represents 26% of total)
- Q3 (January - March): 1,220,000 (represents 20% of total)
- Q4 (April - June): 1,647,000 (represents 27% of total)

Passengers increased by 10.48% FYTD November when compared to the same period in FY 2024, and favorable to the budget assumption by 8.42%. Overall financial performance in FYTD November remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2024 & 2023

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD November. On an accrual basis, operating revenues exceed the budget FYTD November by \$3,269,080. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$164,891 FYTD November.

NOTE (3) – Parking Fees

Parking fee revenues performed above the budget forecast FYTD November. Accrual basis Parking Fees exceed the budget by \$1,553,882 FYTD November.

NOTE (4) – Rental/Concession Receipts - Terminal Building

Terminal Building rental/concession receipts exceed the budget FYTD November partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$583,793 FYTD November.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD November partially due to the timing of receipts. Accrual basis Other Building rents are \$198,594 above budget expectations FYTD November due to CPI adjustments.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$258,786 FYTD November.

NOTE (7) – Other Receipts

Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$336,487 ahead of budget FYTD November.

NOTE (8) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$172,647 FYTD November.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD November. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2024 & 2023

NOTE (11) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.

NOTE (12) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs.

NOTE (13) – Contractual Professional Services

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (14) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2023.

NOTE (15) – Other Operating Costs

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The next remittance, covering the months of October, November and December 2024, is due January 2025.

NOTE (17) – Noise Mitigation Program

FAA Grants and a PFC match are budgeted to partially fund the multi-year Part 150 Update project. This project commenced Q3 FY 2024 and is ongoing.

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis are below the budget FYTD November.

NOTE (19) – FAA Grants – Facility Improvement Program Projects

FAA Grants are budgeted to partially fund a new ARFF vehicle.

NOTE (20) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the completion of the Runway and Taxiway Shoulder Rehabilitation, a new ARFF vehicle, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2024 & 2023

NOTE (21) – Customer Facility Charge Reserves

The Regional Intermodal Transportation Center ("RITC") Art in Public Places capital project completion is budgeted to be funded by Customer Facility Charge Reserves.

NOTE (22) – Federal Relief Grant Funds

All available non-concessionaire federal relief funds were utilized towards FY 2023 bond debt service and personnel costs. The remaining FAA approved use of awarded concessionaire relief funds (\$2,560,425) apply only as direct payments to qualifying concessionaires.

NOTE (23) – Replacement Passenger Terminal Project

The Authority programmed appropriations in the amount of \$506,848,000 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD November by \$28,639,803 primarily due to the timing of payments. The majority of cash expenditures FYTD November are related to Holder, Pankow, TEC JV (\$124,031,521), including retention payments to the escrow bank, and City of Burbank Water and Power Aid-in-Construction Deposits (\$20,755,970).

NOTE (24) – Replacement Passenger Terminal Project Funding Sources

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards (e.g. BIL), FAA approved Passenger Facility Charge fees and Bond Reimbursements (2024 Revenue Bonds).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2024 & 2023

		November 2024				Fiscal YTD Performance (July 2024 - November 2024)			
		Monthly Performance		November 2024		Fiscal YTD Performance		Fiscal YTD Performance	
A	B	C	D	E	F	G	H	I	J
Actual \$ Nov 2024	Budget Nov 2024	Actual \$ Prior Year Nov 2023	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
37	\$495,182	\$433,333	\$389,719 (1)	\$61,849	Customer Facility Charge Receipts	\$2,216,666	\$2,076,692 (1)		\$251,632
38	0	0	0	0	Federal Relief Grant Funds - 2012 Bond Debt Service	0	859,449		0
39	65,755	85,914	104,114 (2)	(20,159)	Facility Rent	429,570	525,449 (2)		56,720
40	(557,078)	(486,095)	(486,036)	(70,983)	Payments to Bond Trustee for 2012 Bond Debt Service	(2,430,475)	(2,430,180)		(20,846)
41	\$3,859	\$33,152	\$7,797 (3)	(\$29,293)		\$215,761	\$1,031,410 (3)		\$287,506

General Comments

The debt service on the 2012 Revenue Bonds is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – Customer Facility Charge ("CFC") Receipts

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

Note (2) – Facility Rent

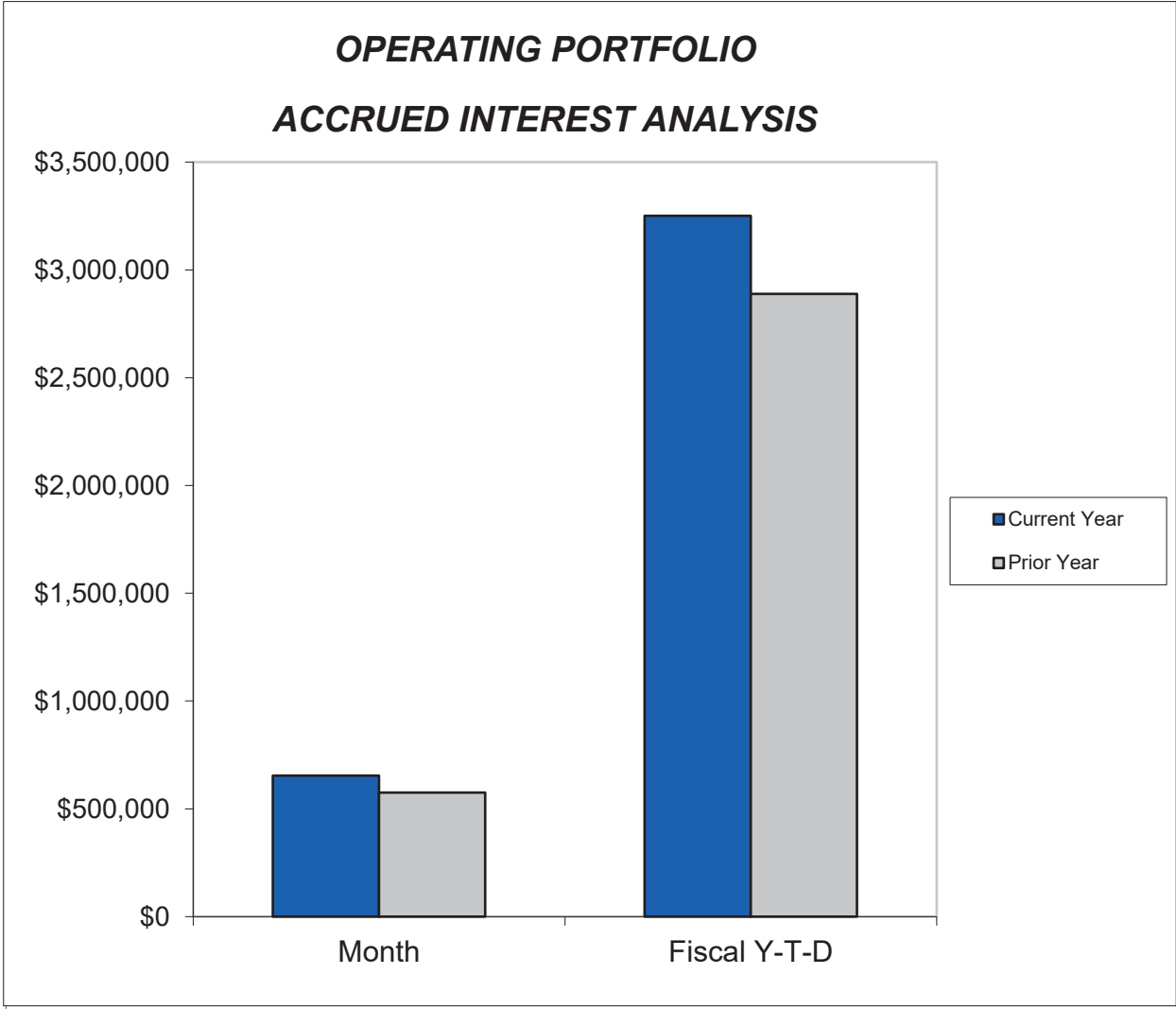
Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.

Note (3) – Net RITC / ConRAC Facility Payments and Collections

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	November 2024	November 2023
Accrued Interest Revenue - Month	\$653,823	\$575,815
Accrued Interest Revenue - FYTD	\$3,250,978	\$2,888,385
Month End Portfolio Balance (cost)	\$259,628,035	\$260,923,112
Yield to Maturity	4.39%	4.68%

Supplement to the November 2024 Treasurer's Report

FYTD November 2024 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
FY 2025 Cash Expenditures: Authorized Contracts

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	November 2024 Cash Expenditures	FYTD 2025 (Jul - Nov) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
AECOM (1a)	Program Management Services	\$ 4,172,454	N/A	-	-	N/A	\$ 4,172,454
Jacobs Project Management Company (1a)	Program Management Services	8,993,803	25,048,752	614,253	3,465,388	12,589,561	12,459,191
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	511,528	350,000	20,695	97,501	252,499	609,029
Airport Projects (1b)	Technical Support	7,498	69,315	-	55,927	13,388	63,425
ATX (1b)	Technical Support	-	72,000	-	66,375	5,625	66,375
Conway Consulting (1b)	Technical Support	395,727	150,000	3,190	19,635	130,365	415,362
Georgino Development (1b)	Strategic Planning Services	142,800	60,000	4,800	24,000	36,000	166,800
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	517,419	275,000	-	50,222	224,778	567,641
Ricondo & Associates (1b)	Financial Feasibility Services	831,922	340,000	419	58,485	281,515	890,407
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Holder, Pankow, TEC JV (1d)	Design Builder	82,586,282	1,065,678,633	35,070,884	116,645,377	859,060,830	206,617,803
Truist Bank (1d)	Design Builder - Retention Escrow Account			1,432,549	7,386,144		
Azrial (2)	Consulting Services	1,625	N/A	-	-	N/A	1,625
Fitch Ratings (2)	Rating Agency	35,000	N/A	-	-	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	1,298,093	N/A	-	-	N/A	1,298,093
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci (2)	Legal Services	2,000	N/A	-	-	N/A	2,000
Gordon Rees (2)	Legal Services	-	N/A	200	200	N/A	200
McDermott (2)	Legal Services	5,000	N/A	-	-	N/A	5,000
Moody's (2)	Rating Agency	61,400	N/A	-	-	N/A	61,400
Richards, Watson & Gershon (2)	Legal Services	344,381	N/A	7,959	53,524	N/A	397,905
Ring Bender (2)	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating (2)	Rating Agency	21,000	N/A	-	-	N/A	21,000
THU Legal Consulting (2)	Consulting Services	307,160	150,000	5,805	49,500	100,500	356,660
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward (2)	Consulting Services	24,000	36,000	-	9,000	27,000	33,000
Zions Bancorporation (2)	Consulting Services	2,500	N/A	-	3,000	N/A	5,500
RS&H (3)	Environmental Impact Study (EIS) Services	756,776	AIP / PFC Funded	-	-	N/A	756,776
XI-3 Corporation (4)	Consulting Services	91,770	N/A	-	-	N/A	91,770
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	2,020,000	22,775,970	-	20,755,970	-	22,775,970
City of Burbank (5b)	Plan Check Services	344,124	436,874	-	92,750	-	436,874
Barclays Bank (6)	CP Program / LOC Bank	442,813	N/A	-	108,637	N/A	551,450
Sumitomo Mitsui (6)	CP Program / LOC Bank	483,286	N/A	-	161,562	N/A	644,848
Meetings	Various Expenses	30,026	N/A	-	-	N/A	30,026
Licenses & Fees	Various Expenses	11,738	N/A	-	-	N/A	11,738
TOTALS		\$ 104,530,504	\$ 1,115,442,544	\$ 37,160,754	\$ 149,103,197	\$ 872,722,061	\$ 253,633,701

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Notes to Replacement Passenger Terminal Project Schedule
Project Costs as of November 2024

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2025 adopted budget includes appropriations of \$506,848,000 for the RPT project.
- (1a) The Jacobs' authorized amount represents the following
Commission approved Task Orders against the Professional Services agreement to date:
Task Order 1 (Development of the Program Operations Manual) - \$1,419,896
Task Order 2 (Procurement of Progressive Design Builder) - \$1,463,250
Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$10,438,765
Task Order 4 (Phase 3 Construction Phase Support Services) - \$11,726,841
- (1b) These are multi-year Professional Services contracts for technical, financial, and strategic airport services. These contracts were presented to and approved by the Commission.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved an estimated \$55,000,000 for Task Order 1 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price (GMP). Actual Phase 1 services were contracted at \$54,244,242 and were completed April 2024.
- To date the Commission approved an additional six (6) Task Orders primarily for general conditions, equipment, and materials for a total of \$987,356,306. In addition, FYTD November 2024, total contingencies of \$19,245,509 and owner allowance of \$3,133,000 have been approved.
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed by the Ninth Circuit.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder.
Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5a) The Commission approved Aid-In-Construction payments with BWP for deposits as follows:
- 1) September 20, 2022 - \$25,000
 - 2) March 7, 2023 - \$50,000
 - 3) June 26, 2023 - \$494,000
 - 4) September 18, 2023 - \$1,411,000
 - 5) June 13, 2024 - \$40,000 (AIC Inspections)
 - 6) August 20, 2024 - \$960,000
 - 7) September 20, 2024 - \$9,457,700
 - 8) October 17, 2024 - \$10,338,270
- (5b) The Commission approved payment October 2023 in the amount of \$344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services. An additional deposit of \$92,750 was made September 2024.
- (6) LOC banks for the CP program.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
Reimbursements to Date

Funding Source	Total Amount	Prior Fiscal Years' Reimbursements	November 2024 Reimbursement	FYTD November 2024 Reimbursement	Total-to-Date Project Reimbursements	Remaining Amount
BIL-AIG (<i>formulaic</i>)	\$ 24,057,834	\$ 1,354,747	\$ 3,185,713	\$ 10,864,540	\$ 12,219,287	\$ 11,838,547
BIL-ATP (<i>competitive</i>) (1)	47,300,000	11,385,576	-	-	11,385,576	35,914,424
PFC	48,338,420	14,922,243	-	2,061,469	16,983,712	31,354,708
2024 Bonds (2)	673,764,282	17,191,077	-	121,801,407	138,992,484	534,771,798
TOTALS	\$ 793,460,536	\$ 44,853,643	\$ 3,185,713	\$ 134,727,416	\$ 179,581,059	\$ 613,879,477

BIL - Bipartisan Infrastructure Law
AIG - Airport Infrastructure Grant

ATP - Airport Terminal Program
PFC - Passenger Facility Charge

Notes:

(1) Does not include a pending additional BIL-ATP grant in the amount of \$9,328,000.

(2) Includes interest and dividend earnings to date:

Bond Proceeds Amount	\$ 655,871,612
Accrued Interest and Dividends to Date (Held by Trustee)	17,892,670
Total Available Amount	\$ 673,764,282

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 17, 2025**

**PRESENTATION OF FISCAL YEAR 2024 FINANCIAL STATEMENTS AND
SUMMARY OF AUDIT RESULTS**

Prepared by David Kwon
Director, Financial Services

SUMMARY

At its special meeting on February 18, 2025, the Finance and Administration Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission note and file these reports. The Authority’s independent auditor, Macias Gini & O’Connell LLP (“MGO”) has completed its audit of the Burbank-Glendale-Pasadena Airport Authority (“Authority”) fiscal year 2024 financial statements. Enclosed with this staff report is a copy of the audited Basic Financial Statements for the fiscal years ended June 30, 2024 (“FY 2024”) and 2023 (“FY 2023”). Also enclosed are copies of the audited Single Audit Reports (audit of federal grant programs), Passenger Facility Charge Compliance Report, Customer Facility Charge Compliance Report, Independent Auditor’s Report on Compliance with Aspects of Contractual Agreements (bond compliance), and the Auditor’s Required Communications to the Authority Regarding the FY 2024 Audits.

The results are summarized below.

- MGO’s “unmodified” opinions are:
 - The Basic Financial Statements are presented fairly, in all material respects, in conformity with generally accepted accounting principles.
 - The Authority complied in all material respects with compliance requirements applicable to its major federal program, the Passenger Facility Charge program and the Customer Facility Charge program and identified no reportable deficiencies in internal control over compliance.
 - MGO identified no reportable deficiencies in internal control over financial reporting or compliance that are required to be reported under Government Auditing Standards.
 - The Schedule of Expenditures of Federal Awards, Schedule of Passenger Facility Charge Revenues and Expenditures and Schedule of Customer Facility Charge Revenues and Expenditures are fairly stated in relation to the Basic Financial Statements as a whole.
 - Based on auditing procedures performed, the Authority complied with the terms, covenants, provisions or conditions of Section 6.05 (Rates and Charges) to Article VI of the Bond Indenture, as amended.

MGO will present the results of its audits. Also included in the accompanying sections of this staff report is a summary of the audit results for FY 2024. Staff seeks a Finance and Administration Committee (“Committee”) recommendation to the Commission that it note and file these audit reports.

BASIC FINANCIAL STATEMENTS

The Basic Financial Statements (“BFS”) of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”). The Government Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing accounting and financial reporting principles.

The Authority reports its financial operations as a government enterprise activity, and as such, its financial statements are presented using the “economic resources” measurement focus and the accrual method of accounting. Under this method of accounting, revenues are recorded when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. The measurement focus is on determination of changes in net position, financial position, and cash flows. Operating revenues include charges for services, tenant rent, ground transportation, fuel flowage fees, and other operating revenues. Operating expenses include costs of services as well as materials, contracts, personnel, and depreciation. Grants and similar items are recognized as revenue as soon as all eligibility requirements for reimbursement of expenses have been met.

The BFS report is composed of three parts:

- (i) The Independent Auditor’s Report;
- (ii) Management’s Discussion and Analysis (“MD&A”), a narrative overview and analysis of the Authority’s financial activities; and
- (iii) The Basic Financial Statements, consisting of the Statements of Net Position (Balance Sheets), Statements of Revenues, Expenses and Changes in Net Position (Income Statements), Statements of Cash Flows and Notes to Basic Financial Statements.

The Independent Auditor’s Report reflects an unmodified opinion, indicating that the BFS present fairly, in all material respects, the financial position of the Authority at June 30, 2024 and 2023, and the change in financial position and cash flows for the years then ended, are in conformity with GAAP. The audits were conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

The MD&A is required supplementary information. The discussion and analysis in the MD&A are intended to serve as an introduction to the Authority’s Basic Financial Statements.

A summary of the Statements of Net Position at June 30, 2024 and 2023 is as follows:

Summary Statements of Net Position				
Years Ended June 30, 2024 and 2023				
	2024	2023	Change	
			\$	%
Assets:				
Current unrestricted assets	\$ 44,070,690	\$ 50,168,631	\$ (6,097,941)	-12.2%
Noncurrent unrestricted assets	3,525,701	6,663,553	(3,137,852)	-47.1%
Restricted assets	844,434,068	107,538,208	736,895,860	685.2%
Facility Development Reserve	205,132,453	205,132,453	—	0.0%
Bond debt service reserve surety, net	2,764,085	4,728	2,759,357	58362.0%
Capital assets, net	427,025,433	324,518,102	102,507,331	31.6%
Total assets	<u>1,526,952,430</u>	<u>694,025,675</u>	<u>832,926,755</u>	120.0%
Liabilities:				
Current liabilities and liabilities payable from restricted assets	71,083,333	27,843,259	43,240,074	155.3%
Noncurrent liabilities	818,090,235	72,049,628	746,040,607	1035.5%
Total liabilities	<u>889,173,568</u>	<u>99,892,887</u>	<u>789,280,681</u>	790.1%
Deferred inflows of resources:				
Deferred inflows - leases	6,777,177	10,244,382	(3,467,205)	-33.8%
Deferred amount on refunding	—	102,010	(102,010)	-100.0%
Total deferred inflows	<u>6,777,177</u>	<u>10,346,392</u>	<u>(3,569,215)</u>	-34.5%
Net position:				
Net investment in capital assets	250,621,896	252,577,172	(1,955,276)	-0.8%
Restricted	193,997,958	99,006,973	94,990,985	95.9%
Unrestricted	186,381,831	232,202,251	(45,820,420)	-19.7%
Total net position	<u>\$ 631,001,685</u>	<u>\$ 583,786,396</u>	<u>\$ 47,215,289</u>	8.1%

A summary of the Statements of Revenue, Expenses and Changes in Net Position for the years ended June 30, 2024 and 2023 is as follows:

Summary Statements of Revenues, Expenses and Changes in Net Position

Years Ended June 30, 2024 and 2023

	2024	2023	Change	
			\$	%
Operating revenues	\$ 74,990,094	\$ 72,536,457	\$ 2,453,637	3.4%
Operating expenses before depreciation	58,304,726	54,856,016	3,448,710	6.3%
Operating income before depreciation	16,685,368	17,680,441	(995,073)	-5.6%
Depreciation	14,911,710	15,492,879	(581,169)	-3.8%
Operating income	1,773,658	2,187,562	(413,904)	-18.9%
Nonoperating revenues, net	31,073,839	25,849,947	5,223,892	20.2%
Income before capital contributions	32,847,497	28,037,509	4,809,988	17.2%
Capital contributions	14,367,792	8,030,233	6,337,559	78.9%
Changes in net position	47,215,289	36,067,742	11,147,547	30.9%
Net position, beginning of year	583,786,396	547,718,654	36,067,742	6.6%
Net position, end of year	\$ 631,001,685	\$ 583,786,396	\$ 47,215,289	8.1%

SINGLE AUDIT REPORTS

The Single Audit Reports present the activity of federal award programs of the Authority for the year ended June 30, 2024. The Single Audit Reports include:

- An unmodified independent auditor’s report on Internal Control Over Financial Reporting which indicates that MGO identified no instances of noncompliance, reportable deficiencies or other matters that are required to be reported under *Government Auditing Standards*.
- An independent auditor’s report on Compliance for the Major Federal Program that provides an unmodified opinion on compliance with compliance requirements applicable to the Authority’s major program and identified no reportable deficiencies related to compliance for that program. The report also indicated that the Schedule of Expenditures of Federal Awards is fairly stated in relation to the Basic Financial Statements as a whole.
- Schedule of Expenditures of Federal Awards
- Notes to Schedule of Expenditures of Federal Awards
- Schedule of Findings and Questioned Costs
No findings or questioned costs were noted.
- Summary Schedule of Prior Audit Findings and Questioned Costs
None noted.

PASSENGER FACILITY CHARGE COMPLIANCE REPORT

The Passenger Facility Charge Compliance Report presents the cash receipts and disbursements of the Authority’s Passenger Facility Charge (“PFC”) program. The Aviation Safety and Capacity Expansion Act of 1990 authorized the local imposition of Passenger Facility Charges and use of the PFC revenue on Federal Aviation Administration (“FAA”) approved projects.

The PFC compliance report includes the following:

- An unmodified independent auditor’s report on compliance with applicable requirements of the PFC program, which indicates that: (i) the Authority complied in all material respects with compliance requirements applicable to the Passenger Facility Charge program; (ii) MGO identified no reportable deficiencies in internal control over compliance; and (iii) the Schedule of Passenger Facility Charge Revenues and Expenditures is fairly stated in relation to the Basic Financial Statements taken as a whole.
- Schedule of Passenger Facility Charge Revenues and Expenditures
- Notes to Schedule of Passenger Facility Charge Revenues and Expenditures

No findings or questioned costs were noted.

CUSTOMER FACILITY CHARGE COMPLIANCE REPORT

The Customer Facility Charge Compliance Report presents the cash receipts and disbursements of the Authority's Customer Facility Charge ("CFC") program. Assembly Bill 491 of the 2001-2002 California Legislature (codified in California Civil Code Section 1936 et seq. ("Code")) authorized the local imposition of CFCs and use of CFC revenue to plan, finance, design and construct on-airport consolidated rental car facilities (CRCF). The Authority established the CFC effective December 1, 2009 with adoption of Resolution No. 429. Based on an amendment of the enabling legislation for the CFC (S.B. 1192; Chapter 642, Statutes of 2010), on December 10, 2010 the Authority approved Resolution No. 439 which repealed Resolution No. 429 and authorized collection of an alternative CFC, effective July 1, 2011, of \$6 per rental car transaction day up to a maximum of five days. Resolution No. 439 authorized collection of the alternative CFC through the period that any debt related to the CRCF is outstanding.

The CFC compliance report includes the following:

- An unmodified independent auditor's report on compliance with applicable requirements of the CFC program, which indicates that: (i) the Authority complied in all material respects with compliance requirements applicable to the Customer Facility Charge program; (ii) MGO identified no reportable deficiencies in internal control over compliance; and (iii) the Schedule of Customer Facility Charge Revenues and Expenditures is fairly stated in relation to the Basic Financial Statements taken as a whole.
- Schedule of Customer Facility Charge Revenues and Expenditures
- Notes to Schedule of Customer Facility Charge Revenues and Expenditures

No findings or questioned costs were noted.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH ASPECTS OF CONTRACTUAL AGREEMENTS (BOND INDENTURE COMPLIANCE)

Based on audit procedures performed, MGO identified no instances of noncompliance with the terms, covenants, provisions or conditions with Section 6.05 (Rates and Charges) to Article VI of the Indenture dated May 1, 2005, and amended and restated as of May 1, 2024 with Bank of New York Mellon Trust Company insofar as they relate to accounting matters.

The report also contains a calculation of the rates and charges ratio and the debt service ratio for the year ended June 30, 2024, as follows:

Rates and Charges Ratio	
Pledged revenues	\$ 82,523,550
Less operating expenses	<u>58,388,786</u>
Pledged revenues, net	\$ 24,134,764
Transfers to Surplus Fund	<u>2,599,983</u>
Net pledged revenues plus transfers to Surplus Fund	<u>\$ 26,734,747</u>
Deposits and charges:	
Accrued debt service - 2012 Airport Revenue Bonds	\$ 5,832,433
Deposit of Customer Facility Charge revenue to Debt Service Fund	(5,330,885)
Accrued debt service - 2015 Airport Revenue Bonds	4,567,500
Deposits to operating reserve account	<u>1,430,106</u>
Total deposits and charges	<u>\$ 6,499,154</u>
Deposits and charges coverage ratio	4.11
Required deposits and charges coverage ratio	1.00
Debt Service Coverage Ratio	
Net revenues plus transfers to Surplus Fund	<u>\$ 26,734,747</u>
Net accrued debt service	<u>\$ 5,069,048</u>
Debt service coverage ratio	5.27
Required debt service coverage ratio	1.25

RECOMMENDATION

At its special meeting on February 18, 2025, the Committee voted unanimously (3–0) to recommend that the Commission note and file the Basic Financial Statements as of and for the fiscal years ended June 30, 2024 and 2023; the Single Audit Reports for the year ended June 30, 2024; the Passenger Facility Charge Compliance Report for the year ended June 30, 2024; the Customer Facility Charge Compliance Report for the year ended June 30, 2024; the Independent Auditor’s Report on Compliance with Aspects of Contractual Agreements (Bond Indenture Compliance) for the year ended June 30, 2024; and the Auditor’s Required Communications to the Authority regarding the FY 2024 Audits.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 17, 2025**

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

Prepared by Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on March 5, 2025, the Executive Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission 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.

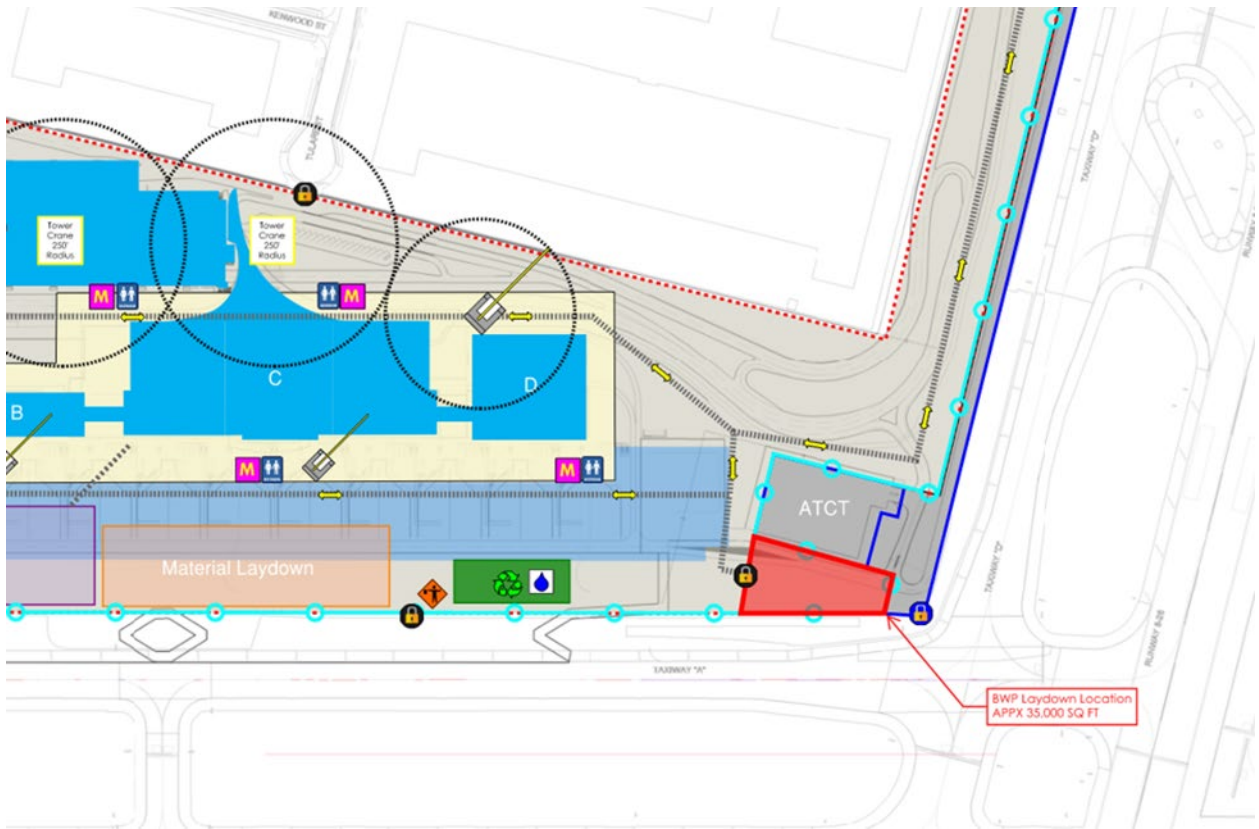
BUDGET IMPACT

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.

RECOMMENDATION

At its meeting on March 5, 2025, the Committee voted unanimously to recommend that the Commission approve the proposed Agreement and authorize the President to execute the same.

Attachment A: Material Storage Location in Red



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

Print Name:

Approved as to Form
Office of the City Attorney

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.

**LETTER OF UNDERSTANDING
BY AND BETWEEN
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
FOR
PROJECT LABOR AGREEMENT**


To All Contractors and Signatory Unions:

Regarding the Expansion of Zip Codes that Define Local Residents:

To expand inclusivity and to ensure the economic benefits of the Project Labor Agreement continue to increase the number of skilled local construction workers and have a positive impact on the economically disadvantaged communities in proximity to Bob Hope Airport, the Parties will interpret the PLA as follows:

The term Area Resident shall be deemed to mean a resident of the first tier zip codes (within 15 mile radius of the Project Site), the second tier zip codes (remainder of the 30 mile radius of the Project Site), or the third tier zip codes (remainder of the 50 mile radius of the Project Site). The term Area Resident also shall be deemed to include Veterans, individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, and graduates of Burbank, Glendale, and Pasadena Unified School Districts, regardless of where they reside. As a result, the Craft Employee Request Form has been updated. This interpretation of Area Resident and the updated Craft Employee Request Form is effective for PLA-covered projects with a bid advertisement date or request for proposals posting date on or after the last date in the below signature block.

_____ Date _____
Ara Najarian, President
Burbank-Glendale-Pasadena Airport
Authority

 _____ Date 3/12/2025
Ernesto Medrano, Executive Secretary
Los Angeles/Orange Counties Building and
Construction Trades Council

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY PLA
EMPLOYEE CRAFT REQUEST FORM**

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The Project Labor Agreement for the Replacement Passenger Terminal Project establishes a goal that 40% of all construction labor hours worked on the Project shall be from either:

- (a) Veterans, regardless of where they reside;
- (b) Individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside;
- (c) Graduates of Pasadena, Glendale, and Burbank Unified School Districts, regardless of where they reside; and
- (d) or qualified area residents residing: first, in those first tier zip codes within the 15 mile radius of the Project Site, and second, in those second tier zip codes for the remainder of the 30 mile radius of the Project Site, and third, in those third tier zip codes for the remainder of the 50 mile radius of the Project Site. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ **Contact Fax:** () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:
Date worker was dispatched:
Is the worker referred a: (check all that apply)

JOURNEYPERSON	Yes ____	No ____
APPRENTICE	Yes ____	No ____
LOCAL RESIDENT	Yes ____	No ____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes ____	No ____

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 17, 2025**

CITIZEN'S ADVISORY COMMITTEE MEMBERSHIP

Presented by Aaron Galinis,
Senior Airport Planner

SUMMARY

Staff seeks direction from the Commission based upon a request from the Citizen's Advisory Committee ("CAC") to reestablish the CAC as a 12-member body with three members from the City of Los Angeles.

BACKGROUND

On December 14, 2020, the Commission adopted Resolution No. 488 (copy attached as Exhibit A) to establish a CAC as a purely advisory body to focus exclusively on: (i) gathering public input on airplane noise issues associated with BUR; and (ii) assisting in the update of the Authority's Noise Exposure Map and Noise Compatibility Program pursuant to Title 14, Part 150 of the Code of Federal Regulations. Together, a Noise Exposure Map and a Noise Compatibility Program comprise an Airport Noise Compatibility Study, which is commonly known as a "Part 150 Study."

The CAC under Resolution No. 488 was to be a 12-member body, comprised of three members from each of the Cities of Burbank, Glendale, Pasadena, and Los Angeles.

On March 18, 2024, the Commission unanimously adopted Resolution No. 510 (copy attached as Exhibit B), which repealed Resolution No. 488 and reestablished the CAC as a nine-member body, comprised of three members from each of the Cities of Burbank, Glendale, and Pasadena.

Following the adoption of Resolution No. 510, nominations were solicited from the city manager of each represented city. Nominees were approved by the Commission on October 7, 2024.

On January 30, 2025, the CAC held its initial meeting where consultants from Harris Miller Miller and Hanson ("HMMH") introduced the methodology of the Part 150 Study. At the meeting, Los Angeles residents objected to the lack of representation on the CAC, and CAC members expressed support for expanding the CAC membership to include Los Angeles representatives. The CAC directed staff to request that the Commission consider reestablishing the CAC as a 12-member body with members from the City of Los Angeles as originally planned in Resolution No. 488.

MODIFICATIONS TO CAC MEMBERSHIP

In accordance with the CAC's recommendation, proposed Resolution No. 516 (copy attached as Exhibit C) has been prepared for the Commission's consideration. If adopted, Resolution No. 516 will repeal Resolution No. 510 and reestablish the CAC as a twelve-member body with representatives from the Cities of Burbank, Glendale, Pasadena, and Los Angeles. The resolution requires that the Los Angeles members be residents of Los Angeles.

City Council Districts 2, 4, and 6 (one each). To expedite the appointment of the additional CAC members, proposed Resolution No. 516 also directs staff to solicit nominations from the Los Angeles City Council Members from Districts 2, 4, and 6. The existing CAC members will remain on the committee and the other CAC parameters will remain unchanged.

If the Commission desires to reestablish the CAC as a 12-member body with members from the City of Los Angeles as originally planned in Resolution No. 488, then the proposed Resolution No. 516 should be adopted. It is projected that a delay of approximately 3 to 6 months could occur while additional members are solicited.

However, if the Commission desires to continue the nine-member CAC established by Resolution No. 510 without Los Angeles representatives, no action is required.

STAFF RECOMMENDATION

Staff requests direction from the Commission based upon the CAC's request for reconsideration of the CAC membership composition.

Attachments:

Exhibit A: Resolution No. 488
Exhibit B: Resolution No. 510
Exhibit C: Resolution No. 516

RESOLUTION NO. 516

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION REESTABLISHING THE CITIZEN'S ADVISORY COMMITTEE TO INCLUDE CITY OF LOS ANGELES REPRESENTATIVES

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings.

A. Residents in the southern San Fernando Valley have expressed increased concerns about noise from airplanes that use Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“BUR”) and Van Nuys Airport (“VNY”).

B. The Authority is committed to working with the community and other stakeholders to help identify potential actions to reduce airplane noise without shifting noise to other noise-sensitive communities.

C. In August 2019, the Authority and Los Angeles World Airports jointly formed the Southern San Fernando Valley Airplane Noise Task Force (“Task Force”) to help address community concerns regarding noise associated with BUR and VNY.

D. Among other recommendations, the Task Force encouraged the Authority to create a Citizen’s Advisory Committee (“CAC”) to address community concerns throughout the San Fernando Valley.

E. On December 14, 2020, the Commission adopted Resolution No. 488 to establish the CAC as a 12-member body comprised of members from the Cities of Burbank, Glendale, Pasadena, and Los Angeles.

F. The functions of the CAC are to provide recommendations to the Authority on its update of the Noise Exposure Map and Noise Compatibility Program pursuant to Title 14, Part 150 of the Code of Federal Regulations (“Part 150”).

G. On January 16, 2024, the Commission awarded a contract to Harris Miller Miller and Hanson (“HMMH”) for the preparation of an Airport Noise Compatibility Study pursuant to Part 150 (“Part 150 Study”).

H. On March 18, 2024, the Commission adopted Resolution No. 510 to reestablish the CAC as a nine-member body comprised of members from the Cities of Burbank, Glendale, and Pasadena.

I. On October 7, 2024, the Commission appointed the nominees submitted by the Cities of Burbank, Glendale, and Pasadena to the CAC.

J. On January 30, 2025, the CAC held its initial meeting and recommended that the Commission reestablish the CAC as a 12-member body with members from the City of Los Angeles as originally planned in Resolution No. 488.

Section 2. Reestablishment. The Authority currently has a nine-member CAC known as the “Hollywood Burbank Airport Citizen’s Advisory Committee.” Upon completion of the appointment process set forth in Section 4.C below, the CAC shall be reestablished as a 12-member body with three members from each of the Cities of Burbank, Glendale, Pasadena, and Los Angeles.

Section 3. Functions. The CAC is a purely advisory body that focuses exclusively on the following matters: (i) gathering public input on airplane noise issues associated with BUR; and (ii) assisting in the update of the Authority’s Noise Exposure Map and Noise Compatibility Program pursuant to Part 150. Other matters, including airport marketing, airline retention, and the replacement terminal project, are not within the CAC’s jurisdiction. The CAC does not have access to attorney-client privilege Authority documents unless prior authorization from the Commission is granted.

Section 4. Membership.

A. The CAC currently is a nine-member body comprised of three members from each of the Cities of Burbank, Glendale, and Pasadena. The CAC shall become a 12-member body with three members from the City of Los Angeles upon completion of the appointment process set forth in Section 4.C below. The three additional members shall be residents of Los Angeles City Council Districts 2, 4, and 6 (one each).

B. CAC members are residents of the city that they are representing.

C. CAC members representing the City of Los Angeles shall be appointed by the Commission by majority vote. Authority staff shall ask the Los Angeles City Council Members from Districts 2, 4, and 6 to each recommend one constituent who is interested in serving on the CAC. The Commission shall reasonably defer to the recommendations received, but the Commission may reject any recommendation and appoint an alternative person at its discretion. In the event the Commission rejects one or more recommendations, the Authority shall solicit applications from residents of the area(s) to be represented. Any person who is an elected official, a staff member of an elected official, or a candidate for elective office shall not be considered for appointment to the CAC.

D. CAC members shall serve without compensation at the pleasure of the Commission and may be removed by majority vote of the Commission.

Section 5. Officers. The CAC shall have a Chairperson from its membership preside over CAC meetings.

Section 6. Meetings. Regular meetings of the CAC shall be held on a quarterly basis. CAC meetings shall be held in accordance with the Brown Act (Government Code Sections 54950 et seq.).

Section 7. Duration. The CAC shall dissolve upon the Authority’s submission of an updated Noise Exposure Map and Noise Compatibility Program to the FAA.

Section 8. Repeal of Prior Resolution. Resolution No. 510 is repealed.

Section 9. Effective Date. This Resolution shall be effective upon adoption.

Adopted this 17th day of March, 2025.

Ara Najarian, President
Burbank-Glendale-Pasadena Airport Authority

Attest:

John T. Hatanaka, Assistant Secretary

Exhibit A

RESOLUTION NO. 488

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION ESTABLISHING A CITIZEN'S ADVISORY COMMITTEE TO PROVIDE RECOMMENDATIONS ON UPDATES TO THE NOISE EXPOSURE MAP AND NOISE COMPATIBILITY PROGRAM

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings.

A. Residents in the southern San Fernando Valley have expressed increased concerns about noise from airplanes that use Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("BUR") and Van Nuys Airport ("VNY").

B. The Authority is committed to working with the community and other stakeholders to help identify potential actions to reduce airplane noise without shifting noise to other noise-sensitive communities.

C. In August 2019, the Authority and Los Angeles World Airports jointly formed the Southern San Fernando Valley Airplane Noise Task Force ("Task Force") to help address community concerns regarding noise associated with BUR and VNY.

D. Among other recommendations, the Task Force encouraged the Authority to create a Citizen's Advisory Committee ("CAC") to address community concerns throughout the San Fernando Valley.

E. The Commission concurs with the Task Force's recommendation and believes that a CAC will provide a significant contribution to the Authority's update of its Noise Exposure Map and Noise Compatibility Program pursuant to Title 14, Part 150 of the Code of Federal Regulations ("Part 150").

Section 2. Establishment. The Authority shall have a CAC to be known as the "Hollywood Burbank Airport Citizen's Advisory Committee."

Section 3. Functions. The CAC shall be a purely advisory body and shall focus exclusively on the following matters: (i) gathering public input on airplane noise issues associated with BUR; and (ii) assisting in the update of the Authority's Noise Exposure Map and Noise Compatibility Program pursuant to Part 150. Other matters, including airport marketing, airline retention, and the replacement terminal project, are not within the CAC's jurisdiction. The CAC shall not have access to attorney-client privilege Authority documents without prior authorization from the Commission.

Section 4. Membership.

A. The CAC shall be a 12-member body comprised of three members from each of the Cities of Burbank, Glendale, Pasadena, and Los Angeles. CAC members shall be residents of the city that they are representing; provided, however, that the Los Angeles representatives shall be residents of Los Angeles City Council Districts 2, 4, and 6 (one each).

B. CAC members shall be appointed by the Commission by majority vote. The Authority shall ask the Burbank City Council, the Glendale City Council, and the Pasadena City Council to each recommend three constituents who are interested in serving on the CAC; and shall ask the Los Angeles City Council Members from Districts 2, 4, and 6 to each recommend one constituent who is interested in serving on the CAC. The Commission shall reasonably defer to the recommendations received, but the Commission may reject any recommendation and appoint an alternative person at its discretion. In the event the Commission rejects one or more recommendations, the Authority shall solicit applications from residents of the area(s) to be represented. Any person who is an elected official, a staff member of an elected official, or a candidate for elective office shall not be considered for appointment to the CAC.

C. The Commission shall proceed with the appointment of CAC members upon determining that the Authority has made a sufficient operational and economic recovery from the COVID-19 pandemic.

D. CAC members shall serve without compensation at the pleasure of the Commission and may be removed by majority vote of the Commission.

Section 5. Officers. The CAC shall elect a Chairperson from its membership.

Section 6. Meetings. Regular meetings of the CAC shall be held on a quarterly basis. CAC meetings shall be held in accordance with the Brown Act (Government Code Sections 54950 et seq.).

Section 7. Duration. The CAC shall become active upon appoint of its membership by the Commission. The CAC shall dissolve upon the Authority's submission of an updated Noise Exposure Map and Noise Compatibility Program to the FAA.


Section 8. Effective Date. This Resolution shall be effective upon adoption.

Adopted this 14th day of December 2020.



Ross Selvidge, Ph.D., President
Burbank-Glendale-Pasadena Airport Authority

Attest:




Frank R. Miller, Assistant Secretary

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the 14th day of December 2020 by the following vote:

AYES:	Commissioners Brown, Agajanian, Adams, Devine, Kennedy, Najarian, Selvidge, and Wiggins
NOES:	None
ABSENT:	Commissioner Madison



Frank R. Miller
Assistant Secretary

Exhibit B

RESOLUTION NO. 510

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION REESTABLISHING THE CITIZEN'S ADVISORY COMMITTEE

The Burbank-Glendale-Pasadena Airport Authority Commission resolves as follows:

Section 1. Findings.

A. Residents in the southern San Fernando Valley have expressed increased concerns about noise from airplanes that use Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“BUR”) and Van Nuys Airport (“VNY”).

B. The Authority is committed to working with the community and other stakeholders to help identify potential actions to reduce airplane noise without shifting noise to other noise-sensitive communities.

C. In August 2019, the Authority and Los Angeles World Airports jointly formed the Southern San Fernando Valley Airplane Noise Task Force (“Task Force”) to help address community concerns regarding noise associated with BUR and VNY.

D. Among other recommendations, the Task Force encouraged the Authority to create a Citizen’s Advisory Committee (“CAC”) to address community concerns throughout the San Fernando Valley.

E. On December 14, 2020, the Commission adopted Resolution No. 488 to establish the CAC to provide recommendations to the Authority on its update of the Noise Exposure Map and Noise Compatibility Program pursuant to Title 14, Part 150 of the Code of Federal Regulations (“Part 150”).

F. On January 16, 2024, the Commission awarded a contract to Harris Miller Miller and Hanson (“HMMH”) for the preparation of an Airport Noise Compatibility Study pursuant to Part 150 (“Part 150 Study”).

G. On January 16, 2024, the Commission’s Legal, Government, and Environmental Affairs Committee recommended that the composition of the CAC be modified to only include members from the Cities of Burbank, Glendale, and Pasadena.

Section 2. Reestablishment. The Authority shall have a CAC to be known as the “Hollywood Burbank Airport Citizen’s Advisory Committee.”

Section 3. Functions. The CAC shall be a purely advisory body and shall focus exclusively on the following matters: (i) gathering public input on airplane noise issues associated with BUR; and (ii) assisting in the update of the Authority’s Noise Exposure Map and Noise Compatibility Program pursuant to Part 150. Other matters, including airport marketing, airline retention, and the replacement terminal project, are not within the CAC’s jurisdiction. The CAC

shall not have access to attorney-client privilege Authority documents without prior authorization from the Commission.

Section 4. Membership.

A. The CAC shall be a 9-member body comprised of three members from each of the Cities of Burbank, Glendale, and Pasadena. CAC members shall be residents of the city that they are representing.

B. CAC members shall be appointed by the Commission by majority vote. The Authority shall ask the Burbank City Manager, the Glendale City Manager, and the Pasadena City Manager to each recommend three constituents who are interested in serving on the CAC. The Commission shall reasonably defer to the recommendations received, but the Commission may reject any recommendation and appoint an alternative person at its discretion. In the event the Commission rejects one or more recommendations, the Authority shall solicit applications from residents of the area(s) to be represented. Any person who is an elected official, a staff member of an elected official, or a candidate for elective office shall not be considered for appointment to the CAC.

C. CAC members shall serve without compensation at the pleasure of the Commission and may be removed by majority vote of the Commission.

Section 5. Officers. The CAC shall elect a Chairperson from its membership.

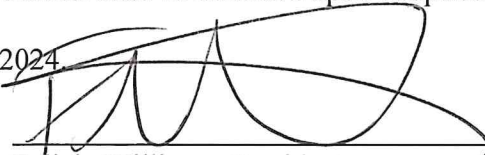
Section 6. Meetings. Regular meetings of the CAC shall be held on a quarterly basis. CAC meetings shall be held in accordance with the Brown Act (Government Code Sections 54950 et seq.).

Section 7. Duration. The CAC shall become active upon appointment of its membership by the Commission. The CAC shall dissolve upon the Authority's submission of an updated Noise Exposure Map and Noise Compatibility Program to the FAA.

Section 8. Repeal of Prior Resolution. Resolution No. 488 is repealed.

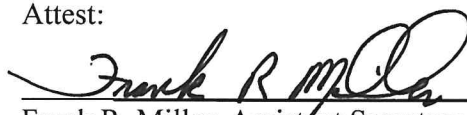
Section 9. Effective Date. This Resolution shall be effective upon adoption.

Adopted this 18th day of March, 2024.



Felicia Williams, President
Burbank-Glendale-Pasadena Airport Authority

Attest:



Frank R. Miller, Assistant Secretary

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its special meeting held on the 18th day of March 2024 by the following vote:

AYES: Commissioners Williams, Najarian, Talamantes
 Hampton, Devine, Ovrom, Quintero, and Wilson

NOES: None

ABSENT: Commissioners Gabel-Luddy



Frank R. Miller
Assistant Secretary

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 17, 2025**

**COMMENCEMENT OF FINANCING ACTIVITIES FOR COMPLETION BONDS AND
ENGAGEMENT OF COMPLETION BOND FINANCING TEAM MEMBERS**

Presented by John T. Hatanaka, Executive Director, and
Louis Choi, Public Resources Advisory Group

SUMMARY

At its meeting on February 18, 2025, the Finance and Administration Committee (“Committee”) directed Staff to seek Commission approval to commence the financing activities related to the issuance of airport revenue bonds in fiscal year 2025-26 (“Completion Bonds”) to fund the construction of the Replacement Passenger Terminal (“RPT”) Project.

DISCUSSION

The current plan of finance for the RPT Project uses a multi-step approach to fund the entire \$1.3 billion project cost. The plan includes: (i) issuance of the Authority’s Airport Revenue Bonds, 2024 Series A, B and C Bonds (“2024 Bonds”); (ii) securing additional federal Airport Improvement Program grants, Bipartisan Infrastructure Law (“BIL”) airport infrastructure grants, and BIL airport terminals program grants; (iii) applying for the use of passenger facility charge (“PFC”) revenues; (iv) deploying Authority funds from the Facilities Development Reserve and the sale of property; (v) using the Authority’s commercial paper (“CP”) program to fund any gaps in timing; and (vi) issuing the Completion Bonds to fund any gaps in amounts and to retire any outstanding CP.

The Authority completed the issuance of its 2024 Bonds on May 30, 2024, and the successful results of that issuance were reported to the Commission at the June 17, 2024 meeting.

In addition, Staff have obtained federal grants and approvals for the use of PFCs for the RPT Project. Meanwhile, the RPT Project has been proceeding on budget and on time. The current estimated funding gap is approximately \$282.7 million, and current cash flow projections forecast that the Completion Bonds may be issued in February or March 2026, depending on the timing of the receipt of grant funds and the use of the CP program. On December 16, 2024 and February 18, 2025, Staff discussed with the Committee how elements of the current plan of finance are subject to a number of different risks. These include, among others:

1. Federal funding sources risk: the risk that the anticipated additional federal grants, awarded but not yet completed federal grants, awarded but not yet drawn federal grants, and approvals to use PFC revenues may not be realized or may be realized in smaller amounts;

2. Tax law changes risk: the risk that the Authority may not be allowed to issue the majority of the Completion Bonds as tax-exempt bonds*, but must instead issue the Completion Bonds as taxable bonds with higher interest rates;
3. Interest rate risk: the risk that interest rates may increase due to general market conditions and that credit spreads may widen, which would increase the borrowing cost of the Authority; and
4. Project cost risk: the risk that the cost of the RPT Project increases, requiring the Authority to increase the size of its Completion Bonds to fully fund the RPT Project.

Certain recent actions by the federal government have highlighted the above risks. The nature of such risks and their impact cannot be known. Accelerating the issuance of the Completion Bonds may be beneficial, or even be necessary, for the Authority to address some of these risks. For example, if the federal government were to enact legislation to disallow the issuance of tax-exempt bonds to fund the RPT Project or other similar municipal governmental facilities, issuing the Completion Bonds before the effective date of the legislation could allow the Authority to benefit from lower tax-exempt interest rates than the taxable interest rates for a later issuance. As another example, if the federal government were to reduce the amount of available federal funding sources for the RPT Project, the Completion Bonds may need to be issued earlier to fill the larger funding and timing gaps.

It is important to note that the process of issuing the Completion Bonds will require at least several months to complete and will depend, in part, on the Fiscal Year 2025-26 budget process. The process includes a comprehensive update of the financial feasibility forecast to be prepared by the Authority's airport consultant, Ricondo & Associates, as well as the drafting of other financing documents and the authorization process itself. This timing is shortened in comparison to the 2024 Bonds, which took more than half a year to complete.

Based on the above, the Committee agreed with Staff's assessment that it would be prudent for the Authority to begin getting ready for the issuance of the Completion Bonds. Upon completion of the preparation of the financial feasibility forecast and financing documents, the Authority would be able to enter the market much more quickly. The actual issuance of the Completion Bonds will depend on the financing need of the RPT Project, while carefully monitoring developments that could impact the above risks.

The Committee also agreed with Staff's assessment that it would be prudent for the Authority to engage the 2024 Bonds financing team to get ready for the issuance of the Completion Bonds. The financing team for the 2024 Bonds included: (i) Ricondo & Associates as airport feasibility consultant; (ii) Orrick, Herrington and Sutcliffe LLP as bond, disclosure and tax counsel; (iii) Public Resources Advisory Group as municipal advisor; (iv) The Bank of New York Mellon Trust Company as bond trustee; (v) BofA Securities, Inc. as the senior manager of the underwriting syndicate; (vi) J.P. Morgan Securities LLC and Samuel Ramirez & Co., Inc. as the co-senior managers; and (vii) Barclays Capital Inc., Loop Capital Markets LLC, RBC Capital Markets, LLC, and Siebert Williams Shank & Co., LLC as the co-managers. Each firm of the underwriting team was originally selected through a competitive process. They are already familiar with the Authority and the RPT Project,

* The current plan assumes that approximately 95% and 5% of the RPT Project costs may be financed with tax-exempt AMT bonds and tax-exempt non-AMT bonds, respectively. Certain other uses of funds, for example capitalized interest, may be required to be funded with taxable bonds.

allowing them to implement the Completion Bonds rapidly, and they delivered an excellent result to the Authority on the 2024 Bonds.

RECOMMENDATION

Staff seek the Commission's approval to commence activities to prepare documents and to seek authorization for the issuance of the Completion Bonds. To expedite the overall process, Staff also seek the Commission's approval to engage the same financing team as the 2024 Bonds with each member in its previous role.

Exhibits

1. Presentation on Financing Plan Risks for December 16, 2024 Committee Meeting
2. Presentation on Financing Plan Update for February 18, 2025 Committee Meeting

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 17, 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”), at its special Meeting on February 18, 2025, the Operations and Development Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission 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 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:

-2-

	<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 anticipates 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.

RECOMMENDATION

At its special meeting on February 18, 2025, the Committee voted (2–0, 1 absent) to recommend that the Commission 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.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
MARCH 17, 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 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. The scenarios below and the staff recommendation were presented to the Executive Committee (“Committee”) at their meeting on March 5, 2025. The Committee did not make a recommendation on this item, but instead directed that this item be submitted to the Commission with Staff’s recommendation for further discussion.

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	3 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 Commission authorize the project team to proceed with the issuance of the RFQ, and approve the proposed selection process, for procurement of artwork for the three modular connector locations in the RPT for a rotating display of curated art for a 3-year period based on Scenario C.

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.

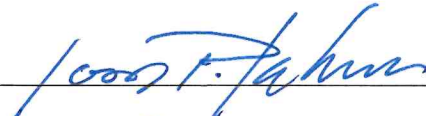
20. Counterpart Originals. This Agreement may be executed in counterpart originals.

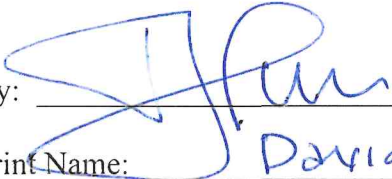
21. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be 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

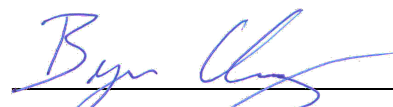
Hollywood Burbank Airport

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:

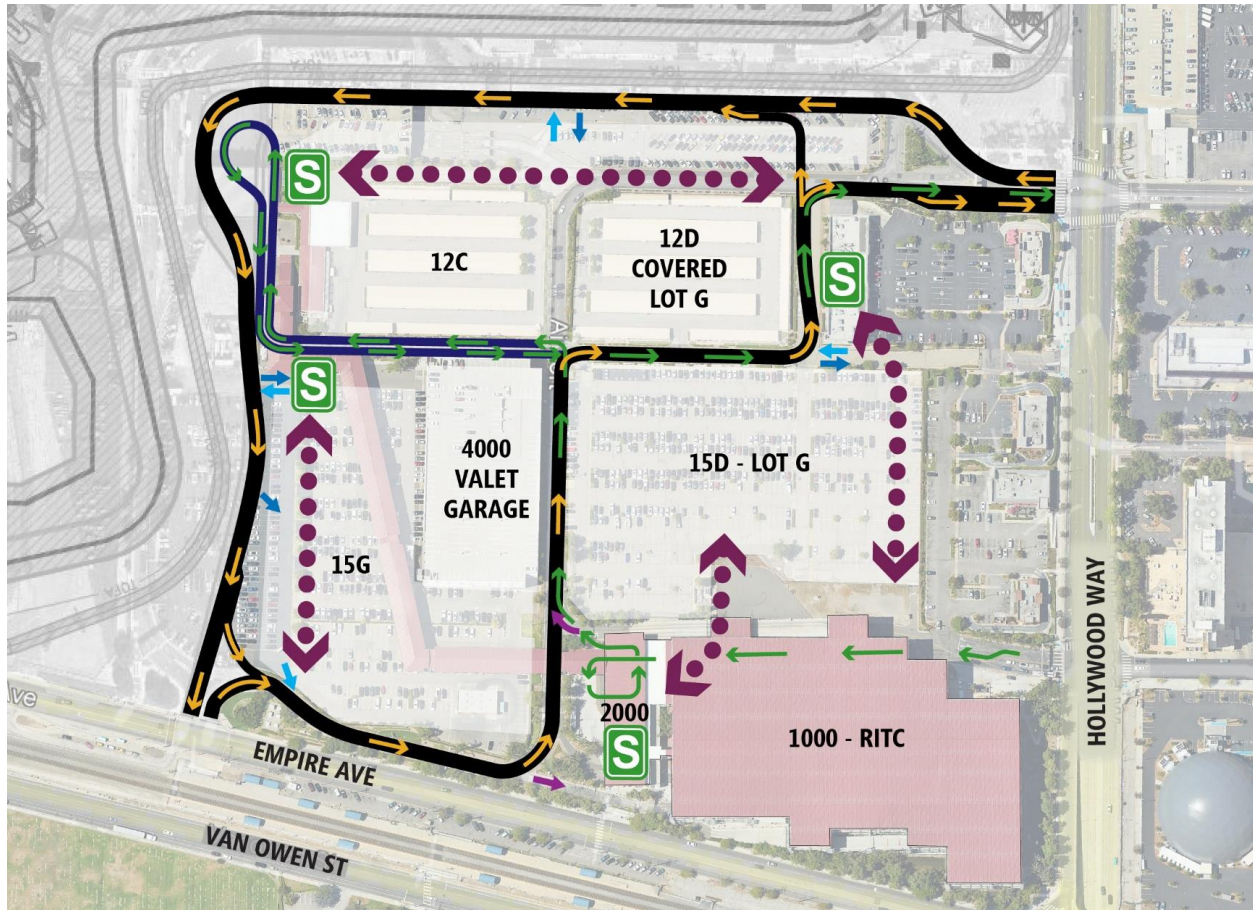
- » Reprogram the current valet parking structure as a self-park facility, including accommodating public traffic flow to and from points of structure ingress and egress, accessibility upgrades, and upgrades to MEP and fire protection systems (if required).
- » Provide updated wayfinding and signage 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
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
6.2	Prepare Bidding Documents with Permitting Comments	\$0.00	\$8,170.00							\$8,170.00
6.3	Quality Control Review	\$5,248.00	\$2,840.00							\$8,088.00
6.4	Bidding Assistance	\$9,044.00	\$17,730.00							\$26,774.00
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
7	Elevator Refurbishment Design	\$0.00	\$0.00					\$10,000.00	\$17,750.00	\$27,750.00
7.1	Elevator Survey and Report	\$2,048.00	\$0.00							\$2,048.00
7.2	Elevator Construction Documents	\$1,433.00	\$0.00							\$1,433.00
7.3	Elevator Bidding and Negotiation	\$1,433.00	\$0.00							\$1,433.00
	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
	Expenses Cost	\$3,201.05	\$19,000.00							\$22,201.05
	Subconsultant Markup (Labor Only)	\$36,055.92								\$36,055.92
	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

Eligible for PFC (Based on Non-Parking Scope %)	Meeting	Design	Eligible Total
50%		\$960.00	\$960.00
50%		\$4,085.00	\$4,085.00
50%		\$4,044.00	\$4,044.00
50%		\$13,387.00	\$13,387.00
50%		\$4,178.00	\$4,178.00
0%		\$0.00	\$0.00
0%		\$0.00	\$0.00
0%		\$0.00	\$0.00
	\$194,103.00	\$693,723.70	\$887,826.70
50%		\$11,100.53	\$11,100.53
69%		\$24,716.33	\$24,716.33
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			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

	Contract Manager	Project Manager	Quality Control Manager	Task Lead	Civil Engineer	Environmental Consultant										
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	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
									\$ 1,233,564

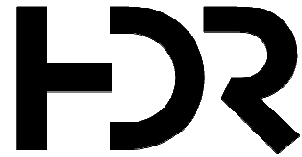
Subtotal Subconsultants \$ 1,233,564

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

PROFESSIONAL AND OFFICE

	<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

FIELD SURVEY

	<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 as 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: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D: Allied World Surplus Lines Insurance Company</td> <td>24319</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	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:	
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INSURER F:															
INSURED: 1466328 LERCH BATES, INC. 9780 S. MERIDIAN BLVD. STE 450 ENGLEWOOD CO 80112															

COVERAGES **CERTIFICATE NUMBER:** 16283206 **REVISION NUMBER:** XXXXXXXX

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"/> PROJECT <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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Replacement Passenger Terminal Project **Financing Plan Update**

Burbank-Glendale-Pasadena Airport Authority
Finance and Administration Committee Meeting

February 18, 2025

Financing Plan Status

Funding Requirements

Category	Budget ⁽¹⁾ (\$mil)	Expended ⁽²⁾ (\$mil)	Notes
Design Service & PMO (inc. Indirect/GCs/Con. Req.)	244.6	81.8	cGMPs 03, 09, 10 & 11
Civil Enabling	63.8	56.1	cGMP 02 & 04
Terminal (inc. Public Art)	458.3	78.9	cGMPs 01, 05, 06, 08/08b, 14 & 15
Garage Structure	146.4	30.9	cGMP 12 & 13
Airside Civil	80.5	6.1	cGMP 16
Landside Civil & ASF	64.4	3.4	cGMP 17
HPT Contingency	52.1	3.2	
<i>HPT Subtotal</i>	<i>1,110.1</i>	<i>260.5</i>	<i>23.5% expended vs. budget</i>
Program Management	42.0	24.7	
Owner Contingency and Allowances	146.6	29.3	Includes BWP-related costs
Total	1,298.7	314.5	24.2% expended vs. budget

(1) As of February 10, 2025

(2) Actual/accrual (estimate) through February 10, 2025

Financing Plan Update

Funding Source	Current Target (\$mil)	Awarded/ Approved ⁽¹⁾ (\$mil)	Drawn ⁽¹⁾ (\$mil)	Status
AIP Grant – <i>entitlement</i> ⁽²⁾	2.2	0.0	0.0	\$0.7mil carryover from FFY2024; \$1.5mil in FFY2025
AIP Grant – <i>discretionary</i> ⁽²⁾	18.0	0.0	0.0	Based on prior, unofficial FAA discussions
IIJA AIG Grant – <i>formulaic</i>	39.9	24.1	<u>10.6</u>	FFY2025 application in progress
IIJA AIG Grant – <i>supplemental disc.</i>	20.0	0.0	0.0	Intended for ramps
IIJA ATP Grant – <i>competitive</i>	82.9	<u>47.3</u>	<u>16.5</u>	<u>Reduced</u> to reflect \$9.3mil officially awarded, <u>but not executed</u>
Passenger Facility Charge (PFC)	69.1	<u>48.3</u>	<u>18.3</u>	PFC 25-22 application (\$20.7mil) submitted & pending approval
Authority Cash	100.0	100.0	0.0	Available
Proceeds of Property Sale	2.1	2.1	0.0	Amount identified from sale of Kenwood parking lot
Revenue Bonds ⁽³⁾	964.5	681.8	<u>221.7</u>	Implied remaining GARB size: \$282.7mil
Commercial Paper Program	n/a	200.0	0.0	Available
Total	1,298.7	1,103.6	<u>267.1</u>	85.0% awarded/approved vs. target

AIP = Airport Improvement Program

AIG = Airport Infrastructure Grant

ATP = Airport Terminal Program

IIJA = Infrastructure Investment and Jobs Act

⁽¹⁾ As of January 2025

⁽²⁾ Available for Southeast Quadrant only; to be used for demolition costs

⁽³⁾ Includes anticipated interest earnings on investment portfolio

Financing Plan Risks

Federal funding sources

Tax law changes

Interest rates

Project cost

Updates on Federal Funding Sources Risk

- A memo was released (and later rescinded) by the OMB calling for Federal grants and loans be paused, while Administration priorities on policies (e.g., “green new deal”) are assessed
- FAA administrator Mike Whitaker resigned on 1/30/2025
- ADO has indicated that they will continue as before, until further direction is provided
- Financing plan includes:
 - \$64 million of unawarded/unapproved Federally controlled dollars
 - \$39 million in unawarded formulaic grants and unapproved PFCs
 - \$9.3 million awarded, but yet-to-be-executed grant
 - \$74 million⁽¹⁾ previously awarded but undrawn sources

(1) Through February 10, 2025

Updates on Tax Law Changes Risk

- The CBO has provided a list of potential budget balancing measures to the new Congress, which includes the elimination of tax exemption for municipal bonds and separately for private activity bonds (PABs) similar to the Authority's 2024B Bonds.
- News agencies report that a similar list has been included in a memo provided to the House GOP caucus
- Industry groups have been urging more outreach by all interested parties to contact their Congressional representatives on this topic
- It remains unclear what, if any, action this Congress may take with respect to tax law

Updates on Interest Rate Risk

- Financing plan assumes issuing GARBs to fund \$283 million of project costs in 2026 Q1
- Interest rates are difficult to predict, due to many factors
 - Investment alternatives (stocks, real estate, cryptocurrency, etc.)
 - Federal Reserve and other central bank policies
 - Economic outlook
- Forecast continues to predict lower future interest rates
 - Rates have risen since December

	Current	2026 Q1 Forecast ⁽¹⁾
Fed Funds Rate	<u>4.25-4.50%</u>	<u>3.95%</u>
2Y Treasury	<u>4.28%</u>	<u>3.60%</u>
5Y Treasury	<u>4.34%</u>	<u>3.81%</u>
10Y Treasury	<u>4.49%</u>	<u>4.04%</u>
30Y Treasury	<u>4.70%</u>	<u>4.30%</u>

(1) Bloomberg survey of economist's median rate forecasts

Updates on Project Cost Risk

- Potential factors contributing to project cost risk
 - Inflation
 - Tariffs
 - Supply chain disruption
 - Competition for construction labor/equipment supply
- Direct 1-to-1 impact on amount of closeout GARB financing size

Assessing Risk

- To assess the likelihood of risks, we applied risk classification models
 - Likelihood vs. impact
- Number and type of conditions to realize the risk
 - Inaction by many > inaction by few > action by few > action by many
- Quantify the impact as debt service and CPE
- Note: The listed risks consist largely of “known” risks to differing degrees, but there may be additional “unknown unknowns”

Quantifying Risk⁽¹⁾

Risk	Description	Bond Funding ⁽²⁾	Annual Debt Service ⁽³⁾	CPE ⁽⁴⁾
Federal Funding	No new awards/approvals	+\$64.3 million	+\$4,408,000	+1.23
	No new formulaic/PFCs	+\$38.7 million	+\$2,599,000	+0.72
	Outstanding award is not executed	+\$9.3 million	+\$652,000	+0.18
	Disbursements for awards withheld	+\$74.0 million	+\$5,187,000	+1.44
Tax Law	No private activity (AMT) bonds	No change	+\$3,563,000	+0.98
	No tax-exempt (non-AMT)bonds	No change	+\$297,000	+0.09
Interest Rate	50 bps lower	No change	-\$726,000	-0.22
	50 bps higher	No change	+\$744,000	+0.21
Project Cost	Each \$50 million higher	+\$50.0 million	+\$3,505,000	+0.97

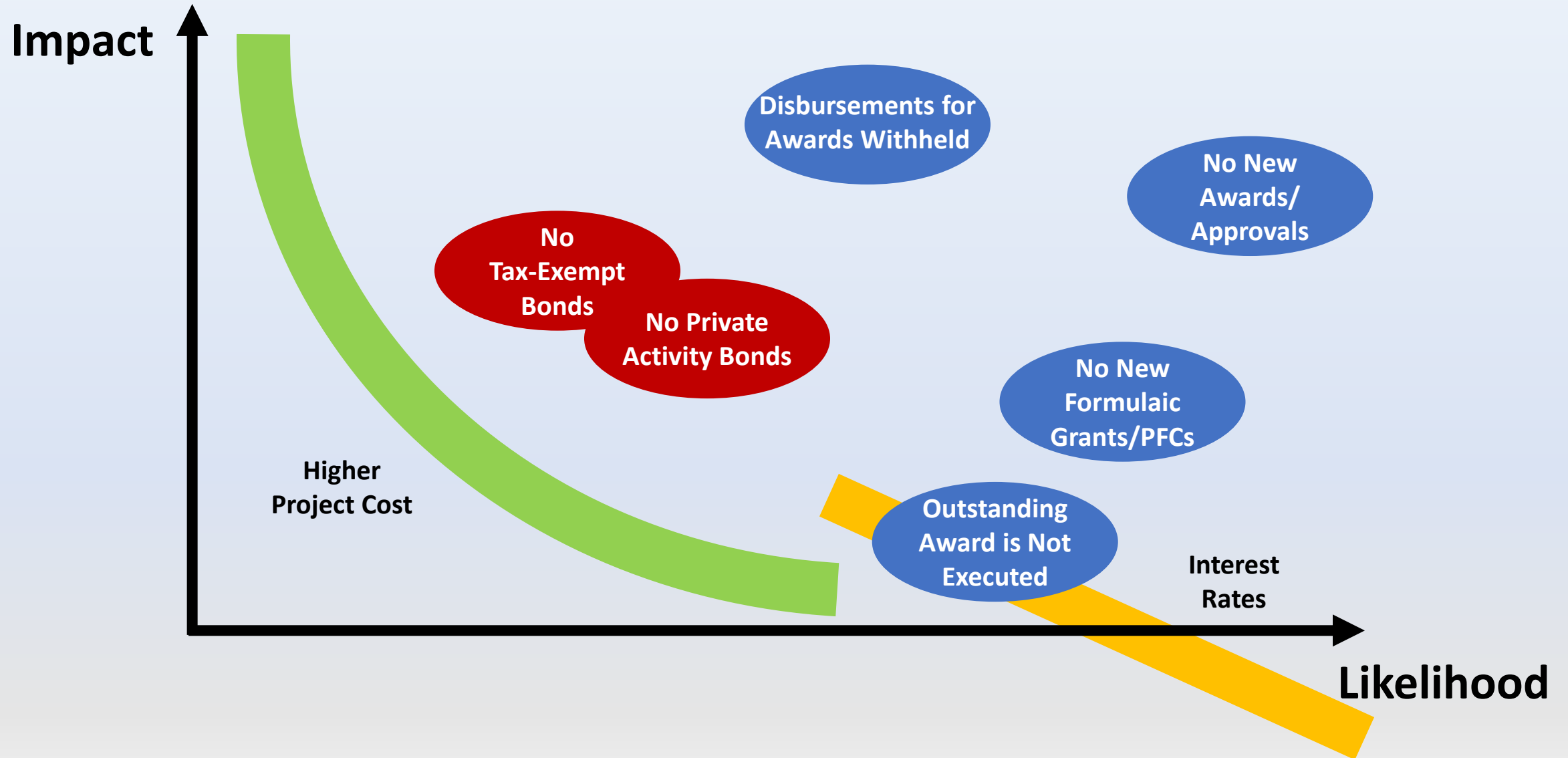
(1) Prepared solely for the purpose of discussion; not intended to imply likelihood of any such event(s)

(2) Estimate based on financing plan as outlined in 11/18/2024 F&A presentation, total RPT cost of \$1.248B, and disbursements through October 2024

(3) Estimate based on interest rates as of 12/6/2024 plus 50 bps for "A"-rated GARBs

(4) Calculated using method similar to projections prepared by Ricondo & Associates, based on detailed data, CAGR of 3.3% of 2022-2032

Risk Assessment



Replacement Passenger Terminal Project **Financing Plan Risks**

Burbank-Glendale-Pasadena Airport Authority
Finance and Administration Committee Meeting

December 16, 2024

Financing Plan Risks

- Federal funding sources
- Tax law changes
- Interest rates
- Project cost

Federal Funding Sources Risk

- Receive fewer additional funding sources
 - Financing plan includes \$64 million of target Federally controlled dollars which are currently unawarded/unapproved
 - Additional \$39 million in unawarded formulaic grants and unapproved PFCs
- Unable to access previously awarded sources
 - Based on compliance with Federal regulations for distinct units of work
 - Undrawn amount currently total approximately \$88 million⁽¹⁾
- Timing of funds
 - Require additional liquidity (interest/cost due on CP draws, foregone investment earnings, etc.)

(1) Through October 2024

Tax Law Changes Risk

- Federal election campaigns included promises of extending and increasing tax cuts
 - Tax cuts under the Tax Cuts and Jobs Act of 2017 (TCJA) expires after 2025
 - To meet Senate rules on the reconciliation process, TCJA used savings from disallowing tax-exempt municipal bond advance refundings
- There are currently no formal proposals
- Rumors have included possible full or partial revocation of municipal bond tax exemption
 - Specifically, private activity AMT bonds (similar to BUR's 2024B GARBs) maybe targeted

Interest Rate Risk

- Financing plan assumes issuing GARBs to fund \$283 million of project costs in 2026 Q1
- Interest rates are difficult to predict, as they are determined by many factors
 - Investment alternatives (stocks, real estate, cryptocurrency, etc.)
 - Federal Reserve and other central bank policies
 - Economic outlook
- Market outlook on interest rates has shifted in the past month
 - Forecast continues to predict lower future interest rates

2025 Q4 Forecast⁽¹⁾	As of 10/31	As of 11/30
Fed Funds Rate	3.06-3.30%	3.40-3.65%
2Y Treasury	3.17%	3.56%
5Y Treasury	3.39%	3.79%
10Y Treasury	3.73%	4.10%
30Y Treasury	3.99%	4.33%

(1) Bloomberg survey of economist's median rate forecasts

Project Cost Risk

- Potential factors contributing to project cost risk
 - Inflation
 - Tariffs
 - Supply chain disruption
- Direct 1-to-1 impact on amount of closeout GARB financing size

Quantifying Risk⁽¹⁾

Risk	Description	Bond Funding ⁽²⁾	Annual Debt Service ⁽³⁾	CPE ⁽⁴⁾
Federal Funding	No new awards/approvals	+\$64.3 million	+\$4,408,000	+1.23
	plus, no new formulaic/PFCs	+\$103.0 million	+\$7,007,000	+1.95
	plus, no new disbursements for past awards	+\$191.0 million	+\$13,175,000	+3.66
Tax Law	No private activity bonds	No change	+\$3,563,000	+0.98
	No tax-exempt bonds	No change	+\$3,860,000	+1.07
Interest Rate	50 bps lower	No change	-\$726,000	-0.22
	50 bps higher	No change	+\$744,000	+0.21
Project Cost	\$50 million higher	+\$50.0 million	+\$3,505,000	+0.97
	\$100 million higher	+\$100.0 million	+\$7,011,000	+1.95

(1) Prepared solely for the purpose of discussion; not intended to imply likelihood of any such event(s)

(2) Estimate based on financing plan as outlined in 11/18/2024 F&A presentation, total RPT cost of \$1.248B, and disbursements through October 2024

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3-17-25 Commission Meeting
Item No. 7.a. - RPT Construction Update
Month-to-Month SAI Equipment License Agreement

Replacement Passenger Terminal

Garage Circulation Update

March 17, 2025



Agenda

- 1 - SITE PLAN
- 2 - VALET
- 3 - SELF PARK

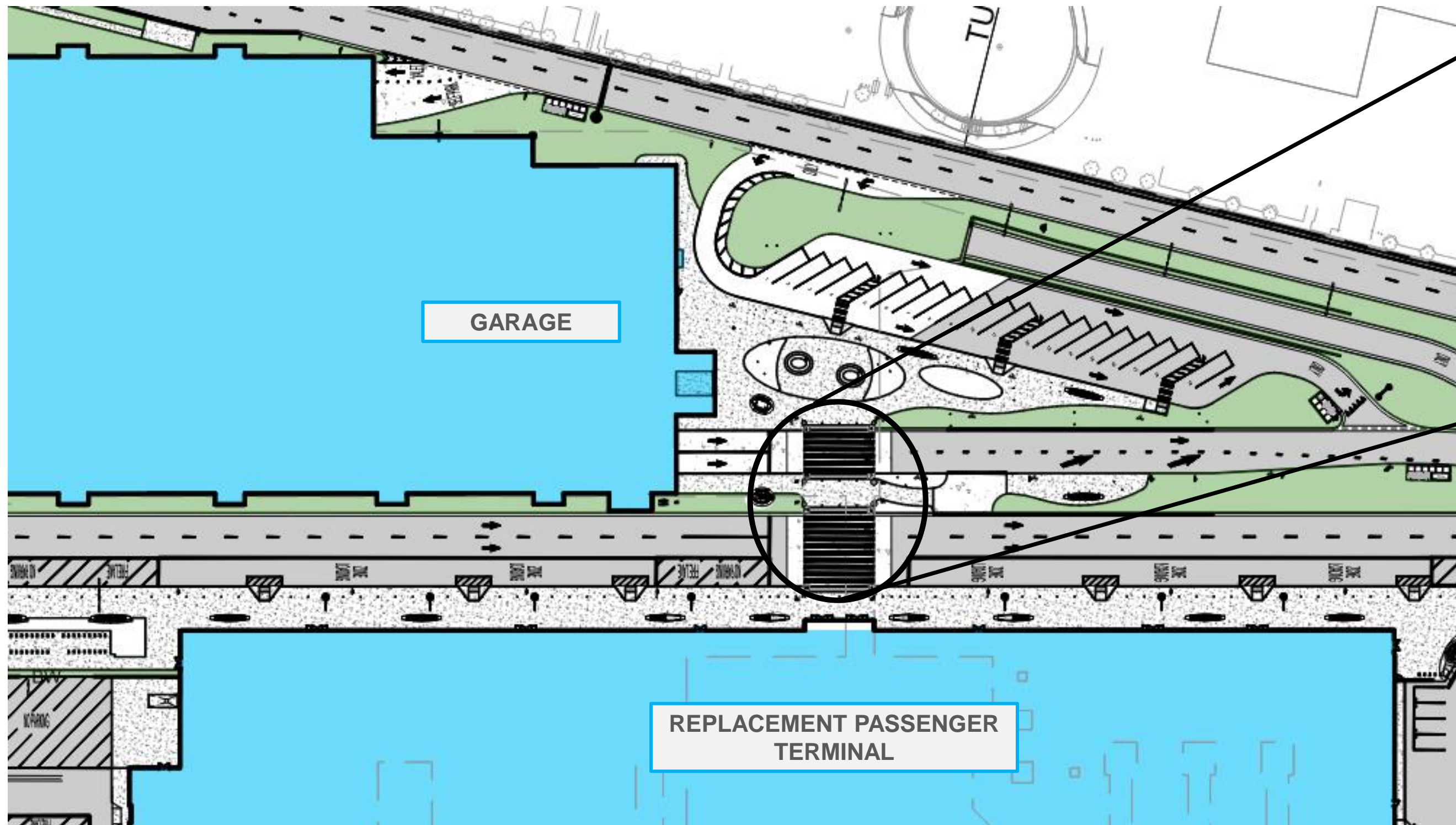


RPT Site Plan

AIRPORT ENTRANCE
HOLLYWOOD WAY/WINONA



Pedestrian Access



- Access To/From Garage
 - 40' Wide Raised Crosswalk
 - Level Path For Pedestrians

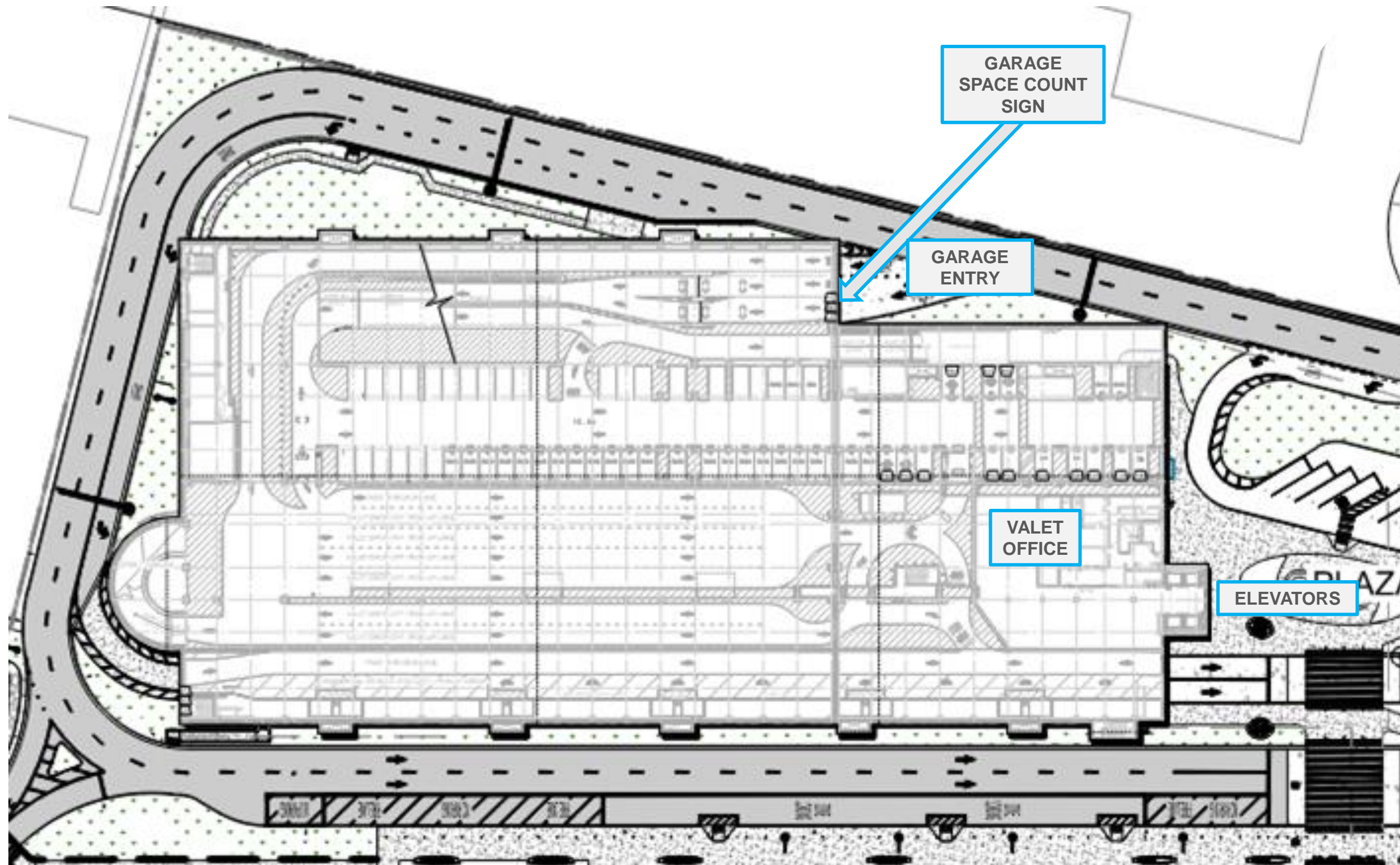
Garage Entry



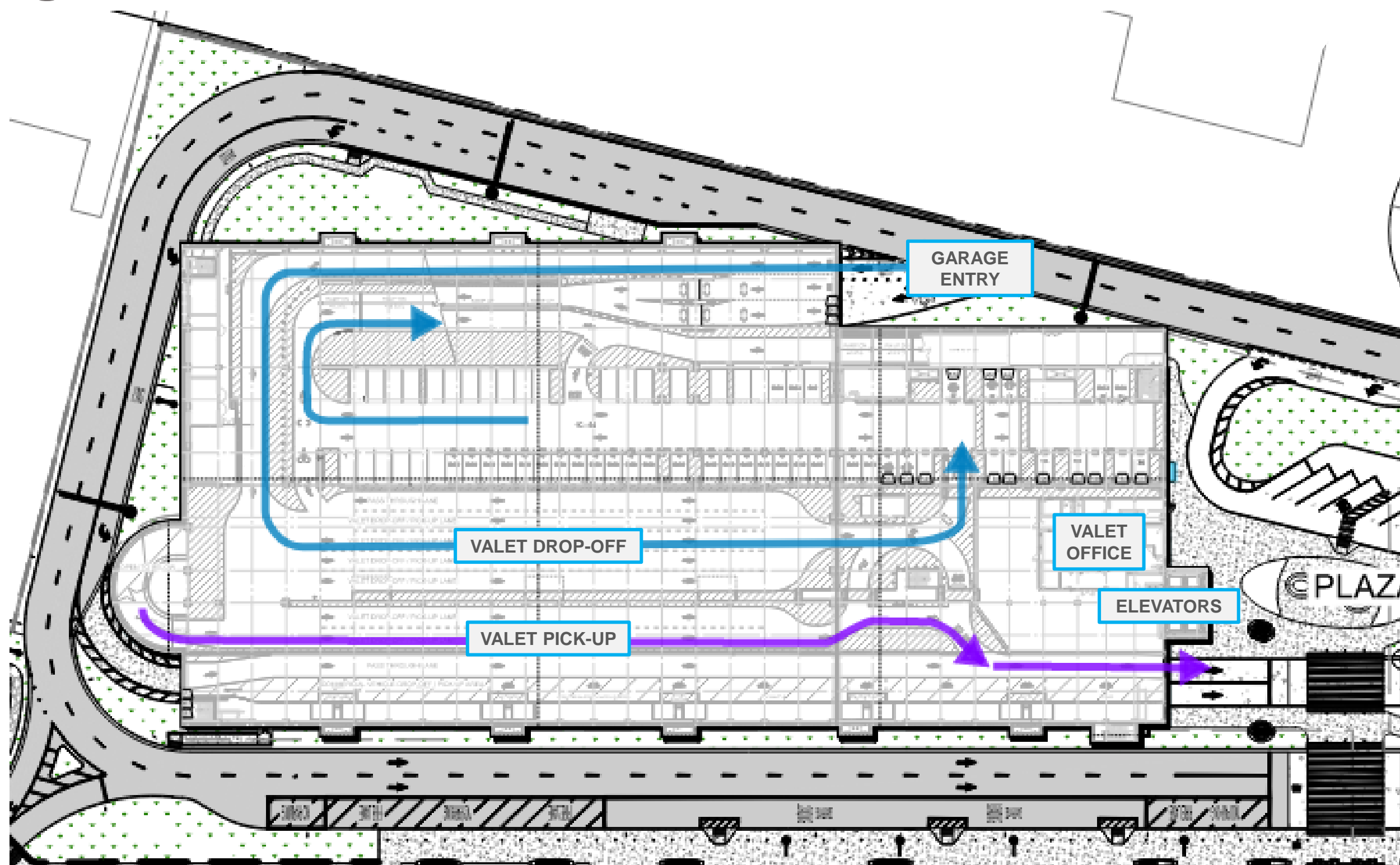
Garage Entry



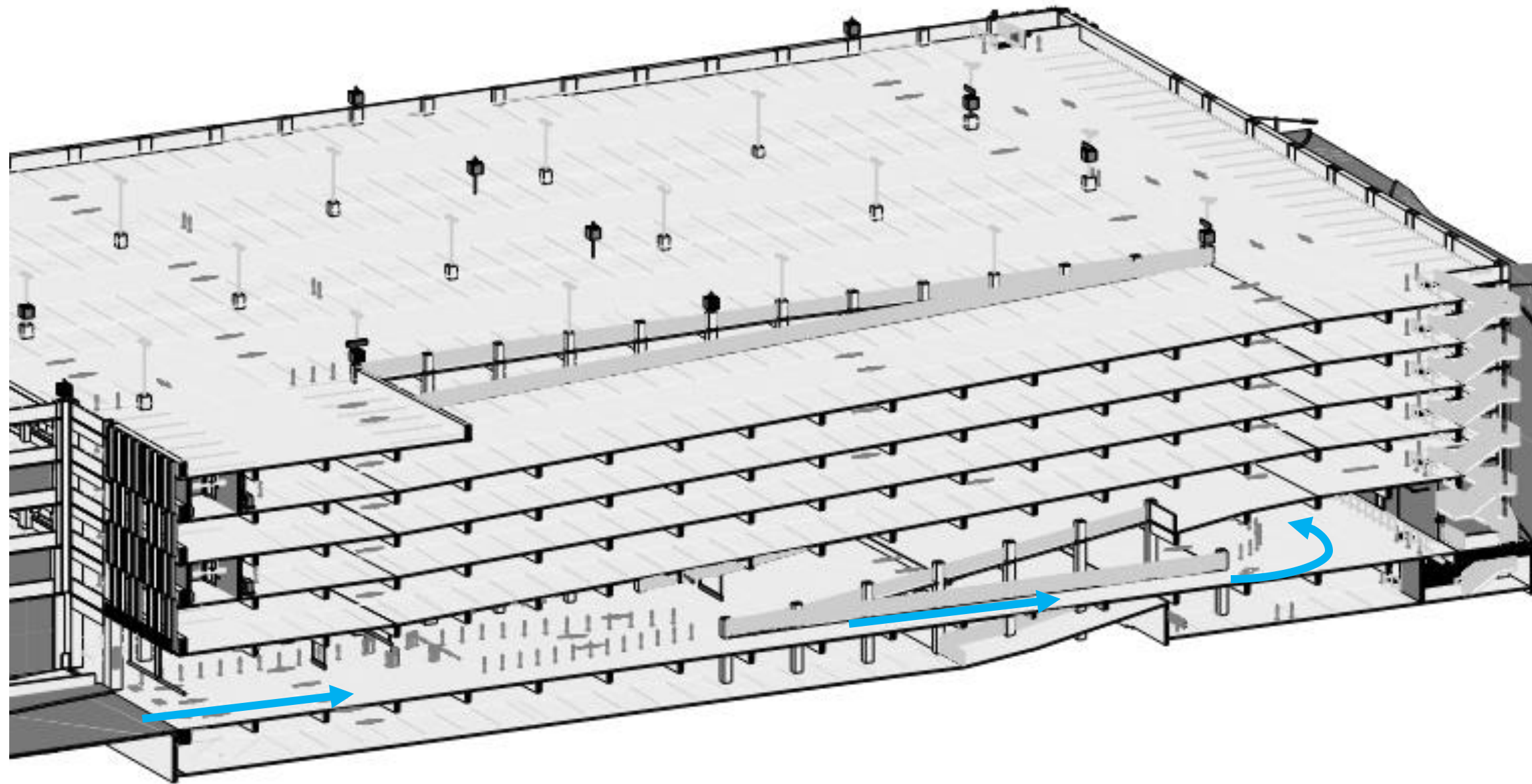
Garage Floor Plan



Valet Parking



Valet Parking



LYWOOD
BANK
PORT

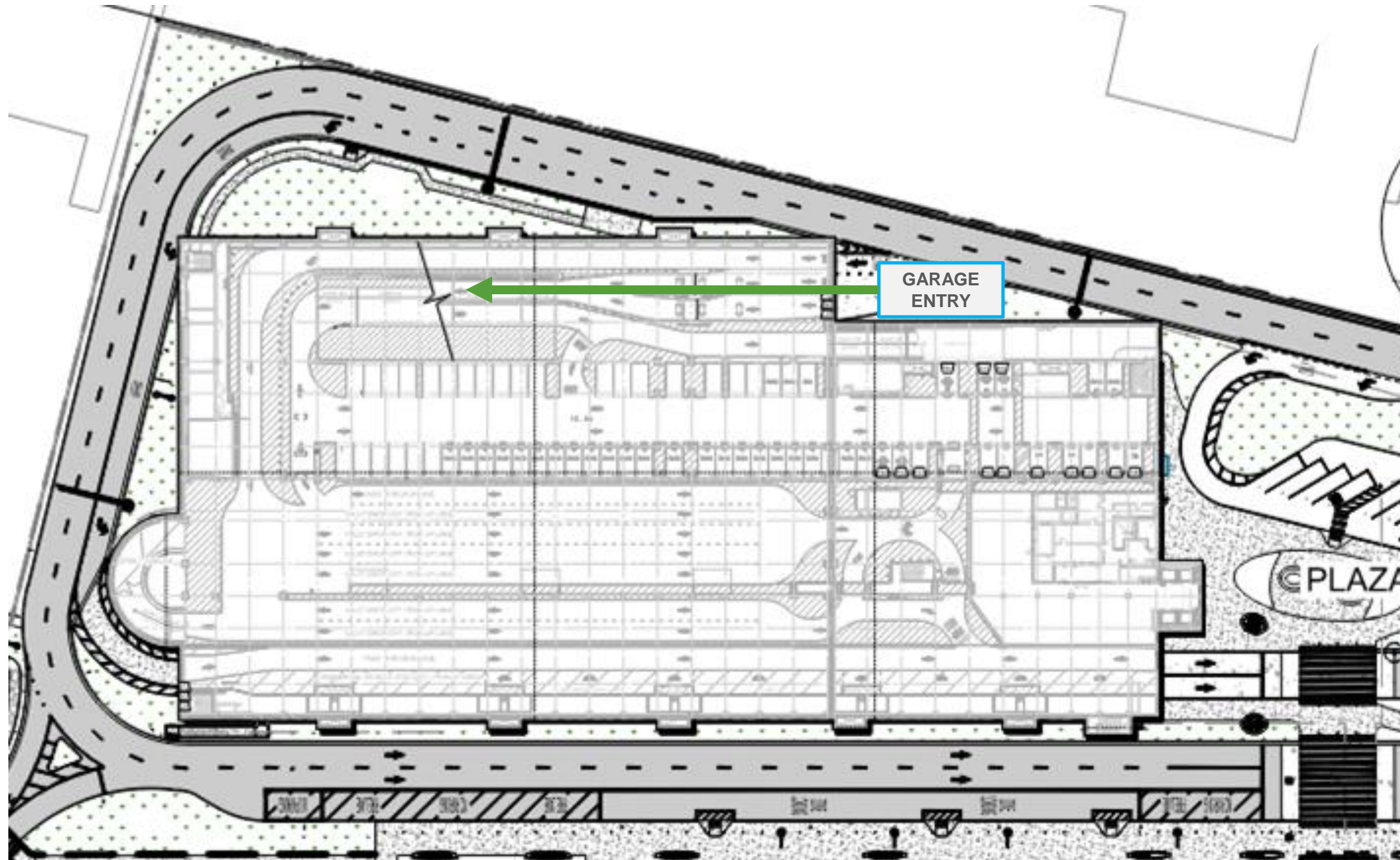
Terminal Parking
OPEN

Valet

Arrivals
Departures

ANCE

Self Park Entry

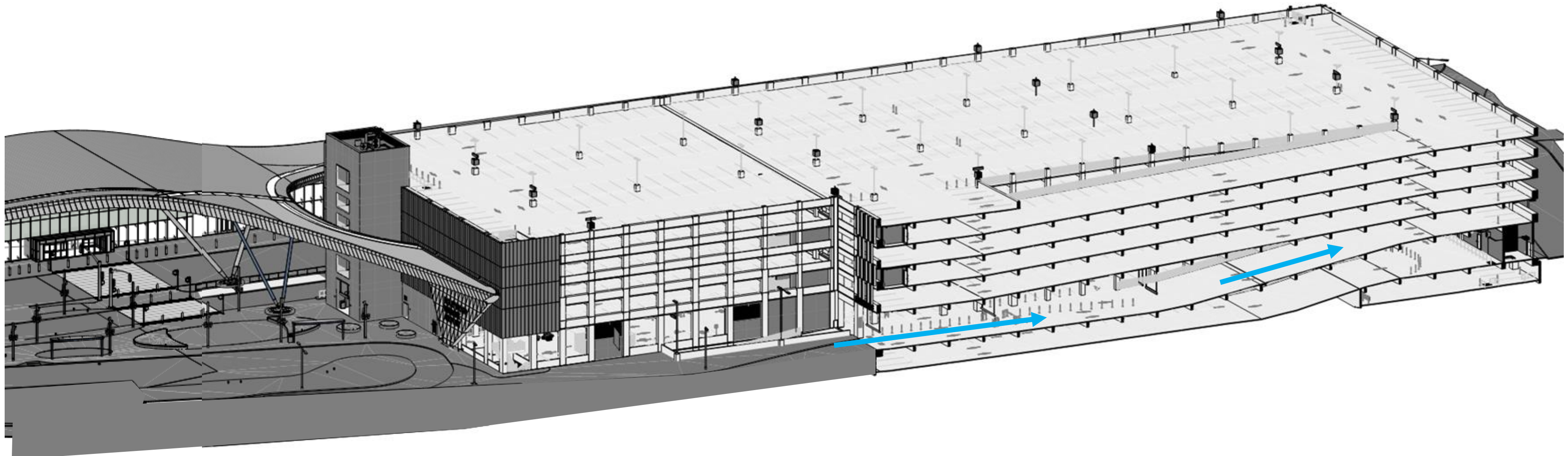


Self Park – Levels 2 – 6

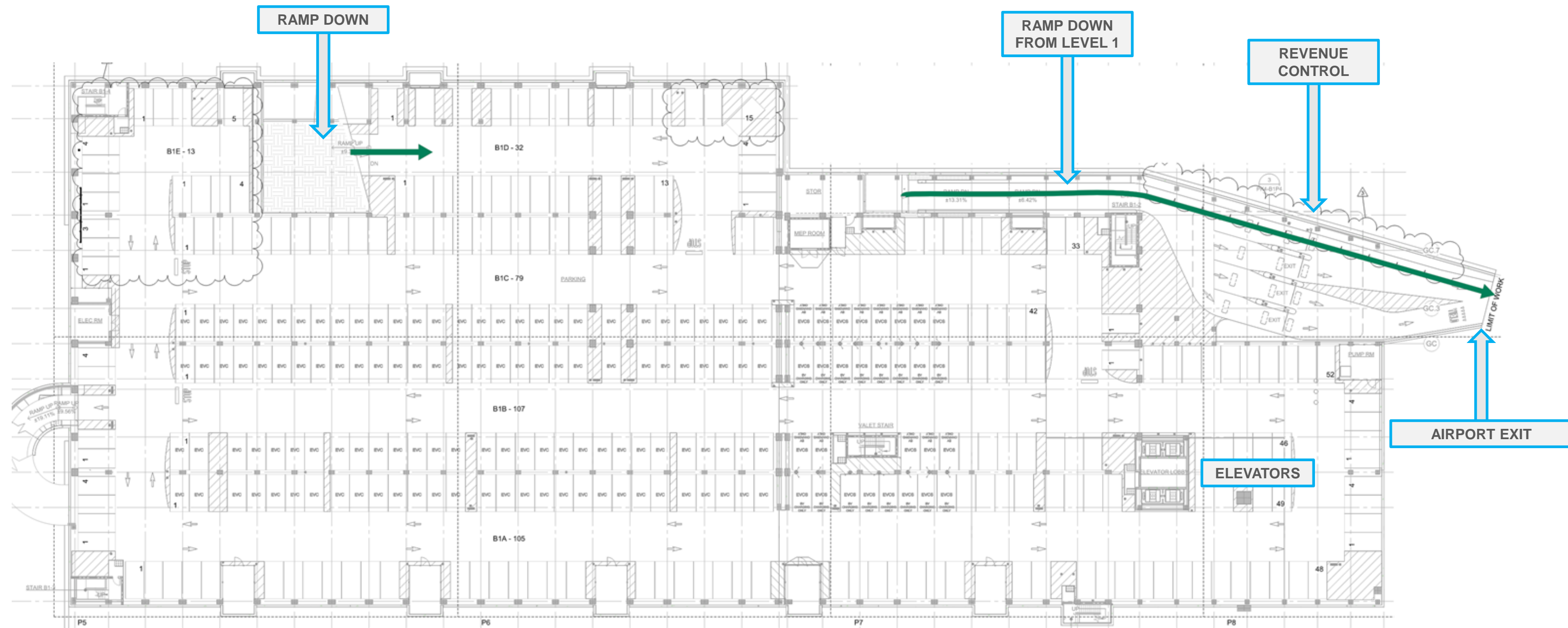


ELEVATORS

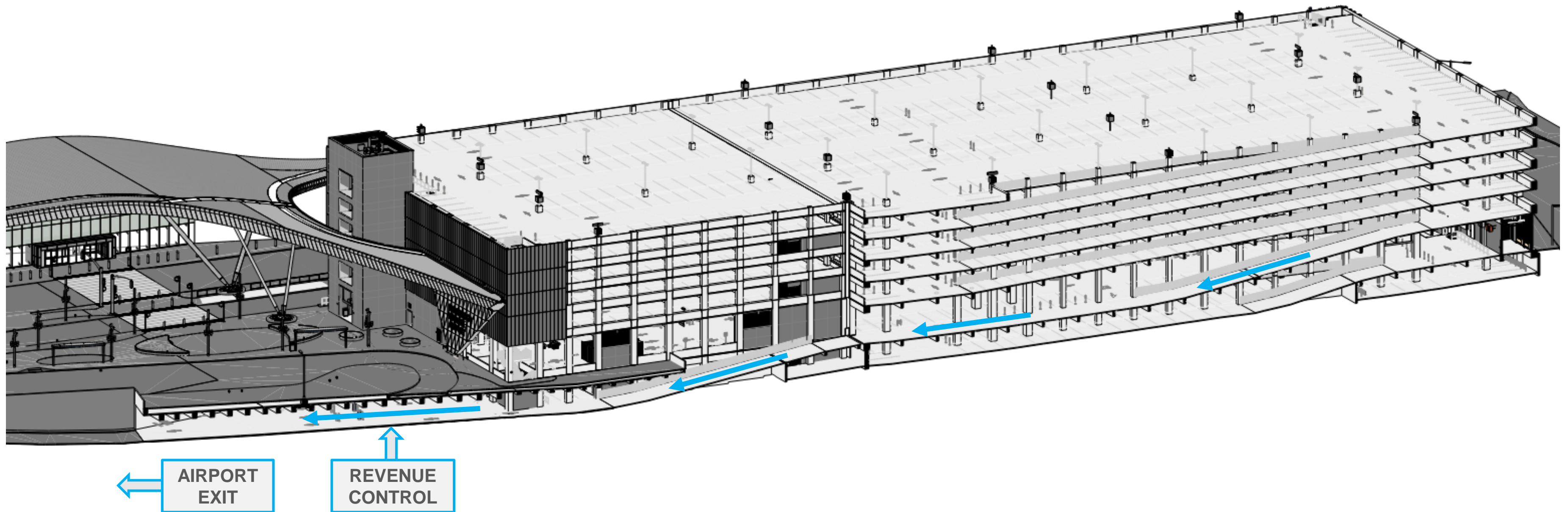
Self Park Entry



Self Park Exit



Self Park Exit



OOD
K
T

Terminal
Parking
OPEN

Valet

Arrivals
Departures

ANCE



Thank you.



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

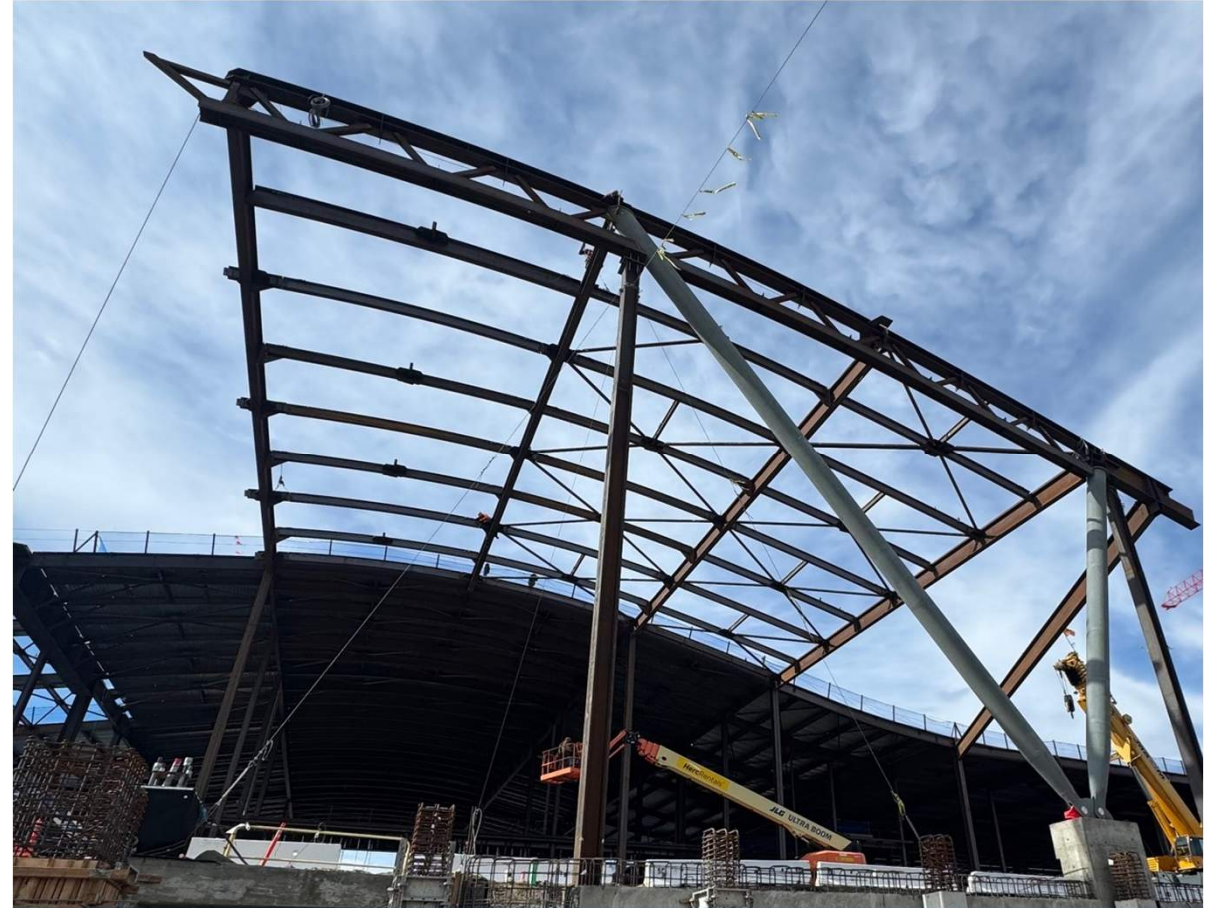


Worker Appreciation/Topping Out Ceremony

Photos



Parking Garage Base Installation

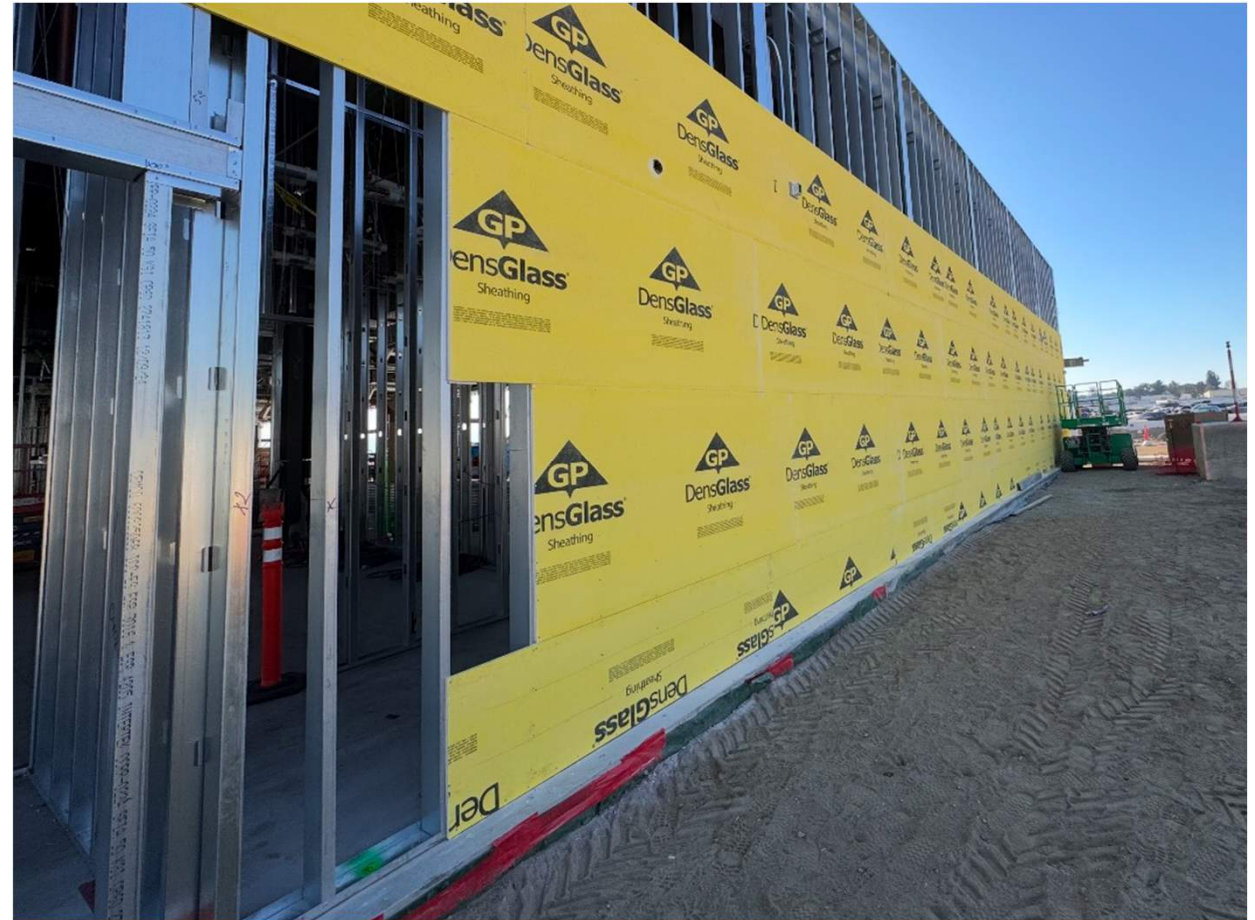


Silver Screen V-Column

[Photos](#)



Electrical Ductbank Installation

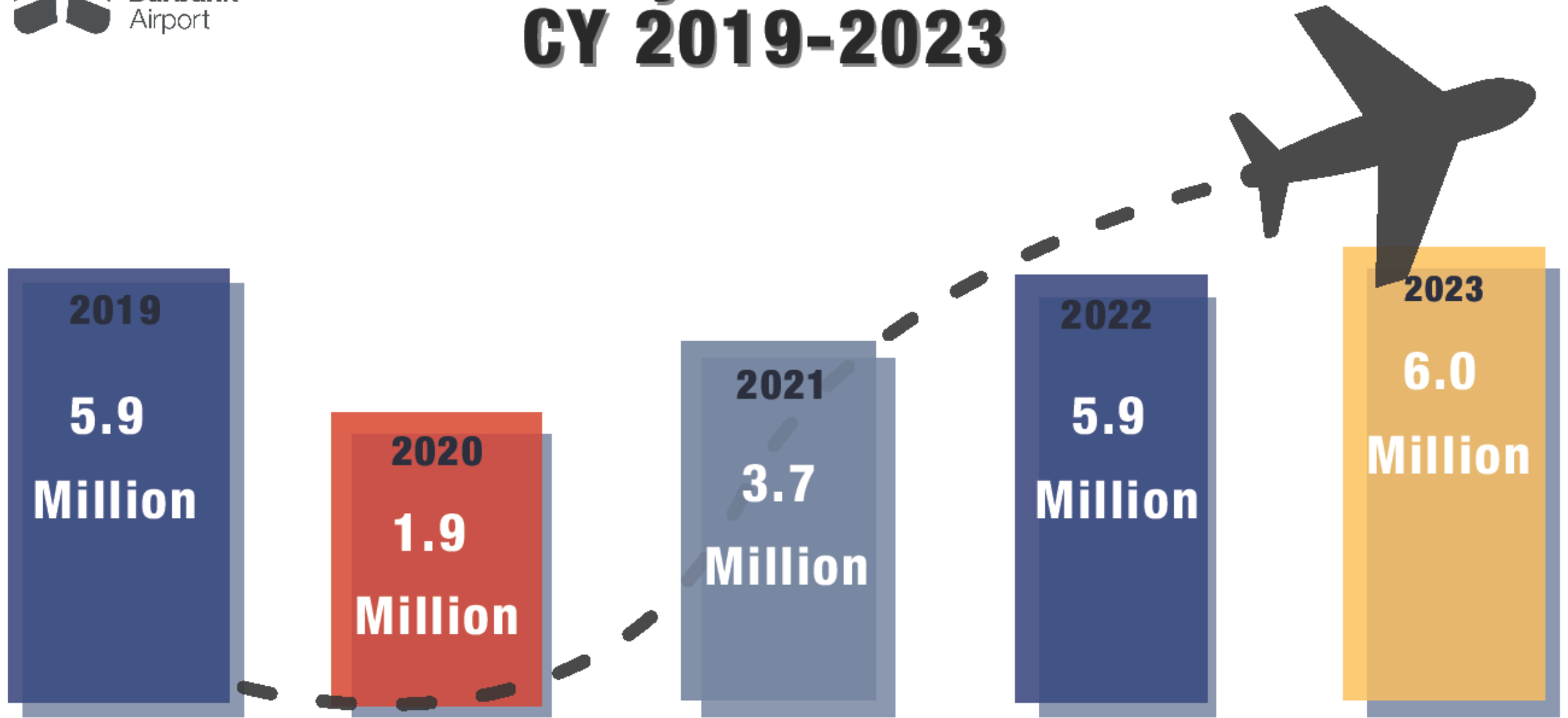


Terminal Exterior Framing

2024 Passenger Activity

March 17, 2025

Runway to a Record CY 2019-2023





CY 2024

6,550,281

+ 8.54%





CY 2024 Regional Performance

Domestic Travel

LAX

52,600,196

- .43%

ONT

6,645,968

+ 9%

SNA

10,733,317

- .06%

LGB

4,148,080

+ 11%



Markets and Airlines



Hollywood
Burbank
Airport

Top 10 Passenger Markets

Albuquerque	Southwest	2288	11:35 A	On Time	A3
Atlanta	DELTA	498	10:23 A	Now At 10:18 AM	A7
Chicago Midway	Southwest	335	11:16 A	On Time	A6
Dallas	Southwest			On Time	
Dallas	Southwest			On Time	
Denver	UNITED	2292	1:05 P	On Time	B2
Denver	Southwest	2003	1:05 P	On Time	A5
FT. Myers	Southwest	1311	10:55 A	Departed	A2
Houston-HOU	Southwest	1077	11:10 A	On Time	A4
Kansas City	Southwest	1315	10:05 A	Departed	A2
Las Vegas	Southwest	2141	10:40 A		A3
Las Vegas	Southwest	1175	10:40 A	On Time	A9
Las Vegas	Southwest	2249	12:56 P	On Time	A6
Midland, TX	Southwest	2111	10:40 A		A3
Nashville	Southwest	2259	11:35 A	On Time	A3

Atlanta	DELTA	483
Boise	Southwest	1436
Boise	Southwest	1436
Chicago Midway	Southwest	2312
Chicago Midway	Southwest	2312
Dallas	Southwest	16
Dallas	Southwest	16
Dallas/Fort Worth	American Airlines	1208
Denver	Southwest	2142
Denver		
Houston-HOU	Southwest	2595
Houston-HOU	Southwest	16
Las Vegas	spirit	3050
Las Vegas	Southwest	1943
Las Vegas	Southwest	2571

- San Francisco Bay Area
- Oakland
- San Francisco
- San Jose

- Las Vegas
- Sacramento

- Phoenix
- Seattle
- Portland
- Denver
- Dallas
- Salt Lake City
- New York City

DESTINATION	CARRIER	FLIGHT	TIME	STATUS
Nashville	Southwest	1689	12:25 P	On Time
Oakland	Southwest	265	10:45 A	On Time
Oakland	Southwest	2003	1:05 P	On Time
Phoenix	Southwest	287	10:45 A	On Time
Portland, OR	HAWAIIAN	4789	11:10 A	On Time
Portland, OR	Southwest	2003	1:05 P	On Time
Sacramento	Southwest	2405	10:10 A	Departed
Sacramento	Southwest	2284	12:45 P	On Time
San Francisco	UNITED	5887	9:50 A	Departed
Santa Rosa	HAWAIIAN	4801	10:35 A	On Time
Seattle	Southwest	1077	10:45 A	On Time
Seattle	Alaska	1081	11:55 A	On Time
Spokane	Southwest	2284	12:45 P	On Time
St. Louis	Southwest	335	11:50 A	On Time
Washington-DCA	Southwest	335	11:16 A	On Time

DEPARTURES

CARRIER	FLIGHT
Southwest	2871
Southwest	3357
Southwest	3303
Southwest	2670
Southwest	1462
Southwest	2654
Alaska	121
Southwest	2345
Southwest	1034
HAWAIIAN	6757
UNITED	1104
Southwest	2831
Southwest	3249
Southwest	3249
Southwest	1280



Busiest Carriers

1 Southwest 

2 Alaska
AIRLINES

3 UNITED
AIRLINES 

4 spirit

5 avelo 

6 American
Airlines 

7 DELTA 

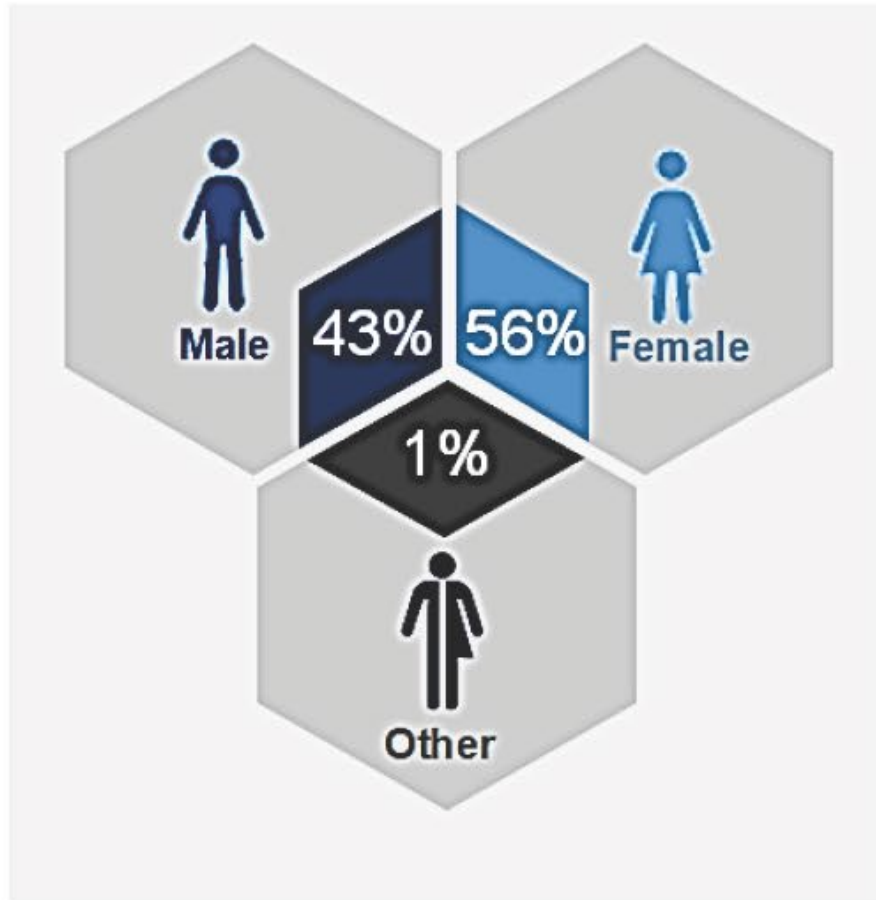
8 jetBlue

9 FRONTIER 

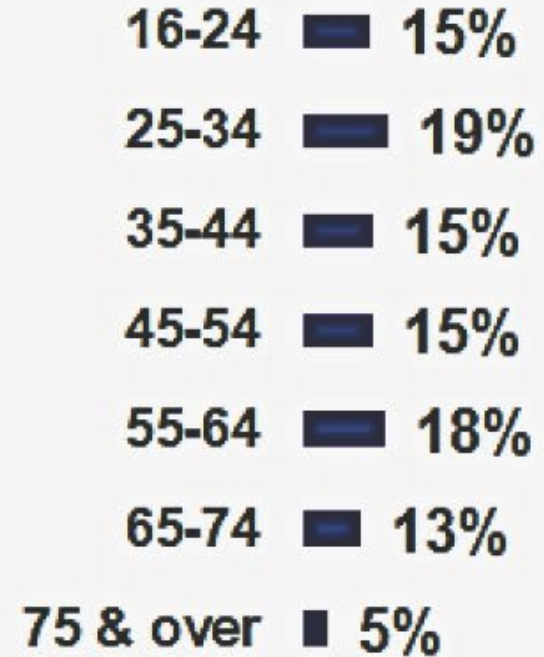


Who Are These Passengers?

Passenger Profiles



Age





Hollywood
Burbank
Airport


Main Reasons for Travel

Business 23%

Leisure 32%

Personal 45%

Return Trips (Past 12 Months)



1-2	32%
3-5	37%
6-10	18%
11-20	7%
21 or more	5%



Congratulations!

6,550,281

