



SEPTEMBER 17, 2020

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, September 21, 2020, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Commission or staff may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, members of the public may observe and participate in the meeting telephonically through the following number:

Dial In: (978) 990-5000

Access Code: 880737#

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of Monday, September 21, 2020

9:00 A.M.

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



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

- *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 five minutes or to such other period of time as may be specified by the presiding officer.*



The following activities are prohibited:

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



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



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

AGENDA

Monday, September 21, 2020

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
 - a. Committee Minutes
(For Note and File)
 - 1) Operations and Development Committee
 - (i) May 18, 2020 ***[See page 1]***
 - 2) Finance and Administration Committee
 - (i) July 20, 2020 ***[See page 2]***
 - 3) Legal Government and Environmental Affairs Committee
 - (i) July 20, 2020 ***[See page 6]***
 - b. Commission Minutes
(For Approval)
 - 1) August 17, 2020 ***[See page 9]***
 - c. Auditor Required Communications for the FY 2020 Audits ***[See page 19]***
6. ITEMS FOR COMMISSION APPROVAL
 - a. Award of Construction Contract, Award of Professional Services Agreement, and Approval of Project Budget for Taxiway D7 Connector, Taxiway G Infield, and Delta Ramp Rehabilitation and Reconstruction Project – Project Number E20-01 ***[See page 30]***
 - b. Award of Contract - Aircraft Rescue Firefighting ("ARFF") Vehicle Replacement ***[See page 35]***
 - c. Approval of Form of Non-Exclusive License Agreement Commercial Aviation Ground Handling and Support Services ***[See page 38]***

d. Modification to Other Transaction Agreement
Transportation Security Administration

[See page 40]

e. Request for Appropriations – Director, Government and
Public Affairs

[See page 47]

7. ITEMS FOR COMMISSION INFORMATION

a. July 2020 Parking Revenue Statistics

[No staff report]

b. July 2020 Transportation Network Companies

[No staff report]

c. July 2020 Passenger and Cargo Ground Statistics

[See page 48]

8. COMMISSIONER COMMENTS
(Other updates and information items, if any)

9. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, September 21, 2020

[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 Operations and Development Committee meeting of May 18, 2020; approved minutes of the Finance and Administration Committee meeting of July 20, 2020; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of July 20, 2020, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the August 17, 2020 Commission meeting are attached for the Commission's review and approval.
- c. AUDITOR REQUIRED COMMUNICATIONS FOR THE FY 2020 AUDIT. A staff report is included in the agenda packet. In accordance with the applicable professional standards, the Authority's auditor, Macias Gini & O'Connell LLP has provided the attached letter to the Commission outlining its audit responsibilities, and planned scope and timing of the FY 2020 audits. Also attached is a copy of the annual engagement letter, which substantially conforms to the professional services agreement between the Authority and MGO for audit services. At its meeting on August 17, 2020, the Finance and Administration Committee voted (2-0, 1 absent) to recommend the Commission note and file these communications.

6. ITEMS FOR COMMISSION APPROVAL

- a. AWARD OF CONSTRUCTION CONTRACT, AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND APPROVAL OF PROJECT BUDGET FOR TAXIWAY D7 CONNECTOR, TAXIWAY G INFIELD, AND DELTA RAMP REHABILITATION AND RECONSTRUCTION PROJECT – PROJECT NUMBER E20-01. A staff report is included in the agenda packet. At its meeting on August 17, 2020, the Operations and Development Committee voted unanimously (3-0) to recommend to the Commission approval for: (I) Award of a construction contract in the amount of \$2,374,323 to PALP, Inc. dba Excel Paving Company Excel”) for the Taxiway D7 Connector, Taxiway G Infield, and Delta Ramp Rehabilitation and Reconstruction Project; (II) Award of a professional services agreement to RDM International, Inc., for a lump sum amount of \$178,004 for engineer of record construction administration services, onsite technical services, and materials testing for the Project; (III) Approval of a project budget for construction management, contract administration, and field observation for a not-to-exceed amount of \$75,000; and, (iv) Approval of a project contingency of \$120,000.

- b. AIRCRAFT RESCUE FIREFIGHTING ("ARFF") VEHICLE REPLACEMENT. 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 seeks Commission approval to award an Aircraft Rescue Firefighting ("ARFF") Vehicle Purchase Contract and related Purchase Order in the amount of \$808,912.33 to Rosenbauer Minnesota, LLC ("Rosenbauer") for a Rosenbauer Panther 4x4 Aircraft Rescue Firefighting vehicle with a no-later-than August 31, 2021 delivery date.
- c. APPROVAL OF FORM OF NON-EXCLUSIVE LICENSE AGREEMENT - COMMERCIAL AVIATION GROUND HANDLING AND SUPPORT SERVICES. A staff report is included in the agenda packet. At its meeting on August 17, 2020, the Finance and Administration Committee voted (2-0, one absent) to recommend that the Commission approve a Non-Exclusive License Agreement to Conduct Commercial Aviation Ground Handling and Support Services template.
- d. MODIFICATION TO OTHER TRANSACTION AGREEMENT - TRANSPORTATION SECURITY ADMINISTRATION. A staff report is included in the agenda packet. In support of the continuing effort to combat the spread of COVID-19, the Transportation Security Administration ("TSA") requested additional cleaning services for the passenger security checkpoints and employee breakroom in the Airport. Staff negotiated an increase in the authorized reimbursement with TSA and executed a Modification No. 2 to Other Transaction Agreement for these additional services for a four-month period beginning September 1 and ending December 31, 2020. Cleaning services are being provided by the Authority's janitorial service provider, Diversified Facility Solutions.
- e. REQUEST FOR APPROPRIATIONS – DIRECTOR, GOVERNMENT AND PUBLIC AFFAIRS. A staff report is included in the agenda packet. At the August 17, 2020, meeting of the Legal, Government and Environmental Affairs Committee, as part of the federal legislative update item, Staff discussed the need to fill the position of Director, Government and Public Affairs to address the growing list of issues at the federal, state, county and local levels. Currently the duties of this position are being addressed by Executive Director and Senior Deputy Executive Director. However, Staff finds that the Authority would be best served with this position filled on a full-time basis.

7. ITEMS FOR COMMISSION INFORMATION

- a. JULY 2020 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of July 2020.
- b. JULY 2020 TRANSPORTATION NETWORK COMPANIES. No staff report attached. Staff will update the Commission on TNC activity for the month of July 2020.

- c. JULY 2020 PASSENGER AND CARGO GROUND STATISTICS. A staff report is included in the agenda packet. The July passenger count of 110,548 was down 79.60% compared to last year's 541,942 passengers. Air carrier aircraft operations decreased 56.61%, while cargo volume in July was up 21.30%, at 11.24 million pounds.

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

MONDAY, MAY 18, 2020

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Brown.

ROLL CALL

Present: Commissioners Brown, Tornek (via teleconference)

Absent: Commissioner Devine

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Thomas Henderson, Director of Operations

1. Approval of Agenda The agenda was approved as presented.

2. Public Comment There were no public comments.

3. Approval of Minutes

a. April 20, 2020 Commissioner Brown moved approval of the minutes of the April 20, 2020 meeting, seconded by Commissioner Tornek (via teleconference). There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (2-0, 1 absent).

4. Items for Discussion

a. Operational Impacts of the Proposed FY 2021 Capital Projects Staff reviewed with the Committee the proposed FY 2021 budget capital program.

5. Items for Information

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

6. Adjournment There being no further business, the meeting adjourned at 8:43 a.m.

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

MONDAY, JULY 20, 2020

A regular meeting of the Finance and Administration Committee was called to order this date in the Burbank Room of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California, at 10:44 a.m., by Commissioner Selvidge.

ROLL CALL

Present: Commissioners Selvidge, Adams, Najarian (via teleconference)

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; David Kwon, Director, Financial Services; Scott Kimball, Director, Contracts, Properties, Procurement and SMS

1. Approval of Agenda Agenda was approved as presented.

Motion Commissioner Adams moved approval of the agenda, seconded by Commissioner Najarian.

Motion Approved There being no objection the motion was approved (3-0).

2. Public Comment There were no public comments.

3. Approval of Minutes

a. June 15, 2020 Draft minutes for the June 15, 2020, regular meeting of the Finance and Administration Committee meeting was presented for approval.

Motion Commissioner Adams moved approval of the minutes, seconded by Commissioner Najarian.

Motion Approved There being no objection the motion was approved (3-0).

4. Treasurer's Report

a. May 2020 A copy of the May 2020 Treasurer's Report was included in the agenda packet for the Committee's review.

Motion

Commissioner Adams moved approval, seconded by Commissioner Najarian.

Motion Approved

There being no objection the motion was approved (3–0) that it be forwarded to the Commission for note and file.

5. Contracts and Leases

a. Eighth Amendment to Development Ground Lease – Mercury Air Center-Burbank, Inc., dba Atlantic Aviation

Staff presented to the Committee for recommendation to the Commission for approval an Eighth Amendment to the Development Ground Lease ("Lease") for Mercury Air Center-Burbank, Inc., dba Atlantic Aviation ("Atlantic") to extend the Lease for ten (10) years to April 30, 2035.

Prior to the COVID-19 pandemic, Atlantic approached Staff expressing its desire to extend the term of their lease by ten (10) years and ensuring their presence at the Airport. Atlantic continued to reiterate its desire to extend the lease, commit to an additional capital improvement while undertaking a major rehabilitation of its ramp even as the potential long-term impact of the pandemic began to come into focus. Staff concluded discussions resulting with the proposed Amendment for the Committee's consideration.

Motion

Commissioner Adams moved approval, seconded by Commissioner Najarian.

Motion Approved

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

b. Terminal Space Lease – HG Burbank JV dba Hudson Group Retail, LLC

Staff presented to the Committee for recommendation to the Commission for approval a Terminal Space Lease with HG Burbank JV dba Hudson Retail, LLC ("Hudson") retroactive to July 1, 2020, for space to accommodate the installation of kiosks to provide retail sales of personal protective equipment ("PPE") in the public areas of Terminal A and Terminal B at the Airport.

The COVID-19 pandemic raised concerns amongst the traveling public over their health and well-being. In order to provide additional services to help address these concerns, Staff worked with Hudson to introduce kiosks within the public areas of the terminals to provide retail access to PPE prior to passengers boarding their aircraft. These kiosks provide an inventory of PPE such as face masks,

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hand sanitizers, sanitizer wipes and gloves, as well as such items as thermometers and UV-C travel cases.

Motion

Commissioner Adams moved approval, seconded by Commissioner Najarian.

Motion Approved

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

c. Eleventh Amendment to Lease and Concession Agreement – MCS Burbank, LLC

Staff presented to the Committee for recommendation to the Commission for approval an Eleventh Amendment to Lease and Concession Agreement ("Agreement") with MCS Burbank, LLC ("MCS") which revises the expiration of the Agreement from June 30, 2023 to June 30, 2025. MCS is the exclusive food and beverage concessionaire at the Airport and has a presence here since May 1992.

Due to the COVID-19 pandemic, the Replacement Passenger Terminal project has been delayed for an undetermined amount of time. The current terminal is expected to remain in operation beyond the 2023 current expiration date of the Agreement. The proposed two-year term will also provide MCS the opportunity to invest further improvements in the current operation.

Motion

Commissioner Adams moved approval, seconded by Commissioner Najarian.

Motion Approved

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

d. Airport Access and Facilities Use Agreement Class II and III Operations

Staff presented to the Committee for recommendation to the Commission for approval revised Airport Access and Facilities Use Agreement ("Agreement") templates for Class II (Hotel/Motel Vehicle) Operations and Class III (Off-Airport Parking Lot Vehicle) Operators. These Agreements set forth the terms, conditions, and fees to obtain a Commercial Access License and Airport Vehicle Permit Sticker for use of the roadways and facilities at the Airport.

Originally the entries of Class II and Class III Operators were monitored by use of an Automated Vehicle Identifier system ("AVI"). This system utilized dated transponder technology and ceased being reliable in 2012. Staff determined that a replacement would not be financially feasible due to the cost required to upgrade the IT technology and

infrastructure. A monthly rate was devised for each Class II and Class III Operator based upon their 12-month average of trip fees in the calendar year 2011. This fixed monthly rate is still being applied and is the subject of the proposed revised Agreement.

Motion

Commissioner Adams moved approval, seconded by Commissioner Najarian.

Motion Approved

There being no objection the motion was approved (3-0).

6. Item for Information

a. Committee Pending Items

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

7. Other Contracts and Leases

Staff updated the Committee on the status of a few current contracts and leases.

8. Adjournment

There being no further business to discuss, the meeting was adjourned at 11:16 a.m.

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

MONDAY, JULY 20, 2020

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:42 a.m., by Chairman Wiggins.

AB 23 Disclosure: The Assistant Board Secretary announced that, as a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

ROLL CALL

Present: Commissioners Wiggins, Agajanian (via teleconference) and Madison (arrived at 10:49 a.m., via teleconference)

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
Mark Hardymont, Director of Transportation and Environmental Programs

Airport Authority Counsel: Terence R. Boga of Richards, Watson and Gershon

TBI Airport Management Inc. Chief Executive Officer, John Green; Chief Financial Officer, Keith Robinson; Corporate General Counsel, Stephanie Griffin (via teleconference)

Airport Authority Legislative Consultant: Kristian Foy and Mike Arnold of Arnold and Associates (via teleconference)

1. Approval of Agenda The agenda was approved as presented.

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. June 15, 2020 Commissioner Agajanian (via teleconference) moved approval of the minutes of the June 15, 2020 meeting, seconded by Commissioner Wiggins. There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (2-0, 1 absent).

4. Contracts and Leases

a. Professional Services Agreement - Geosyntec Consultants, Inc.

Staff presented a report seeking a recommendation to the Commission for proposed Professional Services Agreement ("PSA") with Geosyntec Consultants, Inc. ("Geosyntec") for continued environmental services in connection with the State Water Board Order to conduct groundwater testing for the presence of per- and polyfluoroalkyl substances ("PFAS") in the amount of \$152,000 together with a contingency of \$15,200. Staff also recommended that the Committee authorize Staff to present a final access agreement with Lockheed Martin Corporation ("LMCO") to the Commission at its August 17th meeting.

Motion

Commissioner Agajanian (via teleconference) moved the Committee recommendation, seconded by Commissioner Wiggins.

Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

5. Items for Discussion

a. TBI Airport Management Inc. Presentation (continued)

Airport Authority Counsel, along with Chief Executive Officer John Green and Corporate General Counsel, Stephanie Griffin of TBI Airport Management, Inc. ("TBI") presented and resumed the discussion from the Committees last meeting on June 15, regarding the draft Request for Proposal for Human Resources Auditing Services ("RFP").

Motion

Following the discussion and careful review by the Committee, Commissioner Madison (via teleconference) moved that Airport Authority Counsel proceed with negotiations with TBI to enter into the RFP arrangement, including cost-sharing for legal and professional fees and costs associated with Airport-related collective bargaining, employee grievances, and litigation. The Committee requested that Staff come back to the full Commission with a proposal.

Motion Approved

Commissioner Agajanian (via teleconference) seconded the motion. There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

b. State Legislative Report

Kristian Foy and Michael J. Arnold of Arnold & Associates reviewed with the Committee the Legislative Status Report, the certified propositions for the November ballot and updates to the State Budget.

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, the meeting was adjourned at 11:28 a.m.

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

MONDAY, AUGUST 17, 2020

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

1. ROLL CALL

Present: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Adams, Agajanian (via teleconference), Najarian (via teleconference), Madison (via teleconference), and Kennedy (via teleconference)

Absent: None

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Environmental Affairs; Nerissa Sugars, Director, Marketing, Communications and Air Service; Tom Janowitz, Sr. Manager, Ground Access; Scott Kimball, Director, Contracts, Properties, Procurement and SMS

Also present via teleconference:
Mark McLoughlin, Director, Environmental Services, CA High Speed Rail Authority; Bruce Armistead, Director of Rail Operations, CA High Speed Rail Authority; Diane Ricard, Project Manager for Burbank to LA/LA to Anaheim; Rick Simon, Project Manager, Bakersfield/Palmdale and Palmdale to Burbank

2. PLEDGE OF ALLEGIANCE Commissioner Kennedy led the assembly in the recitation of the Pledge of Allegiance to the Flag.

3. APPROVAL OF AGENDA The agenda was approved as presented.

At this time President Selvidge announced that Items 9.a. and 7.h. would be taken after Item 5.

4. PUBLIC COMMENTS There were no public comments.

5. CONSENT CALENDAR

a. Committee Minutes (For Note and File)

1) Finance and Administration Committee

(i) June 15, 2020

Approved minutes of the Finance and Administration Committee meetings for June 15, 2020, were included in the agenda packet for information purposes.

2) Legal, Government and Environmental Affairs Committee

(i) June 15, 2020

Approved minutes of the Legal, Government and Environmental Affairs Committee meeting for June 15, 2020, were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) July 20, 2020

Minutes of the July 20, 2020, Commission meeting were included in the agenda packet for review and approval.

c. Treasurer's Report

1) May 2020

At its meeting on July 20, 2020, the Finance and Administration Committee reviewed the May 2020 Treasurer's report and voted (3–0) to accept the report and recommend to the Commission for note and file.

d. Terminal Space Lease – HG Burbank JV dba Hudson Group Retail, LLC

At its meeting on July 20, 2020, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a Terminal Space Lease with HG Burbank JV dba Hudson Group Retail, LLC, ("Hudson") retroactive to July 1, 2020, for space to accommodate the installation of kiosks to provide retail sales of personal protective equipment ("PPE") in the public areas of Terminal A and Terminal B at the airport.

e. Airport Access and Facilities Use Agreement Class II & III Operations

At its meeting on July 20, 2020, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve revised Airport Access and Facilities Use Agreement

("Agreement") templates for Class II (Hotel/Motel Vehicle) Operations and Class III (Off-Airport Parking Lot Vehicle) Operators. These Agreements set forth the terms, conditions, and fees to obtain a Commercial Access License and Airport Vehicle Permit Sticker for use of the roadways and facilities at the Airport.

MOTION

Commissioner Wiggins moved approval of the Consent Calendar; seconded by Commissioner Devine.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8-0, 1 abstention).

AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Adams, Agajanian (via teleconference), Najarian (via teleconference), Madison (via teleconference)

NOES: NONE

ABSTAINED: Commissioner Kennedy

9. ITEMS FOR COMMISSION INFORMATION

a. Presentation by CSHR Authority

Mark McLoughlin and staff members from the California High Speed Rail Authority updated the Commission on the status and schedule of their program.

Note: Commissioner Adams left the meeting at this time.

7. ITEMS FOR COMMISSION APPROVAL

h. Comment Letter for California High Speed Rail Authority Burbank to Los Angeles Project Section Draft Environmental Impact Report/Environmental Impact Statement

Staff presented to the Commission for authorization for the Authority General Counsel's office to send the California High-Speed Rail Authority ("CHSRA") a comment letter on the Draft Environmental Impact Report/Environmental Impact Statement ("EIR/EIS") for the Burbank to Los Angeles Project Station.

In May 2020, the CHSRA issued a Draft EIR/EIS for the Burbank to Los Angeles Project Section of its proposed high-speed rail system. The deadline for submission of public comments is August 31, 2020.

Comment letters have also been submitted by Eco-Rapid Transit and the City of Burbank.

MOTION

Commissioner Madison moved approval; seconded by Commissioner Wiggins.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8-0, 1 absent).

AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via teleconference)

NOES: NONE

ABSENT: Commissioner Adams

6. ITEMS FOR COMMISSION ACTION

a. Appointment of Committee Assignments

President Selvidge announced that all Committees would retain their current assignments with the additional assignment of Commissioner Kennedy of the City of Pasadena to the Operations and Development Committee, replacing Terry Tornek.

7. ITEMS FOR COMMISSION APPROVAL (*Continued*)

a. Eighth Amendment to Development Ground Lease Mercury Air Center-Burbank Inc. dba Atlantic Aviation

At its meeting on July 20, 2020, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve an Eight Amendment to Development Ground Lease ("Lease") for Mercury Air Center Burbank Inc. dba Atlantic Aviation.

Prior to the COVID-19 pandemic, Atlantic approached Staff expressing its desire to extend the term of their lease by ten (10) years and ensuring their presence at the Airport. Atlantic continued to reiterate its desire to extend the lease, commit to an additional capital improvement while undertaking a major rehabilitation of its ramp even as the potential long-term impact of the pandemic began to come into focus.

MOTION

Commissioner Wiggins moved approval; seconded by Commissioner Brown.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via tele-conference. The motion was approved (8-0, 1 absent).

AYES: Commissioners Selvidge (via tele-conference); Devine (via telecon-ference); Brown, Wiggins, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via tele-conference)

NOES: NONE

ABSENT: Commissioner Adams

b. Eleventh Amendment to Lease and Concession Agreement – MCS Burbank LLC

At its meeting on July 20, 2020, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve an Eleventh Amendment to Lease and Concession Agreement (“Agreement”) with MCS Burbank, LLC (“MCS”) which revises the expiration of the Agreement from June 30, 2023 to June 30, 2025. MCS is the exclusive food and beverage concessionaire at the Airport and has a presence here since May 1992.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Brown.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8-0, 1 absent).

AYES: Commissioners Selvidge (via tele-conference); Devine (via telecon-ference); Brown, Wiggins, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via tele-conference)

NOES: NONE

ABSENT: Commissioner Adams

c. Professional Services Agreement – Marketing and

At its meeting held immediately prior to the Commission meeting, the Operations and Development Committee voted (2–0) to recommend

Brand Support Services

the Commission approval a Professional Services Agreement (Agreement”) to Anyone Collective, LLC to provide marketing and brand support services for the Authority FY 2021 marketing program. The total expenditure under the proposed Agreement will not exceed \$60,000 and all services will be completed within FY 2021.

The impacts of the COVID-19 pandemic, and the significant decrease it has caused to demand for air travel, airline operations and airport revenues, have required the development of a fiscal year budget focused on the essential services required to maintain a safe and secure level of airport operations. As such, the level of services Staff recommends for consideration from Anyone Collective is to meet the most basic and essential marketing communications needs of the Authority. This includes website management, creative design and production services, monitoring of social and digital media analytics, and strategic planning for future outreach.

MOTION

Commissioner Devine moved approval; seconded by Commissioner Wiggins.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8-0, 1 absent).

AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via teleconference)

NOES: NONE

ABSENT: Commissioner Adams

d. Professional Services Agreement – Geosyntec Consultants, Inc.

At its meeting on July 20, 2020, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend approval of a Professional Services Agreement with Geosyntec Consultants, Inc. in the amount of \$152,000 with an additional \$15,200 for project contingency for implementation of the second phase of a State mandated work plan to determine the presence and extent in groundwater of the chemical per- and polyfluoroalkyl.

MOTION	Commissioner Agajanian moved approval; seconded by Commissioner Wiggins .
MOTION APPROVED	There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8-0, 1 absent).
	<p>AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via teleconference)</p> <p>NOES: NONE</p> <p>ABSENT: Commissioner Adams</p>
e. Access and License Agreement – Lockheed Martin Corporation	Staff presented for approval by the Commission an Access Agreement with Lockheed Martin Corporation (“LMCO”) in the amount of \$7,500 to allow for access to existing groundwater monitoring wells in or adjacent to Airport property for purposes of complying with the 2019 Order from the State Water Board with respect to the chemical per- and polyfluoroalkyl (“PFAS”) groundwater sampling work.
MOTION	Commissioner Wiggins moved approval; seconded by Commissioner Devine.
MOTION APPROVED	There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8-0, 1 absent).
	<p>AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via teleconference)</p> <p>NOES: NONE</p> <p>ABSENT: Commissioner Adams</p>
f. TBI Airport Management Human Resources Compliance Audit Request for Proposals	At its meeting of July 20, 2020, the Legal, Government and Environmental Affairs Committee (“Committee”) voted unanimously (3–0) to recommend to the Commission that the Authority approve participation in a request for proposals that TBI Airport Management,

Inc. ("TBI") is issuing for a human resources compliance audit. The consultant's audit findings will be issued to TBI and the Authority in a confidential legal opinion, and TBI requests that the Authority pay 35% of the consultant's fee up to a maximum of \$35,000.

The purpose of the audit is to obtain an evaluation of human resources operations and practices. Because the audit will include a review of the intersection between TBI and the Authority as part of an organizational structure review, and because the Fourth Management Contract provides for equitable cost sharing with respect to employee grievances and litigation, TBI is seeking the Authority's participation in and financial support for this effort. It is anticipated that the audit will lead to best practices and process improvements that ultimately reduce such costs by reducing employee grievances and litigation.

MOTION

Commissioner Agajanian moved approval; seconded by Commissioner Madison.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8-0, 1 absent).

AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via teleconference)

NOES: NONE

ABSENT: Commissioner Adams

NOTE: At this point a resident who had called in after the Public Comment period was given the opportunity to voice her concern regarding Item 7.g.

g. Response to Southern San Fernando Valley Airplane Noise Task Force Recommendations

Staff presented to the Commission a letter in response to the Southern San Fernando Valley Airplane Noise Task Force's ("Task Force") recommendations

regarding noise generated by aircraft departures from Hollywood Burbank Airport and Van Nuys Airport, five of which are specific to the Authority.

Staff recommended the Commission authorize the Executive Director to send the letter to the Task Force.

MOTION

Commissioner Wiggins moved approval; seconded by Commissioner Agajanian.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8-0, 1 absent).

AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via teleconference)

NOES: NONE

ABSENT: Commissioner Adams

8. ITEMS FOR COMMISSION DISCUSSION

a. Financial Performance Update: Recommendation to Continue Concessionaire Relief Support

Staff presented to the Commission an update on FY 2021 Budget development assumptions, aircraft operations and CARES Act grant disbursements with respect to COVID-19. Part of the presentation included information supporting a recommendation to continue concessionaire relief support.

MOTION

Commissioner Kennedy moved approval of Staff's recommendation; seconded by Commissioner Wiggins.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (8-0, 1 absent).

AYES: Commissioners Selvidge (via teleconference); Devine (via teleconference); Brown, Wiggins, Agajanian, (via teleconference), Najarian (via teleconference), Madison (via teleconference) and Kennedy (via teleconference)

NOES: NONE

ABSENT: Commissioner Adams

9. ITEMS FOR COMMISSION INFORMATION (*Continued*)

- | | |
|---|--|
| b. June 2020 Parking Revenue Statistics | Staff presented an update on the June 2020 parking revenue. |
| c. June 2020 Transportation Network Companies | Staff presented an update on the June 2020 Transportation Network Companies' activities. |
| d. June 2020 Passenger and Cargo Ground Statistics | Staff presented an update on the June 2020 Passenger and Cargo Ground statistics. |

10. CLOSED SESSION The meeting adjourned to close session at 11:08 a.m.

**a. THREAT TO PUBLIC SERVICES OR FACILITIES
(California Government Code Section 54957(a))
Consultation with Director, Public Safety**

Meeting Reconvened to Open Session	The meeting reconvened to open session at 11:21 a.m., with three Commissioners present and two connected via tele-conference.
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Closed Session Report	No reportable action taken on the presented item.
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11. COMMISSIONER COMMENTS Commissioner Agajanian informed the Commission of an article appearing in the August 14, 2020, issue of Newsweek magazine concerning air travel of flights less than 2 hours in light of COVID-19.

12. ADJOURNMENT There being no further business, the meeting was adjourned at 11:25 a.m.

Ross Selvidge, President

Don Brown, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2020**

**AUDITOR REQUIRED COMMUNICATIONS FOR
THE FY 2020 AUDITS**

SUMMARY

In accordance with applicable professional standards, the Authority's auditor, Macias Gini & O'Connell LLP ("MGO") has provided the attached letter to the Commission outlining its audit responsibilities, and planned scope and timing of the FY 2020 audits. Also attached is a copy of the annual engagement letter, which substantially conforms to the professional services agreement between the Authority and MGO for audit services. At the August 17, 2020, meeting of the Finance and Administration Committee, it was voted (2-0, 1 absent) to recommend to the Commission that it note and file these Auditor communications.

BACKGROUND

In accordance with professional standards issued by the American Institute of Certified Public Accountants ("AICPA"), MGO has issued the attached letter which (1) outlines its responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards*, and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance") related to the Single Audit of federal grant programs; and (2) outlines its planned scope and timing of the FY 2020 audits. The Auditor's responsibilities and management's responsibilities are detailed in the accompanying letters.

As the Committee functions as the Authority's Audit Committee, this letter provides a basic outline of the auditor's responsibilities related to the audits, together with its basic audit approach in accordance with professional standards.

Staff had a conference call with the MGO audit team on July 27, 2020, for an audit planning meeting to discuss in detail any significant accounting, auditing and reporting matters that may affect the FY 2020 audits, as well as to discuss the timing of audit fieldwork and reporting. Audit fieldwork will begin on August 24, 2020, with the final reports expected to be issued no later than November 24, 2020.

RECOMMENDATION

At the August 17, 2020, meeting of the Finance and Administration Committee, it was voted (2-0, 1 absent) to recommend to the Commission that it note and file these Auditor communications.



July 30, 2020

To the Board of Commissioners
Burbank-Glendale-Pasadena Airport Authority
2627 N Hollywood Way
Burbank, California 91505

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of the Burbank-Glendale-Pasadena Airport Authority (the Authority) financial statements and compliance as of and for the year ended June 30, 2020.

Communication

Effective two-way communication between our firm and the Board of Commissioners is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the Authority and its respective environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and nonaudit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of Macias Gini & O'Connell LLP is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain nonaudit services that may be provided by Macias Gini & O'Connell LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how the Authority functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your business and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

We will also use our understanding of internal controls to identify risks of material noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material noncompliance with laws, regulations, and provisions of agreements that have a direct and material impact on major federal programs. We will also obtain an understanding of the users of compliance reporting in order to establish applicable materiality level(s) for compliance audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements and compliance with applicable requirements for major programs might be susceptible to material noncompliance due to fraud, error, or abuse.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements and compliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinions in our reports. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial and compliance information needs of users of the financial statements and compliance reports. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further financial audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements and noncompliance as well as financial statements and noncompliance of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results. We will also accumulate information concerning noncompliance during the audit and communicate information concerning noncompliance in accordance with applicable provisions of *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act; the U.S. Office of Management and Budget Uniform Guidance, the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration for the Authority's Passenger Facility Charge Program; and the *California Civil Code Section 1936*, as amended for the Authority's Customer Facility Charge Program.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the Authority's basic financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the Authority's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act, and the Uniform Guidance.

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.

Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

Using the Work of Internal Auditors

As part of our understanding of internal control, we will obtain and document an understanding of your internal audit function. We will read relevant internal audit reports issued during the year to determine whether such reports indicate a source of potential error or fraud that would require a response when designing our audit procedures. Because internal auditors are employees, they are not independent and their work can never be substituted for the work of the external auditor. We may, however, alter the nature, timing, and extent of our audit procedures, based upon the results of the internal auditor's work or use them to provide direct assistance to us during the performance of our audit.

Timing of the Audit

We have scheduled preliminary audit field work for the week of August 24, 2020 with final field work commencing the week of September 28, 2020. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the Burbank-Glendale-Pasadena Airport Authority.

This communication is intended solely for the information and use of the Members of the Board of Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "Macias Gini & O'Connell LLP". The signature is written in a cursive, flowing style. The "L" in "LLP" is stylized with a horizontal line extending to the right.

Macias Gini & O'Connell LLP



July 30, 2020

To the Management of the Burbank-Glendale-Pasadena Airport Authority:

Macias, Gini & O'Connell, LLP (MGO) is pleased to confirm our understanding of the services we are to provide to the Burbank-Glendale-Pasadena Airport Authority (the Authority) as set forth in the Professional Services Agreement dated May 17, 2017 and related Purchase Order No. A6261 between the Authority and MGO for annual professional auditing services (Agreement). This letter summarizes our professional responsibilities under professional auditing standards in addition to management responsibilities.

Audit of the Financial Statements and Internal Control over Financial Reporting

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement, whether caused by error or fraud, and whether effective internal control over financial reporting was maintained in all material respects. Accordingly, there is some risk that a material misstatement of the financial statements or a material weakness in internal control over financial reporting would remain undetected. Although not absolute assurance, reasonable assurance is a high level of assurance. Also, the audit is not designed to detect error or fraud that is immaterial to the financial statements or deficiencies in internal control over financial reporting that, individually or in combination, are less severe than a material weakness. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of our engagement.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Our audit will include obtaining an understanding of the Authority and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Notwithstanding the unprecedented circumstances resulting from the COVID-19 outbreak, we continue to have a professional obligation to gather sufficient appropriate audit evidence in support of your basic financial statements. Travel restrictions, actual or suspected infections, work from home requirements, changes – such as work force reductions - made to accommodate the current business environments, or other similar matters may result in delays in your employees' ability to provide us the necessary audit evidence on a timely basis or at all. Similarly, such matters may impact our own ability to collect or appropriately assess necessary audit evidence on a timely basis or at all.

Should such events occur, you and MGO will make good faith efforts to complete alternative procedures to gather and assess necessary audit evidence. Such procedures might include, but not be limited to, our respective employees working from home, transferring more audit information via electronic modes (preferably through our secure MGO Exchange portal), and meeting virtually rather than in-person. As to audit evidence transferred via electronic modes, you are responsible to ensure that such evidence is authentic, complete, and accurate for the purposes it is meant to serve. MGO will perform, as it deems necessary, incremental procedures to validate the authenticity, completeness, and accuracy of such audit evidence.

As necessary, and as indicated in the Fees section of the Agreement, we will notify you if such alternative procedures require additional efforts and, if possible, an estimate of the additional cost. In particular, impacts from the COVID-19 outbreak may result in our inability to properly complete the engagement or require us to include such an explanatory or emphasis paragraph in our auditor's report.

We will issue a written report upon completion of our audit of Authority's basic financial statements and its internal control over financial reporting. Our report will be addressed to the Board of Commissioners (governing body) of the Authority. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Authority's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the Authority has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of those procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Authority's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Authority's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities for the Authority's Annual Financial Audits

In accordance with American Institute of Certified Public Accountants (AICPA) Professional Standard AU-C 210, *Terms of Engagement*, paragraph .06 b), the auditor is required to obtain the agreement of the audit client's management that it acknowledges and understands its management responsibilities as outlined below.

Authority management is responsible for the following:

- 1) Establishing and maintaining effective internal controls, including monitoring ongoing activities.
- 2) The selection and application of accounting principles.
- 3) The preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States (U.S. GAAP).
- 4) Making all financial records and related information available to MGO and for the accuracy and completeness of that information.
- 5) Providing MGO with:
 - Access to all information of which Authority management is aware that is relevant to the preparation and fair presentation of the financial statements;
 - Access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit;

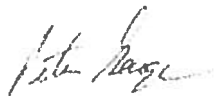
- Additional information that MGO may request for the purpose of the audit; and
 - Unrestricted access to persons within the Authority from whom MGO determines it necessary to obtain audit evidence.
- 6) Adjusting the financial statements to correct material misstatements and confirming to MGO in a management representation letter that the effects of any uncorrected misstatements aggregated by MGO during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.
 - 7) The design and implementation of programs and controls to prevent and detect fraud.
 - 8) Informing MGO about all known or suspected fraud affecting the Authority involving:
 - Management;
 - Employees who have significant roles in internal control; and
 - Others where the fraud could have a material effect on the financial statements.
 - 9) Informing MGO of its knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, grantors, regulators, or others.
 - 10) Identifying and ensuring that the Authority complies with applicable laws and regulations.
 - 11) Acknowledging management's responsibility for the preparation of the other supplementary information, which we have been engaged to report on, and providing us with the written representation letter that Authority management believes that the supplementary information, including its form and content, is fairly presented in accordance with GAAP.
 - 12) Identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.
 - 13) Identifying all federal awards received and understanding and complying with the compliance requirements for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance.
 - 14) Acknowledging to MGO in the written representation letter that a) management is responsible for the presentation of the schedule of passenger facility charges revenues and expenditures in accordance with the *Passenger Facility Charge Audit Guide for Public Agencies* (Guide) issued by the Federal Aviation Administration; b) management believes the schedule of passenger facility charges revenues and expenditures, including its form and content, is stated fairly in accordance with the Guide; c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the of the schedule of passenger facility charges revenues and expenditures.
 - 15) Acknowledging to MGO in the written representation letter that a) management is responsible for the presentation of the schedule of customer facility charges revenues and expenditures in accordance with the *California Civil Code Section 1936, as amended* (Code); b) management believes the schedule of customer facility charges revenues and expenditures, including its form and content, is stated fairly in accordance with the Code; c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the of the schedule of customer facility charges revenues and expenditures.

- 16) Acknowledging to MGO in the written representation letter that a) management is responsible for the presentation of the schedule of expenditure in federal awards in accordance with the Uniform Guidance; b) management believes the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards
- 17) Establishing and maintaining a process for tracking the status of audit findings and recommendations.
- 18) Providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Scope of Services" section of the Agreement. This responsibility includes relaying to MGO corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies.
- 19) Providing management's views on MGO's current findings, conclusions, and recommendations, as well as its planned corrective actions, for the report, and for the timing and format for providing that information.

Authority management agrees to assume all management responsibilities related to the financial statements and related notes, and any other nonaudit services MGO provides. Further, Authority management agrees to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Because of the inherent limitations of an audit, together with inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned in accordance with U.S. GAAP and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will also include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

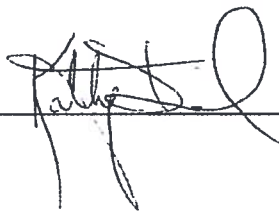
MGO appreciates the opportunity to be of service to the Authority. If you have any questions, please let us know.

Very truly yours,



Peter S. George CPA
Partner, Macias Gini & O'Connell LLP

By your signature below, you acknowledge and understand your responsibilities as management for the Authority's annual financial audit for fiscal year ended June 30, 2020.

By:  _____

Title: Deputy Executive Director
Finance & Administration

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2020**

**AWARD OF CONSTRUCTION CONTRACT,
AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND
APPROVAL OF PROJECT BUDGET FOR
TAXIWAY D7 CONNECTOR, TAXIWAY G INFIELD, AND DELTA RAMP
REHABILITATION AND RECONSTRUCTION PROJECT
PROJECT NUMBER E20-01**

SUMMARY

At its meeting on August 21, 2020, the Operations and Development Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve the:

- i) Award of a construction contract in the amount of \$2,374,323 to PALP, Inc. dba Excel Paving Company ("Excel") for Taxiway D7 Connector, Taxiway G Infield, and Delta Ramp Rehabilitation and Reconstruction Project ("Project");
- ii) Award of a professional services agreement to RDM International, Inc. ("RDM") for a lump sum amount of \$178,004 for engineer of record construction administration services, onsite technical services, and materials testing for the Project;
- iii) Approval of a project budget for construction management, contract administration, and field observation for a not-to-exceed amount of \$75,000; and,
- iv) Approval of a project contingency of \$120,000.

BACKGROUND

Taxiway Delta 7 Connector was identified as requiring rehabilitation based upon a low Pavement Condition Index ("PCI") value of 36. This indicates the pavement is in very poor condition, which can be attributed to fatigue from aircraft and the age of pavement.

Similarly, the Taxiway G Infield area has low PCI values ranging from 41-55 and warrants rehabilitation.

The Delta Ramp area is utilized for Remaining Overnight ("RON") operations for commercial aircraft when parking at the passenger terminal gates is unavailable. The PCI for the existing ramp area is 61 and requires rehabilitation. The area north of the ramp is an unimproved lot currently outside of the Airfield Operations Area but identified as a viable extension of the RON area. Currently, this area is utilized for tenant short-term lease opportunities and as a construction staging and laydown area for other construction projects.

PROJECT DETAILS

The Authority engaged RDM to develop design documents for the Project based on FAA requirements for Airport Improvement Program ("AIP") grants. The proposed rehabilitation detailed in the design consists of the following:

Taxiway D7 Connector – The pavement requires rehabilitation of 8" full-depth pavement replacement in the keel section, and replacement of 3" elsewhere within the limits of the connector. This design addresses the aircraft fleet mix in the area of the airport where the heavier weight aircraft of air cargo operators creates a need to strengthen the pavement.

Taxiway G Infield – The design of this rehabilitation will remove and replace the existing pavement to a depth of 3". Testing of the underlying material gave information on the strength of the soil which allowed the engineer to determine that a "mill and fill" rehabilitation is appropriate to meet FAA design life criteria. Although this portion of the airfield is within the movement area system, it is designed to see only emergency aircraft use and thus has allowed service for more than 30 years. This design also addresses a permanent pavement repair adjacent to an abandoned utility pad.

Delta Ramp Rehabilitation and Extension – The design of this area located on the northwest quadrant of the airport is for both a rehabilitation of the existing asphalt and the development of additional ramp space on an adjacent undeveloped parcel. The design also considers the maximization of the ramp to accommodate both Design Group 3 and Group 4 aircraft. The final design provides six remote parking positions for Group 3 aircraft and two of those positions may be utilized for larger Group 4 aircraft. The remote parking positions will not be used for the loading or unloading of passengers.

PROCUREMENT (SOLICITATION/BID EVALUATION/RECOMMENDATION FOR AWARD)

Staff initiated the construction bid process on May 1, 2020, by posting bid documents on PlanetBids and advertising in the Dodge Construction News and other local newspapers, and by posting the bid opportunity on the Internet and in the Burbank, Glendale and Pasadena city halls. Five bids were received on June 1, 2020, with the following results:

CONTRACTOR	BID	DBE%
PALP, Inc. dba Excel Paving Company (Long Beach, CA)	\$2,374,322.65	16.6%
Sully-Miller Contracting Company (Orange, CA)	\$2,635,004.00	
C.A. Rasmussen, Inc. (Valencia, CA)	\$2,690,039.87	
All American Asphalt (Corona, CA)	\$2,845,539.55	
Granite Construction (Watsonville, CA)	\$2,894,002.81	

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STAFF REPORT\COMMISSION\9-21-2020
AWARD OF CONSTRUCTION CONTRACT,
AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND
APPROVAL OF PROJECT BUDGET FOR
TAXIWAY D7 CONNECTOR, TAXIWAY G INFIELD, AND
DELTA RAMP REHABILITATION AND RECONSTRUCTION PROJECT
PROJECT NUMBER E20-01

DBE PROGRAM

The Authority's adopted "race-conscious" Disadvantaged Business Enterprise ("DBE") program and guidelines were incorporated into the construction bid documents. The DBE goals established for the Project was 16.55%. Staff verified that the DBE goal was met by the firm that submitted the apparent low bid.

BID EVALUATION

The bids were evaluated by the Procurement Department to determine responsiveness to the Request for Bids. Staff inspected the inventory of documentation required of each bidder and determined that all were "responsive" as 100% of the documentation requirements were received from each bidder. An additional evaluation was conducted to determine whether there were any bid anomalies, and none were found. Staff also verified that the firm that submitted the apparent low bid had attended the mandatory pre-bid field walk. All persons who attended the field walk were compliant with Los Angeles County Health guidelines for social distancing.

CONSTRUCTION ADMINISTRATION/TESTING

Staff negotiated a detailed scope of services and fee with RDM, the designer of record, for an engineer of record construction administration services, technical services, and materials testing services. These services include site visits, weekly progress meeting participation, materials compliance testing (quality assurance), compaction testing, non-compliance reporting, corrective actions follow up, and FAA Acceptance Testing Summary reporting. Staff believes the proposed value of the services in the amount of \$178,004 is reasonable based upon the defined scope. This amount was arrived at consistent with the procurement process outlined in applicable FAA guidance.

CONSTRUCTION MANAGEMENT/CONTRACT ADMINISTRATION

Project and construction management, field coordination, and stakeholder communication will be provided by the Engineering and Operations Departments. Azrial Consulting will provide AutoCAD and site reference services. The proposed total not-to-exceed budget for all services is \$75,000. Azrial Consulting provides services to the Authority on an as-needed basis via an ongoing time and materials contract.

SCHEDULE

The contractor's performance period is 120 calendar days and Staff shall issue a Notice to Proceed as soon as possible following Commission approval and receipt of all contractual prerequisites.

The contract allows for work seven days a week.

OPERATIONS IMPACTS

Staff will communicate with the Airlines, Air Traffic Control Tower, FBOs, and other stakeholders to provide regular project status and schedule updates. Completion of the Project will require short-term closure of several movement areas. Any closures that impact runways will be limited to the time between 10:30 pm – 6:30 am, and runways will be re-opened for use each day. To minimize the risk of the Project impacting regular airport operations, any failure to complete work necessary to re-open the taxiway prior to the 6:30 am deadline subjects the contractor to substantial liquidated damages assessed based on minutes of delay.

ENVIRONMENTAL REVIEW

Staff has reviewed the California Environmental Quality Act guidelines regarding exemptions applicable to the Project and determined that the Project is exempt pursuant to the Class 1 categorical exemption (14 C.C.R. § 15301). Among other things, that exemption covers rehabilitation of deteriorated facilities to meet current standards of public health and safety in situations where damage is not substantial and has not resulted from an environmental hazard.

Additionally, in accordance with the National Environmental Protection Agency (NEPA) requirements for federally funded projects, a Categorical Exclusion (Cat Ex) was filed with the FAA and approved.

BUDGET APPORTIONMENT

CATEGORY OF WORK	AMOUNT	% of COSTS
Construction	\$ 2,374,323	78%
Construction Administration/Testing	\$ 178,004	6%
Construction Management/Contract Administration	\$ 75,000	2%
Project Contingency	\$ 120,000	4%
Construction Total	\$ 2,747,327	90%
Project Formulation Costs*	\$ 304,786	10%
Project Total	\$ 3,052,113	100%

* On December 16, 2019, the Commission awarded RDM a \$369,535 professional services agreement for design services, approved a \$37,000 design management and administration budget, and approved a \$60,000 project aggregate contingency for a total project formulation amount of \$466,535.

BUDGET IMPACTS

The adopted FY 2021 budget includes appropriations for the Project in the amount of \$2,295,000 to be funded with an AIP grant for 80.59% of the project costs, with the remaining sponsor match of 19.41% from allocated CARES Act funds. Based on bids received, the proposed FY 2021 expenditures exceed the budget appropriations by \$452,000. After receipt of bids, the updated total project cost of \$3,052,113 was submitted to the FAA in a final AIP grant application. The grant application includes reimbursement of project formulation costs in the amount of \$304,786 for design and design management services previously approved by the Commission and already complete. In discussions with the local FAA office, Staff anticipates the AIP grant will be issued in late August for the revised cost. Staff is presenting the Project to the Committee for its recommendation subject to the receipt of the AIP grant. The Project will be presented to the Commission for consideration once the grant funding is received.

RECOMMENDATIONS

At its meeting on August 17, 2020, the Committee voted unanimously (3–0) to recommend to the Commission that it:

- i) Award a construction contract in the amount of \$2,374,323 to Excel for the Project;
- ii) Award a professional services agreement to RDM for a lump sum amount of \$178,004 for engineer of record construction administration services, onsite technical services, and materials testing for the Project;
- iii) Approve a project budget for construction management, contract administration, and field observation for a not-to-exceed amount of \$75,000; and,
- iv) Approve a project contingency of \$120,000.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2020**

**AWARD OF CONTRACT
AIRCRAFT RESCUE FIREFIGHTING ("ARFF")
VEHICLE REPLACEMENT**

SUMMARY

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award an ARFF Vehicle Purchase Contract and related Purchase Order in the amount of \$808,912.33 to Rosenbauer Minnesota, LLC ("Rosenbauer") for a Rosenbauer Panther 4x4 Aircraft Rescue Firefighting ("ARFF") vehicle with a no later than August 31, 2021 delivery date.

BACKGROUND

The Authority currently owns and operates a fleet of four ARFF vehicles. The fleet is comprised of one 2003 Oshkosh ARFF vehicle, one 2007 Rosenbauer ARFF vehicle, one 2011 Rosenbauer ARFF vehicle and one 2015 Rosenbauer ARFF vehicle. The equipment is primarily used for aviation-related crash, fire and rescue response operations at the Hollywood Burbank Airport. The Authority also owns several additional pieces of apparatus including emergency medical response vehicles and utility vehicles.

The Federal Aviation Administration ("FAA") requires a specific level of fire suppression capability at airports. This level of fire suppression is described as an "Index" level. Index levels range from level A to level E and are determined by the fuselage length of the longest air carrier aircraft with 5 or more daily departures. Hollywood Burbank Airport is considered an Index "C". This means that the longest air carrier aircraft with 5 or more daily departures are aircraft fuselage lengths that are at least 126 feet long but less than 159 feet long.

For airports that have an Index level "C", the FAA requires that the airport have operational at least two fire suppression vehicles with the following characteristics:

- One vehicle carrying at least 500 pounds of sodium based dry chemical or Halotron.
- One vehicle carrying an amount of water and commensurate quantity of aqueous form filming foam ("AFFF") so that the total quantity of water for foam production carried by both vehicles is at least 3000 gallons.

The Authority currently provides a greater-than-minimum response for aircraft incidents, by providing sufficient staffing to allow three ARFF vehicles to respond. When an alert involving an aircraft is issued, the Airport Fire Department responds with three of its ARFF vehicles, if at least three of the vehicles are mission ready. While this response is in excess of the FAA minimum standards, responding with three ARFF vehicles allows staging of the vehicles along the length of the runway, and provides for a faster and higher response level

while ensuring fire protection on all sides of the aircraft with a fast extinguishment if a fire is involved. Staff strongly believes that this high level of response is warranted and desirable.

The Authority maintains a fourth ARFF vehicle in reserve. The reserve vehicle ensures that the airport will always be at index and able to operate, if one or two of the vehicles are inoperative due to mechanical problems, or during those time periods where preventative maintenance is being performed.

The National Fire Protection Association (NFPA), the FAA and the original equipment manufacturers recommend a tactical, useful life of approximately ten years for ARFF apparatus. Equipment older than ten years must be constantly evaluated for performance, with FAA Guidelines specifying that all firefighting systems should be replaced or extensively remanufactured in the 10 to 15-year life range.

The 17 year-old Oshkosh ARFF vehicle has simply reached the end of its service life.

PROCUREMENT

A Request for Bids ("RFB") was issued on April 30, 2020 in accordance with FAA guidance per Advisory Circular 150/5220-10E ("AC"). In addition to posting on PlanetBids, the competitive opportunity was advertised in the Los Angeles Times, the ACI-NA, AAAE, and ACCOnline websites, as well with the cities of Burbank, Glendale and Pasadena's websites.

Staff solicited bids using the Request for Bid ("RFB") process as outlined by FAA guidelines for equipment acquisition utilizing Airport Improvement Program ("AIP") funds, with a FAA reviewed and pre-approved RFB package.

Staff held a mandatory pre-bid teleconference on May 6, 2020, with three manufacturers attending. All three manufacturers that participated in the pre-bid teleconference submitted responses by the bid deadline.

The manufacturers were instructed to bid a three-part Bid Schedule (Schedules A, B and C):

- Bid Schedule A stated the proposed base vehicle price;
- Bid Schedule B was separated by unit pricing Line Items for ancillary but necessary equipment; and
- Bid Schedule C was for alternates that were desired to be included in the new vehicle but were not mandatory for its desired function.

The three Bid Schedules were developed in this manner because AIP/PFC funding cannot be used for the acquisition of "ancillary" but required aftermarket equipment, such as radios, ladders, hose, flashlights, and fire extinguishers. The base vehicle price in Bid Schedule A will be funded by an FAA grant under the AIP Program. Items included in Bid Schedules B and C must be purchased using Authority funds.

Award for the project was based on the lowest responsive, responsible bidder for Bid Schedules A and B only. Bid Schedule C would be considered based on price for these extra components and the reasonableness of the proposed prices.

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Bids were received electronically via PlanetBids on June 1, 2020 at 4:00 p.m. with the following results:

<u>MANUFACTURER</u>	<u>(BASE VEHICLE) BID SCHEDULE A</u>	<u>(ANCILLARIES) BID SCHEDULE B</u>	<u>BID PRICE</u>
Rosenbauer Minnesota, LLC	\$753,166.26	\$55,294.04	\$808,460.30
E-One, Inc	\$783,984.44	\$57,347.00	\$841,331.44
Oshkosh Truck Corp.	\$842,850.23	\$55,049.00	\$897,899.23

Staff reviewed and clarified the bid submittals and all three contractors, Rosenbauer, E-One and Oshkosh were deemed to be responsive in accordance with the vehicle specifications of the revised FAA Advisory Circular No. 150/5220-10E. Rosenbauer's Bid Schedule C price of \$452.03 has been deemed reasonable and is included in the proposed award value should the Commission approve the award.

These results, along with the supporting documentation and Staff's recommendation were delivered to FAA for its review on June 8, 2020.

On June 8, 2020, Staff received electronically a letter from FAA stating that it concurred with Staff's recommendation to proceed with the award of contract to Rosenbauer Minnesota, LLC.

BUDGET

Appropriations in the amount of \$875,00.00 for this acquisition are included in the FY 2020/2021 Facility Improvement (Capital) budget. The base vehicle acquisition of \$753,166.26 is being funded through an Airport Improvement Program ("AIP") grant with the local sponsor match and ancillary equipment of \$55,746.07 funded through an additional allocation of CARES Act funding for AIP Grant awards.

SCHEDULE

Per the terms of the RFB, the specified ARFF vehicle must be fabricated and delivered to the Authority within 365 days from the date the Notice to Proceed is issued.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to issue a Purchase Order to Rosenbauer Minnesota, LLC for a Rosenbauer Panther 4x4 ARFF vehicle in the amount of \$808,912.33 with a projected delivery date of no later than August 31, 2021.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2020**

**APPROVAL OF FORM OF
NON-EXCLUSIVE LICENSE AGREEMENT
COMMERCIAL AVIATION GROUND HANDLING
AND SUPPORT SERVICES**

SUMMARY

At its meeting on August 17, 2020, the Finance and Administration Committee ("Committee") voted (2–0, one absent) to recommend that the Commission approve a Non-Exclusive License Agreement to Conduct Commercial Aviation Ground Handling and Support Services ("Agreement") template, copy attached.

BACKGROUND

Over the years, in order to effectuate cost reduction and efficiencies, commercial passenger airlines have utilized subcontractors that provide "above the wing" passenger services, and "below the wing" ramp, fuel and baggage services. These services are commonly identified as "ground handling and support services". Providers of ground handling and support services typically are companies that specialize in this field of aviation, an airline, or even the airport sponsor. Ground handling and support services can address an airline's many operational needs at an airport between the time an aircraft arrives at a terminal gate and the time the aircraft departs.

At Hollywood Burbank Airport ("Airport"), the majority of the commercial passenger airlines utilize a specialty company for ground handling and support services. The only exception is Southwest Airlines, which utilizes its own employees except for fueling and aircraft maintenance. All other airlines use the services of either GAT Airline Ground Support or Unified Services.

Currently ground handling companies' activities at the Airport are performed under a contract executed with a commercial passenger airline that is a signatory to the Airport Use Agreement. Alaska, American, Delta, JetBlue, Spirit and United are signatories to the Airport Use Agreement, and they directly arrange for the ground handling and support services provided by these companies.

This is a highly competitive field in aviation with numerous companies competing to provide such services to the airlines. Prior to the recent arrival of Unified Services, the Authority had one aircraft maintenance service provider, one fueling services provider, and one aircraft above and below the wing service provider. To date, Staff has been able to manage and oversee these providers indirectly through an airlines' Airport Use Agreement. However, as airlines seek further cost savings, the potential for additional specialty companies to apply to provide ground handling services with the airlines at the Airport has become a reality.

In order to improve management and oversight of ground handling and support services at the Airport, Staff in coordination with Authority General Counsel's office has prepared the attached Agreement template. This Agreement will enable the Authority to have a direct contractual relationship with ground handling companies. The Agreement addresses rights, privileges, insurance requirements, indemnification, and airport rules and regulations, as well as the Authority's ability to impose a fee on the ground handling company's revenue operation at the Airport. The Agreement also allows the Authority, due to the limited space available in the terminal area, to restrict the number of ground handling services providers to ensure safe operations within a congested and highly active area of the Airport.

DETAILS

Key components of the proposed Agreement are as follows:

Premises:	Access to the Airport Terminal for the purpose of providing ramp, baggage, cargo, and/or passenger handling services
Use:	Allows the Licensee the non-exclusive right to provide airline ground handling and support services at the Airport
Term:	One-year with an option to extend in one-year increments subject to the approval of the Executive Director
Termination:	Sixty-day (60) prior written notice by either party
Fees:	When imposed by the Authority, ten percent (10%) on all gross revenues derived from all sources occurring at the Airport by Licensee

REVENUE IMPACT

When imposed, the ten percent (10%) on gross revenues is expected to have a positive impact on the Authority's operating budget.

RECOMMENDATION

At its meeting on August 17, 2020, the Committee voted (2-0, one absent) to recommend that the Commission approve a Non-Exclusive License Agreement to Conduct Commercial Aviation Ground Handling and Support Services template and authorize the Executive Director to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2020**

**MODIFICATION TO OTHER TRANSACTION AGREEMENT
TRANSPORTATION SECURITY ADMINISTRATION**

SUMMARY

In support of the continuing effort to combat the spread of COVID-19, the Transportation Security Administration ("TSA") requested additional cleaning services for the passenger security checkpoints and employee breakroom in the Airport. Staff negotiated an increase in the authorized reimbursement with TSA and executed a Modification No. 2 to Other Transaction Agreement ("OTA") for these additional services for a four-month period beginning September 1 and ending December 31, 2020. Cleaning services are being provided by the Authority's janitorial service provider, Diversified Facility Solutions, ("DFS").

BACKGROUND

On May 1, 2020, the Authority entered into an OTA with TSA for reimbursement of the initial cost of cleaning services at the passenger security checkpoint. Subsequent to this, TSA allocated additional CARES Act funds for additional cleaning including its employee breakroom. The monthly cost for the cleaning services is \$13,707.88. The total value of Modification No. 2, copy attached, is \$54,831.52.

DETAILS

To support the urgency to incorporate additional cleaning services at the passenger security checkpoints and TSA employee breakroom, Staff negotiated the scope and cost of these services between TSA and DFS. Once the services and cost for these services for the four-month period were agreed to, Staff executed Modification No. 2 to the OTA on August 26, 2020 and issued a Task Order to DFS the same day to initiate the additional cleaning service effective September 1.

Staff will monitor the services and discuss with TSA the need for and continuation of the enhance cleaning services prior to the end of year holiday travel period.


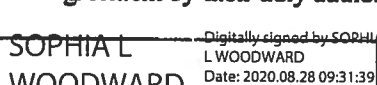
RECOMMEDATION

Staff requests that the Commission ratify the execution of Modification No. 2 to the OTA with the TSA for the additional cleaning services of the security checkpoint and breakroom facilities at the Airport.



Transportation
Security
Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER:		REQUISITION NUMBER:	
70T01020T9NCKP016 Modification Number: P00002		21-20-200CKP214	
ISSUED TO:		ISSUED BY:	
Burbank Glendale Pasadena Airport Authority Burbank Bob Hope Airport 2627 N. Hollywood Way Burbank, CA 91505-1062 Attn: Scott Kimball, Manager, Business & Property Phone: 818-565-1314 Email: SKimball@bur.org DUNS: 126078450 EIN: 953337732		Transportation Security Administration Office of Acquisition Human Capital and Finance Division 601 S 12 th Street Arlington, VA 20598-6025 Contract Specialist: Chantay Lynch Phone: 571-227-1255 Email: Chantay.Lynch@tsa.dhs.gov	
PROGRAM			
Program: Other Transaction Agreement (OTA) for Use of Space and Cost Reimbursement for Terminal A - TSA Security Checkpoint and Breakroom. Period of Performance: September 1, 2020 to December 31, 2020 (COVID-19 Cleaning) NAICS: 488119 PSC: S112			
FISCAL DATA			
Accounting Line: See page 3 for Accounting and Appropriation Data. Obligated Amount: \$54,831.52			
PURPOSE			
Modification P00002 to TSA Agreement 70T01020T9NCKP016 obligates supplemental funding to reimburse costs for the cleaning and disinfection of the Terminal A - TSA checkpoint and Breakroom areas at Burbank Bob-Hope Airport (BUR) as required by local and state health authorities and the Centers for Disease Control and Prevention (CDC) in response to COVID-19. This modification also amends the Agreement as indicated on page 2.			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
			
Participant's Signature		Contracting Officer's Signature	
Date		Date	
Frank R. Miller, Executive Director		Sophia Woodward, Contracting Officer	
Typed Name and Title		Typed Name and Title	

1) Background

The 2020 "Coronavirus Aid, Relief, and Economic Security Act ("CARES ACT") provides funding for TSA to reimburse Airport Authorities for COVID-19 related cleaning and sanitization activities as required by local and state health authorities and the Centers for Disease and Control and Prevention (CDC) guidelines for COVID-19. The funding includes the reimbursement of costs for increased janitorial requirements to mitigate COVID-19 transmission risk for the TSA checkpoint space and TSA's offices and administrative spaces.

2) Purpose

The purpose of Modification P00002 is to:

- Obligate supplemental funding to reimburse costs for the cleaning and disinfection for a period of 4 months from September 1, 2020 to December 31, 2020 of the Terminal A - TSA checkpoint and Breakroom areas at Burbank Bob-Hope Airport (BUR) as required by local and state health authorities and the Centers for Disease Control (CDC) in response to COVID-19. Funding for this modification is in accordance with the attached Enhanced Cleaning Requirement Checklist.
- The Airport Authority, working with the TSA Airport staff, shall ensure that all COVID-19 related cleaning and sanitization activities do not damage or interfere with the performance of the TSA screening equipment.
- Amend the Agreement to include CLIN 00002 for the reimbursement of costs in the total amount of \$54,831.52 for the cleaning and sanitization of the TSA checkpoint areas at Burbank Bob-Hope Airport (BUR) in response to COVID-19.

3) Schedule of Items/Prices

CLIN	Description	Total TSA Square Footage Cleaned	Qty.	Unit	Annual Amount
00002	Reimbursement of costs for cleaning and sanitization for a period of 4 months from September 1, 2020 to December 31, 2020 at the Terminal A - TSA checkpoint and Breakroom areas at Burbank Bob-Hope Airport (BUR) as required by local and state health authorities and the CDC in response to COVID-19 and in accordance with attached Enhanced Cleaning Requirement Checklist	7,647	1	Lot	\$54,831.52

Invoicing Requirements

When submitting an invoice for cost reimbursement, the Burbank Bob-Hope Airport (BUR) shall certify in writing that the required services are specifically in response to COVID-19 and shall submit documentation of the cleaning and sanitization services provided for the TSA checkpoint areas at Burbank Bob-Hope Airport (BUR) with the invoice.

4) Obligated Funding

CLIN	Description of Services	Obligated Amount
00002	Reimbursement of costs for the cleaning and sanitization of the TSA checkpoint areas at Burbank Bob-Hope Airport (BUR) as required by local and state health authorities and the CDC in response to COVID-19 and in accordance with the attached Enhanced Cleaning Requirement Checklist	\$54,831.52
Total Obligated Amount:		\$54,831.52

5) Accounting and Appropriation Data

Funding is obligated in accordance with the following Accounting and Appropriation Data:

	Annual Costs	Pro-rated Monthly Costs	Months	Total Amount
COVID-19 Costs	\$54,831.52	\$13,707.88	4	\$54,831.52
Total Amount	\$54,831.52	\$13,707.88		\$54,831.52

PR #	Item #	Service	Amount	Accounting & Appropriation Data
2120200CKP214	00002	COVID-19	\$54,831.52	5OS201B020D2020COV019DHS0161907766864 8REM/5903001502010000/2540/TSA DIRECT/DEF. TASK
Total Obligated Amount			\$54,831.52	

6) Current Obligated Funding

Award Date		Description	Period of Performance	Obligated Amount
03/24/2018	Base Award	Annual funding	01/1/2020 to 12/31/2020	\$67,512.84
06/18/2020	P00001	Supplement funding for COVID-19 cleaning	05/01/2020 to 12/31/2020	\$47,075.44
Total				\$114,588.28

7) Total Obligated Funding

Modification P00002 increases the total obligated funding for this Agreement:

From: \$114,588.28
By: \$54,831.52
To: \$169,419.80

8) Terms and Conditions

All other terms and conditions of Agreement 70T01020T9NCKP016 remain unchanged and in full force and effect.

End of Modification P00002

Attachment I: Enhanced Cleaning Requirement Checklist

Enhanced Cleaning Requirements Checklist*

Checkpoint

Area/Screening Equipment	Cleaning Method/Products	Frequency	Requirements	Required Supply	Justification/Requirement
Checkpoint Screening Area	Non-TSE high touched surface areas to include: tables, doorknobs, light switches, countertops, handles, desks, phones, chairs, keyboards, and floors	Daily	Follow CDC guidance for cleaning and disinfecting facilities (see above) if using foggers or other airborne cleaning solutions, ensure a minimum of 5ft distance from any sensitive TSE to avoid potential damage	Contractor Supplied, 70% isopropyl alcohol OR bleach-containing disinfectant wipes OR other EPA-Registered disinfectants	<input checked="" type="checkbox"/>
Private Screening Area	Non-TSE high touched surface areas to include: tables, doorknobs, light switches, countertops, handles, desks, phones, chairs, keyboards, and floors	Daily	Follow CDC guidance for cleaning and disinfecting facilities (see above) if using foggers or other airborne cleaning solutions, ensure a minimum of 5ft distance from any sensitive TSE to avoid potential damage	Contractor Supplied, 70% isopropyl alcohol OR bleach-containing disinfectant wipes OR other EPA-Registered disinfectants	<input checked="" type="checkbox"/>
Recomposure Area	Benches, chairs	Daily	Follow CDC guidance for cleaning and disinfecting facilities (see above) if using foggers or other airborne cleaning solutions, ensure a minimum of 5ft distance from any sensitive TSE to avoid potential damage	Contractor Supplied, 70% isopropyl alcohol OR bleach-containing disinfectant wipes OR other EPA-Registered disinfectants	<input checked="" type="checkbox"/>
Hand Sanitization Stations (Before and After Checkpoint)	Refill hand sanitizer	Daily	Hand sanitizer should contain at least 60% alcohol	Hand sanitizer solution that contains at least 60% alcohol	<input checked="" type="checkbox"/> But Hand sanitizer will refill @ entrances every 15 min
Trash Receptacles	n/a, empty trash receptacles	Twice daily	n/a	n/a	<input checked="" type="checkbox"/>
Carpet (Vacuum)	n/a	Daily	n/a	Contractor Supplied	<input checked="" type="checkbox"/>
Carpet (Shampoo)	n/a	Every two weeks	n/a	Contractor Supplied	<input checked="" type="checkbox"/>
Carpet (Hot Water Extract)	n/a	Monthly	n/a	Contractor Supplied	<input checked="" type="checkbox"/>
Perimeter Shielding (TDC Direct, Baggage Claim, Bag Drop Off)	All person-facing active surfaces	Monthly (Plastic, polishes) Twice Daily (Protect)	n/a	Contractor Supplied (Commercially available plastic polish and Protect)	<input checked="" type="checkbox"/>
Floors	n/a	Daily	Sweep and mop floors	Contractor Supplied	<input checked="" type="checkbox"/>
Disinfectant/Recomposure Tables (Stainless Steel)	Surface Areas	Hourly	Spray on, wipe down, allow to dry	Contractor Supplied	<input checked="" type="checkbox"/>
Disinfectant/Recomposure Tables (Stainless Steel)	Surface Areas	Hourly*	Spray on, wipe down, high touch but surface areas to include but handles, hinges and inside. Allow to dry	Contractor Supplied	<input type="checkbox"/> DFS will disinfect 1st shift 1st/2nd shift use EPA disinfectant 1st shift EPA disinfectant spray on
AT X-Ray Unit Smiths	Conveyor Belt	Twice Daily	n/a	Contractor Supplied	<input checked="" type="checkbox"/> DFS will use EPA disinfectant wipe on 1st and 2nd shift machine
All AT and CT Equipment Manufacturers	Stainless Steel side rails	Hourly	Spray on, wipe down, allow to dry	Contractor Supplied	<input checked="" type="checkbox"/>
AT X-Ray Unit	Conveyor Belt	Twice Daily	Spray on, wipe down, allow to dry	Contractor Supplied	<input checked="" type="checkbox"/>
Automated Screening Lane (ASL) All Vendors	Side Railing	Hourly	Wipe down daily or as needed. Do not use aerosol cleaners or liquid products that may leak into the system and damage electronics	Contractor Supplied	<input checked="" type="checkbox"/> DFS will use EPA disinfectant wipe on 1st and 2nd shift machine

*Please note these enhanced cleaning requirements do not include TSA Employee enhanced cleaning responsibilities

Advanced Imaging Technology (AIT)	AIT Interior Area	70%-90% isopropyl alcohol	Daily	Wipe ceiling areas with antibiotic wipe or clean lint-free wipe moistened with alcohol solution, for the floor use ESD-safe vacuum cleaner to remove all dirt and debris from floor then wash floors, walking mat, and ramps with a mild soap and water solution and clean lint free cloth. Dry floor with clean lint free cloth.	Contractor Supplied	<input type="checkbox"/>	N/A
Advanced Imaging Technology (AIT)	AIT External Surface	70%-90% isopropyl alcohol	Daily	Wipe external surfaces using a clean lint-free cloth moistened with alcohol solution, rinse using clean lint-free cloth moistened with a mild water and dry with lint free cloth.	Contractor Supplied	<input type="checkbox"/>	N/A
Walk Through Metal Detector (WTMD)	WTMD External Surface	70%-90% isopropyl alcohol and cloth	Daily	Use isopropyl alcohol then wipe with clean cloth to ensure no residue remains.	Contractor Supplied	<input type="checkbox"/>	N/A

*Please note these enhanced cleaning requirements do not include TSA Employee enhanced cleaning responsibilities.

Checked Baggage

Area/Screening Equipment	Area to be cleaned	Cleaning Materials/Products	Frequency	Instructions	Equipment	Frequency	Justification if requirement will not be met
On Screen Alarm Resolution Procedure (DSARP) Room	Non-TSE high touched surface areas to include: tables, doorframes, light switches, countertops, handles, desks, phones, chairs, keyboards, and floors.	70% isopropyl alcohol OR bleach-containing disinfectant wipes OR other EPA-Registered Disinfectants	Daily	Follow Centers for Disease Control (CDC) guidance for cleaning and disinfecting facilities (clean surfaces or other high touch areas using detergent or soap and water followed by disinfection agent from the EPA's Registered Antimicrobial Products for Use Against Novel Coronavirus SARS-CoV-2). If using foggers or other airborne cleaning solutions, ensure distance from any sensitive TSE to avoid potential damage.	Contractor Supplied	<input checked="" type="checkbox"/>	
Checked Baggage Resolution Area (CBRA)	Non-TSE high touched surface areas to include: tables, doorframes, light switches, countertops, handles, desks, phones, chairs, keyboards, and floors.	70% isopropyl alcohol OR bleach-containing disinfectant wipes OR other EPA-Registered Disinfectants	Daily	Follow CDC guidance for cleaning and disinfecting facilities (see above). If using foggers or other airborne cleaning solutions, ensure distance from any sensitive TSE to avoid potential damage.	Contractor Supplied	<input checked="" type="checkbox"/>	
Trash Receptacles	n/a, empty trash receptacles	n/a	Twice daily	n/a	n/a	<input checked="" type="checkbox"/>	
Carpets (Vacuum)	n/a	n/a	Daily	n/a	Contractor Supplied	<input checked="" type="checkbox"/>	
Carpets (Shampoo)	n/a	n/a	Biweekly	n/a	Contractor Supplied	<input checked="" type="checkbox"/>	
Carpet (Hot Water Extract)	n/a	n/a	Monthly	n/a	Contractor Supplied	<input checked="" type="checkbox"/>	
Floors	n/a	n/a	Daily	Sweep and mop floors	Contractor Supplied	<input checked="" type="checkbox"/>	

*Please note these enhanced cleaning requirements do not include TSA Employee enhanced cleaning responsibilities.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SEPTEMBER 21, 2020**

**REQUEST FOR APPROPRIATIONS
DIRECTOR, GOVERNMENT AND PUBLIC AFFAIRS**

SUMMARY

At the August 17, 2020 meeting of the Legal, Government and Environmental Affairs Committee ("Committee"), as part of the federal legislative update item, Staff discussed the need to fill the position of Director, Government and Public Affairs to address the growing list of issues at the federal, state, county and local levels. Currently the duties of this position are being addressed by Executive Director and Senior Deputy Executive Director. However, Staff finds that the Authority would be best served with this position filled on a full-time basis.

DESCRIPTION

After the departure of the person that previously held this position, the position was left open for the remainder of FY 2020 and unfunded in the adopted FY 2021 budget. However, the list of issues continues to evolve and is requiring attention on a full-time basis. Some of the issues are Passenger Facility Charge legislation, pending legislation to expand airport capital project eligibility in the Build America Bureau programs, various state legislation impacting airports, COVID-19 issues, as well as community noise concerns.

Due to the rather fast paced nature of government affairs, Staff discussed the need with the Committee and with the Committee's concurrence, is currently seeking qualified candidates in order to quickly fill the position if the Commission approves funding.

BUDGET IMPACT

As stated earlier, this position was not funded in the adopted FY 2021 budget. Staff is recommending to initially fund the position with proceeds from the CARES Act Grant allocated to the Airport. Subject to the budget performance during the fiscal year, other revenues may be used in place of the CARES Act Grant funds which can then be reprogrammed for other eligible uses in the future.

RECOMMENDATION

Staff recommends the Commission approve funding the position of Director, Government and Public Affairs for the remaining nine months of FY 2021.

Hollywood Burbank Airport

REVENUE PASSENGERS	July			January - July		
	2020	2019	% Change	2020	2019	% Change
Signatory Airlines						
Alaska Airlines	8,443	64,646	-86.94%	117,333	346,060	-66.09%
American Airlines	14,655	33,119	-55.75%	113,535	168,919	-32.79%
Delta Airlines	138	24,935	-99.45%	55,360	101,359	-45.38%
JetBlue Airways	0	18,790	-100.00%	49,557	144,020	-65.59%
Southwest Airlines	78,418	355,089	-77.92%	959,923	2,324,672	-58.71%
Spirit Airlines	3,948	14,666	-73.08%	31,069	18,347	69.34%
United Airlines	4,946	30,697	-83.89%	76,163	174,493	-56.35%
Total Revenue Passengers	110,548	541,942	-79.60%	1,402,940	3,277,870	-57.20%
Inbound (deplaned)	55,061	271,832	-79.74%	700,676	1,634,847	-57.14%
Outbound (enplaned)	55,487	270,110	-79.46%	702,264	1,643,023	-57.26%

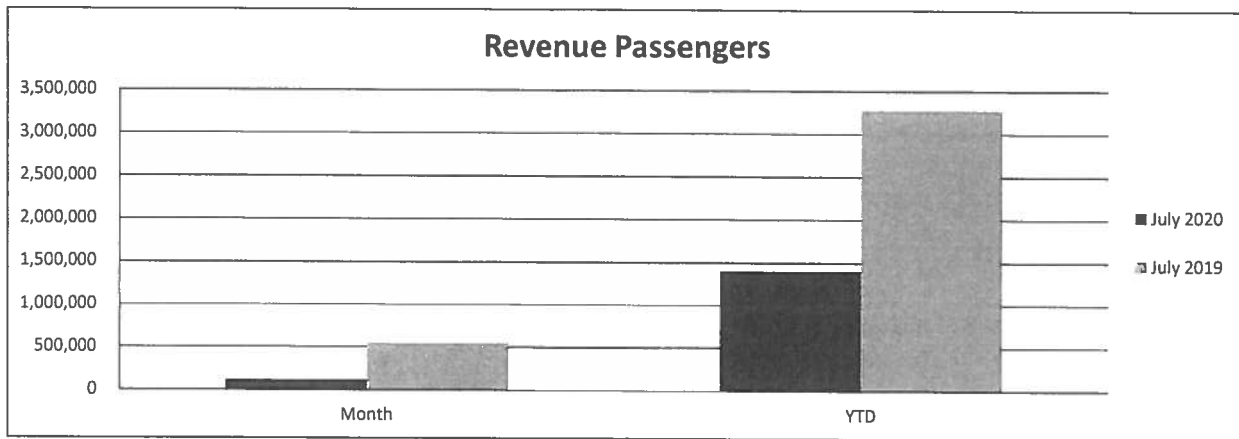
AIRCRAFT OPERATIONS *	July			January - July		
	2020	2019	% Change	2020	2019	% Change
Air Carrier	2,683	6,184	-56.61%	22,977	36,536	-37.11%
Air Taxi	1,302	1,792	-27.34%	9,513	12,622	-24.63%
General Aviation	2,110	2,755	-23.41%	13,853	17,967	-22.90%
Military Itinerant	45	36	25.00%	286	299	-4.35%
Civil Local	3,491	2,221	57.18%	18,044	16,678	8.19%
Military Local	0	0	N/A	0	0	N/A
Total Aircraft Operations	9,631	12,988	-25.85%	64,673	84,102	-23.10%

* Source: FAA Tower Daily Airport Operations Count, adjusted to show Canadair Regional Jet-200 operations as Air Carrier. Includes Hollywood Burbank Airport arrivals/departures only; excludes aircraft that enter local air space but do not land or take off at Hollywood Burbank Airport.

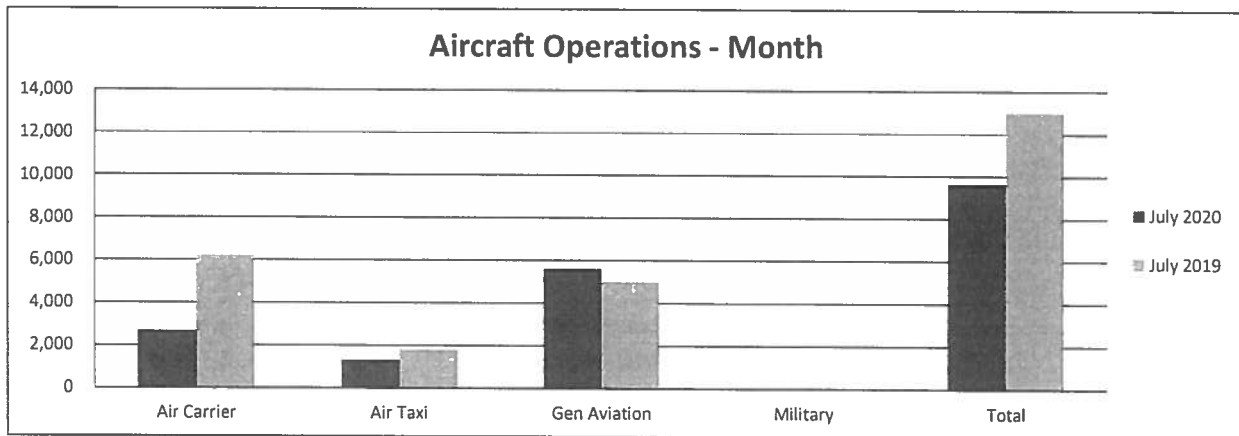
Hollywood Burbank Airport

AIR CARGO (lbs.)	July			January - July		
	2020	2019	% Change	2020	2019	% Change
Signatory Airlines						
Alaska Airlines	270	900	-70.00%	2,597	4,546	-42.87%
American Airlines	17	0	N/A	597	11	5327.27%
Delta Airlines	0	0	N/A	8	0	N/A
JetBlue Airways						
Southwest Airlines	67,314	155,531	-56.72%	895,975	1,101,293	-18.64%
Spirit Airlines						
United Airlines	0	38	-100.00%	1,106	44,459	-97.51%
Other Scheduled Carriers						
Federal Express	5,367,744	4,340,727	23.66%	29,444,405	31,205,315	-5.64%
United Parcel Service	5,458,985	4,496,904	21.39%	32,460,235	27,419,336	18.38%
Charter/Contract Carriers						
AirNet Express	0	0	N/A	0	0	N/A
Ameriflight	341,241	268,708	26.99%	1,981,059	1,562,307	26.80%
Total Air Cargo	11,235,571	9,262,808	21.30%	64,785,982	61,337,267	5.62%
Inbound (deplaned)	6,021,591	4,627,992	30.11%	34,611,604	29,811,666	16.10%
Outbound (enplaned)	5,213,980	4,634,816	12.50%	30,174,378	31,525,601	-4.29%

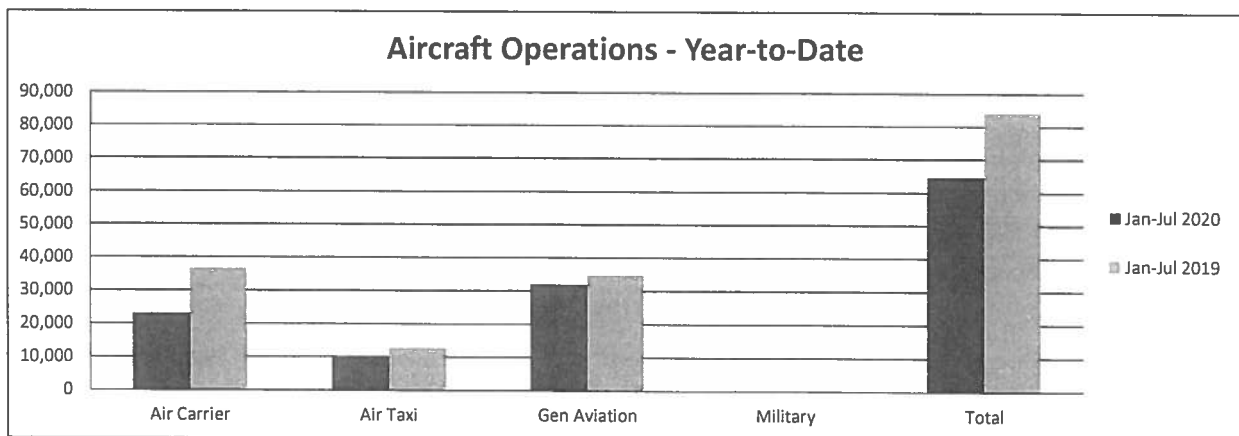
MAIL (lbs.)	July			January - July		
	2020	2019	% Change	2020	2019	% Change
United Parcel Service	0	0	N/A	6,032	0	N/A
Total Mail	0	0	N/A	6,032	0	N/A
Inbound (deplaned)	0	0	N/A	3,016	0	N/A
Outbound (enplaned)	0	0	N/A	3,016	0	N/A



Revenue Passengers	Month	YTD
July 2020	110,548	1,402,940
July 2019	541,942	3,277,870
% Change	-79.60%	-57.20%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
July 2020	2,683	1,302	5,601	45	9,631
July 2019	6,184	1,792	4,976	36	12,988
% Change	-56.61%	-27.34%	12.56%	25.00%	-25.85%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Jul 2020	22,977	9,513	31,897	286	64,673
Jan-Jul 2019	36,536	12,622	34,645	299	84,102
% Change	-37.11%	-24.63%	-7.93%	-4.35%	-23.10%

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / RDM International, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated _____, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and RDM International, Inc. ("Consultant"), a Virginia corporation.

R E C I T A L S

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: construction administration services for the Taxiway D7 Connector, Taxiway G Infield Rehabilitation, and Delta Ramp Rehabilitation and Reconstruction Project.

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

NOW, THEREFORE, the parties agree as follows:

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

- A. "Commencement Date":
- B. "Contract Administrator": Karen Sepulveda or a duly authorized designee.
- C. "Contract Amount": One Hundred Seventy-Eight Thousand Four Dollars and Twenty-Nine Cents (\$178,004.29).
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date":
- F. "Federal Requirements" the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- G. "Fee Schedule": the fee schedule set forth in the Proposal.
- H. "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.
- I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

- J. “Proposal”: Consultant’s May 31, 2020 proposal attached as Exhibit A.
- K. “Services”: the tasks set forth in the Proposal.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Authority’s rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

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

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

3. Term.

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

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

4. Compensation.

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

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

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt,

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

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

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

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

9. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Indemnitees from and against damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") which are incurred by any Indemnitee but only to the extent caused by the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, which arise out of, pertain to, or relate to the negligent acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the payment of all consequential damages, except for such loss or damage arising from the negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith or in enforcing the indemnity herein provided. Consultant's duty to defend pursuant to this paragraph B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

C. Consultant'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.

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

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

12. 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.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Karen Sepulveda
E-mail: ksepulveda@bur.org
With a copy to:
Alisa Dehoyos adehoyos@bur.org

Consultant
RDM International, Inc.
14310 Sullyfield Circle, Suite 600
Chantilly, VA 20151
Attn: Peter Yip, P.E.
E-mail: pckyip@rdmintlinc.com

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

14. 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.

15. Exhibits. Exhibits A through C 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 or B, the provisions of this Agreement shall prevail. In the event of any

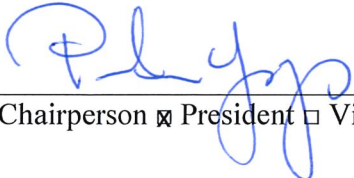
material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

16. 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.

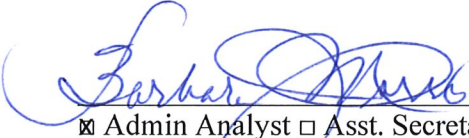
17. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be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

RDM International, Inc.



☐ Chairperson ☒ President ☐ Vice President



☒ Admin Analyst ☐ 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
Proposal / Fee Schedule

(attached)

May 31, 2020

**Proposal for CM Support Services During Construction
Taxiway D7 Connector and Taxiway G Infield Rehabilitation and Delta Ramp
Rehabilitation and Reconstruction
Bob Hope Airport, Burbank (BUR), California**

The Burbank-Glendale-Pasadena Airport BGPAA (BGPAA) has requested that the RDM International, Inc. (RDM), a Virginia corporation doing business as RDM Professional Services in California, submit a technical and cost proposal to provide construction support services and quality assurance inspection services during the construction of the Taxiway D7 Connector and Taxiway G Infield Rehabilitation and Delta Ramp Rehabilitation and Reconstruction.

The project includes existing pavement mill and overlay, demolition, fence relocation, structure adjustments, electrical lighting adjustments, earthwork grading and miscellaneous repairs and sealing to the taxiway, apron, and shoulder pavements across the areas noted. The estimated cost for the construction is anticipated to be around \$2.3 million without the Taxiway G Infield and \$2.8 million with it included.

Scope of Services

The following scope of services for RDM International, Inc. (RDM) to provide assistance during construction includes the following:

- 1) Construction Management Plan – RDM shall prepare a construction management plan that will meet the FAA requirements. The plan will identify:
 - a) Personnel;
 - b) Inspection procedures and frequencies;
 - c) Submittal requirements;
 - d) Quality control (QC) and quality acceptance (QA) testing, test results; and
 - e) Final test reports for both QA and QC.

The inspection and testing results shall be provided to RDM by the BGPAA and incorporated into the final construction report identified in item 9 below. BGPAA personnel shall be responsible for obtaining all information from the contractor.

- 2) An RDM representative will attend meetings pertaining to the construction projects via conference call and or be present on-site. The RDM Project Manager (PM) and / or Project Engineer (PE) will attend the pre-construction meeting, construction phasing meetings, paving workshop, witness the test section paving. All other meetings requiring the PM and/or PE participation will be conducted via teleconference unless requested by the BGPAA PM. All project coordination meetings will be attended by the PE and / or PM via conference call, as requested. These meetings are anticipated to be every week. The RDM PM will attend any other meeting as requested to support the construction project such as scheduling, safety & security, resolution of any issues,

etc. that may arise through the course of the project. Currently, three (3) visits have been accommodated for during the project by RDM's PM or PE with an additional visit as requested by the Authority.

- 3) RDM shall provide a technical review of shop drawings and other contractor submittals for conformance with the contract drawings and specifications. RDM shall maintain a log of all contractor submittals that shall include the submittal date, the action taken, and the date returned, including all re-submittals. Submittals will be reviewed within 7 calendar days of receipt.
 - a) RDM and or subconsultants shall review the submittals for general conformance with the requirements of the Contract Documents.
 - b) Submittals shall not be used as a vehicle for modifying the Contract Documents or other requirements of the Contract.
 - c) For projects that include sub-consultants of several disciplines, RDM shall establish a submittal responsibility matrix that defines primary and secondary responsibility for review of submittals by the team and Owner Departments including Design/Engineering, Safety, Quality Assurance and Construction.
 - d) RDM anticipates the review pavement materials, detail items, placement plans, equipment submittals and any miscellaneous items associated with the FAA technical specification requirements (C-102, P-105, P-101, P-152, P-401, P-403, P-603, P-605, P-610, P-620, F162, L-108, L-110, L-125 and related items such as QC, and paving or placement plans).
 - i) It is anticipated that following submittals will be reviewed:
 - (1) C-102 (SWPPP Primary reviewed by Authority with input from RDM)
 - (2) P-105 (1 ea. Construction Schedule)
 - (3) P-101 (6 ea. Crack Repair Materials, Milling Layouts, Structure Shop Drawings, Etc.)
 - (4) P-152 (2 ea Material Proctor Test Reports)
 - (5) P-401 (2 Mix Design, 2 Placement Plans)
 - (6) P-403 (1 Mix Design, 1 Placement Plan)
 - (7) P-603 (1 ea.)
 - (8) P-605 (2 ea.)
 - (9) P-608 (1 ea.)
 - (10) P-610 (3 ea Mix Design, Reinforcement, misc)
 - (11) P-620 (8 ea.)
 - (12) F-162 (5 ea. Mesh, Posts, Wire, Connections, Gates)
 - (13) L-108 (5 ea. Wire, Counterpoise, Rods, Connectors, etc.)
 - (14) L-110 (3 ea. Conduit, Connections, misc.)
 - (15) L-125 (3 ea. Cans, Lids, Connections)
 - (16) 10 ancillary submittals (patching materials, QC plans, backup equipment, layouts, miscellaneous work plans, etc.)
- Total of 55 submittals with an additional 10 re-submittals anticipated.
- 4) As requested by the BGPAA PM, timely consultation and advice to interpret or clarify the intent of the plans and specifications and answer questions that may arise during the construction of the project shall be provided. This proposal assumes a total of 12 contractor requests for information will be submitted for the miscellaneous project items.

- 5) Observations of Contractor non-conformance with the contract documents by the BGPAA PM or the RDM team will be evaluated. When requested, RDM will evaluate adjustments to the contract price, when appropriate, where statistical acceptance procedures are specified in the contract documents and make recommendations to the BGPAA PM.
- 6) During the construction period, RDM shall provide consultation time to review potential contractor-requested construction modifications. RDM will be responsible for preparing change order plans and specifications at the direction of the BGPAA PM.
- 7) Prior to completion or termination of the construction contract, and before final payment, RDM will participate in the pre-final and final inspection for the three areas (2 trips anticipated).
- 8) Update record drawings and project closeout. The BGPAA shall provide red-line mark-up drawings from the contractor, field sketches and or other data that has been identified as a reviewed change for field construction operations or potential deviations from the original drawings. A record drawing will be developed from the itemized changes and a final set of documents shall be developed based on the “as-built” information and provided to the BGPAA in AutoCAD version 2015, adobe acrobat (.pdf) and hard copies (as required).

RDM shall also input to the final construction report drafted by the BGPAA PM that will meet the FAA Western Pacific Region requirement for closeout documentation. Information on all sections shall be provided by the BGPAA to RDM. Given the BGPAA shall provide continuous on-site inspection and recording, RDM will rely on the BGPAA to obtain the information directly from the construction contractor.

- 9) RDM’s subconsultant, RMA, Inc. shall be contracted to provide a daily field technician for earth work, aggregate base placement, concrete testing, milling and paving operations and a plant technician to perform material acceptance testing at the plant in accordance with the FAA P-401 specification requirements. Additional field observations for sealing, striping or any other miscellaneous items are anticipated. This job has a completion duration of 120 days from NTP. The following has been estimated for working days:
 - a) D7 – 5 working days. This should utilize both the plant and field technicians for the entire duration.
 - b) G Infield – 10 working days. This should utilize the Field technician for the entire time. It will also require a concrete technician for cylinders (1 day) and a plant technician for roughly half the duration (6 days)
 - c) Delta Ramp – 20 working days. This area has earthwork for density testing / verification, P-209 aggregate testing, PCC testing and asphalt testing. The following should be anticipated for the work:
 - i) Field technician – 24 days
 - (1) Typically, the contractor is responsible for the densities of the fill and aggregate and the field technician will be present for monitoring and reporting.
 - (2) Concrete placement – The concrete will be installed for fence pole foundations, electrical duct / cans and a sidewalk slab. RMA should figure 4 days of making and testing cylinders per P-610.
 - (3) Paving the area – 12 days should be figured for plant testing to accommodate for the test strip(s) and any repair / completion work.

Statement of Assumptions/Listing of Limitations

This proposal is submitted on the basis of the following assumptions and requirement that the following terms and conditions form an integral part of a subsequent agreement for the services.

- The presence or duties of RDM’s personnel at a construction site, whether as onsite representatives or otherwise, do not make RDM, RDM’s subconsultants or RDM’s personnel in any way responsible for those duties that belong to the BGPAA and/or the Contractor or other entities, and do not relieve the construction contractor(s) or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and

completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

- RDM, RDM subconsultants and RDM's personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except RDM's own personnel.
- The presence of RDM's personnel at a construction site is for the purpose of providing to the BGPAA a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the Contractor. RDM neither guarantees the performance of the Contractor nor assumes responsibility for Contractor's failure to perform work in accordance with the construction documents.
- If the RDM suspects the contractor is having material conformance problems at any time during construction, RDM will notify the BGPAA PM. Additional QA testing may be necessary as a result of the Contractor's non-conformance. However, the type and frequency cannot be quantified at this time.
- Pricing assumptions included the following:
 1. Price proposal is based on the construction contract duration identified as 120 calendar days.

Detailed Cost Breakdown

RDM International, Inc. MANHOUR & FEE ESTIMATE**Bob Hope Airport, Burbank (BUR)****CM Support Services for Taxiway D7 Connector and Taxiway G Infield Rehabilitation and Delta Ramp Rehabilitation and Reconstruction**

TASK	PROJ MNGR	DSGN MNGR	PROJ ENGR	ADMIN	RMA	TRAVEL/ ODC	TASK COST	REMARKS
1. Construction Management Plan	4	4	8	1			\$ 3,897.64	
2. CM Meetings	40	8	24	4		\$ 5,312.90	\$ 23,200.99	
3. Review of Submittals	12	8	16	2			\$ 8,813.91	
4. Request for Information Review (RFI's)	4	8	4	1			\$ 4,019.85	
5. Review of PWL / Non-Conformance / General Discrepancies	4	4					\$ 2,033.30	
6. Review of Contractor Mod Requests	8	4	4	1			\$ 4,023.81	
7. Pre-Final and Final Inspections	24		4			\$ 2,656.45	\$ 9,660.69	
8. Update Record Drawings / Project Closeout	2	8	16				\$ 6,108.48	
9. Plant and Field Testing	4				\$ 109,740.00		\$ 116,245.63	
SUBTOTALS	102	44	76	9	\$ 109,740.00	\$ 7,969.35	\$ 178,004.29	
SALARY RATE	\$84.77	\$84.44	\$74.27	\$26.44				
SUBTOTALS	\$8,647	\$3,715	\$5,645	\$238	\$109,740	\$ 7,969.35	\$135,954	
OVERHEAD @ 173.1%	\$14,967	\$6,431	\$9,771	\$412			\$ 31,581.02	
SUBTOTALS	\$23,614	\$10,147	\$15,415	\$650	\$109,740	\$ 7,969.35	\$ 167,534.75	
FEE @ 10%	\$2,361	\$1,015	\$1,542	\$65	\$5,487.00		\$10,470	5% Markup on Sub-Consultants for CM Services
TOTAL PER CATEGORY	\$25,975	\$11,161	\$16,957	\$715	\$115,227	\$ 7,969.35	\$ 178,004.29	
BILLING RATE	\$254.66	\$253.67	\$223.11	\$79.43				
Task 1 through 8						Subtotal	\$ 61,758.66	
Task 9						Subtotal	\$ 116,245.63	
Lump Sum							\$178,004.29	

Travel Assumptions: Dulles to BUR

Task	Employee	From	To	Number of Trips	Number of days	Air Fare /each	Car Rental /day	Lodging /day	M&IE/day	Airport Parking/Day	Mileage @ \$0.58	Total	Description
2	PM or PE	IAD or PHL	BUR	3	2	\$ 650.00	\$ 58.00	\$ 282.00	\$ 76.00	\$ 23.00	\$ 82.23	\$ 3,984.68	
2	PM or PE	IAD or PHL	BUR	1	2	\$ 650.00	\$ 58.00	\$ 282.00	\$ 76.00	\$ 23.00	\$ 82.23	\$ 1,328.23	
7	PM or PE	IAD or PHL	BUR	2	2	\$ 650.00	\$ 58.00	\$ 282.00	\$ 76.00	\$ 23.00	\$ 82.23	\$ 2,656.45	
Total for Travel Details													\$ 7,969.35

RMA, Inc. Fee Estimate



Proposal No: 20-0961-P

May 31, 2020

RDM International, Inc.
14310 Sullyfield Circle
Suite 600
Chantilly, VA 20151

Attention: Chris Decker

Subject: Proposal to Provide Construction Inspection and Testing Services
Taxiway D7 Connector, Taxiway G Infield, and Delta Ramp Rehabilitation
Burbank, CA

In response to your request, we propose to provide construction inspection and testing services for the Burbank Airport Taxiway D7 Connector, Taxiway G Infield, and Delta Ramp Rehabilitation project.

PROJECT UNDERSTANDING

We understand that the project will consist of reconstruction of Taxiway Alpha. Based on our review of the project specifications we understand that construction inspection and testing services will be required during the placement of hot mix asphalt pavements.

Therefore we have prepared this proposal to outline the scope of work required to provide construction inspection and materials testing services, in accordance with the project requirements.

SCOPE OF WORK

Our proposed scope of work will consist of materials and compaction testing. A detailed description of the tasks required to complete this scope of work and an estimate of the costs associated with our work are detailed herein.

Earthwork and Aggregate Base Course, P-152 & P-209

Our services would consist of provide a field technician during placement of earthwork and aggregate base course. It is assumed the contractor will be responsible for performing in place density tests, water content tests, and maximum density optimum moisture tests. Our field technician will monitor and report compaction methods used by the contractor. A written report summarizing the results of all tests performed will be prepared upon completion of the work.

Hot Mix Asphalt Asphalt Pavements, P-401

This scope of work will consist of performing the required acceptance testing during the production process for Hot Mix Asphalt (HMA) pavement. Work would be scheduled by your representative by calling our dispatcher at 909.989.1751. Requests for testing should be made at least 24 hours in advance.

Our services would consist of providing a field technician and plant technician to sample material at the plant or from the pavement mat at the job site in accordance with ASTM D979. Samples will be taken per subplot for laboratory testing. Laboratory testing will consist of stability and flow (ASTM D6927) and bulk specific gravity of laboratory compacted specimens (ASTM D6926, D2726) for each lot along with maximum specific gravity (ASTM D2041) and bulk specific gravity of cored samples (ASTM D2526 or ASTM D1188) per subplot for mat density and joint density. The contractor will perform coring. The calculation of air voids and thickness shall also be evaluated.

For the Contractor Quality Assurance portion of the specifications, we will also be performing testing of; asphalt content, gradation, moisture content of aggregate, moisture content of HMA, temperatures, and in-place density monitoring.

A written report summarizing the results of all tests performed will be prepared upon completion of the work. The report will not contain a rendering, opinion, certificate, or warranty for the materials tested. Percentage of material within specification limits (PWL) will also be calculated and included in test reports.

Concrete for Miscellaneous Structures, P-610

This scope of services will include engineering review of concrete mix designs, inspection of reinforced concrete construction and field sampling and laboratory testing of concrete used in concrete construction for the project. Our materials engineer would review mix designs submitted by the contractor and the results of tests performed on the aggregates. A written report of our review of the concrete mix design submittal will be prepared upon the completion of the work.

We will provide an ICC certified special inspector to perform inspection of the concrete form work, reinforcing steel placement, and concrete placements. He will perform periodic inspection of the formwork for shape, location and dimensions of the concrete member being formed. He will provide periodic inspection to verify the proper size and placement of reinforcing steel and embedded anchors. Our inspector will provide continuous inspection during the placement of structural concrete to verify proper application techniques. Our inspector will sample fresh concrete and obtain samples for strength testing, perform slump tests and monitor the temperature of the concrete. A set of test cylinders will be made from each 150 cubic yards of concrete or fraction thereof for each class of concrete placed each day. Six test cylinders will be cast for each set. Strength test cylinders will be cured in our laboratory until they are tested in accordance to ASTM C192. Compression tests would be performed in accordance to ASTM C39 at 7 and 28 days. Copies of the results of all compression tests will be provided upon completion of the test.

TERMS

We propose to perform the previously described services on an hourly or test rate basis in accordance to the attached fee schedule. Our estimate is based on information given to RMA Group and the following assumed construction durations. Our estimate of charges for the proposed services is as follows:

ESTIMATED CHARGES – QUALITY ASSURANCE TESTING		
Item	Estimated Quantity	Estimated Costs
Earthwork, Aggregate Base, HMA Pavement, & Misc Concrete Testing	40 shifts	\$109,740.00

Our estimate may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one month, monthly invoices will be presented for services performed.

Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.

PROFESSIONAL INSURANCE

We maintain the following insurance coverage. Certificates of insurance will be provided upon request. However, our professional liability insurance carrier (errors and omissions) will not name any additional insured.

General liability	\$1,000,000.00 limit
Professional Liability	\$1,000,000.00 limit
Workmen's Compensation	\$1,000,000.00 limit

CLOSURE

RMA Group does not guarantee the performance of the contractor(s) by performing these services. RMA Group's performance of these services shall not relieve the contractor(s) of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make RMA Group an insurer of the contractor's performance; and shall not impose on RMA Group any obligation to see that the work is performed in a safe manner.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project and can begin our work upon receipt of your notice to proceed and receipt of a signed copy of this proposal authorizing us to perform these professional services. If you have any questions regarding this proposal please

Authorized By:

(Signature)

(Print or Type Name)

(Title)

(Date)

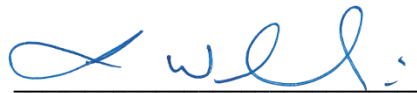
Submitted By:

RMA Group



Johnny Rodriguez, EIT

Project Engineer



Slawek Dymerski, PE

Vice President

ESTIMATE WORKSHEET				
EARTHWORK, AGGREGATE BASE, HOT MIX ASPHALT PAVEMENTS, & MISC CONCRETE STRUCTURES				
Field Testing & Inspection				
Field Technician	320	Hours	\$110.00	\$35,200.00
Field Technician (OT)	54	Hours	\$165.00	\$8,910.00
Plant Technician	184	Hours	\$110.00	\$20,240.00
Plant Technician (OT)	46	Hours	\$165.00	\$7,590.00
Field Coordinator	40	Hours	\$130.00	\$5,200.00
			Subtotal	\$77,140.00
Laboratory Testing				
Core Density (ASTM D2726 or D1188)	216	Each	\$75.00	\$16,200.00
ASTM C39 Compressive Strength	30	Each	\$40.00	\$1,200.00
			Subtotal	\$17,400.00
Engineering Review & Reporting				
Project Engineer	40	Hours	\$170.00	\$6,800.00
Staff Engineer	40	Hours	\$135.00	\$5,400.00
Administrative / Secretarial	50	Hours	\$60.00	\$3,000.00
			Subtotal	\$15,200.00
			TOTAL	\$109,740.00

2020 Schedule of Fees and General Terms

Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Staff Geologist - Office	HR	\$135.00
Staff Geologist - Field	HR	\$135.00
Staff Engineer - Office	HR	\$135.00
Staff Engineer - Field	HR	\$135.00
Qualified SWPPP Practitioner QSP	HR	\$140.00
Qualified SWPPP Developer QSD	HR	\$150.00
Project Manager - Office	HR	\$155.00
Project Manager - Job Conference	HR	\$155.00
Project Manager - Field	HR	\$155.00
Project Geologist - Office	HR	\$170.00
Project Geologist - Job Conference	HR	\$170.00
Project Geologist - Field	HR	\$170.00
Project Geologist - Consultation	HR	\$170.00
Project Engineer - Office	HR	\$170.00
Project Engineer - Laboratory	HR	\$170.00
Project Engineer - Job Conference	HR	\$170.00
Project Engineer - Field	HR	\$170.00
Project Engineer - Consultation	HR	\$170.00
Principal Geologist - Office	HR	\$190.00
Principal Geologist - Job Conference	HR	\$190.00
Principal Geologist - Field	HR	\$190.00
Principal Geologist - Expert Witness	HR	\$400.00
Principal Geologist - Court Appearance	HR	\$450.00
Principal Geologist - Consultation	HR	\$190.00
Principal Engineer - Office	HR	\$190.00
Principal Engineer - Job Conference	HR	\$190.00
Principal Engineer - Field	HR	\$190.00
Principal Engineer - Expert Witness	HR	\$400.00
Principal Engineer - Court Appearance	HR	\$450.00
Principal Engineer - Consultation	HR	\$190.00
Drafting	HR	\$90.00
Administrative	HR	\$60.00

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Supervising Special Inspector	HR	\$125.00
Supervising Soil Technician	HR	\$125.00
Supervising Public Works Inspector	HR	\$125.00
Special Inspector Wood Construction	HR	\$120.00
Special Inspector Structural Steel	HR	\$110.00
Special Inspector Shotcrete	HR	\$110.00
Special Inspector Roofing/Waterproofing	HR	\$110.00
Special Inspector Reinforced Concrete	HR	\$110.00
Special Inspector Prestressed Concrete	HR	\$110.00
Special Inspector Post Tensioned Conc.	HR	\$110.00
Special Inspector Post Installed Anchors	HR	\$110.00
Special Inspector Masonry (DSA)	HR	\$110.00
Special Inspector Masonry	HR	\$110.00
Special Inspector High Strength Bolting	HR	\$110.00
Special Inspector Fire Stopping	HR	\$110.00
Special Inspector Fire Proofing	HR	\$110.00

RDM International, Inc.
Taxiway D7 Connector, Taxiway G Infield, and Delta Ramp Rehab
Burbank, CA

RMA Proposal No.20-0961-P
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Special Inspector Fiber Wrap	HR	\$110.00
Special Inspector Concrete Batch Plant	HR	\$110.00
Special Inspector Coatings	HR	\$120.00
Special Inspector (ICC)	HR	\$110.00
Soils Technician Rough Grading	HR	\$110.00
Soils Technician Retesting	HR	\$110.00
Soils Technician Compaction Testing	HR	\$110.00
Soils Engineering Technician	HR	\$110.00
Radiographic Testing Crew	HR	\$400.00
Quality Control Manager	HR	\$145.00
Pull Torque Testing Technician	HR	\$110.00
Public Works Technician - Concrete	HR	\$110.00
Public Works Technician - Asphalt	HR	\$120.00
Public Works Technician	HR	\$110.00
Public Works Inspector - Concrete Plant	HR	\$110.00
Public Works Inspector - Concrete Paving	HR	\$110.00
Public Works Inspector - Asphalt Plant	HR	\$110.00
Public Works Inspector - Asphalt Paving	HR	\$110.00
Public Works Inspector	HR	\$110.00
Project Inspector (IOR)	HR	\$110.00
Pick-up and Delivery of Test Specimens	HR	\$55.00
Non Destructive Testing ASNT Level III	HR	\$200.00
Non Destructive Testing ASNT Level II	HR	\$110.00
Mechanical Electrical Inspector	HR	\$110.00
Laboratory Technician - Field Lab	HR	\$95.00
ID Reinforcing or Structural Steel	HR	\$110.00
Building Inspector	HR	\$110.00
AWS Certified Welding Inspector- Shop	HR	\$110.00
AWS Certified Welding Inspector- Field	HR	\$110.00
ACI Concrete Technician	HR	\$110.00

Laboratory Tests - Steel

Product Name	Units	Rate (\$)
Steel Chemical Analysis	EA	\$205.00
AWS Weld: Macroetch	EA	\$110.00
AWS Weld: Fracture	EA	\$75.00
AWS Bend Test	EA	\$75.00
ASTM F606 Nut: Proof Load up to 7/8"	EA	\$65.00
ASTM F606 Nut: Proof Load up to 1 1/2"	EA	\$100.00
ASTM F606 Bolt Wedge Tensile to 7/8"	EA	\$90.00
ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2"	EA	\$110.00
ASTM F606 Bolt Axial Tensile to 7/8"	EA	\$60.00
ASTM F606 Bolt: Proof Load up to 7/8"	EA	\$100.00
ASTM F606 Bolt: Proof Load up to 1 1/2"	EA	\$125.00
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	EA	\$95.00
ASTM E605 Spray Applied Fireproofing Den	EA	\$135.00
ASTM A416 Tensile Test Only	EA	\$175.00
ASTM A416 Stress-Strain Analysis	EA	\$240.00
ASTM A370 Tensile Up to 400K lbs (Each)	EA	\$160.00
ASTM A370 Tensile Up to 300K lbs (Each)	EA	\$100.00
ASTM A370 Tensile Up to 200K lbs (Each)	EA	\$90.00
ASTM A370 Tensile Up to 100K lbs (Each)	EA	\$75.00
ASTM A370 Tensile Stress-Strain Percent	EA	\$205.00

2020 Schedule of Fees and General Terms

ASTM A370 Tensile 400K - 500K lbs (Each)	EA	\$365.00
ASTM A370 Rockwell Hardness (Each)	EA	\$110.00
ASTM A370 Rebar Tension up to #8	EA	\$60.00
ASTM A370 Rebar Tension #9 to #11	EA	\$75.00
ASTM A370 Rebar Tension #18	EA	\$170.00
ASTM A370 Rebar Tension #14	EA	\$115.00
ASTM A370 Headed Bar Prod. Lot up to #8	LOT	\$275.00
ASTM A370 Headed Bar Prod. Lot #9 to #11	LOT	\$335.00
ASTM A370 Headed Bar Prod. Lot #18	LOT	\$670.00
ASTM A370 Headed Bar Prod. Lot #14	LOT	\$515.00
ASTM A370 Bend Test Rebar up to #8	EA	\$50.00
ASTM A370 Bend Test Rebar #9 to #11	EA	\$60.00
ASTM A370 Bend Test Rebar # 18	EA	\$170.00
ASTM A370 Bend Test Rebar #14	EA	\$115.00

Laboratory Tests - Soil

Product Name	Units	Rate (\$)
ASTM D854 Specific Gravity of Soils	EA	\$265.00
ASTM D698 Maximum Density Std Effort	EA	\$290.00
ASTM D559 Soil Cement Sample Preparation	EA	\$140.00
ASTM D558 Soil-Cement Maximum Density	EA	\$375.00
ASTM D5333 Hydro Collapse Potential	EA	\$240.00
ASTM D4972 pH of Soils	EA	\$115.00
ASTM D4943 Shrinkage Factor by Resin	EA	\$260.00
ASTM D4829 Expansion Index of Soils	EA	\$240.00
ASTM D4546 Swell Potential	EA	\$240.00
ASTM D4318 Plasticity Index of Soils	EA	\$335.00
ASTM D422 Sieve Analysis of Soil	EA	\$240.00
ASTM D422 Hydrometer Analysis	EA	\$335.00
ASTM D3080 Direct Shear, Consolidated & Drained	EA	\$375.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$110.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$65.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$440.00
ASTM D2435 Consolidation with Time Rate	EA	\$335.00
ASTM D2435 Consolidation	EA	\$275.00
ASTM D2434 Const Head Permeability Test	EA	\$470.00
ASTM D2419 Sand Equivalent	EA	\$170.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$45.00
ASTM D2166 Unconfined Comp Strength	EA	\$335.00
ASTM D2050 Tri-Axial Shear Strength	EA	\$470.00
ASTM D1883 California Bearing Ratio	EA	\$605.00
ASTM D1633 Compression Test Soil Cement	EA	\$110.00
ASTM D1557 Max Density Optimum Moisture	EA	\$290.00
ASTM D1140 Materials Finer than #200	EA	\$140.00
AASHTO T100 Specific Gravity of Soils	EA	\$275.00

Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM E519 Assemblage Comp Str 8" Block	EA	\$125.00
ASTM E519 Assemblage Comp Str 16" Block	EA	\$175.00
ASTM E519 Assemblage Comp Str 12" Block	EA	\$140.00
ASTM C90 Masonry Block Conformance	SET	\$740.00
ASTM C780 Mortar Cylinder Compression	EA	\$40.00

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ASTM C67 Brick Moisture & Absorption	SET	\$110.00
ASTM C67 Brick Modulus of Rupture	EA	\$135.00
ASTM C67 Brick Compressive Strength	SET	\$125.00
ASTM C67 Brick 5 Hour Boil	EA	\$135.00
ASTM C426 Block Linear Shrinkage	SET	\$375.00
ASTM C140 Block Unit Wt & Dimensions	SET	\$265.00
ASTM C140 Block Moisture & Absorption	SET	\$110.00
ASTM C140 Block Compressive Strength	SET	\$100.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	\$110.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$100.00
ASTM C109 Compressive Strength 2" Cube	EA	\$50.00
ASTM C1019 Grout Prism Compression	EA	\$50.00

Laboratory Tests - Environmental

Product Name	Units	Rate (\$)
OSHA ID-191 Asbestos	EA	Quote
EPA 9040 pH of Soil	EA	Quote
EPA 8310 Polynuclear Aromatic Hydrocarbons	EA	Quote
EPA 8270 Semi-Volatile Organic Compounds	EA	Quote
EPA 8151 Chlorinated Herbicides	EA	Quote
EPA 8141 Organo-Phosphorous Pesticides	EA	Quote
EPA 8082 PCB's	EA	Quote
EPA 8081 Organo-Chlorine Pesticides	EA	Quote
EPA 8021 or 8260 Volatile Organic Compounds	EA	Quote
EPA 8015 Total Petroleum Hydrocarbons	EA	Quote
EPA 6010 & 7471 TTLC Lead	EA	Quote
EPA 6010 & 7471 TTLC 17 Metals	EA	Quote

Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
T 336 Coefficient of Thermal Expansion	EA	\$670.00
ASTM C78 Flexural Strength, Beam	EA	\$125.00
ASTM C649 Concrete Modulus of Elasticity	EA	\$205.00
ASTM C496 Splitting Tensile Test	EA	\$125.00
ASTM C495 Lightweight Concrete Strength	EA	\$65.00
ASTM C495 Density - Lightweight Concrete	EA	\$240.00
ASTM C42 Compressive Strength, Core	EA	\$100.00
ASTM C39 Cyl Tested out of Sequence	EA	\$50.00
ASTM C39 Concrete Cyl Cured or Tested	EA	\$40.00
ASTM C157 Concrete Shrinkage (Set of 3)	SET	\$600.00
ASTM C138 Unit Weight of Concrete	EA	\$90.00
ASTM C1140 Shotcrete Panel Test	SET	\$335.00

Laboratory Tests - Caltrans

Product Name	Units	Rate (\$)
CT670 Tensile Strength up to #8	EA	\$75.00
CT670 Tensile Strength #8 - #11	EA	\$110.00
CT670 Tensile Strength #18	EA	\$205.00
CT670 Tensile Strength #14	EA	\$140.00
CT670 Production Lot up to #8 (Ultimate)	LOT	\$4,005.00
CT670 Production Lot up to #8 (Service)	LOT	\$335.00
CT670 Production Lot #9 to #11 (Ultimate)	LOT	\$470.00
CT670 Production Lot #9 to #11 (Service)	LOT	\$405.00

RDM International, Inc.
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CT670 Production Lot #18 (Ultimate)	LOT	\$1,005.00
CT670 Production Lot #18 (Service)	LOT	\$725.00
CT670 Production Lot #14 (Ultimate)	LOT	\$740.00
CT670 Production Lot #14 (Service)	LOT	\$535.00
CT670 Operator Qualification up to #8	LOT	\$470.00
CT670 Operator Qualification up to #8	EA	\$470.00
CT670 Operator Qualification #9 - #11	LOT	\$535.00
CT670 Operator Qualification #9 - #11	EA	\$535.00
CT670 Operator Qualification #18	LOT	\$1,135.00
CT670 Operator Qualification #18	EA	\$1,135.00
CT670 Operator Qualification #14	LOT	\$800.00
CT670 Operator Qualification #14	EA	\$800.00
CT643 Resistivity and pH	EA	\$135.00
CT550 Surface Abrasion of Concrete	EA	\$535.00
CT534 Water Retention, Liq Curing Compnd	EA	\$570.00
CT531 Length of Drilled Concrete Cores	EA	\$65.00
CT524 RSC Flexural Strength, Beam	EA	\$125.00
CT523 Concrete Flexural Strength, Beam	EA	\$125.00
CT521 Concrete Cyl Compressive Strength	EA	\$40.00
CT521 Compressive Strength LCB	EA	\$40.00
CT 52-1-08C Slip Test	EA	\$205.00
CT515 Relative Mortar Strength, PCC Sand	EA	\$800.00
CT422 Chloride Content	EA	\$115.00
CT417 Soluble Sulfates	EA	\$135.00
CT382 Ignition Oven Correction Factor	EA	\$405.00
CT382 Asphalt Content by Ignition	EA	\$255.00
CT379 Asphalt Content Nuclear Guage	EA	\$275.00
CT371 Tensile Strength Ratio	EA	\$1,470.00
CT370 Moisture Content by Microwave	EA	\$110.00
CT366 Stabilometer Value	EA	\$365.00
CT309 Maximum Theoretical Density	EA	\$275.00
CT308(C) Core Density SSD	EA	\$65.00
CT308(C)/366 Stability and Density	EA	\$440.00
CT308(A) Core Density Paraffin Coated	EA	\$75.00
CT308(A)/366 Stability and Density	EA	\$440.00
CT305 Swell of Bituminous Mixtures	EA	\$470.00
CT304/308(A) LTMD Kneading Compactor	EA	\$440.00
CT303 Approximate Bitumen Ratio	EA	\$335.00
CT302 Film Stripping	EA	\$335.00
CT301 Resistance R-Value Stabilometer	EA	\$390.00
CT235 Flat and Elongated Particles	EA	\$390.00
CT234 Angularity & Voids, Fine Agg	EA	\$265.00
CT229 Durability Index	EA	\$405.00
CT227 Cleaness Value	EA	\$390.00
CT226 Moisture Content by Oven Drying	EA	\$45.00
CT217 Sand Equivalent	EA	\$170.00
CT216 CA Impact Max Density	EA	\$265.00
CT216 CA Impact, Rock Correction	EA	\$65.00
CT214 Soundness by Sodium Sulfate	EA	\$510.00
CT213 Organic Impurities in Sand	EA	\$135.00
CT211 Abrasion, Los Angeles Rattler	EA	\$335.00
CT209 Specific Gravity of Soil	EA	\$275.00
CT208 Apparent Specific Gravity of Fines	EA	\$275.00
CT207 Specific Gravity, Fine Aggregate	EA	\$225.00

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2020 Schedule of Fees and General Terms

CT206 Specific Gravity, Coarse Aggregate	EA	\$185.00
CT205 Percentage Crushed Particles	EA	\$205.00
CT204 Plasticity Index, Atterberg	EA	\$305.00
CT202 Sieve Analysis, Fine Agg	EA	\$190.00
CT202 Sieve Analysis, Combined Agg	EA	\$245.00
CT202 Sieve Analysis, Coarse Agg	EA	\$185.00

Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D6927 Marshal Stability and Flow	EA	\$440.00
ASTM D6926 Lab Max Density Marshall	EA	\$335.00
ASTM D6307 Ignition Oven Calibration	EA	\$405.00
ASTM D6307 Asphalt Content by Ignition	EA	\$255.00
ASTM D5444 Gradation of Extracted Agg	EA	\$275.00
ASTM D4125 Asphalt Content Nuclear Guuge	EA	\$335.00
ASTM D3910 Wet Track Abrasion	EA	\$205.00
ASTM D2726 Core Density (SSD)	EA	\$65.00
ASTM D244 Emulsion Sieve Analysis	EA	\$165.00
ASTM D244 Emulsion Residue Evaporation	EA	\$240.00
ASTM D2172 Asphalt Content by Solvents	EA	\$375.00
ASTM D2041 Maximum Theoretical Density	EA	\$265.00
ASTM D1561 LTMD Kneading Compactor	EA	\$335.00
ASTM D1560 Hveem Stability and Density	EA	\$440.00
ASTM D1560 Hveem Stability	EA	\$305.00
ASTM D1188 Core Density Parafilm Coated	EA	\$75.00
AASHTO T324 Hamburg Wheel Tracking Test	EA	\$1,100.00
AASHTO T324 Hamburg Wheel Tracking RHMA	EA	\$1,320.00
AASHTO T312/T275 LTMD Gyratory Comp RHMA	EA	\$528.00
AASHTO T312/T275 LTMD Gyratory Compactor	EA	\$440.00
AASHTO T308 Asphalt Content by Ignition	EA	\$255.00
AASHTO T308A AC Correction Factor Rush	EA	\$470.00
AASHTO T283 Tensile Strength Ratio RHMA	EA	\$1,260.00
AASHTO T283 Tensile Strength Ratio	EA	\$1,050.00
AASHTO T275 Core Denisty Paraffin Coated	EA	\$75.00
AASHTO T209 Theoretical Maximum Density	EA	\$265.00

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM D5821 Percent Fractured Particles	EA	\$205.00
ASTM D4791 Flat & Elongated Particles	EA	\$375.00
ASTM D2419 Sand Equivalent	EA	\$170.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$535.00
ASTM C566 Moisture Content by Drying	EA	\$35.00
ASTM C535, Abrasion Large Aggregate	EA	\$335.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$135.00
ASTM C289 Alkali-Silica Reactivity	EA	\$670.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$260.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$205.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$240.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$205.00
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$335.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$240.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$205.00

RDM International, Inc.
Taxiway D7 Connector, Taxiway G Infield, and Delta Ramp Rehab
Burbank, CA

RMA Proposal No.20-0961-P
May 31, 2020

2020 Schedule of Fees and General Terms

ASTM C1252 Angularity & Voids, Fine Agg	EA	\$225.00
ASTM C123 Percent Lightweight Particles	EA	\$275.00
ASTM C117 Materials Finer than No. 200	EA	\$140.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$335.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$205.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$240.00
AASHTO T335 Crushed Particles	EA	\$205.00
AASHTO T304 Angularity & Voids in Fines	EA	\$225.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$205.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$240.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$185.00
AASHTO T176 Sand Equivalent	EA	\$170.00

Equipment Charges

Product Name	Units	Rate (\$)
VOC Meter	DAY	\$100.00
Ultrasonic Test Unit and Consumables	DAY	\$50.00
Torque Wrench	DAY	\$50.00
Stationary Laboratory Trailer & Testing Equipment	MO	\$500.00
Skidmore	DAY	\$50.00
Set of Aerial Photographs	EA	Quote
Schmidt Hammer	DAY	\$50.00
Rotary Wash Drill Rig with Operator	HR	\$550.00
Proof Load Testing Equipment	DAY	\$100.00
Portable Drilling Equipment w/ Operator	HR	\$450.00
Portable Drilling Equipment w/ Operator	HR	\$450.00
Per Diem	DAY	\$85.00
Nuclear Density Test Gauge	DAY	\$25.00
Mobile Laboratory Trailer Mobilization	EA	\$500.00
Mobile Laboratory Trailer & Testing Equipment	DAY	\$500.00
Misc Subconsultant	LS	Quote
Misc Permits	LS	Quote
Misc Fees	HR	Quote
Mini Environmental Quality Meter	DAY	\$300.00
Mileage	MILE	Quote
Materials / Supplies	LS	Quote
Magnetic Particle Test Unit	DAY	\$50.00
Inertial Profiler	DAY	\$1,800.00
Hollow Stem Auger Drill Rig w/ Operator	HR	\$375.00
Holiday Tester	DAY	\$100.00
Hand Held Turbidity Meter	DAY	\$20.00
Dutch Cone Penetrometer with Operator	HR	\$275.00
Drilling Equip Mobilization / De-Mob	EA	\$600.00
Diamond Bit Core Rig and Generator	DAY	\$500.00
Bucket Auger Drill Rig with Operator	HR	\$475.00
Blueprinting	EA	Quote
ASTM C1028 Coefficient of Friction	DAY	\$400.00
Air Rotary Drill Rig with Operator	HR	\$550.00

TERMS AND CONDITIONS

GENERAL CHARGES

- RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:
 - There will be a minimum two (2) hour charge for any RMA Group employee presence on site.
 - Any time less than four (4) hours of work will be billed as four (4) hours.
 - Four (4) to eight (8) hours will be billed as eight (8) hours.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30, 2021. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.
- Administrative/clerical support will be charged at 5% of the monthly direct charges.
- Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.
- Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

OVERTIME CHARGES

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

PER DIEM AND TRAVEL CHARGES

- An \$85.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay
- Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.55 per mile.

NIGHT WORK

- A \$10.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

EXHIBIT B
Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

AIP Project Federal Requirements

1. Access to Records and Reports

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the Authority, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. Breach of Contract Terms

Any violation or breach of terms of this contract on the part of Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Authority will provide Consultant written notice that describes the nature of the breach and corrective actions Consultant must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Consultant until such time Consultant corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which Consultant must correct the breach. The Authority may proceed with termination of the contract if Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. General Civil Rights Provisions

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. Civil Rights – Title VI Assurance

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. Compliance with Regulations: Consultant 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.

B. Non-discrimination: Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant 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.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant 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 Consultant of Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Consultant 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 Authority 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, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

1. Withholding payments to Consultant under the contract until Consultant complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the

Authority to enter into any litigation to protect the interests of the Authority. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

G. During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);

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 U.S.C. 1681 *et seq.*).

5. Clean Air and Water Pollution Control

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

6. Contract Workhours and Safety Standards Act Requirements

A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (A) of this clause, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (A) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this clause.

D. Subcontractors.

Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this clause.

7. Certification of Offeror/Bidder Regarding Debarment

A. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered

transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. Disadvantaged Business Enterprises

A. Contract Assurance (§ 26.13) - Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying Consultant from future bidding as non-responsible.

Contractor agrees to include the Contract Assurance in all subcontracts entered into with a subcontractor.

B. Prompt Payment (§ 26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Attainments (§ 26.37) - Contractor shall submit a running tally of actual DBE attainments (e.g. payments actually made to DBE firms) including a means of comparing these attainments to commitments in a monthly basis in the format specified by the Authority.

D. Utilization (§ 26.53) – The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Authority's written consent as provided in 49 CFR Part 26. Unless the Authority's consent is provided as provided therein, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

E. Termination or Replacement of DBEs on a Contract (§ 26.53) - The Contractor shall notify the Business Properties and Administration department in writing immediately of a DBE's inability or unwillingness to perform its subcontract work and Contractor's intention to terminate the DBE, and shall provide reasonable documentation in evidence of the DBE's deficient performance. The Authority will evaluate the Contractor's allegations of the DBE's

deficient performance and determine, in its sole discretion, whether the Contractor's proposed termination of the DBE is based on good cause and warranted.

F. Subcontracts (§26.29) – The Contractor shall make available upon request a copy of all subcontracts.

9. Distracted Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. Energy Conservation Requirements

Consultant and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

11. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12. Certification Regarding Lobbying

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14. Termination of Contract

A. The Owner may, by written notice to Consultant, terminate this agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, Consultant must immediately discontinue all services affected.

Upon termination of the agreement, Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Either party may terminate this agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

a. Perform the services within the time specified in this contract or by Authority approved extension;

b. Make adequate progress so as to endanger satisfactory performance of the Project;

c. Fulfill the obligations of the agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the agreement, Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

2. Termination by Consultant: Consultant may terminate this agreement in whole or in part, if the Authority:

- a. Defaults on its obligations under this agreement;
- b. Fails to make payment to Consultant in accordance with the terms of this Agreement;
- c. Suspends the Project for more than [180] days due to reasons beyond the control of Consultant.

Upon receipt of a notice of termination from Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Consultant cannot reach mutual agreement on the termination settlement, Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, the Engineer is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this agreement and all justified reimbursable expenses incurred by Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

15. Trade Restriction Certification

A. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

3. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

B. The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Consultant must require subcontractors provide immediate written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

C. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

D. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Offeror may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

E. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

16. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Authority and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CONSTRUCTION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/PALP, Inc., dba Excel Paving Company)

THIS CONSTRUCTION AGREEMENT ("Agreement") is dated _____, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and PALP, Inc., dba Excel Paving Company, a California corporation, ("Contractor"). Contractor's CSLB license number is 688659. Contractor's DIR registration number is 1000003331.

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Notice Inviting Bids, the Instructions to Bidders, the Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, General Federal Provisions, Special Federal Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, Supplemental Agreements, and the BUR Clean Construction Policy to the extent attached to this Agreement. Such attachments are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as **TAXIWAY D7 CONNECTOR, TAXIWAY G INFIELD, AND DELTA RAMP REHABILITATION AND RECONSTRUCTION** ("Project"), as described in this Agreement and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, Authority shall pay Contractor a not to exceed amount of Two Million Three Hundred Seventy-Four Thousand Three Hundred Twenty-Two Dollars and Sixty-Five Cents (\$2,374,322.65) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time Authority tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. Authority and Contractor acknowledge that the Project is a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to

undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

8. Execution Warranty. Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Agreement, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Authority and Contractor related to the Project. This Agreement supersedes all prior oral or written negotiations, representations or agreements related to the Project. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

10. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

TO EFFECTUATE THIS AGREEMENT, the parties have executed this Agreement by causing their duly authorized to sign below.

AUTHORITY


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

By: _____
President


CONTRACTOR

PALP, Inc., dba Excel Paving Company
2230 Lemon Avenue, Long Beach, CA 90806

Curtis P. Brown III President

By:  _____
☐ Chairman ☒ President ☐ Vice President

MARCIA S. MILLER, CORP. SECRETARY

By:  _____
☒ 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.]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JUL 30 2020 before me, C. Phillips, Notary Public,
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Marcia S. Miller,

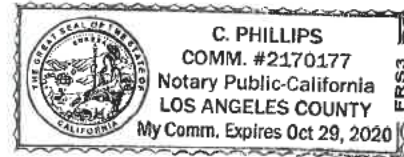
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BID SHEETS

**PACKAGE 1 – TAXIWAY D7 CONNECTOR / TAXIWAY G INFIELD REHABILITATION
AND DELTA RAMP REHABILITATION AND RECONSTRUCTION PROJECT [“Project”]**

Bidder's Name: PALP, INC DBA
EXCEL PAVING COMPANY

To the Burbank-Glendale-Pasadena Airport Authority:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the construction agreement to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Director of Engineering and Maintenance, at the following prices:

BASE BID AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	C-102-5.1 Temporary Air and Water Pollution, Soil Erosion and Siltation Control (per SWPPP) (Maximum 1% of Base Bid)	LS	1	\$ 20000	\$ 20000
2.	P-105-3.1 Mobilization (Maximum 5% of Base Bid)	LS	1	\$ 99000	\$ 99000
3.	P-101-5.1 Cold Milling up to 3 inches	SY	23,464	\$ 7.70	\$ 180672.80
4.	P-101-5.2 Cold Milling 4 to 5-inch depth	SY	3,744	\$ 13	\$ 48672
5.	P-101-5.3 Saw Cut (3 to 4-inch depth in existing asphalt concrete at the shoulder)	LF	3,100	\$ 2.30	\$ 7130
6.	P-101-5.4 Crack Repairs	LF	400	\$ 8	\$ 3200
7.	P-101-5.5 Remove Ground Rods/Steel Ties	EA	12	\$ 200	\$ 2400

HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER E20-01

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
8.	P-101-5.6 Remove Misc. Concrete	LS	1	\$ 2000	\$ 2000
9.	P-101-5.7 Structure Adjustment Storm Manholes	EA	1	\$ 3000	\$ 3000
10.	P-101-5.8 Structure Adjustment FAA Structure	EA	4	\$ 17000	\$ 17000 \$68,000
11.	P-101-5.9 Relocate Existing K-Rails	LF	760	\$ 6	\$ 4560
12.	P-152-4.1 Unclassified Excavation (12-inch depth)	SY	413	\$ 75	\$ 30975
13.	P-152-4.2 Unclassified Excavation (3 to 24-inch variable depth)	SY	11,387	\$ 14	\$ 159418
14.	P-209-5.1 Crushed Aggregate Base Course (8-inch depth)	SY	11,844	\$ 16	\$ 189504
15.	P-401-8.1 Asphalt Base Course (PG 70-10)	TON	555	\$ 130	\$ 72150
16.	P-401-8.2 Asphalt Surface Course Layers (PG 76-22)	TON	8,145	\$ 114	\$ 928530
17.	P-605-5.1 Joint Sealing Filler	LF	150	\$ 50	\$ 7500
18.	P-608-8.1 Asphalt Surface Treatment	SY	1,928	\$ 15	\$ 28920
19.	P-610-6.1 Concrete Sidewalk Area	SY	17	\$ 210	\$ 3570
20.	P-620-5.1 Taxiway/Apron – Temporary Marking (Yellow)	SF	5,884	\$ 1.30	\$ 7649.20

HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER E20-01

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
21.	P-620-5.2 Taxiway/Apron – Permanent Marking (Yellow)	SF	5,884	\$ 1.30	\$ 7649.20
22.	P-620-5.3 Taxiway – Permanent Marking (Black)	SF	8,520	\$ 0.54	\$ 4600.80
23.	P-620-5.4 Apron – Permanent Marking (Blue)	SF	25	\$ 4.30	\$ 107.50
24.	P-620-5.5 Permanent Marking (White) (Envelope and Runway)	SF	2,444	\$ 1.30	\$ 3177.20
25.	P-620-5.6 Painted Island/ Shoulder Markings (Green)	SF	5,472	\$ 0.30	\$ 1641.60
26.	P-620-5.7 Zipper Road Striping (White and Black)	SF	240	\$ 4.30	\$ 1032
27.	P-620-5.8 Painted Surface Spot	EA	7	\$ 800	\$ 5600
28.	P-620-5.9 Taxiway – Surface Painted ILS Sign (Red and White)	EA	2	\$ 1500	\$ 3000
29.	P-620-5.10 Taxiway – Surface Painted Hold Sign (Red and White)	EA	2	\$ 1500	\$ 3000
30.	P-620-5.11 Remove Existing Markings	LF	790	\$ 7	\$ 5530
31.	F-162-5.1 Chain-Link Fence	LF	620	\$ 90	\$ 55800
32.	F-162-5.2 Vehicle Gate New Chain Link	EA	1	\$ 9000	\$ 9000
33.	F-162-5.3 Relocate Pipe Gate Entrance	EA	1	\$ 11000	\$ 11000
34.	F-162-5.4 Demo Existing Fence and Gates	LF	797	\$ 18	\$ 14346
35.	L-108-5.1 No. 8 AWG, 5 kV, L-824, Type C Cable	LF	515	\$ 5	\$ 2575

HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER E20-01

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
36.	L-108-5.2 No. 6 AWG, Solid, Bare Copper Counterpoise Wire	LF	320	\$ 7	\$ 2240
37.	L-110-5.1 Concrete Encased Electrical Duct Bank, 1-Way, 2" Diameter	LF	320	\$ 72	\$ 23040
38.	L-125-5.1 Install New L-861T(L) Fixture and Base	EA	5	\$ 3000	\$ 15000
39.	L-125-5.2 Remove Electrical Light Fixtures, Including Base, Wire and Connections	EA	4	\$ 3000	\$ 12000
40.	L-125-5.3 Relocate Existing L-858 Lighted Sign on New Foundation	EA	1	\$ 8000	\$ 8000
TOTAL BASE AMOUNT					\$ 2,055,190.30

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The Authority reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BASE BID AMOUNT

TOTAL BASE BID AMOUNT IN DIGITS: \$ 2,055,190.30

TOTAL BASE BID AMOUNT IN WORDS: Two Million Fifty five thousand One hundred Ninety Dollars
Thirty cents

ALTERNATE BID AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	C-102-5.1 Temporary Air and Water Pollution, Soil Erosion and Siltation Control (per SWPPP) (1% Maximum of Alternate Bid)	LS	1	\$ 2000	\$ 2000
2.	P-105-3.1 Mobilization (Maximum 5% of Alternate Bid)	LS	1	\$ 10000	\$ 10000
3.	P-101-5.1 Cold Milling up to 3 inches	SY	14,091	\$ 4	\$ 56364
4.	P-101-5.3 Saw Cut (3 to 4-inch depth in existing asphalt concrete at the shoulder)	LF	1,900	\$ 2	\$ 3800
5.	P-101-5.10 Repair Sink Hole	CY	4	\$ 1000	\$ 4000
6.	P-403-8.1 Asphalt Mixture Shoulder Course	TON	2,378	\$ 83	\$ 197374
7.	P-620-5.1 Taxiway/Apron – Temporary Marking (Yellow)	SF	3,762	\$ 1.30	\$ 4890.60
8.	P-620-5.2 Taxiway/Apron – Permanent Marking (Yellow)	SF	3,762	\$ 1.30	\$ 4890.60
9.	P-620-5.3 Taxiway – Permanent Marking (Black)	SF	1,510	\$ 0.50	\$ 755
10.	P-620-5.5 Permanent Marking (White)(Ramp and Runway Edge)	SF	2,802	\$ 1.20	\$ 3362.40
11.	P-620-5.6 Painted Island/ Shoulder Markings (Green)	SF	126,783	\$ 0.25	\$ 31695.75

HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER E20-01

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
TOTAL ALTERNATE BID AMOUNT					\$ 319,132.35

Note: Refer to Bid Note language stated above in the Base Bid.

TOTAL ALTERNATE BID AMOUNT

TOTAL ALTERNATE BID AMOUNT IN DIGITS: \$ 319,132.35

TOTAL ALTERNATE BID AMOUNT IN WORDS: Three Hundred Nineteen Thousand One hundred Thirty two dollar
Thirty Five Cents

TOTAL BID PRICE = BASE BID AMOUNT + ALTERNATE BID AMOUNT

TOTAL BID PRICE IN DIGITS: \$ 2,374,322.65

TOTAL BID PRICE IN WORDS: Two Million Three Hundred Seventy Four Thousand Three Hundred Twenty Two Dollars
Sixty Five Cents

References must be provided upon request.

**AIRCRAFT RESCUE AND FIRE FIGHTING ("ARFF") VEHICLE PURCHASE CONTRACT
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER AF20-01**

THIS ARFF VEHICLE PURCHASE CONTRACT ("Contract") is dated September 21, 2020 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Rosenbauer Minnesota, LLC ("Manufacturer"), a Delaware Limited Liability Company.

RECITALS

A. The Authority owns and operates the Hollywood Burbank Airport ("Airport") and desires to retain Manufacturer as an independent contractor to furnish, design, and deliver a Class 4 Aircraft Rescue and Fire Fighting ("ARFF") Vehicle.

B. The Authority desires to obtain from Manufacturer a fully furnished Class 4 ARFF Vehicle with the capacity to hold and deliver 1,500 usable gallons of water, a minimum of 200 gallons of 3% Aqueous Film Forming Foam ("AFFF"), 500 pounds of dry chemical (Purple-K), a standard roof mounted turret, a high volume low attack (HVLA) front bumper turret, and all other items necessary or incidental satisfy the requirements of this Contract ("ARFF Vehicle").

C. Manufacturer is engaged in the business of designing, fabricating, and delivering ARFF vehicles and represents that it is fully qualified to perform this Contract.

NOW, THEREFORE, the parties agree as follows:

1. Manufacturer Obligations.

Manufacturer shall design, fabricate, and deliver the ARFF Vehicle to the Airport in accordance with this Agreement and the Authority's Request For Bids ("RFB") AF20-01 (including all addenda). The following Exhibits are attached to this Agreement and incorporated herein by reference: Exhibit A (General Conditions); Exhibit B (Price and Equipment Schedule); Exhibit C (Vehicle Description); Exhibit D (Fabrication and Delivery Schedule); Exhibit E (Instructions to Bidders); Exhibit F (Technical Specifications); and Exhibit G (General Federal Provisions).

2. Payment.

A. In consideration of Manufacturer's performance of the obligations set forth in the Contract Documents, including delivery of the ARFF Vehicle to the Airport within 365 days of receipt of the Notice to Proceed, the Authority shall pay Manufacturer \$808,912.33 (Eight Hundred Eight Thousand, Nine Hundred Twelve Dollars & Thirty Three Cents) ("Contract Price") in accordance with Section 2 of the General Conditions and subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto. The Contract Price will be paid in accordance with the schedule set forth in the attached Price and Equipment Schedule.

B. The Authority shall pay Manufacturer ninety percent (90%) of the Contract Price upon receipt of the ARFF Vehicle at the Airport and verification of compliance with the specifications.

C. The Authority shall pay Manufacturer the remaining ten percent (10%) of the amount owed upon satisfactory completion of operator crew training. This training shall be conducted by the Manufacturer on Authority's premises.

3. Release of Claims.

The acceptance of the last payment pursuant to Section 2 of the General Conditions for work performed hereunder by Manufacturer shall be considered as a release in full of all claims against the Authority and its members, officers, agents and employees arising out of, or by reason of, this Contract.

4. Authority Remedies.

A. If Manufacturer shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

B. An extension of time for performance shall be Manufacturer's sole and exclusive remedy for any delay of any kind or nature caused by the Authority. In no event shall Manufacturer be entitled to recover from the Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

5. Notices.

Any notices, invoices, or other documents related to this Contract 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.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Tom Lenahan, Fire Chief
E-mail: TLenahan@bur.org

Manufacturer
Rosenbauer Minnesota, LLC
5181 260th Street
Wyoming, MN 55092
Attn: Christian Kleebauer, CEO
E-mail: mgoldeman@rosenbaueramerica.com

6. Incorporation of Mandatory Language.

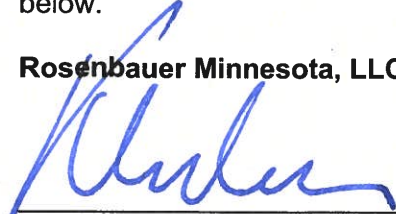
Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted and this Contract shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request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

7. Entire Agreement.

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

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

Rosenbauer Minnesota, LLC



Manager Christian Kleebauer / CEO

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Ross Selvidge, Ph.D., President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A

GENERAL CONDITIONS
(ATTACHED)

EXHIBIT A

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract is for the design, fabrication, and delivery of a Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle with a capacity of **1,500** usable gallons of water, a minimum of **200** gallons of 3% AFFF (Aqueous Film Forming Foam), **500** pounds of dry chemical (Purple-K), equipped with a standard roof mounted turret, a high volume low attack (HVLA) front bumper turret, and all other items necessary or proper for, or incidental to, the specified ARFF Vehicle in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto. The ARFF Vehicle shall be delivered to the Airport.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

- 2.1 The Authority shall pay Manufacturer ninety percent (90%) of the contract price upon receipt of the ARFF Vehicle at the Airport and verification of compliance with the specifications. The remaining ten percent (10%) of the contract price shall be paid to Manufacturer upon satisfactory completion of operator crew training to be conducted by Manufacturer at the Airport.
- 2.2 The Authority shall pay the undisputed amount of Manufacturer's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the Authority from recovering any money paid in excess of that due under the terms of this Contract.
- 2.3 Manufacturer shall be obligated to pay promptly all proper charges and costs incurred by Manufacturer for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Manufacturer to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Manufacturer hereunder.
- 2.4 The ARFF Vehicle shall be delivered "Free on Board (F.O.B.) Destination to Hollywood Burbank Airport, Attn: Fire Dept., 2800 Clybourn Avenue, (Hangar 35), Burbank, CA 91505; Freight Prepaid."
- 2.5 Manufacturer shall submit all invoices to: Burbank-Glendale-Pasadena Airport Authority, Attn: Chief Tom Lenahan, 2627 Hollywood Way, Burbank, California 91505.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

- 3.1 Manufacturer shall perform its obligations in compliance with applicable laws. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to challenge any law which in any way affects or otherwise impacts upon Manufacturer's performance of its obligations, and Manufacturer shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge.

- 3.2 Manufacturer shall obtain and keep current all licenses, permits and authorizations, required for the performance of its obligations and shall pay promptly when due all fees therefor.

4. MANUFACTURER'S LIABILITY:

Manufacturer shall be responsible for the prompt payment of any fines imposed on Authority or Manufacturer by the Transportation Security Administration ("TSA") or any other federal, state or local governmental agency as a result of Manufacturer's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of Manufacturer under this Section is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions below, and such liability shall survive the expiration or earlier termination of this Contract.

5. VEHICLE AND EQUIPMENT WARRANTY:

The Manufacturer shall provide the base warranty of one (1) year as required by the FAA's Advisory Circular for Class 1 vehicles. No extended warranty will be required. The warranty shall cover all parts, labor, and shipping costs for the repair and replacement of any defective component and costs shall be included in Bid Schedule A.

6. INDEMNIFICATION AND INSURANCE:

- 6.1 To the maximum extent permitted by law, Manufacturer hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the Authority, protect, indemnify, and hold harmless the Authority and its officials, officers, employees, volunteers, attorneys, agents (including those Authority agents serving as independent contractors in the role of Authority representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Manufacturer or any of its officers, agents, attorneys, servants, employees, subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Manufacturer shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. Manufacturer shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Manufacturer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Manufacturer or the Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

- 6.2 Indemnitees do not and shall not waive any rights that they may possess against Manufacturer because the acceptance by the Authority, or the deposit with the Authority, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.
- 6.3 Manufacturer, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of Manufacturer regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.
- 6.4 The provisions of this Section shall survive the expiration or termination of this Contract, are intended to be as broad and inclusive as is permitted by state law, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against Manufacturer shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.
- 6.5 **General Liability and Automobile Liability.** Manufacturer shall purchase and maintain in force, at its own cost and expense, to protect Manufacturer and the Indemnitees from and against any and all liabilities arising out of or in connection with Manufacturer's performance of this Contract:

(1) Commercial general liability insurance with coverage of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per occurrence, and with contractual liability coverage for Manufacturer's covenants to and indemnification of the Indemnitees, and

(2) Automobile liability insurance with policy limits of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per accident or occurrence covering each motor vehicle operated on Authority property. Manufacturer acknowledges and agrees that, if Manufacturer's employee operates a vehicle in the Authority's Aircraft Operations Area (AOA), then all such operations are within its employee's scope of employment regardless of who owns the vehicle.

6.5.1 Self-Insured Retention and Deductibles. Manufacturer's commercial general liability insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, unless approved by the Authority's Executive Director. Manufacturer's automobile liability insurance policies shall not be subject to a self-insured retention or deductible exceeding \$100,000, unless approved by the Authority's Executive Director. The above deductible limits may be exceeded if Manufacturer's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Manufacturer pay the deductible prior to its insurer's payment of the claim.

6.5.2 Additional Insured Endorsement. Manufacturer agrees and shall cause the Indemnitees to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

6.5.3 Workers' Compensation and Employer's Liability. If Manufacturer has any employee working on Authority property, Manufacturer shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of Manufacturer's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If Manufacturer is self insured, Manufacturer shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

6.5.4 Other Insurance Requirements. All insurance policies required by this Section shall provide that they are primary insurance as respects any other valid insurance the Indemnitees may possess, and that any other insurance the Indemnitees possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of this Section, and such policies shall be in a form satisfactory to the Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by the Authority (such as a current ACORD certificate of insurance, example on page A)18) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon Manufacturer's execution of this Contract. Manufacturer shall provide the Authority with at least 30 days' prior written notice of any adverse material change in Manufacturer's required insurance coverage. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in Manufacturer's self-insured retention. Prior to the expiration of any such policy, Manufacturer shall file with the Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Manufacturer shall, within five days after such cancellation or reduction in coverage, file with the Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the Authority. If Manufacturer fails to obtain or have such insurance reinstated, the Authority may, if it so elects, and without waiving any other remedy it may have against Manufacturer, immediately terminate this Contract upon written notice to Manufacturer. The Authority's Executive Director shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Manufacturer shall comply with all reasonable requests of the Executive Director with respect thereto.

7. PERFORMANCE BOND/LETTER OF CREDIT:

- 7.1 Prior to Authority's execution of this Contract and within 10 calendar days of receipt of a written Notice of Intent to Award, Manufacturer shall furnish to Authority a Performance Bond completed on the Authority's form provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the initial term of the Contract in a penal sum equal to **100% of the contract price**.
- 7.2 Manufacturer may elect to provide Authority, in lieu of the required Performance Bond, a letter of credit in an amount equal to **100% of the contract price**, and issued on Authority's form of irrevocable standby letter of credit ("Letter of Credit"). Manufacturer shall provide

Authority with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of the Contract. If Manufacturer fails to perform any obligation required of it under this Contract including, but not limited to, providing Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Manufacturer to the Authority and to hold such funds until such time as the Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from Manufacturer. The Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to Manufacturer.

7.3 Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Authority under law, shall give the Authority the right to withdraw the Notice of Intent to Award, without the need for providing Manufacturer advance notice or the opportunity to cure.

7.4 A Performance Bond delivered to Authority in satisfaction of any requirement under this Contract must meet the following criteria:

7.4.1 If the contract price is \$500,000.00 or less, then the bond shall be duly issued by an insurer or corporate surety which:

7.4.1.1 Is authorized to conduct insurance business in the State of California;

7.4.1.2 Currently holds a certificate of authority authorizing it to write surety bonds in the State of California; and

7.4.1.3 Is otherwise in compliance with the provisions of the California Insurance Code.

7.4.2 If the contract price exceeds \$500,000.00, then the bond shall be duly issued by an insurer or corporate surety which:

7.4.2.1 Is authorized to conduct insurance business in the State of California;

7.4.2.2 Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. §§ 9304-9308; and

7.4.2.3 Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of Best's Insurance Reports.

7.4.2.4 Notwithstanding the provisions of (7.5.3.3) above, an insurer or corporate surety which is not rated by Best's Insurance Reports may be accepted by Authority, but only if approved by Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation,

its capital adequacy, assets, earnings, liquidity and such other factors as the Authority's Risk Manager may deem appropriate.

- 7.5 In the event that Authority requests Manufacturer to purchase materials or as a condition to approval of a subcontractor in accordance with Section 9 of the General Conditions, the Authority shall have the right to require Manufacturer to provide a payment bond.
- 7.6 Letters of Credit shall be issued by a bank with an office located in the State of California and reasonably acceptable to the Authority's Executive Director.
- 7.7 Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be approved to issue insurance policies in the State of California, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at a "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the Authority's Executive Director may waive the requirement for the insurer to be approved by the State of California.

8. CONTRACT ADJUSTMENTS:

- 8.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of Manufacturer's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of Manufacturer's work hereunder. Both parties agree that, should any Contract Adjustments be made, Manufacturer's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and Manufacturer and, to the extent possible, by reference to any unit costs already established in the Bid. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 8.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of Section 10.2 herein should Manufacturer and the Authority fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within 30 days after the date of the Contract Adjustment.
- 8.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Manufacturer, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

9. SUBCONTRACTORS:

- 9.1 Manufacturer shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to Manufacturer; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in

writing to the Executive Director. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, Manufacturer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Manufacturer from using the services of a common carrier for delivering goods to the Authority.

9.2 This Contract shall be referred to and incorporated within any contractual arrangement between Manufacturer and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section 9. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to Manufacturer. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.

9.3 In the event that Manufacturer employs a subcontractor, then Authority may require that copies of invoices for all work (including invoices submitted to Manufacturer for work performed by a subcontractor) shall be submitted to the Authority by Manufacturer and the Authority shall pay all compensation to Manufacturer. It shall be the sole responsibility of Manufacturer to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

9.4 If Manufacturer has qualified as an MWBE or LDB program participant with respect to this Contract, Manufacturer may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by Manufacturer or by one or more other subcontractors that are MWBE and/or LDB certified.

10. DEFAULT AND TERMINATION:

10.1 In the event that:

10.1.1 Manufacturer shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to Manufacturer, but whether or not Manufacturer shall have remedied any such failure); or

10.1.2 Manufacturer shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to Manufacturer of a written notice of such breach or default; or

10.1.3 Manufacturer's occupational or business license shall terminate or Manufacturer shall fail to provide Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

10.1.4 Manufacturer fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

10.1.5 Manufacturer shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

10.1.6 Manufacturer shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

10.1.7 there is any assignment by Manufacturer of this Contract or any of Manufacturer's rights and obligations hereunder for which the Authority has not consented in writing; or

10.1.7.1 Manufacturer shall default on any other agreement entered into by and between Manufacturer and the Authority, then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to Manufacturer. In the event that the Authority terminates this Contract for default, or Manufacturer abandons or wrongfully terminates the Contract, Manufacturer shall be paid for compensation earned to the date of termination or abandonment (but Authority shall have the right to reduce by off-set any amounts owed to Manufacturer hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Manufacturer to Authority), but Manufacturer shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's election to terminate or not to terminate this Contract in part or whole for Manufacturer's default shall in no way be construed to limit Authority's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

10.1.8 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving Manufacturer thirty (30) days written notice. In that event, Manufacturer shall

proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. Manufacturer shall be compensated by the Authority in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Manufacturer be entitled to compensation for work not performed or for anticipatory profits. Manufacturer shall justify its claims, as requested by the Authority, with accurate records and data.

11. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Executive Director or designee may from time to time designate an individual to serve as Authority's Authorized Representative (AAR) (and an Assistant AAR designated to serve in that capacity in the absence of the AAR) who shall have such authority to act on the Authority's behalf as the Authority's Executive Director may from time to time actually delegate to such person, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

12. ASSIGNMENT:

Neither this Contract nor any of Manufacturer's rights or obligations hereunder may be assigned by Manufacturer without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of Manufacturer is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of Manufacturer shall constitute an assignment of this Contract for purposes of this Section. In the event Manufacturer assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of Section 10 hereof.

13. NOTICES:

13.1 All notices or other writings which the Authority is required or permitted to give to Manufacturer may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to Manufacturer's address set forth in the Bid. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Manufacturer, or three (3) days following submission to Manufacturer by U.S. Certified Mail.

13.2 All notices or other writings which Manufacturer is required or permitted to give to the Authority shall be mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Authority, or three (3) days following submission to Authority by U.S. Certified Mail. Any such notice shall be sent to:

Burbank-Glendale-Pasadena Airport Authority
Attn: Procurement Department

Hollywood Burbank Airport
2627 Hollywood Way
Burbank, California 91505

- 13.3 Either party may change its notice address by written notice to the other given as provided in this section.

14. **NONDISCRIMINATION:**

- 14.1 During the performance of this Contract, Manufacturer, for itself, its assignees and successors in interest agrees as follows:

14.1.1 **Compliance with Regulations.** Manufacturer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (herein after referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

14.1.2 **Nondiscrimination.** Manufacturer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. Manufacturer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

14.1.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive proposing or negotiation made by Manufacturer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Manufacturer of Manufacturer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14.1.4 **Information and Reports.** Manufacturer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Manufacturer is in the exclusive possession of another who fails or refuses to furnish this information, Manufacturer shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

14.1.5 **Sanctions for Noncompliance.** In the event of Manufacturer's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such Contract Sanctions as it or the FAA may determine to be appropriate, including but not limited to:

14.1.5.1 Withholding of payments to Manufacturer under the Contract until Manufacturer complies, and/or

14.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

14.1.6 **Incorporation of Provisions.** Manufacturer shall include the provisions of subsections 14.1.1 through 14.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Manufacturer shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Manufacturer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Manufacturer may request the Authority to enter into such litigation to protect the interest of the Authority and, in addition, Manufacturer may request the United States to enter into such litigation to protect the interests of the United States.

14.2 Manufacturer assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind Manufacturer from the period beginning with the initial solicitation through the completion of the Contract.

15. COPYING DOCUMENTS:

Manufacturer hereby grants the Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Authority with or in connection with Manufacturer's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by Manufacturer shall be on behalf of Manufacturer and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. This provision shall survive the expiration or termination of the Contract.

16. GENERAL PROVISIONS:

16.1 The Contract Documents consist of the Contract, the Bid Forms, the Instructions to Bidders, the Request for Bids, all Addenda issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addenda to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Bid Forms, (v) the Instructions to Bidders, (vi) the Specifications, and (vii) the RFB.

16.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained

herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- 16.3 Manufacturer shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport, caused by the intentional, reckless, or negligent acts or omissions of Manufacturer's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, Manufacturer shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.
- 16.4 Manufacturer warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through Manufacturer or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and Manufacturer shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, Manufacturer shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 16.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or Manufacturer. This Contract shall be deemed to be made, construed and performed according to the laws of the State of California. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Los Angeles County, California, and Manufacturer waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Manufacturer agrees to submit to the jurisdiction of the California courts and irrevocably agrees to accept service of process by U.S. mail.
- 16.6 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 16.7 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Manufacturer shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 16.8 If the Authority shall, without any fault, be made a party to any litigation commenced between Manufacturer and a third party arising out of Manufacturer's operations and activities at the premises, then Manufacturer shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to Manufacturer of any claim or suit instituted against it by such third party. The provisions of this Section

supplement and are not intended to be in lieu of the indemnification provisions of Section 6 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.

- 16.9 The Authority shall have the right to recover from Manufacturer all of the Authority's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 16.10 Manufacturer shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Manufacturer's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.
- 16.11 Manufacturer shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. Manufacturer shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.
- 16.12 The Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Manufacturer (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by Manufacturer under this Contract; whenever the Authority so cures a default by Manufacturer, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by Manufacturer to the Authority on demand.
- 16.13 The Authority shall, in its discretion, be entitled to deduct from the compensation to which Manufacturer is otherwise entitled hereunder, an amount equal to any liabilities of Manufacturer to the Authority which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the Executive Director and it results in any extra charges to the Authority, Manufacturer shall so advise the Authority in writing of the amount of the extra charges. The Authority is not required to pay any extra charges for additional work unless such work and the charges therefor have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the Executive Director, in his or her exclusive discretion.
- 16.14 Manufacturer is an independent contractor and nothing contained herein shall be construed as making Manufacturer an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. Manufacturer acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between Authority and Manufacturer with respect to any employee of Manufacturer or of its subcontractors.
- 16.15 Manufacturer and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently

applied, and shall be in a form reasonably acceptable to the Authority's Executive Director or designee. Manufacturer and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of Manufacturer and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Manufacturer's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Los Angeles County, California, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Manufacturer and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Executive Director may require Manufacturer and subcontractors to provide other records the Executive Director, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Manufacturer and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, Manufacturer, or a third party, Manufacturer shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Manufacturer and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from Manufacturer to the Authority, Manufacturer shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Authority. Further if such inspection, examination or audit establishes that Manufacturer has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by Manufacturer.

- 16.16 Manufacturer and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 16.17 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 16.18 Time is of the essence for the performance of each of Manufacturer's obligations under this Contract.
- 16.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of California or Authority holidays.
- 16.20 Manufacturer agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 16.21 Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Manufacturer for loss of business or damages of any nature whatsoever to Manufacturer occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.
- 16.22 Manufacturer and Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 16.23 At the option of Manufacturer, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of California, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by Manufacturer to purchase products and/or services in connection with this Contract shall do so independent of the Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The Authority shall have no liability to Manufacturer or any governmental agency resulting from the purchase by that agency of products and/or services from Manufacturer in connection with this Contract.

***** END OF GENERAL CONDITIONS *****

EXHIBIT B

PRICE AND EQUIPMENT SCHEDULE
(ATTACHED)

EXHIBIT B

PRICE AND EQUIPMENT SCHEDULE

Bid Schedule A	Rosenbauer
Class 4 Vehicle Price	\$ 683,144.00
California Sales Tax – 10.25% on applicable items	\$ 70,022.26
Bid Schedule A Total	\$ 753,166.26

	Quantity	Unit Cost	Price
Bid Schedule B			
1) Rechargeable flashlights – Streamlight SL45 or equal	2 EA	\$ 202.00	\$ 445.41
2) 2-1/2" Spanner & Hydrant Wrench with Bracket	2 EA	\$ 150.00	\$ 330.75
3) 6' Pike Pole	1 EA	\$ 135.00	\$ 148.84
4) 20 lb. Purple K / Class BC Fire Extinguisher	1 EA	\$ 195.00	\$ 214.99
5) 24 lb. Halotron 1 Fire Extinguisher	1 EA	\$ 559.00	\$ 616.30
6) 2.5 Gallon Pressurized AFFF Foam Fire Extinguisher	1 EA	\$ 234.00	\$ 257.99
7) 1-3/4" Double Jacket Synthetic Fire Hose	200 ft	\$ 791.00	\$ 872.08
8) Duo Safety Aluminum Ladder	1 EA	\$ 729.00	\$ 803.72
9) A & S or equal 24' Ladder Gantry System	1 EA	\$ 4,876.00	\$ 5,375.79
10) ICOM IC-A210 or equal Air to Ground Aviation Band Radio	1 EA	\$ 2,550.00	\$ 2,811.38
11) Setcom 1300 Headset, w. Headsets for 3 Crew Members/Exterior Pump Panel Speaker-Interfaced into Vehicle Radios	1 EA	\$ 6,292.00	\$ 6,936.93
12) Engine Brake System-Jake Brake or equal	1 EA	incl. in Bid Schedule A	
13) 12 Volt Plugin Courtesy Outlets	3 EA	incl. in Bid Schedule A	
14) Windshield Sun Visors	2 EA	incl. in Bid Schedule A	
15) Two (2) Speed Defroster Fans	2 EA	\$ 258.00	\$ 568.89
16) Water and Foam LED Bar Graph Type or equal Tank Level Indicator Lights	2 EA	\$ 2,140.00	\$ 4,718.70
17) Two (2) Additional 2.50" Tank Fill Connection with Bleeder Valve	2 EA	\$ 130.00	\$ 286.65
18) Two (2) Additional 2.50" Discharge Valve with Bleeder Valve	2 EA	\$ 1,225.00	\$ 2,701.13
19) Discharge Pressure Gauge on Each Discharge Valve-Located on the Pump Panel Side	4 EA	\$ 95.00	\$ 418.95
20) Two (2) Work Lights on Rear of Vehicle (Switch Activated. Lights Will Automatically Activate When Vehicle Transmission is in Reverse Gear	2 EA	\$ 384.00	\$ 746.72
21) Under Truck Fire Control Nozzles	1 EA	\$ 1,797.00	\$ 1,981.19
22) Ward "No Smoke 2" Diesel Vehicle Exhaust Protection System	1 EA	\$ 13,979.00	\$ 15,411.85
23) Joystic Controlled Multi Position High/Low Attack Bumper Turret Boom with 375/750 Hydro Chem Nozzle	1 EA	\$ 7,159.00	\$ 7,892.80
24) Motorola ASTRO XTL Digital Mobile Radio w/W7 Control Head-Radio components to be supplied by customer-Cost for installation, wiring, speakers, cables, antennas, etc.	1 EA	\$ 895.00	\$ 986.74
25) Dry Chemical / Foam-Water hose with a side mounted swing-out hose reel equipped with 100 ft. of one-inch dual agent twinned type booster hose.	1 EA	\$ 895.00	\$ 766.24
Bid Schedule B Total			\$ 55,294.04

	Quantity	Unit Cost	Price
Bid Schedule C			
1) PVC Ribbed Compartment Liners	LS	incl. in Bid Schedule A	
2) Upper Compartment Shelves with Pull/Tilt (when applicable). Lower Shelves with Pull/Slide Out Mechanisms or Equal	LS	\$ 410.00	\$ 452.03
3) LED Compartment Lighting in All Compartments-Door Activated	LS	incl. in Bid Schedule A	
Bid Schedule C Total			\$ 452.03
 Bid Schedule A Total			 \$ 753,166.26
Bid Schedule B Total			\$ 55,294.04
Bid Schedule C Total			\$ 452.03
 TOTAL VEHICLE PRICE			 \$ 808,912.33

EXHIBIT C
VEHICLE DESCRIPTION
(ATTACHED)

Bidder Name: Rosenbauer Minnesota, LLC

PROPOSED ARFF VEHICLE DESCRIPTION:

Make: Rosenbauer Model: Panther 4x4

GVWR: 58,863 Height: 145.5" Width: 132" Length: 400" Wheelbase: 189"

Fuel Capacity: 80 gallons

Engine Type:

Make: Volvo Model: D16

Number of Cylinders: 6 HP: 700 CID: 984 Fuel Type: Diesel

Aspiration Method: Turbo Oil Capacity: 12.7 gallons

Transmission:

Make: Twin Disc Model: TD8WLW-1577

Type: Automatic Oil Capacity: 12.7 gallons

Tires:

Front - Manufacturer: Bridgestone Size: 24R12

Rear - Manufacturer: Bridgestone Size: 24R12

Vehicle Suspension:

Type: Solid Axel with coil spring suspension

Water Pump Type:

Make: Rosenbauer Model: N80

Stage: 1 GPM: 2100

Rosenbauer Minnesota, LLC
Bidder Name: _____

PROPOSED ARFF VEHICLE DESCRIPTION CONTINUED:

Water Tank:

Make: APR Model: Panther 4x4

Capacity: 1600

Foam Tank:

Make: APR Model: Panther 4x4

Capacity: 210

EXHIBIT D

FABRICATION AND DELIVERY SCHEDULE
(ATTACHED)



SCHEDULE OF IMPLEMENTATION

Burbank – Glendale – Pasadena Airport Authority

Based on 365 Day Delivery, FOB Hollywood Burbank Airport

WEEK #	ACTIVITY
# 1	Receipt of signed contract
# 2	Order package submitted to production
# 8	Spec review by Engineering and production Order Pump Components
#12	Bill of Material Complete
#17	Materials Ordered By
# 34	Manufacturing Begin
#34	Chassis Assembly
#35	Body(s) fabrication
#38	Plumbing and then Body electrical assembly
#39	Vehicle(s) assembly
#40	Tank mount and set on chassis
#41	Pump and engine mod set on chassis
#47	Finishing
#48	Internal Testing and QC
#50	Final Inspection
#52	Delivery to Airport

www.rosenbaueramerica.com

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100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 280TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55082
P: 651.482.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55082
P: 651.482.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

EXHIBIT E

INSTRUCTIONS TO BIDDERS
(ATTACHED)

EXHIBIT E

INSTRUCTIONS TO BIDDERS

1. INTENT:

These Instructions to Bidders provide guidance for completion of the Bid Forms and explanation of the Contract Documents. Please read all instructions carefully.

2. GENERAL:

2.1 The ARFF Vehicle Purchase Contract (Contract), if awarded, shall not be construed to create unto the selected Bidder (Manufacturer) any exclusive rights with respect to any of the Authority's ARFF Vehicle requirements. The Authority may in its sole discretion award any additional or similar Contract to any third party.

2.2 A Bidder's bid prices shall remain firm for the duration of the term of the Contract. Any anticipated increases in Bidder's costs during the term of the Contract must be reflected in its prices set forth in its bid. The Authority shall not be obligated to renegotiate or increase any price for any work during the term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All the Bidder's overhead costs, including costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its bid.

2.3 Each Bidder shall provide on Page **G-4 (Bid Schedule A)**, its Total Bid Price **Without** Additional Vehicle Options, and Accessories to furnish the design, fabrication and delivery of one (1) Class 4 ARFF Vehicle, as required by the General and Technical Specifications, and Attachments. Each Bidder shall provide on Page **G-5 and G-6 (Bid Schedules B & C)** its Additional Vehicle Options, and Accessories Unit Pricing.

Note: The ARFF Vehicle must be delivered to the Authority within 365 days from issuance of the Notice to Proceed Letter.

2.4 Any bid which fails to include the price as requested on Pages **G-4, G-5 and G-6** may be deemed non-responsive.

3. RECEIPT AND OPENING OF BIDS:

Bids will be received via PlanetBids as outlined in the RFB. Prices will be made available through PlanetBids. Bids received in any other manner shall be deemed non-responsive.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS:

All prospective Bidders shall thoroughly examine and become familiar with the RFB and carefully note the items which must be submitted with the bid.

These Instructions to Bidders, the RFB, the Bid Forms, the Contract, the General Conditions, and the Technical Specifications are referred to herein as the "Contract Documents." Submission of a bid shall constitute an acknowledgment that the Bidder has read and understands the Contract Documents. The failure or neglect of a Bidder to receive or examine any Contract Document shall in no way relieve it from any obligations under its bid or the

Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. PREPARATION OF BIDS:

- 5.1 Bids shall be submitted on reproduced copies of the attached Bid Forms including any revised or additional Bid Forms supplied by Addenda. If an award is made, the completed Bid Forms shall constitute a part of the Contract Documents and will be incorporated in the Contract. All blank spaces in the Bid Forms shall be filled in legibly and correctly in ink or typewritten.
- 5.2 All bids shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the bid and shall be signed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a corporation or business entity, and shall be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the Authority shall be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject bid. If the Bidder is an LLC, the Bidder shall submit with its bid its Articles of Organization or other evidence satisfactory to Authority, indicating whether the LLC is member-managed or manager-managed, and indicating that the person signing the bid is authorized to bind the LLC.
- 5.3 If the Bidder is a partnership or sole proprietorship, the Authority, reserves the right to require the Bidder to submit the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.
- 5.4 If the Bidder is a corporation or other state-chartered business entity, the Authority reserves the right to require the Bidder to submit the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation. If the Bidder is a corporation, the bid shall have the corporate seal affixed and include the name of the state in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in California. If the Bidder uses a fictitious name in its bid, a copy of the Bidder's fictitious name registration shall be provided to the Authority.

6. BID SECURITY:

Each bid must be accompanied by a cash deposit, cashier's check, certified check or bidder's bond issued by a surety insurer, each of which must be made payable to the Authority and in an amount not less than 5% of the total bid submitted. Personal or company checks are not acceptable. Failure to enter into a valid contract with the Authority within 15 days after the date of delivery of the Contract Documents to the Bidder, including failure to submit all required bonds and insurance coverages, shall subject the bid security to forfeiture to the extent provided by law. No bid bond will be accepted unless it conforms substantially to the form provided in this bid solicitation package.

The bid security must be delivered to the Authority prior to the due date for bid delivery. The bid security must be submitted directly to the following address (on pg. A-3) in a clearly labeled, sealed envelope prior to the bid deadline addressed as follows:

Burbank-Glendale-Pasadena Airport Authority
Attention: Alisa DeHoyos, Sr. Manager, Procurement
Ref: Project No. AF20-01; Bid Security for (Bidder Name and Address)
2627 N. Hollywood Way
Burbank, CA 91505

Any bid that is electronically submitted via PlanetBids by the bid deadline will be deemed nonresponsive unless bid security for such bid has been physically delivered to the Authority by the bid deadline of June 1, 2020 at 4:00 PM.

7. **DELIVERY OF BIDS:**

- 7.1 All bids shall be submitted pursuant to the terms specified in this RFB. Any bids received after the specified deadline, or in manner other than via PlanetBids, will not be considered.
- 7.2 Submission of a bid shall constitute authorization for the Authority and its representatives and agents to make such copies of the bid or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives or requirements.

8. **COMMUNICATIONS DURING BID PROCESS:**

Any communication directly or indirectly to encourage any specific result in connection with the Authority's selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any Authority Commissioner or Authority staff **is strictly prohibited** from the time that this RFB is released to the time that the award is made.

9. **WITHDRAWAL OF BIDS:**

No bid may be withdrawn after it is submitted unless the Bidder makes a request by letter and such request is received prior to the bid submission deadline. No bid may be withdrawn after the bid submission deadline for a period of 180 days. **To the extent permitted by law, any Bidder withdrawing or attempting to withdraw its bid prior to the expiration of the 180 day period shall be obligated to reimburse the Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including any increased costs for procuring the goods or services from another Bidder, costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Authority's other damages. A Bidder's submission of a Bid shall be deemed the Bidder's consent to the provisions of this Section.**

10. DISQUALIFICATION OF BIDDERS:

10.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Bidder and the rejection of its bid:

- 10.1.1 Submission of more than one bid for the same work, or participation in more than one bid for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. For purposes of this Section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;
- 10.1.2 Evidence of collusion between or among Bidders;
- 10.1.3 Evidence, in the opinion of the Authority, of Bidder(s) attempting to manipulate the bid pricing for its own benefit (e.g. pricing resulting in a failure of the Authority's ability to enforce the Contract or impose the remedies intended following a breach);
- 10.1.4 Being in arrears on any of its existing contracts with the Authority or in litigation with the Authority;
- 10.1.5 Having defaulted on, or having previously been in litigation with the Authority, with respect to, a previous contract with the Authority within the prior three years;
- 10.1.6 Poor, defective or otherwise unsatisfactory performance of work for the Authority or any other party on prior projects within the past three years which, in the Authority's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
- 10.1.7 Any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Bid.

11. REJECTION OF IRREGULAR BIDS:

A bid will be considered irregular and may be rejected by the Authority if it (i) is improperly executed, (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate bids, (iii) fails to include the proper bid security (as required), contract references, other certificates, affidavits, statements, or any other information required to be included with bids, including, but not limited to, the Bidder's prices, or (iv) contains other irregularities of any kind.

12. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all bids are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within one hundred and eighty (180) days from the opening of bids to the responsive and responsible Bidder submitting the lowest bid. In the event of tie bids, the Authority may accept the one it chooses. The Authority reserves the right to cancel the opportunity, or to reject any and all submissions, for any reason at its sole discretion, at any time prior to contract award.

13. RESPONSIBILITY OF BIDDERS:

- 13.1 To aid it in determining a Bidder's responsibility, Authority reserves the right (a) to request, at the Authority's exclusive discretion and at any time, that the Bidder submit such evidence, including additional references, of the Bidder's qualifications as Authority may deem necessary, and (b) to consider any evidence available to the Authority of the financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the Authority and others. Satisfaction of the minimum responsibility criteria below does not mean that the Bidder necessarily will be found by the Authority to be responsible. The Authority shall be the final authority in the determination of a Bidder's responsibility and the award of a Contract to a Bidder.
- 13.2 All Bidders shall furnish the Authority with the company name, address, contact person, and telephone number and email address of those entities Bidder is relying on to satisfy the minimum responsibility criteria in Section 13.3 below, and of any other entities that the Bidder believes would be helpful in establishing the Bidder's responsibility. The information should be submitted through completion and submission of Attachment H – Company Profile and References, with the knowledge that the Authority will use the data for reference purposes.
- 13.3 For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable references for evidence:**
- 13.3.1 that the Bidder is an individual, a firm, a corporation, or other entity that is currently engaged in the business of designing, fabricating, and delivering Aircraft Rescue and Fire Fighting Vehicles;**
- 13.3.2 that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has been actively engaged in such business for at least the three years immediately preceding the date of Bidder's response to this Request for Bids; and**
- 13.3.3 that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has satisfactorily provided Aircraft Rescue and Fire Fighting Vehicles of a similar design that is found in these specifications for at least three other U.S. Airports during the prior three year period;**
- 13.4 The Authority may, in certain special circumstances and based on information provided to or learned by the Authority pursuant to Section 13.1 above, determine that a Bidder is responsible despite such Bidder's failure to satisfy all requirements of the minimum responsibility criteria above.

14. GUARANTY OF FAITHFUL PERFORMANCE:

- 14.1 The Manufacturer will be required to provide and keep in force throughout the term of the Contract a Performance Bond, as provided in Section 7 of the General Conditions, with a surety which meets the requirements set forth in Section 7.4 of the General Conditions, and in the form contained in these Bid Documents as Attachment F.

14.2 In lieu of any Performance Bond required by the terms of the Bid Documents, the Manufacturer may provide at its option (and subject to certain additional requirements), an irrevocable standby letter of credit ("Letter of Credit") as provided in Section 7 of the General Conditions issued by a bank which meets the requirements set forth in Section 7.6 of the General Conditions, and in the form contained in these Bid Documents within Attachment F.

14.3 The Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit contained in these Bid Documents, which must be properly executed and submitted by the Manufacturer.

15. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Attorneys-in-fact who sign a bid bond and/or Performance Bond must file with such bond a certified copy of their Power of Attorney to sign such bond. The bond shall be countersigned by a California licensed agent of the surety, with proof of agency attached.

16. EXECUTION OF CONTRACT:

16.1 The Bidder to whom the Notice of Intent to Award is given shall, within 10 business days after the date of the Notice of Intent to Award, execute and/or deliver the following to the Authority: the Contract, a copy of the Bidder's valid business or occupational license, a copy of Bidder's W-9 Form, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished, and the Contract Documents executed by the Bidder, and delivered to Authority before the Contract will be executed by the Authority.

16.2 A Bidder's failure to timely fulfill its obligations under this Section 16 shall be just cause for the Authority's withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all bids may be rejected by the Authority and the Contract re-advertised. In such event, the Authority shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this Section. A Bidder's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Bid (see Section 9 of the Instructions to Bidders).

16.3 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Manufacturer. The Authority reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the Authority and delivered to the Manufacturer. Accordingly, the Manufacturer is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has received from the Authority a final, fully executed copy of the Contract.

17. CALIFORNIA SALES TAX:

Purchases by Authority under this Contract are subject to California (City of Burbank) sales tax.

18. SUBCONTRACTS:

- 18.1 The Manufacturer's right to subcontract shall be governed by the provisions of Section 9 of the General Conditions.
- 18.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority.
- 18.3 The Manufacturer shall be fully responsible to the Authority for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Manufacturer is liable to Authority for acts and omissions of persons directly employed by it.

19. COMPLIANCE WITH LAWS:

The Manufacturer shall comply with applicable laws, including the Authority's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Manufacturer shall in no way relieve the Manufacturer from any such responsibility or liability.

20. AIRPORT SECURITY:

The Manufacturer will be required to comply with all applicable regulations of the Transportation Security Administration ("TSA") and of the Authority relating to Airport security, including those relating to access to the Aircraft Operations Area ("AOA") of the Airport, as such regulations may be in effect or changed from time to time.

21. EQUAL OPPORTUNITY REPORT STATEMENT:

Each Bidder shall complete and sign the Equal Opportunity Report Statement on Page **I-3**. A Bid may be considered irregular, in the Authority's sole discretion, if the Bidder fails to provide the fully executed Statement, or fails to furnish the required data thereon. Prior to execution of the Contract by the Authority, a fully executed Statement must be provided or the Bid may be rejected and the Authority will be entitled to exercise its rights under the provisions of Section 16.3 above, Execution of Contract.

22. NON-SEGREGATED FACILITY CERTIFICATE:

Each Bidder shall complete and sign the Non-Segregated Facilities Certificate on Page **I-11**. A Bid may be considered irregular, in the Authority's sole discretion, if the Bidder fails to provide the fully executed statement, or fails to furnish the required data. Prior to execution of the Contract by the Authority, a fully executed statement must be provided or the Bid may be rejected and the Authority will be entitled to exercise its rights under the provisions of Section 16.3 above, Execution of Contract.

23. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

24. INSURANCE:

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance such as the form on Page **B-4**. The Certificate of Insurance shall evidence the insurance coverages required by the Authority pursuant to Section 6 of the General Conditions

and shall be filed with Authority within 10 business days of the date of the Notice of Intent to Award. The Manufacturer shall provide the Authority with at least 30 calendar days prior written notice of any cancellation or modification or the limits thereunder decreased in Manufacturer's required insurance coverage.

25. BID ERRORS:

In the case of a Bidder's error in the extension or addition of Bid prices, the unit prices will govern. Forms shall contain no erasures, strike outs or corrections and must be accurate to be considered responsive.

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Bid or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

27. PERFORMANCE STANDARD:

The standards by which the Manufacturer's performance will be evaluated are set forth in the Sample Contract (Attachment B), General Conditions (Attachment C), and Technical Specifications (Attachment D). The Manufacturer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to Authority's other remedies, in the Authority's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of Section 10 of the General Conditions.

28. EVALUATION CRITERIA OF BID:

Award, if made, will be to the responsive and responsible Bidder submitting the low bid. The responsive and responsible Bidder submitting a bid having the lowest **"Total Bid Price Including Additional Vehicle Options, and Accessories" Bid Schedules A and B** on Pages **G-4 and G-5** shall be deemed to have submitted the low bid.

29. PUBLIC RECORDS/PUBLIC MEETINGS:

Please be aware that all Airport Commission and standing committee meetings are duly noticed public meetings and all documents submitted to the Authority as a part of or in connection with a Bid will be subject to disclosure under the California Public Records Act. The provisions of Section 15 of the General Conditions shall apply to all Bidders.

***** END OF INSTRUCTIONS TO BIDDERS *****

EXHIBIT F

TECHNICAL SPECIFICATIONS
(ATTACHED)

EXHIBIT F

TECHNICAL SPECIFICATIONS

(Scope of Work / Technical Specifications)
Per FAA ADVISORY CIRCULAR 150/5220-10E – Dated 6/1/11

FOR

A MAJOR AIRPORT RESCUE AND FIREFIGHTING VEHICLE
WITH AGENT CAPACITIES OF
1500 USABLE GALLONS OF WATER
200 GALLONS OF 3% AFFF CONCENTRATE
500 POUNDS OF DRY CHEMICAL (PURPLE-K)

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GENERAL CHARACTERISTICS

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FAA AC 150/5220-10E TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATION CLARIFICATION 3.1 – 5.6.3.1

Section 4

APPENDIX A – ADDITIONAL EQUIPMENT

Section 1. GENERAL CHARACTERISTICS

A. DEFINITIONS.

This specification outlines the technical specification requirements for an ARFF Vehicle in accordance with the FAA Advisory Circular 150/5220-10E. Terms with meanings unique or specifically related to ARFF Vehicle design, construction, and performance requirements are contained in Appendix 1 of the Advisory Circular.

This specification is for a new and unused Class 4 (1500 gallon) ARFF Vehicle. As a minimum, vehicles offered in the bid process shall conform to the requirements set forth in the FAA Advisory Circular No. 150/5220-10E. This Advisory Circular contains the performance standards, construction, and testing for this type of vehicle. In addition, the vehicle shall meet the new performance requirements of NFPA-414 (2007) and Title 14 Code of Federal Regulations (CFR) Part 139.

In addition to the basic requirements of the referenced Advisory Circular, the following "Sponsor Election of ARFF Vehicle Subsystem Components" is made for inclusion in the vehicle price. The vehicle and all items including those listed under Table A3-1 shall be bid FOB Bob Hope Airport.

B. EXPECTED USE.

This specification covers an all-wheel drive, diesel powered, ARFF Vehicle having a mechanical foam/water system designed for extinguishing flammable and combustible liquid fuel fires. The specified Potassium bicarbonate (Purple-K) dry chemical complimentary agent system (as noted in the respective sections of this specification), is an acceptable, optional addition to the basic vehicle dictated by local operational needs. The primary function of the vehicle described in this specification is to provide an optimum level of ARFF suppression capability throughout the critical rescue and firefighting area for the lowest practical cost. Vehicles complying with this specification meet the ARFF vehicle requirements of FAR Part 139. However, it is also intended that this vehicle be suitable for other fire protection assignments at the airport.

C. FIRE SUPPRESSION CHARACTERISTICS.

This vehicle is to be designed for a degree of off-pavement mobility not normally found in highway vehicles. The vehicle payload consists principally of the minimum usable (rated capacity) quantities of water and sufficient quantity of 3% AFFF foam concentrate to support four times the water quantity.

The firefighting system used on the vehicle shall consist of water/AFFF foam and secondary agent system of potassium bicarbonate (Purple-K) dry chemical as specified later in this document.

- a. System. The AFFF foam system shall consist of the following: a tank with a useable capacity of 1500 gallons of water, a 200 gallon reservoir for AFFF, a water pump, and non-aspirating roof and bumper turrets as specified in sections 3.6.5 and 3.6.6 of this specification. Water/foam handlines with variable pattern nozzle shall also be provided.
- b. Primary Turret. The controls for the turret(s) shall be physically located to permit operation by one operator. The discharge and agent activation controls shall be operable from the driver's seat.
- c. Handlines. A minimum of two water/foam handlines are to be provided. Each handline shall be designed for manual activation by a single valve handle extension located close to the hose reel or preconnected storage area. The quick opening valve shall energize the line to the nozzle valve.
- d. Secondary Agent. 500 lb Dry Chemical (Purple-K) System

D. PRE-CONSTRUCTION.

Upon award of contract and before vehicle construction begins, the Manufacturer shall make arrangements to meet with Airport Fire Department representatives to review the vehicle specifications and department's expectations.

Section 2. FAA AC 150/5220-10E - TECHNICAL SPECIFICATIONS

3.4. VEHICLE PROCUREMENT SPECIFICATION, CLASS 4

PROCUREMENT SPECIFICATION

Class 4

AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE

1. **SCOPE.** This Procurement Specification (PS) covers a commercially produced diesel engine driven ARFF vehicle for an Index B airport. It includes a 1500 gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system: without a complementary agent.

The ARFF vehicle is intended to carry rescue and fire fighting equipment for the purpose of rescuing aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

2. **CLASSIFICATION.** The ARFF vehicle(s) covered by this PS are classified in accordance with Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers, Section 315, Aircraft Rescue and Firefighting: Index Determination; Section 317, Aircraft Rescue and Firefighting: Equipment and Agents; and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles, as follows:

Airport Index	Vehicle Class	Minimum Rated Capacities (gallons/liters)
Index B	4	1500 gallon (5678 liter) water/AFFF solution

3. **VEHICLE CONFORMANCE/PERFORMANCE CHARACTERISTICS.** The ARFF vehicle will be in accordance with the applicable requirements of National Fire Protection Association (NFPA) 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), and AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

3.1 General Administration Requirements.

3.1.1 **Manuals:** Technical manuals will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format on CDs when requested.

3.1.1.1 **Technical manuals.** The overall format for the manuals will be commercial. Each technical manual will have a title page. Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of engine and transmission parts, service and operator's manuals will be packed with each vehicle.

- a. The contractor will provide digitized manuals in CD format when requested in addition to or in place of printed paper copies.
- b. The contractor will provide two complete sets of hardcopy manuals and / or CDs when requested.

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3.1.1.1.1 Operator's manual. The operator's manual will include all information required for the safe and efficient operation of the vehicle, including fire extinguishing systems, equipment, and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following:

- a. The location and function of all controls and instruments will be illustrated and functionally described.
- b. Safety information that is consistent with the safety standards established by the Occupational Safety and Health Administration (OSHA) and NFPA.
- c. All operational and inspection checks and adjustments in preparation for placing the vehicle into service upon receipt from the manufacturer.
- d. Tie down procedures for transport on a low-boy trailer.
- e. Warranty information and the period of the warranty coverage for the complete vehicle and for any component warranty that exceeds the warranty of the complete vehicle. Addresses and telephone numbers will be provided for all warranty providers.
- f. General description and necessary step-by-step instructions for the operation of the vehicle and its fire extinguishing system(s) and auxiliary equipment.
- g. A description of the post-operational procedures (draining, flushing, re-servicing, et cetera).
- h. Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.
- i. Disabled vehicle towing procedures.
- j. Procedures and equipment required for changing a tire.
- k. Schedules (hours, miles, time periods) for required preventative maintenance and required periodic maintenance.
- l. Line art drawing of the vehicle, including panoramic views (front, rear, left, and right sides) showing basic dimensions and weights (total vehicle and individual axle weight for the unloaded and fully loaded vehicle). For the purposes of this AC, "unloaded" is defined as a lack of agent, occupants and compartment load, and "loaded" is defined as including agent, occupants and compartment load.

3.1.1.1.2 Service manual. The service manual will identify all special tools and test equipment required to perform servicing, inspection, and testing. The manual will cover troubleshooting and maintenance as well as minor and major repair procedures. The text will contain performance specifications, tolerances, and fluid capacities; current, voltage, and resistance data; test procedures; and illustrations and exploded views as may be required to

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permit proper maintenance by qualified vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents. The service manual will contain at least the following, where applicable:

- a. Fire fighting system schematic(s).
- b. Hydraulic schematic.
- c. Pneumatic schematic.
- d. Electrical schematic.
- e. Winterization schematic.
- f. Fuel schematic.
- g. Schedules for required preventative maintenance and required periodic maintenance.
- h. Lubrication locations, procedures, and intervals for parts of the vehicle and equipment that require lubrication.

3.1.1.1.3 Parts identification manual. The parts manual will include illustrations or exploded views (as needed) to identify properly all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference numbers in the parts lists. All purchased parts will be cross-referenced with the original equipment manufacturer's (OEM) name and part number. The parts identification manual will provide the description and quantity of each item used for each vehicle. The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. The manual will contain a numerical index. The parts manual will contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list.

3.1.2 Painting, plating, and corrosion control.

3.1.2.1 Finish. Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. Vehicles will be painted and marked in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport. The interior finish of all compartments will be based on the manufacturer's standard production practice. This may include painting, texturing, coating or machine swirling as determined by the manufacturer. All bright metal and anodized parts, such as mirrors, horns, light bezels, tread plates, and roll-up compartment doors, will not be painted. All other surfaces capable of being painted must be in the appropriate yellow-green color.

3.1.2.2 Dissimilar metals. Dissimilar metals, as defined in MIL-STD-889, Dissimilar Metals, will not be in contact with each other. Metal plating or metal spraying of dissimilar base metals to provide electromotively compatible abutting surfaces is acceptable. The use of

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dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur.

3.1.2.3 Protection against deterioration. Materials that deteriorate when exposed to sunlight, weather, or operational conditions normally encountered during service will not be used or will have a means of protection against such deterioration that does not prevent compliance with performance requirements. Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or when exposed to heat will not be used.

3.1.2.4 Reflective stripes. A minimum eight (8) inch horizontal band of high gloss white paint or white reflective tape (Retroreflective, ASTM-D 4956-09, *Standard Specification for Retroreflective Sheeting for Traffic Control*, TYPE III & above) must be applied around the vehicle's surface.

3.1.2.5 Lettering. The manufacturer will apply the airport's 'Name' and 'Insignia' (if available) in a contrasting color or by decal on both sides of the vehicle in long radius elliptical arches above and below the lettering center line. The size of the lettering will be a minimum of 2½-inches to a maximum of 6-inches. Reflective lettering is allowed if the material is the same as that which is used for the reflective stripe (as specified in AC 150/5210-5).

3.1.3 Vehicle identification plate. A permanently marked identification plate will be securely mounted at the driver's compartment. The identification plate will contain the following information:

- a. NOMENCLATURE
- b. MANUFACTURER'S MAKE AND MODEL
- c. MANUFACTURER'S SERIAL NUMBER
- d. VEHICLE CURB WEIGHT: kg (pounds)
- e. PAYLOAD, MAXIMUM: kg (pounds)
- f. GROSS VEHICLE WEIGHT (GVW): kg (pounds)
- g. FUEL CAPACITY AND TYPE: gals (gallons)
- h. DATE OF DELIVERY (month and year)
- i. WARRANTY (months and km (miles))
- j. CONTRACT NUMBER
- k. PAINT COLOR AND NUMBER

A second permanently marked information data plate will be securely mounted on the interior of the driver's compartment. The plate will contain the information required by NFPA 414, *Standard for Aircraft Rescue and Fire Fighting Vehicles* (2007 Edition), Section 1.3.5 Vehicle

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Information Data Plate. A single plate that combines or contains the information required for both plates is acceptable.

3.1.4 Environmental conditions.

3.1.4.1 Vehicle operation and storage temperature conditions will vary with geographical location. Thus, the locality temperature range can go from -40° to 110°F. Refer to NFPA 414 for vehicle winterization criteria.

3.1.4.2 Temperature range. The vehicle will be capable of satisfactory storage and operation in temperatures ranging from 33° to 110°F. The vehicle will be equipped with a cab, chassis, and agent winterization system, permitting operation at 33°F. The winterization system will not detract from the performance of the vehicle or the firefighting system in ambient temperatures up to 110°F.

3.1.5 Reduction of potential foreign object damage. All loose metal parts, such as pins, will be securely attached to the vehicle with wire ropes or chains. Removable exterior access panels, if provided, will be attached with captive fasteners.

3.1.6 Vehicle Mobility.

3.1.6.1 Operating terrain. The vehicle will be capable of operating safely on paved roads, graded gravel roads, cross country terrain, and sandy soil environments. Cross country terrain consists of open fields, broken ground, and uneven terrain. An off-road, high-mobility suspension system resulting in no more than 0.5 G_{rms} acceleration at the driver's seat of the vehicle when traversing an 8-inch (20 cm) diameter half round at 35 mph (56 kph) must be provided. The suspension design by which the manufacturer meets the suspension performance requirements is at the manufacturer's discretion.

3.1.6.2 Gradeability. The fully loaded vehicle will be able to ascend any paved slope up to and including 50-percent.

3.1.6.3 Side slope stability. The fully loaded vehicle will be stable on a 30° side slope when tested in accordance with NFPA 414.

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3.1.6.4 Cornering stability. The fully loaded vehicle will be stable in accordance with NFPA 414 when tested in accordance with NFPA 414.

3.2 Weights and dimensions.

3.2.1 Overall dimensions. The maximum dimensions listed below are desirable to ensure vehicles can be accommodated in existing fire stations. Likewise, the overall dimensions should be held to a minimum that is consistent with the best operational performance of the vehicle and the design concepts needed to achieve this performance and to provide maximum maneuverability in accordance with NFPA 414.

Vehicle Capacity /Dimensions	1500 Gallon
Length (inches/cm)	433/1100
Width (inches/cm, excluding mirrors)	124/315
Height (inches/cm)	154/391

NOTE: For Airport Operator Validation: Consult AC 150/5210-15, Aircraft Rescue and Fire Fighting Station Building Design, Appendix A, to ensure vehicles measurements do not exceed existing airport fire station dimensions.

<u>VEHICLE MEASUREMENT VALIDATION</u>
Not applicable.
ADO/FAA Approval: ➡ _____

3.2.2 Angles of approach and departure. The fully loaded vehicle will have angles of approach and departure of not less than 30°.

3.2.3 Field of vision. The vehicle will have a field of vision in accordance with NFPA 414.

3.2.3.1 Mirrors. Combination flat and convex outside rearview mirrors will be installed on each side of the cab. The flat mirrors will be of the motorized remote control type, providing not less than 60° horizontal rotational viewing range. The flat mirrors will also have electrically heated heads. Mirror remote and heating controls will be located on the instrument panel within reach of the seated driver. To provide the driver a clear view of the area ahead of the vehicle and to eliminate potential blind spots, a rectangular mirror will be installed on the lower corner of each side of the windshield, having a minimum area of 35 square inches.

The vehicle will have a back-up (rear-view) camera with a display monitor mounted above the driver in the cab. Cameras and monitors that are designed to replace the function of the side-view mirrors are not an approved option in this specification.

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3.3 Chassis and vehicle components.

3.3.1 Engine. The vehicle will have a turbocharged diesel engine that is certified to comply with the Environmental Protection Agency (EPA) and state laws for off-highway emission requirements at the time of manufacture. The engine and transmission must operate efficiently and without detrimental effect to any drive train components when lubricated with standard, commercially available lubricants according to the recommendations of the engine and transmission manufacturers.

3.3.1.1 Acceleration. The fully loaded vehicle will accelerate from 0 to 50 miles per hour (mph) on a level paved road within: 25 seconds.

3.3.1.2 Maximum speed. The fully loaded vehicle will attain a minimum top speed of 70 mph on a level, paved road.

3.3.1.3 Pump and roll on a 40-percent grade. The fully loaded vehicle will be capable of pump and roll operations on a paved, dry, 40-percent grade in accordance with NFPA 414.

3.3.1.4 Altitude. Where justified, the vehicle, including the pumping system, will be designed for operation at 2,000 feet above sea level.

JUSTIFICATION
ADO/FAA Approval: ➡ _____

3.3.2 Engine cooling system. The engine cooling system will be in accordance with NFPA 414. A label will be installed near the engine coolant reservoir reading "Engine Coolant Fill."

3.3.3 Fuel system. The fuel system will be in accordance with NFPA 414.

3.3.3.1 Fuel priming pump. The vehicle will be equipped with an electric or pneumatic fuel pump in addition to the mechanical fuel pump. The electric/pneumatic pump will be used as a priming pump capable of re-priming the engines fuel system.

3.3.3.2 Fuel tank. The vehicle will have one or two fuel tanks with a minimum usable capacity in accordance with NFPA 414, as amended by NFPA 414. Each tank will have a fill opening of 3 inches minimum, readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fires. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An

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overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled "Diesel Fuel Only".

3.3.4 Exhaust system. The exhaust system will be in accordance with NFPA 414. The exhaust system will be constructed of high grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler(s) will be constructed of aluminized steel or stainless steel. Exhaust system outlet(s) will be directed upward or to the rear, away from personnel accessing equipment compartments and the engine air intake, and will not be directed toward the ground.

3.3.5 Transmission. A fully automatic transmission will be provided. The transmission will be in accordance with NFPA 414.

3.3.6 Driveline. The vehicle driveline will be in accordance with NFPA 414. If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/un-locking procedures. The operator's manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

3.3.7 Axle capacity. Each axle will have a rated capacity, as established by the axle manufacturer, in accordance with NFPA 414.

3.3.8 Suspension. The suspension system will be in accordance with NFPA 414 and AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

3.3.9 Tires and wheels. Tires and wheels will be in accordance with NFPA 414. The vehicle will be equipped with single tires and wheels at all wheel positions. The vehicle will be equipped with tubeless steel belted radial tires with non-directional on/off-road type tread mounted on disc wheel assemblies. Tire and wheel assemblies will be identical at all positions. Tires and wheels will be certified by the manufacturer for not less than 25 miles of continuous operation at 60 mph at the normal operational inflation pressure. A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the vehicle. Tires will be new. Retreads, recaps, or re-grooved tires will not be permitted.

Tire bead locks, where justified, may be installed on all tires and rims.

JUSTIFICATION
ADO/FAA Approval: ➡ _____

3.3.10 Towing connections. The vehicle will be equipped with towing connections in accordance with NFPA 414. The vehicle will be designed for flat towing; the capability to lift and tow the vehicle is not required. The tow connections may intrude into the 30 degree approach angle.

3.3.11 Brake system. The vehicle will be equipped with a multi-channel all-wheel antilock brake system with at least one channel for each axle. The brakes will be automatic, self-adjusting and fully air-actuated. Brakes will be in accordance with CFR 49 CFR 393.40 through 393.42(b)), 393.43, and 393.43 through 393.52. The braking system, complete with all necessary components will include:

- a. Air compressor having a capacity of not less than 16 standard cubic feet per minute (SCFM).
- b. Air storage reservoir(s), each tank equipped with drain (bleed) valves, and with safety and check valves between the compressor and the reservoir tank.
- c. Automatic moisture ejector on each air storage reservoir. Manual air tank drains are acceptable if they are labeled, are centrally located in one compartment and are accessible by an individual standing at the side of the vehicle.
- d. Automatic slack adjusters on cam brakes or internal self-adjusting brakes on wedge brakes on all axles.
- e. Spring set parking brakes.

All components of the braking system will be installed in such a manner as to provide adequate road clearance when traveling over uneven or rough terrain, including objects liable to strike and cause damage to the brake system components. No part of the braking system will extend below the bottom of wheel rims, to ensure, in case of a flat tire, that the weight of the vehicle will be supported by the rim and the flat tire and not be imposed on any component of the braking system. Slack adjusters and air chambers will be located above the bottom edge of the axle carrier.

3.3.11.1 Air dryer. A replaceable cartridge desiccant air dryer will be installed in the air brake system. The dryer will have the capability of removing not less than 95 percent of the moisture in the air being dried. The dryer will have a filter to screen out oil and solid contaminants. The dryer will have an automatic self-cleaning cycle and a thermostatically controlled heater to prevent icing of the purge valve.

3.3.11.2 Compressed air shoreline or vehicle-mounted auxiliary air compressor. A flush mounted, check valved, auto-eject compressed air shoreline connection will be provided to maintain brake system pressure while the vehicle is not running. The shoreline will be flush mounted (not to extend outside the body line), located on the exterior of the vehicle, either on the left side rear corner of the cab, or at the rear of the vehicle. In lieu of a compressed air shoreline connection, the vehicle may be equipped with a 110 volt shoreline connected vehicle-mounted auxiliary air compressor. In lieu of a compressed air shoreline connection, the vehicle may be equipped with an electrical shoreline connected vehicle mounted auxiliary air compressor.

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3.3.12 Steering. The vehicle will be equipped with power steering. Rear-wheel steering technology is not an approved vehicle option.

3.3.12.1 Steering effort. The steering system performance will be in accordance with NFPA 414.

3.3.12.2 Turning diameter. The fully loaded vehicle will have a wall to wall turning diameter of less than three times the overall length of the vehicle in both directions in accordance with NFPA 414.

3.3.13 License plate bracket. A lighted license plate bracket will be provided at the left rear and left front of the vehicle. The location of the left front bracket will be placed so as not to interfere with the operation of fire fighting systems.

3.4 Cab. The vehicle will have a fully enclosed two door cab of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction. Steps and handrails will be provided for all crew doors, and at least one grab handle will be provided for each crew member, located inside the cab for use while the vehicle is in motion. The lowermost step(s) will be no more than 22 inches above level ground when the vehicle is fully loaded. A tilt and telescoping steering column will be provided.

3.4.1 Windshield and windows. The windshield and windows will be of tinted safety glass. Each door window will be capable of being opened far enough to facilitate emergency occupant escape in the event of a vehicle accident. The vehicle windows will have an electric control system.

3.4.2 Cab interior sound level. The maximum cab interior sound level will be in accordance with NFPA 414.

3.4.3 Instruments and controls. All instruments and controls will be illuminated and designed to prevent or produce windshield glare. Gauges will be provided for oil pressure, coolant temperature, and automatic transmission temperature. In addition to the instruments and controls required by NFPA 414, the following will be provided within convenient reach of the seated driver:

- a. Master warning light control switch,
- b. Work light switch(es), and
- c. Compartment "Door Open" warning light and intermittent alarm that sounds when a compartment door is open and the parking brakes are released or the transmission is in any position other than neutral.

3.4.4 Windshield deluge system. The vehicle will be equipped with a powered windshield deluge system. The deluge system will be supplied from the agent water tank and will have an independent pumping system. The deluge system activation switch will be located within reach of the seated driver and turret operator.

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3.4.5 Forward Looking Infrared (FLIR). A forward looking infrared (FLIR) camera and in-cab monitor, meeting the requirements of NFPA 414, will be provided. In addition, the FLIR monitor described in NFPA 414 will have a minimum dimension of 10 in (25 cm) (measured diagonally) and be located in a position where it is visible to both the seated driver and turret operator.

3.4.6 Climate control system. The offeror/contractor's standard heater/defroster and air conditioning system will be provided. The climate control system will induct at least 60 cubic feet per minute of fresh air into the cab. Cab mounted components will be protected from inadvertent damage by personnel.

3.4.7 Seats. The driver seat will be adjustable fore and aft and for height. The turret operator's seat, located to the right front of the driver's seat, will be a fixed (non-suspension) type. Each seat will be provided with a Type 3 seat belt assembly (i.e., 3-point retractable restraint) in accordance with CFR 49 CFR 571.209. Seat belts must be of sufficient length to accommodate crew members in full Personal Protective Equipment (PPE).

3.4.7.1. Seat Options. Two types of seat options are allowed in the vehicle. A standard seat contains a hard/fixed back. For these seats, a remote-mounted bracket designed to store a Self-Contained Breathing Apparatus (SCBA) will be provided. The remote-mounted bracket for the driver and turret operator (at a minimum) must be placed inside the cab. The brackets for seat positions #3 and #4 may be placed outside of the cab if necessary. An SCBA seat, on the other hand, contains an opening which can accommodate someone wearing an SCBA. The chart below represents the user's stated preference for the vehicle seating configuration.

Position	Standard	SCBA-Seat	N/A
Driver	X		
Turret		X	
# 3		X	
# 4			X

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JUSTIFICATION
Additional ARFF Staffing
ADO/FAA Approval: ➡ _____

3.4.8 Windshield wipers and washer. The vehicle will be equipped with electrically powered windshield wipers. The wiper arms and blades will be of sufficient length to clear the windshield area described by SAE J198, Windshield Wiper Systems - Trucks. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position, out of the line of vision. The vehicle will be equipped with a powered windshield washer system, including an electric fluid pump, a minimum one gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

3.4.9 Warning signs. Signs that state "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position in accordance with NFPA 414."

3.4.10 Lateral accelerometer and/or stability control system. The vehicle will be equipped with a lateral accelerometer and/or an electronic stability control system in accordance with NFPA 414.

3.4.11 Monitoring and Data Acquisition System (MADAS). The vehicle will be equipped with a MADAS as prescribed by NFPA 414.

3.5 Body, compartments, and equipment mounting.

3.5.1 Body. The vehicle will have a corrosion-resistant body.

3.5.2 Compartments. The vehicle body will have lighted compartments in accordance with NFPA 414 with a minimum of 10 cubic feet of enclosed storage space.

3.5.2.1 Compartment doors. Storage compartments will have clear anodized aluminum, counterbalanced, non-locking, roll-up or single hinged doors as determined by the manufacturer. Door latch handles on roll-up doors will be full-width bar type. Door straps will be provided to assist in closing the compartment doors when the rolled up or hinged door height exceeds six feet above the ground.

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3.5.2.2 Scuffplates. Replaceable scuffplates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The scuffplates will be securely attached to the compartment threshold but will be easily replaceable in the event of damage.

3.5.2.3 Drip rails. Drip rails will be provided over each compartment door.

3.5.2.4 Shelves. An adjustable and removable compartment shelf will be provided for every 18 inches of each vertical storage compartment door opening. Shelving adjustments will require no more than common hand tools, and will not require disassembly of fasteners. Shelves will support a minimum of 200 pounds without permanent deformation. Each shelf will be accessible to crew members standing on the ground or using a pull out and tip-down configuration. Each shelf will have drain holes located so as to allow for drainage of any water from the stowed equipment.

3.5.2.5 Drainage mats. Each compartment floor and shelf will be covered with a removable black mat designed to allow for drainage of any water from the stowed equipment.

3.5.3 SCBA storage tubes. A single compartment or tubes for storage of four SCBA bottles will be provided. If tubes are provided, two will be installed on each side of the vehicle. The tubes will be of sufficient size to accommodate the procuring agencies SCBA cylinders.

3.5.4 Ladder, handrails, and walkways. Ladder, stepping, standing, and walking surfaces will be in accordance with NFPA 414. Handrails will be provided in accordance with NFPA 414. The lowermost step(s) or ladder rungs will be no more than 22 inches (56 cm) above level ground when the vehicle is fully loaded. The lowermost steps may extend below the angle of approach or departure or ground clearance limits if they are designed to swing clear. The tread of the bottom steps must be at least 8 inches (20 cm) in width and succeeding steps at least 16 inches (40 cm) in width. The full width of all steps must have at least 6 inches (15 cm) of unobstructed toe room or depth when measured from, and perpendicular to, the front edge of the weight-bearing surface of the step.

3.5.5 Ancillary equipment. Ancillary equipment listed in NFPA 414 A.4.2.1 (1)-(17) is not covered by this Procurement Specification in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. Ancillary equipment is funded separately by other sources.

NOTE: Equipment funding will be obtained as a separate contract under the provisions of AC 150/5210-14, Aircraft Rescue and Fire Fighting Equipment, Tools, and Clothing.

3.6 Agent system

3.6.1 Agent (fire) pump. The vehicle will be equipped with a centrifugal pump capable of providing the performance specified herein as prescribed by NFPA 414.

3.6.1.1 Agent system piping. All piping, couplings, and valves and associated components that come into contact with the agent will be in accordance with NFPA 414.

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3.6.1.2 Tank to pump connection. A check valve and shutoff valve will be provided in each tank to pump line.

3.6.1.3 Piping, couplings, and valves. All agent system piping will conform to NFPA 414 criteria.

3.6.1.4 Overheat protection. The agent system will be equipped with an overheat protection system in accordance with NFPA 414. Overheat protection is not required on vehicles utilizing a pre-mixed pressurized foam system.

3.6.1.5 Pressure relief valves. The agent system will be equipped with pressure relief valves in accordance with NFPA 414.

3.6.1.6 Drains. The agent system will be equipped with a drainage system in accordance with NFPA 414.

3.6.2 Water tank. The vehicle will have a water tank with a manufacturer certified minimum capacity of at least 1500 gallons.

3.6.2.1 Water tank construction. The water tank will be constructed of passivated stainless steel, polypropylene, or Glass Reinforced Polyester (GRP) construction. All materials used will be capable of storing water, foam concentrate, and water/AFFF solutions.

3.6.2.2 Water tank overhead fill cover and drain. The water tank will be equipped with a 20 inch fill tower. The tower will be designed to allow for video inspection of the water tank interior. The water tank will incorporate a drainage system in accordance with NFPA 414.

3.6.2.3 Water tank overflow system and venting. The water tank will incorporate a venting system to relieve pressure on the tank during fill and discharge operations at maximum flow rates. It will have an overflow system to relieve excess fluid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in the track of any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.2.4 Water tank top fill opening. A top fill opening of not less than 8 inches internal diameter with a readily removable ¼-inch mesh strainer will be provided. The fill opening may be incorporated as part of the manhole cover, and will be sized to accommodate a 2½-inch fill hose.

3.6.2.5 Water tank fill connections. The water tank will incorporate National Hose thread connections and will be in accordance with NFPA 414. If the vehicle is fitted with the "structural fire fighting capability option," the additional requirements listed in paragraph 3.6.8 must be incorporated.

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3.6.3 Foam system. (NOTE: The requirements of section 3.6.3 do not apply to pre-mixed pressurized foam systems.)

3.6.3.1 Foam concentrate tank. The foam concentrate tank(s) will have a manufacturer certified working capacity sufficient for two tanks of water at the maximum tolerance specified in NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment for 3 to 6 percent foam concentrate (i.e., 7.0-percent).

3.6.3.1.1 Foam tank construction. The foam tank will be constructed of passivated stainless steel, polypropylene, or GRP construction. All materials used will be capable of storing foam concentrate.

3.6.3.1.2 Foam tank drain. The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the vehicle and controlled by a crew member standing on the ground. The drain line will have a minimum 1½-inch I.D. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

3.6.3.1.3 Foam tank top fill trough. The foam tank will incorporate a top fill trough mounted in the top of the tank readily accessible to at least two crew members on top of the vehicle. The top fill trough will incorporate a cover, latch, and sealed so as to prevent spillage under any operating condition. The top fill trough will be designed to allow two standard 5-gallon foam concentrate containers to be emptied simultaneously. The top fill trough neck will extend sufficiently close to the bottom of the tank to reduce foaming to a minimum during the fill operation. The top fill trough will incorporate readily removable, rigidly constructed 10 mesh stainless steel, brass or polyethylene strainers. All components in and around the top fill trough will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on both sides of the vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed ¼-inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2.1 Foam tank vent and overflow system. The foam tank will incorporate a vent system to relieve pressure on the tank during fill and discharge operations at maximum flow rates and an overflow system to relieve excess liquid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in front of or behind any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.3.3 Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 25-gpm directly through the pump and loading

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connections (see 3.6.3.2). All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A suitable length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

3.6.3.4 Foam flushing system. The foam concentrate system will be designed in accordance with NFPA 414 so that the system can be readily flushed with clear water.

3.6.3.5 Foam concentrate piping. All metallic surfaces of the piping and associated components that come into contact with the foam concentrate will be of brass, bronze, or passivated stainless steel. The foam concentrate piping will be in accordance with NFPA 414.

3.6.4 Foam proportioning system. The vehicle will have a foam proportioning system for Aqueous Film-Forming Foam (AFFF) (whether 3- or 6-percent foam concentrate) in accordance with NFPA 414. If a fixed orifice plate system is used, a plate will be provided for each percentage foam concentrate; the additional plate will be securely mounted in a protected location on the vehicle. A fire vehicle mechanic will be able to interchange the plates using common hand tools.

3.6.5 Primary vehicle turret. The vehicle will be equipped with a standard roof-mounted turret, high reach extendable turret, and/or high flow bumper mounted turret to serve as the primary source of agent delivery, as specified below:

3.6.5.1 Roof turret. The roof turret will be mounted near the front of the roof of the vehicle. It will have a non-air-aspirating, constant flow, variable stream nozzle with dual flow rates for foam or water rated as specified in NFPA 414. The discharge pattern will be infinitely variable from straight stream to fully dispersed. The roof turret will be power operated; power controls will be positioned for use by the driver and the crew member seated to the right of the driver. The type of nozzle or turret drain will be per the manufacturer's recommendation.

3.6.6 Bumper turret. The vehicle will be equipped with a joystick controlled, constant flow, non-air-aspirating, variable stream type:

fixed mount high volume dual rate (minimum 375/750 GPM) bumper turret.

The bumper turret will be capable of discharging at a minimum flow rates of foam or water as specified by the user, with a pattern infinitely variable from straight stream to fully dispersed. The bumper turret will be capable of automatic oscillation, with the range of oscillation adjustable up to 90° each side of center (left and right) with vertical travel capabilities of +45°/-20° meeting section 4.20.2 in NFPA 414.

3.6.7 Preconnected handline(s). One 200 foot, 1¾-inch pre-connected woven jacket handline(s), with a 1½-inch control valve and a pistol grip nozzle, will be located on (or accessible from) left side of the vehicle. A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. The handline(s) and nozzle(s) will be in accordance with NFPA 414, and will allow for a minimum of 95 gpm at 100 psi nozzle pressure. A control for charging the handline will be provided for operation by both the driver and the turret operator.

3.6.7.1 Not applicable.

3.6.8 Not applicable.

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3.6.9 Not applicable.

3.7 Not applicable.

3.7.1 Not applicable.

3.7.2 Not applicable.

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3.8 Not applicable.

3.9 Electrical systems and warning devices. The vehicle will have a 12-volt or 24-volt electrical and starting system in accordance with NFPA 414.

3.9.1 Alternator. An appropriate charging system, in accordance with NFPA 414, will be provided. The minimum continuous electrical load will include operation of the air conditioning system.

3.9.2 Batteries. Batteries will be of the maintenance-free type; addition of water will not be required during normal service life. The battery cover and vent system will be designed to prevent electrolyte loss during service and to keep the top of the battery free from electrolyte.

3.9.2.1 Battery compartment. The batteries will be enclosed in a weatherproof enclosure, cover, or compartment and be readily accessible.

3.9.3 Battery charger or conditioner. The vehicle will have a DC taper type battery charger or an automatic battery conditioner, or voltage monitoring system, providing a minimum 12 amp output. The charger/conditioner will be permanently mounted on the vehicle in a properly ventilated, accessible location. The charger/conditioner will be powered from the electrical shoreline receptacle (see 3.10.1). A charging indicator will be installed next to the receptacle. When a battery conditioner is provided, the conditioner will monitor the battery state of charge and, as necessary, automatically charge or maintain the batteries without gassing, depleting fluid level, overheating, or overcharging. A slave receptacle will be provided at the rear or on either side of the vehicle cab. Battery jump studs may be installed on the exterior of the battery box in lieu of a slave receptacle.

3.9.4 Electromagnetic interference. The vehicle electrical system will be in accordance with SAE J551-2 for electromagnetic interference.

3.9.5 Work lighting.

3.9.5.1 Cab interior lights. Cab interior light levels will be sufficient for reading maps or manuals. At least one red and one white cab interior dome light will be provided.

3.9.5.2 Compartment lights. White lighting sufficient to provide an average minimum illumination of 1.0 footcandle will be provided in each compartment greater than 4.0 cubic feet and having an opening greater than 144 square inches. Where a shelf is provided, this illumination will be provided both above and below the shelf. All compartments will be provided with weatherproof lights that are switched to automatically illuminate when compartment doors are opened and the vehicle master switch is in the 'on' position. Light switches will be of the magnetic (non-mechanical) type.

3.9.5.3 Ladder, step, walkway, and area lights. Non-glare white or amber lighting will be provided at ladders and access steps where personnel work or climb during night operations. In addition, ground lighting will be provided. Ground lights will be activated when the parking brake is set in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. These area lights will be controlled with three-way switches on the cab instrument panel and near the light sources. The switch located in the cab will be a

master switch and must be turned on before auxiliary switches near the light sources are operational.

3.9.5.4 Spot/Floodlights. Two spot/floodlights will be attached at the end of the primary turret or at the end of the HRET assembly. The lights will illuminate the area covered by the turret. Both lights will be controlled from switches in the cab. Halogen lights will be used.

3.9.5.5 Flood Lights. Two telescoping floodlights will be provided. One light will be mounted on the left and right sides of the vehicle. 1000W Halogen lights will be used. Both lights will be mounted on extension tubes and controlled from switches in the cab and manually raised. To prevent these lights from accidental damage, the cab will be equipped with a visual warning signal to alert the driver if the lights are inadvertently left in the "up" position.

3.9.5.6 Scene Lights. A total of six high mounted floodlights will be provided to illuminate the work areas around the vehicle. Two lights will be mounted on the front and two will be mounted on each side of the vehicle. The lights will be powered by the vehicle alternator driven system or auxiliary generator, and the lights in the front will be controlled from switches in the cab. Halogen lights will be used.

3.9.6 Audible warning devices.

3.9.6.1 Siren. The vehicle will be equipped with an electronic siren system. The amplifier unit will include volume control and selection of "Radio," "PA," "Manual," "Yelp," "Wail," and "Hi-Lo" (European) modes, and a magnetic noise canceling microphone. The amplifier, microphone, and controls will be within reach of the driver and the turret operator. Siren activating foot switches will be located in front of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the vehicle as practical.

3.9.6.2 Horn. Dual forward facing air horns will be installed in protected locations near the front of the vehicle. Air horn activating foot switches will be located in front of the driver and the turret operator.

3.9.7 Emergency warning lights. All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable, LED lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when desired. All lighting systems will meet NFPA 414 emergency lighting criteria.

3.9.7.1 Emergency warning light color. All emergency warning lights will meet the requirements of AC 150/5210-5.

3.9.7.2 Headlight flashing system. A high beam, alternating/flashing, headlight system will be provided. The headlight flasher will be separately switched from the warning light panel. All emergency warning lights will meet the requirements of AC 150/5210-5.

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3.9.8 Radio circuit. The vehicle will have three separate 30 amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for installation of radios and other communications equipment after the vehicle has been delivered. To facilitate the installation of the communications equipment the manufacturer will provide three antennas pre-installed on top of the cab. *Radios are an airport responsibility and not part of this specification.*

3.9.9 Power receptacles.

3.9.9.1 Primary power receptacles. The vehicle will have two duplex 15-amp 110-volt power receptacles, one installed adjacent to the cab door on each side of the vehicle. Each duplex receptacle will include one straight blade and one twist-lock connection. These outlets will be powered by the generator.

3.9.9.2 Auxiliary power receptacles. The vehicle will have 2-12-volt auxiliary power receptacles mounted adjacent to the driver and crew member positions, preferably in the instrument panel.

3.9.9.3 Cable reel. The vehicle will be equipped with an electrical cable reel, located within a compartment. The reel will be equipped with 200 feet of 20 amp, 600 volt, 90°C insulated electrical cable. The electrical cable will be equipped with a rubber ball stop to prevent cable pull through during rewinding operations. A four-way roller guide will be provided on the cable reel to prevent chafing of cable insulation. The cable reel will have an electric rewind motor with provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the cable reel. A portable weatherproof duplex outlet box, with built-in circuit breakers and twist-lock receptacles, will be provided for on the cable end. The cable reel will be powered by the auxiliary generator.

3.9.10 Auxiliary generator. A minimum 10 kilowatt (kW) (continuous rating), 120/240-volt, 60 hertz, diesel, hydraulic, or split shaft Power Takeoff (PTO)-driven generator will be provided.

3.10 Line voltage electrical system.

3.10.1 Electrical shoreline connection. The battery charger/conditioner will be powered from a covered, polarized, insulated, labeled, recessed (flush mounted), male, 110 volt AC auto-eject receptacle. The connection will be located on the exterior of the vehicle at the rear or on either side of the cab. A weatherproof charge meter will be installed next to the receptacle. A 15 amp rated, 110-120 volt, AC straight blade (non twist-lock) connector will be provided.

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3.11 Air systems.

3.11.1 Air hose reel. An air hose reel will be provided in an enclosed compartment on the vehicle. The hose reel will be equipped with 200 feet of 3/8-inch I.D. hoseline. A 3/8 inch National Pipe Taper (NPT) fitting and female style quick disconnect will be connected to the end of the hoseline. A four-way roller guide will be provided for the hose reel to prevent hose chafing and kinking. The hoseline will be equipped with a rubber ball stop to prevent hose pull through on roller guides during rewinding operations. The hose reel will have an electric rewind motor and provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the hose reel. A pressure protected air supply from the chassis air system will be connected to the hose reel. The air supply lines will be routed with minimum bends and located or guarded from damage from the carried equipment.

3.12 Quality of Workmanship. The vehicle, including all parts and accessories, will be fabricated in a thoroughly workmanlike manner. Particular attention will be given to freedom from blemishes, burrs, defects, and sharp edges; accuracy of dimensions, radii of fillets, and marking of parts and assemblies; thoroughness of welding, brazing, soldering, riveting, and painting; alignment of parts; tightness of fasteners; et cetera. The vehicle will be thoroughly cleaned of all foreign matter.

4. REGULATORY REQUIREMENTS.

4.1 Recoverable Materials. The contractor is encouraged to use recovered materials to the maximum extent practicable, in accordance with Title 48: Federal Acquisition Regulations System, Part 2823—Environment, Conservation, Occupational Safety, and Drug-free Workplace, Subpart 2823.4 Use of Recovered Material, 403 Policy and 404 Procedures.

4.2 Green Procurement Program. Green Procurement Program (GPP) is a mandatory federal acquisition program that focuses on the purchase and use of environmentally preferable products and services. GPP requirements apply to all acquisitions using appropriated funds, including services and new requirements. FAR 23.404(b) applies and states the GPP requires 100% of EPA designated product purchase that are included in the Comprehensive Procurement Guidelines list that contains recovered materials, unless the item cannot be acquired:

- a. competitively within a reasonable timeframe;
- b. meet appropriate performance standards, or
- c. at a reasonable price.

The prime contractor is responsible for ensuring that all subcontractors comply with this requirement. Information on the GPP can be found at:

http://www.dot.gov/ost/m60/DOT_policy_letters/apl8_04.pdf or FAR 23.404(b):
http://www.acquisition.gov/far/current/html/Subpart%2023_4.html.

5. PRODUCT CONFORMANCE PROVISIONS.

5.1 Classification of inspections. The inspection requirements specified herein are classified as follows:

- a. Performance inspection (see 5.2).
- b. Conformance inspection (see 5.3).

5.2 Performance inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, schedule, and facilities.

5.3 Conformance inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, and facilities.

5.4 Product conformance. The products provided will meet the performance characteristics of this PS, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The purchaser reserves the right to require proof of such conformance.

5.5 Technical proposal. The offeror/contractor will provide an itemized technical proposal that describes how the proposed model complies with each characteristic of this PS; a paragraph by paragraph response to the characteristics section of this PS will be provided. The offeror/contractor will provide two copies of their commercial descriptive catalogs with their offer as supporting reference to the itemized technical proposal. The offeror/contractor will identify all modifications made to their commercial model in order to comply with the requirements herein. The vehicle furnished will comply with the "commercial item" definition of FAR 2.101 as of the date of award. The purchaser reserves the right to require the offeror/contractor to prove that their product complies with the referenced commerciality requirements and each conformance/performance characteristics of this PS.

5.6 Inspection requirements.

5.6.1 General inspection requirements. Apparatus used in conjunction with the inspections specified herein will be laboratory precision type, calibrated at proper intervals to ensure laboratory accuracy.

5.6.2 Test rejection criteria. Throughout all tests specified herein, the vehicle will be closely observed for the following conditions, which will be cause for rejection:

- a. Failure to conform to design or performance requirements specified herein or in the contractor's technical proposal.
- b. Any spillage or leakage of any liquid, including fuel, coolant, lubricant, or hydraulic fluid, under any condition, except as allowed herein.
- c. Structural failure of any component, including permanent deformation, or evidence of impending failure.
- d. Evidence of excessive wear.
- e. Interference between the vehicle components or between the vehicle, the ground, and all required obstacles, with the exception of normal contact by the tires.

- f. Misalignment of components.
- g. Evidence of undesirable roadability characteristics, including instability in handling during cornering, braking, and while traversing all required terrain.
- h. Conditions that present a safety hazard to personnel during operation, servicing, or maintenance.
- i. Overheating of the engine, transmission, or any other vehicle component.
- j. Evidence of corrosion.
- k. Failure of the fire fighting system and sub-systems.

5.6.3 Detailed inspection requirements.

5.6.3.1 **Examination of product.** All component manufacturers' certifications, as well as the prototype and production/operational vehicle testing outlined in Table 1, will be examined to verify compliance with the requirements herein. Attention will be given to materials, workmanship, dimensions, surface finishes, protective coatings and sealants and their application, welding, fastening, and markings. Proper operation of vehicle functions will be verified as defined by NFPA 414, Acceptance Criteria chapter. A copy of the vehicle manufacturer's certifications will be provided with each vehicle in accordance with NFPA 414. The airport may accept a manufacturer or third party certification for any/all prototype and production/operational vehicle testing performed prior to delivery which proves that the vehicle meets the performance parameters of NFPA 414.

Table 1. Vehicle Test Data

<i>NFPA 414 paragraph</i>	<i>Test</i>
Production Vehicle Operational Tests (NFPA 414 - Section 6.4)	
(6.4.1)	Vehicle Testing, Side Slope
(6.4.2)	Weight / Weight Distribution
(6.4.3)	Acceleration. <i>NOTE: With the modification that the instrumentation must be a GPS-based electronic data collection system.</i>
(6.4.4)	Top Speed
(6.4.5)	Brake Operational Test
(6.4.6)	Air System / Air Compressor Test
(6.4.7)	Agent Discharge Pumping Test
(6.4.8)	Dual Pumping System Test (As Applicable)
(6.4.9)	Pump and Maneuver Test
(6.4.10)	Hydrostatic Pressure Test
(6.4.11)	Foam Concentration Test
(6.4.12)	Primary Turret Flow Rate Test
(6.4.13)	Piercing/Penetration Nozzle Testing (As Applicable)
Prototype Vehicle Tests (NFPA 414 – Section 6.3)	
(6.3.1)	Rated Water and Foam Tank Capacity Test
(6.3.2)	Cornering Stability. <i>NOTE: With the modification that the evasive maneuver / double-lane change test must be conducted at 35 mph (56 kph).</i>

<i>NFPA 414 paragraph</i>	<i>Test</i>
(6.3.3)	Vehicle Dimensions
(6.3.4)	Driver Vision Measurement
(6.3.5)	Pump and Roll on a 40 Percent Grade
(6.3.6)	Electrical Charging System
(6.3.7)	Radio Suppression
(6.3.8)	Gradability Test
(6.3.9)	Body and Chassis Flexibility Test
(6.3.10)	Service/Emergency Brake Test
(6.3.11)	Service/Emergency Brake Grade Holding Test
(6.3.12)	Steering Control Test
(6.3.13)	Vehicle Clearance Circle Test
(6.3.14)	Agent Pump(s)/Tank Vent Discharge Test
(6.3.15)	Water Tank Fill and Overflow Test
(6.3.16)	Flushing System Test
(6.3.17)	Primary Turret Flow Rate Test
(6.3.18)	Primary Turret Pattern Test
(6.3.19)	Primary Turret Control Force Measurement
(6.3.20)	Primary Turret Articulation Test
(6.3.21)	Handline Nozzle Flow Rate Test
(6.3.22)	Handline Nozzle Pattern Test
(6.3.23)	Ground Sweep/Bumper Turret Flow Rate Test
(6.3.24)	Ground Sweep/Bumper Turret Pattern Control Test
(6.3.25)	Undertruck Nozzle Test
(6.3.26)	Foam Concentration/Foam Quality Test
(6.3.27)	Warning Siren Test
(6.3.28)	Propellant Gas
(6.3.29)	Pressure Regulation
(6.3.30)	AFFF Premix Piping and Valves
(6.3.31)	Pressurized Agent Purging and Venting
(6.3.32)	Complementary Agent Handline Flow Rate and Range
(6.3.33)	Dry Chemical Turret Flow Rate and Range
(6.3.34)	Cab Interior Noise Test

6. PACKAGING.

6.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract or delivery order.

6.2 The vehicle must be delivered with full operational quantities of lubricants, brake and hydraulic fluids, and cooling system fluid all of which must be suitable for use in the temperature range expected at the airport.

6.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the

vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a halogenated tank (if applicable); one spare nitrogen cylinder for a dry chemical system (if applicable); and one spare argon cylinder for a halogenated system (if applicable). Agents and propellants for required testing or training are not included. For the initial training period, water should be used in place of other extinguishing agents. The manufacturer may pre-ship agents and propellants to a receiving airport to reduce overall procurement costs.

6.4. The vehicle manufacturer must provide initial adjustments to the vehicle for operational readiness and mount any ancillary appliances purchased through the vehicle manufacturer as part of the vehicle.

7. TRAINING.

7.1 Upon delivery of the vehicle to the airport, the manufacturer must, at no additional cost, provide the services of a qualified technician for five consecutive days (or up to 8 days for an high reach extendable turret) for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities must be provided by the manufacturer to allow various shifts to complete the training requirements.

7.2 The technician must provide thorough instruction in the use, operation, maintenance and testing of the vehicle. This setup must include operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all fire fighting and vehicle operating systems. Prior to leaving the vehicle, the technician should review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.

7.3 Training must include written operating instructions, electronic training aids (videos/power point), or other graphics that depict the step-by-step operation of the vehicle. Written instructions must include materials that can be used to train subsequent new operators.

8. REFERENCED DOCUMENTS.

8.1 Source of documents.

8.1.1 The CFR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402.

Title 14, Code of Federal Regulations (CFR), Part 139, Certification of Airports (14 CFR Part 139)

Section 139.315 Aircraft Rescue and Firefighting: Index Determination.

Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.

Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

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Title 49; Code of Federal Regulations (CFR), Part 393: Parts and Accessories Necessary for Safe Operation: Subpart C—Brakes.

Title 49; Code of Federal Regulations (CFR), Part 571, Motor Carrier Vehicle Safety Standards, Part 209, Standard No. 209; Seat Belt Assemblies

8.1.2 SAE documents may be obtained from SAE, Inc., 400 Commonwealth Drive, Warrendale PA 15096.

8.1.3 National Fire Protection Association (NFPA): NFPA documents may be obtained from NFPA, Batterymarch Park, Quincy MA 02269-9101.

NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment (2009 Edition)

NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition)

NFPA 1901, Standard for Automotive Fire Apparatus (2009 Edition)

8.1.4 Federal Aviation Administration (FAA): FAA ACs may be obtained from the FAA website: http://www.faa.gov/regulations_policies/advisory_circulars/

AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles

AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport

FAA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO-W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591. Telephone: (202) 548-5256, FAX: (202) 548-5501 and website: http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/



Print Class 4 Specification

CLASS 4

Section 3. Technical Specifications - CLARIFICATION

VEHICLE CONFORMANCE / PERFORMANCE CHARACTERISTICS

Note: Section descriptions/titles in the lines below correlate to the section lines in AC 150/5220-10E Advisory Circular specifications for a Class 4 Aircraft Rescue Fire Fighting (ARFF) Vehicle

3.1 General Administration Requirements

3.1.1 Manuals. Technical manuals (2 hard copies) will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format on CD's upon delivery

3.1.1.1 Technical Manuals. The overall format for the manuals will be commercial. Each technical manual will have a title page. Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of engine and transmission parts, service and operators' manuals will be packed with each vehicle.

- a. The Manufacturer will provide digitized manuals in CD format in addition to printed paper copies.
- b. The Manufacturer will provide two complete sets

3.1.1.1.1 Operator's Manual. The Vehicle operator's manual will include all information required for the safe and efficient operation of the Vehicle, including fire extinguishing systems, associated systems/equipment, and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following:

- a. The location and function of all controls and instruments will be illustrated and functionally described;
- b. Safety information that is consistent with the safety standards established by the Occupational Safety and Health Administration (OSHA) and NFPA.
- c. All operational and inspection checks and adjustments in preparation for placing the Vehicle into service upon receipt from the manufacturer; and
- d. Tie down procedures for transporting the Vehicle on a low-boy trailer.
- e. Warranty information and the period of the warranty coverage for the Equipment and Vehicle including any associated system/component warranty that exceeds the warranty of the Vehicle. Addresses and telephone numbers will be provided for all warranty providers. The warranty statement shall include the following:
 - 1) Manufacturer's obligations;
 - 2) Duration of warranty period;

- 3) Warranty procedure;
- 4) Disclaimers; and
- 5) Minimum Warranty Vehicle and Equipment Warranty, above.

f. General description and necessary step-by-step instructions for the operation of the Vehicle to include but not limited to, the fire extinguishing system(s) and auxiliary equipment.

g. A description of the post-operational procedures (draining, flushing, re-servicing, etc.).

h. Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.

i. Disabled Vehicle towing procedures.

j. Procedures and equipment required for changing a tire (including jack).

k. Schedules (hours, miles, time periods) for required preventative maintenance and required periodic maintenance.

l. Line art drawing of the Vehicle, including panoramic views (front, rear, left, and right sides) showing basic dimensions and weights (total Vehicle and individual axle weight for the unloaded and fully loaded Vehicle). For the purposes of this AC, "unloaded" is defined as a lack of agent, occupants and compartment load, and "loaded" is defined as including agent, occupants and compartment load.

3.1.1.1.2 Vehicle Service Manual. The Vehicle service manual will identify all special tools and test equipment required to perform servicing, inspection, and testing on the Vehicle. Such manual will cover troubleshooting and maintenance as well as minor and major repair procedures.

The text will contain performance specifications, tolerances, and fluid capacities; current, voltage, and resistance data; test procedures; and illustrations and exploded views as may be required to permit proper maintenance by qualified Vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents. The service manual will contain at least the following, where applicable:

- a. Firefighting system schematic(s);
- b. Hydraulic schematic;
- c. Pneumatic schematic;
- d. Electrical schematic;

- e. Not applicable;
- f. Fuel schematic;
- g. Schedules for required preventative maintenance and required periodic maintenance; and
- h. Lubrication locations, procedures, and intervals for parts of the Vehicle and associated systems/equipment that require lubrication.

3.1.1.1.3 Vehicle Parts Identification Manual. The Vehicle parts manuals will include illustrations or exploded views (as needed) to identify properly all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference numbers in the parts lists. All purchased parts will be cross-referenced with the original equipment manufacturers (OEM) name and part number. Such manual will provide the description and quantity of each item used for the Vehicle.

The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. Such manuals will contain a numerical index and shall contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list.

3.1.2 Vehicle Painting, plating, and corrosion control.

3.1.2.1 Finish. Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. Vehicles will be painted and marked in accordance with AC 150/5210-5D, painting, marking, and lighting of Vehicles used on an airport. The interior finish of all compartments will be based on the manufacturer's standard production practice. This may include painting, texturing, coating or machine swirling as determined by the manufacturer. All bright metal and anodized parts, such as mirrors, horns, light bezels, tread plates, and roll-up compartment doors, will not be painted. All other surfaces capable of being painted must be in the appropriate yellow-green color.

3.1.2.2 Dissimilar metals. Dissimilar metals, as defined in MIL-STD-889, Dissimilar Metals, will not be in contact with each other. Metal plating or metal spraying of dissimilar base metals to provide electromotively compatible abutting surfaces is acceptable. The use of dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur.

3.1.2.3 Protection against deterioration. Materials that deteriorate when exposed to sunlight, weather, or operational conditions normally encountered during service will not be used or will have a means of protection against such deterioration that does not prevent compliance with performance requirements. Protective coatings that chip, crack,

or scale with age or extremes of climatic conditions or when exposed to heat will not be used.

3.1.2.4 Reflective stripes. See specification below.

3.1.2.5 Painting and Marking. Vehicles shall be painted and lettered in accordance with the marking and lighting standards of FAA Advisory Circular No. 150/5210-5D. Color shall be "safety lime yellow" (as a guide, color shall match DuPont 7744U or equal). The wheel wells shall be sprayed with a black fibrous non-asphalt undercoating and shall be provided with interior splash shields to deflect wheel splash from critical interior components.

The Manufacturer will apply the Airport's, Logo and striping in reflective color and black on both sides and rear (left, right, rear) of the Vehicle. The size and color are as follows:

- Burbank Glendale Pasadena Airport Authority Lettering – 3" / Reflective black
- Maltese Cross Department Seal – 24" / Reflective multi-color
- Fire Department Lettering – 6 ½" / Reflective red with black outline (red on black)
- Vehicle Side (2) Striping – 2 ½" / Reflective red with black outline (red on black)
- Vehicle Rear Chevron – 6" / Reflective red

All vehicle markings must be as specified in AC 150/5210-5.

All four (4) sides of the Vehicle and the top of the Vehicle shall be boldly marked with the vehicles identification number. The size and color are as follows:

- Vehicle Right Front Number "317" – 8" / Reflective red with black outline (red on black)
- Vehicle Rear Side Number "317" – 24" / Reflective red with black outline (red on black)
- Vehicle Rear Right Side Vertical Number "317" – 11 ½" / Reflective red with black outline (red on black)
- Vehicle Roof "317" – 8" / Reflective red with black outline (red on black)

Manufacturer will be advised of the final marking upon written notification to Authority of necessity of same. Figure 1, 2 and 3 demonstrate a marking sample on an existing ARFF vehicle. The Authority logo will be provided to the awarded Manufacturer at the Pre-Manufacture Meeting.

NOTE: The lettering shall be coordinated on a common vertical centerline and approximately three (3) inches shall be allowed between lines of letters. Manufacturer shall submit to Authority personnel for approval an elevation of the Vehicle showing the location of the lettering and the exact style and color of lettering to be used.

See Figures 1, 2 and 3



Figure 1



Figure 2



Figure 3

3.1.3 Vehicle Identification Plate. A permanently marked identification plate will be securely mounted at the driver's compartment. The identification plate will contain the following information:

- a. TERMINOLOGY;
- b. MANUFACTURER'S MAKE AND MODEL;
- c. MANUFACTURER'S SERIAL NUMBER;
- d. VEHICLE CURB WEIGHT: kg (pounds);
- e. PAYLOAD, MAXIMUM: kg (pounds);
- f. GROSS VEHICLE WEIGHT (GVW): kg (pounds);
- g. FUEL CAPACITY AND TYPE: gals (gallons);
- h. DATE OF DELIVERY (month and year);
- i. WARRANTY (months and km (miles);
- j. CONTRACT NUMBER; and
- k. PAINT COLOR AND NUMBER.

A second permanently marked information data plate will be securely mounted on the interior of the driver's compartment. The plate will contain the information required by NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), Section 1.3.5 Vehicle Information Data Plate. A single plate that combines or contains the information required for both plates is acceptable.

3.1.4 Environmental conditions.

3.1.4.1 Vehicle operation and storage temperature range can go from 33° to 110°F. Refer to NFPA 414 for Vehicle climate criteria.

3.1.4.2 Temperature range. The Vehicle will be capable of satisfactory storage and operation in temperatures ranging from 33° to 110°F. The Vehicle will be equipped with a cab, chassis, and agent winterization system, permitting operation at 33°F. The winterization system will not detract from the performance of the Vehicle or the firefighting system in ambient temperatures up to 110°F.

3.1.5 Reduction of potential foreign object damage. All loose metal parts, such as pins, will be securely attached to the Vehicle with wire ropes or chains. Removable exterior access panels, if provided, will be attached with captive fasteners.

3.1.6 Vehicle Mobility.

3.1.6.1 Operating terrain. The Vehicle will be capable of operating safely on paved roads, graded gravel roads, cross country terrain, and sandy soil environments. Cross country terrain consists of open fields, broken ground, and uneven terrain. An off-road, high-mobility suspension system resulting in no more than 0.5 G_{rms} acceleration at the driver's seat of the Vehicle when traversing an 8-inch (20 cm) diameter half round at 35 mph (56 kph) must be provided. The suspension design by which the manufacturer meets the suspension performance requirements is at the manufacturer's discretion.

3.1.6.2 Gradeability. The fully loaded Vehicle will be able to ascend any paved slope up to and including 50-percent.

3.1.6.3 Side slope stability. The fully loaded Vehicle will be stable on a 30° side slope when tested in accordance with NFPA 414.

3.1.6.4 Cornering stability. The fully loaded Vehicle will be stable in accordance with NFPA 414 when tested in accordance with NFPA 414.

3.2 Weights and dimensions.

3.2.1 Overall dimensions. The maximum dimensions listed below are desirable to ensure Vehicles can be accommodated in existing fire stations. Likewise, the overall dimensions should be held to a minimum that is consistent with the best operational performance of the Vehicle and the design concepts needed to achieve this performance and to provide maximum maneuverability in accordance with NFPA 414.

3.2.2 Angles of approach and departure. The fully loaded Vehicle will have angles of approach and departure of not less than 30°.

3.2.3 Field of vision. The Vehicle will have a field of vision in accordance with NFPA 414.

3.2.3.1 Mirrors. Combination flat and convex outside rearview mirrors will be installed on each side of the cab. The flat mirrors will be of the motorized remote-control type, providing not less than 60° horizontal rotational viewing range. The flat mirrors will also have electrically heated heads. Mirror remote and heating controls will be located on the instrument panel within reach of the seated driver. To provide the driver a clear view of the area ahead of the Vehicle and to eliminate potential blind spots, a rectangular mirror will be installed on the lower corner of each side of the windshield, having a minimum area of 35 square inches. The Vehicle will have a back-up (rear-view) camera with a display monitor mounted near the driver in the cab. Cameras and monitors that are designed to replace the function of the side-view mirrors are not an approved option in this specification. A switch shall be provided to allow the driver to manually activate the

back-up camera from within the cab. The back-up camera shall also be switched "on" automatically whenever the Vehicle is in the reverse mode of operation.

3.3 Chassis and Vehicle components.

3.3.1 Engine. The Vehicle will have a turbocharged diesel engine that is certified to comply with the Environmental Protection Agency (EPA) and state laws for off-highway emission requirements at the time of manufacture. The engine and transmission must operate efficiently and without detrimental effect to any drive train components when lubricated with standard, commercially available lubricants according to the recommendations of the engine and transmission manufacturers.

3.3.1.1 Acceleration. The fully loaded Vehicle will accelerate from 0 to 50 miles per hour (mph) on a level paved road within 25 seconds.

3.3.1.2 Maximum speed. The fully loaded Vehicle will attain a minimum top speed of 70 mph on a level, paved road.

3.3.1.3 Pump and roll on a 40-percent grade. The fully loaded Vehicle will be capable of pump and roll operations on a paved, dry, 40-percent grade in accordance with NFPA 414.

3.3.2 Engine cooling system. The engine cooling system will be in accordance with NFPA 414. A label will be installed near the engine coolant reservoir reading "Engine Coolant Fill."

3.3.3 Fuel system. The fuel system will be in accordance with NFPA 414.

3.3.3.1 Fuel priming pump. The Vehicle will be equipped with an electric or pneumatic fuel pump in addition to the mechanical fuel pump. The electric/pneumatic pump will be used as a priming pump capable of re-priming the engines fuel system.

3.3.3.2 Fuel tank. The Vehicle will have one or two fuel tanks with a minimum usable capacity in accordance with NFPA 414, as amended by NFPA 414. Each tank will have a fill opening of 3 inches minimum, readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fires. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled "Diesel Fuel Only".

3.3.4 Exhaust system. The exhaust system will be in accordance with NFPA 414. The exhaust system will be constructed of high-grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler(s) will be constructed of aluminized steel or stainless steel. Exhaust system outlet(s) will be directed upward or

to the rear, away from personnel accessing equipment compartments and the engine air intake and will not be directed toward the ground.

3.3.5 Transmission. A fully automatic transmission will be provided. The transmission will be in accordance with NFPA 414.

3.3.6 Driveline. The Vehicle driveline will be in accordance with NFPA 414. If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/un-locking procedures. The operator's manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

3.3.7 Axle capacity. Each axle will have a rated capacity, as established by the axle manufacturer, in accordance with NFPA 414.

3.3.8 Suspension. The suspension system will be in accordance with NFPA 414 and AC 150/5220-10E, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

3.3.9 Tires and wheels. Tires and wheels will be in accordance with NFPA 414. The Vehicle will be equipped with single tires and wheels at all wheel positions. The Vehicle will be equipped with tubeless steel belted radial tires with non-directional on/off-road type tread mounted on disc wheel assemblies. Tire and wheel assemblies will be identical at all positions. Tires and wheels will be certified by the manufacturer for not less than 25 miles of continuous operation at 60 mph at the normal operational inflation pressure. A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the Vehicle. Tires will be new. Retreads, recaps, or re-grooved tires will not be permitted.

3.3.10 Towing connections. The Vehicle will be equipped with towing connections in accordance with NFPA 414. The Vehicle will be designed for flat towing; the capability to lift and tow the Vehicle is not required. The tow connections may intrude into the 30-degree approach angle.

3.3.11 Brake system. The Vehicle will be equipped with a multi-channel all-wheel antilock brake system with at least one channel for each axle. The brakes will be automatic, self-adjusting and fully air actuated. Brakes will be in accordance with CFR 49 CFR 393.40 through 393.42(b), 393.43, and 393.43 through 393.52. The braking system, complete with all necessary components will include:

- a. Air compressor having a capacity of not less than 16 standard cubic feet per minute (SCFM).
- b. Air storage reservoir(s), each tank equipped with drain (bleed) valves, and with safety and check valves between the compressor and the reservoir tank.

- c. Automatic moisture ejector on each air storage reservoir. Manual air tank drains are acceptable if they are labeled, are centrally located in one compartment and are accessible by an individual standing at the side of the Vehicle.
- d. Automatic slack adjusters on cam brakes or internal self-adjusting brakes on wedge brakes on all axles.
- e. Spring set parking brakes.

All components of the braking system will be installed in such a manner as to provide adequate road clearance when traveling over uneven or rough terrain, including objects liable to strike and cause damage to the brake system components. No part of the braking system will extend below the bottom of wheel rims, to ensure, in case of a flat tire, that the weight of the Vehicle will be supported by the rim and the flat tire and not be imposed on any component of the braking system. Slack adjusters and air chambers will be located above the bottom edge of the axle carrier.

3.3.11.1 Air dryer. A replaceable cartridge desiccant air dryer will be installed in the air brake system. The dryer will have the capability of removing not less than 95 percent (95%) of the moisture in the air being dried. The dryer will have a filter to screen out oil and solid contaminants. The dryer will have an automatic self-cleaning cycle and a thermostatically controlled heater to prevent icing of the purge valve.

3.3.11.2 Compressed air shoreline or Vehicle-mounted auxiliary air compressor. A flush mounted, check valve, auto-eject compressed air shoreline connection will be provided to maintain brake system pressure while the Vehicle is not running. The Vehicle is to be equipped with a 110 volt shoreline connected Vehicle-mounted auxiliary air compressor with auto eject connection. The connection shall be flush mounted on the exterior rear of the vehicle.

3.3.12 Steering. The Vehicle will be equipped with power steering. Rear-wheel steering technology is not an approved Vehicle option.

3.3.12.1 Steering effort. The steering system performance will be in accordance with NFPA 414.

3.3.12.2 Turning diameter. The fully loaded Vehicle will have a wall to wall turning diameter of less than three (3) times the overall length of the Vehicle in both directions in accordance with NFPA 414.

3.3.13 Not applicable.

3.4 Cab. The Vehicle will have a fully enclosed two door cab of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction. Steps and handrails will be provided for all crew doors, and at least one grab handle will be provided for each crew member, located inside the cab for use while

the Vehicle is in motion. The lowermost step(s) will be no more than 22 inches above level ground when the Vehicle is fully loaded. A tilt and telescoping steering column will be provided.

3.4.1 Windshield and windows. The windshield and windows will be of tinted safety glass. Each door window will be capable of being opened far enough to facilitate emergency occupant escape in the event of a Vehicle accident. The Vehicle windows will have an electric control system.

3.4.2 Cab interior sound level. The maximum cab interior sound level will be in accordance with NFPA 414.

3.4.3 Instruments and controls. All instruments and controls will be illuminated and designed to prevent or produce windshield glare. Gauges will be provided for oil pressure, coolant temperature, and automatic transmission temperature. In addition to the instruments and controls required by NFPA 414, the following will be provided within convenient reach of the seated driver:

- a. Master warning light control switch,
- b. Work light switch(es), and
- c. Compartment "Door Open" warning light and intermittent alarm that sounds when a compartment door is open, and the parking brakes are released, or the transmission is in any position other than neutral.

3.4.4 Windshield deluge system. The Vehicle will be equipped with a powered windshield deluge system. The deluge system will be supplied from the agent water tank and will have an independent pumping system. The deluge system activation switch will be located within reach of the seated driver and turret operator.

3.4.5 Drivers Enhanced Vision System (DEVS): Each Vehicle shall be equipped with night vision systems (Forward Looking Infrared) and sub-system of a Driver's Enhanced Vision System (DEVS) in accordance with the provisions in NFPA 414 and the latest FAA Advisory Circular 150/5210-19A. The system shall provide vision enhancement in low visibility conditions to include operation during total darkness, fog, severe weather, and firefighting operations during which thick smoke is emitted. It shall also provide the ability to detect hot spots and residual heat in all light conditions, to aid in the directing of firefighting efforts. The FLIR cameras shall be capable of up-down tilt and left-right pan movement. The Vehicles shall be equipped with back-up FLIR camera. In addition, the FLIR monitor described in NFPA 414 will have a minimum dimension of 10 in (25 cm) (measured diagonally) and be located in a position where it is visible to both the seated driver and turret operator.

Note: The Navigation and Tracking portion of the DEVS system is not required.

3.4.5.1 Camera. No camera required.

3.4.6 Climate control system. The Manufacturer shall provide appropriate heater/defroster and air conditioning system for Vehicles. The climate control system will induct at least 60 cubic feet per minute of fresh air into the cab. Cab mounted components will be protected from inadvertent damage by personnel. The air conditioning system shall be driven from the Vehicle engine, 50,000 Btu minimum. The system shall be integral with the Vehicle's heater/defroster unit, utilizing the same set of controls and vents. The system shall be charged with 134A refrigerant.

3.4.7 Seats. The driver seat will be adjustable fore and aft and for height. The turret operator's seat, located to the right front of the driver's seat, will be a fixed (non-suspension) type. Each seat will be provided with a Type 3 seat belt assembly (i.e., 3-point retractable restraint) in accordance with CFR 49 CFR 571.209. Seat belts must be of sufficient length to accommodate crew members in full Personal Protective Equipment (PPE).

3.4.7.1. A standard seat contains a hard/fixed back, and a remote-mounted bracket designed to store a Self-Contained Breathing Apparatus (SCBA). An SCBA seat, on the other hand, contains an opening which can accommodate someone storing/wearing an SCBA. Both seats (2) to the right and left of the driver shall store an SCBA.

3.4.8 Windshield wipers and washer. The Vehicle will be equipped with electrically powered windshield wipers. The wiper arms and blades will be of sufficient length to clear the windshield area described by SAE J198, Windshield Wiper Systems - Trucks. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position, out of the line of vision. The Vehicle will be equipped with a powered windshield washer system, including an electric fluid pump, a minimum one-gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

3.4.9 Warning signs. Signs that state "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position in accordance with NFPA 414."

3.4.10 Lateral accelerometer and/or stability control system. The Vehicle will be equipped with a lateral accelerometer and/or an electronic stability control system in accordance with NFPA 414.

3.4.11 Monitoring and Data Acquisition System (MADAS). MADAS is not to be installed.

3.5 Body, compartments, and equipment mounting. Note: All compartments shall have drain holes.

3.5.1 Body. The Vehicle will have a corrosion-resistant body.

3.5.2 Compartments. The Vehicle body will have lighted compartments in accordance with NFPA 414 with a minimum of 10 cubic feet of enclosed storage space.

3.5.2.1 Compartment doors. Storage compartments will have clear anodized aluminum, counterbalanced, non-locking, roll-up or single hinged doors as determined by the manufacturer. Door latch handles on roll-up doors will be full-width bar type. Door straps will be provided to assist in closing the compartment doors when the rolled up or hinged door height exceeds six (6) feet above the ground.

3.5.2.2 Scuffplates. Replaceable scuffplates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The scuffplates will be securely attached to the compartment threshold but will be easily replaceable in the event of damage.

3.5.2.3 Drip rails. Drip rails will be provided over each compartment door.

3.5.2.4 Shelves. An adjustable and removable compartment shelf will be provided for every 18 inches of each vertical storage compartment door opening. Shelving adjustments will require no more than common hand tools and will not require disassembly of fasteners. Shelves will support a minimum of 200 pounds without permanent deformation. Each shelf will be accessible to crew members standing on the ground or using a pull out and tip-down configuration. Each shelf will have drain holes located so as to allow for drainage of any water from the stowed equipment.

3.5.2.5 Drainage mats. Each compartment floor and shelf will be covered with a removable black mat designed to allow for drainage of any water from the stowed equipment.

3.5.3 Self-contained Breathing Apparatus (SCBA) storage tubes. A single compartment or tubes for storage of four (4) SCBA bottles will be provided. If tubes are provided, two will be installed on each side of the Vehicle. The tubes will be of sufficient size to accommodate the procuring agencies SCBA cylinders.

3.5.4 Ladder, handrails, and walkways. Ladder, stepping, standing, and walking surfaces will be in accordance with NFPA 414. Handrails will be provided in accordance with NFPA 414. The lowermost step(s) or ladder rungs will be no more than 22 inches (56 cm) above level ground when the Vehicle is fully loaded. The lowermost steps may extend below the angle of approach or departure or ground clearance limits if they are designed to swing clear. The tread of the bottom steps must be at least 8 inches (20 cm) in width and succeeding steps at least 16 inches (40 cm) in width. The full width of all steps must have at least 6 inches (15 cm) of unobstructed toe room or depth when measured from, and perpendicular to, the front edge of the weight-bearing surface of the step.

3.5.5 Auxiliary Equipment. (See "Section 4 – Appendix A – Additional Equipment")

3.6 Agent system.

3.6.1 Agent (fire) pump. The Vehicle will be equipped with a centrifugal pump capable of providing the performance specified herein as prescribed by NFPA 414.

3.6.1.1 Agent system piping. All piping, couplings, and valves and associated components that come into contact with the agent will be in accordance with NFPA 414.

3.6.1.2 Tank to pump connection. A check valve and shutoff valve will be provided in each tank to pump line.

3.6.1.3 Piping, couplings, and valves. All agent system piping will conform to NFPA 414 criteria.

3.6.1.4 Overheat protection. The agent system will be equipped with an overheat protection system in accordance with NFPA 414. Overheat protection is not required on Vehicles utilizing a pre-mixed pressurized foam system.

3.6.1.5 Pressure relief valves. The agent system will be equipped with pressure relief valves in accordance with NFPA 414.

3.6.1.6 Drains. The agent system will be equipped with a drainage system in accordance with NFPA 414.

3.6.2 Water tank. The Vehicle will have a water tank with a manufacturer certified minimum capacity of at least 1500 gallons.

3.6.2.1 Water tank construction. The water tank will be constructed of polypropylene. All materials used will be capable of storing water, foam concentrate, and water/AFFF solutions.

3.6.2.2 Water tank overhead fill cover and drain. The water tank will be equipped with a 20 inch fill tower. The tower will be designed to allow for video inspection of the water tank interior. The water tank will incorporate a drainage system in accordance with NFPA 414.

3.6.2.3 Water tank overflow system and venting. The water tank will incorporate a venting system to relieve pressure on the tank during fill and discharge operations at maximum flow rates. It will have an overflow system to relieve excess fluid in the event of tank overfill. Drainage from the vent and overflow system will not flow over body panels or other Vehicle components and will not be in the track of any of the tires. Tank vent hoses will be of the non- collapsible type.

3.6.2.4 Water tank top fill opening. A top fill opening of not less than 8 inches internal diameter with a readily removable ¼-inch mesh strainer will be provided. The fill opening

may be incorporated as part of the manhole cover and will be sized to accommodate a 2½-inch fill hose.

3.6.2.5 Water tank fill connections. The water tank will incorporate National Hose thread connections and will be in accordance with NFPA 414. If the Vehicle is fitted with the "structural firefighting capability option," the additional requirements listed in paragraph 3.6.8 must be incorporated. Note: Water tank fill connections shall be on both right and left sides.

3.6.3 Foam system. (NOTE: The requirements of section 3.6.3 do not apply to pre-mixed pressurized foam systems.)

3.6.3.1 Foam concentrate tank. The foam concentrate tank(s) will have a manufacturer certified working capacity sufficient for two tanks of water at the maximum tolerance specified in NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment for 3 to 6 percent foam concentrate (i.e., 7.0-percent)

3.6.3.1.1 Foam tank construction. The foam tank will be constructed of polypropylene. All tank materials used will be capable of storing foam concentrate.

3.6.3.1.2 Foam tank drain. The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the Vehicle and controlled by a crew member standing on the ground. The drain line will have a minimum 1½-inch I.D. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

3.6.3.1.3 Foam tank top fill trough. The foam tank will incorporate a top fill trough mounted in the top of the tank readily accessible to at least two crew members on top of the Vehicle. The top fill trough will incorporate a cover, latch, and sealed so as to prevent spillage under any operating condition. The top fill trough will be designed to allow two standard 5- gallon foam concentrate containers to be emptied simultaneously. The top fill trough neck will extend sufficiently close to the bottom of the tank to reduce foaming to a minimum during the fill operation. The top fill trough will incorporate readily removable, rigidly constructed 10 mesh stainless steel, brass or polyethylene strainers. All components in and around the top fill trough will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on both sides of the Vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed ¼-inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on both sides of the Vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed ¼-inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2.1 Foam tank vent and overflow system. The foam tank will incorporate a vent system to relieve pressure on the tank during fill and discharge operations at maximum flow rates and an overflow system to relieve excess liquid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other Vehicle components and will not be in front of or behind any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.3.3 Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the Vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 25-gpm directly through the pump and loading connections (see. 3.6.3.2). All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A suitable length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

3.6.3.4 Foam flushing system. The foam concentrate system will be designed in accordance with NFPA 414 so that the system can be readily flushed with clear water.

3.6.3.5 Foam concentrates piping. All metallic surfaces of the piping and associated components that come into contact with the foam concentrate will be of brass, bronze, or passivated stainless steel. The foam concentrate piping will be in accordance with NFPA 414.

3.6.4 Foam proportioning system. The Vehicles will have a foam proportioning system with 3 percent foam concentrate for Aqueous Film-Forming Foam (AFFF) in accordance with NFPA 414. If a fixed orifice plate system is used, a plate will be provided for each percentage foam concentrate (3% and 6%); the additional plate will be securely mounted in a protected location on the Vehicle. A Vehicle mechanic will be able to interchange the plates using common hand tools.

Note: Vehicles shall be equipped with foam proportioning system with 3 percent foam concentrate when are delivered. The Vehicles shall have minimum 200 gallon of AFFF capacity, and 500 gallons of 3% mil-spec AFFF foam in 5-gallon pails shall be provided for the Vehicle.

3.6.5 Vehicle Turret. This Vehicle shall be equipped with a standard roof-mounted turret, high reach extendable turret, and high flow bumper mounted turret to serve as the primary source of agent delivery, as specified below

3.6.5.1. Roof Turret. The roof turret will be mounted near the front of the roof of the vehicle. It will have a non-aspirating, constant flow, variable stream nozzle with dual flow rates for foam or water rated as specified in NFPA 414. The discharge pattern will be infinitely variable from straight stream to fully dispersed. The roof turret will be power operated; power controls will be positioned for use by the driver and the crew member seated to the right of the driver. The type of nozzle or turret drain will be per the manufacturer's recommendation.

3.6.5.2 to 3.6.5.2.2. Not applicable

3.6.6 Bumper turret – Primary Turret. The Vehicle will be equipped with a joystick controlled, constant flow, non-air aspirating, variable stream type: low angle high volume dual rate (minimum 375/750 GPM) bumper turret (see 3.6.9).

The bumper turret will be capable of discharging at a minimum flow rate of foam or water as specified by the user, with a pattern infinitely variable from straight stream to fully dispersed. The bumper turret will be capable of automatic oscillation, with the range of oscillation adjustable up to 90° each side of center (left and right) with vertical travel capabilities of +45°/- 20° meeting section 4.20.2 in NFPA 414. The device shall be capable of being lowered from the stored position, near bumper height, so that the centerline of the nozzle will be approximately 24" above the ground. The design shall allow the boom and nozzle to be stored in a position providing minimum protrusion from the front of the vehicle, while maintaining a 30-degree angle of approach.

3.6.7 Preconnected handline(s). One-200 foot, 1¾-inch pre-connected woven jacket handline(s), with a 1½-inch control valve and a pistol grip nozzle, will be located on (or accessible from) Left side of the Vehicle. A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. The handline(s) and nozzle(s) will be in accordance with NFPA 414 and will allow for a minimum of 95 gpm at 100 psi nozzle pressure. A control for charging each handline will be provided for operation by both the driver and the turret operator.

3.6.7.1 Hose Reel. In addition, for dry chemical / foam-water hose, the Vehicle shall be equipped with a side mounted swing-out hose reel equipped with 100 ft. of one inch dual agent twinned type booster hose. This handline shall be provided on the right side, lower front of the Vehicle, mounted in the forward side compartment, to provide deployment of the hose to the front of the Vehicle. The hose reel shall be equipped with a 12 VDC electric rewind motor with manual rewind provisions and a tension device to prevent the unreeling of the hose. Handline agent and purge controls will be mounted in or adjacent to the compartment. The manual rewind handle will be bracket mounted and stored in the compartment. All electrical components will be sealed against entry of water. A quick acting control will be provided to activate the handline from the cab of the Vehicle. The

nozzle shall be capable of discharging 60 gpm foam/water and 5 lbs. per second of dry chemical in accordance with the performance requirements of the A/C (such as Williams Hydro-Chem or equal). Controls at the handline shall allow charging of the nitrogen into the dry chemical tanks and charging of the dry chemical into the handline.

3.6.8. Structural firefighting capability. The Vehicle will be equipped with an agent system structural control panel, on the left side of the Vehicle, operable while standing on the ground. Structural panel activation will be interlocked to operate only with the Vehicle parking brakes set and the transmission in neutral position. Controls and instruments will be grouped by function. The control panel will be hinged or accessible from the rear for maintenance. Instruments will be lighted for night operation.

3.6.8.1 The structural panel will include, as a minimum, the following:

- a. Panel activation switch, including the panel lights.
- b. Engine tachometer.
- c. Engine oil pressure gauge with low pressure warning light.
- d. Engine coolant temperature gauge with high temperature warning light.
- e. A liquid filled gauge, or digital indicator for pump suction, -30 inches Hg vacuum to 600 psi.
- f. A liquid filled gauge, or digital indicator for pump pressure, 0 to 600 psi.
- g. An adjustable pump pressure using either an electronic pressure governor or manual control with a relief valve will be provided.
- h. Foam or water selection.
- i. Water and foam tank liquid level indicators shall be mounted adjacent to the water and foam tank fills.

3.6.8.2 The structural firefighting capability will also require installation of the following items:

- a. A priming pump and control (for drafting using the large intake connection).
- b. Water tank isolation valve.
- c. Discharge connections. Two 2½-inch discharge connections with male National Hose threads will be provided. One 2½-inch discharge will be provided on each side of the Vehicle. Each connection will be equipped with a cap, a quarter-turn

control valve, a bleeder valve, and a pressure gauge. Each connection will be rated at 250-gpm minimum.

- d. Intake connections. The Vehicle will be equipped with one valved 4½-inch intake connection on the left side. The Vehicle will be equipped with one valved 2½-inch intake connection on the left side adjacent to the 4½-inch intake connection with both having either a 30° or 45° turn-down fitting. The 4½-inch intake connection will have male National Hose threads, a quarter-turn control valve, a bleeder valve, a strainer, and a cap. The 2½-inch intake connection will have rocker lug female National Hose threads, a quarter-turn control valve, a bleeder valve, a strainer, and a plug. The Vehicle will be capable of filling its water tank by pumping from a draft, a hydrant, or a nurse truck through either of the intake connections without the use of a hose from a discharge connection to a tank fill connection.

3.6.9 Primary turret discharge nozzle. The Vehicle will be equipped with a combination dry chemical/ AFFF nozzle (Williams Hydro-Chem type or equal) of the entrainment type on the primary turret mounted on the front bumper.

3.7 Dry chemical agent system. The Vehicle will be equipped with a 450 lb. minimum capacity potassium bicarbonate dry chemical auxiliary agent system. The propellant gas cylinder will be replaceable within fifteen minutes by two crew members standing on the ground and be equipped with a cylinder replacement hoisting system. The propellant gas cylinder will be secured to withstand off-road operations. A pressure indicator will be visible to any person opening the tank fill cap. Blow-down piping will be directed beneath the Vehicle. The dry chemical agent tank will include lifting rings and will have a nameplate indicating, as a minimum, the following:

- a. Extinguishing agent.
- b. Capacity.
- c. Weight full.
- d. Weight empty.
- e. Operating pressure.
- f. Hydrostatic test date.
- g. Type of agent required for re-servicing.

3.7.1 Not applicable.

3.7.2 Dry chemical hose reel (Ref. 3.6.7.1)

3.8 Not applicable.

3.9 Electrical systems and warning devices. The Vehicle will have a 12-volt or 24-volt electrical and starting system in accordance with NFPA 414.

3.9.1 Alternator. An appropriate charging system, in accordance with NFPA 414, will be provided. The minimum continuous electrical load will include operation of the air conditioning system.

3.9.2 Batteries. Batteries will be of the maintenance-free type; addition of water will not be required during normal service life. The battery cover and vent system will be designed to prevent electrolyte loss during service and to keep the top of the battery free from electrolyte.

3.9.2.1 Battery compartment. The batteries will be enclosed in a weatherproof enclosure, cover, or compartment and be readily accessible.

3.9.3 Battery charger or conditioner. The Vehicle will have a DC taper type battery charger or an automatic battery conditioner, or voltage monitoring system, providing a minimum 12-amp output. The charger/conditioner will be permanently mounted on the Vehicle in a properly ventilated, accessible location. The charger/conditioner will be powered from the electrical shoreline receptacle (auto-eject type (see 3.10.1)). A charging indicator will be installed next to the receptacle. When a battery conditioner is provided, the conditioner will monitor the battery state of charge and, as necessary, automatically charge or maintain the batteries without gassing, depleting fluid level, overheating, or overcharging. A slave receptacle will be provided at the rear or on either side of the Vehicle cab. Battery jump studs may be installed on the exterior of the battery box in lieu of a slave receptacle.

3.9.4 Electromagnetic interference. The Vehicle electrical system will be in accordance with SAE J551-2 for electromagnetic interference.

3.9.5 Work lighting.

3.9.5.1 Cab interior lights. Cab interior light levels will be sufficient for reading maps or manuals. At least one red and one white cab interior dome light will be provided.

3.9.5.2 Compartment lights. White lighting sufficient to provide an average minimum illumination of 1.0 foot candle will be provided in each compartment greater than 4.0 cubic feet and having an opening greater than 144 square inches. Where a shelf is provided, this illumination will be provided both above and below the shelf. All compartments will be provided with weatherproof lights that are switched to automatically illuminate when compartment doors are opened, and the Vehicle master switch is in the 'on' position. Light switches will be of the magnetic (nonmechanical) type.

3.9.5.3 Ladder, step, walkway, and area lights. Non-glare white or amber lighting will be provided at ladders and access steps where personnel work or climb during night operations. In addition, ground lighting will be provided. Ground lights will be activated

when the parking brake is set in accordance with AC 150/5220-10E, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. These area lights will be controlled with three-way switches on the cab instrument panel and near the light sources. The switch located in the cab will be a master switch and must be turned on before auxiliary switches near the light sources are operational.

3.9.5.4 Spot/Floodlights. Two spot/floodlights will be attached at the end of the primary turret or at the end of the roof turret assembly. The lights will illuminate the area covered by the turret. Both lights will be controlled from switches in the cab. Halogen lights will be used.

3.9.5.5 Flood Lights. Two telescoping floodlights will be provided. One light will be mounted on the left and right sides of the Vehicle. 1000W Halogen lights will be used. Both lights will be mounted on extension tubes and controlled from switches in the cab and manually raised. To prevent these lights from accidental damage, the cab will be equipped with a visual warning signal to alert the driver if the lights are inadvertently left in the "up" position.

3.9.5.6 Scene Lights. A total of six high mounted floodlights will be provided to illuminate the work areas around the Vehicle. Two lights will be mounted on the front and two will be mounted on each side of the Vehicle. The lights will be powered by the Vehicle alternator driven system or auxiliary generator, and the lights in the front will be controlled from switches in the cab. Halogen lights will be used.

3.9.5.7 Additional Halogen Lights.

3.9.6 Audible warning devices.

3.9.6.1 Siren. The Vehicle will be equipped with an electronic siren system. The amplifier unit will include volume control and selection of "Radio," "PA," "Manual," "Yelp," "Wail," and "Hi-Lo" (European) modes, and a magnetic noise canceling microphone. The amplifier, microphone, and controls will be within reach of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the Vehicle as practical.

3.9.6.2 Horn. Dual forward-facing air horns will be installed in protected locations near the front of the Vehicle. Foot pedal air horn controls will be within reach of the driver and the turret operator.

3.9.7 Emergency warning lights. All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable, LED lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the Vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when desired. All lighting systems will meet NFPA 414 emergency lighting criteria.

3.9.7.1 Emergency warning light color. All emergency warning lights will meet the requirements of AC 150/5210-5D.

3.9.7.2 Headlight flashing system. A high beam, alternating/flashing, headlight system will be provided. The headlight flasher will be separately switched from the warning light panel.

3.9.8 Radio circuit. The Vehicle will have three separate thirty (30) amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for installation of radios and other communications equipment after the Vehicle has been delivered. To facilitate the installation of the communications equipment the manufacturer will provide three (3) antennas preinstalled on top of the cab.

3.9.8.1 Radio Equipment. Radio communication equipment specified below, shall comply with requirements of FAA Advisory Circular 150/5210-5D and NFPA Standard 414 (2012 Edition). The equipment specified must be fully compatible with the existing radios and equipment being used by the Burbank/Glendale/Pasadena Airport Authority. Radio programming is the Airport Authority's responsibility.

All radio systems shall be interfaced in the Vehicle in order to provide a completely seamless communication system. The radio systems should be equipped with an external speaker and microphone, mounting bracket, antenna and all required ancillary hardware **and include protective wire sheathing to ensure protection from electromagnetic interference.**

Note: radios shall be provided uninstalled and unmounted. Although the installation is the Airport Authority's responsibility, the Manufacturer shall coordinate with the Authority's in advance to assure seamless layout and installation.

Dedicated 12-volt, 30 amp rated radio leads shall be provided to the dash instrument panel and marked and tagged with permanent tags, plus the following:

- a. Qty, 1 - An Aviation Airband Mobile radio (such as ICOM IC A-210 or equal).
- b. Qty, 1 - A Motorola ASTRO XTL 5000 Digital Mobile Radio with W& Control Head – Model UHF R2 450-520 mhz 10-45 watt, shall be supplied by the Airport Authority. The main components of the radio shall be of used condition and will be the Manufacturer's responsibility to provide any electrical wiring, cables, looms, connectors, speakers, mounting brackets, antennas, etc.
- c. Qty, 1 - A headset/intercom system (Setcom 1300 multi-radio interface or equal), with 3 headsets for crewmembers interfaced with the aviation band and fire department radios with one ear wired for each of the above radios and a boom microphone attached to the headset. All the headsets, shall have transmit, receive and intercom capability. One additional headset connection shall be provided at the structural panel allowing a crewmember to take a headset from the cab and

plug in at the structural panel to have transmit, receive and intercom capability with the cab crew members.

- d. both radios stated above shall be interfaced with the two radios listed and be able to broadcast through the PA system to provide radio volume to exterior of the vehicle. A switch shall be provided to transition from in cab to exterior speakers.

3.9.9 Power receptacles.

3.9.9.1 Primary power receptacles. The Vehicle will have two duplex 15-amp 110-volt power receptacles, one installed adjacent to the cab door on each side of the Vehicle. Each duplex receptacle will include one straight blade and one twist-lock connection. These outlets will be powered by the generator.

3.9.9.2 Auxiliary power receptacles. The Vehicle will have 2-12-volt auxiliary power receptacles mounted adjacent to the driver and crew member positions, preferably in the instrument panel.

3.9.9.3 Cable reel. The Vehicle will be equipped with an electrical cable reel, located within a compartment. The reel will be equipped with 200 feet of 20 amp, 600 volt, 90°C insulated electrical cable. The electrical cable will be equipped with a rubber ball stop to prevent cable pull through during rewinding operations. A four-way roller guide will be provided on the cable reel to prevent chafing of cable insulation. The cable reel will have an electric rewind motor with provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the cable reel. A portable weatherproof duplex outlet box, with built-in circuit breakers and twist lock receptacles, will be provided for on the cable end. The cable reel will be powered by the auxiliary generator.

3.9.10 Auxiliary generator. A minimum 10 kilowatt (kW) (continuous rating), 120/240-volt, 60 hertz, hydraulic, or split shaft Power Takeoff (PTO)-driven generator will be provided.

3.10 Line voltage electrical system.

3.10.1 Electrical shoreline connection. The battery charger/conditioner will be powered from a covered, polarized, insulated, labeled, recessed (flush mounted), male, 110 volt AC auto-eject receptacle. The connection will be located on the exterior of the Vehicle at the rear or on either side of the cab. A weatherproof charge meter will be installed next to the receptacle. A 15-amp rated, 110-120-volt, AC straight blade (non-twist-lock) connector will be provided.

3.11 Air systems.

3.11.1 Air hose reel. An air hose reel will be provided in an enclosed compartment on the Vehicle. The hose reel will be equipped with 200 feet of 3/8-inch I.D. hose line. A 3/8-inch National Pipe Taper (NPT) fitting and female style quick disconnect will be connected to the end of the hose line. A four-way roller guide will be provided for the hose reel to

prevent hose chafing and kinking. The hose line will be equipped with a rubber ball stop to prevent hose pull through on roller guides during rewinding operations. The hose reel will have an electric rewind motor and provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the hose reel. A pressure protected air supply from the chassis air system will be connected to the hose reel. The air supply lines will be routed with minimum bends and located or guarded from damage from the carried equipment.

3.12 Quality of Workmanship. The Vehicle, including all parts and accessories, will be fabricated in a thoroughly workmanlike manner. Particular attention will be given to freedom from blemishes, burrs, defects, and sharp edges; accuracy of dimensions, radii of fillets, and marking of parts and assemblies; thoroughness of welding, brazing, soldering, riveting, and painting; alignment of parts; tightness of fasteners; et cetera. The Vehicle will be thoroughly cleaned of all foreign matter.

4 REGULATORY REQUIREMENTS.

4.1 Recoverable Materials. The Manufacturer is encouraged to use recovered materials to the maximum extent practicable, in accordance with Title 48: Federal Acquisition Regulations System, Part 2823—Environment, Conservation, Occupational Safety, and Drug-free Workplace, Subpart 2823.4 Use of Recovered Material, 403 Policy and 404 Procedures.

4.2 Green Procurement Program. Green Procurement Program (GPP) is a mandatory federal acquisition program that focuses on the purchase and use of environmentally preferable products and services. GPP requirements apply to all acquisitions using appropriated funds, including services and new requirements. FAR 23.404(b) applies and states the GPP requires 100% of EPA designated product purchase that are included in the Comprehensive Procurement Guidelines list that contains recovered materials, unless the item cannot be acquired:

- a. competitively within a reasonable timeframe;
- b. meet appropriate performance standards, or
- c. at a reasonable price.

The Manufacturer is responsible for ensuring that all subcontractors comply with this requirement. Information on the GPP can be found at:

http://www.dot.gov/ost/m60/DOT_policy_letters/apl8_04.pdf or FAR 23.404(b):
<http://www.acquisition.gov/far/current/html/Subpart%2023.4.html>.

5 PRODUCT CONFORMANCE PROVISIONS.

5.1 Classification of inspections. The inspection requirements specified herein are classified as follows:

- a. Performance inspection (see Ref. 5.2).

b. Conformance inspection (see Ref.5.3)

5.2 Performance inspection. The Vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The Manufacturer will provide or arrange for all test equipment, personnel, schedule, and facilities.

5.3 Conformance inspection. The Vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The Manufacturer will provide or arrange for all test equipment, personnel, and facilities.

5.4 Product conformance. The products provided will meet the performance characteristics of this technical spec, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The Authority reserves the right to require proof of such conformance.

5.5 Technical proposal. The Manufacturer will provide an itemized technical proposal that describes how the proposed model complies with each characteristic of this technical spec; a paragraph by paragraph response to the characteristics section of this technical spec will be provided. The Manufacturer will provide two (2) copies of their commercial descriptive catalogs with their offer as supporting reference to the itemized technical proposal. The Manufacturer will identify all modifications made to their commercial model in order to comply with the requirements herein. The Vehicles furnished will comply with the "commercial item" definition of FAR 2.101 as of the date of award. The Authority reserves the right to require the Manufacturer to prove that their product complies with the referenced commerciality requirements and each conformance/performance characteristics of this specification.

5.6 Inspection requirements.

5.6.1 General inspection requirements. Apparatus used in conjunction with the inspections specified herein will be laboratory precision type, calibrated at proper intervals to ensure laboratory accuracy.

5.6.2 Test rejection criteria. Throughout all tests specified herein, the Vehicle will be closely observed for the following conditions, which will be cause for rejection:

- a. Failure to conform to design or performance requirements specified herein or in the Manufacturer's technical proposal.
- b. Any spillage or leakage of any liquid, including fuel, coolant, lubricant, or hydraulic fluid, under any condition, except as allowed herein.
- c. Structural failure of any component, including permanent deformation, or evidence of impending failure.

- d. Evidence of excessive wear.
- e. Interference between the Vehicle components or between the Vehicle, the ground, and all required obstacles, with the exception of normal contact by the tires.
- f. Misalignment of components
- g. Evidence of undesirable road ability characteristics, including instability in handling during cornering, braking, and while traversing all required terrain.
- h. Conditions that present a safety hazard to personnel during operation, servicing, or maintenance.
- i. Overheating of the engine, transmission, or any other Vehicle component.
- j. Evidence of corrosion.
- k. Failure of the firefighting system and sub-systems.

5.6.3 Detailed inspection requirements.

5.6.3.1 Examination of product. All component manufacturers' certifications, as well as the prototype and production/operational Vehicle testing outlined in Table 1, will be examined to verify compliance with the requirements herein. Attention will be given to materials, workmanship, dimensions, surface finishes, protective coatings and sealants and their application, welding, fastening, and markings. Proper operation of Vehicle functions will be verified as defined by NFPA 414, Acceptance Criteria chapter. A copy of the Vehicle manufacturer's certifications will be provided with each Vehicle in accordance with NFPA 414. The Airport may accept a manufacturer or third party certification for any/all prototype and production/operational Vehicle testing performed prior to delivery which proves that the Vehicle meets the performance parameters of NFPA 414.

Table 1. Vehicle Test Data

<i>NFPA 414 paragraph</i>	<i>Test</i>
Production Vehicle Operational Tests (NFPA 414 - Section 6.4)	
(6.4.1)	Vehicle Testing, Side Slope
(6.4.2)	Weight / Weight Distribution
(6.4.3)	Acceleration. <i>NOTE: With the modification that the instrumentation must be a GPS-based electronic data collection system.</i>
(6.4.4)	Top Speed
(6.4.5)	Brake Operational Test
(6.4.6)	Air System / Air Compressor Test
(6.4.7)	Agent Discharge Pumping Test

(6.4.8)	Dual Pumping System Test (As Applicable)
(6.4.9)	Pump and Maneuver Test
(6.4.10)	Hydrostatic Pressure Test
(6.4.11)	Foam Concentration Test
(6.4.12)	Primary Turret Flow Rate Test
(6.4.13)	Piercing/Penetration Nozzle Testing (As Applicable)
Prototype Vehicle Tests (NFPA 414 – Section 6.3)	
(6.3.1)	Rated Water and Foam Tank Capacity Test
(6.3.2)	Cornering Stability. <i>NOTE: With the modification that the evasive maneuver / double-lane change test must be conducted at 35 mph (56 kph).</i>

<i>NFPA 414 paragraph</i>	<i>Test</i>
(6.3.3)	Vehicle Dimensions
(6.3.4)	Driver Vision Measurement
(6.3.5)	Pump and Roll on a 40 Percent Grade
(6.3.6)	Electrical Charging System
(6.3.7)	Radio Suppression
(6.3.8)	Gradability Test
(6.3.9)	Body and Chassis Flexibility Test
(6.3.10)	Service/Emergency Brake Test
(6.3.11)	Service/Emergency Brake Grade Holding Test
(6.3.12)	Steering Control Test
(6.3.13)	Vehicle Clearance Circle Test
(6.3.14)	Agent Pump(s)/Tank Vent Discharge Test
(6.3.15)	Water Tank Fill and Overflow Test
(6.3.16)	Flushing System Test
(6.3.17)	Primary Turret Flow Rate Test
(6.3.18)	Primary Turret Pattern Test
(6.3.19)	Primary Turret Control Force Measurement
(6.3.20)	Primary Turret Articulation Test
(6.3.21)	Handline Nozzle Flow Rate Test

(6.3.22)	Handline Nozzle Pattern Test
(6.3.23)	Ground Sweep/Bumper Turret Flow Rate Test
(6.3.24)	Ground Sweep/Bumper Turret Pattern Control Test
(6.3.25)	Undertruck Nozzle Test
(6.3.26)	Foam Concentration/Foam Quality Test
(6.3.27)	Warning Siren Test
(6.3.28)	Propellant Gas
(6.3.29)	Pressure Regulation
(6.3.30)	AFFF Premix Piping and Valves
(6.3.31)	Pressurized Agent Purging and Venting
(6.3.32)	Complementary Agent Handline Flow Rate and Range
(6.3.33)	Dry Chemical Turret Flow Rate and Range
(6.3.34)	Cab Interior Noise Test

6. PACKAGING.

6.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract or delivery order.

6.2 The vehicle must be delivered with full operational quantities of lubricants, brake and hydraulic fluids, and cooling system fluid all of which must be suitable for use in the temperature range expected at the airport.

6.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a halogenated tank (if applicable); one spare nitrogen cylinder for a dry chemical system (if applicable); and one spare argon cylinder for a halogenated system (if applicable). Agents and propellants for required testing or training are not included. For the initial training period, water should be used in place of other extinguishing agents. The manufacturer may pre-ship agents and propellants to a receiving airport to reduce overall procurement costs.

6.4 The vehicle manufacturer must provide initial adjustments to the vehicle for operational readiness and mount any ancillary appliances purchased through the vehicle manufacturer as part of the vehicle.

7 TRAINING.

7.1 Upon delivery of the vehicle to the airport, the manufacturer must, at no additional cost, provide the services of a qualified technician for five consecutive days (or up to 8 days for an high reach extendable turret) for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities must be provided by the manufacturer to allow various shifts to complete the training requirements.

7.2 The technician must provide thorough instruction in the use, operation, maintenance and testing of the vehicle. This setup must include operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all firefighting and vehicle operating systems. Prior to leaving the vehicle, the technician should review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.

7.3 Training must include written operating instructions, electronic training aids (videos/power point), or other graphics that depict the step-by-step operation of the vehicle. Written instructions must include materials that can be used to train subsequent new operators.

8. REFERENCED DOCUMENTS.

8.1 Source of documents.

8.1.1 The CFR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402.

Title 14, Code of Federal Regulations (CFR), Part 139, Certification of Airports (14 CFR Part 139)

Section 139.315 Aircraft Rescue and Firefighting: Index Determination.

Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.

Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

Title 49; Code of Federal Regulations (CFR), Part 393: Parts and Accessories Necessary for Safe Operation: Subpart C—Brakes.

Title 49; Code of Federal Regulations (CFR), Part 571, Motor Carrier Vehicle Safety Standards, Part 209, Standard No. 209; Seat Belt Assemblies

8.1.2 SAE documents may be obtained from SAE, Inc., 400 Commonwealth Drive, Warrendale PA 15096.

8.1.3 National Fire Protection Association (NFPA): NFPA documents may be obtained from NFPA, Batterymarch Park, Quincy MA 02269-9101.

NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment (2009 Edition)

NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition)

NFPA 1901, Standard for Automotive Fire Apparatus (2009 Edition)

8.1.4 Federal Aviation Administration (FAA): FAA ACs may be obtained from the FAA website: http://www.faa.gov/regulations_policies/advisory_circulars/

AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles

AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport

FAA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO-W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591. Telephone: (202) 548-5256, FAX: (202) 548-5501 and website:

http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/

Section 4. APPENDIX A – ADDITIONAL EQUIPMENT

Equipment Description (Bid Schedule B)	Unit of Measure	Quantity
1) Rechargeable flashlights – Streamlight SL45 or equal	Each	2
2) 2-1/2" Spanner & Hydrant Wrench with Bracket	Each	2
3) 6' Pike Pole	Each	1
4) 20 lb. Purple K / Class BC Fire Extinguisher	Each	1
5) 24 lb. Halotron 1 Fire Extinguisher	Each	1
6) 2.5 Gallon Pressurized AFFF Foam Fire Extinguisher	Each	1
7) 1-3/4" Double Jacket Synthetic Fire Hose	Feet	200
8) Duo Safety Aluminum Ladder	Each	1
9) A & S or equal 24' Ladder Gantry System	System	1
10) ICOM IC-A210 or equal Air to Ground Aviation Band Radio	Each	1
11) Setcom 1300 Headset, w. Headsets for 3 Crew Members/Exterior Pump Panel Speaker-Interfaced into Vehicle Radios	System	1
12) Engine Brake System-Jake Brake or equal	System	1
13) 12 Volt Plug-in Courtesy Outlets	Each	3
14) Windshield Sun Visors	Each	2
15) Two (2) Speed Defroster Fans	Each	2
16) Water and Foam LED Bar Graph Type or equal Tank Level Indicator Lights	Each	2
17) Two (2) Additional 2.50" Tank Fill Connection with Bleeder Valve	Each	2
18) Two (2) Additional 2.50" Discharge Valve with Bleeder Valve	Each	2
19) Discharge Pressure Gauge on Each Discharge Valve- Located on the Pump Panel Side	Each	4
20) Two (2) Work Lights on Rear of Vehicle (Switch Activated. Lights Will Automatically Activate When Vehicle Transmission is in Reverse Gear	Each	2
21) Under Truck Fire Control Nozzles	System	1
22) Ward "No Smoke 2" Diesel Vehicle Exhaust Protection System	System	1
23) Joystick Controlled Multi Position High/Low Attack Bumper Turret Boom with 375/750 Hydro Chem Nozzle	System	1
24) Motorola ASTRO XTL Digital Mobile Radio w/W7 Control Head-Radio components to be supplied by customer-Cost for installation, wiring, speakers, cables, antennas, etc.	System	1

Equipment Description (Bid Schedule C)	Unit of Measure	Quantity
1) PVC Ribbed Compartment Liners	Each	TBD
2) Upper Compartment Shelves with Pull/Tilt (when applicable). Lower Shelves with Pull/Slide Out Mechanisms or Equal	Each	TBD
3) LED Compartment Lighting in All Compartments-Door Activated	Each	TBD

EXHIBIT G

GENERAL FEDERAL PROVISIONS
(ATTACHED)

EXHIBIT G

GENERAL FEDERAL PROVISIONS

As used in this Exhibit, the term "Contractor" means "Manufacturer".

1. ACCESS TO RECORDS AND REPORTS.

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. AFFIRMATIVE ACTION REQUIREMENT.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Please refer to and complete the Equal Employment Opportunity statement found in **Attachment I on page I-3**.

3. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Authority will provide Contractor written notice that describes the nature of the breach and corrective actions Contractor must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Contractor until such time Contractor corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which Contractor must correct the breach. The Authority may proceed with termination of the contract if Contractor fails to correct the breach by the deadline indicated in the Authority's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4. BUY AMERICAN PREFERENCE.

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder must complete and submit the Buy America certification included herein within Attachment I, pages I-8 through I-9. The Authority will reject as nonresponsive any bid that does not include a completed Certificate of Buy American Compliance.

5. CIVIL RIGHTS - GENERAL.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

6. CIVIL RIGHTS – TITLE VI ASSURANCES.

Title VI Solicitation Notice:

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

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:

A. 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.

B. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.

C. 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.

D. 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 Authority 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 Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- ii. Cancelling, terminating, or suspending a contract, in whole or in part.

F. 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 Authority 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 Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

B. 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);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (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);

H. Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;

K. 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. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL.

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

A. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

D. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

9. COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Authority, a weekly statement on the wages paid to each employee performing on covered work during the prior week. The Authority must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON

A. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

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

B. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records.

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

(ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll

information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

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

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

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

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

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

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

D. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate)

to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

E. Compliance with Copeland Act Requirements.

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

F. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

G. Contract Termination: Debarment.

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

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

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

I. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility.

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

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

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

11. DISADVANTAGED BUSINESS ENTERPRISE.

Contract Assurance:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible.

Contractor agrees to include the Contract Assurance in all subcontracts entered into with a subcontractor.

Prompt Payment (§ 26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime

contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

Attainments (§ 26.37) - Contractor shall submit a running tally of actual DBE attainments (e.g. payments actually made to DBE firms) including a means of comparing these attainments to commitments in a monthly basis in the format specified by the Authority.

Utilization (§ 26.53) – The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Authority's written consent as provided in 49 CFR Part 26. Unless the Authority's consent is provided as provided therein, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Termination or Replacement of DBEs on a Contract:

The Contractor shall notify the Business Properties and Administration department in writing immediately of a DBE's inability or unwillingness to perform its subcontract work and Contractor's intention to terminate the DBE, and shall provide reasonable documentation in evidence of the DBE's deficient performance. The Authority will evaluate the Contractor's allegations of the DBE's deficient performance and determine, in its sole discretion, whether the Contractor's proposed termination of the DBE is based on good cause and warranted. For purposes of this section, good cause includes the following circumstances:

- A. The listed DBE subcontractor fails or refuses to execute a written contract;
- B. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- C. The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- D. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- E. The listed DBE subcontractor is ineligible to work on public projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- F. A determination by the Contractor, agreed to by the Authority, that the DBE subcontractor is not a responsible contractor;
- G. The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal;
- H. The listed DBE is ineligible to receive DBE credit for the type of work required;
- I. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; or
- J. Other documented good cause that the Authority determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise the Authority and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the Contractor's action.

The Contractor shall make good faith efforts to replace a DBE that is terminated, or has otherwise failed to complete its work under a subcontract, with another certified DBE to the extent needed to continue to satisfy the DBE Contract goal. All good faith efforts made by the Contractor shall be documented by the Contractor and, if requested by the Authority, the Contractor shall submit the documentation to the Authority within seven days. The Authority shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

In the circumstances described above, the Contractor shall obtain the Authority's prior written approval of the substitute DBE and provide copies of new or amended subcontracts. In instances where the Contractor is unable to locate a substitute, it shall provide documentation of good faith efforts to obtain a substitute DBE within a reasonable time period as determined by the Authority. If the Contractor fails or refuses to comply in the time specified, the Authority may employ one or all of the Sanctions set forth herein until the Contractor undertakes remedial actions satisfactory to the Authority.

Failure by the Contractor to carry out the requirements of this section is a material breach of the Contract and may result in the termination of the Contract or such other remedies or sanctions as the Authority deems appropriate.

Subcontracts (§26.29) – The Contractor shall make available upon request a copy of all subcontracts.

12. TEXTING WHEN DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Authority encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

13. ENERGY CONSERVATION REQUIREMENTS.

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

14. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS.

EQUAL OPPORTUNITY CLAUSE

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

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure

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

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

16. PROHIBITION OF SEGREGATED FACILITIES

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

B. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on

the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

17. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

A. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,

B. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conservation/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

A. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

B. Fails to meet reasonable contract performance requirements; or

C. Is only available at an unreasonable price.

19. RIGHTS TO INVENTIONS.

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

20. TERMINATION OF CONTRACT.

TERMINATION FOR CONVENIENCE

The Authority may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Authority. Upon receipt of a written notice of termination, except as explicitly directed by the Authority, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

A. Contractor must immediately discontinue work as specified in the written notice.

- B. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- C. Discontinue orders for materials and services except as directed by the written notice.
- D. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
- E. Complete performance of the work not terminated by the notice.
- F. Take action as directed by the Authority to protect and preserve property and work related to this contract that the Authority will take possession.

The Authority agrees to pay Contractor for:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- B. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- C. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- D. Reasonable and substantiated expenses to the contractor directly attributable to the Authority's termination action

The Authority will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Authority's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT

The Authority may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Authority approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Authority will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Authority's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within 10 days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Authority, the Authority has authority to acquire equipment by other procurement action. The Contractor will be liable to the Authority for any excess costs the Authority incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Authority shall be at the Contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Authority determines to be necessary to protect the Authority against loss because of Contractor default.

The Authority will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Authority, acts of another Contractor in the performance of a contract with the Authority, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Authority determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Authority issued the termination for the convenience of the Authority.

The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under this contract.

21. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

* * * * * END OF GENERAL FEDERAL PROVISIONS * * * * *

* * * * * END OF CONTRACT * * * * *

**NON-EXCLUSIVE LICENSE AGREEMENT TO CONDUCT COMMERCIAL
AVIATION GROUND HANDLING AND SUPPORT SERVICES**

between the

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

and

THIS NON-EXCLUSIVE LICENSE AGREEMENT TO CONDUCT COMMERCIAL AVIATION GROUND HANDLING AND SUPPORT SERVICES (“License”) is dated as of _____, 202_, and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency (“Licensor”), and _____, a _____ (“Licensee”).

RECITALS

WHEREAS, Licensee is engaged in the business of providing commercial aviation ground handling and support services to one or more air carriers who are variously engaged in the transportation by air of persons, property and cargo, to and from the Bob Hope Airport (commonly known as the Hollywood Burbank Airport) (“Airport”); and

WHEREAS, Licensee desires to use the Airport to conduct its commercial aviation ground handling and support services in the air operations area of the Airport and to avail itself of certain privileges, uses and rights in connection therewith; and

WHEREAS, Licensee has indicated a willingness and has an ability to operate in accordance with the rules, regulations and standards established by Licensor if granted a right to conduct its business on the Airport; and

WHEREAS, it is in the best interest of Licensor and to the operation of the Airport to grant this License to Licensee upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the Recitals set forth above, the mutual promises herein contained and in accordance with and subject to all the terms, conditions and limitations herein, the parties hereto agree as follows:

ARTICLE I: DEFINITIONS

1.01 Definitions

The following words, terms and phrases wherever used in this License shall have the following meanings:

- A. Aircraft Operations Area or “AOA”. Means those portions of the Airport designed and constructed for the landing and takeoff, taxiing, handling, servicing, loading and unloading, and other operations of aircraft, as now exist or hereafter may be developed, extended or improved from time to time.
- B. Airport. Means the Bob Hope Airport (commonly known as the Hollywood Burbank Airport) as it currently exists or as it may exist during the term of this License.
- C. Airport Rules for Airlines/Ground Handlers. Means the rules and regulations at the Airport for all Airlines and Ground Handlers, which can be accessed at <http://hollywoodburbankairport.com/>.

- D. Commercial Airline or Airline. Commercial Airline or Airline means a federally certificated air carrier, air charter, commuter, or air taxi engaged in the conduct of scheduled or nonscheduled commercial air transportation of passengers, air cargo or mail at the Airport.
- E. Executive Director. Means Licensor's Executive Director or his or her designee.
- F. FAA. Means the United States Department of Transportation, Federal Aviation Administration, or its successor(s) in function, if any.
- G. Gross Revenue. Means all income billed, derived or received by Licensee resulting from Operations at the Airport, from whatever source derived, and whether for cash or credit. Gross Revenue includes all revenues received from ground handling and support services, any manufacturers or importer's excise tax included in the prices of the goods sold, even though the manufacturer or importer is also the retailer thereof, and all reimbursements of costs of jet fuel, gasoline, lubrication oils and other aircraft oils. It shall be immaterial whether or not the amount of such excise tax is stated as a separate charge. Bad debt losses shall not be deducted from the determination of Gross Revenue.
- H. License. Means this Non-Exclusive License Agreement To Conduct Commercial Aviation Ground Handling and Support Services.
- I. Operations. Means Licensee's ground handling and support services.
- J. TSA. Means the United States Department of Homeland Security, Transportation Security Administration, or its successor(s) in function, if any.
- K. Term Year. Means a 12-month period beginning on the date of this License, and each year thereafter beginning on the anniversary thereof during the Term, and ending 12 months thereafter.

ARTICLE II: TERM OF LICENSE

2.01 Term

The term of this License shall be for one (1) year, commencing on the date hereof (the "Effective Date") and ending on _____ unless terminated sooner or extended as provided herein. The Executive Director may extend the term of this License by one (1) year at a time by written notice to Licensee.

**ARTICLE III:
USES, RIGHTS AND PRIVILEGES**

3.01 Use of Airport

Subject to the terms, conditions and restrictions of this License, Licensee shall have the right, in common with others so authorized, to use certain common use, public use, and restricted areas of the Airport as designated by the Executive Director, for the sole purpose of conducting its Operations as approved by Licensor and for no other purpose whatsoever.

3.02 Ingress and Egress

Licensee shall have the lawful right of ingress to and egress from the Airport across the public roadways serving the Airport and those designated private roadways on the Airport, for Licensee, its agents, employees and contractors; provided, however, that no person shall be authorized to enter a restricted area of the Airport by virtue of such right of ingress and egress.

3.03 Operations and Other Support Space

Licensee shall, at Licensee's cost, arrange with the applicable Airline(s) at the Airport (to which Licensee provides services) for adequate space, including offices and other facilities, as Licensee may require at the Airport for its Operations. Each such separate sublease shall be subordinate to the terms of this License and to the Airline(s) lease(s) with Licensor and shall be subject to approval by Licensor as described in such lease(s).

3.04 Access Control

Any control over access to/from the premises shall be the responsibility of Licensee. Licensor shall have no responsibility whatsoever in this matter.

**ARTICLE IV:
LICENSE FEES AND OTHER CHARGES**

4.01 Monthly Fee

Upon written notice by ("Fee Commencement Notice") by Licensor, Licensee shall commence paying a monthly fee ("Monthly Fee") in accordance with the following provisions. In his or her sole discretion, on or before the twentieth (20th) day of any month, the Executive Director may issue the Fee Commencement Notice. By the twentieth (20th) day of the third calendar month after the Fee Commencement Notice, and by the 20th day of each subsequent calendar month, Licensee agrees to pay to Licensor, without prior demand and without offset or deduction, a Monthly Fee equal to ten percent (10%) of Licensee's Gross Revenue from all of its Operations for the preceding calendar month. Licensee's obligations hereunder shall survive the expiration or earlier termination of this License.

4.02 Reports

On or before the 20th day of each calendar month, Licensee shall render to Licensor, with a form attached hereto as Exhibit "A", a detailed report of Licensee's Gross Revenue for the immediately preceding calendar month together with its payment of the Monthly Fee. Each monthly report shall be signed by a responsible officer of Licensee and shall include the Gross Revenue for the preceding calendar month, itemized as to each service category, customer and client.

4.03 Annual Certified Statement of Gross Revenues

Within sixty (60) days after the end of each anniversary of the Effective Date, Licensee shall furnish to Licensor a certified statement by an independent certified public accountant or firm of certified public accountants showing the total of Gross Revenues at the Airport for such year and stating that Gross Revenues have been correctly reported in accordance with the terms of this Agreement.

If any certified statement provided by Licensee to Licensor indicates that the aggregate payments made for any year were less than the amount due for that year under the terms of this License, then Licensee shall pay the difference at the same time it provides the certified statement to Licensor. In the event the underpayment is greater than five percent (5%) of the total amount due for that year, an underpayment charge equal to one and one half percent (1.5%) of the difference also shall be paid by Licensee at the time it provides the certified statement to Licensor. Licensor and Licensee hereby stipulate and agree that: (i) the underpayment charge is a reasonable estimate of direct and indirect costs Licensor will incur as a result of Licensee's failure to fully remit the Monthly Fee; (ii) such costs would be impractical and extremely difficult to determine; and (iii) the underpayment charge constitutes liquidated damages for such an underpayment.

4.04 Place of Payment

All fees/charges due to be paid to Licensor by Licensee shall be paid in lawful money of the United States of America, without prior demand or without set off or deduction, by check or Automated Clearing House ("ACH") to Licensor delivered to the following address; however, Licensor by service of written notice upon Licensee, may otherwise direct the payment thereof from time to time during the term hereof.

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood way
Burbank, CA 91505
Attn: Accounting

Attn: _____

4.05 Late Payment Charge

Should any Monthly Fee installment not be received by Licensor within five (5) calendar days after such shall become due, a late payment charge equal to one and one half percent (1.5%) of the overdue amount added thereto and constituting a part thereof shall be imposed by Licensor each and every month until the entire delinquent amount is received by Licensor. Licensor and Licensee hereby stipulate and agree that: (i) the late payment charge is a reasonable estimate of direct and indirect costs Licensor will incur as a result of Licensee's late payment; (ii) such costs would be impractical and extremely difficult to determine; and (iii) the late payment change constitutes liquidated damages for a late payment.

4.06 Employee Parking Facilities

Licensee's employees working at the terminal building shall have the right to the use of vehicular parking facilities in common with other employees. Such facilities shall be located in an area designated by Licensor. Licensor reserves the right to assess a reasonable charge to recover the costs of providing such space to such employees, in common with Airport tenant employees, for such parking facilities.

4.07 Security Deposit

Within sixty (60) days after written notice from Licensor, Licensee shall deliver to Licensor a security deposit in the amount specified in Licensor's notice, not to exceed three (3) months of the average Monthly Fee paid by Licensee prior to the date of Licensor's notice. Upon an Event of Default by Licensee with respect to any provision of this License, including the provisions relating to the payment of fees or any other amount due hereunder, Licensor may apply all or any part of such sums for the payment of any amount in default, to cure any Event of Default or to repair any damage to the premises caused by Licensee and to pay any and all damages to which Licensor is otherwise entitled as a result of such default. In the event that Licensor elects to apply any of the sums delivered by Licensee to Licensor pursuant to this Section, Licensee shall, within thirty (30) days after written demand therefor, deliver to Licensor a sum sufficient to restore the sums held by Licensor to the then most recent three (3) months of the Monthly Fee, and Licensee's failure to do so shall be an Event of Default. In the event Licensor applies any funds as provided in this Section, such action shall not constitute an election or waiver of any other rights or remedies which Licensor may have by virtue of Licensee's default. Licensor shall not be obligated to pay interest on such deposit. LICENSEE HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1950.7 TO THE EXTENT INCONSISTENT WITH THE PROVISIONS OF THIS SECTION.

4.08 Additional Fees, Charges and Rentals

Licensee shall pay to Licensor additional fees, charges and rentals in the event of any of the following:

- A. Licensor has paid any sum or has incurred any obligation or expense for which Licensee has agreed to pay or reimburse Licensor, or for which Licensee is otherwise responsible;
- B. Licensor is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Licensee to perform or fulfill any of the promises, terms, conditions or covenants required of it hereunder.
- C. If billed by Licensor, Licensee shall pay Licensor within thirty (30) days following the date of such billing, with interest on the sums so billed at the highest rate permitted by law, from the date of the bill until the date of payment.

4.09 Taxes

Licensee agrees to pay, before delinquency, as and when due, any and all lawful taxes, assessments or charges which, during the term, may be levied by the State of California, County of Los Angeles, City of Burbank, and/or other tax-levying body on any part or all of the personal property of Licensee and/or upon the possessory interest of Licensee granted under this License.

4.10 Records/Books

Licensee shall, at all times during the term of this License, keep or cause to be kept, accurate and complete records and double entry books of account of all financial transactions in the operation of all business activities, or whatever nature, conducted pursuant to the rights granted herein. The records must be supported by source documents of original entry such as sales invoices, or other pertinent supporting documents. Financial statements (a balance sheet and income/expense statement), based upon the double entry books of account, shall be prepared not less than annually.

4.11 Location of Business Records

All Licensee's books of account, records, financial statements, and documentation related to this License or to its Operations conducted at the Airport, shall be kept in a location within the Airport, or at such other location as may be acceptable to Licensor. Licensor shall have the right to any and all reasonable times and with reasonable notice to examine and audit such books, records, financial statements, and documentation, without restriction, for the purpose of determining the accuracy thereof, the accuracy of the monthly statements of Gross Revenue submitted, and the accuracy of the license fees paid to Licensor. In the event that Licensee's Operations conducted at the Airport are part of a larger operation, then Licensor shall also have the right to examine and audit that part of such books, records, financial statements, and documentation of the larger business operation.

4.12 Failure to Maintain Records

Licensee's failure to keep such books of account, records, financial statements, and documentation and make them available for inspection by Licensor is a breach of this License and cause for termination. The Executive Director shall have the discretion to

require the installation of any additional accounting methods or controls deemed necessary, subject to prior written notice.

ARTICLE V: OPERATIONS, CONDITIONS AND RESTRICTIONS

5.01 Description of Licensee's Operations

- A. Using the form provided in the attached Exhibit "B", Licensee shall file and at all times maintain with Licensors a current and detailed description of all of Licensee's Operations at the Airport. This detailed description must be filed with and approved by Licensors before Licensee commences Operations at the Airport. Whenever the Operations conducted by Licensee at the Airport change or the Airlines serviced by Licensee change, Licensee shall immediately file a revised "Exhibit B" with Licensors so that, at all times, the Exhibit "B" form on file with Licensors accurately and fully describes Licensee's current Operations at the Airport. Licensee's failure to maintain a current Exhibit "B" form with Licensors, is a breach of this License and cause for termination hereof.
- B. In addition to filing the detailed description of its Operations at the Airport, Licensee shall provide copies of each ground handling service agreement that Licensee has with each Airline at the Airport. Licensors reserves the right to review and approve such agreement.

5.02 Approved Services That May be Performed by Licensee

- A. Licensee is hereby permitted to use those designated areas of Airport for the sole purpose of conducting its Operations and related activities, as specified herein, and for no other purpose whatsoever. This License shall not be valid unless Licensee demonstrates to Licensors that it has first entered into a contract to perform the services described hereunder with an Airline holding a valid agreement with Licensors. In the event any contract under which Licensee performs services is cancelled or terminated by the Airline, Licensee shall immediately notify Licensors in writing. Operations hereunder shall be non-exclusive and at Licensee's sole cost, expense and responsibility. Subject to use restrictions, limitations and conditions set forth in this Agreement and as provided by law, Licensee's commercial aviation ground handling service business may only include the following operations, as denoted hereinafter:

1. Ground Handling Ramp Services for Airlines

Guiding aircraft to a parking position for purposes of loading and unloading passengers, baggage, and cargo (which may include mail); furnishing equipment for the safe and efficient loading and unloading of passengers and cargo (which may include mail) to and from an aircraft; proving a fire guard equipped with necessary and appropriate firefighting equipment; delivering aircraft cargo to appropriate designated locations on the Airport, including to air cargo buildings and the passenger terminal building;

repairing, maintaining and refueling all required ramp equipment owned by Licensee or the Airlines contracting with Licensee, provided that: (i) repair and maintenance must be performed at premises other than at the passenger terminal building or the ramps adjacent thereto; (ii) such work shall be performed only at areas designated for such purpose by the Executive Director; and (iii) refueling must be performed only in areas designed by the Executive Director for ground service equipment. The services under this subparagraph must be directly provided by Licensee and not through a subcontracting agreement.

2. Waste Disposal Services for Airlines

Maintaining and operating waste disposal services and lavatory cleaning services to the Airlines in compliance with Licensor's Minimum BMPs, and Licensee shall be required to review and sign such Minimum BMPs annually.

3. Ground Equipment and/or Operations and/or Maintenance for Airlines

Operating or maintaining aircraft ground equipment for Airlines, including tugs, aircraft starters, aircraft loading stairs and air-conditioning units in accordance with the terms of the contracts that Licensee may, from time to time, enter into with the Airlines. Such ground equipment shall not include automobiles, trucks, or other vehicles designed for use on public streets, either into or out of the Airport. Maintenance of ground equipment must be (i) performed at locations other than the passenger terminal building or the ramps adjacent thereto; and (ii) shall be performed only in areas designed for such purpose by the Director.

4. Passenger Services for Airlines

Providing clearance documents for aircraft passengers, cargo and baggage as may be required by applicable governmental agencies; providing and handling passenger ticketing and baggage check-in; furnishing linguists for the assistance of passengers speaking a foreign language; and arranging for, but not preparing or selling in-flight meals for passengers departing on aircraft.

5. Porter Services for Airlines

Handling and transporting passenger baggage and other articles of personal property through the passenger terminal building and terminal areas.

6. Security Services for Airlines or Licensor's Licensees

Providing security services at the passenger terminal building and terminal areas as specified by contractual agreements with an Airline or other Licensor Licensees or Tenants.

7. Baggage Delivery Services for Airlines

Handling and transporting of baggage and other articles of Airline passengers and customers for screening, rerouting, or delivery at the Airport.

8. Aircraft Interior Cleaning for Airlines

Cleaning aircraft interiors.

5.03 Rights of Airlines

Licensee understands and agrees that federally certificated Airlines shall have the right at all times to provide any of the above described services for themselves for their own operations. None of the services which Licensee is authorized to perform under this License shall involve the operation of aircraft by Licensee unless it holds a separate air carrier operating agreement from Licensor.

5.04 Conditions, Limitations and Restrictions

Licensee's use of the Airport shall be subject to the following terms, conditions, limitations, covenants and restrictions.

- A. Licensee agrees that it will not permit any act of omission or commission or any type of condition to exist on the Airport which would in any way create a hazard to persons or property or would serve to jeopardize or invalidate any policies of insurance or increase the premium rate(s) charged for any insurance covering Airport property, operations, or the premises or operations of any tenant of Licensor.
- B. Licensee may use the Air Operations Area and other restricted areas of the Airport only as specifically authorized and directed by the Executive Director and in accordance with the directives of the federal government issued by and through the FAA or the TSA, and any applicable Airport Rules and Regulations. If the FAA or the TSA imposes a penalty or fine on the Licensor for Licensee's acts or omissions, then Licensee shall reimburse and indemnify the Licensor for the entire amount of the penalty or fine.
- C. Licensee shall not use the Airport in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. In the event this covenant is breached, Licensor reserves the right to cause the abatement of such interference at the expense of Licensee and/or to immediately terminate this License, or to place such restrictions on the operations of Licensee, as Licensor deems necessary in the public interest.
- D. Licensee is limited to conducting its ground handling and support services Operations on a non-exclusive basis.

- E. Licensee shall neither use, suffer, license the use of the premises for any improper, immoral, unlawful (including illegal discrimination), unauthorized, nor objectionable purpose(s).
- F. Licensee shall neither use, suffer, license the use of the premises for any purpose nor allow any activity therein which would create a nuisance, or in any way obstruct or interfere with the rights of others at Airport or injure or annoy them; or do or permit the doing of anything in any way tending to injure or reflect unfavorably upon the reputation of Licensor or the appearance of the Airport.
- G. Licensee shall not construct improvements upon the premises or alter, improve or add to any existing structure on such premises.
- H. No used buildings/structures and no temporary/mobile buildings/structures/trailers may be moved onto the premises, without the advance written consent by Licensor.

5.05 Handling and Storing Hazardous Articles and Materials

- A. Licensee shall not store, use or dispose of hazardous materials on the Airport nor cause, permit or allow any officer, agent, employee, contractor, permittee or invitee of Licensee to store, use or dispose of hazardous materials on the Airport except as shown on Safety Data Sheets submitted to and approved by Licensor. Only Airlines, air freight forwarders and airport tenants with licenses or permits authorizing them to conduct the receiving, storing or transporting of hazardous articles or materials shall be allowed to engage in such activities. Where permitted, the receiving, storing and handling of all such articles or materials will be the sole responsibility of these respective companies and shall comply with current applicable airline handling directives, company manuals, and other applicable laws and regulations. Licensee shall be solely and fully responsible for notifying the appropriate public agencies of any hazardous material release which occurs on the Airport, or is caused by or results from activities of Licensee, Licensee's officers, agents, employees, contractors, permittees or invitees on the Airport. Licensee shall immediately notify Licensor of any hazardous material releases which occurs on the Airport regardless of whether the release was caused by or results from Licensee's activities or is in a quantity that would otherwise be reportable to a public agency.
- B. Licensee shall, at all times, keep the premises and each and every part thereof in a neat, clean and orderly condition, and shall prevent the accumulation of, and shall maintain the premises free from any refuse or waste materials which might be or constitute a potential health, environmental, or fire hazard or public or private nuisance. Licensee shall neither conduct nor suffer or permit the conducting of any activity on the premises which either directly or indirectly produces objectionable or unlawful amounts or levels of air pollution (gases, particulate matter, odors, fumes, smoke, dust, etc.); water pollution; light, glare, or heat; electronic and/or radio emissions interfering with any navigational or communications facilities/operations associated with the operation of the Airport and/or its use by

aircraft; trash or refuse accumulation; or any other activity/operation which is hazardous or dangerous by reason or risk of explosion, fire or harmful emission. Licensee shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions in, on, under or about the premises, or arising from Licensee's use(s) or occupancy(ies) thereof, including soil and ground water conditions.

5.06 Parking and Equipment Storage

Licensee's vehicles and equipment, including the vehicles and equipment of Licensee's employees, guests, contractors and clients, if permitted to be operated on Airport property, shall be parked only in those areas approved for such parking, unless specifically authorized in writing by Licensor to be parked temporarily elsewhere. For any vehicle or equipment owned, licensed or hired by Licensee and found in an unauthorized area or left unattended in a restricted area, Licensee shall be responsible for any fines or citations for breach of airfield security regulations. Licensee agrees such vehicles or equipment may be immediately removed and stored by Licensor at the expense of Licensee.

5.07 Responsibility for Use

Licensee is and shall remain an independent contractor responsible to all parties for its acts and omissions and agrees that Licensor shall in no way be responsible Licensee's acts or omissions. Throughout the term of this License, Licensee shall retain sole responsibility, liability and cost for safeguarding all persons and property affected by its Operations. Licensee shall at all times conduct its Operations in a safe, prudent, professional and lawful manner. Licensee agrees that its Operations shall not unreasonably interfere with or impede the operations of Licensor, other authorized users and tenants of the Airport, or the general public.

5.08 Licenses, Permits and Certifications

Licensee shall at its sole cost and expense (a) obtain and maintain in effect at all times any and all licenses, certificates and permits required for its occupancy, use of and Operations on Airport property; and (b) obtain any and all licenses, permits and other operating, use or safety certifications required by federal, state and/or local regulatory agencies for its use of, Operations on, activities at and associated storage on Airport property. Licensee shall provide Licensor with copies upon request of any and all such licenses, permits, certifications and other documentation evidencing compliance herewith.

5.09 Operating Standards

Licensee covenants and agrees that it shall conduct its Operations in a safe, lawful, prudent and professional manner, at all times providing the quality and levels of service necessary to meet the demand for same, in accordance with all applicable regulations currently in effect and as may be amended, and pursuant to directives issued by Licensor in connection therewith. Licensee acknowledges that it has received and agrees to make available to its

employees copies of Licensor's Airport Rules and Regulations and other applicable regulatory and procedural information.

5.10 Responsible Manager and Subordinate

Licensee shall at all times retain an active, qualified, competent, experienced and responsive station manager to supervise its Operations and to represent and act for Licensee at the Airport. Licensee's manager shall be available during regular business hours and on-call at all other times in the event of an emergency. At all times during the manager's absence a responsible subordinate shall be in charge and available at the Airport. Licensee shall provide Licensor and keep current at all times the names of its manager and subordinate, their respective office, cell and emergency home telephone numbers, and their email addresses.

5.11 Personnel, Training, Policies and Procedures

Licensee shall provide for the proper training and for the certification/licensing of all of its employees in all areas of service as duties require. Licensee shall produce copies of employee certification and licensing records upon demand by Licensor. Licensee shall be responsible for the training of all employees in conformity with the Airport Rules for Airlines/Ground Handlers requirements. Licensee shall control the conduct, demeanor and appearance of its employees to ensure the maintenance of a high standard of service at all times.

5.12 Purchase of Supplies and Services

Should Licensee contract with a third party to provide services which might otherwise be performed by Licensee under this License, such third party shall be deemed to be conducting a business at the Airport. Prior to such third party engaging in such services, Licensee shall ensure that such third party has secured a valid license agreement from Licensor to operate at the Airport. Licensor may impose charges, rentals and fees upon such third parties for facilities used or for services provided. Nothing herein shall be construed as in any way limiting the powers of Licensor to fully exercise its governmental rights, its proprietary functions, its obligations under any bond covenants, or its rights to enforce any federal, state or local law, rule or regulation.

5.13 Safety Procedures and Fire Prevention Procedures

Licensee shall comply with all fire safety rules, regulations and procedures at the Airport. Licensee shall install and maintain, at Licensee's sole expense, such extinguishing devices, signage and fixtures on and in its facilities and equipment and operating areas as may be required by the Aircraft Rescue and Fire Fighting Department (ARFF) or any applicable law or regulation. Combustible and flammable liquid storage shall meet all Uniform Fire Code requirements.

5.14 Security

Licensee shall comply with all rules and regulations of Licensor applicable to the Airport and airfield security. At its sole cost and expense, Licensee shall be responsible for providing its own security (i) for any equipment, vehicles, materials and other personal property brought onto the Airport by or for Licensee, and (ii) for any services or activities provided or conducted by Licensee or by anyone on behalf of Licensee under this License. Licensee agrees to protect the integrity of security of the Airport perimeter and agrees to undertake measures necessary for the prevention of unauthorized access into any restricted area of the Airport. Licensee's responsibilities include implementing a security plan to meet the requirements of the TSA and Licensor.

5.15 No Obligations of Licensor

Licensee acknowledges that Licensor has made no representations or warranties relating to the suitability of the Airport for any particular use. Except as otherwise expressly provided in this License, Licensor shall have no obligation whatsoever to Licensee for the maintenance of the Airport or any improvements, fixtures, furnishings or equipment now or hereafter constructed, installed or used as a part of the Airport. Licensor shall have no liability to Licensee arising out of any defect or deficiency in the Airport.

5.16 Licensor's Right of Inspection

Licensor and its authorized officers, employees, agents, volunteers, contractors, subcontractors and other representatives shall have the right to monitor all activities of Licensee and to inspect Licensee's areas of operation, equipment and conduct of business, including for the following purposes:

- A. To determine Licensee's compliance with the terms and conditions of this License and with Licensor's directives issued in connection herewith; and
- B. To perform maintenance or other remedial work where Licensee is obligated to perform such work, but has failed, to do so, after Licensor's notice of noncompliance, in which case Licensee shall reimburse Licensor for the costs thereof promptly upon demand; and
- C. To gain access to any mechanical, electrical, utility and structural system at the Airport for the purpose of maintaining and repairing such system.

5.17 Exterior Signs and Outside Storage

Installation of exterior signs and /or outside storage of any materials, supplies, products, equipment or other personal property in or about the Airport, unless expressly permitted by this License, is prohibited.

5.18 Alterations/Additions/Modifications/Improvements

Neither Licensor nor Licensee shall be obligated to make, nor shall Licensee shall make any alterations, additions, modifications, or improvements in/on/to any part of the Airport, at any time during the term hereof, for any purpose whatsoever.

5.19 Liability for Damage

Licensee shall be liable for and shall promptly repair any damage to any Airport areas/facilities where such damage shall be attributable to any act or omission on the part of Licensee, Licensee's employees, contractors, subcontractors, agents, representatives, associates, guests, and/or invitees. Should Licensee fail or be unable to promptly affect any such repairs, Licensor shall have the right to make such repairs, and Licensee agrees to reimburse Licensor for all reasonable costs of such repairs, including reasonable administrative costs.

5.20 Disposable Waste

Licensee agrees to keep all areas covered by this License free and clear of rubbish, debris, and litter. Licensee shall use the outdoor receptacles provided by Licensor for the collection and removal of all trash, garbage and other refuse resulting from the operation of the passenger terminal building, including the activities authorized in this License. Licensee, at its own cost and expense, shall provide and use suitable receptacles for the collection, within all other Airport areas, of all trash and other refuse. Piling of boxes, cartons, barrels or other items in an unsafe or unsightly manner in or about Airport or the premises is prohibited.

5.21 Air Quality Improvement Plan

Licensee shall comply with the following provisions of the Airport's Air Quality Improvement Plan:

- A. Ground Support Equipment Emissions Policy. Airlines and other entities own and operate ground support equipment ("GSE") to support arriving, departing, and parked aircraft at the Airport. Licensor's GSE policy will ensure that Licensor achieves airport-wide GSE emissions targets. Licensee will achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NO_x) by January 1, 2023, and 0.74 g/hp-h of NO_x by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Licensee shall be required to ensure its fleet average continues to meet the Airport emissions targets. Licensee's obligation to meet the 2031 target shall be contingent on the installation of adequate infrastructure to support zero-emission GSE, which is operationally feasible and commercially available. Licensee's "Burbank Airport GSE fleet" shall be comprised solely of GSE operated at the Airport. Emissions performance of GSE operating at the Airport cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the Airport GSE emissions targets.

- B. Clean Construction Policy. Licensor has adopted a Clean Construction Policy, which may be accessed/found at <http://hollywoodburbankairport.com/green-initiatives/>. For all Airport capital improvement projects (“CIPs”) undertaken by Licensee, Licensee shall comply, and shall cause its contractors to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction policies to reduce emissions of NOx such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination.
- C. Burbank Airport Employee Ride Share Policy. Licensor has joined the Burbank Transportation Management Organization (BTMO), which serves all Airport employees and all Airport tenant employers, including employers with less than 250 employees. Licensee is encouraged to also join and to actively participate in the BTMO as an individual member.

5.22 Conflict Between “Authorized” and “Unauthorized” Uses

With respect to any use of the Airport which may be contemplated or undertaken under authority of this License, if any such use may, in any way whatsoever, reasonably be deemed to involve a conflict between “authorized” and “unauthorized” uses as set forth herein, the prohibitions, restrictions and limitations set forth within this License, in any and all such cases, prevail, and no “unauthorized” use of the premises, in whole or in part, shall be undertaken by Licensee or Licensee’s employees, agents, representatives unless and until such use is limited to the degree/extent necessary to eliminate any element/portion thereof giving rise to any such conflict.

ARTICLE VI: DEFAULT AND TERMINATION

6.01 Events of Default

Occurrence of any of the following will be considered an Event of Default by Licensee:

- A. Failure to pay any Monthly Fee or any other sum due under this License within five (5) business days after written notice from Licensor.
- B. Failure to timely replenish the deposit described in Section 4.07.
- C. Violation by Licensee of Section 8.01.
- D. Failure by Licensee to obtain, pay for, and maintain in full force and effect at all times during the life of this License, without any lapse in coverage, such insurance and surety as shall be required of Licensee hereunder.
- E. Failure to cure any other breach of this License within thirty (30) days after written notice from Licensor.

6.02 Termination

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

- A. Termination Based on Default. Upon an Event of Default by Licensee, Licensor may terminate and Licensee shall have no further rights hereunder and shall immediately vacate any and all areas covered by this License.

Licensor shall have all rights and remedies as provided by law, including the right to recover damages from Licensee in the amount necessary to compensate Licensor for all the detriment and injury proximately caused by Licensee's failure to perform its obligations under this License or which in the ordinary course would be likely to result therefrom.

Licensee hereby waives any and all rights of redemption and relief from forfeiture under California Code of Civil Procedure Sections 1174 or 1179 or any other laws.

- B. Bankruptcy. Upon filing by or against Licensee (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of the Licensee's property or for Licensee's interest in this License; or (iv) for the reorganization or modification of Licensee's capital structure, this License shall at the option of Licensor immediately terminate this License whereupon all rights of Licensee hereunder shall immediately cease and terminate.
- C. Multiple Late Payments. Three (3) or more late payments of the Monthly Fee or any other sum due under this License during a Term Year shall at the option of Licensor immediately terminate this License whereupon all rights of Licensee hereunder shall immediately cease and terminate.
- D. Voluntary Termination Rights. Either party may terminate this License at any time without cause by serving written notice of not less than sixty (60) days upon the other party.
- E. Police Powers. In the event the operation of the Airport or any part thereof is taken over by the United State Government or any other public authority by requisition or any other unilateral action due to a national emergency or otherwise, this License

shall terminate as of the date of vesting of the interest of the United States Government or other public authority.

6.03 Survival of Indemnification

Nothing contained within this Section affects the right of Licensors to indemnification by Licensee as hereinafter provided.

**ARTICLE VII:
INSURANCE, INDEMNIFICATION, AND EXEMPTION OF LICENSOR**

7.01 Insurance Requirements

Prior to engaging in any operation authorized by this License and continuing throughout the term, Licensee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A- VII” in Best’s Insurance Rating Guide, or (ii) authorized by Licensors:

(i) AVIATION LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form and include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, hangar keepers liability and contractual liability (including indemnity obligations under this License) with limits of liability of not less than the following:

\$10,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$10,000,000 aggregate for products and completed operations
\$10,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than \$10,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

In the event Licensee purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

Licensee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Licensee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, Licensor. At the option of Licensor, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Licensor, its officers, officials, employees, agents and volunteers; or (ii) Licensee shall provide a financial guarantee, satisfactory to Licensor, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall Licensor be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to Licensor. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Licensee shall furnish Licensor with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for Licensor, Licensee shall provide a new certificate, and applicable endorsements, within a reasonable time upon renewal.

The Aviation Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Licensor, TBI Management, and their officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) of insurance shall be endorsed so Licensee's insurance shall be primary and no contribution shall be required of Licensor. The coverage shall contain no special limitations on the scope of protection afforded to Licensor, its officers, officials, employees, agents and volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Licensor, its officers, officials, agents, employees and volunteers.

Licensee shall furnish Licensor with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements must be received by Licensor before use of premises commences. Upon written request from Licensor, Licensee shall promptly provide Licensor with a copy of its insurance policy(s). This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of the Agreement or any extension, Licensee fails to maintain any required insurance in full force and effect, all Licensee activities hereunder shall be discontinued immediately, until notice is received by Licensor that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Licensor. Any failure to maintain the required insurance shall be sufficient cause for Licensor to terminate this Contract. No action taken by Licensor hereunder shall in any way relieve Licensee of its responsibilities under this License.

The fact that insurance is obtained by Licensee shall not be deemed to reduce or diminish the liability of Licensee, including liability under the indemnity provisions of this License. The duty to indemnify Licensor shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Licensee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Licensee, its principals,

officers, agents, employees, persons under the supervision of Licensee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

If Licensee should be authorized by Licensor to sublicense all or any portion of the premises, Licensee shall require each sublicense to provide insurance protection in favor of Licensor, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sublicense's certificates and endorsements shall be on file with Licensee and Licensor prior to the commencement of any sublicense.

7.02 Indemnification

Licensee shall indemnify, hold harmless and defend Licensor, TBI Airport Management and their officers, officials, employees, agents and authorized volunteers from any and all claims, liabilities, losses, damages, fines, penalties, forfeitures, and costs and expenses (including attorneys' fees and litigation expenses), incurred or suffered by them and arising, or alleged to have arisen, directly or indirectly out of any act or omission of Licensee, including any violation of this License by Licensee or its contractors or approved sublicensees. Licensee's obligations under the preceding sentence shall apply regardless of whether Licensor or any of its officers, officials, employees, agents or authorized volunteers are negligent, but this section shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the indemnified person or entity.

If Licensee should be authorized by Licensor to sublicense all or any portion of the premises, Licensee shall require each sublicensee to indemnify, hold harmless and defend Licensor, TBI Airport Management and their officers, officials, employees, agents and authorized volunteers in according with the terms of the preceding paragraph.

This section shall survive the expiration or earlier termination of this License.

7.03 Exemption of Licensor

Licensee warrants, covenants and agrees that Licensor shall not be liable for injury to Licensee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property located in, upon or about the Airport under authority hereof, whether belonging to Licensee, or Licensee's employees, customers, agents, contractors, sub-contractors, tenant, sublicensee of Licensee, or any other person whomsoever; nor shall Licensor be liable for any injury to the person of Licensee or Licensee's employees, agents, contractors, sub-contractors, tenants, sub-Licensees, customers, or invitees, whether or not such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the leakage, breakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether or not such damage or injury results from conditions arising in or on any part or all of the Airport or in or on any of the improvements/facilities appurtenant thereto located therein or thereon, or from other sources or places, and regardless of whether or not the cause of such damage or injury or the means of repairing the same is

inaccessible to Licensee. Licensee also covenants and agrees that Licensor shall not be liable for any damages arising from any act or neglect on the part of any third parties.

ARTICLE VIII: GENERAL PROVISIONS

8.01 Non-Transferability (Assignment and Sublicensing)

This License is non-transferable and shall be valid only for Licensee. Licensee may not and shall not at any time sublicense the premises or assign or encumber this License, in whole or in part, nor shall there be any change in the ownership or control of Licensee, and any attempted or purported assignment or sublicense or encumbrance or change of ownership or control shall be null and void and shall constitute an Event of Default by Licensee.

8.02 Government Requirements

A. Permits with the United States Government:

This License is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the Licensor and the United States Government, the execution of which is required to enable or permit transfer of rights or property to Licensor for Airport purposes or expenditure of federal funds for Airport improvement, maintenance or development. Licensee shall abide by requirements of agreements entered into between Licensor and the United States Government, and shall consent to amendments and modifications of this License if required by such agreements or if required as a condition of Licensor's entry into such agreements, provided however that if any modification to an agreement with the United States Government has a material adverse impact on Licensee's Operations, then Licensee shall have the right to terminate this License upon sixty (60) days written notice.

B. Nondiscrimination:

Licensee shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the entire term and performance of this License, Licensee agrees as follows:

1. Licensee will comply with all laws and regulations, as applicable, including applicable portions of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as amended from time to time. Licensee assures that it will undertake an Affirmative Action Program, if required by 14 CFR Part 152, Subpart E, to ensure that no person in the United States shall, on the

grounds of race, color, creed, religion, sex, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this License.

2. Licensee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, ancestry, ethnicity, age, marital status, and status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. Licensee shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, religion, sex, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

3. Licensee will, in all solicitations or advertisements for employees placed by or on behalf of Licensee, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability.

4. Licensee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Licensee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

C. Disadvantaged Business Enterprise:

Licensee agrees that it shall at all times comply with FAA Regulation 49 CFR Part 23, Subpart F, or as superseded by CFR Part 26 to the extent that such obligation applies to Licensee in accordance with Federal Regulations and Licensors' DBE Program for Federally Assisted Projects supplied herewith or available from the Licensors.

D. Federal Aviation Act, Section 308:

Nothing herein contained shall be deemed to grant Licensee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act or the conduct of any activity on Airport, except that, subject to the terms and provisions

hereof, Licensee shall have the right to conduct operations at the Airport under the provisions of this License.

E. Airport Safety/Security:

1. Licensee shall observe all safety/security requirements of Federal Aviation Regulations, Transportation Security Regulations and Airport Security Program, applicable parts, as the same may be from time-to-time amended, which will be furnished to Licensee as approved by the FAA and/or the TSA, and to take such steps as may be necessary or directed by Licensor to ensure that employees, invitees, and guests observe these requirements.

2. If Licensor incurs any fines and/or penalties imposed by the FAA, the TSA, or any other federal, state, or local agency, or any expense in enforcing the regulations of Federal Aviation Regulations, Transportation Security Administration and/or Airport Security Program, as a result of the acts or omissions of Licensee, Licensee agrees to pay and/or reimburse all such costs and expense. Licensee further agrees to rectify any security deficiency as may be determined as such by Licensor or the FAA or the TSA. Licensor reserves the right to take whatever action necessary to rectify any security deficiency, in the event Licensee fails to remedy the security deficiency.

3. Licensee shall promptly notify Licensor in writing of any injury to persons or property that result from or are caused by Licensee's operations or activities.

F. Federal Grant Agreement Assurances

The provisions set forth on the attached Exhibit "C" attached hereto and made a part hereof, are specific provisions required by the FAA to be appropriately included within all agreements (including licenses, permits, and contracts) between the Licensor and any and all entities who use or perform work or conduct activities on Licensor -owned Airport premises for aeronautical or non-aeronautical purposes. Licensee, by its signature(s) hereunto affixed, acknowledges that it has reviewed such Exhibit, in its entirety, and fully understands the meaning, purpose, and intent thereof. Licensee hereby expressly agrees that, throughout the term hereof, it shall fully and faithfully comply with, abide by and/or adhere to, as applicable and appropriate, each and every one of the numbered provisions contained within such Exhibit.

8.03 Liens and Claims

Licensee shall not suffer or permit to be enforced against Licensor's title to the Airport, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided, or otherwise arising (except liens, claims or demands suffered by or arising from the actions of Licensor), and Licensee shall pay all such liens, claims and demands before any action is brought to enforce same against Airport; and Licensee agrees to hold Licensor and the Airport free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses

in connection therewith. Licensor shall have the right at any time to post and maintain on the Airport such notices as may be necessary to protect Licensor against liability for all such liens, claims and demands. This paragraph shall survive expiration or termination of this License.

8.04 Independent Contractor

Licensee is and throughout this License shall be an independent contractor and not an employee, partner or agent of the Licensor. Neither party shall have any right to control, supervise or direct the manner or method or choice by which the other party or its contractors shall perform its or their work or function. However, each party shall retain the right to verify that the other is performing its respective obligations in accordance with the terms hereof.

Neither Licensee, nor any of its officers, associates, agents or employees shall be deemed an employee of Licensor for any purpose. Licensee shall not be entitled to nor shall it receive any benefit normally provided to employees of Licensor such as, but not limited to, vacation payment, retirement, health care or sick pay. Licensor shall not be responsible for withholding income or other taxes from the payments made to Licensee. Licensee shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Licensee pursuant to this License.

8.05 Inability of Licensor To Perform

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

8.06 Partnership/Joint Venture

This License does not evidence a partnership or joint venture between Licensee and Licensor. Except to the extent expressly provided for in this License, (i) Licensor does not grant, convey, or delegate to Licensee any tangible or intangible property interest or express or implied agency, license, right or authority, (ii) Licensee shall have no authority to bind the Licensor absent its express written consent, (iii) either party shall be free from obligations or liabilities under contracts entered by the other, and (iv) each party shall bear its own costs/expenses in pursuit hereof.

8.07 Holding Over

If Licensee holds over after expiration of the Term with the written permission of Licensor, then this License shall thereafter be deemed a month-to-month License terminable upon 30 days prior written notice by either party to the other. The Monthly Fee that Licensee shall pay the Licensor shall be multiplied by one and one-half percent (1.5%) until any new Monthly Fee is negotiated with Licensor. Otherwise, Licensee shall be bound by the terms and conditions of this License. Nothing herein shall be construed to give the Licensee the

right to hold over at any time, and the Licensor may exercise any remedy at law or in equity to recover possession of premises, as well as any damages incurred by Licensor.

8.08 Peaceable Surrender

Upon the termination, expiration or cancellation of this License, Licensee shall peaceably surrender and return the areas covered by this License to Licensor in as good condition as at the commencement of this License, subject to normal and ordinary wear and tear resulting from the use of such areas as herein provided.

8.09 Warranties and Guarantees

Licensor makes no representation or warranty, express or implied, and no guarantee or covenant, including covenants of title and quiet enjoyment, or averment of any nature whatsoever, concerning the condition of the areas covered by this License, including the physical condition thereof, or any condition which may affect the areas covered by this License. Licensee agrees that Licensor shall not be responsible for any loss or damage or costs which may be incurred by Licensee by reason of any such condition or conditions.

8.10 Review/Examination of License

Submission of this instrument by Licensor for review, examination and/or execution by or on behalf of Licensee does not constitute a reservation of or option to obtain a License and this instrument is not effective as a License or otherwise, unless and until executed and delivered by both Licensor and Licensee.

8.11 Interpretation of Provisions

Nothing herein contained shall be construed or interpreted, in any manner whatsoever, as limiting, relinquishing or waiving any of the rights of ownership enjoyed by Licensor in and to Airport property, or in any manner waiving or limiting Licensor's control over the operation, maintenance, etc., of Airport property or in derogation of such governmental rights as Licensor possesses, except as is specifically set forth herein.

8.12 Invalid Provisions

In the event any term, covenant, condition or provision of this License, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this License, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this License.

8.13 Notices

Any notice required or intended to be given to either party under the terms of this License shall be in writing and shall be deemed to be duly given if deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, or delivered by reputable overnight messenger service addressed to the party to which notice is to be given at the party's address set forth on the signature page of this License or at such other address as the parties may from time to time designate by written notice.

Service by mail shall be deemed delivered as of 12:00:01 A.M., on the fourth (4th) calendar day following the date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid. Service by overnight messenger shall be deemed delivered on the next business day after delivery to the messenger service for overnight (or next business day) delivery.

8.14 Laws, Rules and Regulations

Licensee shall observe and obey and require its officers, employees, agents and invitees to obey and observe the duly enacted and lawful rules and regulations now in existence or hereafter promulgated by Licensor, by the FAA, or by any other local, state, or federal agency of competent jurisdiction. Licensee shall comply with all federal, state and municipal laws, regulations and ordinances, including all promulgated which may apply to the operations of business at the Airport.

8.15 Amendment

This License may not be changed, amended, or otherwise modified in any way whatsoever, except in writing, signed by both Licensor and Licensee.

8.16 Acknowledgment by Licensee

By its signature(s) hereunto affixed, Licensee expressly acknowledges that Licensee clearly understands that neither this License, itself, nor the issuance of this License by Licensor to Licensee nor acceptance of this License by Licensee constitutes, in any way whatsoever, any agreement by or on behalf of Licensor to enter into any further/other agreement, License, or other arrangement of any type whatsoever, beyond the term of or in addition to this License.

8.17 Interpretation

The parties acknowledge that this License in its final form is the result of the combined efforts of the parties and that, should any provision of this License be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this License in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

8.18 Attorneys' Fees

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

8.19 Exhibits

Each exhibit and attachment referenced in this License is, by the reference, incorporated into and made a part of this License.

8.20 Precedence of Documents

In the event of any conflict between the body of this License and any Exhibit or Attachment hereto, the terms and conditions of the body of this License shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this License, shall be null and void.

8.21 Cumulative Remedies

Each right and remedy of Licensor provided for in this License or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative and shall not preclude Licensor from exercising any other rights or from pursuing any other remedies provided for in this License or now or hereafter available to Licensor under the laws or judicial decisions of the State of California.

8.22 Non-Solicitation

Licensee represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this License or any rights/benefits hereunder.

8.23 Waiver

- A. The waiver by either party of a breach by the other of any provision of this License shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this License.
- B. No provisions of this License may be waived unless in writing and signed by all parties to this License.

8.24 Assigns/Successors

Subject to the terms of License all rights, benefits, duties, liabilities and obligations hereunder shall inure to the benefit of, and be binding upon the parties, signatories, and

their respective principals, successors, transferees, agents, servants, representatives and assigns.

8.25 Governing Law and Venue

This License shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this License and any rights and duties hereunder shall be Los Angeles County, California.

8.26 Final Agreement

Each party acknowledges that they have read and fully understand the contents of this License. This License and any documents, instruments and materials referenced and incorporated herein represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, entered by and between the parties. This License may be modified only by written instrument duly authorized and executed by both Licensor and Licensee.

8.27 Counterparts

This License may be executed in any number of counterparts and any party may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will be deemed to be but one and the same instrument. The execution of this License by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

8.28 Time of Essence

Time is of the essence of each provision hereof in which time is a factor.

“LICENSOR”:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

By: _____
Print Name: _____
Title: _____

Address for Notices:

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

“LICENSEE”:

_____,
a _____

By: _____
Print Name: _____
Title: _____

Address for Notices:

Attn: _____

EXHIBIT “A”

FORM OF MONTHLY REPORT

(Attached.)



**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NON-EXCLUSIVE LICENSE AGREEMENT TO CONDUCT COMMERCIAL AVIATION
GROUND HANDLING AND SUPPORT SERVICES
MONTHLY GROSS REVENUE REPORT**

COMPANY: _____
REPORT PERIOD (MM/YY): _____

NAME: _____
PHONE: _____

AIRLINE	SERVICE	GROSS REVENUE

AIRPORT: HOLLYWOOD BURBANK AIRPORT

E-MAIL: _____

TOTAL GROSS REVENUE: \$ _____

TOTAL AMOUNT DUE TO AUTHORITY: x 10%
\$ _____

Please complete and return the signed report, along with applicable supporting documents and payment to the Airport Authority on or before the 20th of the month for the previous month's activity to:

**Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Accounting/Finance Department**

Additionally, please email the completed electronic version of the report to AR@bur.org I certify that the information submitted in this report is true and correct.

NAME _____ **TITLE** _____

SIGNATURE _____ **DATE** _____

EXHIBIT “B”

**LIST OF AIRLINES SERVICED, AND
SERVICES PROVIDED, AT AIRPORT**

(Attached.)



**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
NON-EXCLUSIVE LICENSE AGREEMENT TO CONDUCT COMMERCIAL AVIATION
GROUND HANDLING AND SUPPORT SERVICES
DESCRIPTION OF LICENSEE'S OPERATION FORM**

1. COMPANY INFORMATION

COMPANY NAME (LICENSEE): _____
CURRENT AS OF THIS DATE: _____

2. LICENSEE CONTACT INFORMATION

FULL NAME: _____
E-MAIL ADDRESS: _____
EMERGENCY PHONE: _____
WORK PHONE: _____
MAILING ADDRESS: _____

3. SCHEDULE OF ALL VEHICLES AND MOBILE EQUIPMENT OPERATED ON, PLACED AT, OR BROUGHT ONTO AIRPORT BY LICENSEE

1. VEHICLE DESCRIPTION: _____
a. LOCATION ON AIRPORT: _____
2. VEHICLE DESCRIPTION: _____
a. LOCATION ON AIRPORT: _____
3. VEHICLE DESCRIPTION: _____
a. LOCATION ON AIRPORT: _____
4. VEHICLE DESCRIPTION: _____
a. LOCATION ON AIRPORT: _____
5. VEHICLE DESCRIPTION: _____
a. LOCATION ON AIRPORT: _____
6. VEHICLE DESCRIPTION: _____
a. LOCATION ON AIRPORT: _____

CHECK IF LISTING CONTINUED ON SEPARATE PAGE 1

4. LISTING OF AIRLINES SERVICES AND SERVICES PROVIDED:

NAME OF AIRLINE SERVICED: _____

A. CONTRACT: _____
COMMENCEMENT DATE: _____
TERMINATION DATE: _____

DATE COPY WAS PROVIDED TO AUTHORITY: _____

B. SERVICES PROVIDED (check each that applies to the above airline):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT C

FAA GRANT AGREEMENT ASSURANCES **NONDISCRIMINATION**

A. Licensee, for itself, its representatives, successors in interest, and permitted assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

B. Licensees for itself and its representatives, successors in interest and permitted assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. No person on the ground of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises;

2. In the construction of any Improvements on, over or under the premises, if allowed, and the furnishings of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

3. Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

C. In the event of breach of any of the above nondiscrimination covenants, Licensors shall have the right to terminate this Lease and to re-enter and to repossess the premises, and hold the premises as if this Lease had never been made. This provision does not become effective until the procedures of 49 Code of Federal Regulations Part 21 are followed and completed, including expiration of appeal rights.

D. Licensee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Licensee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Noncompliance with Provision D, above shall constitute a material breach hereof and in the event of such noncompliance Licensor shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of Licensor or the United States, either or both thereof shall have the right to judicially enforce Provisions A, B, C and D above.

F. Licensee agrees that it shall insert the above five provisions in any Permitted Lease, license or agreement by which Licensee grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public at the premises.

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