

August 15, 2024

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 <u>Monday, August 19, 2024, at 9:00 a.m.</u>, in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

Dial in: (818) 862-3332

evi Williame

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of August 19, 2024

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.

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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.

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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, August 19, 2024

- 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) July 10, 2024 [See page 1] 2) Operations and Development Committee (i) June 17, 2024 [See page 3] 3) Finance and Administration Committee (i) June 17, 2024 [See page 6] 4) Legal, Government and Environmental Affairs Committee (i) June 17, 2024 [See page 9] b. Commission Minutes (For Approval) [See page 11] 1) July 15, 2024 c. Treasurer's Report 1) April 2024 [See page 18] 6. ITEMS FOR COMMISSION APPROVAL a. Committee Assignments b. Protest Rejection and Contract Award [See page 44] Waste Hauling and Recycling Services

	C.	Award of Contract – Janitorial Services	[See page 48]
	d.	Aid in Construction Payment Deposits Replacement Passenger Terminal Project	[See page 52]
	e.	Citizen's Advisory Committee Appointments	[See page 54]
	f.	Replacement Vehicle Acquisition Authorization	[See page 56]
7.	ITE	EMS FOR COMMISSION INFORMATION	

- a. Life-Saving Award Presentation
- b. World Day Against Trafficking in Persons Update
- 8. CLOSED SESSION
 - a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code Section 54957(b)) Title: Executive Director
- 9. PULLED FROM CONSENT CALENDAR
- 10. EXECUTIVE DIRECTOR COMMENTS
 - a. Introduction of New Staff (Chief of Staff)
 - b. LEEDS Application Status Replacement Passenger Terminal
 - c. Issuance of RFP for Concessions Replacement Passenger Terminal
 - d. Art in Public Places Installation Regional Intermodal Transportation Center
 - e. Air Taxi Service Update
 - f. JetBlue Service Suspension

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

- 12. PUBLIC COMMENT
- 13. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, August 19, 2024

[Regarding agenda items]

5. CONSENT CALENDAR

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

- a. COMMITTEE MINUTES. Approved minutes of the Executive Committee meeting of July 10, 2024; Operations and Development Committee meeting of June 17, 2024; Finance and Administration Committee meeting of June 17, 2024; and the Legal, Government and Environmental Affairs Committee meeting of June 17, 2024, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the minutes of the Commission regular meeting of July 15, 2024, is included in the agenda packet for Commission review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for April 2024 is included in the agenda packet. At its meeting on July 15, 2024, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file this report.
- 6. ITEMS FOR COMMISSION APPROVAL
 - a. COMMITTEE ASSIGNMENTS. No staff report is attached. This item is included in the agenda to provide the Commission President the opportunity to make any standing or ad hoc committee appointments that he or she may wish to make.
 - b. PROTEST REJECTION AND CONTRACT AWARD WASTE HAULING AND RECYCLING SERVICES. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff recommends the Commission reject a protest by Athens Services and award a Waste Hauling and Recycling Services Agreement ("Agreement") to American Reclamation, Inc. The proposed Agreement will be for a two-year base period commencing October 1, 2024, and ending October 12, 2026, at a fixed price of \$15,104 monthly, excluding on-call as needed service pickups of 10 and 40-yard mixed waste containers located at the maintenance facility
 - c. AWARD OF CONTRACT JANITORIAL SERVICES. A staff report is included in the agenda packet. At its meeting on July 15, 2024, the Operations and Development Committee ("Committee") voted (2–0) to recommend that the Commission award a Janitorial Services Agreement ("Agreement") to C&W Facility Services, Inc. ("C&W") for a 23-month period, ending on October 12, 2026, at a fixed annual price of \$2,257,773.24, excluding supplies.
 - d. AID IN CONSTRUCTION PAYMENT DEPOSITS REPLACEMENT

PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. At its meeting on August 7, 2024, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve two Aid-In-Construction deposit requests from the City of Burbank for: (1) \$860,000 for Phase 1 (3.5 MVA Temporary Power) engineering and balance of 12kV distribution materials and labor to bring temporary power to the Replacement Passenger Terminal ("RPT") Project site. This phase is expected to be complete by November 2024; and (2) \$100,000 for Phase 2 (17 MVA temporary power) engineering to bring temporary power to the RPT Project site. This phase is expected to be complete by May 2025.

- e. CITIZENS ADVISORY COMMITTEE APPOINTMENTS. A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks the Commission's appointment of Citizen's Advisory Committee nominees provided by the Cities of Burbank, Glendale, and Pasadena.
- f. REPLACEMENT VEHICLE ACQUISITION AUTHORIZATION. A staff report is included in the agenda packet. The adopted FY 2025 budget includes appropriations to address the acquisition of ten vehicles in the aggregate amount of \$975,000. These appropriations include \$200,000 for an ARFF utility truck, which originally was approved for purchase in FY 2024 and was reprogrammed into FY 2025 due to the long lead time. That vehicle is anticipated to be delivered this November.

Staff recently became aware of the availability of three hybrid engine Police Interceptor SUVs through a State-authorized government fleet vehicle retailer. The Authority's policy is that any acquisition in excess of \$75,000 requires Commission approval prior to execution of a contract. Due to this limitation Staff has issued a Purchase Order, in the amount of \$66,990.95, for just one of the available police vehicles.

Acquisition of replacement vehicles continues to be hampered by limited inventory of new fleet vehicles, supply chain issues, long lead times and the need to respond without delay when a purchase or pre-order opportunity arises. Subject to the recommendation of the Operations and Development Committee at its meeting immediately prior to the Commission meeting, Staff is requesting that the Commission authorize issuance of future Purchase Orders, up to the \$975,000 appropriations limit, for the remaining two Police and six other department vehicles programmed for FY 2025 budget. Subject to the recommendations of the Committee, this item has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

7. INFORMATION FOR COMMISSION INFORMATION

a. LIFE-SAVING AWARD PRESENTATION. No staff report is attached. On January 8, 2024, a routine first aid call to the Alaska Airlines ticket counter turned into a life-saving mission. Upon arrival, Airport Police Officers Ed Santos, Dennis Patton, and Brian Gordon found an unconscious female in cardiac arrest. With the swift actions taken by Alaska Airlines employees Missy Niece-Smith and Lawrence Fellman to initiate CPR, Officers Patton, and Santos were able to deploy an AED and continue life-saving efforts. Officer Gordon later joined in to continue CPR chest compressions. Upon arrival at the scene, Airport Firefighters Giacamo Nicolosi, Guillermo Perez, and Jimmy Luera seamlessly took over CPR until Burbank Fire Department Paramedics Wayne Chisolm and Eric Clements arrived shortly thereafter, ensuring continuous care with swift transport to St. Joseph's Hospital. The collaborative efforts by all of these dedicated professionals have resulted in the successful recovery of the patient.

b. WORLD DAY AGAINST TRAFFICKING IN PERSONS - UPDATE. No staff report is attached. Staff will update the Commission on the efforts undertaken to combat human trafficking at Hollywood Burbank Airport. Working with our partners at Bay Area Anti-Trafficking Coalition/Airport Initiative, a video training program was incorporated three years ago into the annual employee badge renewal process. Additionally, staff will be installing informational outreach stickers on all public restroom mirrors that are FAA approved and ADA compliant.

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

WEDNESDAY, JULY 10, 2024

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 9:00 a.m., by Commissioner Williams.

1. ROLL CALL		
Present:	Commissioners Williams, Najarian, and Talamantes	
Absent	None	
Also Present:	Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director Patrick Lammerding, Deputy Executive Director, Planning and Development	
	Perry Martin, PMP, Sr. Program Manager, Jacobs Project Management Co.	
	Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon	
2. Approval of Agenda		
Motion	Commissioner Najarian moved approval of the agenda, seconded by Commissioner Talamantes.	
Motion Approved	The motion was approved (3–0).	
3. Public Comment	There were no public comments.	
4. Approval of Minutes		
a. May 1, 2024	Commissioner Najarian moved approval of the Committee minutes for the meetings held	
b. June 5, 2024	on May 1, 2024, and June 5, 2024, with Commissioner Talamantes seconding the motion. There being no objections, the motion was approved (3–0).	

5. Items for Approval

A C a	Approval of Change Order Request Additional Public Artwork Opportunity Design Modifications and Infrastructure Implementation Replacement Passenger Terminal	During the selection process for the Replacement Passenger Terminal ("RPT") Art in Public Places sculptures, the Commission directed staff and the Program Manager to determine if an additional public artwork opportunity within the RPT could be made available to local area artists who may not possess past public artwork experience.
		Working with the design-build team, staff and the Program Manager identified three locations within the RPT, more specifically the connectors in the gate concourse, which can be structurally modified to provide an additional public artwork opportunity. This design modification and infrastructure implementation work will need to be added to the design-builder's scope. A proposed Change Directive to issue a Change Order for this task was attached.
		Staff, therefore, requested a recommendation from the Executive Committee to the Commission to approve a Change Order to Holder, Pankow, TEC – a Joint Venture in the amount of \$200,600 to perform the RPT design modification and infrastructure implementation necessary to create this additional public artwork opportunity and maintain the project schedule.
N	lotion	Commissioner Najarian motioned for approval, seconded by Commissioner Talamantes.
Ν	lotion Approved	The motion was approved (3–0).
6. Item	ns for Information	
a. C	Committee Pending Items	Staff informed the Committee of future pending items that will come to the Committee for review.
7. Adjo	ournment	There being no further business, the meeting adjourned at 9:13 a.m.

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

MONDAY, JUNE 17, 2024

A regular meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:37 a.m., by Commissioner Hampton.

1. ROLL CALL Present:	Commissioners Hampton and Talamantes
Absent:	None
Also Present:	Staff: John Hatanaka, Senior Deputy Executive Director; Stephanie Gunawan-Piraner, Director, Engineering and 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).
3. Public Comment	There were no public comments.
4. Approval of Minutes	
a. May 6, 2024	A draft copy of the May 6, 2024, Committee meeting minutes was included in the agenda packet for review and approval.
Motion	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.
Motion Approved	There being no objection, the motion was approved (2-0).

5. Items for Approval

a.	Approval of Change Order Request Professional Services Agreement Runway Shoulders and Blast Pad Rehabilitation Design (E22-11)	In February 2023, the Commission awarded a contract to RDM International Inc. ("RDM") for design and engineering services related to the pavement rehabilitation of runway and taxiway shoulders as well as blast pad area. After the design and specifications were completed, the project was placed out to bid which resulted in responses from five firms that were significantly above the Engineer's Estimate for this project. The proposed Change Order request is for RDM's performance of value engineering and approach modifications for the Authority to rebid the Project, with additional funding for program management and design contingency.
		 Staff sought a recommendation from the Committee to: Approve a Change Order to the Professional Services Agreement with RDM for design and engineering services in the amount of \$21,678 related to value engineering and project design and approach modifications; Approve a \$10,000 increase to project budget for project management services for a total not-to- exceed amount of \$30,000; and Approve a \$30,000 increase in design contingency for a total of not-to-exceed amount of \$40,000.
	Motion	Commissioner Talamantes moved approval; seconded by Commissioner Hampton.
	Motion Approved	There being no objection, the motion was approved (2-0).
b.	Professional Services Agreement Conway Consulting, LTD.	Staff sought an Operations and Development Committee recommendation to the Commission for approval of a Professional Services Agreement ("PSA") with Conway Consulting, Ltd. ("Conway Consulting") in a not-to-exceed amount of \$150,000 to provide for continued design and support services for the Replacement Passenger Terminal and related airport projects. This item was also placed on the Commission agenda for its meeting immediately following the Committee's meeting.

Motion	Commissioner Talamantes moved approval; seconded by Commissioner Hampton.	
Motion Approved	There being no objection, the motion was approved (2-0).	
6. Items for Information		
a. Committee Pending Items	Staff informed the Committee of future pending items that will come to the Committee for review.	
7. Adjournment	There being no further business to discuss, the meeting was adjourned at 8:59 a.m.	

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

MONDAY, JUNE 17, 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 10:32 a.m., by Commissioner Wilson.

1. ROLL CALL Present:	Commissioners Wilson, Quintero and Ovrom
Absent:	None
Also Present:	Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Derrick Cheng, Sr. Manager, Business and Properties
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. June 3, 2024	A draft copy of the minutes of the meeting of June 3, 2024, were included in the agenda packet for review and approval.
Motion	Commissioner Quintero moved approval of the minutes; seconded by Commissioner Ovrom.
Motion Approved	The minutes were unanimously approved (3–0).

6.	Treasurer's	Report
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a. March 2024	A copy of the February 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 this report; seconded by Commissioner Quintero.	
Motion Approved	The motion was approved (3–0).	
7. Items for Approval		
a. Proposed Fourth Amendment Aviation Hangar Lease Warner Media – Hangar 37	Staff presented for approval by the Commission a proposed Fourth Amendment to the Aviation Hangar Lease with Warner Media, LLC, the responsible entity managing the aviation operations and tenancy in the leasehold (Hangar 37). The Amendment will memorialize all changes to the Lease under one amendment.	
Motion	Commissioner Quintero moved approval; seconded by Commissioner Ovrom.	
Motion Approved	The motion was approved (3–0).	
8. Items for Discussion		
a. Replacement Passenger Terminal Financial Projections Update	Staff, along with Geoff Wheeler of Ricondo and Associates, updated the Committee on financial projections for the Replacement Passenger Terminal based on the final reports of the recent bond issue .	
Terminal Financial Projections	updated the Committee on financial projections for the Replacement Passenger Terminal based on the final reports	
Terminal Financial Projections Update	updated the Committee on financial projections for the Replacement Passenger Terminal based on the final reports	

10. Adjournment

There being no further business to discuss, the meeting was adjourned at 11:15 a.m.

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

JUNE 17, 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 8:40 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL		
Present:	Commissioners Gabel-Luddy, Najarian and Williams	
Absent:	None	
Also Present:	Staff: Frank Miller, Executive Director; Pamela Marcello, Senior Director, Government and Public Affairs	
	Terence R. Boga, Airport Authority Counsel; Richards, Watson, Gershon	
2. Approval of Agenda	Commissioner Najarian moved approval of the agenda; seconded by Commissioner Williams. The agenda was approved (3-0).	
3. Public Comment	There were no public comments.	
4. Approval of Minutes		
a. June 3, 2024	Commissioner Najarian moved approval of the June 3, 2024 Committee meeting minutes, seconded by Commissioner Williams.	
	There being no objection, the motion was approved (3-0).	
5. Items for Discussion		
a. Federal & State Legislative Affair Updates	Staff reported on the U.S. Federal and the CA State governing bodies that are midway through the 2024 Legislative Session. This report highlights current legislation that Impacts Hollywood Burbank Airport.	

- 6. Items for Information
 - a. Committee Pending Items
- 7. Adjournment

Staff updated the Committee on future pending Items.

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

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

MONDAY, JULY 15, 2024

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 9:13 a.m., by President Williams.

1. ROLL CALL	
Present:	Commissioners Williams, Najarian, Talamantes, Quintero, Hampton, Ovrom, Gabel-Luddy and Wilson
Absent:	Commissioner Asatryan
Also Present:	Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Executive Deputy Director, Planning and Development; Nerissa Sugars, Director, Marketing and Communications
	Also Present: Perry Martin, Senior Program Manager, Jacobs Program Management Co.; Terence Boga, Esq., Authority Counsel, Richards Gershon & Watson
2. PLEDGE OF ALLEGIANCE	Commissioner Wilson led the Pledge of Allegiance.
3. APPROVAL OF AGENDA	The agenda was approved as presented.
MOTION	Commissioner Gabel-Luddy moved approval of the agenda; seconded by Commissioner Ovrom.
MOTION APPROVED	The motion was approved (8–0, 1 absent).
	AYES: Williams, Najarian, Talamantes, Quintero, Hampton, Ovrom, Gabel-Luddy and Wilson
	NOES: None
	ABSENT: Commissioner Asatryan

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.)

Kathy, Studio City; Julie, Studio City; Laura Ioanu, Burbank

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) May 1, 2024	Approved minutes of the May 1, 2024, Executive Committee meeting were included in the agenda packet for information purposes.
(i) June 5, 2024	Approved minutes of the June 5, 2024, Executive Committee meeting were included in the agenda packet for information purposes.

2) Operations and Development Committee

(i) May 6, 2024	Approved minutes of the May 6, 2024,
-	Operations and Development Committee
	meeting were included in the agenda packet
	for information purposes.

3) Finance and Administration Committee

(i) June 3, 2024 Approved minutes of the June 3, 2024, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

4) Legal, Government and Environmental Affairs Committee

(i) June 3, 2024 Approved minutes of the June 3, 2024, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

b. commission minutes (i or Appion	
1) June 17, 2024	A copy of the draft minutes of the June 17, 2024, Commission meeting were included in the agenda packet for review and approval.
c. Treasurer's Report 1) March 2024	At its meeting on June 17, 2024, the Finance and Administration Committee reviewed the March 2024 Treasurer's Report and voted (2–0) to accept the report and recommend to the Commission for note and file.
d. Proposed Fourth Amendment Aviation Hangar Lease Warner Media, LLC	At its June 17, 2024, meeting, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve the Amendment to Aviation Hangar Lease with Warner Media.
	GTC Management Services, Inc., the aviation operating entity of Time Warner, entered into an Aviation Hangar Lease in June 2003, an Amendment of the Aviation Hangar Lease was awarded in June 2011, a Second Amendment of the Lease was awarded in February 2017; and a Third Amendment of the Lease was awarded May 2021.
	GTC assigned the Lease to AT&T Services, Inc., in February 2020.
	Warner Media, LLC, a wholly owned conglomerate of AT&T, is now the entity responsible for managing the aviation operations and tenancy in the remaining leasehold and wishes to memorialize all changes to the Lease under one amendment.
e. Approval of Change Order Request – Professional Services Agreement – Runway Shoulders and Blast Pad Rehabilitation Design (E22-11)	 At its June 17, 2024, meeting, the Operations and Development Committee voted (2–0) to recommend that the Commission: Approve a Change Order to the Professional Services Agreement with RDM for design and engineering services for \$21,678 related to value engineering and project design and approach modifications; Approve a \$10,000 increase to the project

 Approve a \$10,000 increase to the project budget for project management services for a total not-to-exceed amount of \$30,000;

		ove a \$30,000 increase in design ingency for a not-to-exceed amount of 000.
ΜΟΤΙΟΝ	of the C	ssioner Gabel-Luddy moved approval consent Calendar; seconded by ssioner Najarian.
MOTION APPROVED	The mo	tion was approved (8–0, 1 absent)
	AYES:	Williams, Najarian, Talamantes, Quintero, Hampton, Ovrom, Gabel-Luddy and Wilson
	NOES:	None
	ABSEN	T: Commissioner Asatryan
ITEMS FOR COMMISSION APPROVAL		
a. Election of Officers	Commis Vice Pre meeting required also has Treasur meeting Commis	At powers agreement requires the ssion to elect or re-elect a President, a esident, and a Secretary at the first of July every year. Although not to do so, the Commission traditionally schosen an Assistant Secretary, er, and Auditor at the first July Staff recommended that the ssion elect or re-elect all of its officers, g an Assistant Secretary, Treasurer, ditor.
a. Election of Officers	Commiss Vice Pre- meeting required also has Treasur meeting Commiss including and Aud Commiss Commiss Commiss	ssion to elect or re-elect a President, a esident, and a Secretary at the first of July every year. Although not to do so, the Commission traditionally s chosen an Assistant Secretary, er, and Auditor at the first July Staff recommended that the ssion elect or re-elect all of its officers, g an Assistant Secretary, Treasurer,

MOTION APPROVED

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

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

NOES: None

ABSENT: Commissioner Asatryan

6.

	Newly elected President Najarian thanked Commissioner Williams for her service and presented her with a plaque in commemoration.
	Each Commissioner voiced their appreciation for Commissioner Williams' service.
	Commissioner Najarian took over the duties as President from this point in the meeting.
	Staff requested the President to appoint an Assistant Secretary, Auditor, and Treasurer.
	Commissioner Ovrom nominated Executive Director Frank Miller as Assistant Secretary, Commissioner Ovrom nominated Commissioner Hampton to continue as Treasurer, and Commissioner Williams nominated Commissioner Wilson to continue as Auditor.
MOTION	Commissioner Ovrom moved the nominations; seconded by Commissioner Williams.
MOTION APPROVED	The motion was approved (8–0, 1 absent).
	AYES: Williams, Najarian, Talamantes, Quintero, Hampton, Ovrom, Gabel-Luddy and Wilson
	NOES: None
	ABSENT: Commissioner Asatryan
b. Additional Public Art Opportunity Approval of Infrastructure Development (Replacement Passenger Terminal	At its July 10, 2024, special meeting, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve a Change Order to Holder, Pankow, TEC – A Joint Venture in the amount of \$200,600 to perform the Replacement Passenger Terminal (RPT) design modification and infrastructure implementation necessary to create an additional public artwork opportunity.
	This design modification will enable additional public artwork to be displayed in the connectors of the gate concourse of the RPT.
MOTION	Commissioner Ovrom moved approval; seconded by Commissioner Hampton.

MOTION APPROVED	The mot	ion was approved (8-0, 1 absent).			
	AYES:	Williams, Najarian, Talamantes, Quintero, Hampton, Gabel-Luddy, Wilson			
	ABSENT	Commissioner Asatryan			
c. Award for Professional Services Agreement – Airport Marketing Consultant Services	Commis and Env unanimo Commis Agreeme marketin support, exceed a purchase	eeting immediately preceding the sion meeting, the Legal, Government ironmental Affairs Committee voted busly (3–0) to recommend that the sion award a Professional Services ent to Anyone Collective for airport og consulting services, website and media purchases for a not-to- amount of \$895,000 inclusive of media es and a task-order based program for nd destination marketing.			
MOTION		sioner Hampton moved approval; d by Commissioner Williams.			
MOTION APPROVED	The mot 1 abstair	ion was approved (7-0, 1 absent, ned).			
	AYES:	Williams, Najarian, Talamantes, Quintero, Hampton, Gabel-Luddy, Wilson			
	NOES:	None			
	ABSTAIN	NED: Commissioner Ovrom			
	ABSENT	F: Commissioner Asatryan			

7. ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

MINUTES\COMMISSION\8-15-2024

8. EXECUTIVE DIRECTOR COMMENTS

There were no comments made by the Executive Director.

9.	COMMISSIONER COMMENTS (Commissioners may make a brief announcement, report on their activities, and request	Commissioner Ovrom requested an update on the LEED status of the Replacement Passenger Terminal Project.
	an agenda item for a future meeting.)	Commissioner Wilson commented on the lack of interest in solar power from the City of Burbank and potential interest from cities of Pasadena and Glendale.
10.	PUBLIC COMMENT	

Justin, Studio City

11. ADJOURNMENT

The meeting was adjourned by President Najarian at 10:31 a.m.

Ara Najarian, President

Date

Tyron Hampton, Secretary

Date



August 19, 2024

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

Dear Commissioners:

The attached report, covering the month of April 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

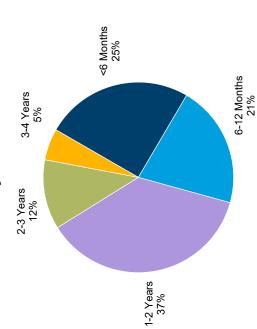
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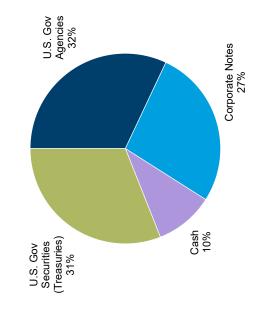
Operating Portfolio investment guidelines conformance As of April 30, 2024

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	2.62 Years	20%	32%
Corporate Notes	5 Years	3.46 Years	30%	27%
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%	10%
U.S. Gov Securities (Treasuries)	5 Years	3.17 Years	No limit	31%









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

Source: Aladdin

19

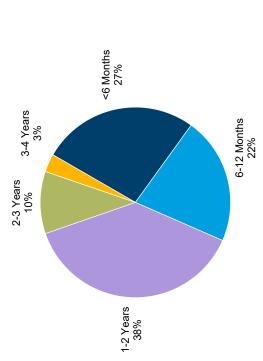


PFC Portfolio investment guidelines conformance As of April 30, 2024

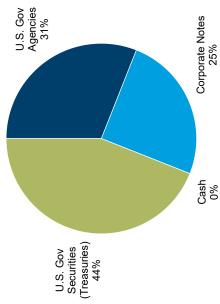
	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	2.62 Years	20%	31%
Corporate Notes	5 Years	3.46 Years	30%	25%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates 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%	%0
U.S. Gov Securities (Treasuries)	5 Years	3.17 Years	No limit	44%







Sector allocation



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

Source: Aladdin

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		B	urbank-Gl	endale-Pa	isadena A Statement As o	asadena Airport Authority Statement of Investments As of 04/30/24	Burbank-Glendale-Pasadena Airport Authority - Operating Account Statement of Investments As of 04/30/24	ig Account					
Purchase	E Type of			Maturity	Eff Mat.	Par	Purchase	Market	Market	Unrealized		Days to	% Mkt
Date	2	CUSIP	Coupon	Date	Date	Value	Cost	Price	Value	Gain/Loss	ΥTM	Eff. Mat.	Value
04/30/24	Dreyfus Treasury	BAX9MM47	0.000	04/30/24	04/30/24 \$	\$ 23,322,445	\$ 23,322,445	100.00 \$	\$ 23,322,445	۰ ډ	5.41%	0	9.59%
04/10/24	Treasury Bill	912797JW8	0.000	05/14/24	05/14/24	4,800,000	4,778,140	99.81	4,790,868	12,728	4.98%	14	1.97%
03/16/21	Bank Of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	2,000,000	2,144,538	99.92	1,998,469	(146,069)	5.16%	15	0.82%
03/03/22	Truist Financial Corp	89788MAF9	5.320	06/09/25	06/29/24	2,100,000	2,089,173	99.74	2,094,608	5,435	6.08%	60	0.86%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	1,750,000	1,831,278	99.65	1,743,824	(87,454)	5.54%	62	0.72%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/24	2,300,000	2,271,572	98.70	2,270,198	(1,374)	6.46%	83	0.93%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,900,000	2,025,714	99.35	1,887,634	(138,080)	5.62%	87	0.78%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/24	2,625,000	2,344,402	92.18	2,419,825	75,423	5.86%	96	1.00%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,600,000	1,646,699	99.05	1,584,721	(61,978)	5.60%	107	0.65%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	98.85	12,850,703	(716,524)	5.36%	123	5.29%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	1,571,000	1,637,949	98.82	1,552,455	(85,494)	5.76%	124	0.64%
06/20/23	FFCB	3133EPDE2	5.380	09/09/24	09/09/24	6,500,000	6,511,850	99.94	6,496,045	(15,805)	5.51%	132	2.67%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/24	2,300,000	2,354,302	100.54	2,312,471	(41,831)	6.30%	171	0.95%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	2,000,000	2,150,631	98.90	1,977,987	(172,644)	5.56%	183	0.81%
01/27/22	FHLB	3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	98.42	2,165,255	(115,791)	5.37%	227	0.89%
01/27/22	Treasury Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	97.37	1,947,344	(29,922)	5.33%	229	0.80%
06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,450,000	1,518,887	97.63	1,415,670	(103,217)	5.96%		0.58%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	1,540,000	1,536,535	97.21	1,497,029	(39,506)	5.33%		0.62%
12/10/21	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	97.53	1,463,023	(64,577)	5.33%		0.60%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	98.16	1,668,668	(23,252)	5.45%	258	0.69%
03/29/21	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	97.43	1,948,574	(121,321)	5.72%	266	0.80%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	1,825,000	1,770,464	97.94	1,787,363	16,899	5.49%	286	0.74%
10/01/20	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	97.10	6,796,874	(285,942)	5.33%		2.80%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	97.15	1,700,110	(53,723)	5.35%		0.70%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,825,000	1,939,204	97.78	1,784,404	(154,800)	5.42%		0.73%
08/05/20	FHLB	3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	97.56	243,907	(29,153)	5.27%		0.10%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,875,000	2,048,908	97.94	1,836,362	(212,546)	5.59%		0.76%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	98.14	981,441	(124,739)	5.53%		0.40%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	95.79	2,203,148	(84,094)	5.26%		0.91%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	97.65	976,517	(110,413)	5.50%	336	0.40%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	98.00	244,994	(29,901)	5.51%		0.10%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	95.63	6,694,309	(338,125)	5.24%	349	2.75%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	97.51	1,755,214	(15,098)	5.40%		0.72%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	95.65	9,086,449	(230,930)	5.25%		3.74%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	98.03	1,764,528	(36,807)	5.38%		0.73%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	98.11	1,373,609	(140,648)	5.38%		0.57%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	97.94	1,664,946	(86,941)	5.48%	385	0.68%

		Ω	Burbank-Glendale-P		sadena A Statement As o	asadena Airport Authority Statement of Investments As of 04/30/24	asadena Airport Authority - Operating Account Statement of Investments As of 04/30/24	ig Account					
Purchase				>	Eff Mat.	Par	Purchase	Market	Market	Unrealized		Days to	% Mkt
Date	Investment		Coupon	Date	Date	value	COST	Price	value	Gain/Loss	Y I M	ЕП. Mat.	Value
12/15/21	Pfizer Inc	/1/081EX/	0.800	92/82/90	92/87/90	2,000,000	1,956,882	95.20	1,905,496	(51,386)	5.37%		0.78%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	98.02	1,372,278	(16,060)	5.33%		0.56%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	10,000,000	9,874,566	94.43	9,442,969	(431,597)	5.23%	426	3.88%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	5,000,000	4,843,262	97.45	4,872,266	29,004	5.20%	441	2.00%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	625,000	690,233	97.76	611,001	(79,232)	5.58%		0.25%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	97.65	1,952,900	(272,236)	5.45%	475	0.80%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	93.92	3,287,375	(205,975)	5.20%	482	1.35%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	97.62	1,342,328	(18,374)	5.51%	489	0.55%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,900,000	1,899,060	98.32	1,868,043	(31,017)	5.35%	496	0.77%
09/29/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	7,000,000	6,978,380	98.63	6,903,956	(74,424)	5.26%	518	2.84%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	93.26	11,191,301	(657,679)	5.17%	556	4.60%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	97.18	1,733,736	(106,541)	5.29%		0.71%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	92.42	1,617,322	34,712	5.31%	638	0.67%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	92.06	9,205,859	132,695	5.09%	699	3.79%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	92.36	3,602,046	61,003	5.36%	674	1.48%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	93.17	1,840,021	(150,935)	5.41%	679	0.76%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	98.14	7,115,358	(73,960)	5.18%	682	2.93%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	96.95	1,454,216	(16,096)	5.44%	701	0.60%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	94.53	1,536,084	(136,217)	5.52%	731	0.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	93.00	930,034	(121,727)	5.05%		0.38%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	93.18	1,141,503	1,178	5.34%	868	0.47%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	93.72	1,030,872	18,432	5.16%		0.42%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	93.05	9,304,688	(49,257)	4.94%		3.83%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	94.41	944,147	(673)	5.29%	945	0.39%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,845	93.00	3,533,986	(376,859)	5.01%	955	1.45%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,265	88.59	8,859,374	17,109	4.86%		3.64%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,000,000	1,844,151	91.37	1,827,372	(16,779)	5.10%	1106	0.75%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,015	87.37	8,736,718	(24,297)	4.85%	-	3.59%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,000,000	1,863,019	92.79	1,855,750	(7,269)	5.26%	1263	0.76%
		Subtotal			UF	\$ 241,142,445	\$ 237,733,661		\$ 231,320,990	\$ (6,412,671)	5.30%	438	95.15%
	Local Agency Investment Fund (LAIF)				I	11,849,541	11,849,541	99.42	11,780,710	(68,831)	4.27%	227	4.85%
		Subtotal			UF	\$ 252,991,986	\$ 249,583,202	UF	\$ 243,101,700	\$ (6,481,502)	5.25%	427	100.00%
	Operating Bank Balance					I	6,513,133						
		TOTAL					\$ 256,096,335						

										se Gain / (Loss)	\$	
										Purchase Cost		
		Prepaid Interest	•	,		Gain / (Loss)	; (147,944.50) (172,081.00) - -	(320,025.50)		Sale Amount		•
Account		Purchase Cost	99.58914 1,732,604.50 99.58914 1,732,604.50 - - - - - - - - - - - - - - - - - - -	\$ 4,778,139.50 \$		Purchase Cost	\$ 1,897,944.50 \$ 1,972,081.00 - -	\$ 3,870,025.50 \$		Sale Price	\$	
bui baint-definder-researed All polit Authomy - Operating Account Statement of Purchases - Maturities - Sales As of 04/30/24		Purchase Price	99.58914 99.58914			Purchase Price	109.56006 109.56006		ELIVERS	Par Value		
endater association of Purchases - Maturities - Sales Statement of Purchases - Maturities - Sales As of 04/30/24	PURCHASES	Par Value	\$ 3,000,000.00	\$ 4,800,000.00	MATURITIES	Par Value	\$ 1,750,000.00 1,800,000.00	\$ 3,550,000.00	SALES / REDEMPTIONS / DELIVERS	Sale Date		
reservene Tent of Pur- As	Ъ	Maturity Date	05/14/24 \$		ž	_	04/15/24 04/15/24		LES/REDE	Maturity Date		
Staten		Coupon	0.000			Coupon	3.600 3.700		SAI	Coupon	-	
		CUSIP	912797JW8 912797JW8			CUSIP	59156RBH0 20030NCR0			CUSIP		
		Type of Investment	iry Bill	ASES		Type of Investment	0	TIES		Type of Investment		
		Purchase Date	04/10/24 Treasury Bill 04/15/24 Treasury Bill	TOTAL PURCHASES		Ð	04/10/21 Metilife Inc 06/22/20 Comcast C	TOTAL MATURITIES		Purchase Date		

		Burbank	(-Glendale	-Pasadena A Earni 04/01/	Burbank-Glendale-Pasadena Airport Authority - Operating Account Earnings Report 04/01/24-04/30/24	ty - Operating	Account			
					Realized	Interest				Adjusted
Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Interest For Period	Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Total Int. Earned
FIXED INCOME										
Metlife Inc	NOTE	3.600	04/10/24	29,925.00	31,500.00			1,575.00	·	1,575.00
Comcast Corporation	NOTE	3.700	04/15/24	30,710.00	33,300.00	ı	ı	2,590.00	ı	2,590.00
Treasury Bill	NOTE	0.000	05/14/24						12,728.54	12,728.54
Bank Of New York Mellon Corp	NOTE	3.400	05/15/24	25,688.89	ı	ı	31,355.56	5,666.67	(4,010.27)	1,656.40
Target Corporation	NOTE	3.500	07/01/24	15,312.50			20,416.67	5,104.17	(2,754.44)	2,349.73
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	9,948.61	ı	ı	14,540.28	4,591.67	(2,860.90)	1,730.77
Honeywell International Inc	NOTE	2.300	08/15/24	4,702.22	ı	I	7,768.89	3,066.67	(920.81)	2,145.86
Treasury Note	NOTE	1.875	08/31/24	21,195.65	ı	I	41,066.58	19,870.93	(14,707.69)	5,163.24
United Parcel Service	NOTE	2.200	09/01/24	2,880.17	ı		5,760.33	2,880.16	(1,779.13)	1,101.03
FFCB	NOTE	5.380	09/09/24	21,350.69	ı		50,465.28	29,114.59	(811.65)	28,302.94
PNC Funding Corp	NOTE	3.300	10/30/24	27,683.33	33,000.00	I	183.33	5,500.00	(3,534.55)	1,965.45
FHLB	NOTE	2.750	12/13/24	18,150.00	ı	I	23,191.67	5,041.67	(2,349.15)	2,692.52
Treasury Note	NOTE	1.000	12/15/24	5,901.64	ı		7,540.98	1,639.34	648.32	2,287.66
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	8,752.36	ı	I	11,229.44	2,477.08	(1,336.93)	1,140.15
FFCB	NOTE	1.130	01/06/25	4,090.63	ı	·	5,534.38	1,443.75	96.70	1,540.45
Federal National Mortgage Assoc	NOTE	1.630	01/07/25	5,687.50	ı	·	7,718.75	2,031.25	(750.00)	1,281.25
Apple Inc	NOTE	2.750	01/13/25	10,129.17	ı	·	14,025.00	3,895.83	252.50	4,148.33
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	7,972.22	·	·	11,388.89	3,416.67	(1,582.58)	1,834.09
Merck & Co Inc	NOTE	2.750	02/10/25	7,109.90	ı	·	11,292.19	4,182.29	1,900.21	6,082.50
FHLMC Reference Note	NOTE	1.500	02/12/25	14,291.67	ı	·	23,041.67	8,750.00	(2,042.08)	6,707.92
FFCB	NOTE	1.750	02/25/25	3,062.50	·	·	5,614.58	2,552.08	(107.65)	2,444.43
Exxon Mobil Corp	NOTE	2.709	03/06/25	3,433.28			7,553.22	4,119.94	(2,315.40)	1,804.54
FHLB	NOTE	2.380	03/14/25	280.38			775.17	494.79	(417.25)	77.54
Ace InA Holdings Inc	NOTE	3.150	03/15/25	2,625.00			7,546.88	4,921.88	(3,304.31)	1,617.57
Intel Corp	NOTE	3.400	03/25/25	566.67			3,400.00	2,833.33	(1,810.58)	1,022.75
Treasury Note	NOTE	0:050	03/31/25	31.42			974.04	942.62	299.71	1,242.33
Florida Power & Light Company	NOTE	2.850	04/01/25		·		2,375.00	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	3.250	04/01/25		ı		677.08	677.08	(502.51)	174.57
Federal Home Loan Banks	NOTE	0.500	04/14/25	16,236.11	17,500.00	I	1,652.78	2,916.67	(603.36)	2,313.31
Home Depot Inc	NOTE	2.700	04/15/25	22,410.00	24,300.00	I	2,160.00	4,050.00	874.48	4,924.48
FNMA	NOTE	0.630	04/22/25	26,223.96	29,687.50	I	1,484.38	4,947.92	5,075.00	10,022.92
Caterpillar Financial Services	NOTE	3.400	05/13/25	23,460.00	ı	I	28,560.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	3.500	05/15/25	18,511.11	ı	I	22,594.44	4,083.33	(2,327.83)	1,755.50
Qualcomm Incorporated	NOTE	3.450	05/20/25	21,342.08	ı		26,229.58	4,887.50	(1,297.51)	3,589.99

		Burban	k-Glendale	-Pasadena A Earnii 04/01/	ena Airport Authori Earnings Report 04/01/24-04/30/24	Burbank-Glendale-Pasadena Airport Authority - Operating Account Earnings Report 04/01/24-04/30/24	J Account			
					Realized	Interest				Adiusted
Type of	I		Maturity	Previous	Interest	Paid At	Current	Interest	Amrt/Accrt	Total Int.
Investment	Type	Coupon	Date		For Period	Purc/Recv	Accrual	Earned	For Period	Earned
Pfizer Inc	NOTE	0.800	05/28/25	5,466.67			6,800.00	1,333.33	1,121.44	2,454.77
Truist Financial Corp	NOTE	5.320	06/09/25	8,800.21			18,704.26	9,904.05	447.05	10,351.10
Cisco Systems Inc	NOTE	3.500	06/15/25	14,427.78	ı	ı	18,511.11	4,083.33	338.12	4,421.45
Treasury Note	NOTE	0.250	06/30/25	6,318.68	ı		8,379.12	2,060.44	4,112.09	6,172.53
Treasury Note	NOTE	3.000	07/15/25	31,730.77	·		44,093.41	12,362.64	5,072.82	17,435.46
Intel Corp	NOTE	3.700	07/29/25	3,982.64	·		5,909.72	1,927.08	(1,231.79)	695.29
State Street Corporation	NOTE	3.550	08/18/25	8,480.56	ı		14,397.22	5,916.66	(3,993.26)	1,923.40
FNMA Benchmark Note	NOTE	0.375	08/25/25	1,312.50	ı	ı	2,406.25	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	4,182.29	ı	ı	8,364.58	4,182.29	379.08	4,561.37
John Deere Capital Corp	NOTE	4.050	09/08/25	4,916.25	ı	ı	11,328.75	6,412.50	46.39	6,458.89
FFCB	NOTE	4.250	09/30/25	826.39	ı	ı	25,618.06	24,791.67	606.26	25,397.93
FNMA Benchmark Note	NOTE	0.500	11/07/25	24,000.00	ı		29,000.00	5,000.00	3,189.17	8,189.17
Lockheed Martin Corporation	NOTE	3.550	01/15/26	13,370.09	ı		18,647.76	5,277.67	(979.50)	4,298.17
FHLB	NOTE	0.700	01/28/26	2,143.75	ı		3,164.58	1,020.83	4,615.53	5,636.36
Treasury Note	NOTE	0.500	02/28/26	4,347.83			8,423.91	4,076.08	26,869.80	30,945.88
FHLB	NOTE	0.960	03/05/26	2,704.00			5,824.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	1.500	03/10/26	1,728.13	·		4,196.88	2,468.75	(185.28)	2,283.47
FHLB	NOTE	4.130	03/13/26	14,953.13	ı	·	39,875.00	24,921.87	1,651.97	26,573.84
Loews Corporation	NOTE	3.750	04/01/26	I	ı		4,687.50	4,687.50	873.02	5,560.52
Sierra Pacific Power	NOTE	2.600	05/01/26	17,604.17	21,125.00	·	ı	3,520.83	(841.90)	2,678.93
Bank of America Corp	NOTE	4.830	07/22/26	21,279.03	ı	ı	30,530.78	9,251.75	728.81	9,980.56
FHLB	NOTE	1.880	09/11/26	1,041.67			2,604.17	1,562.50	(864.12)	698.38
Public Service Electric And Gas	NOTE	2.250	09/15/26	1,225.00			3,521.88	2,296.88	2,122.83	4,419.71
Pepsico Inc	NOTE	2.380	10/06/26	12,699.65	13,062.50		1,814.24	2,177.09	2,031.55	4,208.64
Morgan Stanley	NOTE	6.140	10/16/26	64,704.75	70,587.00	ı	5,882.25	11,764.50	(1,273.91)	10,490.59
Treasury Note	NOTE	2.000	11/15/26	75,824.18			92,307.69	16,483.51	14,683.84	31,167.35
Duke Energy Carolinas	NOTE	2.950	12/01/26	9,833.33	ı	ı	12,291.67	2,458.34	1,344.76	3,803.10
FHLB	NOTE	2.130	12/11/26	24,673.61	ı	ı	31,402.78	6,729.17	(1,881.94)	4,847.23
JP Morgan Chase & CO	NOTE	1.040	02/04/27	4,322.50	ı	ı	6,597.50	2,275.00	6,078.65	8,353.65
Treasury Note	NOTE	0.630	03/31/27	170.77			5,293.72	5,122.95	23,655.22	28,778.17
Chevron Corp	NOTE	2.300	05/11/27	15,516.67			18,841.67	3,325.00	3,299.45	6,624.45
Treasury Note	NOTE	0.500	06/30/27	12,637.36			16,758.24	4,120.88	24,244.03	28,364.91
Unitedhealth Group Inc	NOTE	2.950	10/15/27	27,205.56	29,500.00		2,622.22	4,916.66	2,527.50	7,444.16
	Subtotal		\$	852,094.58	\$ 303,562.00	' \$	\$ 906,917.96	\$ 358,385.38	\$ 96,727.45	\$ 455,112.83

		Burban	k-Glendale	Pasadena / Earn 04/01	Burbank-Glendale-Pasadena Airport Authority - Operating Account Earnings Report 04/01/24-04/30/24	ity - Operatir	ig Account			
					Realized	Interest				Adjusted
Type of			Maturity	Previous	Interest	Paid At	Current	Interest	Amrt/Accrt	Total Int.
Investment	Type	Coupon	Date	Accrual	For Period	Purc/Recv	Accrual	Earned	For Period	Earned
CASH EQUIVALENTS										
Dreyfus Treasury				·	91,745.58	ı		91,745.58		91,745.58
	Subtotal		••	•	\$ 91,745.58	' \$	ج	\$ 91,745.58	ج	\$ 91,745.58
LAIF										
Local Agency Investment Fund				35,526.03	35,526.03		27,172.68	27,172.68		27,172.68
	TOTAL			\$ 887,620.61	887,620.61 \$ 430,833.61 \$	،	\$ 934,090.64	\$ 934,090.64 \$ 477,303.64 \$ 96,727.45 \$ 574,031.09	\$ 96,727.45	\$ 574,031.09

			Burbank-Glenda	Glendale	-Pasadena	Airport Aut	e-Pasadena Airport Authority - PFC Account	Account					
				.,	Statement c As of	Statement of Investments As of 04/30/24	ıts						
Purchase	Type of			Maturity	Eff Mat.	Par	Purchase	Market	Market	Unrealized		Days to	% Mkt
Date	Investment	CUSIP	Coupon	Date		Value	ပိ		٧a	Gain/Loss	ΥTΜ	Eff. Mat.	Value
04/30/24	Dreyfus Trsy Sec CM Investor	09248U718	0.000	04/30/24	04/30/24 \$	49,000	\$ 49,000	100.00 \$		ه	5.41%		0.09%
04/03/24	Treasury Bill	912797HH3	0.000	05/02/24	05/02/24	7,300,000	7,270,163	<u>99.99</u>	7,298,929	28,766	2.69%	7	13.00%
04/10/24	Treasury Bill	912797JW8	0.000	05/14/24	05/14/24	3,650,000	3,635,087	99.81	3,643,056	7,969	4.98%	14	6.49%
03/16/21	Bank Of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	475,000	510,244	99.92	474,636	(35,608)	5.16%	15	0.85%
03/03/22	Truist Financial Corp	89788MAF9	2.280	06/09/25	06/29/24	500,000	497,792	99.74	498,716	924	6.08%	60	0.89%
01/18/22	Target Corporation	87612EBD7	3.500	07/01/24	07/01/24	425,000	446,008	99.65	423,500	(22,508)	5.54%	62	0.75%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	07/22/24	495,000	490,179	98.70	488,586	(1,593)	6.46%	83	0.87%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	450,000	480,768	99.35	447,071	(33,697)	5.62%	87	0.80%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	08/04/24	600,000	533,574	92.18	553,103	19,529	5.86%	96	0.98%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	390,000	399,138	99.05	386,276	(12,862)	5.60%	107	0.69%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	98.85	1,581,625	(88,188)	5.36%	123	2.82%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	374,000	391,124	98.82	369,585	(21,539)	5.76%	124	0.66%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	10/18/24	525,000	538,418	100.54	527,847	(10,571)	6.30%	171	0.94%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	98.90	321,423	(24,026)	5.56%	183	0.57%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	350,000	368,382	97.63	341,713	(26,669)	5.96%	229	0.61%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	97.21	447,165	(11,800)	5.33%	251	0.80%
12/10/21	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	97.53	1,706,860	(75,340)	5.33%	252	3.04%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	98.16	417,167	(5,813)	5.45%	258	0.74%
02/17/22	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	97.43	462,786	(12,965)	5.72%	266	0.82%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	434,000	421,031	97.94	425,050	4,019	5.49%	286	0.76%
01/06/22	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	1,750,000	1,765,705	97.10	1,699,218	(66,487)	5.33%	288	3.03%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	97.15	1,214,365	(38,373)	5.35%	301	2.16%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	450,000	474,519	97.78	439,990	(34,529)	5.42%		0.78%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	97.94	426,036	(48,755)	5.59%		0.76%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	95.79	1,532,625	(58,500)	5.26%		2.73%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	98.00	48,999	(5,980)	5.51%		0.09%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	95.63	1,386,678	(67,306)	5.24%		2.47%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	97.51	414,426	(4,288)	5.40%	350	0.74%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	95.65	1,171,674	(18,358)	5.25%	357	2.09%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	98.03	416,625	(10,007)	5.38%	378	0.74%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	98.11	343,402	(36,671)	5.38%	380	0.61%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	97.94	391,752	(20,842)	5.48%	385	0.70%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	95.27	452,555	(14,149)	5.37%	393	0.81%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	98.02	392,079	(5,525)	5.33%	411	0.70%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	97.43	1,558,875	(12,938)	5.25%	411	2.78%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	94.43	1,652,520	(57,914)	5.23%	426	2.94%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	97.45	1,169,344	7,219	5.20%	441	2.08%

				.,	Statement As of	Statement of Investments As of 04/30/24	Its						
Purchase	e Type of			Maturity	Eff Mat.	Par	Purchase	Market	Market	Unrealized		Days to	% Mkt
Date	Investment	CUSIP	Coupon	Date	Date	Value	Cost	Price	Value	Gain/Loss	ΥTM	Eff. Mat.	Value
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	447,035	97.76	391,040	(55,995)	5.58%	455	0.70%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	97.65	463,814	(67,503)	5.45%	475	0.83%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	97.62	317,277	(4,818)	5.51%	489	0.56%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	98.32	417,852	(7,667)	5.35%	496	0.74%
10/11/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	1,000,000	995,940	98.63	986,279	(9,661)	5.26%	518	1.76%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	93.26	2,942,380	(197,737)	5.17%	556	5.24%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	97.18	403,307	(29,507)	5.29%	625	0.72%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	92.42	970,393	20,827	5.31%	638	1.73%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,400,000	1,269,855	92.06	1,288,820	18,965	5.09%	699	2.29%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	98.89	1,977,878	(25,910)	5.13%	671	3.52%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	92.36	831,241	14,077	5.36%	674	1.48%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	93.17	419,245	(36,093)	5.41%	679	0.75%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	98.14	1,226,786	(12,752)	5.18%	682	2.18%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	300,000	294,711	96.95	290,843	(3,868)	5.44%	701	0.52%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,284	94.53	354,481	(34,803)	5.52%	731	0.63%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	93.00	279,010	(36,518)	5.05%	864	0.50%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	93.18	279,552	288	5.34%	868	0.50%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,180	93.72	421,720	7,540	5.16%	889	0.75%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,468	93.05	1,953,984	(32,484)	4.94%	929	3.48%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,418	93.00	650,997	(69,421)	5.01%	955	1.16%
01/31/23	Treasury Note	912828ZE3	0.630	03/01/27	03/01/27	2,250,000	1,984,481	88.59	1,993,359	8,878	4.86%	1035	3.55%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,085	91.37	434,001	(8,084)	5.10%	1106	0.77%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	1,000,000	875,741	87.37	873,673	(2,068)	4.85%	1156	1.56%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	450,000	416,654	92.79	417,545	891	5.26%	1263	0.74%
		Subtotal			\$	58,232,000	\$ 57,539,532	\$	56,160,734	\$ (1,378,798)	4.94%	401	100.00%
	PFC Bank Balance						7,013,206						
		TOTAL				1	\$ 64.552.738						
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Burbank-Glendale-Pasadena Airport Authority - PFC Account

Introduction Introduction<			Burba	nk-Glendal Stateme	e-Pasaden nt of Purcl As c	Burbank-Glendale-Pasadena Airport Authority - PFC Account Statement of Purchases - Maturities - Sales As of 04/30/24	iority - PFC Ac ties - Sales	count			
Type of nestment Maturity Cusin Par Price Purchase Cost Prepaid Interest 917287/M8 0.000 65/1424 2,730,0000 95,773 2,730,105.32 5 - 917287/M8 0.000 65/1424 2,750,00000 95,673 443,151,13 - - 917287/M8 0.000 65/1424 2,750,00000 95,673 2,733,105.83 - - 917287/M8 0.000 65/1424 2,750,00000 95,6735 2,733,105.83 - - 912787/M8 0.000 65/1424 2,750,00000 95,6763 5,733,105.83 - - 912787/M8 0.000 65/1424 2,750,00000 95,6763 5,733,105.83 - - 912787/M8 0.000 65/1424 2,750,00000 95,6763 5,033,75 - - 1 Autrity Par Purchase Cost (Loss) - - 1 91279,000 96,5163 2,763,764 4,55,0033,75 5,33,724,40					IN	RCHASES					
Momentaries Council of a value Council value Counc	Purchase	Type of			Maturity Date	Par	Purchase	Purchase	Prepaid		
97279.70% 0.000 6614/424 2.750,00000 99.58743 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5874 477,5002 99.5784 477,5002 99.5784 477,5002 99.5784 477,5002 99.5784 477,5002 99.5784		urv Bill	912797HH3				99 59128				
912797/W6 0.000 65/14/24 2,750,000.00 99,60365 2,739,105,38 912797/W6 0.000 65/14/24 2,750,000.00 99,60365 5 - 912797/W6 0.000 65/14/24 2,750,000.00 99,60365 5 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1<		ury Bill	912797JW8	0.000			99.51783)		
912797/W6 0.000 6/14/24 2,730,000.00 9,60385 2,730,105.88 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 </td <td></td> <td>ury Bill</td> <td>912797JW8</td> <td>0.000</td> <td>05/14/24</td> <td>450,000.00</td> <td>99.58914</td> <td>448,151.13</td> <td></td> <td></td> <td></td>		ury Bill	912797JW8	0.000	05/14/24	450,000.00	99.58914	448,151.13			
- - \$ 10,960,000.00 \$ 10,965,260.55 \$ - - - \$ 10,965,260.55 \$ - - Type of - - - - - - Type of - - - - - - - Type of -		ury Bill	912797JW8	0.000	05/14/24	2,750,000.00	99.60385	2,739,105.88			
• \$ 10,960,000 0 \$ 10,960,260.55 \$ \$ • •								•			
Type of \$ 10,906,250.56 \$ \$ Type of \$ 10,906,250.56 \$ \$ Type of \$ 10,906,250.56 \$ \$ Type of \$ \$ \$ \$ Type of \$ \$ \$ \$ \$ Outload \$ \$ \$ \$ \$ \$ \$ Purchase \$ <								•			
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nvestment CUSIP Coupon Date Value Price Cost (Loss) 912797JL2 0.000 64/0224 7,200,000 99,5308 7,166,217.60 5,3,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 35,083.75 37,82.40 37,82.40 37,82.40 37,82.40 37,82.41 37,82.41 37,82.41 37,82.41 37,85.89 37,82.40 37,85.89 37,82.40 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 38,87.87 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 37,85.89 38,87.87 37,84.87.87 37,85.89 38,87.87 38,987.87 38,987.87 38,987.87 38,987.87 38,987.87 38,987.87 38,987.87	Purchase	Type of			Maturity	Par	Purchase	Purchase	Gain /		
912797.L2 0.000 04/02/24 \$ 7,200,000.00 99.53080 \$ 7,166,217.60 \$ 33,782.40 59156RBH0 3.600 04/10/24 425,000.00 198.25500 460,083.75 (35,083.75) 50156RBH0 3.600 04/16/24 2,750,000.00 99.51760 2,736,734.11 13,265.89 912797JNB 0.000 04/16/24 2,750,000.00 99.51760 2,738,734.11 13,265.89 PALEX 1 10,0528,487.87 5 (28,487.87) 5 (28,487.87) PALEN 1 10,0528,487.87 5 (28,487.87) 5 (28,487.87) PALEN 1 13,265.89 13,160 13,265.89 13,160 13,265.89 PALEN 1 13,228,487.87 5 (28,487.87) 5 (28,487.87) PALEN A A A 5 13,255.89 13,160 14,65.47 PALEN A A A A 5 28,487.87 5 28,487.87 PALEN A A A A A A A PALI		Investment	CUSIP	Coupon			Price		<u> </u>		
59156RBH0 3.600 04/10/24 4.25,000.00 108,25500 460,083.75 (35,083.75) poration 20030NCR0 3.700 04/15/24 4.25,000.00 99.51760 2,736,734.11 13,265.89 912797.NB 0.000 04/16/24 2,750,000.00 99.51760 2,736,734.11 13,265.89 912797.NB 0.000 04/16/24 2,750,000.00 99.51760 2,736,734.11 13,265.89 13,265.89 0.000 04/16/24 2,750,000.00 99.51760 2,736,734.11 13,265.89 13,265.89 0.000 04/16/24 2,750,000.00 99.51760 2,736,741 13,265.89 14,12 2 14,12 2 10,800,000.00 109.51847.87 3 2,3447.87 14,12 2 14,12 2 2 2 2 2 15,12 X X X X X X 17,12 X X X X X X 13,12 X X X X X X 14,12 X X X X X X 14,12 X X X X X 14,12 X <td< td=""><td></td><td>ury Bill</td><td>912797JL2</td><td>0.000</td><td></td><td>~</td><td>99.53080</td><td></td><td></td><td></td><td></td></td<>		ury Bill	912797JL2	0.000		~	99.53080				
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912797JN8 0.000 04/16/24 2,750,000.00 99.51760 2,736,734.11 13,265.89 Image: Stratt Strat		ast Corporation	20030NCR0	3.700	04/15/24	425,000.00	109.51821	465,452.41	(40,452.41)		
\$ 10,800,000 \$ 10,828,487.87 \$ (28,487.87) \$ ALES / REDEMPTIONS / DELIVERS SALES / REDEMPTIONS / DELIVERS SALES / REDEMPTIONS / DELIVERS Type of Maturity Sale Sale Purchase Type of Maturity Sale Par Sale Purchase Type of Nestment Coupon Date Value Price Amount Cost \$ S <td></td> <td>ury Bill</td> <td>912797JN8</td> <td>0.000</td> <td>04/16/24</td> <td>2,750,000.00</td> <td>99.51760</td> <td>2,736,734.11</td> <td>13,265.89</td> <td></td> <td></td>		ury Bill	912797JN8	0.000	04/16/24	2,750,000.00	99.51760	2,736,734.11	13,265.89		
Type of SALES / REDEMPTIONS / DELIVERS Type of Maturity Sale Parchase Type of Maturity Sale Parchase Sale Purchase Nestment CUSIP Coupon Date Date Value Frice Amount Cost S S S Sale Sale Sale Purchase Nestment CUSIP Coupon Date Date Value Sale Sale S Sale Value Parce Sale Amount Cost Sale Sale S Sale Date Date Date Value Sale	TOTAL MATUR	ITIES				3 10.800.000.00		\$ 10.828.487.87			
Type of SALES / REDEMPTIONS / DELIVERS Type of Maturity Sale Purchase Investment CUSIP Coupon Date Value Price Amount Cost S S Sale Par Sale Purchase Sale Purchase Investment CUSIP Coupon Date Date Value Price Amount Cost Sale Sale Sale Purchase Investment CUSIP Coupon Date Date Value Price Amount Cost Sale Sale Sale Purchase Investment CUSIP Coupon Date Date Value Price Amount Cost Sale											
Type of Maturity Sale Purchase Type of Maturity Sale Purchase Investment CUSIP Coupon Date Value Price Amount Cost S <td></td> <td></td> <td></td> <td>CALE</td> <td></td> <td></td> <td>INEDS</td> <td></td> <td></td> <td></td> <td></td>				CALE			INEDS				
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γ γ γ γ γ γ γ γ	Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
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				Earni 04/01/	Earnings Report 04/01/24-04/30/24		5			
					Realized	Interest				Adiusted
Type of Investment	Tvne	Connon	Maturity Date	Previous	Interest For Period	Paid At Purc/Recv	Current	Interest Farned	Amrt/Accrt For Period	Total Int. Farned
FIXED INCOME	2046		2010				1000			5
Treasury Bill	NOTE	0.000	04/02/24	ı	ı	ı	ı	ı	ı	I
Treasury Bill	NOTE	0.000	04/16/24		·					
Metlife Inc	NOTE	3.600	04/10/24	7,267.50	7,862.50			595.00		595.00
Comcast Corporation	NOTE	3.700	04/15/24	7,250.97	7,650.00			399.03		399.03
Treasury Bill	NOTE	0.000	05/02/24						28,771.12	28,771.12
Treasury Bill	NOTE	0.000	05/14/24					•	7,954.27	7,954.27
Bank Of New York Mellon Corp	NOTE	3.400	05/15/24	6,101.11			7,446.94	1,345.83	(988.67)	357.16
Target Corporation	NOTE	3.500	07/01/24	3,718.75			4,958.33	1,239.58	(719.16)	520.42
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	2,356.25			3,443.75	1,087.50	(734.97)	352.53
Honeywell International Inc	NOTE	2.300	08/15/24	1,146.17	ı		1,893.67	747.50	(194.99)	552.51
Treasury Note	NOTE	1.875	08/31/24	2,608.70			5,054.35	2,445.65	(1,810.18)	635.47
United Parcel Service	NOTE	2.200	09/01/24	685.67	ı		1,371.33	685.66	(478.18)	207.48
PNC Funding Corp	NOTE	3.300	10/30/24	4,498.54	5,362.50	ı	29.79	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	2,112.64	I	ı	2,710.56	597.92	(377.41)	220.51
FFCB	NOTE	1.130	01/06/25	1,221.88	I	ı	1,653.13	431.25	28.88	460.13
Federal National Mortgage Assoc	NOTE	1.630	01/07/25	6,635.42	I	ı	9,005.21	2,369.79	(875.00)	1,494.79
Apple Inc	NOTE	2.750	01/13/25	2,532.29	I	ı	3,506.25	973.96	63.13	1,037.09
US Bank NA/Cincinnati	NOTE	2.050	01/21/25	1,893.40	I	ı	2,704.86	811.46	(21.46)	790.00
Merck & Co Inc	NOTE	2.750	02/10/25	1,690.79	ı	ı	2,685.38	994.59	451.89	1,446.48
FHLMC Reference Note	NOTE	1.500	02/12/25	3,572.92	I	ı	5,760.42	2,187.50	(423.98)	1,763.52
FFCB	NOTE	1.750	02/25/25	2,187.50	ı	ı	4,010.42	1,822.92	(76.90)	1,746.02
Exxon Mobil Corp	NOTE	2.709	03/06/25	846.56	I	I	1,862.44	1,015.88	(476.78)	539.10
Ace InA Holdings Inc	NOTE	3.150	03/15/25	609.00	I	ı	1,750.88	1,141.88	(796.61)	345.27
Treasury Note	NOTE	0.050	03/31/25	21.86	I	ı	677.60	655.74	208.50	864.24
General Dynamics Corporation	NOTE	3.250	04/01/25	ı	I	ı	135.42	135.42	(100.50)	34.92
Federal Home Loan Banks	NOTE	0.500	04/14/25	3,363.19	3,625.00	ı	342.36	604.17	(74.30)	529.87
Home Depot Inc	NOTE	2.700	04/15/25	5,291.25	5,737.50		510.00	956.25	178.07	1,134.32
FNMA	NOTE	0.630	04/22/25	3,381.51	3,828.13		191.41	638.03	1,029.98	1,668.01
Caterpillar Financial Services	NOTE	3.400	05/13/25	5,539.17	ı		6,743.33	1,204.16	(46.43)	1,157.73
General Dynamics Corporation	NOTE	3.500	05/15/25	4,627.78			5,648.61	1,020.83	(635.58)	385.25
Qualcomm Incorporated	NOTE	3.450	05/20/25	5,021.67	ı		6,171.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	0.800	05/28/25	1,298.33	ı		1,615.00	316.67	204.10	520.77
Truist Financial Corp	NOTE	2.280	06/09/25	2,095.29	I	ı	4,453.39	2,358.10	92.54	2,450.64
Cisco Systems Inc	NOTE	3.500	06/15/25	4,122.22			5,288.89	1,166.67	66.68	1,233.35

		Burb	ank-Glend	ale-Pasaden	Burbank-Glendale-Pasadena Airport Authority - PFC Account	iority - PFC /	Account			
				Earni 04/01/	Earnings Report 04/01/24-04/30/24	,				
					Realized	Interest				Adiusted
Type of			Maturity	Previous	Interest	Paid At	Current	Interest	Amrt/Accrt	Total Int.
Investment	Type	Coupon	Date	Accrual	For Period	Purc/Recv	Accrual	Earned	For Period	Earned
Treasury Note	NOTE	2.875	06/15/25	13,573.77		ı	17,344.26	3,770.49	831.49	4,601.98
Treasury Note	NOTE	0.250	06/30/25	1,105.77			1,466.35	360.58	903.55	1,264.13
Treasury Note	NOTE	3.000	07/15/25	7,615.38			10,582.42	2,967.04	1,118.36	4,085.40
Intel Corp	NOTE	3.700	07/29/25	2,548.89			3,782.22	1,233.33	(837.37)	395.96
State Street Corporation	NOTE	3.550	08/18/25	2,014.13			3,419.34	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	3.650	09/01/25	988.54		·	1,977.08	988.54	75.47	1,064.01
John Deere Capital Corp	NOTE	4.050	09/08/25	1,099.69			2,534.06	1,434.37	(14.46)	1,419.91
FFCB	NOTE	4.250	09/30/25	118.06		·	3,659.72	3,541.66	114.04	3,655.70
FNMA Benchmark Note	NOTE	0.500	11/07/25	6,310.00	ı	ı	7,624.58	1,314.58	311.02	1,625.60
Lockheed Martin Corporation	NOTE	3.550	01/15/26	3,110.19	I	ı	4,337.90	1,227.71	(343.47)	884.24
FHLB	NOTE	0.700	01/28/26	1,286.25	I	ı	1,898.75	612.50	2,769.32	3,381.82
Treasury Note	NOTE	0.500	02/28/26	608.70	I	ı	1,179.35	570.65	3,611.00	4,181.65
FFCB	NOTE	4.500	03/02/26	7,250.00	I	ı	14,750.00	7,500.00	(117.03)	7,382.97
FHLB	NOTE	096.0	03/05/26	624.00	I	ı	1,344.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	1.500	03/10/26	393.75	I	ı	956.25	562.50	(98.18)	464.32
FHLB	NOTE	4.130	03/13/26	2,578.13	ı		6,875.00	4,296.87	284.82	4,581.69
Loews Corporation	NOTE	3.750	04/01/26		ı		937.50	937.50	153.75	1,091.25
Sierra Pacific Power	NOTE	2.600	05/01/26	4,062.50	4,875.00	·	ı	812.50	(264.67)	547.83
Bank of America Corp	NOTE	4.830	07/22/26	4,579.62	I	ı	6,570.75	1,991.13	117.99	2,109.12
FHLB	NOTE	1.880	09/11/26	312.50	I	ı	781.25	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	2.250	09/15/26	300.00	ı		862.50	562.50	519.84	1,082.34
Pepsico Inc	NOTE	2.380	10/06/26	5,195.31	5,343.75	·	742.19	890.63	831.09	1,721.72
Morgan Stanley	NOTE	6.140	10/16/26	14,769.56	16,112.25	·	1,342.69	2,685.38	(312.24)	2,373.14
Treasury Note	NOTE	2.000	11/15/26	15,923.08	ı		19,384.62	3,461.54	2,650.54	6,112.08
FHLB	NOTE	2.130	12/11/26	4,545.15	I	·	5,784.72	1,239.57	(346.67)	892.90
JP Morgan Chase & CO	NOTE	1.040	02/04/27	988.00	I	ı	1,508.00	520.00	1,377.18	1,897.18
Treasury Note	NOTE	0.630	03/01/27	38.42	I	·	1,191.09	1,152.67	5,243.93	6,396.60
Chevron Corp	NOTE	2.000	05/11/27	3,685.21	I	·	4,474.90	789.69	688.84	1,478.53
Treasury Note	NOTE	0.500	06/30/27	1,263.74	I	ı	1,675.82	412.08	2,378.90	2,790.98
Unitedhealth Group Inc	NOTE	2.950	10/15/27	6,121.25	6,637.50		590.00	1,106.25	596.16	1,702.41
	Subtotal			\$ 206,707.92	\$ 67,034.13	ج	\$ 221,202.70	\$ 81,528.91	\$ 52,720.72	\$ 134,249.63
CASH EQUIVALENTS										
Dreyfus Trsy Sec CM Investor			Į		967.75			967.75		967.75
	Subtotal			- \$	\$ 967.75	۔ ج	ج	\$ 967.75	- \$	\$ 967.75

	Adjusted Total Int. Earned	\$ 135,217.38
	Amrt/Accrt For Period	\$ 52,720.72
	Interest Earned	\$ 82,496.66
scount	Current Accrual	\$ 221,202.70 \$ 82,496.66 \$ 52,720.72 \$ 135,217.38
Burbank-Glendale-Pasadena Airport Authority - PFC Account Earnings Report 04/01/24-04/30/24	Interest Paid At Purc/Recv	•
sadena Airport Auth Earnings Report 04/01/24-04/30/24	Realized Interest Interest Paid At For Period Purc/Recv	\$ 68,001.88
ale-Pasadena Earnin 04/01/2	turity Previous ate Accrual	\$ 206,707.92 \$ 68,001.88 \$
oank-Glend	Maturity Date	
Burk	Mat Type Coupon D	
	Type	TOTAL
	Type of Investment	

E					BURBANK-GI	NK-GLENDALE-PASADENA AIRPORT AUTHORITY	JRITY				
					SCF	E OF CASH RECEIPTS AN D TEN MONTHS ENDED /	TS)23				
1						Abril 2024					
		Monthly F	Monthly Performance		<u> </u>	-	Fiscal YT	Fiscal YTD Performance (July 2023 - April 2024)	e (July 2023 -	- April 2	2024)
<u>I</u>	A	В	C	ш		1	Ŀ	U	Ŧ	-	, -
<u> </u>	Actual \$ Apr 2024	Budget Apr 2024	Actual \$ Prior Year Apr 2023 Note	Variance Actual Vs. te Budget	ance I Vs. get	1	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
1						OPERATING ACTIVITY					
-	\$369.740	\$436.500	\$448.141 (2)	-	(\$66.760)	Landina/Fuel Fees	\$3,939,501	\$3.977.000	\$4.270.251	(2)	(\$37.499)
5	2,730,311	2,443,506	_	-		Parking Fees	24,520,070	22,562,988	24,570,923	() ()	1,957,082
e	1,243,851	1,395,326				Rental/Concession Receipts - Terminal Building	14,231,631	12,894,192	14,407,655	(4)	1,337,439
4 1	1,350,797	1,265,970	1,019,220 (5)			Rental Receipts - Other Buildings	13,499,334	13,268,213	13,221,977	(5)	231,121
ŝ	334,830	314,000				Ground Iransportation	3,305,112	2,862,000	3,011,577	(9) (443,112
9 1	196,309 110 R08	92,250 454 167	16,800 (7) 354 526 (8)		104,059 (343 350) 1	Other Receipts Invisetment Perceinte - Treasurer/Other Interest Farned	1,627,528 4 425 370	840,500 4 541 666	1,163,892 4 205 675	(_) (a)	787,028 (116 287)
- 00	\$6.336.646	\$6.401.719	ı.				\$65.548.555	\$60.946.559	\$64.851.950) DE	\$4.601.996
				-		CASH DISBURSEMENTS FROM OPERATIONS					
o ((\$124,264)	(\$142,224)	-			Administrative Supplies & Costs	(\$1,206,634)	(\$1,314,546)	(\$1,058,906) (2,057,126)	(10)	\$107,912
2 7	(113,370) 12 106 666)	(414,019)	(301,610) (11) (7 507 024) (12)		241,243 (407 646)	Operating Supplies & Maintenance	(3,0/9,100) /70 620 260)	(3,913,772)	(3,201,120) (76,042,752)	(11)	234,004 1 101 667
12	(3, 199,000) (255.048)	(504.200)				Contractual Professional Services	(5,242,931)	(7,047,000)	(20,040,202) (4,909,644)	(13)	1,404,037
13	(537,958)	(656,175)				Wages & Benefits	(5,980,347)	(6,531,348)	(5,936,787)	(14)	551,001
14	(122,341)	(116,431)	-		_	Other Operating Costs	(1,049,703)	(1,164,290)	(821,863)	(15)	114,587
15	0	0				Bond Debt Service – 2015 Bonds	(4,567,500)	(4,567,500)	(3,803,750)		0
<u> </u>	(123,40U) 10E 40E 440)	(194,090) /@E 70E 7E0)		Ψ.	1		(3,100,701) (CE3 4EE 423)	(2,341,071) /@E7 603 EE3	(0,090,997) /@10.025.025)		(103,710)
2	(\$11,021,0\$)	(na/'an/'c¢)	(\$) (\$) (8) (8)		140,180¢	INCREASE (DECREASE) IN CASH FROM OPERATIONS	(\$53,405,432)	(200,200,70¢)	(\$48,935,325)	(A)	\$4,137,120
18	\$1,211,533	\$694,959	\$526,418	\$51(\$516,574		\$12,083,123	\$3,344,007	\$15,916,625		\$8,739,116
						FACILITY IMPROVEMENT TRANSACTIONS					
						CASH DISBURSEMENTS					
19	(\$105,480) (255,805)	(\$250,000) (1 792 084)	\$0 (17) (632 739) (18)		\$144,520 1 1536.279 0	Noise Mitigation Program Costs Other Facility Improvement Program Project Costs	(\$142,681) (4 468 755)	(\$500,000) (5 756 734)	(\$2,497) 77 201 342)	(17) (18)	\$357,319 1 287 979
21	(\$361,285)	(\$2,042,084)		÷	1		(\$4,611,436)	(\$6,256,734)	(\$7,203,839)		\$1,645,298
						CASH RECEIPTS FROM FUNDING SOURCES					
22	\$0	\$201,475			_	FAA Grants - Noise Mitigation Program	\$0	\$402,950	\$0	(17)	(\$402,950)
23	60,000 ô	0 001 200 7				FAA Grants - Facility Improvement Program	226,104	0 100 001 0	2,628,083	(19)	226,104
24 25	0 57 125	1,307,586 50 000	0 (20)		(\$1,307,586) \$7125	Passenger Facility Charge Receipts/Reserves Customer Facility Charge Receives	535,041 116 325	2,523,941 300 000	4,615,651 0	(20) (21)	(1,988,900) (183.675)
26	\$117,125	\$1,559,061	1	(\$1,4			\$877,470	\$3,226,891	\$7,243,734		(\$2,349,421)
					INCREAS	INCREASE (DECREASE) – FACILITY / NOISE MITIGATION TRANSACTIONS	SNO				
27	(\$244,160)	(\$483,023)	(\$581,541)	\$23	\$238,863	Ι	(\$3,733,966)	(\$3,029,843)	\$39,895		(\$704,123)
						FEDERAL RELIEF GRANT FUNDS					
28	\$0	\$0	\$1,141,125 (22)	2)	\$0	ARPA Grant Funds	\$733,646	\$0	\$4,518,489	(22)	\$733,646
					NE	NET INCREASE (DECREASE) IN CASH FROM OPERATIONS					
29	\$967,373	\$211,936	\$1,086,002	\$75	\$755,437	1	\$9,082,803	\$314,164	\$20,475,009		\$8,768,639

					BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TEN MONTHS ENDED APRIL 30, 2024 & 2023	DRITY IS 123			
<u> </u>					April 2024				
		Monthly F	Monthly Performance			Fiscal YI	D Performanc	Fiscal YTD Performance (July 2023 - April 2024)	ril 2024)
	A	В		D E		H	ŋ	н н	ſ
	Actual \$ Apr 2024	Budget Apr 2024	Actual \$ Prior Year Apr 2023 No	Variance Actual Vs. Note Budget	ce /s. it	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD Note	Variance Actual Vs. e Budget
29	\$967,373	\$211,936	\$1,086,002	\$755,437	NET INCREASE (DECREASE) IN CASH FROM OPERATIONS	\$9,082,803	\$314,164	\$20,475,009	\$8,768,639
					REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT") CASH DISBURSEMENTS ¹				
30	(\$13,117,664) (\$53,502,715)	(\$53,502,715)	(\$5,170,784) (23) \$40,385,051	23) \$40,385,0	051 Replacement Passenger Terminal Project Costs	(\$58,228,263)	(\$58,228,263) (\$101,920,604)	(9,093,965) (23)	\$43,692,341
3	\$9664220	\$9 664 220	\$0 (24)		CASH RECEIPTS FROM FUNDING SOURCES ² \$0 FAA Grants - Replacement Passenger Terminal Project	\$9 664 220	<u>\$9664220</u>	\$0 (24)	U\$
32	0	0	0			14,029,502	14,029,502	0 (24)	
33	\$9,664,220	\$9,664,220	\$0		80	\$23,693,722	\$23,693,722	\$0	\$0
34	(\$3,453,444)	(\$43,838,495)	(\$5,170,784)	\$40,385,051	<u>INCREASE (DECREASE) - RPT PROJECT TRANSACTIONS</u> (051	(\$34,534,541)	(\$78,226,882)	(\$9,093,965)	\$43,692,341
35	(\$2.486.071)	(\$43.626.559)	(\$4.084.782)	\$41.140.488	NET INCREASE (DECREASE) IN CASH - TOTAL 488	(\$25.451.738)	(\$77.912.718)	\$11.381.044	\$52.460.980
								- - - - -	
	Note 1 - Due to tir Note 2 - The FY 2	ning of invoices 024 Budget antic	and payments the cipated the use of	reof, the cash tc Airport Reserve	Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project. Note 2 - The FY 2024 Budget anticipated the use of Airport Reserves to fund RPT expenditures pending reimbursement from the Plan of Finance sources when eligible and available (i.e. bond proceeds, PFCs,	inance sources wh	en eligible and av	'ailable (i.e. bond pro	oceeds, PFCs,
	grants, etc.).	tc.).			-		5		

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TEN MONTHS ENDED APRIL 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 2024 Replacement Passenger Terminal ("RPT") Project expenditures are programmed to be initially funded through the Bipartisan Infrastructure Law grants and commercial paper program ("CP") pending issuance of the construction financing scheduled for late spring of 2024. In addition, design costs are programmed to be funded through FAA-approved use of Passenger Facility Charge ("PFC") fees.

The FY 2024 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 2024 projected operational activity has been based essentially flat to FY 2023 levels. The Authority's Adopted FY 2024 budget is based on the following quarterly activity assumptions to reflect seasonal fluctuations:

- Q1 (July September): 1,620,000 (represents 27% of total)
- Q2 (October December): 1,560,000 (represents 26% of total)
- Q3 (January March): 1,200,000 (represents 20% of total)
- Q4 (April June): 1,620,000 (represents 27% of total)

Passengers increased by 2.48% FYTD April when compared to the same period in FY 2023, and favorable to the budget assumption by 3.04%. Overall financial performance FYTD April remains positive to the budget.

(Continued)

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

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget in FYTD April. On an accrual basis, operating revenues exceed the budget in FYTD April by \$6,191,551. 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 \$180,455 FYTD April.

NOTE (3) – Parking Fees

Parking fee revenues performed above the budget forecast FYTD April. Accrual basis Parking Fees exceed the budget by \$1,736,267 FYTD April.

NOTE (4) - <u>Rental/Concession Receipts - Terminal Building</u>

Terminal Building rental/concession receipts exceed the budget FYTD April partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$1,077,342 FYTD April.

NOTE (5) – <u>Rental Receipts - Other Buildings</u>

Other Buildings rental receipts exceed the budget FYTD April partially due to the timing of receipts. Accrual basis Other Building rents are \$355,337 above budget expectations FYTD April 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 \$409,403 FYTD April.

NOTE (7) – Other Receipts

FYTD April Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$802,863 ahead of budget FYTD April primarily due to a settlement payment received in December and a security deposit from one tenant received in March.

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, which includes Trustee-held investment income, exceeds the budget by \$1,629,884 FYTD April.

NOTE (9) – <u>Cash Disbursements from Operations</u>

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD April. 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)

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TEN MONTHS ENDED APRIL 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. Reimbursement of the Common Use Passenger Processing System ("CUPPS") upgrade defined in note 18 is reflected in this line item to offset operating costs of the CUPPS system.

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. Wages and Benefits include overtime for film location services which are recovered through the related film revenue.

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. April 2024 remittance, in the amount of \$725,460, cover the months of January, February and March 2024.

NOTE (17) - Noise Mitigation Program

FAA Grants are budgeted to partially fund the multi-year Part 150 Update project. A RFP for the Part 150 Update was issued in 3rd Quarter of FY 2023 and a contract was awarded in January 2024.

NOTE (18) - Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis are under budget FYTD April primarily due to the timing of commencement and postponement of several major projects.

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 8 PAPI relocation, Runway and Taxiway Shoulder Rehabilitation, a new ARFF vehicle, and the Part 150 Update project.

(Continued)

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

NOTE (21) – Customer Facility Charge Reserves

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

NOTE (22) – Federal Relief Grant Funds

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

NOTE (23) – Replacement Passenger Terminal Project

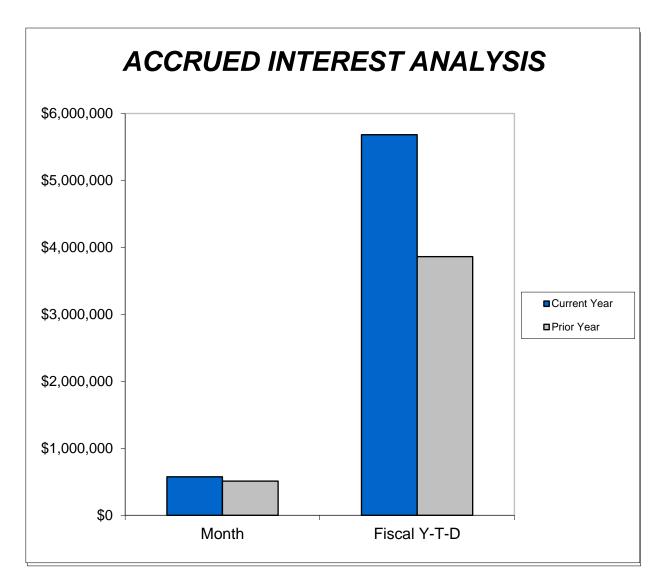
The Authority programmed appropriations in the amount of \$158,579,049 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD April by \$43,692,341 primarily due to the timing of payments. The majority of cash expenditures for FYTD April are related to Holder, Pankow, TEC JV (\$48,905,994).

NOTE (24) – <u>Replacement Passenger Terminal Project Funding Sources</u>

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

		Monthlv	Monthly Performance	ce		April 2024	- Fiscal Y	TD Performanc	Fiscal YTD Performance (July 2023 - April 2024)	April 2024)	
1	A	В	ပ		ш		L	IJ	H		
1	Actual \$ Apr 2024	Budget Apr 2024	Actual \$ Prior Year Apr 2023	Note	Variance Actual Vs. Budget		Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD No	Variance Actual Vs. Note Budget	nce Vs. Jet
	\$370,662	\$383,333	\$479,307	7 (1)	(\$12,671)) Customer Facility Charge Receipts	\$4,285,361	\$3,833,330	\$4,125,778 ((1) \$45	\$452,031
	0	0					859,449	0000 2000 1		ω	859,449 45 644
	102,703 (486,036)	(486,036)	60,914 (486,325)	4 (J) 5)		Payments to Bond Trustee for 2012 Bond Debt Service	1,0/2,0/1 (4,860,360)	1,027,030 (4,860,360)	07 3,033 (3	(c) 4	40,041 0
	(\$12,671)	\$0	\$78,896	6 (4)	(\$12,671)		\$1,357,121	\$0	\$1,563,188 ((4) \$1,357,121	7,121
		On July 1, 2014, the terms and conditions of the effective, including the collection of Facility Rent.	14, the terms Iding the col	s and cc llection	onditions of th of Facility Rer	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.	sspective Rent-A-	Car Companies	became		
	Note (1) –	Customer Facility Charge ("CFC") Receipts CFCs of \$6 per day per transaction, up to a ma	cility Charg sr day per tra	ge ("CF i ansactic	C") 	<i>Customer Facility Charge ("CFC") Receipts</i> CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.	d debt service.				
	Note (2) –	<i>Federal Relief Grant Funds</i> All available awarded federal	ef Grant Fur warded fede	nds ∍ral reli∈	of funds were	<i>Federal Relief Grant Funds</i> All available awarded federal relief funds were utilized towards FY 2023 Bond debt service costs and no further drawdowns will be applied to FY 2024 debt service.	er drawdowns will	l be applied to F	Y 2024 debt ser	vice.	
	Note (3) –	<i>Facility Rent</i> Facility Rent receipts may be applied to the 2012 Bond debt	eceipts may	, be app	lied to the 20'	12 Bond debt service or other allowable uses.					
	Note (4) –	Net RITC / ConRAC Facility Payments and Collections At fiscal year-end, upon conclusion of the required reconci under the terms and conditions of the Non-Exclusive Conc	<i>onRAC Faci</i> end, upon co is and condi	<i>ility Pa</i>) onclusic itions of	yments and C on of the requi the Non-Excl	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 wit the Rent-A-Car Companies.	luated and applic ompanies.	d toward the all	sesu pewc		
		In the event of the right to adj	f a shortfall c iust the Faci	of receik ilitv Ren	ots to meet the t paid by the r	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.	inder budget proj	ections), the Au	hority holds		

Burbank-Glendale-Pasadena Airport Authority



	April 2024	April 2023
Accrued Interest Revenue - Month	\$574,031	\$509,596
Accrued Interest Revenue - FYTD	\$5,683,373	\$3,863,077
Month End Portfolio Balance	\$256,096,335	\$282,973,185
Yield to Maturity	5.25%	4.07%

Supplement to the April 2024 Treasurer's Report

FYTD April 2024 Cash Expenditures Replacement Passenger Terminal Project (RPT)

		BANK-GLENDALE Replacement Pas Y 2024 Cash Expo	ssenger Termina	al Project (RPT)			
Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	April 2024 Cash Expenditures	FYTD 2024 (July - April) 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	4,154,588	13,321,911	576,437	4,279,354	4,887,969	8,433,942
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	216,599	350,000	26,018	245,611	104,389	462,210
Conway Consulting (1b)	Technical Support	211,327	150,000	15,352	171,678	(21,678)	383,005
Georgino Development (1b)	Strategic Planning Services	85,500	57,600	4,800	47,700	9,900	133,200
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	245,608	275,000	-	128,831	146,169	374,439
Ricondo & Associates (1b)	Financial Feasibility Services	351,440	356,000	150,390	494,136	(138,136)	845,576
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Holder, Pankow, TEC JV (1d)	Design Builder	14,288,816	281,565,217	12,146,211	48,905,994	218,370,407	63,194,810
Azrial (2)	Consulting Services	-	N/A	-	1,625	N/A	1,625
Fitch Ratings (2)	Rating Agency	-	N/A	-	35,000	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	467,197	N/A	133,008	653,513	N/A	1,120,710
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci (2)	Legal Services		N/A		2,000	N/A	2,000
McDermott (2)	Legal Services		N/A		5,000	N/A	5,000
Moody's (2)	Rating Agency		N/A		28,900	N/A	28,900
Richards, Watson & Gershon (2)	Legal Services	237,956	N/A	19,949	80,950	N/A	318,906
Ring Bender (2)	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating (2)	Rating Agency		N/A	-	21,000	N/A	21,000
TBI - Engineering (2)	Consulting Services	-	N/A	2,499	4,226	N/A	4,226
THU Legal Consulting (2)	Consulting Services	37,440	150,000	43,000	210,320	(60,320)	247,760
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward (2)	Consulting Services	-	36,000	-	24,000	12,000	24,000
Zions Bancorporation (2)	Consulting Services	-	N/A	-	2,500	N/A	2,500
RS&H (3)	Environmental Impact Study (EIS) Services	339,782	AIP / PFC Funded	-	416,994	N/A	756,776
XI-3 Corporation (4)	Consulting Services	91,770	91,770	-	-	-	91,770
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	569,000	1,980,000	-	1,411,000	-	1,980,000
City of Burbank (5b)	Plan Check Services	-	344,124		344,124	-	344,124
Barclays Bank (6)	CP Program / LOC Bank	-	N/A	-	335,357	N/A	335,357
Sumitomo Mitsui (6)	CP Program / LOC Bank	-	N/A	-	328,324	N/A	328,324
Groundbreaking Ceremony	Various Expenses		N/A	-	45,908	N/A	45,908
Meetings	Various Expenses	30,026	N/A	-	-	N/A	30,026
Licenses & Fees	Various Expenses	4,276	N/A	-	4,218	N/A	8,494
TOTALS		\$ 25,592,158	\$ 298,677,622	\$ 13,117,664	\$ 58,228,263	\$ 223,310,700	\$ 83,820,421

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

		Project Costs as of April 2024
		ent authorized NTE Contract amounts represent Commission approved appropriations. The FY 2024 adopted budget includes opriations of \$158,579,049 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
	(1b)	These Professional Services contracts for technical, financial, and strategic airport services were presented and approved on August 28, 2023 to be effective July 1, 2023. These are muti-year support services contracts.
	(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 are anticipated to be completed by April 2024.
		FYTD March 2024, the Commission approved additional Task Orders to develop Component Guaranteed Maximum Prices for the following: Task Order 2 (\$76,933,511) - Terminal Building Mechanical, Electrical, and Special Systems ("MEP"); Civil Site Work; Owner Allowances Task Order 3 (\$19,280,948) - Phase 2 General Conditions Task Order 4 (\$55,750,716) - Site Utilities; Terminal Structure Steel
		Task Order 5 (\$74,290,109) - MEP Pt. 2; Terminal Structure Pt. 2; Interior Public Art; Phase 2 Design Services Task Order 5 Amendment No. 1 (\$1,065,691) - Exterior Public Art Sculpture
(2)	Lega	l services and professional services to be utilized on an as needed basis.
		H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed e Ninth Circuit.
(Comr	Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. nission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in per 2022 to NTE \$96,000.
(5a)	The	Commission approved Aid-In-Construction payments with BWP for deposits as follows: 1) June 26, 2023 - \$494,000 2) September 18, 2023 - \$1,411,000
(5b)		Commission approved payment on October 16, 2023 in the amount of \$344,124 for a deposit with the City of Burbank for an ependent contractor to undertake plan check services.
(6)	LOC	banks for the CP program.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AUGUST 19, 2024

PROTEST REJECTION AND CONTRACT AWARD WASTE HAULING AND RECYCLING SERVICES

Presented by Stephanie Gunawan-Piraner Director, Engineering and Maintenance

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff recommends that the Commission reject a protest by Athens Services ("Athens") and award a Waste Hauling and Recycling Services Agreement ("Agreement"), copy attached, to American Reclamation, Inc. ("American Reclamation"). The proposed Agreement will be for a two-year base period commencing October 1, 2024, and ending October 12, 2026, at a fixed price of \$15,104 monthly, excluding on-call as needed service pickups of 10 and 40-yard mixed waste containers located at the maintenance facility.

The proposed Agreement also includes an 18-month extension option, where the Authority may request that American Reclamation submit a proposal for performance of the services at the Replacement Passenger Terminal ("RPT") commencing October 13, 2026, and expiring on April 30, 2028. In the event of such request, the parties shall negotiate the change in American Reclamation's scope of work and compensation for the extension period at least 120 days in advance.

BACKGROUND

Waste and recycling services for the Airport's operations are provided through an outside service provider that complies with applicable state laws, including AB 341 (2011), AB 1826 (2014) and SB 1383 (2016) regarding waste diversion requirements. Current service requirements include regular waste and recyclable material pickups at 15 different locations throughout the Airport with a frequency ranging from daily to weekly. The contract also defines rates for on-call or additional pickup services requested on an as needed basis.

The current service provider is American Reclamation which was selected following a competitive Request for Proposals ("RFP") process. The current contract began October 1, 2019, and has a three-year base period with two extension options which the Authority has exercised. The contract now is set to expire on September 30, 2024.

PROCUREMENT

On April 18, 2024, through the Authority's Planet Bids e-procurement website, Staff issued an RFP for waste hauling and recycling services. The scope of work includes the waste hauling and recycling services for the Airport, again in compliance with all applicable state laws governing waste diversion requirements. Under the scope of work, the service provider must furnish all labor, materials, tools, equipment, and supervision, and must maintain applicable licenses and permits, necessary to perform the services and be in compliance with current state laws to ensure the Authority also remains in compliance AB 341, AB 1826, and SB 1383.

Upon advertisement, a total of 51 firms were notified of the opportunity and the RFP was subsequently downloaded by 18 firms, including one download by a Disadvantaged Business Enterprise ("DBE"), one by a Women-owned Business Enterprise ("WBE"), and three by Minority-owned Business Enterprises ("MBEs").

On May 2, 2024, staff held a mandatory pre-proposal conference with a site visit. Due to the lack of on-airport parking availability that morning, the 11:05 a.m. cut-off for attendance was waived so that the field of potential proposers would not be arbitrarily limited. American Reclamation and another firm arrived late but received the presentation slides and participated in a separate job walk.

On May 20, 2024, staff received four proposals, with three proposals determined to be responsive. The responsive firms, listed in alphabetical order, were:

- American Reclamation, Inc.
- Athens Services
- Southland Environmental Services

Five reviewers were chosen from staff in various departments to review the proposals. The proposals were evaluated according to the selection criteria specified in the RFP and restated below.

SC-1 Firm Description, Capability and Suitability (15 points)
SC-2 Experience of Firm and Qualifications (15 points)
SC-3 Technical Approach (15 points)
SC-4 Willingness To Accept Sample Agreement (15 points)
SC-5 Price (40 points)

The combined rankings, including monthly fees but excluding fees for on-call services, are listed below:

		SC-1	SC-2	SC-3	SC-4	SC-5	Total	
	Maximum Points							
Rank	Possible	15	15	15	15	40	100	Monthly Fee
	FIRM:							
1	American Reclamation	15	15	15	15	40	100	\$15,104.15
2	Athen Services	14	14	13	7	14	62	\$45,745.43
3	Southland							\$21,974.09
	Environmental	13	13	12	15	27	80	
	Services							

BEST VALUE PROPOSAL

Based on these results, Staff recommends that American Reclamation be selected to continue as the service provider under the new Agreement. American Reclamation is following state laws regarding waste diversion and recycling, and has performed its contractual obligations and provided a satisfactory level of service throughout the performance period of the existing contract.

The current fixed monthly price for this service is \$12,065 per month. The cost for the on-call waste pickups for the past year totaled approximately \$13,740. This amounts to approximately \$159,000 per year for waste hauling and recycling services.

The fixed monthly price for the new Agreement is \$15,104, excluding fees for on-call pickup services. This new price represents an approximately 25% increase from the fee schedule in the current contract. Staff estimates that, absent any significant increases in on-call pickup waste, the total expenditure under the new Agreement would not exceed \$200,000 per year.

PROTEST

On July 9, 2024, Athens filed a protest against a contract award to American Reclamation. The sole basis for the protest was a contention that American Reclamation did not attend the mandatory pre-proposal meeting. Staff informed Athens that the 11:05 a.m. cut-off had been waived due to the lack of on-airport parking availability, and that American Reclamation and another firm had been given the pre-proposal presentation slides and had participated in a job walk on May 2. Athens then renewed its protest on the grounds that "it was never publicly disclosed that the requirement for participating in the pre-bid meeting was waived" and "lack of disclosure may have impacted our ability to participate fully and fairly in the process."

Staff believes that Athens' protest has no merit and should be rejected for several reasons. First, the RFP clearly stated that the Authority reserved the right to waive informalities and technical defects. Second, American Reclamation did not have a competitive advantage. The firm received the same pre-proposal presentation slides and site visit, on the same day, as Athens and other proposers. Finally, Athens's monthly fee is \$30,641.36 higher than American Reclamation's monthly fee, which would require the Authority to pay an extra \$735,392.64 for the two-year base period of the Agreement. As noted above, price is one of the selection criteria. Thus, the RFP declared that "contract award, if made by the Authority Commission, will be to the Respondent offering the proposal most advantageous to the Authority, with price and other factors in the selection criteria considered."

FUNDING

At the time the FY 2025 budget was being developed, the Waste Hauling and Recycling Services RFP was in process. Appropriations included in the adopted FY 2025 budget did not assume future pricing and maintained appropriations at FY 2024 level of \$185,000. If

there are a significant number of on-call pick up services, expenditure could exceed appropriations by approximately \$15,000, which staff feels could be accommodated through future operating revenues.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff recommends the Commission take the following actions: reject the protest from Athens; award the Agreement to American Reclamation for a two-year base period with one 18-month extension option for services at the RPT; and authorize the President to execute the same.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AUGUST 19, 2024

AWARD OF CONTRACT JANITORIAL SERVICES

Presented by Patrick Lammerding Deputy Executive Director, Planning and Development

<u>SUMMARY</u>

At its meeting on July 15, 2024, the Operations and Development Committee ("Committee") voted (2–0) to recommend that the Commission award a Janitorial Services Agreement ("Agreement"), copy attached, to C&W Facility Services, Inc. ("C&W") for a 23-month period, ending on October 12, 2026, at a fixed annual price of \$2,257,773.24, excluding supplies.

The proposed Agreement also includes an 18-month extension option, where the Authority may request that C&W submit a proposal for performance of the Services in the Replacement Passenger Terminal for the period commencing October 13, 2026, and expiring on April 30, 2028. Such a request will be made at least 120 days in advance, and the parties shall negotiate the change in C&W's scope of work and compensation for the extension period. Supplies will be billed monthly on an actual cost basis, which is estimated to be approximately \$26,996 per month in the existing passenger terminal based on activity levels.

BACKGROUND

The Authority contracts with an outside vendor to provide janitorial services for all publicly accessible areas of the terminal and other specific areas within the Airport property. C&W is the current provider, having been awarded a short-term contract beginning November 1, 2023, to replace the previous vendor which did not meet the required service levels. The current contract with C&W expires on October 31, 2024.

REQUEST FOR PROPOSALS ("RFP")

A Janitorial Services and Supplies RFP was publicly advertised on April 10, 2024, and posted online via PlanetBids. A total of 134 firms were notified of the opportunity and the RFP was subsequently downloaded by 51 firms, including three downloads from Disadvantaged Business Enterprises (DBEs), four from Women-owned Business Enterprises (WBEs), and 13 from Minority-owned Business Enterprises (MBEs). In addition, one local firm from Pasadena downloaded the RFP.

The RFP advertisement was also posted through the Burbank Chamber of Commerce and the Glendale Chamber of Commerce, which reached approximately 5,600 and 2,100 members, respectively. The Pasadena Chamber of Commerce did not respond to the staff's inquiry regarding posting of the advertisement.

On May 10, 2024, staff received proposals from 10 firms, with seven determined to be responsive. The responsive firms, listed alphabetically, were:

- ABM Aviation, Inc.
- C&W Facility Services, Inc.
- Flagship Aviation Services
- PRIDE Industries One, Inc.
- Total Maintenance Management, Inc.
- Universal Building Maintenance, LLC.
- Uniserve Facilities Services

An evaluation panel consisting of five staff members from various departments was assembled to review the responsive proposals. The proposals were evaluated according to the selection criteria specified in the RFP, which include:

- Firm Suitability and Financial Strength (15 points)
- Experience and Past Performance (25 points)
- Workplan (Service Approach, Staffing Structure, and Quality of Team Leaders) (25 points)
- Consent to Service Agreement (10 points)
- Price (25 points)

Based on the proposal evaluation, there was a gap between the two highest-scoring firms, C&W and Flagship Aviation Services, and the remaining proposers. An interview invitation was extended to the two highest-scoring firms to allow for further evaluation.

The scoring of the responsive proposals is as follows:

Proposer	Proposal and Fee
Max Points Available	100
C&W Facility Services, Inc.	94
Flagship Aviation Services	91
Uniserve Facilities Services Corporation	85
PRIDE Industries One, Inc.	82
Total Maintenance Management, Inc.	76
ABM Aviation, Inc	72
Universal Building Maintenance, LLC	68

2984307.2 STAFF REPORT\COMMISSION\8-19-2024 AWARD OF CONTRACT JANITORIAL SERVICES The interviews were held on June 26, 2024, and consisted of a 20-minute presentation by the proposing firm and a 25-minute Q&A with the evaluation panel. Each team's presentation and their response to questions were scored with the highest scoring proposer being recommended.

Proposer	Proposal and Fee	Interview	Total Score
Max Points Available	100	100	200
C&W Facility Services, Inc.	94	98	192
Flagship Aviation Services	91	90	181

The scoring of the proposal and interview is as follows:

SCOPE OF SERVICES

The scope of work under the current Agreement includes janitorial services for all publicly accessible areas of the terminal such as restrooms, hallways, hold-rooms, curb-front, bagclaim areas, ticket and gate counters, nursing stations, pet-relief areas, Authority administrative offices, parking booths, security booths, valet center, parking structure elevators, the elevated walkway to the Regional Intermodal Transportation Center, Ground Transportation Islands and sidewalks, Hangar 34, maintenance facility, Building 3, and the second floor of Building 36.

The onsite janitorial staff under the current Agreement provides an average of 5,200 hours per month with personnel distributed over three shifts. There is no anticipated change to the scope of services for the proposed new Agreement compared to the scope of work covered under the current Agreement. Staff recognizes that flight schedules are influenced by several external factors. Thus, the proposed new Agreement includes a provision that ensures good faith negotiation of a reduction in the monthly fee and hourly rates if at any time the annual passenger throughput at the Airport has dropped by more than 10% compared to the prior 12-month period.

The proposed new Agreement also contemplates the potential need to extend services for an 18-month period after the Authority transitions into the RPT. Upon request, C&W will provide the Authority with a proposal and will negotiate in good faith an adjustment to the scope of work and fees reflective of the RPT requirements. Any such contract extension and adjustment to the scope of work and fees would be submitted to the Commission for approval.

EVALUATION PANEL CONSIDERATIONS

Providing a clean facility is critical for Airport operations and is one of the most important factors affecting passenger experience. During their current performance period and in the RFP process, C&W has communicated an excellent understanding of the needs of the

Airport and has demonstrated a high standard of performance.

There will be no change to the organizational structure or staffing levels compared to what is being provided by C&W today. With 30 personnel in the janitorial team distributed over three shifts and led by a dedicated Site Manager, C&W is able to provide a customized cleaning approach for the Airport that includes strategies to ensure efficiency and productivity. On the sustainability forefront, C&W is certified as a Cleaning Industry Management Standard Green Building (CIMS-GB), which emphasizes quality management and environmentally preferable programs for cleaning organizations.

C&W demonstrated a strong commitment to safety which is apparent through the firm's initiatives, such as their partnership with Shoes for Crews which provide slip -and oil resistant footwear to their staff members. The company also provides safety training sessions, including topics such as pandemic response. C&W also maintains an internal recognition program that rewards employees for exemplary services.

BEST VALUE PROPOSAL

C&W is proposing an annual cost for the new Agreement in the amount of \$2,257,773.24, which is \$188,147.77 per month for the 23-month base term. The amount in the new Agreement is a 1.3% decrease from the current Agreement, which would result in savings of approximately \$29,570.76 annually. All custodian staff are paid above the State minimum wage rates as well as the minimum wage rates for Burbank, Pasadena, and Glendale. C&W is signatory to the current collective bargaining agreement with SEIU- United Service Workers West which represents their employees. Wage increases for the duration of the new Agreement are included in the collective bargaining agreement and C&W's price proposal.

FUNDING

Appropriations for Janitorial Services and Supplies have been included in the adopted FY 2025 budget in the amount of \$2,647,000, which are adequate to cover the proposed services.

RECOMMENDATION

At its meeting on July 15, 2024, the Committee voted (2–0) to recommend that the Commission approve the proposed new Agreement with C&W for janitorial services for a 23-month period with one 18-month extension option for services at the RPT subject to future negotiation.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AUGUST 19, 2024

AID-IN-CONSTRUCTION PAYMENT DEPOSITS REPLACEMENT PASSENGER TERMINAL PROJECT

Presented by Patrick Lammerding Deputy Executive Director, Planning and Development

<u>SUMMARY</u>

At its meeting on August 7, 2024, the Executive Committee ("Committee") voted (2–0, 1 absent) to recommend that the Commission approve two Aid-In-Construction ("AIC") deposit requests, copies attached, from the City of Burbank for:

- 1. **\$860,000** for Phase 1 (3.5 MVA Temporary Power) engineering and balance of 12kV distribution materials and labor to bring temporary power to the Replacement Passenger Terminal ("RPT") Project site. This phase is expected to be complete by November 2024.
- 2. **\$100,000** for Phase 2 (17 MVA temporary power) engineering to bring temporary power to the RPT Project site. This phase is expected to be complete by May 2025.

BACKGROUND

On December 19, 2022, the Commission awarded Holder, Pankow, TEC – A Joint Venture ("HPTJV") a design-build agreement for the RPT Project. The design and construction efforts are well underway and have reached a few milestones. As part of the construction efforts, the project team (which includes airport staff, Jacobs Project Management staff and members of the design-build team) continues to coordinate with Burbank Water and Power ("BWP") representatives for the initial temporary and ultimate permanent power to the RPT and ancillary facilities.

To date, the Authority has made the following AIC payments for the RPT Project:

- 1. June 26, 2024 **\$40,000** AIC deposit for BWP site inspector for the electrical substructure installation, manholes, conduit placement, concrete-encasement, slurry backfill, compaction, mandrelling conduit, etc. for temporary Phase 1 power.
- 2. September 6,2023 **\$1,411,000** AIC deposit for additional material and labor cost for BWP to bring temporary Phase 2 power.
- 3. June 26, 2023 **\$494,000** AIC deposit for temporary construction power equipment. This AIC deposit included the procurement and installation of cabling and switches for the feeder lines which will provide temporary Phase 1 power to the RPT Project site.

- 4. March 2, 2023 **\$50,000** AIC deposit for electrical power requirement feasibility study.
- 5. September 27, 2022 **\$25,000** AIC deposit for electrical power requirement feasibility study.

The two proposed AIC deposits are a requirement for BWP to perform engineering services as well as to provide the labor, material, and equipment to install cables for the Phase 1 & 2 temporary construction power. The deposits will cover the following as estimated by BWP:

- Phase 1 Engineering & cable installation (includes labor, material, and equipment): **\$860,000**;
- Phase 2 Engineering: \$100,000

BWP will charge against the AIC deposits for the actual costs and quantities. Any remaining funds will either be refunded or credited to future work.

FUNDING

The approved FY 2024-2025 Replacement Passenger Terminal Project Budget includes \$37,552,000 for the substation. The cost of these proposed AIC deposits will be under this appropriation.

RECOMMENDATION

At its meeting on August 7, 2024, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed two AIC deposits with the City of Burbank and authorize staff to remit payment.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AUGUST 19, 2024

CITIZEN'S ADVISORY COMMITTEE NOMINATIONS

Presented by Aaron Galinis, Senior Airport Planner

SUMMARY

At its meeting on March 18, 2024, the Commission voted to adopt Resolution No. 510, reestablishing a nine-member Citizen's Advisory Committee ("CAC") representing the Cities of Burbank, Glendale, and Pasadena. Based upon the Commission's approval, Staff solicited and received nominations from the city managers of each of the three cities. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the nine nominees provided.

BACKGROUND

On January 16, 2024, the Commission awarded a contract to Harris Miller Miller and Hanson ("HMMH") to undertake an Airport Noise Compatibility Study, which is commonly known as a "Part 150 Study." A Part 150 Study comprises two specific categories of documents as deliverables, which are (i) Noise Exposure Maps ("NEMs") that depict existing and 5-year forecast future conditions of airport noise contours at 65 and 70 decibels of Community Noise Equivalent Level ("CNEL"), and (ii) a Noise Compatibility Program ("NCP") that identifies programs and policies to remedy untreated residential and educational land uses that fall within those contours. HMMH is currently performing technical analysis associated with these tasks and will begin a concurrent community outreach process following approval of the CAC membership.

During its March 18, 2024, meeting, the Commission voted to establish a nine-member CAC representing the Cities of Burbank, Glendale, and Pasadena set forth by Resolution No. 510. Pursuant to Section 3 of the resolution, the function of the CAC is to be a purely advisory body during the Part 150 Study that focuses exclusively on: (i) gathering public input on airplane noise issues associated with BUR; and (ii) assisting in the update of the Authority's NEMs and NCP. Resolution 510 also directed staff to solicit nominations from the city managers of each city.

The Cities of Burbank, Glendale, and Pasadena each selected three nominees though independent processes. The CAC will become active upon appointment of the membership by the Commission and shall dissolve upon the Authority's submission of updated NEMs and NCP to the FAA. The names of the nominees are presented as follows:

City of Burbank:

- Raymond Scholl
- Laura loanou
- Martin Perlmutter

City of Glendale:

- Aurora Abracia
- Adrian Fieda
- Carl Povilaitis

City of Pasadena:

- Rey Rodriguez
- Dino Barajas
- Phlunté Riddle

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to reestablish the CAC by approving the nominated membership.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AUGUST 19, 2024

REPLACEMENT VEHICLE ACQUISITION AUTHORIZATION

Presented by Lanna Aguilera Senior Manager, Procurement

SUMMARY

The adopted FY 2025 budget includes appropriations to address the acquisition of ten vehicles in the aggregate amount of \$975,000. These appropriations include \$200,000 for an ARFF utility truck, which originally was approved for purchase in FY 2024 and was reprogrammed into FY 2025 due to the long lead time. That vehicle is anticipated to be delivered this November.

Staff recently became aware of the availability of three hybrid engine Police Interceptor SUVs through a State-authorized government fleet vehicle retailer. The Authority's policy is that any acquisition in excess of \$75,000 requires Commission approval prior to execution of a contract. Due to this limitation Staff has issued a Purchase Order, in the amount of \$66,990.95, for just one of the available police vehicles.

Acquisition of replacement vehicles continues to be hampered by limited inventory of new fleet vehicles, supply chain issues, long lead times and the need to respond without delay when a purchase or pre-order opportunity arises. Subject to the recommendation of the Operations and Development Committee at its meeting immediately prior to the Commission meeting, Staff is requesting that the Commission authorize issuance of future Purchase Orders, up to the \$975,000 appropriations limit, for the remaining two Police and six other department vehicles programmed for FY 2025 budget. Subject to the recommendations of the Committee, this item has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

BACKGROUND

Staff continues with efforts to procure the most environmentally sustainable vehicles that meet department operational requirements and the Authority's Air Quality Improvement Plan ("AQIP") goals. The remaining eight vehicles programmed as part of the adopted FY 2025 budget, and the sustainability goal for such vehicles, are as follows:

Vehicle	<u>Sustainability Goal</u>
Two Police SUV Interceptors:	Hybrid
Two Maintenance vehicles:	Hybrid or SULEV
Two Operations vehicles:	Hybrid or SULEV
One Noise & Environmental vehicle:	EV
One Administration vehicle:	EV

Upon new vehicle placement into service, older and less environmentally sustainable vehicles will be retired from the Authority's fleet.

Staff will reach out to all potential fleet vehicle vendors both in government programs and retail. Items required beyond the base acquisition (such as emergency lights, sirens, and specialty equipment) will be procured separately through a bid process as applicable.

FUNDING

The adopted FY 2025 budget includes appropriations in the amount of \$975,000 to provide funding for ten vehicles, including the ARFF utility truck previously approved by the Commission.

As the fiscal year progresses, Staff will provide a status report to the Committee regarding the fleet vehicle inventory.

RECOMMENDATION

With the time sensitivity to respond quickly when vehicles are available to procure, and subject to the recommendation of the Committee at its meeting immediately prior to the Commission meeting, Staff is requesting that the Commission authorize the issuance of Purchase Orders for the remaining eight vehicles authorized within the total adopted FY 2025 budget appropriations of \$975,000.

WASTE HAULING AND RECYCLING SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / American Reclamation, Inc.)

THIS WASTE HAULING AND RECYCLING SERVICES AGREEMENT ("Agreement") is dated September 16, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and American Reclamation, Inc. ("Contractor"), a California corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Contractor as an independent contractor to provide waste hauling and recycling services.

B. Contractor is engaged in the solid waste handling business and represents that it is fully qualified to perform waste hauling and recycling services 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 and in the California Integrated Waste Management Act (Public Resources Code Section 40000 et seq.), the following definitions shall apply for purposes of this Agreement:

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

B. "Contract Administrator": Stephanie Gunawan-Piraner or a duly authorized designee.

C. "Executive Director": Frank R. Miller or a duly authorized designee.

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

E. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

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

G. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

H. "Security Badge Requirements": the security badge requirements set forth in the attached Exhibit D.

I. "Services": the waste pick-up, hauling, sorting, recycling, and disposal services set forth in the attached Exhibit A.

2. Services.

A. Contractor shall perform the Services in accordance with applicable laws, the terms of this Agreement, and the best practices and highest standards of the solid waste handling industry.

B. Contractor shall furnish all containers, vehicles, machines, and equipment required for performance of the Services.

C. Contractor shall immediately report to the Authority any damage to Airport facilities arising out of any act or omission of Contractor or any of its employees, agents, representatives, or independent contractors in connection with the performance of the Services.

3. Term.

A. Base Term. The base term of this Agreement shall commence on October 1, 2024 and expire on October 12, 2026, unless extended or earlier terminated as provided herein.

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

C. Termination. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. The Authority may terminate this Agreement for convenience upon 30 days prior written notice to Contractor.

4. Compensation.

A. The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule.

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

5. Liquidated Damages. The parties acknowledge that as of the time of the execution of this Agreement it is impractical, if not impossible, to reasonably ascertain the extent of damages that will be incurred by the Authority as a result of a failure by Contractor to perform routine pick-ups for 2627 Hollywood Way during the 12:00 a.m. - 5:00 a.m. period. Accordingly, in addition to any other available remedy, the Authority may assess liquidated damages in the amount of \$200 for each such failure by Contractor. The Authority may deduct a liquidated damages assessment from compensation owed to Contractor, or may require Contractor to remit payment for a liquidated damages assessment within 10 days after notice of such assessment.

6. Facility Requirements.

A. Contractor has designated Universal Resource Recovery as the Designated Disposal Site. Contractor shall deliver all solid waste collected at the Airport to the Designated Disposal Site.

B. Contractor has designated American Reclamation Processing Facility as the Designated Recycling Facility. Contractor shall deliver all recyclable materials collected at the Airport to the Designated Recycling Facility. Contractor shall use commercially reasonable efforts to ensure that recyclable materials are used in a manner that is classified as diversion.

C. Contractor has designated Universal Resource Recovery as the Designated Organic Waste Facility. Contractor shall deliver all organic waste collected at the Airport to the Designated Organic Waste Facility. Contractor shall use commercially reasonable efforts to ensure that organic waste is processed and used in a manner that is classified as diversion.

D. Contractor shall ensure that the Designated Disposal Site, Designated Recycling Facility, and Designated Organic Waste Facility are properly permitted and in substantial compliance with applicable law at all times. Contractor shall immediately inform the Executive Director in writing in the event of any non-compliance and the Authority, in its sole discretion, shall have the right to require the use of a different facility selected by Contractor. Under no circumstances, shall a change in one or more of the Designated Disposal Site, Designated Recycling Facility, or Designated Organic Waste Facility constitute a basis for a Fee Schedule amendment.

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

8. Restricted Area Access. Contractor shall not access restricted Airport sites unless in possession of an Authority-issued security badge. Contractor shall be responsible for obtaining security badges for its personnel. Security badges shall only be issued for Contractor personnel who comply with the Security Badge Requirements.

9. Independent Contractor. Contractor is, and shall at all times remain as to the Authority, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability

on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

10. Indemnification.

A. Contractor shall indemnify and hold harmless the Indemnitees from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or in equity of every kind and description (including injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with: (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, subsidiaries, or subcontractors in performing the Services; (2) the failure of Contractor, its officers, employees, agents, subsidiaries, or subcontractors to comply with this Agreement or applicable laws, permits, or licenses; or (3) the performance by Contractor, its officers, employees, agents, subsidiaries, or subcontractors of acts for which strict liability is imposed by law.

B. The foregoing indemnity applies regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is also caused in part by any of the Indemnitees' negligence, but does not extend to matters resulting from the Indemnitees' sole or active negligence, willful misconduct, breach of this Agreement, or violation of law. Contractor shall at its sole cost and expense, upon demand of the Authority, defend (with attorneys acceptable to the Authority) the Indemnitees against any claims, actions, suits in law or in equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the events referenced above.

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

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

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

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

termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority	Contractor
Burbank-Glendale-Pasadena Airport Authority	American Reclamation, Inc.
2627 Hollywood Way	4560 Doran Street
Burbank, CA 91505	Los Angeles, CA 90039
Attn: Stephanie Gunawan-Piraner	Attn: John R. Gasparian, Jr.
E-mail: sgunawan-piraner@bur.org	E-mail: JohnG@americanreclamation.com

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

15. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

16. 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.

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

18. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

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

Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

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

American Reclamation, Inc.

By: John R. Gasparian Jr. Print Name:

£ By: Print/Name: John R. Gasparian

□ Chairperson □ President ≠ Vice President

[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

EXHIBIT A SCOPE OF SERVICES WASTE HAULING AND RECYCLING SERVICES

1. PROJECT DESCRIPTION

The Contractor shall provide waste pick-up, hauling, sorting, recycling, and disposal services (collectively, "Waste Hauling and Recycling Services") for all types of bins at the Airport. As discussed in greater detail below, it is the Authority's goal to minimize the amount of refuse sent to landfills through recycling, composting or other waste management method(s). This agreement includes routine service of the bins described below, with quantity and type subject to change at the Authority's discretion.

The Contractor will be required to establish and follow a routine pick up schedule for all bins within the parameters outlined below, with the exception of "as-needed" pick-ups. The Contractor will be expected to fulfill the requirements, standards and conditions as outlined in its proposal.

2. SCOPE OF SERVICES

The Contractor shall furnish all labor, materials, tools, equipment, supervision and maintain applicable licenses and permits necessary to perform Waste Hauling and Recycling Services at the Airport in a manner that will maintain a neat, orderly and professional appearance of the Airport facilities at all times. The Contractor's service must ensure that the Authority is at all times in compliance with all applicable laws including Assembly Bills 341 (2011) and 1826 (2014) and Senate Bill 1383 (2016), regarding waste diversion requirements.

The Authority currently has a variety of bin types and sizes located in various locations. The Contractor shall provide Waste Hauling and Recycling Services for a mixed waste stream deposited into bins, including providing collection vehicles, personnel, bins and all miscellaneous equipment/supplies necessary to collect, sort, transport, dispose and/or recycle to an off-site facility.

3. CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for the following:

- The Contractor must immediately report any accidents, property damage, environmental hazards, safety issues, and security issues (such as the AOA gate not operating or securing correctly) to the Airport's 24 hour Communications Center at 818-840-9536.
- The Contractor's operators shall be fully trained on proper procedures and safety precautions to be followed in handling, loading, and transportation, in accordance with all applicable laws, so as to prevent accidents or injuries.

- The Contractor shall use appropriate methods, equipment and practices to ensure that collected materials will not blow, fall, or leak out the vehicle during provided services and shall immediately clean up any spillage of any kind.
- The Contractor's drivers must wear uniforms and display their Airport Security badge at all times while on Authority property; drivers shall also possess and maintain a valid California driver's license at all times while on Airport property.
- The Contractor shall be responsible for all disposal fees, hauling permits, taxes, licenses and regulatory fees necessary or applicable to the performance of these services.
- The Contractor must warrant that it has obtained and shall keep in effect, all appropriate regulatory licenses and/or permits required for the duration of the contract, and shall furnish copies without charge to the Authority upon request. Any changes to the status of the Contractor's licenses and permits, including revocation, suspension, failure to renew or expiration of any licenses or permits, which would affect Contractor's ability to perform these services, shall be immediately conveyed by telephone and email to the Authority.
- The Contractor shall assign an Account Manager to act as the single point of contact for performance issues. The Contractor's Account Manager or designee shall be available daily between 5:00 a.m. and 5:00 p.m., shall furnish the Authority with dispatch phone numbers for service calls, and shall respond to urgent service calls in four hours or less.
- From time to time the services outlined might need to be performed in or near Authority airfield operations or active construction areas. All reasonable precautions shall be taken to minimize interference within the work areas. In the event interference may or does occur, the Contractor shall seek direction from the Authority.

4. <u>CONTAINERS</u>

The Contractor shall provide lined containers or bins with lids as detailed below and the routine refuse collection service of the containers as described below. The Authority reserves the right to modify the quantity, size, pickup frequency, service time and location of the containers.

#	Bin Contents	Location	Address	Qty.	Container	Container w/ Wheels	Pick- up/wk	Pickup Days
1	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd.	2	3 yard	Y	1	
2	Mixed, minimal food waste	Hangar 4	4511 W. Empire Ave.	1	4 yard	N	2	3 day intervals
3	Mixed, minimal food waste	Hangar 5	4511 W. Empire Ave.	1	4 yard	N	2	3 day intervals
4	Mixed, minimal food waste	Hangar 37	2800 N. Clybourn St.	1	4 yard	Y	2	3 day intervals

LOCATIONS/QUANTITY/SIZE/FREQUENCY OF PICK UP

5	Mixed, minimal food waste	Gate 435	2800 N. Clybourn St.	2	4 yard	Y	2	3 day intervals
6	Mixed, minimal food waste	Hangar 35	2800 N. Clybourn St.	1	3 yard	N	2	3 day intervals
7	Mixed, minimal food waste	Hangar 45	2800 N. Clybourn St.	1	4 yard	Y	2	3 day intervals
8	Mixed, minimal food waste	Hangar 43	2800 N. Clybourn St.	1	4 yard	Y	2	3 day intervals
9	Mixed, includes food waste	Air Cargo	4209 Empire Ave	4	4 yard	N	6	M-Sa
10	Mixed, includes food waste	Air Cargo	4209 Empire Ave	1	6 yard	N	6	M-Sa
11	Mixed, includes food waste	Avenue A, Terminal A	2627 Hollywood Way	8	4 yard	Y	7	M-Su
12	Mixed, minimal food waste (Overflow bin)	Maintenance Yard	7901 San Fernando Rd.	1	40 yard	Y	As-needed basis	N/A
13	Mixed, minimal food waste (Overflow bin)	Maintenance Yard	7901 San Fernando Rd.	1	10 yard	Y	As-needed basis	N/A
14	Mixed, minimal food waste (Overflow bin)	Hangar 88	2800 N. Clybourn St.	1	4 yard	Y	2	3 day intervals
15	Cardboard	Avenue A, Terminal B	2627 Hollywood Way	3	4 yard	Y	7	N/A

All containers shall be labeled, furnished with lids (including either a device, mechanism or rod to prop lid open), freshly painted, free from graffiti, sealed to prevent leaks and in otherwise excellent condition. The Contractor shall replace or repair any damaged bins within 24 hours at no cost to the Authority, should the Authority determine that a bin requires replacement. If the Contractor damages Authority-owned equipment or compactors, the Contractor shall be responsible for repair or replacing those equipment and compactors at no cost to the Authority.

PICK-UP TIMES AND RESTRICTIONS

The Contractor will be required to provide routine pick up for all containers, with the exception of "as-needed" pick-ups. Due to passenger and operational activity, many of the containers listed above have pre-determined windows during which pickups must occur, these are as follows:

7901 San Fernando Rd.	Between 7:00 a.m. – 3:00 p.m.
4511 W. Empire Ave	Between 7:00 a.m. – 2:00 p.m.
4209 Empire Ave	Between 7:00 a.m. – 2:00 p.m.
2800 N. Clybourn St.	Between 7:00 a.m. – 12:00 p.m.
2627 Hollywood Way	Between 12:00 a.m 5:00 a.m.*

*With respect to the containers/bins located at this location, due to the influx of passenger activity that begins shortly after 5:00 a.m. it is **mandatory** that daily service is completed prior to 5:00 a.m.. The Authority reserves the right to deny access to the storage area should the Contractor be late; however, the Authority has the right to impose a \$200 liquidated damages assessment for each such incident and the Contractor will be required to re-schedule a same day pickup in coordination with Airport Operations.

Following each pick-up, the Contractor shall identify and remove any spilled refuse from the immediate bin (or roadway areas) and broom clean at no cost to the Authority. Should the Authority incur costs associated with the cleanup of overflow refuse in a bin area, the Authority reserves the right to recover those costs from the waste hauler.

The Authority's Airport operations are ongoing on a 24/7 basis and the services detailed herein are required per this schedule, regardless of whether a scheduled day is an otherwise observed holiday. The Authority may, at its sole discretion, elect to omit and/or modify scheduled pick-ups in the non-terminal areas when such pickups would occur on an observed holidays. The Authority Representative shall provide seven day advance written notice to the Contractor of any such schedule modifications.

In such instances that pick-ups were omitted, the Contractor shall identify the number of pick-ups that were omitted or reduced in each designated area for the respective billing period. The quantity shall be extended by the quoted rates herein and shall be reflected on the Contractor's invoice for the same period.

5. <u>RECYCLING SERVICE</u>

The Contractor shall not knowingly transport or sell any Authority waste products to a recycling partner who, in turn, transports the waste out of the continental United States. The Contractor shall provide the recycling facility locations upon Authority's request(s).

6. MANDATORY RECYCLING & DIVERSION REQUIREMENTS

The Contractor shall comply with current and updated Airport Rules & Regulations and Federal, State, and local environmental laws and regulations and the associated amendments. This shall include meeting AB 341 (2011), AB 1826 (2014), and SB 1383 (2016) requirements at no additional charge, including education, outreach, monitoring and reporting as required, and any other information and programs that will assist Authority in meeting local and state requirements for mandatory commercial recycling and diversion compliance.

7. <u>REFUSE SORTING & LANDFILL SERVICE</u>

The Contractor is required to process and sort through ALL contents from bins to an off-site facility. The Authority's refuse shall be sorted by the Contractor for recyclable material prior to it being sent to the landfill. All salvageable recyclable material shall be removed from the landfill

waste stream. The diversion rate (weight content) shall be tracked and transmitted to the Authority with the Waste Diversion Report.

The Contractor shall provide, on a monthly and annual basis, a Waste Diversion Report including landfill locations being used, including addresses and contact information, and shall be responsible for maintaining and updating this information for the Authority. Information shall be sent to the Noise & Environmental Department, Attn: Kyle Porter (kporter@bur.org) on a monthly and yearly basis.

8. <u>SECURITY REQUIREMENTS</u>

The Contractor must have staff that have the ability to obtain an Airport Security badge through the Airport Badging office per the following requirements:

- Maintain and pass a Criminal History Records Check
 - 10 years with no disqualifying convictions
 - The Contractor shall bear all expense associated with processing employees through the Criminal History Records Check and Badging (currently \$60/Applicant, fingerprinting \$30/Applicant). Contact the Administrative Specialist at (818) 840-8833 for more information.
- Pass a Security Threat Assessment.
- The ability to annually renew Airport Security badges.
- Pass all required training, both initial and recurrent, for Airport Security badges.
- Pay all associated fees and fines of the Airport Badging office.
- Remain in good standing with all rules and regulations.

9. VEHICLE AND ACCESS ROAD REQUIREMENTS

The Contractor must provide and operate vehicles that meet required airport safety and security standards as follows:

- Contractor shall provide and maintain insurance coverage meeting the required minimums.
- Vehicles shall be marked with appropriate company decals that are visible from a distance of 20 feet.
- Vehicles shall be enclosed or adequate provisions made for suitable cover to ensure no spillage during transit. In the event of a release or spill, the Contractor shall take appropriate and immediate action to remediate and clean-up any such release or spill.
- Drivers maintain safe driving procedures; vehicles must be operated in a manner that does not compromise the safety of either landside or airside airport operation.
- Service vehicle shall use only Authority-designated AOA access gates and must use city streets to travel between airfield container locations. The use of the airfield service road and aircraft parking ramps is <u>strictly prohibited</u> for travel between container locations, unless approved by the Authority.

10. ADDITIONAL SERVICES

The Contractor shall provide additional bins and/or services when requested by the Authority (e.g., Special Events, etc.). Additional bins and/or services shall be provided at the rates quoted in Attachment D – Fee Schedule. Delivery shall be within 24 hours of notification at the specified location(s).

EXHIBIT B Fee Schedule



EXHIBIT B RFP No. NE19-01: WASTE HAULING AND RECYCLING SERVICES FEE SCHEDULE

*The Fee Schedule Offer pricing shall be firm, fixed price, all-inclusive, and shall include, without limitation, all costs for furnishing and transporting the containers for each designated, requested location, waste pick-up, waste disposal fees, including any 3rd party fees, labor, equipment, PPEs, uniforms, regulatory fees and permits, insurance and equipment maintenance, fuel, fuel surcharges, trip charges except where indicated as an "additional pick-up" within the Fee Schedule, general and administrative support costs, materials, mileage, overhead(s), profit, supplies, sale and use taxes, shipping and handling, etc. Labor pricing shall contemplate all planned and unplanned wage changes and shall be firm for a 3 year period. Any increases in minimum wage rates shall have been contemplated in the Fee Schedule Offer.

#	Bin Contents	Location	Address	Qty.	Container	Pick- up/wk	Monthly Fee (hold firm for 3 years)	Each Add'l Pick-up per Container
1	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd.*	2	3 yard	1	\$ 175.63	\$35.00
2	Mixed, minimal food waste	Hangar 4	4511 W. Empire Ave.	1	4 yard	2	\$ 234.17	\$ 45.00
3	Mixed, minimal food waste	Hangar 5	4511 W. Empire Ave.	1	4 yard	2	\$ 234.17	\$45.00
4	Mixed, minimal food waste	Hangar 37	2800 N. Clybourn St.	1	4 yard	2	\$ 234.17	\$45.00
5	Mixed, minimal food waste	Gate 435	2800 N. Clybourn St.	2	4 yard	2	\$ 468.34	\$45.00
6	Mixed, minimal food waste	Hangar 35	2800 N. Clybourn St.	1	3 yard	2	\$ 175.63	\$ 35.00
7	Mixed, minimal food waste	Hangar 45	2800 N. Clybourn St.	1	4 yard	2	\$ 234.17	\$ 45.00
8	Mixed, minimal food waste	Hangar 43	2800 N. Clybourn St.	1	4 yard	2	\$ 234.17	\$45.00
9	Mixed, includes food waste	Air Cargo	4209 Empire Ave	4	4 yard**	6	\$2,810.08	\$45.00
10	Mixed, includes food waste	Air Cargo	4209 Empire Ave	1	6 yard**	6	\$1,053.78	\$60.00
11	Mixed, includes food waste	Ave. A	2627 Hollywood Way	8	4 yard**	7	\$6,556.85	\$45.00
12	Cardboard	Avenue A, Terminal B	2627 Hollywood Way	3	4 yard	7	\$2,458.82	\$25.00

13 Mixed, minimal food waste	Hangar 88	2800 N. Clybourn St.	1	4 yard	2	\$ 234	17	\$45.00
		TOTAL PRICE PER	MONTI	I ALL LOCAT	FIONS:	\$ 15,104	4.15	
YEAR ON	YEAR ONE NOT-TO-EXCEED TOTAL ALL LOCATIONS: \$181,249.80							
YEAR TW	O NOT-TO-EX	IONS:	\$ 181,249.	80				
YEAR THRE	E NOT-TO-EX	IONS:	\$ 181,249.	80				
THREE YEARS	NOT-TO-EXCI	EED TOTAL ALL LOCATI	ONS:	\$ 543,749.	40			
		PRICE IN WO	RDS: Fiv	ve Hundred Forty	Three Thou	sand Seven H	undred Fo	orty Nine Dollars and Forty Cen

OVERFLOW BINS - WASTE HAULING ON AN AS-NEEDED BASIS

#	Bin Contents	Location	Address	Qty.	Container	Collection Schedule	Rate per Pull
14	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd. *	1	40 yard	Services by Phone/Email request-12 hour response	\$1,175.00
15	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd. *	1	10 yard	Services by Phone/Email request-12 hour response	\$1,175.00

*7901 San Fernando Rd. - Waiver to Recycle exclusive franchise system for the City of Los Angeles address is pending.

**Locations 9, 10 &11 require device to prop dumpster lid open while trash is being deposited into the container without the use of hands.

ADDITIONAL EQUIPMENT AS NEEDED

(fees include delivery and removal of container)

Container	Rate per Pull
2 yard	\$ 250.00
3 yard	\$ 350.00
4 yard	\$ 450.00
6 yard	\$ 550.00
10 yard	\$1,175.00
40 yard	\$1,175.00

*For Options Years 4 & 5 automatic labor rate adjustments shall be made each year by the Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Riverside-Orange County statistical area (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI-U is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used.

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

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

Contractor Name: American Reclamation, Inc.
Authorized Signature:
Name: John R. Gasparian, Jr.
Title: Vice President and General Manager
Date: 5/28/2024

EXHIBIT C Insurance Requirements

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

A. General Liability Insurance. Contractor shall maintain commercial general liability insurance in an amount not less than \$5,000,000.00 per occurrence, \$5,000,000.00 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000.00 combined single limit for each accident.

C. Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.00.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Contractor shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

EXHIBIT D Security Badge Requirements

BADGING/SECURITY REQUIREMENTS

AIRPORT BADGING PROGRAM

The following information must be provided to the Airport Badging Office before any type of Airport badge and access may be issued:

- 1. An Airport Badging Request Form must be completed with information regarding Authorized Signers for the company.
- 2. Authorized Signers may be designated to sign for all badging applications with samples of their signatures provided to the Airport Badging Office. An Authorized Signer is responsible for authorizing and maintaining all Airport badge holders within the company. Each Authorized Signer must successfully complete a Criminal History Records Check ("CHRC"), Security Threat Assessment ("STA") and appropriate training before they are allowed to sign employees' Airport badge applications.
- 3. Company phone numbers for verification purposes.
- A brief description of the area where access is required.
- 5. All employees requiring unescorted access and vehicle driving privileges to the worksite must submit to a CHRC and STA a minimum of two weeks prior to project start date. The badging process requires two separate appointments with the Airport Badging Office.
 - a. The first appointment consists of the fingerprinting process for the Criminal History Records Check ("CHRC") and Security Threat Assessment ("STA").
 - i. Employees must bring in two forms of I.D., one of which must be a current government issued photo I.D. and another which shows eligibility to work in the United States. Names must be the same on both I.D.'s and original copies. A current driver's license is required for any applicant to obtain driving privileges.
 - ii. Employees must have a signed Badging Application with the Authorized Signer's signature in blue or black ink only (wet signatures, no copies or scanned signatures).
 - b. If applicants successfully complete these requirements, they will need to schedule a second appointment for the two hour airport security and

driver's training videos with the Airport Badging Office. Applicants will be badged upon successful completion of the training videos and may be eligible to escort other employees on the work site.

- 6. The Security/Badging Office is open from Monday through Friday 8:00 a.m. to 4:00 p.m. Last appointment time is 3:30 p.m.
- 7. The Contractor shall bear all expenses associated with badge processing of each employee (currently \$30 fingerprinting fee and a \$60 new applicant fee), due and payable to the Airport Badging Office at the first appointment. The Authorized Signer will schedule appointments with the Airport Badging Office. The Airport Badging Office can also be contacted at (818) 729-2233 for more information.
- 8. The Contractor and employees shall bear all expenses, fees or fines associated with violations of Airport Rules and Regulations.

Employees that are approved to have an airport badge with driving privileges must show a valid DRIVERS LICENSE before processing can begin.

At the completion of the project ALL badges issued to the contractor or subcontractor shall be returned to the Airport Badging Office. Failure to return the airport badges will result in forfeiture of retention payment, up to the amount of \$150.00 per badge not returned.

Gate access and driving privileges on the AOA must be approved by the Airport Engineer or his/her designated representative. Upon approval, all vehicles must bear company logos on both sides.

The field driving privilege is contingent upon compliance with all rules and regulations as stipulated by the Airport Authority. Infractions of the Motor Vehicle Rules and Regulations of the Authority will result in an immediate escort off airport property and may result in the assessment of runway/taxiway incursion liquidated damages, as identified above.

REQUIRED SECURITY TRAINING

Any project involving access to the Security Identification Display Area (SIDA) requires the following:

Security training pursuant to 49 Code of Federal Regulation Part 1542 must be received by sufficient personnel to ensure that at least one individual who has received the training is present at the job site at all times.

Security training is offered through the Airport Badging Office and can be scheduled with the appropriate Authorized Signer.

SECURITY AGREEMENT

Contractor will be required to execute an agreement outlining Contractor responsibilities in relation to airport security. As part of said agreement, Contractor is required to develop a "Contractor Security Program" denoting specific steps to be taken to insure compliance with the Airport Security Program. Assistance in developing the "Contractor Security Program" is available from the Airport Security Program Administrator. Approval of the "Contractor Security Program" must be obtained from the Airport Security Program Administrator of the start date of the project.

SIDA AND STERILE AREA MAPS

After the execution of an Agreement, copies of maps will be made available identifying these areas.

SIDA ACCESS

Access on or near runways or taxiways or the Security Identification Display Area ("SIDA") and Sterile Areas of the passenger terminals is **absolutely prohibited**, except with continuous escort by an authorized agent of the Authority. The SIDA is a restricted area of the airfield in the vicinity of the terminal and cargo buildings. The Sterile Areas of the terminals are the passenger holding areas past TSA security checkpoint.

THE PARTIES AGREE THAT UNAPPROVED VEHICULAR INCURSIONS OR PEDESTRIAN ACCESS TO A RUNWAY OR TAXIWAY OR SIDA OR STERILE TERMINAL AREAS WILL RESULT IN SUBSTANTIAL DAMAGES TO THE AUTHORITY, BUT THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES. THEREFORE, THE PARTIES AGREE THAT A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES TO BE SUFFERED BY THE AUTHORITY IS FIVE THOUSAND DOLLARS (\$5,000) PER INCURSION. THE LIQUIDATED DAMAGES PROVISION IS LIMITED TO DAMAGES FOR DISRUPTION IN AIRPORT OPERATIONS AND/OR SECURITY AND SHALL NOT APPLY TO ANY DAMAGES TO PROPERTY OR PERSONAL INJURY ARISING OUT OF ANY INCURSION, AND THE CONTRACTOR SHALL BE FULLY LIABLE FOR THE FULL AMOUNT OF ALL OF SAID DAMAGES.

Failure to abide by Airport Rules and Regulations, safety and security programs may result in temporary suspension of the work at the Contractor's expense, a notice of Violation followed by formal investigation by the Airport, and/or monetary fines, badge suspensions or revocations. In addition to the above liquidated damages, any fines assessed to the Authority by the FAA or TSA if the Contractor is caught in violation shall be reimbursed to the Authority by the Contractor.

EXHIBIT E Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

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

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

2. <u>Civil Rights – Title VI Assurance</u>

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

part.

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

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.

JANITORIAL SERVICES AGREEMENT

BETWEEN

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

AND

C&W FACILITY SERVICES INC.

THIS JANITORIAL SERVICES AGREEMENT ("Agreement") is dated August 19, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and C&W Facility Services Inc. ("Contractor") a, Massachusetts corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Contractor as an independent contractor to provide janitorial services.

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

NOW, THEREFORE, the parties agree as follows:

1. Engagement of Contractor. The Authority engages Contractor to provide the Services in the Service Areas as described and upon the terms and conditions set forth in this Agreement, and Contractor accepts such engagement.

2. 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. "Authority Parties": collectively the Authority, TBI Airport Management Inc., the Cities of Burbank, Glendale, and Pasadena, California and their respective commissioners, council members, officers, directors, employees, agents, and representatives.

C. "Claims": all claims, demands, actions, proceedings, causes of action, damages, judgments, awards, settlement amounts, penalties, fines, assessments, charges, fees (including attorney fees and court fees), forfeitures, losses, liabilities, obligations, costs, and expenses.

D. "Contract Administrator": the Authority's Director of Maintenance and Engineering or such person's designee.

E. "Contractor Manager" means Juan Carlos Martinez.

F. "Contractor Parties": collectively Contractor and its officers, directors, employees, agents, representatives and subcontractors and any other persons and entities for whose acts or omissions Contractor is responsible.

G. "Existing Passenger Terminal": passenger terminal in the southeast quadrant of the Airport.

H. "Extraordinary Conditions": occurrences, incidents, or situations involving circumstances beyond the reasonable control of Contractor. "Extraordinary conditions" includes

earthquake damage, fire damage, and structural construction undertaken by the Authority or any tenants, licensees, or other users of the Airport.

I. "FAA": Federal Aviation Administration.

J. "Federal Requirements": the federal requirements set forth in the attached Exhibit I, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the FAA.

K. "MSDS": Material Safety Data Sheet.

L. "Replacement Passenger Terminal": passenger terminal being constructed in the northeast quadrant of the Airport.

M. "Services": the janitorial services described in the attached Exhibit A.

N. "Service Areas": the Airport facilities identified in Exhibit B.

O. "Special Cleaning Conditions": incidents or situations involving emergency or unforeseen circumstances, other than extraordinary conditions, that may develop at the Airport. "Special cleaning conditions" includes broken glass, overflowing toilets, and cleaning and remodeling projects.

P. "Toxic Materials": any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials, or substances whose handling, storage, release, transportation, or disposal either: (i) is or becomes prohibited or regulated by a government agency; or (ii) is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment.

Q. "TSA": Transportation Security Administration.

3. Term.

A. Base Term. The base term of this Agreement shall commence on November 1, 2024 and expire on October 12, 2026, unless extended or earlier terminated as provided herein.

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

4. Fees.

A. Monthly Fee. The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment of a monthly fee in the amount of One Hundred Eighty-Eight Thousand, One Hundred Forty-Seven Dollars and

Seventy-Seven cents (\$188,147.77) ("Monthly Fee") subject to deductions authorized by this Section.

B. Additional Fee. In the event that Contractor performs Services in response to any extraordinary conditions during any calendar month, the Authority shall pay to Contractor, in addition to the Monthly Fee for such calendar month, an additional fee ("Additional Fee") which shall be an amount equal to (i) the lesser of (a) the number of hours over and above the total monthly hours for the performance of Services specified in this Agreement which were required for the performance of Services in response to the extraordinary conditions, as determined by the Authority, in its sole discretion, or (b) the number of hours over and above the total monthly hours for the performance of Services specified in this Agreement during which Contractor actually performed Services in response to the extraordinary conditions, multiplied by (ii) the hourly rates of compensation for the category of the employees of Contractor required to perform such Services, which hourly rates are set forth in the attached Exhibit G.

C. Fee Deductions.

i. The Authority may deduct a proportionate amount from the monthly service charge in the event that Contractor does any of the following: (i) fails to meet the agreed-upon monthly service hours for any given month; (ii) fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract; (iii) performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or (iv) fails to carry on the work in an acceptable manner. The deduction amount shall be calculated based on the shortfall of service hours as compared to the agreed-upon monthly service hours, and shall also include all other identified shortfall, including equipment, training, and other charges. Alternatively, the Authority may take the execution of the work out of the hands of Contractor and appropriate or use any or all materials and equipment that have been mobilized for use in the work and may enter into an agreement for the completion of the work, or use such other methods as in the opinion of the Authority will be required for the completion of the work in an acceptable manner. All costs and charges incurred by the Authority, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then Contractor shall be liable and shall pay to the Authority the amount of such excess.

ii. Contractor acknowledges that the deduction shall be a fair and reasonable measure to compensate the client for the reduced level of service. Contractor further agrees that the deduction is not intended to serve as a penalty, but rather as liquidated damages to reflect the actual service provided.

iii. The Authority shall provide notice to Contractor regarding any deductions made from the monthly service charge, clearly stating the reason for the deduction and the amount

deducted. Such notice shall be given within a reasonable period following the end of the month in which the shortfall in service hours occurred.

iv. Contractor shall have the opportunity to address any concerns or disputes related to the deduction in a timely manner. If Contractor can demonstrate justifiable reasons for the shortfall in service hours, the Authority may revise the deduction or take alternative actions.

D. Additions and/or Deletions. The Authority shall have the right at any time to add other premises of the Airport to any of the Service Areas, or to delete or relocate some or all of existing portions of any Service Areas, by delivering written notice to Contractor. In the event of any such addition, deletion or relocation, the Monthly Fee shall be adjusted based upon the addition or reduction in number of monthly hours described in Exhibit A that are required for the performance of Services in such expanded, reduced, or relocated Service Areas, as determined by the Authority, in its sole discretion, and the applicable compensation rate per hour set forth in Exhibit G.

E. Passenger Traffic Fluctuation Rate Adjustment. If at any time the annual passenger throughput at the Airport has dropped by more than 10% compared to the prior 12-month period, then the parties shall negotiate in good faith an amendment to this Agreement to provide a reasonable reduction of the Monthly Fee and the hourly rates set forth in Exhibit G.

F. Month-to-Month Extension Period Rate Adjustment. If the Authority exercises the month-to-month extension option specified in Section 3(B), then the parties shall negotiate in good faith an amendment to this Agreement to provide a reasonable increase of the Monthly Fee and the hourly rates set forth in Exhibit G for the month-to-month extension period.

G. Invoices. Contractor shall submit monthly invoices to the Authority for the Services, together with the weekly cleaning schedules and service records signed by Contractor and the Authority's representative as described in Section 6 below. Each invoice shall itemize the work performed during the billing period and the amount due. In the event Contractor performs Services in response to extraordinary conditions during any calendar month, Contractor shall set forth in Contractor's invoice for such calendar month a description of the Services performed, the number of hours in excess of the hours per month specified in Exhibit A during which Contractor actually performed such Services, and the number and category of employees of Contractor who performed such Services. Within 10 business days of receipt of each invoice, the Authority shall notify Contractor in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

H. Inspection and Audit. Contractor shall maintain all of its books and records relating to the hours of service, composite wage rates, including direct and indirect payroll, and cost of machines, equipment, supplies and materials used in the performance of the Services at all times during the term and for a minimum period of three years following expiration or termination of this Agreement. 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.

5. Services.

A. Daily Services. Contractor shall provide all of the Services in the respective Service Areas with the applicable minimum frequency specified in Exhibit A.

B. Miscellaneous Services. Contractor shall provide additional Services to other airport properties on an as needed basis. This Miscellaneous Services work will be done on a time and materials basis (hourly rates) at the contractual price listed in Exhibit G.

C. Overtime Work: Contractor acknowledges and agrees that overtime work may be required to fulfill the obligations under this contract. Contractor shall not include overtime hours as part of the agreed-upon regular monthly hours of service. Due to the nature of the work associated with Airport time restrictions, Contractor may not use overtime hours incurred to justify shortage in staffing and/or shortfall in regular service hours unless Contractor can demonstrate that satisfactory level of service is maintained and all the required contract specifications are met. For example, the time taken for work that needs to be done only after hours, such as carpet cleaning, cannot be substituted with overtime hours during the day unless the specific work takes place.

6. Specifications.

A. Performance Standard. Contractor shall perform the Services and comply with the other provisions of this Agreement so as to provide at all times an exceptionally attractive and clean environment at the Airport for the use of the traveling public. The Services shall be performed in strict conformity with best practices and highest standards applicable to the janitorial maintenance industry.

B. Equipment. Contractor shall furnish all new machines and equipment required to perform the Services. Contractor shall keep and maintain such machines and equipment in good operating condition and repair at all times. Contractor shall not use any machines or equipment in connection with the performance of the Services without obtaining the Authority's prior written approval. The Authority may inspect the machines and equipment used by Contractor in the performance of the Services on 24 hours prior written notice. In the event of any defect or damage to any such machines or equipment, Contractor shall repair or replace the machine or equipment promptly, but in no event, more than 24 hours after the occurrence of the defect or damage.

C. Supplies.

i. Purchase. Contractor shall be responsible for the selection, purchase, storage, and inventory of all supplies consumed in the performance of the Services. Contractor shall provide the Authority with a monthly Supplies Inventory Report ("SIR") listing the starting inventory, items purchased during the month, and an ending inventory. The Authority shall

reimburse Contractor monthly for the direct, actual cost of supplies purchased on the basis of satisfactory monthly inventory reports and supporting documentation, paid invoices, etc.

ii. Authority Approval. All supplies used in the performance of the Services shall be subject to the written approval of the Authority prior to being used at the Airport. The Authority may require that Contractor substitute, modify, or alter such supplies.

iii. Safety of Cleaning Supplies and Materials. Upon the Authority's request, Contractor shall deliver or otherwise make available to the Authority samples for the testing of any cleaning supplies or materials used by Contractor in the performance of the Services. Such samples may be taken, at the discretion of the Authority, from the supplies or materials being used on the job or from any containers of such supplies or materials stored at the Airport. Contractor shall use only cleaning supplies and materials that are labeled and are identifiable by a brand name and bear an MSDS as approved by the Department of Labor. Contractor shall maintain a current MSDS inventory list of all cleaning supplies and materials and forward copies to the Authority. No supplies, materials, treatments, or procedures shall be used on or applied to any floors, stairways, ramps, sidewalks, or other walkway areas that would cause or contribute to causing such surfaces to be slippery or otherwise unsafe to walk upon. Nor shall any supplies, materials, or treatments be corrosive or deleterious to the surfaces or materials to be cleaned.

D. Restrooms.

i. General. Contractor shall clean all restroom portions of the Service Areas in accordance with the specifications set forth in the attached Exhibits A though E. Contractor shall make a daily pre-opening inspection of all restroom portions of the Service Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the specifications and to assure readiness for use. In addition to the pre-opening inspection, all restrooms will be checked, cleaned as necessary, and re-stocked with supplies routinely throughout the operating day. Documentation of such inspections shall be in the form of an "Airport Restroom Service Record" in substantially the form of the attached Exhibit F. Contractor shall provide the Authority copies of the Airport Restroom Service Records on a weekly basis.

ii. Supplies. All required towels, toilet tissue, hand soap, sanitary napkins, restroom deodorizers and similar supplies required for use in the restroom portions of the Service Areas shall be furnished by Contractor. Contractor shall maintain an adequate inventory of supplies to meet the demands of the Airport and shall insert such supplies in the dispensers as needed. The Authority shall maintain all restroom mechanical dispensers for proper mechanical operation. Contractor shall immediately notify the Authority of any defects or other problems discovered with respect to the operation of these mechanical dispensers.

iii. Authority Inspection. The Authority shall have the right to make periodic, unscheduled inspections of the restrooms. The Authority shall keep a record of such inspections. The Restroom Inspection Forms shall be kept on file at the Authority's office.

E. Terminal Area.

i. General. Contractor shall clean all Terminal Areas in accordance with the specifications set forth in the attached Exhibits A through E. Contractor shall make a daily pre-

opening inspection of all Terminal A & B Sterile Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the specifications and to assure readiness for use. In addition to the pre-opening inspection, all Terminal Areas will be checked, cleaned as necessary and routinely throughout the operating day. Contractor shall provide the Authority copies of the Service Records on a weekly basis.

ii. Supplies. All required towels, dusting supplies, window cleaning supplies, cleansers, spot cleaners, disinfectant sprays, degreasers, garbage bags, and other similar supplies required for use in the Terminal Areas shall be furnished by Contractor. Contractor shall at all times during the term maintain an adequate inventory of supplies to meet the demands of the Airport.

iii. Equipment. All required equipment including mops, buckets, brooms, dust mops, dusting apparatus, squeegees, vacuums, carpet cleaning machines, extension poles, electrical cords, supply carts, and other similar equipment required for use in the Terminal Areas shall be furnished by Contractor. Contractor shall at all times maintain an adequate inventory of properly maintained equipment to meet the demands of the Airport.

F. Terminal Site.

i. General. Contractor shall clean all Terminal Site Areas in accordance with the specifications set forth in the attached Exhibits A through E. Contractor shall make a daily pre-opening inspection of all Terminal Site Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the specifications and to assure readiness for use. In addition to the pre-opening inspection, all Terminal Site Areas will be checked, cleaned as necessary and routinely throughout the operating day. Contractor shall provide the Authority copies of the Service Records on a weekly basis.

ii. Supplies. All required towels, dusting supplies, window cleaning supplies, cleansers, spot cleaners, disinfectant sprays, degreasers, garbage bags, and other similar supplies required for use in the Terminal Site Areas shall be furnished by Contractor. Contractor shall at all times maintain an adequate inventory of supplies to meet the demands of the Airport.

iii. Equipment. All required equipment including mops, buckets, brooms, dust mops, dusting apparatus, squeegees, vacuums, carpet cleaning machines, extension poles, electrical cords, supply carts, and other similar equipment required for use in the Terminal A & B Lobby and Hallway Areas shall be furnished by Contractor. Contractor shall at all times during the term maintain an adequate inventory of properly maintained equipment to meet the demands of the Airport.

G. Walk Off Mats. Contractor shall place acceptable walk off mats at each entrance of each terminal building of the Airport (including each landside and airside entrance) so as to provide the highest degree of cleanliness consistent with the terms and conditions of this Agreement.

H. Coin Operated Vending Machines. Contractor shall be responsible for keeping the coin operated vending machines in the restroom portions of the Services Areas supplied with the appropriate items. The Contractor is also responsible for the collection of deposited monies in

such coin operated vending machines and is required to turn collected monies over to the Authority.

I. Parking Lot Cashier and Valet Service Center. Contractor shall be responsible for maintaining the areas in and around all parking lot cashier booths and the Valet Service Center located in the Airport.

J. Carpet Cleaning.

i. General. All carpeting located in the Service Areas shall be cleaned (including shampooing, spot cleaning, and routine vacuuming) in accordance with the specifications set forth in the attached Exhibits A through E. Any additional cleaning frequency shall be based on need.

ii. Routine Vacuuming and Spot Cleaning. In the event that Contractor performs routine vacuuming and spot cleaning of the carpet which the Authority determines is not in accordance with the manufacturer's recommended procedures, warranty conditions, or the specifications, or otherwise is unsatisfactory to the Authority, the Authority shall have the right to delete the vacuuming and spot cleaning of the carpet as part of the Services and to reduce the Monthly Fee.

K. Office Areas. Contractor shall clean the Authority's office area in accordance with the specifications set forth in the attached Exhibits A through E, at the minimum frequency set forth. In performing such cleaning Services, Contractor shall not move any files, papers or documents on any furniture or floor areas in any portions of the Authority's office area.

L. Other Areas. All portions of the Service Areas not specifically described in this Section shall be cleaned in accordance with the specifications and at the minimum frequency set forth in Exhibits A through E.

M. Special Cleaning Conditions. Contractor shall immediately respond to any and all special cleaning conditions which arise in order to maintain the Service Areas in accordance with the requirements of this Agreement. Contractor's compensation for the performance of Services in response to special cleaning conditions shall be included in the Monthly Fee payable to the Contractor.

N. Extraordinary Conditions. Contractor's sole compensation for the performance of any and all Services in response to extraordinary conditions shall be the Additional Fee payable to Contractor pursuant to Section 4.B.

O. Inspection and Monitoring. Contractor shall be required to continuously inspect and monitor the Service Areas to verify that the Services are being performed, and the Service Areas are being maintained, in accordance with this Agreement.

P. Training. Contractor agrees that its employees and subcontractors who perform the Services shall be properly trained and qualified to perform the Services. All of Contractor's

employees and subcontractors who perform the Services shall do so in a careful and efficient manner consistent with the highest standards in the janitorial maintenance industry.

Q. Contractor Manager. Contractor Manager shall provide administration of the Services and will respond to operational issues and/or emergencies. Contractor Manager is authorized to receive and act upon instructions given by the Authority pursuant to this Agreement, and Contractor agrees that notice to Contractor Manager shall constitute notice to Contractor, and all representations, warranties and agreements made by Contractor Manager shall be binding upon Contractor. Contractor Manager shall be present at the Airport at all times during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. An alternative employee or employees designated by the Contractor shall be required to serve as its substitute on-site manager(s) and such substitute manager(s) shall have the same authority, duties and responsibilities as Contractor Manager, including being required to be present at the Airport at all times other than 8:00 a.m. to 5:00 p.m., Monday through Friday.

R. Coordination with Work of the Authority and Other Contractors. Contractor shall coordinate the performance of the Services with the performance of other services or work by the Authority or any tenants, licensees, or other users of the Airport or any of their respective employees or contractors. Contractor shall take all necessary precautions to protect the work or services performed by the Authority or any tenants, licensees, or users of the Airport or any of their respective employees or contractors from damage caused by the performance of the Services.

S. Laws, Permits, Fees and Notices. Contractor hereby represents and warrants that Contractor has, and Contractor covenants and agrees to maintain in effect at all times during the term, all permits, licenses and approvals required for the performance of the Services. Contractor shall comply with the Federal Requirements and all applicable law in connection with the performance of the Services.

T. Employees. Contractor shall at all times provide a sufficient number of properly skilled personnel to perform the Services pursuant to this Agreement. All matters pertaining to the hiring, employment, engagement, supervision, compensation, promotion, and discharge of Contractor's employees and subcontractors are the sole responsibility of Contractor. Contractor shall not enter into any contract causing or purporting to cause any person to be an employee or independent contractor of the Authority. Notwithstanding the foregoing, in the event that the Authority disapproves of any of Contractor's employees or any subcontractors, Contractor shall remove such employee or subcontractor from the performance of Services and shall replace such employees and subcontractors to wear uniforms, approved by the Authority, at all times while performing the Services.

U. Damage to Property. Contractor will immediately report to the Authority any and all damage to the Service Areas or any other premises or facilities of the Airport or any equipment, fixtures, furnishings or property located in the Service Areas, or any other premises of the Airport arising out of, resulting from or relating to the acts or omissions of Contractor Parties in connection with the performance of the Services. In addition to any and all other remedies available to the Authority, Contractor shall be responsible for the full amount of the costs and expenses of repairing such damage.

V. Waste Disposal. Wastebasket refuse, rubbish, including sweepings, vacuum cleaner dust and waste resulting from performance of the Services shall be disposed of by Contractor in accordance with the instructions of the Authority and all applicable laws.

W. Weekly Report. At the end of each week, Contractor shall provide the Authority with a weekly written report of the Services performed by Contractor during such week. This report is the Cleaning Schedule and Service Record for each Service Area and shall show those items listed on Exhibit B which were performed during such week. Each weekly report shall be in substantially the form of Exhibit A and must be signed by an authorized representative of the Authority upon its determination that the Services described in the weekly report have been performed in accordance with this Agreement; provided, however, that the execution of a weekly report by the Authority's authorized representative shall not constitute a waiver or release of Contractor's obligations under this Agreement. Copies of the weekly reports for each calendar month during the term of this Agreement, signed by the Authority's authorized representative, must be included with Contractor's monthly invoice to the Authority.

X. Inspection. The Authority will conduct weekly inspections of the Service Areas with Contractor, using the Cleaning Schedule and Service Record and/or the Restroom Inspection Form to ascertain the quality and acceptability of the Services provided. Any discrepancies found in such an inspection shall be reported to Contractor in writing. Contractor's representative shall then submit to the Authority, immediately after any such inspection, a written list of corrective action taken for all deficiencies or defects noted by the Authority during such inspection. Such deficiencies shall be corrected immediately by Contractor. Any failure by the Authority to make a daily inspection of the Airport facilities in accordance with this Section shall not be deemed a waiver of its right to cause Contractor to correct any such unsatisfactory work.

7. Schedule of Performance. Contractor shall perform major work generally between the hours of 10:00 p.m. and 5:00 a.m., with continual monitoring and light duty items done throughout the day (5:00 a.m. to 10:00 p.m.), as itemized on Exhibit A and B. Contractor shall perform the cleaning of certain Service Areas so as not to interfere with any Airport operations of the Authority or any of its tenants, licensees or other users.

8. Maintenance of Airport Services. Neither Contractor nor its employees shall hinder, delay, limit, or suspend the continuity of the Airport's function, operation, or service in any manner that would invalidate the Airport operating certificate. Contractor shall not in any manner coerce, intimidate, instigate, endure, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone or encourage any employee to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concerted work stoppage. In the event any of the above-described actions occur, Contractor shall be obligated to continue to perform the Services which are the subject of this Agreement.

9. Airport Rules and Regulations. Contractor shall comply with the Airport Rules and Regulations. Contractor acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Contractor may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Contractor

or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

10. Security. Contractor shall comply with the Airport's security requirements, the requirements of the Department of Homeland Security, and the requirements of the TSA as they relate to individual employee background checks and the issuance of identification badges. The requirements may be determined by accessing the TSA website at <u>www.tsa.gov</u>.

11. Indemnification.

A. General. Contractor will accept the full responsibility for and shall defend, indemnify, and hold harmless the Authority Parties from and against any and all Claims (i) arising out of, resulting from, or relating to any acts or omissions of the Contractor Parties in connection with the execution or performance of this Agreement (including any breach or failure to perform this Agreement); or (ii) made by or on behalf of the Contractor Parties arising out of their employment or work pertaining to the this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

B. FAA and TSA Requirements. Punitive fines, levies, or assessments imposed on the Authority by the FAA or the TSA for violations of federal regulations shall be thoroughly investigated by the Authority. Upon those instances found to be based upon the negligence or error of any of the Contractor Parties, such fines, levies or assessments shall be paid by Contractor without limitation and shall be remitted to the Authority, in full, within 30 days of notification of Contractor by the Authority, failing which the Authority may deduct the amount of any such fines, levies or assessments from the Monthly Fee and/or Additional Fee payable to Contractor.

12. Insurance.

A. General. Contractor shall maintain in effect, at its own expense, insurance from insurers acceptable to the Authority protecting Contractor, the Contractor Parties and the Authority Parties against Claims for bodily injury (including personal injury) and property damage (including loss of use thereof) arising out of, resulting from or relating to any acts or omissions by Contractor Parties in connection with the performance of this Agreement. Each insurance policy required to be maintained by the Contractor shall be obtained from an insurance company authorized to conduct business in California and having a rating of not less than A VIII in A.M. Best's Insurance Guide. The types of insurance coverage as well as the minimum amounts of such coverage shall be as follows:

i. Commercial General Liability. Commercial general liability insurance written on an occurrence basis in an amount not less than Two Million Dollars (\$2,000,000) for each occurrence and in the annual aggregate. Such coverage shall include premises/operations, broad form contractual, independent contractors, broad form property damage and personal injury.

ii. Automobile Liability. Automobile liability insurance covering all owned, non-owned and hired vehicles written on an occurrence basis in an amount equal to Five Million

Dollars (\$5,000,000) combined single limit for each occurrence for bodily injury, death and property damage.

iii. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance in the following minimum amounts:

Bodily injury by accident - \$1,000,000 – each accident Bodily injury by disease - \$1,000,000 – policy limit Bodily injury by disease - \$1,000,000 – each employee

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

Insert Employer's Umbrella at additional \$1,000,000

iv. Contractual Liability. Contractual liability coverage covering Contractor's indemnification obligations under this Agreement.

v. Excess Liability. Excess (or umbrella) liability insurance written on an occurrence basis in an amount equal to Three Million Dollars (\$3,000,000) per occurrence and in the annual aggregate in excess of the required liability insurance.

Β. Certificate. Within 10 days after award of this Agreement by the Authority, Contractor shall deliver to the Authority certificates of insurance evidencing that insurance has been purchased by Contractor as required in this Section and copies of endorsements requiring (i) at least 30 days prior written notice sent by registered mail to the Authority of any cancellation, non-renewal, or reduction in coverage, and (ii) with respect to the commercial general liability, automobile liability, employer's liability, contractual liability, and excess liability insurance of Contractor, naming (a) the Contractor Parties as named insured, and (b) the Authority Parties as additional insured (utilizing the 1997 Insurance Services Office form CG 20 10 Additional Insured endorsement or another form approved in writing by the Authority). The failure of Contractor to provide such certificates of insurance, together with such endorsements, or the subsequent receipt by the Authority of a notice of cancellation, non-renewal or reduction in coverage under the insurance policy(ies) by Contractor's insurance company(ies), unless Contractor replaces such coverage with comparable coverage with an insurer who meets the criteria of this Section within the 30 day period, shall constitute a default under Section 14(B)(ii) of this Agreement. All insurance required to be maintained by Contractor pursuant to this Section shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Authority Party and all policies shall be endorsed to this effect. All policies of insurance required and provided by Contractor under this Section shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against the Authority Parties.

13. Toxic Materials.

A. Prohibition. Contractor shall not cause or permit any toxic materials to be brought onto, stored, used or disposed of in, on or about the Service Areas by Contractor Parties without

the prior written consent of Authority, which Authority shall not unreasonably withhold or delay so long as Contractor demonstrates to Authority's reasonable satisfaction that such toxic materials, and the quantities thereof, are necessary or useful to Contractor's business and will be stored, used and disposed of in a manner that complies with applicable laws.

Indemnity. Contractor shall be solely responsible for and shall defend, indemnify B. and hold harmless the Authority Parties from and against any and all Claims including (i) diminution in value of the Airport, the Service Areas or any other areas of the Airport or any improvements thereon; (ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport, the Service Areas or any other areas of the Airport or any improvements thereon; (iii) damages arising from any adverse impact on marketing of space in the Airport, the Service Areas or any other areas of the Airport or any improvements therein; (iv) sums paid in settlement of claims; and (v) attorneys' fees, consultant fees and expert fees which arise during or after the term of this Agreement as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of toxic materials in, on or about the Service Areas or any other areas of the Airport by the Contractor Parties. The foregoing indemnification by Contractor includes any and all costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal or restoration work necessary to bring the Service Areas or any other areas of the Airport into compliance with law or required by any government agency because of toxic materials present in the soil, subsoils, groundwater or elsewhere from, in, on, under or about the Service Areas or any other areas of the Airport as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of toxic materials by the Contractor Parties. The indemnification by Contractor under this Section shall survive the termination of this Agreement.

C. Prohibited Substances. The following substances shall not be brought onto the Service Areas or any other areas of the Airport in any quantities whatsoever: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) anything contained in the California List of Extremely Hazardous Chemicals.

14. Termination.

A. Termination for Convenience. The Authority may terminate this Agreement for convenience upon 60 days written notice to Contractor.

B. Default by Contractor.

i. Dissolution; Insolvency. The Authority shall have the right to terminate this Agreement immediately if Contractor (i) makes an assignment for the benefit of creditors; or (ii) files a voluntary petition in bankruptcy; or (iii) seeks or consents to any reorganization or similar relief; or (iv) is adjudicated bankrupt or insolvent; or (v) if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving Contractor; or (vi) if the assets of Contractor or a major part thereof are expropriated, nationalized or otherwise made subject to governmental or judicial control.

ii. Material Breach or Non-Performance. The Authority shall have the right to terminate this Agreement (i) immediately with respect to emergencies and non-curable defaults

of this Agreement, or (ii) within 48 hours after the delivery to Contractor of written notice in the case of curable defaults of this Agreement.

iii. Termination of Authority Liability. The Authority shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed for the benefit of Contractor, which accrues after the date of any default by Contractor.

iv. Remedies. In the event of the occurrence of any default by Contractor, in addition to any and all other remedies available to the Authority under this Agreement or at law or in equity, the Authority shall have the right to deduct the amount of any and all damages incurred by the Authority as a result of the occurrence of such event from the Monthly Fee and/or Additional Fee payable to Contractor.

C. Default by Authority. The Authority shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within 30 days following the delivery by Contractor to Authority of written notice specifying the obligation Authority has failed to perform; provided, however, in the event that the nature of Authority's obligation is such that more than 30 days are required for its performance, Authority shall not be deemed to be in default if it shall commence such performance within such 30 day period and thereafter diligently prosecutes the same to completion.

15. Miscellaneous

A. Request for Proposals. The Authority's Request for Proposals #MA24-02 (including all addenda), and Contractor's proposal delivered to the Authority in response thereto, are incorporated herein by reference. In the event of any inconsistency between the provisions of this Agreement and the provisions of such Request for Proposals or Contractor's proposal, the provisions of this Agreement shall govern.

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

C. 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.

If to Authority:	Burbank-Glendale-Pasadena Airport Authority 2627 Hollywood Way Burbank, California 91505 Attn: Director of Maintenance and Engineering
With a copy to:	Procurement Manager Burbank-Glendale-Pasadena Airport Authority 2627 Hollywood Way Burbank, California 91505
If to Contractor:	C&W Facility Services Inc. 117 Kendrick Street, Suite 250 Needham, MA 02494 Attn: Allen Dishman

D. Severability. If one or more of the provisions of this Agreement is hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

E. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

F. Waiver. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement.

G. Attorneys' Fees. In the event of any action or proceeding (including, without limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

H. Assignment. Contractor acknowledges and understands that Contractor was awarded this Agreement in reliance and based upon Contractor's qualifications and the proposal submitted by Contractor pursuant to the Request for Proposals. As a result, Contractor shall not have the right to assign, hypothecate, or otherwise transfer Contractor's rights or delegate Contractor's duties under this Agreement.

I. Exhibits. Exhibits A through I are incorporated into this Agreement by reference. Prior to the date of beneficial occupancy of the Replacement Passenger Terminal (currently anticipated to be October 13, 2026), the Authority shall update Exhibits A through H as deemed necessary or appropriate, and such updated Exhibits shall supersede the original upon delivery to Contractor. In the event of any material discrepancy between the express provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through H, the provisions of this Agreement and the provisions of Exhibit I shall prevail. J. 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.

K. 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.

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

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED:

C&W Facility Services Inc.

By:

Print Name: Matthew A Noe

By:

Print Name: Kayla Davis

□ 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

EXHIBIT A

SCOPE OF SERVICES

JANITORIAL SERVICES AND SUPPLIES HOLLYWOOD BURBANK AIRPORT RFP No. MA24-02

The Burbank-Glendale-Pasadena Airport Authority ("Authority") is seeking a highly experienced and qualified janitorial services company to provide exceptional cleaning services to Hollywood Burbank Airport ("Airport") facilities as stated in the Scope of Services ("Services") defined here and as referenced in other Attachments to this RFP.

NOTE: If any type of normal janitorial duties has been inadvertently omitted, the contract is to be interpreted to include the same.

SPECIFICATIONS - STANDARDS OF PERFORMANCE.

- A. **Specifications for Services**. In addition to any other requirements for the performance of the Services, Contractor shall comply with the following specifications ("Specifications") for the duration of the performance term:
 - a. Performance Standard. Contractor shall perform the Services and comply with the other provisions of this Scope of Services to ensure an exceptionally attractive and clean environment at the Airport for the use of the traveling public. The Services shall be performed utilizing the best practices and highest standards applicable to the janitorial maintenance industry.
 - b. Equipment. Contractor shall furnish all required equipment including but not limited to mops, buckets, brooms, dust mops, dusting apparatus, squeegees, vacuums, carpet cleaning machines, extension poles, electrical cords, supply carts, and other similar equipment. Contractor shall maintain an adequate inventory of well-maintained equipment to meet the demands of the Airport. Contractor shall ensure all items are always in good operating condition. The Authority shall have the right to inspect the machines and equipment used by Contractor in the performance of the Services without notice. In the event of any defect or damage to any such machines or equipment, Contractor shall repair or replace the machine or equipment promptly with new items at the Contractor's expense as part of its operating overhead.

c. Supplies.

i. **Supplies Purchase**. Contractor shall be responsible for the selection, purchase, storage, and inventory of all supplies consumed in the Service Areas as part of the performance of the Services. Contractor shall provide the Authority with a monthly Supplies Inventory Report ("SIR") listing the starting inventory, items purchased during the month, an ending inventory, and a forecast of purchases needed for the next month's supply to be held at an acceptable level. The Authority shall reimburse Contractor for the direct, actual cost of supplies purchased on the basis of satisfactory documentation as described below. Contractor shall submit a monthly invoice detailed supply cost, which will be paid by the Authority after verification of accuracy and acceptance of the

monthly SIR. Invoices shall be well supported and include applicable documentation such as paid supplier invoices, supplier statements, material receipts, and other such suitable documentation. Vendors are required to make their recommendations to satisfy the service supply needs and propose an anticipated monthly expenditure. Contractors that are invited to be interviewed will be required to explain their supply recommendations and show examples of the products recommendation.

- ii. **Authority Approval.** All supplies used in the performance of the Services shall be subject to the written approval of the Authority prior to being used at the Airport. The Authority shall have the right to require Contractor to substitute, modify or alter such supplies. If, for any reason, Contractor determines it is necessary to dispose of, or remove (off-site) any unused, expired or otherwise un-needed cleaning supplies, Contractor shall notify the Authority and the supplies shall not be removed or disposed of without written approval of the Authority. Contractor may be responsible for issuing a credit to the Authority for any unused supplies.
- iii. Safety of Cleaning Supplies and Materials. Upon the Authority's request. Contractor shall deliver or otherwise make available to the Authority samples for the testing of any cleaning supplies or materials used by Contractor in the performance of the Services. Such samples may be taken, at the discretion of the Authority, from the supplies or materials being used on the premises or from any containers of such supplies or materials stored at the Airport. Contractor shall use only cleaning supplies and materials that are labeled and are identifiable by a brand name and bear a Material Safety Data Sheet ("MSDS") as approved by the Department of Labor. Contractor shall maintain a current MSDS inventory list of all cleaning supplies and materials and forward copies to the Authority. No supplies, materials, treatments, or procedures shall be used on or applied to any floors, stairways, ramps, sidewalks, or other walkway areas that would cause or contribute to causing such surfaces to be slippery or otherwise unsafe to walk upon. Nor shall any supplies, materials or treatments be corrosive or deleterious to the surfaces or materials to be cleaned. Supplies shall be Low VOC, bio-friendly and irritant free. All empty cleaning supply containers shall be disposed of properly, in accordance with all applicable regulations. If Contractor requests removal or disposal of any cleaning supplies, and the Authority approves, such removal or disposal shall be done in accordance with all applicable regulations.
- iv. Restroom Supplies. All required towels, toilet tissue, liquid hand soap, sanitary napkins, restroom deodorizers and similar supplies required for use in the restroom portions of the Service Areas shall be furnished by Contractor. Contractor shall maintain an adequate inventory of supplies to meet the demands of the Airport and shall insert such supplies in the dispensers as needed. Contractor shall maintain all restroom mechanical dispensers for proper mechanical operation. Contractor is responsible for stocking all such dispensers with the appropriate supplies at all times. Contractor shall immediately repair or replace any defective mechanical dispensers.

- v. Coin Operated Vending Machines. Contractor shall be responsible for keeping the coin operated vending machines in the restroom portions of the Services Areas supplied with the appropriate items. Contractor is also responsible for the collection of deposited monies in such coin operated vending machines and is required to turn collected monies over to the Authority.
- vi. **General Supplies.** All required towels, dusting supplies, window cleaning supplies, cleansers, spot cleaners, disinfectant sprays, degreasers, garbage bags and other similar supplies required for use in the Service Areas shall be furnished by Contractor. Contractor shall maintain an adequate inventory of supplies to meet the demands of the Airport.
- vii. **Walk Off Mats.** Contractor shall place acceptable walk off mats at each entrance of each terminal building of the Airport (including each landside and airside entrance) so as to provide the highest degree of cleanliness consistent with the defined specifications of this RFP. Contractor shall clean and maintain walk off mats at the frequencies defined in this Attachment.
- d. **Inspection and Monitoring.** Contractor shall be required to continuously inspect and monitor the Service Areas to verify that the Services are being performed, and the Service Areas are being maintained, in accordance with the Specifications and the other terms of this Agreement.
 - i. **Daily Pre-Opening Inspection.** Contractor shall make a daily preopening inspection of all restrooms within the Service Areas between 4:00 a.m. and 5:00 a.m. to verify that they are being cleaned in accordance with the Specifications and frequencies set forth in Sub-Attachments A1 and A3 and to assure readiness for use. Documentation of such inspections shall be in the form of an "Airport Restroom Service Record" in substantially the form attached as Sub-Attachment A5.
 - ii. Weekly Report. At the end of each week, Contractor shall provide the Authority with a weekly written report of the Services performed by Contractor. This report is the Cleaning Schedule and Service Record for each Service Area and shall record each Service item as listed on Exhibit A for the past week's performance. Each weekly report shall be in substantially the form of Sub-Attachment A1 and must be signed by an authorized representative of the Authority signifying acceptance that the Services described in the weekly report have been performed in accordance with this Agreement. The acceptance of a weekly report by the Authority's authorized representative shall not constitute a waiver or release of Contractor's obligations. Copies of the weekly reports for each calendar month, signed by the Authority's authorized representative, must be included with each monthly invoice pursuant to Section 4.1.
 - iii. Weekly Inspection. The Authority will conduct weekly inspections of the Service Areas with Contractor, using the Cleaning Schedule and Service Record to ascertain the quality and acceptability of the Services provided. Any discrepancies found in such an inspection shall be reported to Contractor in writing. Contractor's representative shall then submit to the Authority, immediately after any such inspection, a written list of corrective action(s) taken for all deficiencies or defects noted by

the Authority during such inspection. Such deficiencies shall be corrected immediately by Contractor. Any failure by the Authority to make an inspection of the Airport facilities in accordance with this Section shall not be deemed a waiver of its right to cause Contractor to correct any such unsatisfactory work.

- e. Carpet Cleaning.
 - i. **General.** All carpeting located in the Service Areas shall be cleaned (including shampooing, spot cleaning and routine vacuuming) in accordance with the Specifications set forth in Sub-Attachments A1, A3, and A4. Any additional cleaning frequency shall be based on need.
- f. **Restrooms.** Contractor shall clean the restrooms in accordance with the Specifications and at the minimum frequency set forth in Sub-Attachments A1 and A3. All restrooms shall receive a daily pre-opening inspection as described above. In addition to the pre-opening inspection, all restrooms will be checked, cleaned as necessary, and re-stocked with supplies routinely throughout the operating day. Refer to Sub-Attachment A3 for specific details on the frequency of this requirement.
- g. **Terminal Areas**. Contractor shall clean Terminal A & B in accordance with the Specifications and at the minimum frequency set forth in Sub-Attachments A1 and A3.
- h. **Office Areas**. Contractor shall clean the Authority's office area in accordance with the Specifications and at the minimum frequency set forth in Sub-Attachments A1 and A3. In performing such cleaning Services, Contractor shall not move any files, papers or documents on any furniture or floor areas in any portions of the Authority's office area. Keys are not available for Administrative Office areas; this will need to be scheduled with each occupant.
- i. **Special Cleaning Conditions**. Contractor shall immediately respond to any and all Special Cleaning Conditions which arise during the term in order to maintain the Service Areas in accordance with the requirements of this Agreement. Contractor's compensation for the performance of Services in response to Special Cleaning Conditions shall be included in the Monthly Fee payable to the Contractor.
- j. **Biohazard Services & Staffing.** Contractor will provide qualified staff to perform biohazard services, terminal wide and in accordance with all applicable industry standards and requirements. Biohazard services will include, but shall not be limited, to the following activities:
 - i. Resolve biohazard situations as needed, large scale, maintenance and disposing hypodermic disposal containers, to incidents involving internal and external Emergency Medical Service (EMS) and injury scenes. Contractor must comply with all laws and industry standards pertaining to the handling and disposal of biohazards and related materials.
 - ii. Contractor shall submit to Authority a biohazard plan, which includes procurement of replacement containers for review and approval prior to Authority issuance of a "Notice to Proceed."
 - iii. Contractor shall identify the proposed appropriately credentialed firm that will perform these services in compliance with the Medical Waste Management Act ("MWMA"), along with a description of how the proposed firm will incorporate these supplies and services into the overall approach to the work plan and a proposed budget. Contractor

shall submit to the Authority a detailed biohazard plan shall be submitted to the Authority for implementation approval.

- iv. The public restrooms in the terminal or additional locations in the future will be outfitted with biohazard containers. Contractor shall comply with all laws and industry standards pertaining to the handling and disposal of biohazards and related materials.
- v. Sharp containers shall be placed in all terminal public restrooms.
- vi. Contractor is responsible for cleaning medical waste spill, including blood and body fluids. Must comply with Cal OSHA - Subchapter 7. General Industry Safety Orders Group 16. Control of hazardous Substances Article 109. Hazardous Substances and Processes and § 5193 Bloodborne Pathogens
- k. **Extraordinary Conditions**. Contractor's sole compensation for the performance of any and all Services in response to Extraordinary Conditions shall be the Additional Fee payable to Contractor pursuant to this Agreement.
- Training. Contractor's employees and subcontractors who perform the Services shall be properly trained and qualified to perform the Services as well as ensuring compliance with the training requirements of California's Department of Industrial Relations ("CA-DIR" - see link here: <u>Division of Labor Standards Enforcement - Janitorial Registration Frequently Asked Questions (ca.gov)</u>. All of Contractor's employees and subcontractors who perform the Services shall do so in a careful and efficient manner consistent with the highest standards in the janitorial maintenance industry.
 - i. Contractor shall have ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Managers shall be trained in supervision as well as technical training in janitorial services.
- m. Contractor's Manager. Contractor shall designate one of its employees as its manager for purposes of managing and supervising the performance of the Services pursuant to this Agreement ("Contractor's Manager"). Contractor's Manager shall provide administration of the Services and will respond to operational issues and/or emergencies. Contractor's Manager is authorized to receive and act upon instructions given by the Authority pursuant to this Agreement, and Contractor agrees that notice to Contractor's Manager shall constitute notice to Contractor, and all representations, warranties and agreements made by Contractor's Manager shall be binding upon Contractor. Contractor's Manager shall be present at the Airport at all times during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. An alternative employee or employees designated by the Contractor shall be required to serve as its substitute on-site manager(s) and such substitute manager(s) shall have the same authority, duties, and responsibilities as Contractor's Manager, including being required to be present at the Airport at all times other than 8:00 a.m. to 5:00 p.m., Monday through Friday.
- n. Coordination with Work of the Authority and Other Contractors. Contractor shall coordinate the performance of the Services with the performance of other services or work by the Authority or any tenants, licensees, or other users of the Airport or any of their respective employees or contractors. Contractor shall take all necessary precautions to protect the work or services performed by the Authority or any tenants, licensees, or users of

the Airport or any of their respective employees or contractors from damage caused by the performance of the Services.

- o. Laws, Permits, Fees and Notices. Contractor represents and warrants that Contractor shall at all times, maintain all permits, licenses and approvals required for the performance of the Services under all applicable laws, and shall comply with all applicable regulatory requirements in connection with the performance of the Services, including those required by CA-DIR.
- p. Employees. Contractor shall at all times provide a sufficient number of properly skilled personnel to perform the Services pursuant to this Agreement. All matters pertaining to the hiring, employment, engagement, supervision, compensation, promotion and discharge of Contractor's employees and subcontractors are the sole responsibility of Contractor. Contractor shall not enter into any contract causing or purporting to cause any person to be an employee or independent contractor of the Authority. Notwithstanding the foregoing, in the event that the Authority disapproves of any of Contractor's employee or subcontractor from the performance of Services and shall replace such employee or subcontractor with a properly skilled replacement. Contractor shall require its employees and subcontractors to wear uniforms approved by the Authority at all times while performing the Services.
- q. **Vehicle.** Contractor owned or leased vehicles to provide transportation and parking fees to meet the Contract specifications.
- r. **Damage to Property.** Contractor will immediately report to the Authority any and all damage to the Service Areas or any other premises or facilities of the Airport or any equipment, fixtures, furnishings or property located in the Service Areas or any other premises of the Airport arising out of, resulting from or relating to the acts or omissions of Contractor or Contractor's subcontractors in connection with the performance of the Services. In addition to any and all other remedies available to the Authority, Contractor shall be responsible for the full amount of the costs and expenses of repairing such damage.
- s. **Waste Disposal.** Wastebasket refuse, rubbish, including sweepings, vacuum cleaner dust and other waste shall be disposed of by Contractor in accordance with the instructions of the Authority and all applicable laws.

EXHIBIT B Service Areas, Cleaning Schedules, and Service Records

SERVICE AREAS, CLEANING SCHEDULES AND SERVICE RECORDS

SERVICE AREAS

Terminal Area

Terminal A

Terminal A – East Concourse

Terminal B

Terminal B – EDS Building

Building 9 – L1, L2

Building 10

Terminal Site

North Tower & Elevated Walkway

Parking Structure Elevator

Ground Transportation Islands & Sidewalks

Valet Service Center

Remote Areas

Building 36 - L2

Hangar 34 Office Areas

Self-Park Structure Cashier Booths (3, no restrooms)

Lot C Parking Cashier Booths (1 with restroom)

North and West SIDA Booths (2 with restrooms)

Maintenance Department Building Building 3

Specialty Items

Pet Relief Areas Mamava Unit

CLEANING SCHEDULE AND SERV				
Location: Terminal – Public				FOR WEEK ENDING:
Terminal A,				
Terminal A – East Concourse,				JANITORIAL SIGNATURE:
Terminal B				
(High Traffic Public Areas)			7	
	*	≥ E	NOV	AUTHORITY SIGNATURE:
	**DAILY	WEEKLY	MONTHLY	
1. PUBLIC SEATING UNITS, AREAS AND FIXTURES				COMMENTS:
A. Remove spillage, gum and stains	Х			
B. Place all waste receptacles, ashtrays, signs, planters and chairs in their	Х			
designated locations C. Damp Wipe	Х			
D. Polish chrome legs and parts			Х	
E. Thoroughly clean using authorized upholstery cleaner (where applicable)			Х	
2. WASTE RECEPTACLES AND ASHTRAYS		•		Comments:
A. Empty containers. Remove stains and spillage (Includes Terminal sidewalk	Х			
containers) B. Wash interior and exterior		Х		
3. STAINLESS STEEL SURFACES				Comments:
A. Dust and spot clean	Х			
B. Polish and shine		Х		
4. WATER FOUNTAINS AND				Comments:
TELEPHONES				
A. Clean and sanitize	Х			Compute
5. VERTICLE SURFACES, SIGNS AND LEDGES				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	Х			
B. Dust and clean high areas			Х	

6. FLO	ORS (Tile)				Comments:
А.	Remove gum, spots and stains	Х			
В.	Sweep and wet mop tile floors	Х			
C.	Spray buff and wax		Х		
D.	Strip, seal and re-wax			Х	
7. FLO	ORS (Carpet)				Comments:
Α.	Remove gum, spots and stains	Х			
В.	Vacuum carpet, using edge tools	Х			
C.	Deep Clean			Х	
8. WIN	DOWS AND GLASS AREAS				Comments:
Α.	Spot clean high traffic areas	Х			
В.	Clean interior		Х		
C.	Clean exterior (sterile area and second floor windows excluded)			Х	
9. CEII	ING AND VENTS				Comments:
Α.	Clean ceiling, vents and diffusers			Х	
10. JAI	NITORIAL CLOSETS				Comments:
А.	All janitor closets are to be kept clean and neat at all times in accordance with all building, safety, health and fire codes	Х			
11. WE	EKLY REPORT				Comments:
А.	Fill out weekly report and submit to the Airport Authority's designated representative		X		

CLEANING SCHEDULE AND S					
Location: Terminal – Restrooms					FOR WEEK ENDING:
All Terminal Area Restroom	ıs				
(High Traffic Public Areas & Admi Areas)	nistrative				JANITORIAL SIGNATURE:
		**DAILY	WEEKLY	MONTHLY	AUTHORITY SIGNATURE:
		AILY	KLY	HLY	
1. WASTE RECEPTACLES AND DISPENSERS					Comments:
A. Empty all waste receptacles as ne	eeded	Х			
 B. Wipe off and remove spillage from soap dispensers and adjacent sur 		Х			
C. Refill all dispensers to the proper		Х			
2. FURNISHINGS, MIRRORS, WA PARTITIONS	LLS AND				Comments:
A. Clean all mirrors streak-free		Х			
 B. Use germicidal detergent to clean disinfect all surfaces 	and	Х			
3. WASH BASINS, TOILETS AND URINALS					Comments:
A. Use germicidal detergent to clean disinfect all surfaces except chror	and ne fixtures	Х			
B. Chrome fixtures should be cleane accordance with manufacturer ca instructions as directed by the Air Maintenance Department	d in re	Х			
C. Descale toilets and urinals using of approved by Airport Maintenance Department				Х	
4. FLOORS					Comments:
A. Remove all spots and spills		Х			
 B. Scrub and clean tile floors with ge detergent 	ermicidal	Х			
C. Steam clean and disinfect restroo	m grout			Х	
5. STAINLESS STEEL SURFACES					Comments:
A. Dust and spot clean		Х			
B. Polish with authorized cleaning ag proper techniques	gents using	Х			

6. SPECIAL CONDITIONS			Comments:
A. Biomedical Containers replaced as needed	Х		
7. WEEKLY REPORT			Comments:
A. Fill out weekly report and submit to the Airport Authority's designated representative	Х		

CLEANING SCHEDULE AND SERVICE				
Location: Terminal - Administrative				FOR WEEK ENDING:
Terminal B - EDS				
Building 9 – L1, L2				JANITORIAL SIGNATURE:
Building 10,				
(Administrative Areas & Authority Offices)			ਵ	
	D	WEEKLY	MONTHLY	AUTHORITY SIGNATURE:
	DAILY	KLY	HLY	
1. WASTE RECEPTACLES AND ASHTRAYS				Comments:
A. Empty containers. Remove stains and spillage from interior and exterior	Х			
2. FURNITURE				Comments:
A. Dust. Remove spillage and stains	Х			
B. Clean desktops if clear	Х			
C. Polish, clean, vacuum and position in designated locations		Х		
3. FLOORS				Comments:
A. Remove all gum and similar material	Х			
B. Vacuum		Х		
C. Wet mop tile floors	Х			
D. Spray buff tile floors			Х	
E. Strip, seal and re-wax tile floors			Х	
4. ALL OTHER SURFACES, PICTURES AND SILLS				Comments:
A. Dust and spot clean all areas that can be reached without the use of a ladder	Х			
B. Dust and clean high areas			Х	
5. WINDOWS AND GLASS				Comments:
A. Clean glass doors	Х			
B. Spot clean as required	Х			
C. Clean interior and exterior of windows (excludes exterior second floor window surfaces)		Х		

6. WAT	ER FOUNTAINS AND				Comments:
TELEP	HONES				
A.	Clean and sanitize	Х			
Λ.		^			
7. CEIL	ING AND VENTS				Comments:
А.	Clean ceiling, vents and diffusers			Х	
				Λ	
8. BRE	AKROOMS & LOUNGES				Comments:
А.	Clean and sanitize counters and tables	Х			
_					
В.	Turn off coffee makers every evening	Х			
9. ELEV	VATOR (KITCHEN)				Comments:
	· · ·	V			
А.	Brush particles and paper out of Tracks	Х			
В.	Use vacuum if necessary.	Х			
C.	Walls & Doors – Clean walls and doors with a micro fiber cloth and vinegar.	Х			
D.	Floors – Clean floors with vinegar and cloth	Х			
					Comments:
10. JAN	NITORIAL CLOSETS				comments.
Α.	All janitor closets are to be kept clean and	Х			
	neat at all times in accordance with all building, safety, health and fire codes				
11. WE	EKLY REPORT				Comments:
А.	Fill out weekly report and submit to the		X		
73.	Airport Authority's designated representative				

CLEAN	NING SCHEDULE AND SERVICE	RECO	RD		
Location:	Terminal Site				FOR WEEK ENDING:
Noi	rth Tower and Elevated Walkway				
	Parking Structure Elevator				JANITORIAL SIGNATURE:
Ground	Transportation Islands & Sidewalks				
	(High Traffic Public Area)			z	
		D	VEE	MONTHLY	AUTHORITY SIGNATURE:
		DAILY	WEEKLY	HLA.	
1. ELE	VATORS				Comments:
•	Brush particles and paper out of Tracks	Х			
A.					
В.	Use vacuum if necessary.	Х			
C.	Walls & Doors – Clean walls and doors with a micro fiber cloth and vinegar.	Х			
D.	Floors – Clean floors with vinegar and cloth	Х			
2. MOV	/ING WALKWAYS				Comments:
Α.	Dust. Remove dust and debris.	Х			
В.	Clean glass.		Х		
C.	Clean rubber handrails.	Х			
D.	Dust and wipe all rails and trim along the moving walkways.		Х		
3. ESC	ALATORS				Comments:
Α.	Dust. Remove dust and debris.	Х			
В.	Clean glass.		Х		
C.	Clean rubber handrails.	Х			
D.	Dust and wipe all rails and trim along the moving walkways.		X		
4. NOR WALKV	RTH TOWER & ELEVATED NAY				Comments:
Α.	Remove all gum and similar material	Х			
В.	Empty and clean waste	х			

C.	Pressure washing of walkways to remove all gum and similar debris.			Х	
D.	Spot clean all spills and stains on concrete.	Х			
E.	Interior Walkway walls and ledges.			Х	Comments:
5. GRC	OUND TRANSPORTATION				
ISLANI	DS & SIDEWALKS				
В.	Remove all gum and similar material	Х			
C.	Empty and clean waste	Х			
D.	Pressure washing of islands and sidewalks to remove all gum and similar debris.			Х	
6. WEE	EKLY REPORT				Comments:
E.	Fill out weekly report and submit to the Airport Authority's designated representative		Х		

CLEANING SCHEDULE AND SERVICE RECORD					
Location:	Terminal Site				FOR WEEK ENDING:
	Valet Parking Service Center				
(High	Traffic Public Areas & Administrative Areas)				JANITORIAL SIGNATURE:
		D	WEEKLY	MONTHLY	AUTHORITY SIGNATURE:
		DAILY	KLY	HLY	
1. VAL	ET CENTER				Comments:
Α.	Remove all gum or similar material	Х			
В.	Vacuum	Х			
C.	Wet mop tile floors	Х			
D.	Spray buff tile floors			Х	
E.	Re-wax tile floors			Х	
F.	Strip, seal and wax tile floors			Х	
G.	Clean all glass	Х			
H.	Sweep and spot clean all exterior walkways	Х			
I.	Empty waste receptacles	Х			
J.	Dust all areas	Х			
4. RES	TROOMS				Comments:
Α.	Empty all waste receptacles	Х			
В.	Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces dispensers and	Х			
C.	Refill all dispensers to the proper fill level	Х			
D.	Clean all mirrors streak free	Х			
E.	Use a germicidal cleanser to clean and disinfect all surfaces except chrome	Х			
F.	Descale toilets and urinals using germicidal cleanser			Х	
G.	Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	Х			
H.	Sweep floors	Х			

l.	Mop floors with a germicidal cleaner to disinfect	Х			
J.	Steam clean and disinfect restroom grout			Х	
5. WEE	KLY REPORT				Comments:
Α.	Fill out weekly report and submit to the Airport Authority's designated representative		Х		

CLEA	NING SCHEDULE AND SERVICE				
Location:	Remote Areas				FOR WEEK ENDING:
	BUILDING 36 2 ND FLOOR,				JANITORIAL SIGNATURE:
	AND ELEVATOR				
				ਵ	
		D	WEEKLY	MONTHLY	AUTHORITY SIGNATURE:
		DAILY	EKLY	HLV.	
1. OFF	ICES AND COMMON AREAS				Comments:
Α.	Vacuum all carpeted areas	Х			
В.	Sweep and mop all tile flooring	Х			
C.	Remove all gum and similar substances	Х			
D.	Empty trash receptacles	Х			
E.	Pick up all trash and debris	Х			
F.	Carpet Cleaning (Extraction Method)			Х	
G.	Strip & Wax tile flooring			Х	
2. FUR	NITURE				Comments:
Α.	Dust. Remove spillage and stains	Х			
В.	Clean desktops, counters and tables if clear	Х			
C.	Polish, clean, vacuum and reposition in designated spaces	Х			
3. ELE	VATORS				Comments:
A.	Brush particles and paper out of Tracks	Х			
В.	Use vacuum if necessary.	Х			
C.	Walls & Doors – Clean walls and doors with a micro fiber cloth and vinegar.	Х			
D.	Floors – Clean floors with vinegar and cloth	Х			
4. RES	TROOMS				Comments:
Α.	Empty all waste receptacles	Х			
В.	Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces	Х			
C.	dispensers and Refill all dispensers to the proper fill level	X			
0.		~			

D.	Clean all mirrors streak free	Х			
E.	Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures	Х			
F.	Descale all toilets and urinals using germicidal cleanser			Х	
G.	Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	Х			
H.	Remove all spots and spills	Х			
I.	Sweep floors	Х			
J.	Mop floors with a germicidal cleaner to disinfect	Х			
K.	Steam clean and disinfect restroom grout			Х	
L.	Strip & Wax tile flooring			Х	
5 ALL	OTHER SURFACES AND				Comments:
FIXTU					
Α.	Dust and spot clean all areas that can be reached without the use of a ladder	Х			
В.	Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	Х			
C.	Clean all windows interior and exterior			Х	
6 CEII	ING VENTS AND FANS				Comments:
0. 01.1					
Α.	Clean ceiling, vents and diffusers			Х	
7. WEE	EKLY REPORT	-			Comments:
Α.	Fill out weekly report and submit to the Airport Authority's designated representative		Х		

CLEANING SCHEDULE AND SERVICE RECORD					
Location:	Remote Areas				FOR WEEK ENDING:
	Hangar #34 Office Areas				JANITORIAL SIGNATURE:
		DAILY	WEEKLY	MONTHLY	AUTHORITY SIGNATURE:
		LY	L L	L L	
1. OFF	ICES AND COMMON AREAS				Comments:
Α.	Vacuum all carpeted areas	Х			
В.	Sweep and mop all tile flooring	Х			
C.	Remove all gum and similar substances	Х			
D.	Empty trash receptacles	Х			
E.	Pick up all trash and debris	Х			
F.	Carpet Cleaning (Extraction Method)			Х	
G.	Strip & Wax tile flooring			Х	
2.FUR	NITURE				Comments:
Α.	Dust. Remove spillage and stains	Х			
В.	Clean desktops, counters and tables if clear	Х			
C.	Polish, clean, vacuum and reposition in designated spaces	Х			
3. RES	TROOMS				Comments:
Α.	Empty all waste receptacles	Х			
В.	Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces dispensers and	Х			
C.	Refill all dispensers to the proper fill level	Х			
D.	Clean all mirrors streak free	Х			
E.	Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures	Х			
F.	Descale all toilets and urinals using germicidal cleanser			Х	

G.	Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	Х			
H.	Remove all spots and spills	Х			
I.	Sweep floors	Х			
J.	Mop floors with a germicidal cleaner to disinfect	Х			
К.	Steam clean and disinfect restroom grout			Х	
L.	Strip & Wax tile flooring			Х	
4. ALL	OTHER SURFACES AND				Comments:
FIXTU	RES				
Α.	Dust and spot clean all areas that can be reached without the use of a ladder	Х			
В.	Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	Х			
C.	Clean all windows interior and exterior			Х	
5. CEIL	ING VENTS AND FANS				Comments:
Α.	Clean ceiling, vents and diffusers			Х	
6. WEE	EKLY REPORT				Comments:
A.	Fill out weekly report and submit to the Airport Authority's designated representative		Х		

CLEANING SCHEDULE AND SERVICE			RD		
Location:	Remote Areas - Booths				FOR WEEK ENDING:
Self	f-Park Structure Cashier Booth (3)				
Lot	t C Parking Cashier Booth (1 with restroom)				JANITORIAL SIGNATURE:
No	orth SIDA Booth (1 with restroom)				
W	est SIDA Booth (1 with restroom)		VE	MON	AUTHORITY SIGNATURE:
		DAILY	WEEKLY	MONTHLY	
1. CAS	HIER AND SIDA BOOTHS				Comments:
Α.	Sweep all parking lot booths and environs and pick-up trash as needed	Х			
В.	Wash windows interior and exterior		Х		
C.	Wash and wax floors		Х		
D.	Dust, clean and wipe air conditioning and heating vents			Х	
E.	Clean light fixtures			Х	
2. BOC	TH RESTROOMS				Comments:
К.	Empty all waste receptacles	Х			
L.	Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces dispensers and	Х			
M.	Refill all dispensers to the proper fill level	Х			
N.	Clean all mirrors streak free	Х			
Ο.	Use a germicidal cleanser to clean and disinfect all surfaces except chrome	Х			
Ρ.	Descale toilets and urinals using germicidal cleanser			Х	
Q.	Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	Х			
R.	Sweep floors	Х			
S.	Mop floors with a germicidal cleaner to disinfect	Х			
Т.	Steam clean and disinfect restroom grout			Х	
U.	Strip & Wax tile flooring			Х	
3. WEE	KLY REPORT				Comments:
Α.	Fill out weekly report and submit to the Airport Authority's designated representative		Х		

CLEA	NING SCHEDULE AND SERVICE				
Location:	Remote Areas				FOR WEEK ENDING:
	MAINTENANCE FACILITY				JANITORIAL SIGNATURE:
		Ū	WEE	MONTHLY	AUTHORITY SIGNATURE:
		DAILY	WEEKLY		
1. OFF	ICES AND COMMON AREAS				Comments:
Α.	Vacuum all carpeted areas	Х			
В.	Sweep and mop all tile flooring	Х			
C.	Remove all gum and similar substances	Х			
D.	Empty trash receptacles	Х			
E.	Pick up all trash and debris	Х			
F.	Carpet Cleaning (Extraction Method)			Х	
G.	Strip & Wax tile flooring			Х	
2. FUR	NITURE				Comments:
Α.	Dust. Remove spillage and stains	Х			
В.	Clean desktops, counters and tables if clear	Х			
C.	Polish, clean, vacuum and reposition in designated spaces	Х			
3. RES	TROOMS				Comments:
Α.	Empty all waste receptacles	Х			
В.	Wipe off and remove all spillage from all handsoap dispensers and adjacent surfaces dispensers and	Х			
C.	Refill all dispensers to the proper fill level	Х			
D.	Clean all mirrors streak free	Х			
E.	Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures	Х			
F.	Descale all toilets and urinals using germicidal cleanser			Х	
G.	Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed	Х			

Н.	Remove all spots and spills	Х			
I.	Sweep floors	Х			
J.	Mop floors with a germicidal cleaner to disinfect	Х			
К.	Steam clean and disinfect restroom grout			Х	
L.	Strip & Wax tile flooring			Х	
4 411	OTHER SURFACES AND				Comments:
FIXTU	RES				
A.	Dust and spot clean all areas that can be reached without the use of a ladder	Х			
В.	Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	Х			
C.	Clean all windows interior and exterior			Х	
5 CEII	ING VENTS AND FANS				Comments:
Α.	Clean ceiling, vents and diffusers			Х	
6. BRE	AKROOM KITCHEN				Comments:
Α.	Empty and clean waste receptacles	Х			
В.	Dust and clean furniture and countertops and tables	Х			
C.	Mop floors	Х			
0.		^			
D.	Wash and Wax floors			X	
					Comments:
1. VVEE	KLY REPORT				
Α.	Fill out weekly report and submit to the Airport Authority's designated representative		Х		
L	. , , , ,				

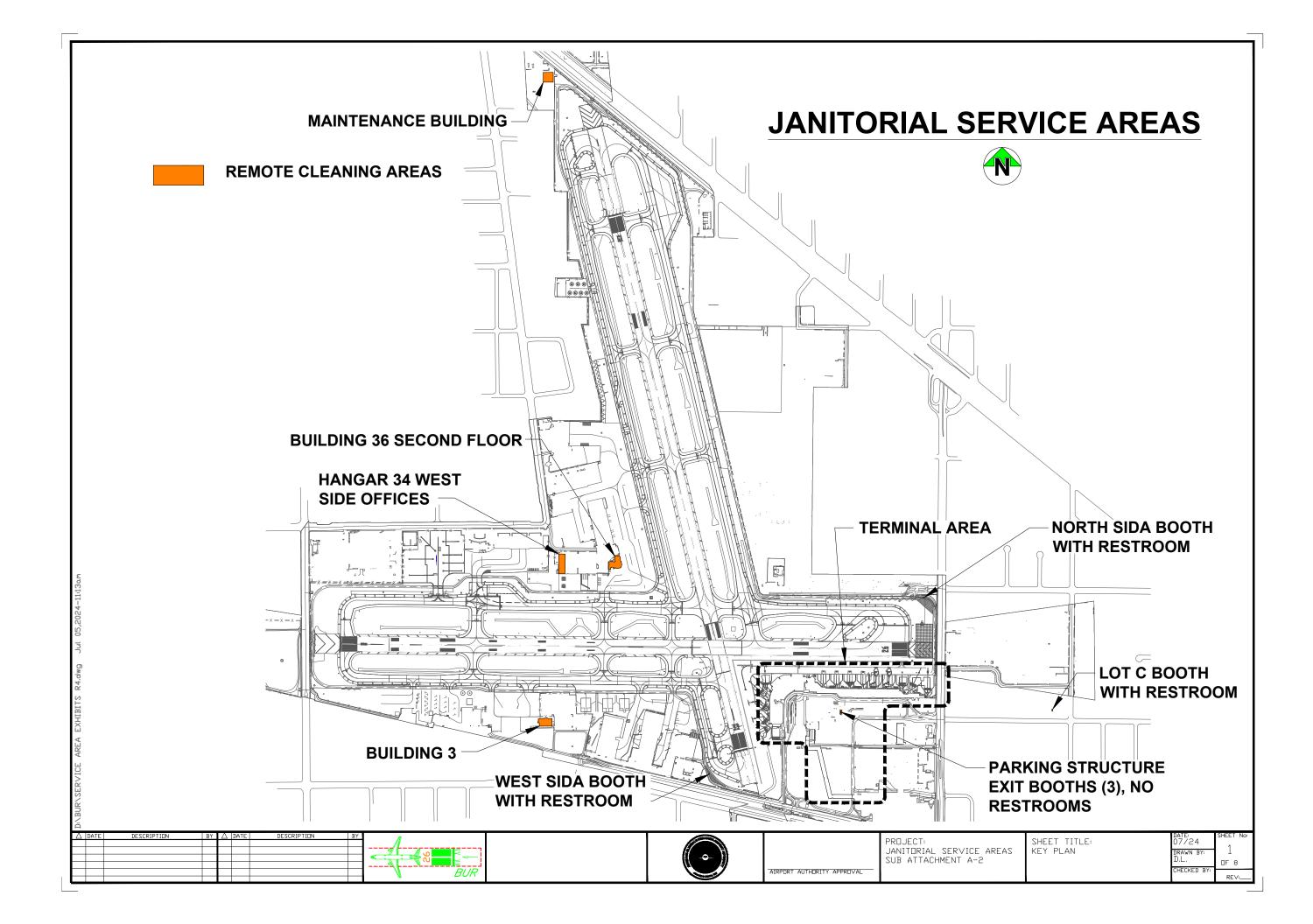
CLEANING SCHEDULE AND SERVICE RECORD					
Location:	Remote Areas				FOR WEEK ENDING:
	BUILDING 3				JANITORIAL SIGNATURE:
		_	WE	MONTHLY	AUTHORITY SIGNATURE:
		DAILY	WEEKLY	THLY	
1. OFF	ICES AND COMMON AREAS				Comments:
Н.	Vacuum all carpeted areas		Х		
I.	Sweep and mop all tile flooring		Х		
J.	Remove all gum and similar substances		Х		
K.	Empty trash receptacles		Х		
L.	Pick up all trash and debris		Х		
M.	Carpet Cleaning (Extraction Method)			Х	
N.	Strip & Wax tile flooring			Х	
2. FUR	NITURE				Comments:
D.	Dust. Remove spillage and stains		Х		
E.	Clean desktops, counters and tables if clear		Х		
F.	Polish, clean, vacuum and reposition in designated spaces		Х		
3. RES	TROOMS				Comments:
М.	Empty all waste receptacles		Х		
N.	Wipe off and remove all spillage from all hand soap dispensers and adjacent surfaces dispensers and		Х		
0.	Refill all dispensers to the proper fill level		Х		
Ρ.	Clean all mirrors streak free		Х		
Q.	Use a germicidal cleanser to clean and disinfect all surfaces except chrome fixtures		Х		
R.	Descale all toilets and urinals using germicidal cleanser			Х	
S.	Chrome fixtures to be cleaned in accordance with manufacturer care instructions as directed		Х		

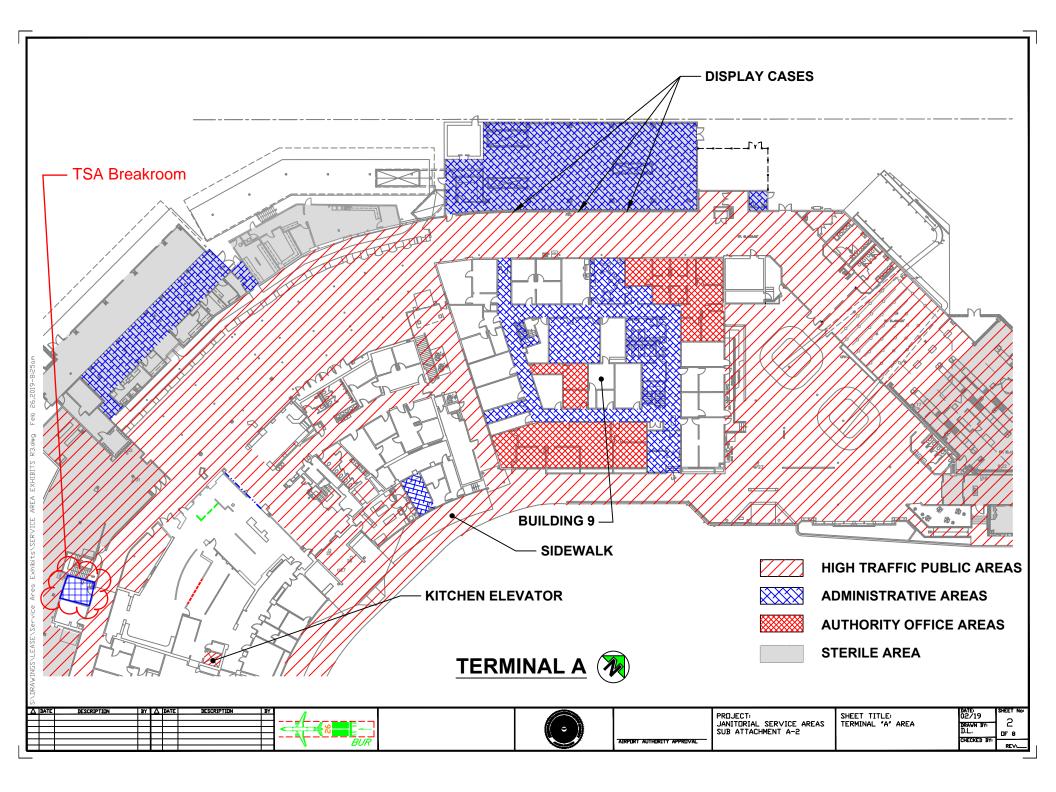
Т.	Remove all spots and spills	X		
U.	Sweep floors	 Х		
V.	Mop floors with a germicidal cleaner to disinfect	Х		
W.	Steam clean and disinfect restroom grout		Х	
Х.	Strip & Wax tile flooring		Х	
4. ALL	OTHER SURFACES AND			Comments:
FIXTU	RES			
D.	Dust and spot clean all areas that can be reached without the use of a ladder	X		
E.				
E.	Clean all marks, smudges, dirt from all walls, doors and other vertical surfaces	X		
F.	Clean all windows interior and exterior		Х	
5. CEIL	ING VENTS AND FANS			Comments:
В.	Clean ceiling, vents and diffusers		Х	
6. WEE	EKLY REPORT	•		Comments:
В.	Fill out weekly report and submit to the Airport Authority's designated representative	Х		

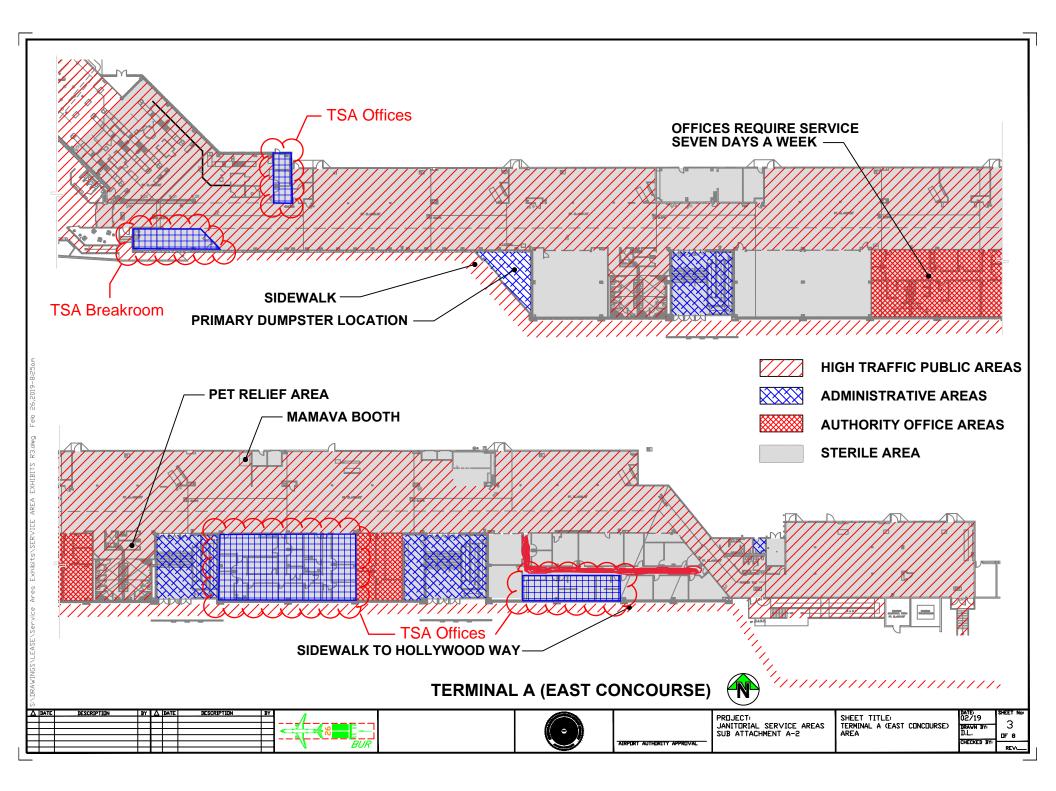
CLEA	CLEANING SCHEDULE AND SERVICE RECORD						
Location:	Specialty Items				FOR WEEK ENDING:		
	PET RELIEF AREA (High Traffic Public Areas)				JANITORIAL SIGNATURE:		
		DAILY	WEEKLY	MONTHLY	AUTHORITY SIGNATURE:		
		ГY	ΊLΥ	LY	Comments:		
	ELIEF CARPET				Comments.		
Α.	Wash and rinse artificial grass.	Х					
B.	Add pet relief poop/pee pads under relief artificial grass.	Х					
C.	Mop floors with a germicidal cleaner to disinfect.	Х					
D.	Empty trash receptacles.	Х					
E.	Pick up all trash and pet debris.	Х					

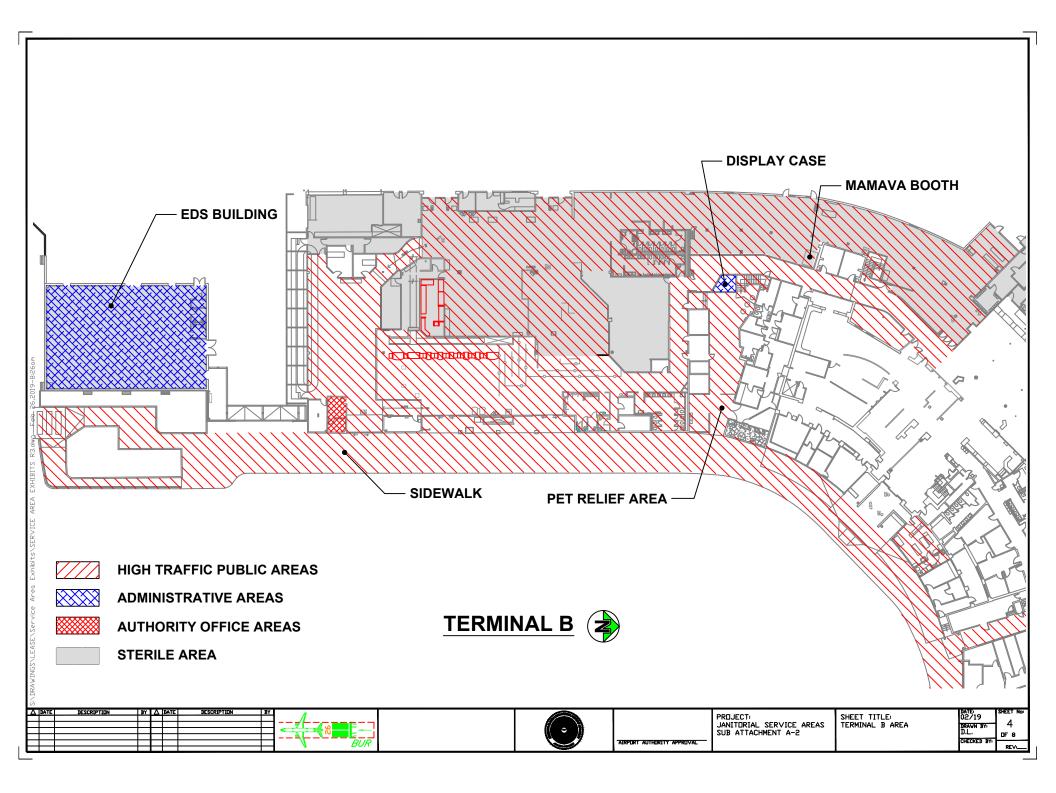
CLEAI	CLEANING SCHEDULE AND SERVICE RECORD						
Location:	Specialty Items				FOR WEEK ENDING:		
	MAMAVA UNITS				JANITORIAL SIGNATURE:		
	(High Traffic Public Areas)	D	WEEKLY	MONTHLY	AUTHORITY SIGNATURE:		
		DAILY	KLY	HLY			
MAMA	VAUNITS				Comments:		
Α.	Sweep floors.	Х					
В.	Mop floors with a germicidal cleaner to disinfect.	Х					
C.	Pick up all trash and debris.	Х					
D.	Wipe & Dust. Inside and Outside.	Х					

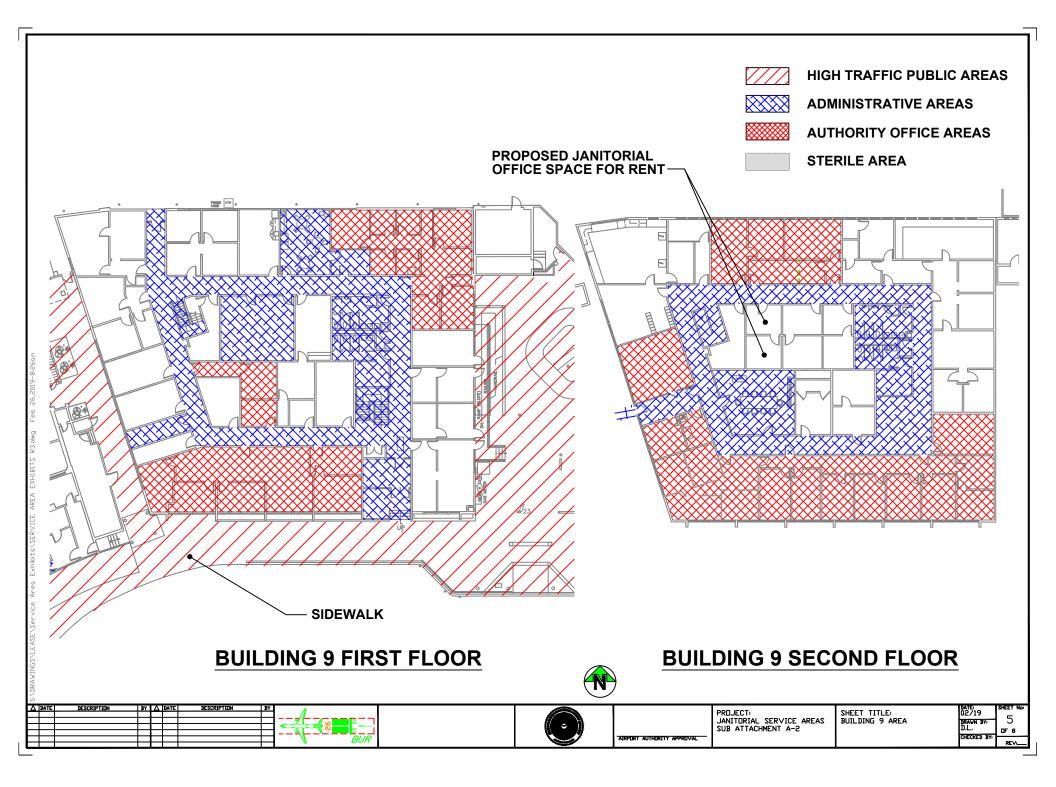
EXHIBIT C Service Area Diagrams

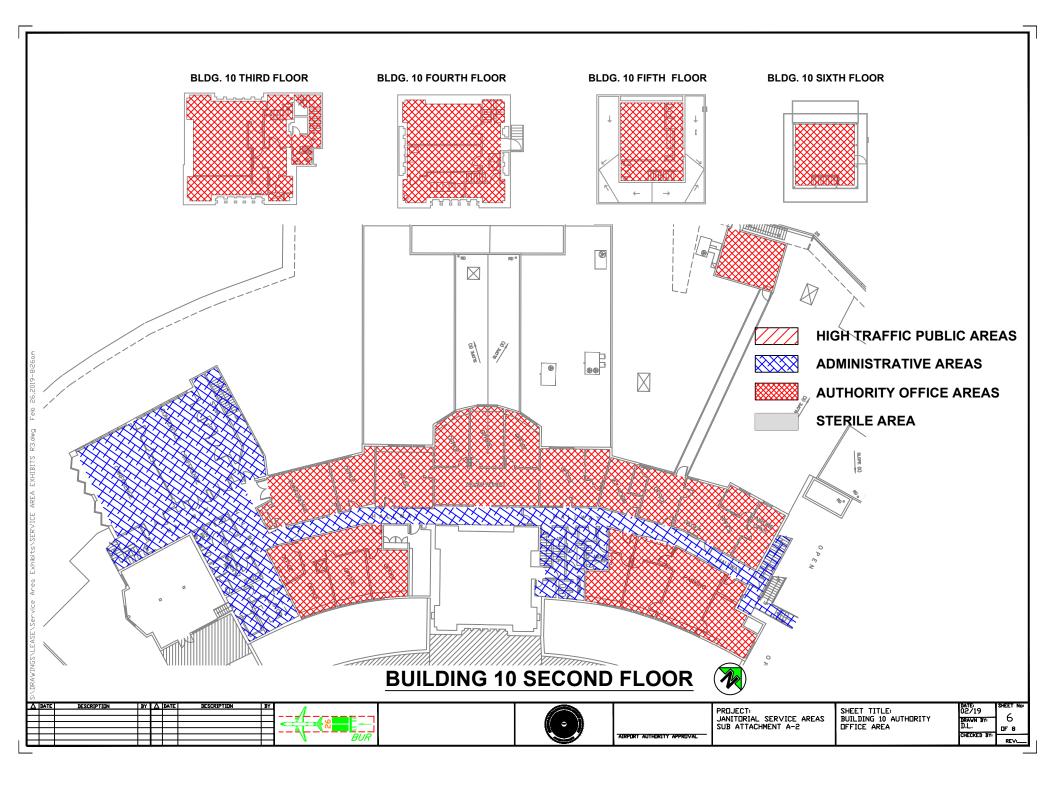


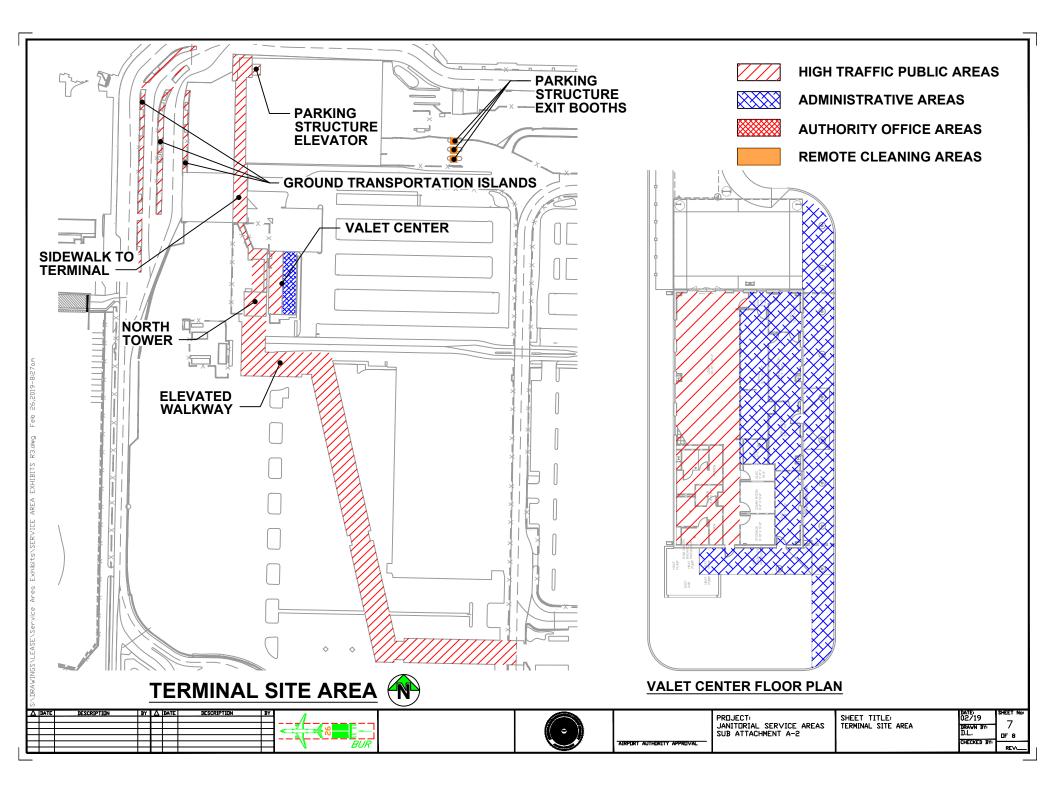


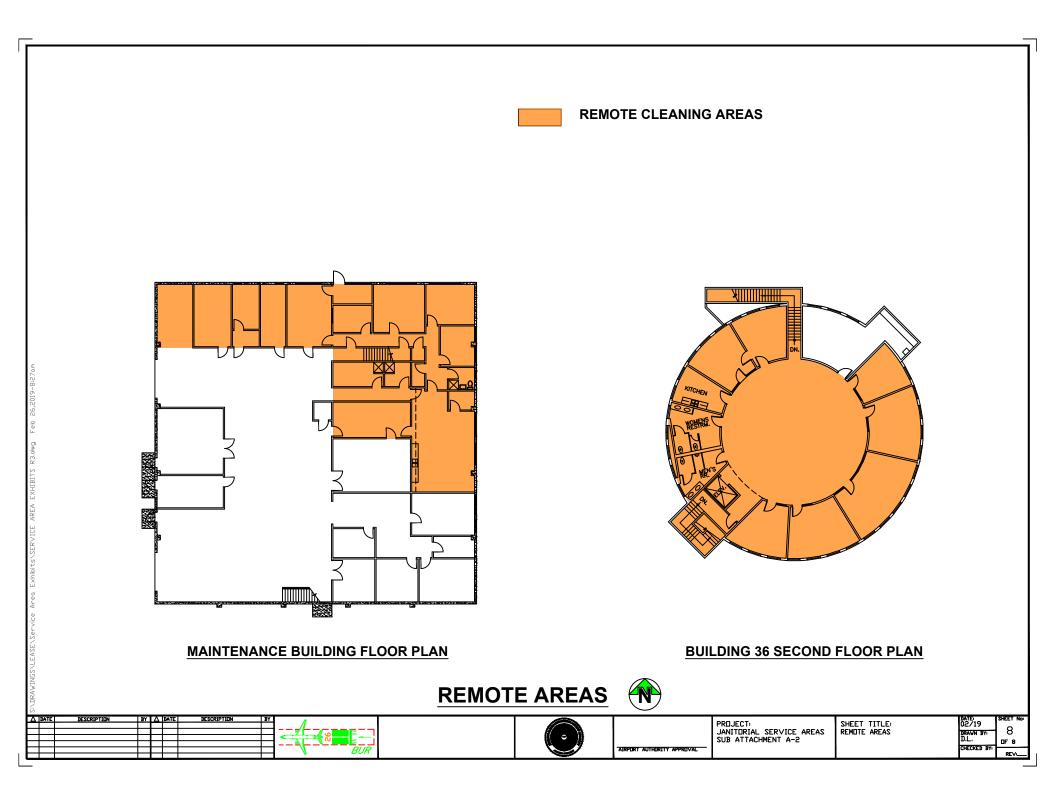


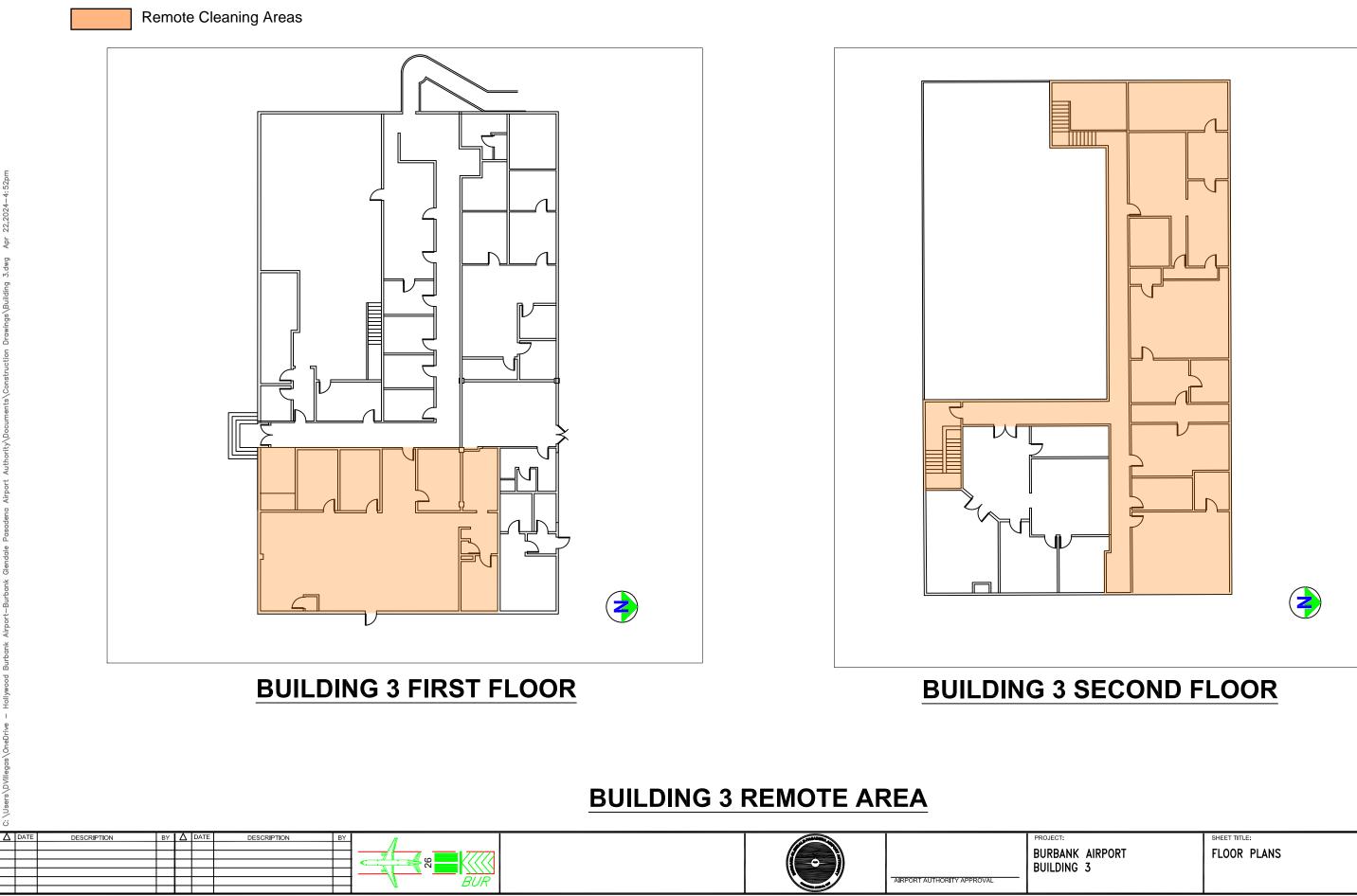












HEET NO

1

1 OF 1

REV:

EXHIBIT D Cleaning Specifications

CLEANING SPECIFICATIONS

The purpose of cleaning is to remove foreign debris, trash, dust, dirt, marks, scuffs or other unwanted substances and prevent build-up from developing to levels which creates an unsightly appearance or foul odor. Cleaning frequency is based on the volume of area usage and is dependent on airline flight scheduling and employee schedules.

Cleaning frequency is based on usage and shall be provided as necessary to maintain the Authority's goal of providing an exceptionally clean facility for passengers and employees. The following use categories are referenced throughout the specification to describe the type of use each facility experiences in order to define minimum cleaning frequencies. It may be necessary to clean more frequently than described below. All areas shall be regularly monitored to ensure compliance with the Authority's goal of maintaining an exceptionally clean facility.

The facility operates 365 days per year. Passenger volumes fluctuate both throughout the week and seasonally. Frequency of cleaning services shall be provided such that the facility always remains exceptionally clean.

1. HIGH TRAFFIC PUBLIC AREAS

The Airport experiences several periods of heavy traffic every day. Concentrated efforts to clean and inspect the gate hold rooms and restroom facilities must occur frequently (no more than 20 minute intervals) throughout these peak times and periodically during the remainder of the operating hours. An inspection report must be signed by the inspecting party to verify that the inspection occurred. Care must be taken not to interfere with passenger use of the facilities. Additionally, cleaning must be accomplished by the use of acceptable methods which will not impair the ability of Authority, Airline, Transportation Security Administration (TSA) or other employee personnel to conduct business.

2. ADMINISTRATIVE (NON-PUBLIC) AREAS

Administrative areas consist of hallways, restrooms, conference rooms, break-rooms and baggage screening areas that are generally not accessible to the public and used primarily by Authority, Airline, TSA and other employees. Use of the administrative areas is typically from 4:00 AM to 11:00 PM. Restrooms in administrative areas shall be checked and cleaned regularly throughout the day. Care must be taken not to interfere with employees or their operations.

3. AUTHORITY OFFICES

Authority offices are typically occupied from 7:00 AM to 5:00 PM Monday through Friday with the exception of Police offices in the Terminal A East Concourse and Remote Area offices which are occupied 7 days per week and require service daily. Authority offices must be cleaned outside of normal business hours; however it may be necessary to respond to special cleaning requirements during normal business hours. Cleaning of all Authority offices must be accomplished prior to the beginning of the next business day. Cleaning must be accomplished by the use of acceptable methods which will not impair the ability of Authority personnel to conduct business. Cleaning shall be done in a manner that will minimize any disruption of papers or work product within Authority offices. Timing of cleaning shall be coordinated with occupants and occur on a regular schedule.

4. <u>REMOTE AREA</u>

Building 36, Hangar 34 Office Areas, SIDA Booths, Parking Booths, and the Maintenance Department Building are on airport property but are not immediately adjacent to the Existing Passenger Terminal. These areas shall follow the cleaning specification from Attachment (A-3). These facilities are occupied 24 hours a day, 7 days a week and require service daily. Timing of cleaning shall be coordinated with occupants and occur on a regular schedule. It is only necessary to service remote areas once per day.

RESTROOM CLEANING SPECIFICATIONS

- Empty all waste receptacles. Clean exterior and interior of receptacles with a disinfectant/antibacterial to maintain cleanliness.
- Check and refill soap, air deodorizer, dispensers and add supplies as needed throughout the operating day.
- Clean and disinfect with a germicidal detergent; mirrors, walls, partitions and furnishings on a daily basis.
- Clean and disinfect with a germicidal agent all wash basins, toilets, urinals and toilet partitions and floors on a daily basis except chrome fixtures.
- Clean chrome fixtures in accordance with manufacturer care instructions as provided by the Airport Maintenance Department.
- De-scale, with a cleaner specifically designed to eliminate buildup, all toilets and urinals on a weekly basis.
- Steam clean and disinfect restroom floors and walls on a monthly basis.

LOBBY, PUBLIC HALLWAYS, HOLD ROOMS

- Empty all waste receptacles. Clean exterior and interior of receptacles with a disinfectant/antibacterial to maintain cleanliness.
- Keep gate holding rooms and hallways free of trash and debris. This shall be ongoing with a heavy emphasis after the gate hold room is emptied.

- Keep ticket lobbies, baggage claim rooms and hallways free of trash and debris. This shall be ongoing with a heavy emphasis after large influxes of passengers have passed through these areas.
- Wipe and dust seats to keep them free of foreign substances that may have been spilled or deposited on them. This shall be ongoing with a heavy emphasis after the gate hold room is emptied.
- Polish chrome legs and parts. Thoroughly clean seats with authorized upholstery cleaner.
- Keep passenger seating neat and organized. Return any moved seating to its original location.
- Wipe and disinfect all walls, window sills, doors, door handles and other surfaces to keep them free of dust, dirt marks and scuffs.
- Spot clean carpets as needed to clean unsightly spills.
- Clean, wipe and dust gate ticket counters, gate podiums, ticket lobby ticket counters and ticket kiosks. Also, empty trash receptacles at gate counters and podiums frequently.
- Clean windows to remove all dirt, dust marks and smudges.
- Clean, wipe and dust all drinking fountains, advertising signs, display cases, railings, counters, display racks.
- Keep carpeted areas and tile flooring clean and free or dirt and debris. This applies to all flooring including behind the ticket counter. Care must be taken not to interfere with airline personnel and or their operations.
- Dust and clean air conditioning and heating vents.

ADMINISTRATIVE AREA HALLWAYS, BREAKROOMS, MEETING ROOMS

- Empty all waste receptacles. Wipe entire exterior of receptacle with a disinfectant/antibacterial to prevent undesirable odor.
- Keep common areas, meeting rooms, hallways, restrooms, lunch room, offices and reception area free of trash and debris.
- Wipe and disinfect all walls, window sills, doors, door handles and other surfaces to keep them free of dust, dirt marks and scuffs.
- Spot clean carpets as needed to clean unsightly spills.
- Return any moved seating, tables or other small furnishings to their original location.
- Clean windows to remove all dirt, dust marks and smudges.
- Keep carpeted areas and tile flooring clean and free or dirt and debris.
- Vacuum all carpeted areas including offices, hallways, reception area and locker room.
- Sweep and mop all tile flooring including hallways, lunch room.
- In kitchen, check and/or refill soap, paper towels, and other supplies as needed.
- Clean kitchen counters and lunch tables with a disinfectant cleaner.
- Strip, clean and wax linoleum and tile floors on an as needed basis.
- Turn off coffee makers at the end of the day.

EXTERIOR SIDEWALKS, ISLANDS

- Empty all waste receptacle and ashcans. Clean exterior and interior of receptacles with a disinfectant/antibacterial to maintain cleanliness.
- Sweep and pick up trash and debris from sidewalk and islands.
- Remove all gum, stickers, spills and stains from sidewalk, seating, rails and islands.
- Wipe and dust seating and all shuttle stops.
- Pressure wash exterior sidewalks and islands on an as needed basis.
- Terminal Canopies: Wash and clean canopies with mild cleaning solution and rinse with recycled water.

ELEVATORS, ESCALATORS, MOVING WALKWAY AND ADJACENT AREAS

ELEVATORS:

- Brush particles and debris out of tracks. Use vacuum if necessary.
- Clean walls and doors. Remove all gum, stickers, and stains.
- Sweep, mop, and maintain floors. Remove gum and debris.

ESCALATORS:

- Remove dust and debris.
- Clean glass.
- Wipe and clean rubber handrails.
- Dust and Wipe all rails and trim along the escalator.

MOVING WALKWAY:

- Remove dust and debris.
- Clean glass.
- Wipe and clean rubber handrails.
- Dust and Wipe all rails and trim along the escalator.

ADJACENT AREAS:

- Empty all waste receptacle. Clean exterior and interior of waste receptacle with a disinfectant/antibacterial to maintain cleanliness.
- Sweep and pick up trash and debris from concrete walkway.
- Remove all gum, stickers, spills and stains from concrete walkway, and seating.
- Wipe and dust seating and side paneling along the concrete walkway.
- Pressure wash concrete walkway, on an as needed basis.

MAMAVA LACTATION PODS

- Wipe and dust walls, seating and door.
- Pick up trash and debris.
- Sweep and mop floor with germicidal cleaner to disinfect.
- Wipe and clean mirror.

PET RELIEF AREA

- Empty all waste receptacle. Clean exterior and interior of waste receptacles with a disinfectant/antibacterial to maintain cleanliness.
- Sweep and pick up trash and debris.
- Wash and rinse artificial grass.
- Add pet relief poop/pee pads under artificial grass.
- Wipe and clean artificial grass containment pan with germicidal cleaner to disinfect.
- Mop floors with germicidal cleaner to disinfect.
- Wipe and clean walls with germicidal cleaner to disinfect.

PARKING LOT CASHIER BOOTHS

- Sweep and mop all parking lot booths.
- Pick up trash and debris.
- Wipe and dust walls and door.
- Dust and clean air conditioning and heating vents.
- Dust light fixtures.
- Wipe and wash windows of interior and exterior of booth.

BOOTH RESTROOM CLEANING SPECIFICATIONS

- Empty all waste receptacles, clean all mirrors (streak-free), add supplies as necessary, and remove all spills and spots.
- Check and/or refill soap, air deodorizer and dispensers.
- Clean and disinfect with a germicidal detergent mirrors, walls, partitions and furnishings on a daily basis.
- Clean and disinfect with a germicidal agent all wash basins, toilets, and toilet partitions and floors on a daily basis except chrome fixtures.
- De-scale, with a cleaner specifically designed to eliminate buildup, all toilets and urinals on a weekly basis.
- Clean chrome fixtures in accordance with manufacturer care instructions as provided by the Airport Maintenance Department.

SIDA BOOTHS

- Sweep and mop all parking lot booths.
- Pick up trash and debris.

- Wipe and dust walls and door.
- Dust and clean air conditional and heating vents.
- Dust light fixtures.
- Wipe and wash windows of interior and exterior of booth.

EXHIBIT E Carpet Cleaning Specifications

EXHIBIT E

CARPET CLEANING SPECIFICATIONS

This specification covers the minimum requirements pertaining to carpet cleaning at Hollywood Burbank Airport.

Contractor must adhere to the following areas which are referenced as minimum requirements only:

 <u>Consistent Vacuuming Schedule</u> – All high traffic areas must be vacuumed at least once daily. Vacuums shall have a beater bar head that is properly adjusted and the bag shall be emptied when it becomes 2/3 full. The vacuum must be allowed sufficient time on the carpet to remove soil. The vacuum must be equipped with a high efficiency collection bag for soil collection down to two microns, and maximum airborne soil control.

Vacuuming may be performed throughout the day on an as needed basis; however, it is incumbent upon Contractor to determine appropriate slack periods and peak periods in order to minimize interference with passengers.

- Perpetual Spot and Stain Treatment and Removal Immediate attention must be given to any material that is spilled or dropped on the carpet. All janitorial personnel must be trained in proper spot cleaning to minimize long-term impact on the appearance of the carpet.
- 3. <u>Carpet Cleaning</u> Carpets in all service areas shall be cleaned using the extraction method on an as add needed basis. This cleaning must be coordinated with the Authority to ensure no impact on daily operations.
- <u>General Appearance</u> The overall appearance of the carpet is paramount. Contractor must be capable of attending to appearance problems above and beyond the established carpet cleaning schedule, should the Authority deem this necessary.
- 5. <u>Hours of Carpet Cleaning</u> Carpet cleaning, except vacuuming and spot cleaning, must be accomplished outside of normal operating hours. This will normally be 10:00 P.M. to 5:00 A.M., however fluctuations in flight arrival and departure times may impact this schedule. This limited window will affect the selection of cleaning methods since "wet" methods will not have a substantial amount of time to dry before traffic resumes. It is not acceptable to close any area during operating hours to accommodate carpet cleaning or drying of wet areas.
- Selection of Cleaning Method Contractor must use the extraction method of carpet cleaning unless otherwise approved by the Airport Maintenance Department. In the event the Airport Maintenance Department determines there is a special need, Contractor must have the ability to perform multiple cleaning methods and may be called upon to alter its cleaning method.

"Bonnet" cleaning methods shall not be used.

7. <u>Compliance with Industry Standards</u> – Contractor must provide carpet cleaning in compliance with the standards developed by the International Institute of Carpet and Upholstery Certification (IICUC) in the IICUC Carpet Cleaning Standard entitled "Standard Reference Guide for Professional On-location Cleaning of Installed Textile Floor Covering Materials S001-1991." Contractor staff shall be properly trained on carpet cleaning methods and the use of carpet cleaning equipment. The Authority may ask for proof of such training.

EXHIBIT F Restroom Service Records

EXHIBIT F

RESTROOM SERVICE RECORD

LOCATION _____

DATE	TIME IN	TIME OUT	JANITORIAL SIGNATURE	SUPERVISOR'S SIGNATURE	COMMENTS
DAIL			SIGNATURE	SIGNATORE	COMMENTS

RESTROOM SERVICE RECORDS SHALL BE POSTED IN EVERY BATHROOM

EXHIBIT G Fee Schedule

ATTACHMENT C FEE SCHEDULE

Job Classification Wage Rate Per Sick Leave Taxes Admin, O & P, Total Standard Other¹ Deductions Hour Insurance, Other Wage Rate Per Hour 42.72 61.27 \$ \$ 7,809.25 30,762.57 Site Manager \$ Ś -Ś \$ \$ 41.49 Supervisor 1st Shift 28.23 2,258.17 \$ 5,452.32 Ś 19,884.71 \$ \$ 41.49 Supervisor 2nd Shift 28.23 \$ 2,258.17 \$ 5,452.32 \$ 19,884.71 \$ Supervisor 3rd Shift \$ 28.23 \$ 2,258.17 \$ 5,452.32 \$ 19,884.71 \$ 41.49 \$ 18.82 \$ 36.53 Custodian Lead 1st Shift \$ 3,763.33 \$ 3,952.82 \$ 29,125.19 \$ 18.82 36.53 Custodian Lead 2nd Shift \$ 3,952.82 29,125.19 3,763.33 \$ \$ \$ \$ 19.07 36.89 Custodian Lead 3rd Shift \$ 3,813.33 \$ 4,000.98 \$ 29,266.85 \$ \$ 17.67 34.00 Custodian 1st & 2nd Shift \$ 2,214.22 \$ 3,619.80 \$ 28,145.68 \$ Custodian 3rd Shift \$ 17.92 \$ 2,508.33 3,688.59 \$ 28,348.01 \$ 34.52 \$ Custodian Special Projects \$ 18.42 \$ 2,578.33 \$ 3,782.38 \$ 28,623.89 \$ 35.24

WORKSHEET I HOURLY RATES STANDARD WAGE RATES

(Please attach additional sheets, if necessary).

¹Vacation will be paid at time of vacation and not accrued - please supply vacation policy.

Pricing Notes

> Pricing is based on billing full time employees at 2080 annual hours.

- > Sales tax is not included in the pricing
- > Sick Leave: Holiday, Sick, and Vacation Replacement

> Taxes: FICA, FUTA, SUTA

> Admin, O&P, Insurances, Other: General Liability Insurance, Workers Compensation Insurance, Health & Welfare Benefits, Uniforms, PPE, Quality Inspection Technology, Communication Devices, Equipment, Vehicles, Parking

WORKSHEET II CLASSIFICATION AND WAGES

	ASSIFICATION AND		Main	the last of the set
Job Classification	Hours Per Month	Standard Wage Rate	ivion	thly Cost
Terminal A				
Site Manager	36.79		\$	2,254.06
Supervisor	110.37		\$	4,579.80
Custodian Lead 1st & 2nd Shift	115.55		\$	4,221.03
Custodian Lead 3rd Shift	57.78		\$	2,131.62
Custodian 1st & 2nd Shift	391.62		\$	13,316.11
Custodian 3rd Shift	195.81		\$	6,760.22
Custodian Special Projects	195.81	\$ 35.24	\$	6,899.51
Terminal A – East Concourse				
Site Manager	36.77		\$	2,252.48
Supervisor	110.30		\$	4,576.59
Custodian Lead 1st & 2nd Shift	115.55		\$	4,221.03
Custodian Lead 3rd Shift	57.78		\$	2,131.62
Custodian 1st & 2nd Shift	391.62		\$	13,316.11
Custodian 3rd Shift	195.81		\$	6,760.22
Custodian Special Projects	195.81	\$ 35.24	\$	6,899.51
Terminal B				
Site Manager	56.73		\$	3,475.65
Supervisor	170.19		\$	7,061.83
Custodian Lead 1st & 2nd Shift	115.55		\$	4,221.03
Custodian Lead 3rd Shift	57.78		\$	2,131.62
Custodian 1st & 2nd Shift	650.82	-	\$	22,129.87
Custodian 3rd Shift	325.41		\$	11,234.72
Custodian Special Projects	325.41	\$ 35.24	\$	11,466.21
Terminal B – EDS Building				
Site Manager	2.33		\$	142.85
Supervisor	6.99	\$ 41.49	\$	290.24
Custodian 3rd Shift	30.31	\$ 34.52	\$	1,046.45
Custodian Special Projects	30.31	\$ 35.24	\$	1,068.01
Building 9 – L1, L2				
Site Manager	4.26	\$ 61.27	\$	261.14
Supervisor	12.79	\$ 41.49	\$	530.58
Custodian 1st & 2nd Shift	110.82	\$ 34.00	\$	3,768.22
Building 10				
Site Manager	4.26	\$ 61.27	\$	261.14
Supervisor	12.79		\$	530.58
Custodian 1st & 2nd Shift	110.82	\$ 34.00	\$	3,768.22
North Tower & Elevated Walkway				
Site Manager	6.66	\$ 61.27	\$	408.13
Supervisor	19.98	\$ 41.49	\$	829.24
Custodian 1st & 2nd Shift	173.20	\$ 34.00	\$	5,889.33
Parking Structure Elevator				
Site Manager	0.54	\$ 61.27	\$	32.99
Supervisor	1.62			67.03
Custodian 1st & 2nd Shift	14.00		\$	476.04
Ground Transport Islands and Sidewalk				
Site Manager	9.32	\$ 61.27	\$	570.91
Supervisor	27.96			1,159.98
Custodian 1st & 2nd Shift	242.28		-	8,238.26
Custourun 15t & 2nu biint	242.20	φ 34.00	Ψ	0,230.20

Job Classification	Hours Per Month	Standard Wage Rate		Monthly Cost	
Valet Service Center					
Site Manager	4.27	\$ 61.27	\$	261.33	
Supervisor	12.80	\$ 41.49	\$	530.96	
Custodian 1st & 2nd Shift	110.90	\$ 34.00	\$	3,770.94	
Building 36 (Lv 2)					
Site Manager	2.15	\$ 61.27	\$	131.96	
Supervisor	6.46	\$ 41.49	\$	268.12	
Custodian 1st & 2nd Shift	56.00	\$ 34.00	\$	1,904.17	
Hangar 34 Office Areas					
Site Manager	2.15	\$ 61.27	\$	131.96	
Supervisor	6.46	\$ 41.49	\$	268.12	
Custodian 1st & 2nd Shift	56.00	\$ 34.00	\$	1,904.17	
Parking Cashier Booths (4 booths, 2 restrooms)				
Site Manager	2.15	\$ 61.27	\$	131.96	
Supervisor	6.46	\$ 41.49	\$	268.12	
Custodian 1st & 2nd Shift	56.00	\$ 34.00	\$	1,904.17	
North & West SIDA Booths (2 booths, each with	restrooms)				
Site Manager	2.15	\$ 61.27	\$	131.96	
Supervisor	6.46	\$ 41.49	\$	268.12	
Custodian 1st & 2nd Shift	56.00	\$ 34.00	\$	1,904.17	
Maintenance Dept Building					
Site Manager	2.15	\$ 61.27	\$	131.96	
Supervisor	6.46	\$ 41.49	\$	268.12	
Custodian 1st & 2nd Shift	56.00	\$ 34.00	\$	1,904.17	
Building 3 – First Floor (Once a month)					
Site Manager	0.31	\$ 61.27	\$	18.85	
Supervisor	0.92	\$ 41.49	\$	38.30	
Custodian 1st & 2nd Shift	8.00	\$ 34.00	\$	272.02	
Building 3 – Second Floor (Once a week)					
Site Manager	0.33	\$ 61.27	\$	20.27	
Supervisor	0.99	\$ 41.49	\$	41.17	
Custodian 1st & 2nd Shift	8.60	\$ 34.00	\$	292.43	
TOTAL:	5,201		\$	188,147.65	

WORKSHEET III SUPPLIES

(Estimated for a one month period)			
Supplies Description	Quantity	Unit Cost	Total Cost
2-Ply White Cottonelle Professional Bulk Standard Toilet Paper Rolls for Business (451-Sheets/Roll, 60-Rolls/Case)	250		\$ 12,467.50
3M 0.5 Gal. Flow Control System Bathroom Disinfectant Cleaner 4A Concentrate	1	\$ 60.39	\$ 60.39
3M 1 Qt. Stainless Steel Cleaner and Protector with Scotchgard	1	\$ 11.57	\$ 11.57
3M 20 in. Red Buffer Pad 5100 (5 Per Carton)	1	\$ 5.17	\$ 5.17
3M 3M 8511 PARTICULATE RESPIRATOR, N95, 10 PER BOX	1	\$ 25.32	\$ 25.32
3M 8 in. x 6 in. Easy Trap Sweep and Dust Sheets (250-Sheets Per Roll) (1 Roll Per Case)	3	\$ 69.10	\$ 207.30
3M 8 oz. Gum Remover Degreaser Ready-to-Use	1	\$ 7.34	\$ 7.34
40 IN X 48 IN 40-45 GAL 2MIL LOW DENSITY CLEAR TRASH BAGS (10 Bags per Roll/10 Rolls per Case)	1	\$ 45.99	\$ 45.99
7-1/2 in. x 3-1/2 in. x 10 in. Kraft Waxed Paper Liners for Sanitary Napkin Receptacles Bags Brown (500 Per Case)	2	\$ 26.37	\$ 52.74
Blended Cotton Synthetic Replacement String Mop Large Loop Mop Head Green	1	\$ 4.43	\$ 4.43
CLR 28 OZ-Ounce Calcium Lime Rust Remover	1	\$ 6.22	\$ 6.22
Comet Comet 32 oz. Disinfecting-Sanitizing Bathroom Cleaner Spray (Case of 8)	1	\$ 5.86	\$ 5.86
Comfort Plus Tampons Super Absorbency White (500-Case)	3	\$ 81.80	\$ 245.40
CX3 Bio-Assist CX3 Bio-Assist 1 Gallon Floral Scent Carpet Cleaner	1	\$ 15.97	\$ 15.97
Disinfectant Cleaner Dissolvable Pacs Kit (40-Pieces)	1	\$ 53.56	\$ 53.56
Diversey Pro Strip Ultra 5 Gal. Heavy-Duty Floor Stripper	1	\$ 78.35	\$ 78.35
Everbilt 12 ft. x 15 ft. 8 oz. Heavyweight Canvas Drop Cloth	1	\$ 43.79	\$ 43.79
Hand Sanitizing Wipes Refill for High Capacity Wall and Floor Stand Wipe Dispenser (1200-Count Per Pack/2-Pack Per Case)	1	\$ 69.68	\$ 69.68
Homax Coarse Grit #3 Steel Wool (12-Pad)	1	\$ 7.15	\$ 7.15
IMPACT Men Size 10-11 Waterproof Black Overshoe	1	\$ 54.44	\$ 54.44
IMPACT Men Size 12-13 Waterproof Black Overshoe	1	\$ 37.06	\$ 37.06
IMPACT Trigger Sprayer 9.875 in. Tube White	1	\$ 0.56	\$ 0.56
Karcher Vacuum Bags for Charoit ATV24 (10 per Pack)	1	\$ 108.04	\$ 108.04
Maxithin Pad Folded Vending Box (250-Case)	3	\$ 49.73	\$ 149.19
Mr. Clean Magic Eraser Sponge (6 Count)	2	\$ 6.71	\$ 13.42
PC0800 EURO TWIN JMBO TIS DISP	1	\$ 32.00	\$ 32.00
PRO-SERIES 1/8 fold 23 in. x 24 in. Classic Yellow Treated Dust Cloth (50 Each/Per Pack and 10-Pack Per Case)	1	\$ 11.18	\$ 11.18
PUMIE Pumice Scouring Stick	1	\$ 1.96	\$ 1.96
Renown 10 in. Combination Window Squeegee and Washer	1	\$ 11.82	\$ 11.82
Renown 12 in. Stainless Steel Window Squeegee Complete	1	\$ 10.04	\$ 10.04
Renown 16 in. x 16 in. General Purpose Microfiber Cleaning Cloth, Yellow (12-Pack)	1	\$ 5.17	\$ 5.17
Renown 21 in. Super Hog Hair Floor Pad (5-Count)	1	\$ 2.65	\$ 2.65
Renown 24 in. x 33 in. 15 Gal. 8 mic Natural Institutional Can Liner (50 per Roll, 20-Rolls per Case)	1	\$ 35.78	\$ 35.78
Renown 32 oz. Starter Kit (6-Pack)	1	\$ 21.15	\$ 21.15
Renown 33 Gal. 16 mic 33 in. x 40 in. Natural Can Liner (25 per Roll, 10-Roll per Case)	1	\$ 33.03	\$ 33.03
Renown 36 in. Blended Dust Mop Head Large	1	\$ 6.76	\$ 6.76
Renown 36 in. x 5 in. Dust Mop Frame Clamp On	1	\$ 2.91	\$ 2.91
Renown 36X5 2-PLY WHITE PREMIUM TWIST COTTON DUST MOP	1	\$ 5.54	\$ 5.54
Renown 45 Gal. 16 mic 40 in. x 48 in. Natural Can Liner (25-Count, 10-Rolls per Case)	40	\$ 36.62	\$ 1,464.80

Supplies Description	Quantity	Unit Cost	Total Cost
Renown 54 in. Plastic Flat Mop Handle and Frame System	1	\$ 39.70	\$ 39.70
Renown Bathroom Cleaner Pod	1	\$ 24.46	\$ 24.46
Renown DUSTER EXTENDED POLYWOOL 52-84 IN.	15	\$ 5.78	\$ 86.70
Renown Fragrance Defoamer Pod	1	\$ 20.22	\$ 20.22
Renown Glass Cleaner Pod	1	\$ 10.37	\$ 10.37
Renown Half-Fold Toilet Seat Paper Cover-Recycled	40	\$ 47.82	\$ 1,912.80
Renown High-Gloss Floor Finish 5 Gal. Pail	1	\$ 78.61	\$ 78.61
Renown Liquid Defoamer Cleaner 1 Gal. (4 Per Case)	1	\$ 19.12	\$ 19.12
Renown Medium Scrub Sponge	1	\$ 0.59	\$ 0.59
Renown Multi-Surface Cleaner and Degreaser Pod	1	\$ 14.67	\$ 14.67
Renown Neutral Floor Cleaner Pod	1	\$ 26.69	\$ 26.69
Renown Super Finish II, 640 oz., 5 Gal. Pail Multi-Surface Floor Finish	1	\$ 110.51	\$ 110.51
Renown Tidal Wave Cinnamon Stick Urinal Screen (6 per Box)	1	\$ 22.88	\$ 22.88
Renown Toilet Mop Brush (6-Pack)	1	\$ 2.89	\$ 2.89
Renown White Cherry Scent Flat Urinal Screen	1	\$ 12.14	\$ 12.14
RUBBERMAID 19 In Low Profile Scrub-Strip Carpet Bonnet White/green, Carton Of 5	1	\$ 189.54	\$ 189.54
Rubbermaid Commercial Products 11-3/10 in. Upright Dust Pan	1	\$ 19.04	\$ 19.04
Rubbermaid Commercial Products Bonnet Low Profile With Scrub Strips 19 in. White	1	\$ 28.04	\$ 28.04
Rubbermaid Commercial Products Executive 7-1/2 in. Polypropulene Upright Lobby Broom	1	\$ 6.89	\$ 6.89
Rubbermaid Commercial Products Jumbo Smooth Sweep Angle Broom	1	\$ 11.19	\$ 11.19
Sany+ 1 Gal. Foaming Hand Soap	30	\$ 8.54	\$ 256.20
SAS Safety Derma-Max Disposable Powder-Free Nitrile Gloves, Large, Blue, 8 Mil (50 Gloves/Box)	20	\$ 10.36	\$ 207.20
SC Johnson Professional 1 Gal. Concentrated Carpet Pre-spray and Bonnet Cleaner, 4/case	1	\$ 20.10	\$ 20.10
Scotch-Brite 2.8 in. x 4.5 in. x 1.25 in. Easy Erasing Scrubbing Pad (4-Pack)	1	\$ 4.87	\$ 4.87
Scott 13.06 x 11 x 16.94 Essential Hard Roll Towel Dispenser, Smoke	1	\$ 1.10	\$ 1.10
Scott White Fast Change, Unperforated Essential Hard Roll Paper Towels (950/Roll, 6-Rolls/Case, 5,700/Case)	100	\$ 61.16	\$ 6,116.00
Scott White Multi-Fold Paper Towels with Fast-Drying Absorbency Pockets (16-Packs/Case, 250 Multi-Fold Towels/Pack)	50	\$ 35.39	\$ 1,769.50
SCOTT® ESSENTIAL* HARD ROLL TOWEL DISPENSER, BLACK	1	\$ 2.50	\$ 2.50
Simple Green 32 oz. Lime Remover Scale	1	\$ 4.72	\$ 4.72
Simple Green ALL PURPOSE CONCENTRATED CLEANER, GALLON, SASSAFRAS SCENT	1	\$ 15.05	\$ 15.05
SIMPLE GREEN LIME SCALE REMOVER, GALLON	1	\$ 9.27	\$ 9.27
SOLUTION 12/1L BOT	1	\$ 172.00	\$ 172.00
Spartan Chemical Co. Airlift Fresh Scent 1 Quart Air Freshener	8	\$ 3.06	\$ 24.48
Spartan FloorFront 1 Gallon Floor Finish (4 per pack)	1	\$ 24.02	\$ 24.02
Spartan Lite'n Foamy E3 1 Gallon Hand Sanitizer (4 per Pack)	1	\$ 89.70	\$ 89.70
Sperian Dust Masks (50-Pack)	1	\$ 9.11	\$ 9.11
SQUARE SCRUB 20 in. Rectangular Buffing Pad in Red (5 Per Case)	1	\$ 7.50	\$ 7.50
Tide Spring Meadows Laundry Detergent Pods (81-Count)	1	\$ 26.98	\$ 26.98
TimeMist Classic Dispenser in White	1	\$ 22.24	\$ 22.24
TimeMist Premium 5.3 oz. Caribbean Waters Meter Refill	1	\$ 5.73	\$ 5.73
Unger #9 Mini scraper with 1.5 in. Blade	1	\$ 1.92	\$ 1.92
Warner 4 in. Wall Scraper Blade (5-Pack)	1	\$ 3.27	\$ 3.27
WYPALL L30 White Strong and Soft Wipes DRC Towels (120-Sheets/Pop-Up Box, 6-Boxes/Case, 720-Wipes/Case)	1	\$ 47.80	\$ 47.80
Sharps Removal	1	\$ 100.00	\$ 100.00

\$ 26,999.54

SERVICE AREA		WAGES(Worksheet II)	ESTIMATED COST OF SUPPLIES(Worksheet III)
Terminal A	1104	\$ 40,162.34	\$ 5,730
Terminal A – East Concourse	1104	\$ 40,157.55	\$ 5,729
Terminal B	1702	\$ 61,720.92	\$ 8,835
Terminal B – EDS Building	70	\$ 2,547.54	\$ 363
Building 9 – L1, L2	128	\$ 4,559.94	\$ 664
Building 10	128	\$ 4,559.94	\$ 664
North Tower & Elevated Walkway	200	\$ 7,126.70	\$ 1,038
Parking Structure Elevator	16	\$ 576.06	\$ 84
Ground Transport Islands and Sidewalk	280	\$ 9,969.16	\$ 1,451
Valet Service Center	128	\$ 4,563.23	\$ 664
Building 36 (Lv 2)	65	\$ 2,304.25	\$ 335
Hangar 34 Office Areas	65	\$ 2,304.25	\$ 335
Parking Cashier Booths	65	\$ 2,304.25	\$ 335
North & West SIDA Booths	65	\$ 2,304.25	\$ 335
Maintenance Dept Building	65	\$ 2,304.25	\$ 335
Building 3 - Lv 1 & 2	19	\$ 683.04	\$ 99
TOTAL:	5201	\$ 188,147.65	\$ 26,999

WORKSHEET V MONTHLY EXPENSE SUMMARY

The undersigned hereby certifies that all of the statements, answers and representations made in this Proposal, including all supplementary statements attached hereto are true, accurate and complete. If Respondent is a corporation, partnership, joint venture or other business entity, the signatures of at least two authorized representatives of Respondent are required, unless more signatures are required by the formation or the organizational documents of Respondent, in which case, such greater number of signatures shall be required.

Submitted by:

Respondent Firm:	C&W Facility Services Inc.	_	
Signature:	June -	Signature:	Marl
Name:	Matt Noe	Name:	Mitch Newhouse
Title:	President of Geographies	Title	Chief Financial Officer
Date:	May 9, 2024	Date:	May 9, 2024

EXHIBIT H Displaced Janitor Opportunity Act Excerpt

DISPLACED JANITOR OPPORTUNITY ACT (California Labor Code Section 1061)

- (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.
 - (2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.
 - (3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.
- (b)(1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.
 - (2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

- (3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.
- (c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.
- (d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.
- (e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.
- (f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

*Excerpted and reprinted from www.leginfo.ca.gov

EXHIBIT I Non-AIP Project Federal Requirements

1. <u>General Civil Rights Provisions</u>

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. <u>Civil Rights – Title VI Assurance</u>

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

part.

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

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.

HOLLYWOOD BURBANK AIRPORT BAY AREA ANTI-TRAFFICKING COALITION

AIRPORT INITIATIVE

8-19-2024 Commission Mtg. Item No. 7.b. Collaboration with BAATC

 Employee awareness and training

 Signage: general public and potential victims

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8-19-2024 Commission Mtg Item No. 7.b

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National Human Trafficking Hotline Línea Nacional Contra la Trata de Personas 1-888-373-7888

8-19-2024 Commission Mtg. Item No. 7.b.