

December 9, 2021

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

NOTICE is hereby given that the <u>regular</u> meeting of the Burbank-Glendale-Pasadena Airport Authority scheduled for <u>Monday</u>, <u>December 20, 2021</u>, <u>at 9:00 a.m.</u>, in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505, has been <u>cancelled</u>.

NOTICE is hereby given that a <u>special</u> meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on <u>Monday, December 13, 2021, at 9:00 a.m.</u>, in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Pursuant to Government Code Section 54953(e), members of the Commission may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, a physical location is not being provided for the public to attend or comment. Members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial In: (818) 862-3332

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Airport Skyroom Special Meeting of Monday, December 13, 2021 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.

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

- Turn off cellular telephones and pagers.
- Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.
- If you desire to address the Commission during the public comment period, fill
 out a speaker request card and present it to the Board Secretary.
- Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.
- Limit comments to 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, December 13, 2021

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) October 18, 2021	[See page 1]
	(ii) September 20, 2021	[See page 4]
	2) Finance and Administration Committee	
	(i) October 18, 2021	[See page 7]
	3) Legal, Government and Environmental Affairs Committee	
	(i) October 18, 2021	[See page 10]
	b. Commission Minutes (For Approval)	
	1) November 15, 2021	[See page 12]
	c. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings	[See page 18]
	d. Treasurer's Reports	
	1) September 2021	[See page 20]
	e. Annual Exempt Surplus Land Declaration	[See page 46]
6.	ITEMS FOR COMMISSION APPROVAL	
	Award of Construction Contract Award of Professional Services Agreement, and Approval of Project Budget for Taxilane Alpha Rehabilitation - Project Number F20-02	[See page 50]

 Award of Construction Contract, Award of Professional Services Agreement, and Approval of Project Budget for Replacement Airfield Lighting Vault [See page 54]

c. Award of Contract
Acquisition of Replacement Police Patrol Vehicles

[See page 59]

7. ITEMS FOR COMMISSION INFORMATION

- a. Metro Micro Service Schedule Update
- b. October 2021 Passenger and Cargo Statistics

[See page 61]

- c. October 2021 Transportation Network Company Statistics
- d. October 2021 Parking Revenue Statistics
- e. Proposed Art in Public Places; Regional Intermodal Transportation Center
- 8. CLOSED SESSION
 - a. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION (California Government Code Section 54956.9(d)(1))
 Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)
 - b. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Initiation of Litigation (California Government Code Section 54956.9(d)(4)): 1 potential case
- 9. EXECUTIVE DIRECTOR COMMENTS
- 10. COMMISSIONER COMMENTS
 (Other updates and information items, if any)
- 11. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, December 13, 2021

[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 October 18, 2021, and approved minutes of the meeting of September 20, 2021; approved minutes of the Finance and Administration Committee meeting of October 18, 2021; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of October 18, 2021, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the November 15, 2021, Commission meeting are attached for the Commission's review and approval.
- c. AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS FOR TELECONFERENCE MEETINGS. A staff report is included in the agenda package. Staff has placed this item on the agenda to give the Commission an opportunity to make findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an inperson meeting would present imminent risks to the health and safety of attendees.
- d. TREASURER'S REPORTS. The Treasurer's Report for September 2021 is included in the agenda packet. At its November 15, 2021, meeting, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file these reports.
- e. ANNUAL EXEMPT SURPLUS LAND DECLARATION. A staff report is included in the agenda packet. At its meeting on November 15, 2021, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission adopt Resolution No. 491 to make the annual exempt surplus land declaration required by state law.

6. ITEMS FOR COMMISSION APPROVAL

a. AWARD OF CONSTRUCTION CONTRACT, AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND APPROVAL OF PROJECT BUDGET FOR TAXILANE ALPHA REHABILITATION - PROJECT NUMBER E20-02. A staff report is included in the agenda packet. At its meeting on November 15, 2021, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission: i) Award a construction contract in the amount of \$1,197,130

to All American Asphalt for the Taxilane Alpha Rehabilitation Project; ii) Award a Professional Services Agreement in the amount of \$86,665 to RDM International, Inc., for an engineer of records services, onsite technical services; and material testing; iii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$60,000; and, iv) Authorize a project contingency of \$40,000.

- b. AWARD OF CONSTRUCTION CONTRACT, AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND APPROVAL OF PROJECT BUDGET FOR REPLACEMENT AIRFIELD LIGHTING VAULT. A staff report is included in the agenda packet. At its meeting on November 15, 2021, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission: i) Award a construction contract in the amount \$4,782,907 to Aldridge Electric, Inc. for a replacement airfield lighting vault; ii) Award a Professional Services Agreement in the amount of \$165,385 to Lean Engineering for an engineer of record services, onsite technical services, special inspection, and material testing; iii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$150,000; iv) Authorize a project allowance for buildings permit and Burbank Water and Power fees in the amount of \$150,000; v) Authorize a project allowance of \$20,000 to provide backup generators to maintain power as needed to existing hangar tenants; and vi) Authorize a project contingency of \$250,000.
- c. AWARD OF CONTRACT ACQUISITION OF REPLACEMENT POLICE PATROL VEHICLES. A staff report is included in an agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to authorize a purchase order to National Auto Fleet Group for the acquisition of two replacement Airport Police Department patrol vehicles in the amount of \$117,192.73.

7. ITEMS FOR COMMISSION INFORMATION

- a. METRO MICRO SERVICE SCHEDULE UPDATE. No staff report attached. Staff will review with the Commission the service provided under the Metro Micro program and the revised operating schedule for Hollywood Burbank Airport.
- b. OCTOBER 2021 PASSENGER AND AIR CARGO STATISTICS. A staff report is included in the agenda packet. The October 2021 passenger count of 462,454 was down 16% compared to October of 2019's 551,544 passengers. Also compared to October of 2019, air carrier aircraft operations in October 2021 decreased 14%, while cargo volume was down 3%, at 8.9 million pounds
- c. OCTOBER 2021 TRANSPORTATION NETWORK STATISTICS. No staff report attached. Staff will update the Commission on TNC activity for the month of October 2021.
- d. OCTOBER 2021 PARKING STATISTICS. No staff report attached. Staff will present parking revenue data for the month of October 2021.

e. PROPOSED ART IN PUBLIC PLACES; REGIONAL INTERMODAL TRANSPORTATION CENTER. No staff report attached. Staff will present to the Commission a project outline and proposed art concept theme.

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

MONDAY, OCTOBER 18, 2021

A special meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:15 a.m., by Commissioner Brown.

1. ROLL CALL

Present: Commissioners Devine (via teleconference), Brown,

and Hampton (arrived at 8:16 a.m. via teleconference)

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive

Director; Anthony DeFrenza, Director of Engineering and Maintenance; Thomas Henderson, Director, Operations; Edward B. Skvarna, Airport Police Chief; Director, Public Safety; Tom Janowitz, Sr. Manager,

Ground Access

2. Approval of Agenda The agenda was approved as submitted.

3. Public Comment There were no public comments.

4. Approval of Minutes

a. September 20, 2021 Due to Commissioner Devine's absence from the

Committee meeting on September 20, 2021 and the lack of a quorum when the Committee meeting minutes were presented for approval, the September

20, 2021 Committee meeting minutes will be submitted for approval at the next Committee

meeting.

5. Items for Approval

a. Award of Professional Services
 Agreement –Taxiway C and
 Shoulders Rehabilitation
 Design (E21-01)

Staff sought a Committee recommendation to the Commission for approval of the following actions:

- Award a Professional Services Agreement for design and engineering services in the amount of \$199,997 to RDM, Inc.
- Approve a project budget for design management services for a not-to-exceed amount of \$20,000; and
- Approve a design contingency of \$10,000 to address changes in the scope of design and engineering services resulting from information developed as part of the initial design development.

Motion

Commissioner Devine (via teleconference) moved approval of Staff's recommendation, seconded by Commissioner Hampton (via teleconference).

Motion Approved

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

Award of Contract Amendment
 No. 3 - Airport Solution Line
 Service Agreement Common
 Use Passenger Processing
 System and Related Equipment

Staff sought a Committee recommendation to the Commission to approve Amendment No. 3 of the Airport Solution Line Service Agreement with SITA Information Networking Computing USA, Inc. for the software upgrade and partial hardware refresh of the Common Use Passenger Processing System at the Airport. The cost of the proposed Amendment is \$1,106,008 which will be fully reimbursed by the Airlines over a 12-month amortization period upon completion and acceptance of the project by the Authority.

Motion

Commissioner Devine (via teleconference) moved approval of Staff's recommendation, 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 (3-0).

c. Award of Amendments to Professional Services Agreements - Allied Universal Staff sought a Committee recommendation to the Commission to approve amendments to two Professional Service Agreements with Universal Protection Service LP dba Allied Universal. One Agreement is for airport security and traffic control services, and the other Agreement is for airport consumer item inspection services. The proposed amendments (i) address costs of the staffing related to the return of passenger activity during the continuing recovery from COVID-19; and (ii) extend the term of each Agreement by one year so that each Agreement will expire on October 31, 2022.

The cost for the proposed amendment for airport security and traffic control services is \$1,397,655. The cost of the proposed amendment for airport consumer item inspection services is \$174,895.

Motion Commissioner Devine (via teleconference) moved

approval of Staff's recommendation, seconded by Commissioner Hampton (via teleconference).

Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference.

The motion was approved (3-0).

d. Adjustments to Airport Parking Operations

Staff sought a Committee recommendation to the Commission to approve (i) reopening of Lot A and the Employee Parking Lot to accommodate the increased public parking demand, (ii) increase in staffing by SP+ to service the increase in parking activity; (iii) reinstatement of parking shuttles provided by MV Transportation on a month-to-month basis from these remote parking lots, and (iv) authorization

2022.

Motion Commissioner Hampton (via teleconference) moved

approval of Staff's recommendation, seconded by

for Staff to adjust parking rates, effective January 1,

Commissioner Devine (via teleconference).

Motion Approved There being no objection, a voice vote was taken to

accommodate those participating via teleconference.

The motion was approved (3-0).

6. Items for Information

a. Committee Pending Items Staff informed the Committee of future pending items

that will come to the Committee for review.

7. Adjournment There being no further business, the meeting

adjourned at 8:50 a.m.

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

MONDAY, SEPTEMBER 20, 2021

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 8:32 a.m., by Commissioner Brown.

1. ROLL CALL

Present: Commissioners Brown and Hampton (via

teleconference)

Absent: Commissioner Devine

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

Senior Deputy Executive Director; Ray Hunting, Manager, Airport Security; Tom Lenahan, Fire Chief, Airport Fire Department; Scott Kimball, Deputy

Executive Director, Business and Properties, SMS, Procurement and Operations; Anthony Defrenza,

Director of Engineering and Maintenance

2. Approval of AgendaThe agenda was approved as submitted.

3. Public Comment There were no public comments.

4. Approval of Minutes

a. August 16, 2021 Commissioner Hampton moved approval of the

minutes of the August 16, 2021, meeting seconded by Commissioner Brown. There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was

approved (2-0, 1 absent).

5. Items for Approval

a. Amendment No. 1 to
Inspection Services
Reimbursement Agreement
and Amendment No. 2 to
Professional Services
Agreement for Consumer
Goods Inspections

Staff sought a Committee recommendation to the Commission for approval of Amendment No. 1 to the Inspection Services Reimbursement Agreement between MCS Burbank LLC ("MCS"), HG Burbank JV ("Hudson"), and the Authority. MCS and Hudson have agreed to a revised cost-sharing formula for the security inspection of airport consumer goods. Under the proposed amendment, MCS and Hudson will split the cost equally for these services.

Staff also sought a recommendation to the Commission for approval of Amendment No. 2 to the Professional Services Agreement with Universal Protection Service

LLP dba Allied Universal for these inspection services. This amendment adds \$15,000 to cover the remainder of the contract term through October 31, 2021, bringing the total to \$128,568.

Motion

Commissioner Hampton (via teleconference) moved approval of Staff's recommendation, 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 (2-0, 1 absent).

b. First Amendment to Services
Agreement with the Regents of
the University of California, on
behalf of the UCLA Center for
Prehospital Care for EMT
Continuing Education and
Quality Improvement Care

Staff sought a Committee recommendation to the Commission for approval of a First Amendment ("Amendment") to the Services Agreement ("Agreement") with The Regents of the University of California, on behalf of the UCLA Center for Prehospital Care, for emergency medical technician continuing education and quality improvement care. The Amendment will extend the term of the Agreement by two years at a cost of \$24,245 per year with annual CPI adjustments starting in October 2022.

Motion

Commissioner Hampton (via teleconference) moved approval of Staff's recommendation, 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 (2-0, 1 absent).

c. Transit Station Access License Los Angeles County Metropolitan Transportation Authority Staff sought a Committee recommendation to the Commission for approval of a proposed Transit Station Access License with the Los Angeles County Metropolitan Transportation Authority ("Metro") for its Metro Micro rideshare service.

This program will provide additional public transit services for the Airport's passengers arriving to and from the Airport.

Motion

Commissioner Hampton (via teleconference) moved approval of Staff's recommendation, 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 (2-0, 1 absent).

d. First Extension Option
Airport Conveyance Equipment
Services Agreement - Elevators
Etc., LP

Staff sought a Committee recommendation to the Commission to authorize the execution of the first of two one-year extension options for the Airport Conveyance Equipment Services Agreement with Elevators Etc., LP. The proposed extension recommended has an effective date of December 1, 2021, through November 30, 2022. The annual cost for preventative maintenance will be increased by 4.0%, from \$78,594 to \$81,738. The hourly rates for on-call repair services will also increase by 4.0%.

Motion

Commissioner Hampton (via teleconference) moved approval of Staff's recommendation, 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 (2-0, 1 absent).

- 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 adjourned at 8:50 a.m.

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

MONDAY, OCTOBER 18, 2021

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:46 a.m., by Commissioner Selvidge.

1. ROLL CALL

Present: Commissioners Selvidge, Najarian (via

teleconference), Ovrom

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive

Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director,

Financial Services

Also present:

Louis Choi, Sr. Managing Director, Public Resources Advisory Group; Geoff Wheeler, Sr. Vice-President,

Ricondo & Associates, Inc.

2. Staff Announcement: AB 23 The Senior Deputy Executive Director announced

that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to

receive and shall be provided \$200.

3. Approval of Agenda Agenda was approved as presented.

4. Public Comment There were no public comments.

5. Approval of Minutes

a. October 4, 2021 Draft minutes for the October 4, 2021, Finance and

Administration Committee meeting were presented

for approval.

Motion Commissioner Ovrom moved approval of the

minutes, seconded by Commissioner Najarian.

Motion ApprovedThere being no objection, a voice vote was taken to

accommodate those Commissioners participating via teleconference. The motion was approved (3–0).

6. Treasurer's Report

a. July 2021

b. August 2021

Copies of the Treasurer's Reports for July 2021 and August 2021 were included in the agenda packet for the Committee's review.

Staff advised the Committee of a modification, commencing with the July Treasurer's report, that adds a separate line item to track Replacement Passenger Terminal expenditures.

Motion Commissioner Ovrom moved approval of the

minutes, seconded by Commissioner Najarian.

Motion Approved

There being no objection a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3–0) that it be forwarded to the Commission for note and file.

7. Items for Approval

a. Consent to Assignment –
 Development Ground Lease, Non-Exclusive Fuel License Agreement and Month-to-Month Space Lease – Mercury Air Centers - Burbank, Inc. dba Atlantic Aviation

Staff presented to the Committee for recommendation to the Commission to approve a Consent to Assignment for Development Ground Lease, Non-Exclusive Fuel License Agreement and Month-to-Month Space Lease with Mercury Air Centers - Burbank, Inc. dba Atlantic Aviation ("Tenant"), in which KKR Apple Bidco, LLC ("KKRAB") will acquire Tenant's outstanding stock.

Motion

Commissioner Najarian moved approval of the minutes, seconded by Commissioner Ovrom.

Motion Approved

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

8. Items for Discussion

a. Authority Financial Procedures (Continued)

Staff introduced Louis Choi, Sr. Managing Director, Public Resources Advisory Group, who gave a presentation on interim financing options regarding various financial procedures as ways to finance the Replacement Passenger Terminal, and available fund balances defining operating revenues.

Mr. Geoff Wheeler, Sr. Vice-President, Ricondo & Associates, Inc., was also introduced and commented on items noted in the presentation.

Commissioner Ovrom requested that Staff provide an organizational chart detailing a timeline of

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financial matters involved with the Replacement Passenger Terminal.

b. Replacement Passenger Terminal (RPT) Financing

Staff and the Committee continued further discussion on the possible procedures involved with the Replacement Passenger Terminal ("RPT").

Commissioner Ovrom requested that regular monthly reports be made to the Committee regarding the progress of the RPT. Commissioner Selvidge concurred.

9. Items for Information

a. Committee Pending Items

Staff reviewed with the Committee future pending items.

10. Adjournment

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

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

MONDAY, OCTOBER 18, 2021

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 10:45 a.m., by Commissioner Agajanian.

1. ROLL CALL

Present: Commissioners Agajanian, Williams and Gabel-Luddy

Absent: None

Also Present: Staff: Scott Kimball, Deputy Executive Director, Business

and Properties, SMS, Procurement and Operations;

Pamela Marcello, Senior Director, Government and Public

Affairs

Authority Counsel: Terence R. Boga of Richards,

Watson & Gershon

2. Staff Announcement: AB 23 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.

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

4. Public Comment There were no public speakers.

5. Approval of Minutes

a. October 4, 2021 Commissioner Williams moved approval of the minutes

of the October 4, 2021 meeting and October 13, 2021, special meeting seconded by Commissioner Gabel-Luddy.

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

6. Items for Information

b. October 13, 2021

a. Government Affairs Update Staff updated the Committee on federal, state, and local

government affairs pending issues.

b. Sustainable Aviation Fuel Staff updated the Committee on the

(SAF) Update

Staff updated the Committee on the implementation and use of SAF at the Hollywood Burbank Airport, and other potential steps being contemplated by other operators.

c. Committee Pending Items

Staff informed the Committee of future pending items that

will come to the Committee for review.

7. Closed Session

This item was cancelled.

- a. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION
 Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)):
 1 potential case. Facts and Circumstances: FAA Southern California Metroplex Project
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION (California Government Code Section 54956.9(d)(1))
 Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)
- 8. Adjournment

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

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

MONDAY, NOVEMBER 15, 2021

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 Commissioner Devine.

1. ROLL CALL

Present: Commissioners Devine (via teleconference), Brown,

Agajanian, Najarian (via teleconference), Gabel-Luddy (via teleconference), Selvidge (via teleconference), Ovrom, Williams, Hampton (via teleconference)

Absent: NONE

Also Present: Staff: Frank Miller, Executive Director, John Hatanaka,

Senior Deputy Executive Director; Edward B. Skvarna, Chief, Airport Police Department and Director, Public Safety; Anthony DeFrenza, Director, Engineering and

Maintenance; Thomas Henderson, Director,

Operations; Tom Janowitz, Senior Manager, Ground

Access

2. PLEDGE OF ALLEGIANCE Commissioner Williams led the Pledge of Allegiance.

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

4. PUBLIC COMMENTThe public was given the opportunity to voice their

concerns at this time.

5. CONSENT CALENDAR

Commissioner Ovrom requested that Item No. 5.g. Ratification of Amendment No. 3 to PSA with RS&H California, Inc., be removed from the Consent Calendar to be discussed as a separate issue.

- a. Committee Minutes (For Note and File)
 - 1) Finance and Administration Committee
 - (i) October 4, 2021 Approved minutes of the October 4, 2021, Finance and

Administration Committee meeting were included in

the agenda packet for information purposes.

- 2) Legal, Government and Environmental Affairs Committee
 - (i) October 4, 2021 Approved minutes of the October 4, 2021, Legal,

Government and Environmental Affairs Committee

meeting were included in the agenda packet for information purposes.

- b. Commission Minutes (For Approval)
 - 1) October 18, 2021

Draft minutes of the October 18, 2021, Commission meeting were included in the agenda packet for review and approval.

c. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings Included in the agenda packet was a report on AB 361 which enables local public agencies to continue to use teleconferencing without complying with certain Brown Act provisions in response to COVID-19. AB 361 states that, by majority vote, the Authority may agree that meeting in person would present imminent risks to the health or safety of attendees, and the meeting will be held via teleconference with the provision that the public will be given the opportunity to comment remotely as well.

This item will be updated and reported on monthly.

- d. Treasurer's Reports
 - 1) July 2021

At its meeting on October 18, 2021, the Finance and Administration Committee reviewed the July 2021 Treasurer's Report and voted unanimously (3–0) to accept the report and recommend to the Commission for note and file.

2) August 2021

At its meeting on October 18, 2021, the Finance and Administration Committee reviewed the August 2021 Treasurer's Report and voted unanimously (3–0) to accept the report and recommend to the Commission for note and file.

e. Auditor Required Communications for the FY 2021 Audits

At its meeting on October 4, 2021, the Finance and Administration Committee ("Committee") reviewed two auditor required communications: (1) a letter to the Commission outlining its basic audit responsibilities, and the planned scope and timing of the FY 2021 financial audits; and (2) an annual engagement letter which conforms to the Authority's professional services agreement with Macias, Gini and O'Connell for audit services. The Committee recommended that these communications be submitted to the Commission for note and file.

f. Consent of Assignment –
Development Ground Lease
Non-Exclusive Fuel License
Agreement and Month-to-Month
Space Lease – Mercury Air
Centers – Burbank Inc., dba
Atlantic Aviation

At its meeting on October 18, 2021, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a Consent of Assignment Development Ground Lease Non-Exclusive Fuel License Agreement and Month-to-Month Space Lease with Mercury Air Centers – Burbank, Inc., dba Atlantic Aviation.

The Tenant is a wholly owned subsidiary of Mercury Air Center. Due to a sale of stock, Tenant desires the Authority's consent of this sale and a waiver of the provisions prohibiting assignment or transfer of the Development Ground Lease and any similar provisions of the Non-Exclusive Fuel License Agreement and Month-to-Month Lease that prohibit assignment of those documents.

h. Community of Interest Letter to Los Angeles County Citizens Redistricting Commission A draft copy of a letter to be signed by Commission President Paula Devine and addressed to the Los Angeles Country County Citizens Redistricting Commission regarding the boundaries for the 2021 Los Angeles County supervisorial districts was included in the agenda packet. The letter emphasizes that the Tri-Cities of Burbank, Glendale, and Pasadena share social, economic and county service needs that will be best served if they continue to be represented in supervisorial district.

MOTION

Commissioner Williams moved approval of the Consent Calendar; 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 (9–0).

AYES:

Commissioners Devine (via teleconference), Gabel-Luddy (via teleconference), Williams, Agajanian, Brown, Selvidge (via teleconference), Najarian (via teleconference), Ovrom, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

5. CONSENT CALENDAR (Continued)

g. Ratification of Amendment No. 3 to Professional Services Agreement – RS&H California. Inc.

Staff presented for ratification by the Commission of the Executive Director's execution of Amendment No. 3 to the Professional Services Agreement with RS&H California, Inc. ("RS&H") to extend the period of performance by 10 months to August 31, 2022.

In 2018, the Commission approved the PSA with RS&H to assist the Federal Aviation Administration with the preparation of an Environmental Impact Statement for a replacement 14-gate passenger terminal building, aircraft parking apron and connector taxiways, and ground access and automobile parking.

Amendment No. 3 seeks to extend the term of the performance period and does not affect any other term or condition.

Commissioner Ovrom made statements regarding the omission in the staff report of the costs involved, concurred by Commissioner Hampton. Staff clarified that there would be no financial impact to the Authority.

MOTION

Commissioner Williams made a substitute motion to approve the item and have Staff return to the Commission with an update if there is a financial impact to the agreement; seconded by Commissioner Najarian.

MOTION APPROVED

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (7–2).

AYES: Commissioners Devine (via teleconference),

Gabel-Luddy (via teleconference), Williams, Agajanian, Brown, Selvidge (via teleconference), Najarian (via teleconference)

NOES: Commissioners Ovrom and Hampton

ABSENT: NONE

6. ITEMS FOR COMMISSION INFORMATION

Commissioner Devine requested that due to time constraints, Item No. 6 Items for Commission Information be postponed to the next scheduled meeting. Staff requested that Item No. 6.a. be presented since it involved presenting awards to recipients who were present at the meeting. Staff also indicated that if any Commissioners had questions of any of the additional items, staff would respond to them at the next meeting.

After consulting with the Commissioners, consensus was given that Item No. 6. Item for Commission Information b. Super Bowl LVI – Operational Preparedness and Potential Impacts, c. First Quarter FY 2022 – Financial Update, d. September 2021 Passenger and Air Cargo Statistics, e. September 2021 Transportation Network Companies, and f. September 2021 Parking Revenue Statistics, would be noted and filed.

a. Life Saving Award Presented by Airport Police Department

Staff presented Airport Life Saving awards to four Airport Police Officers who responded to an incident that occurred on August 16, 2021, in Terminal A. The recipients were: Transportation Security Officer Jeremy Keet, Airport Police Officer Sean McLaughlin, Airport Police Officer Edward Santos and Airport Fire Department Firefighter Vincent Sanchez.

7. CLOSED SESSION

The meeting convened to Closed Session at 10:15 a.m.

- a. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION
 Significant Exposure to Litigation (California Government Code Section
 54956.9(d)(2)): 1 potential case. Facts and Circumstances: FAA Southern
 California Metroplex Project
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION (California Government Code Section 54956.9(d)(1))
 Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

Meeting Reconvened to Open Session

The meeting reconvened to open session at 10:30 a.m., with 8 Commissioners present.

Closed Session Report

No reportable action taken on the presented items.

8. EXECUTIVE DIRECTOR COMMENTS

The Executive Director informed the Commission of a property being developed adjacent to the Airport called Burbank Aero Crossings. The Airport is in correspondence with the Burbank Community Development Planning Division in response to findings of the Sustainable Communities Environmental Assessment prepared by the City of Burbank in identifying certain corrections that would be needed to ensure the safety of all involved.

The Executive Director also presented information on the Bipartisan Infrastructure Framework bill that was recently passed by the U.S. House of Representatives as it relates to possible funding for Hollywood Burbank Airport.

Also presented was information gathered from the recent Annual Airports Council International North America Conference, which was attended by a few Commissioners and the Executive Director.

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

Commissioner Ovrom requested an update on the solar panels at the RITC on behalf of Commissioner Gabel Luddy who exited the meeting earlier. He indicated that Commissioner Gable Luddy requested to have the information placed on a future agenda.

	Commissioner Ovrom also requested information regarding the new PM at AECOM.
	Commissioner Devine thanked the callers who called in during Public Comment and reiterated that their concerns were being researched.
10. ADJOURNMENT	There being no further business, the meeting was adjourned at 10:41 a.m.
Paula Devine, President	Felicia Williams, Secretary
Date	Date

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY DECEMBER 13, 2021

AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS FOR TELECONFERENCE MEETINGS

Prepared by Terence R. Boga, Esq. Authority General Counsel

<u>SUMMARY</u>

Staff has placed this item on the agenda to give the Commission an opportunity to make the monthly findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

BACKGROUND

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. Those special rules expired on September 30, 2021.

On September 16, 2021, in anticipation of then-imminent expiration of his special rules for teleconference meetings, the Governor signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency makes two findings pursuant to Government Code Section 54953(e)(3). Like the special rules in the Governor's executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 special Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has "reconsidered" the circumstances of a declared state of

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FOR TELECONFERENCE MEETINGS
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emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body's members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and on a monthly basis thereafter. The Commission last made these findings on November 15, 2021.

The COVID-19 state of emergency declaration is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

RECOMMENDATION

Staff recommends that the Commission make the following findings so that meetings of the Commission and its standing committees will continue to be subject to the AB 361 special Brown Act requirements for teleconference meetings: (1) the Commission has reconsidered the circumstances of the COVID-19 state of emergency; and (2) state and local officials continue to recommend measures to promote social distancing.



December 13, 2021

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

Dear Commissioners:

The attached report, covering the month of September 2021, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

Vrej Agajanian Treasurer

Attachments



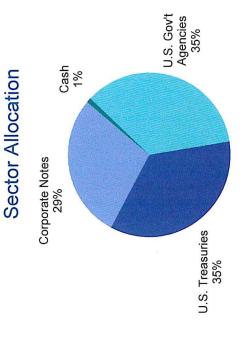
Operating Portfolio Investment Guidelines Conformance as of September 30, 2021

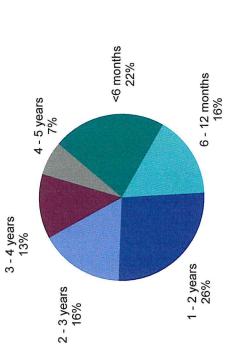
	Legal Max	Actual Max	Policy	Policy
	Maturity	Maturity	Maximum	Actual
U.S. Gov Agencies	5 Years	4.95 Years	%02	35%
Corporate Notes	5 Years	4.37 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	A/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	1%
U.S. Gov Securities (Treasuries)	5 Years	3.75 Years	No Limit	35%
Maturity Distribution			Sector Allocation	location
3 - 4 years 17%		O	Corporate Notes 35%	
2 - 3 years 17% 4 -	4 - 5 years 4%			Cash 1%
1-2 years 24%	<6 months 21%	! !		U.S. Gov't Agencies
		U. S Treasuries 29%	ries	35%
6 - 12 months 17%				



PFC Portfolio Investment Guidelines Conformance as of September 30, 2021

U.S. Gov Agencies 5 Years 4.95 Years 70% Corporate Notes 5 Years 4.37 Years 70% LAIF N/A N/A \$20 mil Bankers Acceptances 6 Months N/A 15% Negotiable Certificates of Deposit 5 Years N/A 15% Non-Negotiable Certificates of Deposit 5 Years N/A 15% Commercial Paper 270 Days N/A 15% Money Market Fund N/A 10% Money Market Fund N/A 10% U.S. Gov Securities (Treasuries) 5 Years N/A NO Limit		Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
5 Years 4.37 Years N/A N/A 6 Months N/A beposit 5 Years N/A es of Deposit 5 Years N/A 1 Year N/A 1 Year N/A N/A N/A Isuries) 5 Years 5 Years 3.75 Years	U.S. Gov Agencies	5 Years	4.95 Years	%02	35%
N/A N/A 6 Months N/A Deposit 5 Years N/A es of Deposit 5 Years N/A 270 Days N/A 1 Year N/A N/A N/A isuries) 5 Years 3.75 Years	Corporate Notes	5 Years	4.37 Years	30%	28%
6 Months N/A Deposit 5 Years N/A es of Deposit 5 Years N/A 270 Days N/A 1 Year N/A N/A N/A suries) 5 Years 3.75 Years	LAIF	N/A	N/A	\$20 mil	N/A
Deposit 5 Years N/A es of Deposit 5 Years N/A 270 Days N/A 1 Year N/A N/A N/A Isuries) 5 Years 3.75 Years	Bankers Acceptances	6 Months	A/N	15%	N/A
es of Deposit 5 Years N/A 270 Days N/A 1 Year N/A N/A N/A Isuries) 5 Years 3.75 Years	Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
270 Days N/A 1 Year N/A N/A N/A suries) 5 Years	Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
1 Year N/A N/A N/A SYears 3.75 Years	Commercial Paper	270 Days	N/A	15%	N/A
N/A N/A N/A (Treasuries) 5 Years	Repurchase Agreements	1 Year	N/A	10%	N/A
5 Years 3.75 Years	Money Market Fund	N/A	N/A	15%	1%
	U.S. Gov Securities (Treasuries)	5 Years	3.75 Years	No Limit	35%





Maturity Distribution

Date Princhase Type of Louising COUSIP COUNT Pair Purchase Maturity Eff. Mat Pair Purchase Maturity Eff. Mat Post Purchase Maturity Eff. Mat Post Purchase Type of Louising Invasion Preserve COUNTS (1872) Post (1872) S 18,534			Burban	k-Glendale	9-Pasaden Statem	ssadena Airport Authority Statement of Investments As of 09/30/21	uthority - C stments 21	Burbank-Glendale-Pasadena Airport Authority - Operating Account Statement of Investments As of 09/30/21	ount				
Investment	Purchase				Maturity	Eff. Mat.	Par	Purchase	Market	Unrealized		Days to	% Mkt
Columbia Instanty Reserves 0971 0377 0 000 0903027 1 0 05020 4 1,4 24,2 12 5 1,6 04,3 92 3 16,6 43 9 1,6 43,4 9 9 16,5 43,3 9 1 0,0 05,4 1 0 000% Pilezer inc 1 31304AbBG 1 877 1 172927 1 1,5 00,0 00 1 4,96 84 1 5,6 04,3 92 3 0,1 823 0 0,0 00 Pilezer inc 3 13304AbBG 2 870 1 172927 1 1,2 12 1 1,2 12 3 1,2 12	Date		CUSIP	Coupon	Date	Date	Value	Cost	Value	Gain/Loss		Eff. Mat.	Value
Pictural Hunde Loan Banks 3130Adb62 1375 1172821 115000.000 14,742.12 15,660.468 15,660.468 15,660.468 15,660.468 15,660.468 15,660.468 15,660.468 15,660.468 17,060.000 14,742.12 15,660.468 17,060.468 17,060.000 17,743.23 17,744.38 17,	09/30/21	Columbia Treasury Reserves	097101307	0.000	09/30/21		816,343	816,343		ا ج	0.00%	0	0.34%
Fine Inc. Typostology 2.200 17/19/12 12/19/21 12/19/22	12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	15,000,000	14,742,129	15,043,952	301,823	0.09%	09	6.36%
FMMA Benchmank Note 3135-GOSSB 2,000 011/4322 3,000 3,612-00 3,612-17 3,818-894 6,722 0.11% FHUA/D 3137-EADB 2,000 011/14322 1,000 3,612-00 1,212-40 6,712-3 0.11% Target Corporation 87612E-A2B 2,900 011/1422 1,000 1,221-34 1,515-40 (3,75) 0.37% Transary Note 9122E-BHB6 1,500 01/14/122 1,000 1,221-74 1,516-40 (3,75) 0.37% Microsoft Corporation 954918BAT 2,350 02/14/122 1,000 1,221-30 1,516-40 1,575-41 1,516-40 0.37% American Express Credit Corp 2,400 02/14/122 1,000 1,517-41 1,311-11 1,318-34 0.77% American Express Credit Corp 2,520 02/14/12 2,000 01/14/22 1,000 1,221-7 1,221-7 3,33 American Express Credit Corp 2,520 02/14/22 2,000 1,144 1,144 1,308 1,27 1,30	01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	1,500,000	1,498,845	1,506,045	7,200	0.26%	9/	0.64%
HANCE 3177EADBAR 2375 01/13/22	04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,818,924	6,752	0.11%	26	1.61%
Packed Chromation B7671EAZ9 2,900 0115122 0115122 1,300,000 1,329,214 1,309,644 (1,309,644 0,30%) Berkshire Hathwaye Finance Cop 046570BF4 3,400 01151122 0115122 2,460,000 1,521,420 (3,754) 0,37% Pacificop 695114CP1 2,950 02101122 2,600,000 1,232,497 3,497 0,70% Pacificop 695114CP1 2,950 02101122 02101122 1,200,000 1,390,136 1,311,116 1,390 0,37% Maicrosoft Corporation 695114CP1 2,950 02101122 0,000,000 1,390,136 1,311,116 1,390 0,27% Maicrosoft Corporation 2,548P-C11 2,550 0,217022 0,217022 1,300,000 1,390,136 1,311,116 1,390 0,27% Maicrosoft Corporation 2,548P-C11 2,550 0,217022 0,300,000 1,390,136 1,311,116 1,390 0,27% Maicrosoft Corporation 0,548P-C11 2,550 0,4017122 0,400,000 1,390,136 1,311,116 0,27% 0,000,136 1,390,130 1,390,136 1,390,130 1,39	06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,178,381	4,888	0.09%	105	3.46%
Berkshire Hathwary Finance Copp 044705R4 3.400 01/31/22 0	06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	1,300,000	1,329,214	1,309,854	(19,360)	0.30%	107	0.55%
Pacific Cup	08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,515,420	(6,375)	0.31%	123	0.64%
Peacificop 69514021 2,305,0 0201122 0201022 1,000,000 991,823 1,002,040 1,037,94 1,037,04 1,037,04 Microsoff Corporation 5944018BA1 2,375 02/15/22 02/15/22 1,205,000 1,394,101 1,230,406 0.77% American Express Credit Corp 256468PCT1 2,550 03/15/22 03/0000 1,394,104 1,310,595 (30,446) 0.77% PHILE 25680PCTT 2,550 03/15/22 03/0000 1,394,104 1,310,595 (30,446) 0.77% PRAT Corp 05580PCT 2,500 03/03/22 2,000,000 1,394,104 1,316,595 (30,446) 0.77% Pederal National Mortgage Association 3135G0T45 1,875 04/01/22 04/05/22 1,500,000 1,241,260 1,316,586 0.7464 0.77% Pederal National Mortgage Association 3135G0T45 1,875 04/05/22 04/05/22 1,200,000 1,241,260 1,316,586 0.7464 0.778 Trassury Note 1,275 04/05/22 04/05/22 04/05/	02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,461,686	75,041	0.07%	123	1.04%
Microsoft Corporation 594918BA1 2.375 02/12/22 02/12/25 1,195,000 1,199,000 1,222,497 33,497 0.70% Walt Disnay Co 25468BPCT1 2,500 02/15/22 02/15/22 1,300,000 1,311,11 1,310,158 1,344,48 0.70% FHLB Description 0256MIDCEGO 2,500 03/11/22 03/11/22 1,300,000 1,341,44 1,310,586 0.4448 0.70% FHLB Description 31376CRO 2,250 03/11/22 03/11/22 1,341,44 1,310,586 0.11% BBRAT Company 05531FAXT 1,875 04/01/22 04/01/22 1,500,000 1,469,100 1,204,49 0.11% Apple Inc. 037833CAT 1,875 04/01/22 04/01/22 1,500,000 1,241,501 1,261,692 2,231 0.08% Apple Inc. 037833CAT 1,875 04/01/22 06/01/22 1,500,000 1,241,501 1,269,48 0.07% Clastopillar Financial Sarvices 1,481,48 0,600,102 06/01/22	08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	1,000,000	991,823	1,002,040	10,217	2.33%	124	0.42%
Walk District Cop 25468PC71 2.56 02745022 1,300,000 1,309,135 1,310,136 1,310,115 1,980 0.27% American Express Credit Copp 02580MECPO 2.70 0370,322 1,300,000 1,300,136 1,310,583 0 1,516,645 0.70% 0.07% Federal Mational Multipage Association 3736G747 1,875 0401/122 0401/122 1,500,000 1,523,109 1,516,645 7,464 0.67% Federal Mational Multipage Association 3736G747 1,875 0401/122 0405000 1,523,109 1,516,645 7,464 0.67% Federal Mational Multipage Association 3736G747 1,875 0401/122 0407022 1,500,000 1,523,109 1,516,645 7,464 0.67% Apple inc 1000 07333C07 1,375 04401/122 0,475,000 1,241,200 1,216,400 0,07% Apple inc 1000 07333C07 1,375 04401/122 0,475,000 1,241,700 1,216,400 0,07% Apple inc 1000 1,300 1,300 0,471/	11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,232,497	33,497	0.70%	135	0.52%
American Express Credit Corp Q2580MEGGO 2.700 9309322 1341,041 1,310,955 (30,446) 0.78% FHLB FHLB 313378CRO 2.250 931/1/22 2400000 4,969,440 4,098,280 (20,660) 0.71% Federal National Mortgage Association 3135GOT45 1.875 04/01/22 24/01/22 9,301,015 1,516,645 7,444 0.67% Federal National Mortgage Association 3135GOT45 1.875 04/01/22 04/01/22 9,301,015 1,516,645 7,444 0.67% Federal National Mortgage Association 3135GOT45 1.875 04/01/22 04/01/22 1,500,000 1,501,669 1,516,645 7,444 0.07% Appel Inc 037833COT 1.875 04/01/22 04/01/22 1,500,000 1,241,250 1,262,360 1,600,000 1,600,000 1,500,000 1,500,000 1,500,900 1,600,000 1,500,000 1,500,000 1,500,900 1,500,900 1,500,900 1,500,900 1,500,900 1,500,900 1,500,900 1,500,900 1,500,900 1,500,900 1,500,900 <td>02/21/17</td> <td>Walt Disney Co</td> <td>25468PCT1</td> <td>2.550</td> <td>02/15/22</td> <td>02/15/22</td> <td>1,300,000</td> <td>1,309,135</td> <td>1,311,115</td> <td>1,980</td> <td>0.27%</td> <td>138</td> <td>0.55%</td>	02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,300,000	1,309,135	1,311,115	1,980	0.27%	138	0.55%
FHLB 31373CRO 2.250 031/11/22 4,000,000 4,058,140 4,038,280 (20,880) 0.11% BBRT Corp Corp 05531FAX1 2.750 04/10/12 1,523,109 1,515,645 7,6480 0.11% Eederal Mational Mortgage Association 3136G0T45 1.875 04/30/12 04/30/12 1,500,000 1,523,109 1,515,645 27,568 0.08% Teederal Mational Mortgage Association 3136G0T45 1.875 04/30/12 04/30/12 1,500,000 1,523,109 1,515,645 27,567 0.08% Apple Inc 037833CG1 2.80 06/17/12 04/30/12 1,500,000 1,241,260 1,241,260 2,2560 0.08% Apple Inc 43170R6BG 2.80 06/17/12 1,500,000 1,241,260 1,226,386 2,020 0.08% Cisco Systems Inc 17275RAV4 3.000 06/15/12 1,200,000 1,241,260 1,226,386 1,226,386 1,226,00 0.23% Tressury Note 912282RXd8 2.00 06/15/12 06/15/12 1,200,000 <td>09/25/20</td> <td>American Express Credit Corp</td> <td>0258M0EG0</td> <td>2.700</td> <td>03/03/22</td> <td>03/03/22</td> <td>1,300,000</td> <td>1,341,041</td> <td>1,310,595</td> <td>(30,446)</td> <td>0.78%</td> <td>154</td> <td>0.55%</td>	09/25/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	1,300,000	1,341,041	1,310,595	(30,446)	0.78%	154	0.55%
PBRAT Corp 05531FAX1 2.750 04/01/22 1,500,000 1,553,108 1,515,645 7,4644 0.67% Teederal National Mortgage Association 3135GOT45 1,875 04/01/22 2,500,000 1,553,105 1,515,645 7,464 0.67% Teederal National Mortgage Association 3135GOT45 1,875 04/3022 2,475,000 8,376,684 3,776,884 7,275,600 0.67% Apple Inc 037833CQT 2,300 05/11/22 04/3022 1,200,000 1,241,250 1,203,600 2,231 0.56% Apple Inc 437076BG6 2,625 06/01/22 06/01/22 1,200,000 1,241,250 1,203,600 0.49% Cateopliar Financial Services 14330AA7 2,400 06/05/22 1,200,000 1,214,701 1,216,332 2,231 0.56% Cateopliar Financial Services 14330AA7 2,400 06/05/22 06/01/22 1,200,000 1,214,701 1,216,332 2,231 0.56% Cateopliar Financial Services 1,240,000 1,214,701 1,215,300 1,214,701 1,21	09/28/17	FHLB	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,038,280	(20,860)	0.11%	162	1.71%
Federal National Mortgage Association 3135G0T45 1875 04405i22 8,300,000 8,166,654 8,376,858 210,204 0.07% Treasury Note O1782BORD Sociation 3135G0T45 1875 04405i22 9,301,015 9,574,858 210,204 0.07% Appel Inc O37833CAT 1875 0430022 04475,000 1,241,701 1,214,701 1,214,302 22,560 0.49% Appel Inc 437076BGS 2.65 066/1/12 61/10,22 1,500,000 1,214,701 1,214,301 1,214,301 0.04% Cisco Systems Inc 17275RAV4 3.000 06/15/22 1,500,000 1,214,416 1,223,496 1,523,60 1,200,000 Treasury Note 91282RAVB 2.00 0711/12 1,200,000 1,214,416 1,223,496 1,308 0.20% Ohn Deer Capital Corp 17275RAV4 3.000 0711/12 1,200,000 1,214,416 1,223,496 1,308 0.20% Ohn Deer Capital Corp 2422ETV1 2.150 09/1/12 1,200,000 1,214,483 1,223,496	04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,500,000	1,523,109	1,515,645	(7,464)	0.67%	183	0.64%
Treasury Note 912828X47 1.875 04/30/22 9,475,000 9,301,015 9,374,552 273,567 0.08% Apple Inc 307833CQ1 2.300 05/11/22 65/11/22 1,260,000 1,241,260 1,263,369 22,301 0.648% Apple Inc 43706BG6 2.620 06/11/22 1,260,000 1,241,260 1,263,369 2,231 0.648% Clsco Systems Inc 17275RAV4 3.000 06/15/22 06/11/22 1,200,000 1,241,261 1,223,466 13,080 0.23% Clsco Systems Inc 17275RAV4 3.000 06/15/22 06/15/22 1,200,000 1,210,416 1,223,466 13,080 0.23% Treasury Note 17275RAV4 3.000 06/15/22 06/15/22 1,200,000 1,210,416 1,223,466 13,080 0.23% Duni Deter & Gamble Company 2.150 09/11/22 09/11/22 1,200,000 1,210,460 1,283,466 5,534 0.09% John Deer Capital Corp 2422ETV1 2.150 09/11/22 1,200,000 <td>05/18/17</td> <td>Federal National Mortgage Associatio</td> <td>in 3135G0T45</td> <td>1.875</td> <td>04/05/22</td> <td>04/05/22</td> <td>8,300,000</td> <td>8,166,654</td> <td>8,376,858</td> <td>210,204</td> <td>0.07%</td> <td>187</td> <td>3.54%</td>	05/18/17	Federal National Mortgage Associatio	in 3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,376,858	210,204	0.07%	187	3.54%
Apple Inc G37383CQ1 2.300 G571122 1,260,000 1,241,250 1,253,850 22,600 0.49% Home Depot Inc 437076BG6 2,625 06/01/122 1,260,000 1,214,701 1,216,332 2,231 0.66% Caterpillar Financial Services 14913QAA7 2,400 06/06/122 06/15/122 1,200,000 1,204,416 1,223,496 13,080 0.23% Treasury Note 91282RX08 2,000 07/11/12 08/11/12 1,200,000 1,204,46 1,203,496 13,080 0.23% Procter & Gamble Company 742718EU9 2,150 08/11/12 1,200,000 1,204,46 1,203,46 1,308 0.23% Burlington Northern Santa Fe LLC 12189LAL5 3,050 09/11/12 08/11/12 1,200,000 1,214,38 1,223,46 1,308 0.23% John Deere Capital Corp 2442ETV1 2,150 09/11/12 09/11/12 1,200,000 1,214,38 1,223,46 1,308 0.23% John Deere Capital Corp 2442ETV1 2,150 09/11/1	01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,574,582	273,567	0.08%	212	4.05%
Horne Depot Inc 437078BG6 2.625 06/01/22 1,200,000 1,214,701 1,216,932 2,231 0.56% Castepillar Financial Services 14930AA7 2,400 06/06/22 1,500,000 1,214,701 1,216,932 2,231 0.56% Cisco Systems Inc 17275RAV4 3.000 06/16/22 06/06/22 1,500,000 1,213,486 1,223,496 1,809, 0.03% Treasury Note 312828XO8 2.000 07/31/22 0,600 1,200,000 1,223,496 1,209,075 0.03% Procter & Gamble Company 742718EU9 2.150 08/11/22 0,731/22 1,200,000 1,214,382 1,223,496 1,209,075 0.03% Burlington Northern Santa Fe LLC 12189LAL5 3.050 09/11/22 0,700,000 1,211,382 11,250 0.09% John Deere Capital Corp 2422ETV1 2.150 09/10/22 1,500,000 1,246,768 1,528,46 5,54 0.20% National Mortigae 589331AT4 2.400 09/16/22 1,500,000 1,460,768 <	05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,263,850	22,600	0.49%	223	0.53%
Caterpillar Financial Sewices 14913QAA7 2.400 06/06/22 1,500,000 1,503,869 1,522,560 18,691 0.20% Cisco Systems inc 17275RAV4 3.000 06/16/22 1,200,000 1,210,416 1,223,466 13,080 0.23% Procter Sombiel Company 742718EU9 2.150 08/11/122 1,276,000 1,210,416 1,223,466 1,308 0.23% Procter & Gamble Company 742718EU9 2.150 08/11/122 1,276,000 1,210,416 1,226,426 5,534 0.20% Dulington Northern Sample Company 7427ELV 2.150 09/11/122 1,276,000 1,211,382 1,222,632 1,209 John Deere Capital Corp 24422ETV1 2.160 09/16/22 1,500,000 1,241,382 1,222,632 1,747 0.14% Merck & Co Inc 893331AT4 2.400 09/15/22 1,500,000 1,448,385 1,523,505 7,517 0.14% National Rural Utilities Coop 63743HEQ1 2.300 09/15/22 1,500,000 1,448,386 1,514	10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	1,200,000	1,214,701	1,216,932	2,231	0.56%	244	0.51%
Cisco Systems Inc 17275RAV4 3.000 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 06/15/22 07/06/87 1,220,406 1,223,496 13,080 0.23% Procter & Gamble Company 742/18EU9 2.150 08/11/22 08/11/22 1,200,000 1,210,382 0.006,615 299,728 0.00% John Deere Capital Corp 24422ETV1 2.150 09/01/22 09/01/22 1,500,000 1,448,385 1,526,245 67,477 0.14% Merck & Co Inc 589331474 2.400 09/15/22 1,500,000 1,448,385 1,528,446 5,534 0.20% National Nutrities Coop 63743HEQ1 2.300 09/15/22 09/15/20 1,000,000 1,448,385 1,528,45 67,477 0.14% National Mortigae 8.200 09/15/22 09/15/22 09/15/20 09/15/20 09/15/20 09/15/20 09/15/20 <td>09/25/17</td> <td>Caterpillar Financial Services</td> <td>14913QAA7</td> <td>2.400</td> <td>06/06/22</td> <td>06/06/22</td> <td>1,500,000</td> <td>1,503,869</td> <td>1,522,560</td> <td>18,691</td> <td>0.20%</td> <td>249</td> <td>0.64%</td>	09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,500,000	1,503,869	1,522,560	18,691	0.20%	249	0.64%
Treasury Note 912828XQ8 2.000 07/31/22 07/31/22 9,850,000 9,706,887 10,006,615 299,728 0.09% Procter & Gamble Company 742718EU9 2.150 08/11/22 08/11/22 1,275,000 1,290,912 1,296,446 5,534 0.20% Burlington Northern Santa Fe LLC 12189LAL5 3.050 09/01/22 09/01/22 1,200,000 1,213,382 1,226,43 6,534 0.20% John Deere Capital Corp 24422ETV1 2.150 09/01/22 09/01/22 1,500,000 1,448,385 1,523,605 0.7477 0.14% Merck & Co Inc 589331AT4 2.400 09/15/22 09/15/22 1,500,000 1,448,385 1,523,605 0.7547 0.14% National Rural Utilities Coop 9128262W9 1.875 09/15/22 09/15/20 1,600,000 1,448,385 1,617,481 0.754 0.754 National Rural Utilities Coop 9128262W9 1.875 09/15/22 09/15/22 09/15/22 1,600,000 1,448,385 1,754 1,744 1,748	02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,223,496	13,080	0.23%	258	0.52%
Procter & Gamble Company 742718EU9 2.150 08/11/22 08/11/23 08/11/22 08/15/2	08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,887	10,006,615	299,728	0.09%	304	4.23%
Burlington Northern Santa Fe LLC 12189LAL5 3.050 09/01/22 09/01/22 1,200,000 1,211,382 1,225,632 11,250 0.98% John Deere Capital Corp 24422ETV1 2.150 09/08/22 09/08/22 1,500,000 1,460,768 1,528,245 67,477 0.14% Merck & Co Inc 589331AT4 2.400 09/15/22 09/15/22 1,500,000 1,448,385 1,523,505 75,120 0.76% National Rural Utilities Coop 63743HEQ.1 2.300 09/15/22 09/15/22 1,000,000 995,980 1,018,610 22,630 0.76% Treasury Note 9128282W9 1.875 09/30/22 09/15/22 4,500,000 4,543,965 4,586,850 42,885 0.10% FNMA 3135GOT78 2.000 10/05/22 10/05/22 4,500,000 2,049,573 2,127,490 77,917 0.10% Federal National Mortgage Association 3135GOT94 2.375 01/11/23 01/11/23 2,050,000 2,049,573 2,127,490 77,917 0.10% Treasury Note	11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	1,275,000	1,290,912	1,296,446	5,534	0.20%	315	0.55%
John Deere Capital Corp 24422ETV1 2.150 09/08/22 09/08/22 1,500,000 1,460,768 1,528,245 67,477 0.14% Merck & Co Inc 589331AT4 2.400 09/15/22 09/15/22 1,500,000 1,448,385 1,523,505 75,120 0.76% National Rural Utilities Coop 63743HEQ1 2.300 09/15/22 09/15/22 1,000,000 995,980 1,018,610 22,630 0.76% Treasury Note 9128282W9 1.875 09/30/22 09/30/22 9,125,000 9,098,667 9,286,148 187,481 0.11% FNIMA 3135G0T78 2.000 10/05/22 10/05/22 4,500,000 2,049,573 2,127,490 77,917 0.10% Federal National Mortgage Association 3135G0T94 2.375 01/11/23 01/11/23 2,050,000 2,049,573 2,127,490 77,917 0.22% JP Morgan Chase & CO 46625HJH4 3.200 01/15/23 01/15/23 01/15/23 2,050,000 2,049,573 2,127,941 50,051 0.377,890 2,127,941	02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	1,200,000	1,211,382	1,222,632	11,250	0.98%	336	0.52%
Merck & Co Inc 588331AT4 2.400 09/15/22 0,1500,000 1,448,385 1,523,505 75,120 0.76% National Rural Utilities Coop 63743HEQ1 2.300 09/15/22 09/15/22 1,000,000 995,980 1,018,610 22,630 0.35% Treasury Note 9128282W9 1.875 09/30/22 09/30/22 9,125,000 9,098,667 9,286,148 187,481 0.11% FNMA 3135G0T78 2.000 10/05/22 1/005/22 4,500,000 4,543,965 4,586,850 42,885 0.10% Bank of America Corp 06051GEU9 3.300 01/11/23 2,050,000 2,049,573 2,127,490 77,917 0.34% Federal National Mortgage Association 3135G0T94 2.375 01/19/23 4,800,000 2,049,573 2,127,490 77,917 0.34% I reasury Note 9128283U2 2.375 01/19/23 1/1365,000 2,049,573 2,127,490 77,91 0.31% Unitedhealth Group Inc 91324PBZ4 2.750 02/15/23 01/31/23 1,	01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,500,000	1,460,768	1,528,245	67,477	0.14%	343	0.65%
National Rural Utilities Coop 63743HEQ1 2.300 0915/22 09/15/22 1,000,000 995,980 1,018,610 22,630 0.35% Treasury Note 9128282W9 1.875 09/30/22 09/30/22 9,125,000 9,098,667 9,286,148 187,481 0.11% FNMA 3135G0T78 2.000 10/05/22 10/05/22 4,500,000 4,543,965 4,586,850 42,885 0.10% Bank of America Corp 06051GEU9 3.300 01/11/23 0,11/10/23 2,050,000 2,049,573 2,127,490 77,917 0.34% Federal National Mortgage Association 3135G0T94 2.375 01/19/23 0/175/23 2,050,000 2,049,573 2,127,490 77,917 0.32% JP Morgan Chase & CO 46625HJH4 3.200 01/25/23 0/1/31/23 4,200,000 2,049,573 2,127,941 50,051 0.31% Unitedhealth Group Inc 91324PBZ4 2.750 02/15/23 0/1/31/23 1,365,000 1,344,486 1,402,237 31,166 0.75% Pepsico Inc	05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,523,505	75,120	0.76%	350	0.64%
Treasury Note 9128282W9 1.875 09/30/22 09/35/22 9,125,000 9,098,667 9,286,148 187,481 0.11% FNMA 3135G0T78 2.000 10/05/22 10/05/22 4,500,000 4,543,965 4,586,850 42,885 0.10% Bank of America Corp 06051GEU9 3.300 01/11/23 10/11/23 2,050,000 2,049,573 2,127,490 77,917 0.34% Federal National Mortgage Association 3135G0T94 2.375 01/19/23 01/19/23 4,900,000 4,919,052 4,934,784 15,732 0.22% JP Morgan Chase & CO 46625HJH4 3.200 01/25/23 01/25/03 2,050,000 2,049,573 2,127,941 50,051 0.31% Treasury Note 91324PBZ4 2.750 02/15/23 01/31/23 1,365,000 1,344,486 1,402,237 31,166 0.75% Pepsico Inc 71348CG1 2.750 03/01/23 03/01/23 03/01/23 03/01/23 03/01/23 03/01/23 03/01/23 050,000 07,104,980 7,125,096	09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	1,018,610	22,630	0.35%	320	0.43%
FNMA Bank of America Corp 60651GEU9 3.300 10/105/22 10/05/22 4,500,000 4,543,965 4,586,850 42,885 0.10% Bank of America Corp 606051GEU9 3.300 10/11/23 10/11/23 10/11/23 10/11/23 2,050,000 2,049,573 2,127,490 77,917 0.34% Federal National Mortgage Association 3135G0T94 2.375 10/11/23 10/11/23 10/11/23 2,050,000 2,049,573 2,127,490 77,917 0.32% 10.22% JP Morgan Chase & CO 4,919,052 4,934,784 15,732 0.22% JP Morgan Chase & CO 9128283U2 2.375 10/131/23 10/	10/03/17	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,286,148	187,481	0.11%	365	3.92%
Bank of America Corp 06051GEU9 3.300 01/11/23 0.1/11/23 2,050,000 2,049,573 2,127,490 77,917 0.34% Federal National Mortgage Association 3135GOT94 2.375 01/19/23 01/19/23 4,800,000 4,919,052 4,934,784 15,732 0.22% JP Morgan Chase & CO 46625HJH4 3.200 01/25/23 01/25/23 2,050,000 2,077,890 2,127,941 50,051 0.31% Treasury Note 9128283U2 2.375 01/31/23 01/31/23 4,200,000 4,309,594 4,324,194 14,600 0.16% Unitedhealth Group Inc 91324PBZ4 2.750 02/15/23 02/15/23 1,300,000 1,371,071 1,402,237 31,166 0.75% Pepsico Inc 71348CG1 2.750 03/01/23 03/01/23 6,850,000 7,104,980 7,125,096 20,116 0.21%	09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	4,500,000	4,543,965	4,586,850	42,885	0.10%	370	1.94%
Federal National Mortgage Association 3135G0T94 2.375 01/19/23 01/19/23 4,800,000 4,919,052 4,934,784 15,732 0.22% JP Morgan Chase & CO 46625HJH4 3.200 01/25/23 01/25/23 2,050,000 2,077,890 2,127,941 50,051 0.31% Treasury Note 9128283U2 2.375 01/31/23 01/31/23 4,200,000 4,309,594 4,324,194 14,600 0.16% Unitedhealth Group Inc 91324PBZ4 2.750 02/15/23 02/15/23 1,365,000 1,371,071 1,402,237 31,166 0.75% Pepsico Inc 71348CG1 2.750 03/01/23 03/01/23 1,300,000 1,344,486 1,345,968 1,482 0.25% Treasury Note 9128284L1 2.750 04/30/23 6,850,000 7,104,980 7,125,096 20,116 0.21%	07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	2,050,000	2,049,573	2,127,490	77,917	0.34%	468	%06.0
JP Morgan Chase & CO 46625HJH4 3.200 01/25/23 01/25/23 2,050,000 2,077,890 2,127,941 50,051 0.31% Treasury Note 9128283U2 2.375 01/31/23 01/31/23 4,200,000 4,309,594 4,324,194 14,600 0.16% Unitedhealth Group Inc 91324PBZ4 2.750 02/15/23 02/15/23 1,365,000 1,374,071 1,402,237 31,166 0.75% Pepsico Inc 713448CG1 2.750 03/01/23 03/01/23 1,300,000 1,344,486 1,345,968 1,482 0.25% Treasury Note 9128284L1 2.750 04/30/23 6,850,000 7,104,980 7,125,096 20,116 0.21%	09/26/19	Federal National Mortgage Associatio	n 3135G0T94	2.375	01/19/23	01/19/23	4,800,000	4,919,052	4,934,784	15,732	0.22%	476	2.09%
Treasury Note 9128283U2 2.375 01/31/23 01/31/23 4,200,000 4,309,594 4,324,194 14,600 0.16% Unitedhealth Group Inc 91324PBZ4 2.750 02/15/23 02/15/23 1,365,000 1,371,071 1,402,237 31,166 0.75% Pepsico Inc 713448CG1 2.750 03/01/23 03/01/23 1,300,000 1,344,486 1,345,968 1,482 0.25% Treasury Note 9128284L1 2.750 04/30/23 6,850,000 7,104,980 7,125,096 20,116 0.21%	03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	2,050,000	2,077,890	2,127,941	50,051	0.31%	482	0.90%
Unitedhealth Group Inc 91324PBZ4 2.750 02/15/23 1,365,000 1,371,071 1,402,237 31,166 0.75% Pepsico Inc 713448CG1 2.750 03/01/23 03/01/23 1,300,000 1,344,486 1,345,968 1,482 0.25% Treasury Note 9128284L1 2.750 04/30/23 6,850,000 7,104,980 7,125,096 20,116 0.21%	10/31/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	4,200,000	4,309,594	4,324,194	14,600	0.16%	488	1.83%
Pepsico Inc 713448CG1 2.750 03/01/23 03/01/23 1,300,000 1,344,486 1,345,968 1,482 0.25% Treasury Note 9128284L1 2.750 04/30/23 6,850,000 7,104,980 7,125,096 20,116 0.21%	03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,365,000	1,371,071	1,402,237	31,166	0.75%	203	0.59%
Treasury Note 9128284L1 2.750 04/30/23 04/30/23 6,850,000 7,104,980 7,125,096 20,116 0.21%	10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	03/01/23	1,300,000	1,344,486	1,345,968	1,482	0.25%	517	0.57%
	12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,980	7,125,096	20,116	0.21%	222	3.01%

	-		Statement of Investments As of 09/30/21										
Public Service Belant And Seas (2004) And Seasons (2004) And Seaso	Purchase Date		CUSIP	Coupon	➣	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to	% Mkt
Simon Property Genetic And Gass 74450DBCS 2.375 G61/6122 1,126,000 1,126,677 1,126,677 3 0637 3 0637 Federal Home Lean Mindage Corp 3137EABS 2.750 0640122 6617622 1,126,000 1,234,086 1,1280,783 66677 1,038 Federal Home Lean Mindage Corp 3137EABS 2.750 0640122 66170 5,246,000 5,748,000 5,748,000 5,748,000 5,748,000 3,747,000 2,748,000 3,747,000 3,748,000 3,747,000 3,747,000	11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	1,500,000	1,572,790	1,546,065	(26,725)	0.72%	592	0.65%
Simon Property Group LP S28807D06 2750 0601023 1,550,000 1,234,466 1,200,776 5,667 07.89 1,725246 1,200,776 1,725446 1,200,776 1,725446 1,200,776 1,725444 1,725444	06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,878	1,155,971	30,093	0.67%	592	0.49%
Federal Home Loam Mortgage Cop 313TE/ARINS 2.750 061/9223 6,250,000 6,718,056 6,518,050 6,518,050 6,518,050 6,518,050 6,518,050 6,518,050 6,518,050 6,518,050 6,258,000 7,228,000 7,228 0,258,000 7,728,000 </td <td>02/04/19</td> <td>Simon Property Group LP</td> <td>828807DD6</td> <td>2.750</td> <td>06/01/23</td> <td>06/01/23</td> <td>1,250,000</td> <td>1,234,086</td> <td>1,290,763</td> <td>56,677</td> <td>0.78%</td> <td>609</td> <td>0.55%</td>	02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,290,763	56,677	0.78%	609	0.55%
FMMA 313450U43 2.875 0917223 0917223 5,050,000 5,266,103 5,303,308 7,205 0.299, Treesury Note 9122265D8 2.875 0917223 2,000,000 2,074,003 2,179,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 2,775,000 1,729,303 1,770,000 1,729,303 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,729,303 1,770,000 1,770,000 1,770,000 1,729,303 1,770,000	05/05/20	Federal Home Loan Mortgage Corp	3137EAEN5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,518,250	(199,806)	0.25%	627	2.75%
Treasury Note 91282856P 2.875 9930223 6,775,000 7,06,500 7,143,30 5,743 0.39% Treasury Note 9128286P1 2.875 1130223 11,3229 3,200,000 2,471,960 3,776,000 (10,409) 0.39% Clitbank NA 17225AS 3,650 01722A2 1,000,000 2,471,960 3,776,000 (10,409) 0.378,000 0.01720A2 1,000,000 2,471,960 1,373,700 0.69% Meller Inc Concast Corporation 2,003NCRN 3,700 0,4152A 4,000,000 1,723,864 1,720,866 1,723,874 1,720,866	01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,303,308	7,205	0.29%	712	2.24%
Treasury Note 9128285H 2.875 11/3023 11/3022 3.200,000 3.47,009 9.37,600 (10,909) 0.33% Clitbank NA Treasury Note 91225FAST 2.850 017224 11/30224 1,000,000 2.07,1463 2.17,157 6.1867 0.63% Mellie Incorp Comcast Corporation 5815RBHO 3.650 047/024 1,000,000 1,738,438 1,718,168 (20,717) 0.63% Mellie Incorp Comcast Corporation 6915RBHO 3.00 047/024 1,600,000 1,738,438 1,719,168 (20,717) 0.63% Basis College Corporation 6915RBHO 3.00 07726/24 1,600,000 1,732,438 1,719,168 (20,717) 0.63% Basis College Corporation 10010000 1,710,000 </td <td>07/31/19</td> <td>Treasury Note</td> <td>9128285D8</td> <td>2.875</td> <td>09/30/23</td> <td>09/30/23</td> <td>6,775,000</td> <td>7,065,870</td> <td>7,123,303</td> <td>57,433</td> <td>0.30%</td> <td>730</td> <td>3.01%</td>	07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	7,123,303	57,433	0.30%	730	3.01%
Otherwise Accordance Acco	03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,376,000	(103,090)	0.33%	791	1.43%
BMCORD 458200HUB 3.825 C21/12/24 C1/12/24 1400.000 1,521,590 1448,420 (23.17) 0.63% Mediffe Incomast Corporation 2030NGRB 3.800 04/10/24 04/10/24 1400.000 1,732,439 1,710,608 (21.16) 0.63% Bank of New York Mellon Corp 06406HCV9 3.400 05/15/24 05/15/24 1,600,000 1,732,439 1,710,608 (21.831) 0.74% Bistol-Meyers Squibb Co 110122CMB 2.300 07/15/24 1,600,000 1,732,439 1,710,608 (21.831) 0.74% Honeywell International Inc 316282B2U3 1.875 08/15/24 1,600,000 1,732,439 1,710,608 (21.831) 0.74% Honeywell International Inc 3128282U3 1.875 08/17/24 1,600,000 1,752,439 1,710,608 (21.831) 0.74% Honeywell International Inc 3128282U3 1.875 08/17/24 1,700,000 1,522,49 1,710,608 (21.831) 0.74% HUB Sassay, NAC 1.885,600 1.785,	03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,000,000	2,074,053	2,135,720	61,667	0.69%	845	0.90%
Melifie Inc. 59156RBHO 3.600 04/16/24 04/16/24 1,600,000 1,739,884 1,719,168 (20,716) 0.63% Commast Corporation 2033NCRD 3.700 04/16/24 04/16/24 1,600,000 1,783,098 1,710,608 (20,716) 0.63% Bank Chleav York Mellon Corp 106,006 1,722,498 1,710,608 1,713,108 2,000 07/16/24 1,600,000 1,732,498 1,710,608 (21,831) 0.74% Bank Chleav York Mellon Corp 1,600,000 1,732,498 1,710,608 (21,831) 0.74% Honeywell International Inc 438516BW5 2,300 08/14/24 08/14/24 1,500,000 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,543,548 1,600,900 1,544,558 1,544,5	03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,400,000	1,521,590	1,498,420	(23,170)	0.63%	865	0.63%
Connected Corporation CONDITION CRANGE 3.700 0.4415224 0.415224 1,726,056 1,726,056 (47,443) 0.70% Bank of New York Mellon Corp 0.6406HCVS 3.400 0.6415224 0.615024 1,722,439 1,710,056 1,710,056 1,710,056 1,710,056 1,710,058 2,6426 0.68% Honeywell International Inc 438516BW5 2.300 0767524 0.6150 1,550,000 1,542,146 1,566,199 26,245 0.68% International Inc 438516BW5 2.300 071724 0.617,000 1,542,175 1,566,199 26,245 0.68% International Inc 438516BW5 2.300 0811724 0.617,000 1,542,175 1,561,589 26,249 0.68% Integration Power Company 911237821 2.300 0817124 1,750,000 1,542,175 1,514,235 1,686,394 (6,686) 0.68% Integration Power Company 91282822HP 3.00 1211524 1,155,000 1,542,175 1,403,43 (1,442) 0.68% Integration	04/10/21	Metlife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,600,000	1,739,884	1,719,168	(20,716)	0.63%	923	0.73%
Bank of New York Mellion Corp 06406HCV9 3.400 061/16/224 1,670,000 1,770,608 (21,831) 0.74% Bristol-Myear Squibb Corp 110122CM8 2.900 07/28024 1,670,000 1,532,144 1,566,199 26,429 0.68% Honeywell International Increasional Corp 9128282U3 1.875 08/31/24 08/31/24 1,500,000 1,543,546 1,566,199 26,429 0.68% Honeywell International Increasion Mole 917312BTZ 2.200 09/01/24 1,600,000 1,543,546 1,569,397 0.67% 0.68% PIN Early MACHINICIPAL 0.17302A 1,710,000 1,547,170 1,567,390 1,698,307 0.68% FHLB 1.0000 0.000 1,711,770 1,711,770 1,614,555 1,688,374 1,688,370 0.68% FHLB 1.000 0.000 1,715/24 1,715/24 1,715/20 1,441,171 1,441,171 1,441,171 1,441,171 1,441,171 1,441,171 1,441,171 1,441,171 1,441,171 1,441,171 1,441,171 1,441,171	06/22/20	Comcast Corporation	2003NCR0	3.700	04/15/24	04/15/24	1,600,000	1,768,099	1,720,656	(47,443)	0.70%	928	0.73%
Bistlet-Myters Squitibb Co 101722CNB 2.900 07726/244 07726/244 1,566,199 26.945 0.68% Honeywell International Inc 438516BWy5 2.300 07726/24 1,500,000 1,543,546 1,669,197 26,945 0.68% Honeywell International Inc 9128282U3 1,875 08/1724 1,500,000 1,543,546 1,669,975 26,430 0.68% PINC Bank NA 69353REF1 3.300 10/30/24 10/30/24 1,500,000 1,541,556 1,589,374 0.68% PINC Bank NA 69353REF1 3.300 10/30/24 10/30/24 1,370,000 1,541,556 1,589,374 0.68% FHLB Wisconsin Electric Power Company 9766660CL0 2.050 127/15/24 1,350,000 1,541,405 1,581,409 0.68% FHLB Wisconsin Electric Power Company 9766660CL0 2.050 127/15/24 1,350,000 1,561,409 1,694,307 0.68% FHLMC Reference Note 31376AEP 3.150 07/12/125 07/12/125 07/12/125 07/12/125	03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	1,600,000	1,732,439	1,710,608	(21,831)	0.74%	928	0.72%
Homewall International Inc 43851BBW 2.300 081/15124 081/15124 1.500,000 1.543.546 1.569.975 26,429 0.66% 1.648.81 1.648	11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,475,000	1,593,144	1,566,199	(26,945)	0.68%	1030	%99.0
Treasury Note 9122828213 1.875 08/31/24 08/31/24 13,000,000 13,557,227 13,517,320 (49,307) 0.51% United Pancel Service INC 911312BT2 2.200 09/01/24 1,471,000 1,541,775 1,555,488 (6,686) 0.68% PNC Bank NA 978656CL0 2.050 1215/24 1276/24 1,471,77 1,403,433 (18,284) 0.68% Wisconsin Electric Power Company 978656CL0 2.050 1215/24 1256,000 1,417,77 1,403,433 (18,284) 0.68% FHLB 190331HPL1 2.050 1215/24 1215/24 1250,000 1,417,77 1,403,433 (18,284) 0.68% FHLM 130A4CH3 2.050 0121/22 1250,000 1,551,960 1,982,0 0.68% FHLM 130AACH3 2.050 0121/22 1250,000 1,551,960 1,682,9 0.68% 0.68% FHLM ASBABORS 3.050 0121/25 1,500,000 1,7171,77 1,403,433 1,100 1,7171,77	10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,500,000	1,543,546	1,569,975	26,429	%99'0	1050	0.66%
United Parcel Service INC 911312BT2 2.200 0901024 4071,000 1,542,175 1,555,489 (6,686) 0.68% PNC Bank NA 9353REFT 3.200 1030124 1030/24 1,475,000 1,514,555 1,584,354 (6,686) 0.68% PNC Bank NA 3130A4CH3 2.050 12/15/24 12/15/24 1,475,000 1,51,700 264,473 (6,887) 0.68% FHLB UNScontin Electric Power Company 3137EAEPO 1,21/52 1,500,000 1,51,700 264,473 (6,887) 0.68% FHLMC Reference Note 3137EAEPO 1,500 02/12/25 01/21/25 01/21/25 1,500,000 1,51,700 1,644,25 0.68% FHLMC Reference Note 3137EAEPO 1,500 02/12/25 03/06/25 1,650,000 1,751,700 1,644,20 0.68% FHLMC Reference Note 3137EAEPO 1,500 03/16/25 1,650,000 1,751,700 1,644,20 0.68% FHLMC Reference Note 3137EAEPO 3,500 03/16/25 1,650,000 1,751,700 </td <td>06/30/21</td> <td>Treasury Note</td> <td>9128282U3</td> <td>1.875</td> <td>08/31/24</td> <td>08/31/24</td> <td>13,000,000</td> <td>13,567,227</td> <td>13,517,920</td> <td>(49,307)</td> <td>0.51%</td> <td>1066</td> <td>5.71%</td>	06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	13,517,920	(49,307)	0.51%	1066	5.71%
PNC Bank NA 6835SREF1 3.300 10/30/24 1/475,000 1,614,555 1,588,354 (26,201) 0.77% Wisconsin Electric Power Company 978666CL0 2.050 12/15/24 1,350,000 1,614,355 1,588,354 (26,201) 0.77% FHLMC Bank NACincinnati OH 3130A4CH3 2.050 12/15/24 1,516,000 1,517/17 1,403,433 (18,284) 0.80% FHLMC Reference Note 3130A4CH3 2.050 01/21/25 01/21/25 1,500,000 1,51,400 1,551,960 0.98% FHLMC Reference Note 3137EAEPO 1,500 02/12/25 01/21/25 1,600,000 1,761,700 1,739,810 (2,6201) 0.77% FHLMC Reference Note 3137EAEPO 1,500 02/12/25 1,600,000 1,761,200 1,739,810 (2,6201) 0.97% Ace InA Holdings Inc 00440EAS 3,150 03/15/25 1,600,000 1,761,200 1,739,810 (2,630) 1,09% Intel Cop 1012/15/25 3,100 3,145/25 1,600,000 1,767,107	05/20/21	United Parcel Service INC	911312BT2	2.200	09/01/24	09/01/24	1,471,000	1,542,175	1,535,489	(989'9)	0.68%	1067	0.65%
Wisconsin Electric Power Company 976656CLO 2.050 12/15/24 12/15/24 1,350,000 1,421,717 1,403,433 (18,284) 0.80% FHLB 3130AACH3 2.050 12/15/24 12/16/24 250,000 273,060 264,473 (18,287) 0.68% US Bank NA/Cincinnati OH 90331HPL1 2.050 01/21/25 50,000 1,561,780 1,561,980 0.98% FHLIMC Reference Note 3137EAEPO 1.500 02/12/25 50,000 1,561,780 1,544,25 (10,442) 0.68% FHLIMC Reference Note 30331HPL1 2.050 02/12/25 50,000 1,767,200 1,761,425 10.68% Ace InA Holdings Inc 0440EAS 3.150 03/16/25 03/16/25 1,650,000 1,767,200 1,777,770 (50,835) 0.94% Ace InA Holdings Inc 0440EAS 3.400 03/25/25 03/31/25 1,700,000 1,767,700 1,738,91 1,078 Intel Corp Treasury Note 2.850 04/01/25 04/01/25 1,000,000 2,287,422 <td>02/12/21</td> <td>PNC Bank NA</td> <td>69353REF1</td> <td>3.300</td> <td>10/30/24</td> <td>10/30/24</td> <td>1,475,000</td> <td>1,614,555</td> <td>1,588,354</td> <td>(26,201)</td> <td>0.77%</td> <td>1126</td> <td>0.67%</td>	02/12/21	PNC Bank NA	69353REF1	3.300	10/30/24	10/30/24	1,475,000	1,614,555	1,588,354	(26,201)	0.77%	1126	0.67%
FHLB 3130AACH3 2.050 12/15/24 12/15/24 250,000 273,060 264,473 (8.587) 0.68% US Bank NA/Clincinnati OH 90331HPL1 2.050 11/21/25 1,500,000 1,561,360 1,561,360 1,681,360 1,681,360 0.98% FKLIMC Reference Note 3137EAEPO 1,500 02/12/25 03/06/25 1,650,000 1,561,360 1,571,770 0,98% FKLIMC Reference Note 3137EAEPO 1,500 03/16/25 1,650,000 1,767,200 1,771,770 0,98% FEXON Mobil Corp 00440EAS6 3.150 03/16/25 03/06/25 1,650,000 1,767,200 1,767,200 1,771,770 (0,43%) 0,98% Ace InA Holdings Inc 00440EAS6 3.150 03/16/25 03/06/25 1,650,000 1,767,200 1,777,770 (0,43%) 0,98% Intel Corp Treasury Note 2.850 04/01/25 04/01/25 1,000,000 1,086,990 1,096,490 1,098 General Dynamics Corporation 398550BK3 3.550 04/01/2	06/25/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	1,350,000	1,421,717	1,403,433	(18,284)	0.80%	1172	0.59%
US Bank NA/Clincinnati OH 90331HPL1 2.050 01/21/25 01/21/25 1,500,000 1,551,960 (9,820) 0.98% FHLMC Reference Note 313TEAEPO 1,500 02/12/25 500,000 524,867 514,425 (10,442) 0.64% Exxon Mobil Corp 00440EAS6 3.750 03/15/25 03/15/25 1,650,000 1,767,200 1,739,810 (27,390) 1,09% Ace InA Holdings Inc 00440EAS6 3.150 03/15/25 03/15/25 1,600,000 1,600,400 1,739,810 (27,390) 1,09% Ace InA Holdings Inc 00440EAS6 3.150 03/15/25 03/15/25 1,600,000 1,106,180 1,084,90 1,09% I reasury Note 1912828ZEO 0.050 03/15/25 04/01/25 2,000,000 2,287,422 2,287,603 1,067,30 General Dynamics Corporation 369550BK3 3.250 04/01/25 04/01/25 2,000,000 2,287,432 6,964,230 1,068,90 Federal Home Loan Banks 3130A,HUG 0.500 04/14/25 04/01/25 <td>08/02/20</td> <td>FHLB</td> <td>3130A4CH3</td> <td>2.050</td> <td>12/15/24</td> <td>12/15/24</td> <td>250,000</td> <td>273,060</td> <td>264,473</td> <td>(8,587)</td> <td>0.68%</td> <td>1172</td> <td>0.11%</td>	08/02/20	FHLB	3130A4CH3	2.050	12/15/24	12/15/24	250,000	273,060	264,473	(8,587)	0.68%	1172	0.11%
FHLMC Reference Note 3137EAEP0 1.500 02/12/25 500,000 524,867 514,425 (10,442) 0.64% Exxon Mobil Corp 30231GAF9 2.709 03/06/25 03/06/25 1,650,000 1,767,200 1,771,770 (50,835) 0.97% Ace InA Holdings Inc 0040BAS6 3.150 03/16/25 03/16/25 1,650,000 1,771,770 (50,835) 0.97% Intel Corp 458140BP4 3.400 03/25/25 03/06/00 1,106,180 1,061,360 (25,690) 1,05% Intel Corp 458140BP4 3.400 03/25/25 03/01/25 03/01/25 1,000,000 1,106,180 (25,690) 1,05% Florida Power & Light Company 341081FZ5 2.850 04/01/25 03/01/25 1,000,000 274,385 268,483 (6,412) 1,09% Federal Home Loan Banks 3130AJHU6 0.500 04/11/25 04/01/25 1,150,000 274,385 268,483 (6,412) 1,09% General Dynamics Corporation 369550BG2 3.500 06/16/25	03/29/21	US Bank NA/Cincinnati OH	90331HPL1	2.050	01/21/25	01/21/25	1,500,000	1,561,780	1,551,960	(9,820)	0.98%	1209	%99.0
Exxon Mobil Corp 30231GAF9 2.709 03/06/25 03/06/25 1,650,000 1,767,200 1,739,810 (27,390) 1.09% Ace InA Holdings Inc 00440EAS6 3.150 03/15/25 03/15/25 1,600,000 1,106,180 1,080,490 (25,690) 1.05% Intel Corp 458140BP4 3.400 03/25/25 03/25/25 1,000,000 1,106,180 1,080,490 (25,690) 1.05% Treasury Note 912828ZFO 0.050 03/31/25 03/31/25 2,300,000 2,287,242 2,287,603 361 0.66% Federal Home Loan Banks 3130AJHU6 0.500 04/11/25 04/01/25 2,50,000 274,895 268,483 (6,412) 1.09% Federal Home Loan Banks 3130AJHU6 0.500 04/11/25 04/01/25 2,50,000 274,895 268,483 (6,412) 1.09% General Dynamics Corporation 369550BK3 3.50 04/11/25 05/15/25 1,150,000 1,266,046 1,248,015 1.09% Treasury Note 3135G0SK3	10/01/20	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	500,000	524,867	514,425	(10,442)	0.64%	1231	0.22%
Ace InA Holdings Inc O0440EAS6 3.150 03/15/25 03/15/25 1,650,000 1,822,605 1,771,770 (50,835) 0.97% Intel Corp 458140BP4 3.400 03/25/25 1,000,000 1,106,180 1,080,490 (25,690) 1,05% Treasury Note 91282BZF0 0.050 03/31/25 03/31/25 2,300,000 2,287,242 2,287,603 361 0.66% Florida Power & Light Company 341081FZ5 2.850 04/01/25 1,000,000 1,066,390 1,061,360 (25,570) 1,07% General Dynamics Corporation 369550BK3 3.250 04/01/25 2,50,000 274,895 268,483 (6,412) 1,09% Federal Home Loan Banks 3130AJHUG 0.500 04/14/25 7,000,000 274,895 268,483 (6,412) 1,09% General Dynamics Corporation 369550BG2 3.500 04/14/25 7,000,000 7,032,433 6,964,230 (68,203) 0.55% Intel Corp 1ntel Corp 458140AS9 3.500,000 1,266,046 <t< td=""><td>12/22/20</td><td>Exxon Mobil Corp</td><td>30231GAF9</td><td>2.709</td><td>03/06/25</td><td>03/06/25</td><td>1,650,000</td><td>1,767,200</td><td>1,739,810</td><td>(27,390)</td><td>1.09%</td><td>1253</td><td>0.74%</td></t<>	12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,650,000	1,767,200	1,739,810	(27,390)	1.09%	1253	0.74%
Intel Corp	08/02/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,650,000	1,822,605	1,771,770	(50,835)	0.97%	1262	0.75%
Treasury Note 912828ZFO 0.050 03/31/25 03/31/25 2,300,000 2,287,242 2,287,603 364,007 Florida Power & Light Company 341081FZ5 2.850 04/01/25 04/01/25 1,000,000 1,064,360 26,570) 1.07% General Dynamics Corporation 369550BK3 3.250 04/01/25 04/01/25 250,000 274,895 268,483 (6,412) 1.09% Federal Home Loan Banks 3130AJHU6 0.500 04/14/25 7,000,000 7,032,433 6,964,230 (6,412) 1.09% General Dynamics Corporation 369550BG2 3.500 04/14/25 7,000,000 7,032,433 6,964,230 (6,412) 1.09% Treasury Note 912828ZW3 0.250 06/30/25 9,000,000 452,247 438,008 (14,239) 1.16% Intel Corp 1ntel Corp 3135G05X7 0.375 08/18/25 3,500,000 3,493,349 3,446,415 (46,934) 0.77% FNMA Benchmark Note 3135G06G3 0.550 01/15/26 1,225,000 <	05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	1,080,490	(25,690)	1.05%	1272	0.46%
Florida Power & Light Company 341081F25 2.850 04/01/25 04/01/25 1,000,000 1,086,930 1,061,360 (25,570) 1.07% General Dynamics Corporation 369550BK3 3.250 04/14/25 04/01/25 250,000 274,895 268,483 (6,412) 1.09% General Dynamics Corporation 369550BC3 3.500 04/14/25 04/14/25 7,000,000 7,032,433 6,964,230 (68,203) 0.65% General Dynamics Corporation 369550BC2 3.500 05/15/25 05/15/25 1,150,000 1,266,046 1,248,015 (18,031) 1.10% Treasury Note 912828ZW3 0.250 06/30/25 06/30/25 9,000,000 8,958,042 8,841,060 (116,982) 0.73% 1.16% State Street Corporation 857477AT0 3.550 08/18/25 08/25/25 3,500,000 1,705,082 1,644,570 (60,512) 1.01% 1.10% INMA Benchmark Note 3135G065X7 0.375 08/25/25 1/107/25 1,000,000 4,998,149 4,937,350 (60,799) 0.81% Lockheed Martin Corporation 539830BH1 3.550 01/15/26 01/15/26 1,225,000 1,325,964 1,345,981 (9,983) 1.18%	09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	2,287,603	361	0.66%	1278	0.97%
General Dynamics Corporation 369550BK3 3.250 04/01/25 04/01/25 250,000 274,895 268,483 (6,412) 1.09% Federal Home Loan Banks 3130AJHU6 0.500 04/14/25 7,000,000 7,032,433 6,964,230 (68,203) 0.65% General Home Loan Banks 3130AJHU6 0.500 04/14/25 7,000,000 7,032,433 6,964,230 (68,203) 0.65% General Dynamics Corporation 36950BG2 3.500 05/15/25 05/15/25 1,150,000 1,266,046 1,248,015 (18,031) 1,10% Intel Corp 912828ZW3 0.250 06/30/25 06/30/25 9,000,000 452,247 438,008 (14,239) 1,16% Intel Corp 3135G05X7 0.375 08/18/25 08/18/25 1,500,000 3,493,349 3,446,415 (46,934) 0.77% Intel Corp 3135G06G3 0.550 11/07/25 1,007,25 3,600,000 3,493,349 3,446,415 (46,934) 0.77% Intel Corp 3135G06G3 0.550	05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	1,061,360	(25,570)	1.07%	1279	0.45%
Federal Home Loan Banks 3130AJHU6 0.500 04/14/25 04/14/25 7,000,000 7,032,433 6,964,230 (68,203) 0.65% General Dynamics Corporation 369550BG2 3.500 05/15/25 05/15/25 1,150,000 1,266,046 1,248,015 (18,031) 1.10% Treasury Note 912828ZW3 0.250 06/30/25 06/30/25 06/30/25 06/30/25 07/29/25 1,750,000 452,247 438,008 (14,239) 1.16% Intel Corp State Street Corporation 857477AT0 3.550 08/18/25 1,500,000 452,247 438,008 (14,239) 1.16% FNMA Benchmark Note 3135G05X7 0.375 08/25/25 3,500,000 3,493,349 3,446,415 (46,934) 0.77% FNMA Benchmark Note 3135G06G3 0.500 11/07/25 5,000,000 4,998,149 4,937,350 (60,799) 0.81% Lockheed Martin Corporation 539830BH1 3.550 01/15/26 1,225,000 1,225,964 1,345,981 1,345,981 1.18%	02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	268,483	(6,412)	1.09%	1279	0.11%
General Dynamics Corporation 369550BG2 3.500 05/15/25 05/	09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,433	6,964,230	(68,203)	0.65%	1292	2.94%
Treasury Note 912828ZW3 0.250 06/30/25 06/30/25 0,000,000 8,958,042 8,841,060 (116,982) 0.73% Intel Corp 458140AS9 3.700 07/29/25 07/29/25 400,000 452,247 438,008 (14,239) 1.16% State Street Corporation 857477AT0 3.550 08/18/25 08/18/25 1,500,000 1,705,082 1,644,570 (60,512) 1.01% FNIMA Benchmark Note 3135G05X7 0.375 08/25/25 3,500,000 4,993,349 3,446,415 (46,934) 0.77% FNIMA Benchmark Note 3135G06G3 0.500 11/07/25 11/07/25 5,000,000 4,998,149 4,937,350 (60,799) 0.81% Lockheed Martin Corporation 539830BH1 3.550 01/15/26 01/15/26 1,225,000 1,345,981 (9,983) 1.18%	05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,150,000	1,266,046	1,248,015	(18,031)	1.10%	1323	0.53%
Intel Corp 458140AS9 3.700 07/29/25 07/29/25 400,000 452,247 438,008 (14,239) 1.16% State Street Corporation 857477AT0 3.550 08/18/25 08/18/25 3,500,000 1,705,082 1,644,570 (60,512) 1.01% FNMA Benchmark Note 3135G05X7 0.375 0.375 0.8125/25 0.8125/25 3,500,000 3,493,349 3,446,415 (46,934) 0.77% FNMA Benchmark Note 3135G06G3 0.500 11/07/25 11/07/25 5,000,000 4,998,149 4,937,350 (60,799) 0.81% Lockheed Martin Corporation 539830BH1 3.550 01/15/26 01/15/26 1,225,000 1,355,964 1,345,981 (9,983) 1.18%	08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	000,000,6	8,958,042	8,841,060	(116,982)	0.73%	1369	3.74%
State Street Corporation 857477AT0 3.550 08/18/25 08/18/25 1,500,000 1,705,082 1,644,570 (60,512) 1.01% FNMA Benchmark Note 3135G05X7 0.375 08/25/25 08/25/25 3,500,000 3,493,349 3,446,415 (46,934) 0.77% FNMA Benchmark Note 3135G06G3 0.500 11/07/25 11/07/25 5,000,000 4,998,149 4,937,350 (60,799) 0.81% Lockheed Martin Corporation 539830BH1 3.550 01/15/26 01/15/26 1,225,000 1,355,964 1,345,981 (9,983) 1.18%	11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	452,247	438,008	(14,239)	1.16%	1398	0.19%
FNMA Benchmark Note 3135G05X7 0.375 08/25/25 08/25/25 3,500,000 3,493,349 3,446,415 (46,934) 0.77% FNMA Benchmark Note 3135G06G3 0.500 11/07/25 11/07/25 5,000,000 4,998,149 4,937,350 (60,799) 0.81% Lockheed Martin Corporation 539830BH1 3.550 01/15/26 01/15/26 1,225,000 1,355,964 1,345,981 (9,983) 1.18%	09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	1,500,000	1,705,082	1,644,570	(60,512)	1.01%	1418	%69.0
FNMA Benchmark Note 3135G06G3 0.500 11/07/25 11/07/25 5,000,000 4,998,149 4,937,350 (60,799) 0.81% Lockheed Martin Corporation 539830BH1 3.550 01/15/26 01/15/26 1,225,000 1,355,964 1,345,981 (9,983) 1.18%	09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,349	3,446,415	(46,934)	0.77%	1425	1.46%
Lockheed Martin Corporation 539830BH1 3.550 01/15/26 01/15/26 1,225,000 1,355,964 1,345,981 (9,983) 1.18%	11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	5,000,000	4,998,149	4,937,350	(60,799)	0.81%	1499	2.09%
	06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,225,000	1,355,964	1,345,981	(6,983)	1.18%	1568	0.57%

	Burban	ık-Glendale	-Pasaden Statem ∕	na Airport Autl nent of Investr As of 09/30/21	asadena Airport Authority - (Statement of Investments As of 09/30/21	Burbank-Glendale-Pasadena Airport Authority - Operating Account Statement of Investments As of 09/30/21	count				
Type of			Maturity Eff. Mat.	Eff. Mat.	Par	Purchase	Market	Unrealized		Days to % Mkt	W %
Investment	CUSIP	Coupon	Coupon Date	Date	Value	Cost	Value	Gain/Loss YTM Eff. Mat. Value	YTM	Eff. Mat.	Value
08/30/21 Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26 03/10/26	1,725,000	1,750,366	1,749,926	(440)	1.17%	1622	0.74%
	3130A8XY4	1.880	09/11/26	09/11/26	09/11/26 09/11/26 1,000,000	1,051,761	1,041,540		(10,221) 1.01%	1807	0.44%
	Subtotal				\$215,527,343	\$215,527,343 \$219,653,881 \$220,572,887	\$220,572,887	\$ 919,006	0.003993	919,006 0.003993 628.2036	93.20%
Local Agency Investment Fund (LAIF)	AIF)			'	16,083,570	16,083,570 16,083,570 16,084,904	16,084,904	1,334	0.21%	321	6.80%
	Subtotal				\$231,610,913	\$231,610,913 \$235,737,451 \$236,657,791 \$	\$236,657,791	\$ 920,340	0.39%	607	100.00%
Operating Bank Balance	TOTAL					11,171,732					

PURCHASE Type of				Statement of Furchases - Maturities - Sales As of 09/30/21	¥						
Type of			į		P	RCHASES					
rowestment CUSIP Coupon Date Value Price Cost Immediate rigs Inc 00440EAS 3.150 000000 165.176076 \$ 16.176076 \$ rigs Inc 00440EAS 3.150 0011/123 255,000000 105.176076 \$ rigs Inc 00440EHCV9 3.300 011/1234 250,000000 107.19000 187,860.75 poration 2003NCRAS 3.660 017/294 175,00000 107,01500 287,537.50 copp 30231GAF9 2.709 017/1524 200,00000 107,01500 287,537.50 copp 46825HJH4 3.200 017/1524 105,00000 107,01500 177,7900 copp 46825HJH4 3.200 04/1024 100,00000 102,9150 107,61500 sectic Power Company 9133EBBH 3.200 04/1024 1,100,00000 104,68900 1,151,579.00 sectic Power Company 9138ESCL0 2.00 0301/124 1,100,00000 104,68900 1,151,579.00 sectic Power Company 9128ESCL0 2.00 031/124	Purchase	Type of			Maturity	Par	Purchase	Purchase	Prenaid		
1390ABXY4 1.880 09/11/126 1,000,000.00 105,1760.8 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,760.7 6 \$ 1,051,775.0 0 \$ 1,051,775.0 0 \$ 1,0775.0 0 \$ 1,	Date	Investment	CUSIP	Coupon	Date	Value	Price	Cost	Interest		
rica Corp	_		3130A8XY4	1.880	09/11/26	1,000,000.00	105.17608	1	1		
rical Corp G6651GEU9 3.300 01/11/123 225,000.00 103.99390 233,781,75 York Mellon Corp 17326FKS7 3.400 05/1524 175,000.00 107,77300 287,537,50 poration 2003NCR0 3.700 04/1524 250,000.00 107,77300 107,77300 cop 30231GAF9 2.709 03000.00 107,67100 271,77300 cop 501 30231GAF9 2.709 03000.00 107,77300 107,77300 cop 501 601 04/1022 200,000.00 107,651.00 107,77300 cettic Power Company 313312BT2 2.200 03/10/26 100,000.00 104,02350 226,057.00 Service INC 9112828ZFD 0.050 12/15/24 250,000.00 104,02350 266,587.50 For 912828ZFD 0.050 12/15/24 250,000.00 104,02350 266,587.50 For 179pe of CUSIP Cuppon Date Price Cost Cost Cost Cost Cos		ce InA Holdings Inc	00440EAS6	3.150	03/15/25	150,000.00	107.91000	161,865.00	(118.12)		
York Mellon Corp G6406HCV9 3,400 G5/15/24 175,000.00 107.22900 187,680.75 Poration 203010ARP 3,650 04/15/24 100,000.00 107.77900 107.77900 Poration 200310ARP 2.700 04/15/24 100,000.00 107.77900 127,77900 Sop statement 3.700 04/15/24 100,000.00 107.77900 127,7790 Insee & CO 46625HJHH 3.200 04/10/24 1,100,000.00 107.756100 127,7790 Service INC 911312BT 2.200 04/10/24 1,100,000.00 104,68900 1,115,679.00 Service INC 911312BT 2.200 03/01/24 1,100,000.00 104,23500 260,687.50 Service INC 91222BZFO 0.050 12/15/24 250,000.00 104,23500 260,687.50 B 9122BZFO 0.050 03/31/25 2,300,000.00 96,68614 \$ 6,581,687.50 B 9122BZFO 0.050 03/01/25 2500,000.00 104,23500 260,587.50		sank of America Corp	06051GEU9	3.300	01/11/23	225,000.00	103.90300	233,781.75	(1,505.63)		
17325FAST 3.650 01/23/24 250,000.00 107,7790		Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	175,000.00	107.22900	187,650.75	(2,132.08)		
Paragraphic 2003NCR0 3.700 04/15/24 100,000.00 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.77900 107.7791000 107.779100 107.779100 107.779100 107.779100 107.779100 107.779100 107.779100 107.7791000 107.77910000 107.77910000 107.779100000 107.779100000 107.779100000 107.779100000 107.7791000000 107.7791000000 107.7791000000 107.7791000000 107.7791000000 107.7791000000 107.7791000000 107.7791000000 107.77910000000 107.77910000000 107.77910000000 107.77910000000 107.77910000000 107.77910000000		Sitibank NA	17325FAS7	3.650	01/23/24	250,000.00	107.01500	267,537.50	(1,546.18)		
Service No. 3023/GAF9 2.709 03/06/25 200,000.00 106,00900 212,016,00 108,016 109,016		Comcast Corporation	2003NCR0	3.700	04/15/24	100,000.00	107.77900	107,779.00	(1,634.17)		
Pase & CO 46628HJH4 3.200 01/25/23 125,000.00 103,91100 129,886.75 (1.25) (exxon Mobil Corp	30231GAF9	2.709	03/06/25	200,000.00	106.00900	212,018.00	(270.90)		
Service INC 74420CH6 1.500 03/10/26 100,000.00 107,651.00 107,651.00 (1, 17, 17, 17, 17, 17, 17, 17, 17, 17, 1		P Morgan Chase & CO	46625HJH4	3.200	01/25/23	125,000.00	103.91100	129,888.75	(655.56)		
Service INC		Aetlife Inc	59156RBH0	3.600	04/10/24	100,000.00	107.65100	107,651.00	(1,640.00)		
Service INC		Prudential Financial Inc	74432QCH6	1.500	03/10/26	100,000.00	102.01500	102,015.00	(58.33)		
## Golden		United Parcel Service INC	911312BT2	2.200	09/01/24	1,100,000.00	104.68900	1,151,579.00	(1,546.11)		
## 912828ZF0 0.050 03/31/25 2,300,000.00 99.44531 2,287,242.19 ### 6,075,000.00 \$\$ 6,261,356.20 \$ (12, 12, 12, 13, 14, 14, 14, 14, 14, 14, 14, 14, 14, 14	-	Visconsin Electric Power Company	976656CL0	2.050	12/15/24	250,000.00	104.23500	260,587.50	(1,409.38)		
MATURITIES Maturity Par Purchase Gai Cost Clos	D9/30/21	reasury Note	912828ZF0	0.050	03/31/25	2,300,000.00	99.44531	2,287,242.19	(31.59)		
MATURITIES	TOTAL PUR	RCHASES						1	(12,		
Type of Investment CUSIP Coupon Date Value Price Cost Value Price Cost Price Cost e 912828T34 1.125 09/30/21 \$ 2,300,000.00 95.66814 \$ 2,200,367.19 f \$ 2,300,000.00 95.66814 \$ 2,200,367.19 s \$ 2,300,000.00 \$ 5 2,200,367.19 Type of Investment CUSIP Coupon Date Date Price Sulter Price Price Date Price					W/W	TURITIES					
Type of	1	3000			N. 4. 4.	å					
SALES 1.125 09/30/21 \$ 2,300,000,00 95,66814 \$ 2,200,367.19	rurcilase Date	lype or Investment	CUSIP	Coupon	Maturity Date	rar Value	Furchase Price	Furchase	(Loss)		
SALES / REDEMPTIONS S.2200,367.19 Type of SALES / REDEMPTIONS	l	reasury Note	912828T34	1.125	ı		95.66814	€	\$ 99,632.81		TO TO
\$ 2,300,000.00 \$ 2,200,367.19								1 1 1	i ir i		
SALES / REDEMPTIONS	TOTAL MA	TURITIES							\$ 99,632.81		
SALES / REDEMPTIONS Type of Maturity Sale Par Sale Investment CUSIP Coupon Date Date Value Price Wells Fargo & Company 94988J5R4 3.550 08/14/23 09/30/21 \$ 1,650,000.00 105.78619											
Type of Maturity Sale Par Sale Investment CUSIP Coupon Date Date Value Price Wells Fargo & Company 94988J5R4 3.550 08/14/23 09/30/21 \$ 1,650,000.00 105.78619					SALES /	REDEMPTIO	NS				
Investment CUSIP Coupon Date Value Price Wells Fargo & Company 94988JSR4 3,550 08/14/23 09/30/21 \$ 1,650,000.00 105.78619	Purchase	Type of			Maturity	Sale	Par	Sale	Sale	Purchase	Gain /
Wells Fargo & Company 94988J5R4 3.550 08/14/23 09/30/21 \$ 1,650,000.00 105.78619	Date	Investment	CUSIP	Coupon	Date	Date	Value	Price	Amount	Cost	(Loss)
		Vells Fargo & Company	94988J5R4	3.550	08/14/23	09/30/21	\$ 1,650,000.00	105.78619	\$ 1,745,472.10	\$ 1,773,370.50	\$ (27,898.40)
									1 1		1 X
TOTAL CALLS	A TOT	CL							,	_	,

		Bur	bank-Glend	Burbank-Glendale-Pasadena Airport Authority - Operating Account	Airport Auth	ority - Opera	ting Account			
				Ear 09/0	Earnings Report 09/01/21-09/30/21		7			
					Realized	Interest				Adjusted
Type of			Maturity	Previous	Interest	Paid At	Current	Interest	Amrt/Accrt	Total Int.
Investment		Conpon	Date	Accrual	For Period	Purc/Recv	Accrual	Earned	For Period	Earned
FIXED INCOME										
Treasury Note	NOTE	1.125	09/30/21	10,887.30	12,937.50	í	î	2,050.20	,	2,050.20
Wells Fargo & Company	NOTE	3.550	08/14/23	2,766.04	6,020.21	ſ	ï	3,254.17	1	3,254.17
Federal Home Loan Banks	NOTE	1.875	11/29/21	71,875.00	ì	i	95,312.50	23,437.50	6,759.08	30,196.58
Pfizer Inc	NOTE	2.200	12/15/21	6,966.67	ï	i	9,716.67	2,750.00	24.05	2,774.05
FNMA Benchmark Note	NOTE	2.000	01/05/22	11,822.22	í	i	18,155.56	6,333.34	(371.28)	5,962.06
FHLMC	NOTE	2.375	01/13/22	25,729.17	r	í	41,809.90	16,080.73	(100.00)	15,980.73
Target Corporation	NOTE	2.900	01/15/22	4,817.22	1	r	7,958.89	3,141.67	(1,010.98)	2,130.69
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	4,391.67	ī	ı	8,641.67	4,250.00	(523.87)	3,726.13
Treasury Note	NOTE	1.500	01/31/22	3,195.65	í	i	6,191.58	2,995.93	1,370.54	4,366.47
PacifiCorp	NOTE	2.950	02/01/22	2,458.33	í	í	4,916.67	2,458.34	143.72	2,602.06
Microsoft Corporation	NOTE	2.375	02/12/22	1,535.50	ī	ì	3,959.98	2,424.48	692.84	3,117.32
Walt Disney Co	NOTE	2.550	02/15/22	1,473.33	1	1	4,235.83	2,762.50	(185.73)	2,576.77
American Express Credit Corp	NOTE	2.700	03/03/22	17,355.00	17,550.00	1	2,730.00	2,925.00	(2,219.12)	705.88
FHLB	NOTE	2.250	03/11/22	42,500.00	45,000.00	1	5,000.00	7,500.00	(1,107.38)	6,392.62
BB&T Corp	NOTE	2.750	04/01/22	17,187.50	20,625.00	í	ř	3,437.50	(743.74)	2,693.76
Federal National Mortgage Association		1.875	04/05/22	63,114.58	1	ı	76,083.33	12,968.75	3,655.44	16,624.19
Treasury Note	NOTE	1.875	04/30/22	59,862.43	ī	i	74,345.28	14,482.85	4,942.70	19,425.55
Apple Inc	NOTE	2.300	05/11/22	8,784.72	í	ï	11,180.56	2,395.84	250.16	2,646.00
Home Depot Inc	NOTE	2.625	06/01/22	7,875.00	1	í	10,500.00	2,625.00	(299.21)	2,325.79
Caterpillar Financial Services	NOTE	2.400	06/06/22	8,500.00	1	1	11,500.00	3,000.00	(263.48)	2,736.52
Cisco Systems Inc	NOTE	3.000	06/15/22	7,600.00	ï	1	10,600.00	3,000.00	(261.49)	2,738.51
Treasury Note	NOTE	2.000	07/31/22	17,130.43	í	ī	33,190.22	16,059.79	3,646.19	19,705.98
Procter & Gamble Company	NOTE	2.150	08/11/22	1,522.92	ť	ř	3,807.29	2,284.37	(479.28)	1,805.09
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	1	ı	ī	3,050.00	3,050.00	(274.41)	2,775.59
John Deere Capital Corp	NOTE	2.150	09/08/22	15,497.92	16,125.00	r	2,060.42	2,687.50	811.87	3,499.37
Merck & Co Inc	NOTE	2.400	09/15/22	16,600.00	18,000.00	ì	1,600.00	3,000.00	716.93	3,716.93
National Rural Utilities Coop	NOTE	2.300	09/15/22	10,605.56	11,500.00	ï	1,022.22	1,916.66	69.89	1,985.35
Treasury Note	NOTE	1.875	09/30/22	71,990.27	85,546.88	i	470.04	14,026.65	481.44	14,508.09
FNMA	NOTE	2.000	10/05/22	36,500.00	1	ī	44,000.00	7,500.00	(1,196.87)	6,303.13
Bank of America Corp	NOTE	3.300	01/11/23	8,364.58	1	1,505.63	15,033.33	5,163.12	(92.00)	5,068.12
Federal National Mortgage Association NOTE	NOTE	2.375	01/19/23	13,300.00	ı	ï	22,800.00	9,500.00	(3,063.13)	6,436.87
JP Morgan Chase & CO	NOTE	3.200	01/25/23	6,160.00	i	655.56	12,026.67	5,211.11	(711.66)	4,499.45
Treasury Note	NOTE	2.375	01/31/23	8,673.91	t	í	16,805.71	8,131.80	(2,769.85)	5,361.95
Unitedhealth Group Inc	NOTE	2.750	02/15/23	1,668.33	J	1	4,796.46	3,128.13	(169.14)	2,958.99

Type of			Maturity	Previous	Realized Interest	Interest Paid At	Current	Interest	Amrt/Accrt	Adjusted Total Int
Investment		Coupon	Date	Accrual	For Period	Purc/Recv	Accrual	Earned	For Period	Earned
Pepsico Inc	NOTE	2.750	03/01/23	1	ı	ji	2,979.17	2,979.17	(1,087.68)	1,891.49
Treasury Note	NOTE	2.750	04/30/23	63,474.18	1	1	78,830.84	15,356.66	(6,263.03)	9,093.63
Loews Corporation	NOTE	2.625	05/15/23	11,593.75		1	14,875.00	3,281.25	(2,358.38)	922.87
Public Service Electric And Gas	NOTE	2.375	05/15/23	7,867.19	1	t	10,093.75	2,226.56	(17.34)	2,209.22
Simon Property Group LP	NOTE	2.750	06/01/23	8,593.75	1	ı	11,458.33	2,864.58	286.83	3,151.41
Federal Home Loan Mortgage Corp	NOTE	2.750	06/19/23	34,375.00	1	3	48,697.92	14,322.92	(12,503.73)	1,819.19
FNMA	NOTE	2.875	09/12/23	68,157.47	72,593.75	1	7,662.67	12,098.95	(5,735.95)	6,363.00
Treasury Note	NOTE	2.875	09/30/23	81,957.14	97,390.63	ī	535.11	15,968.60	(6,011.91)	9,956.69
Treasury Note	NOTE	2.875	11/30/23	23,377.05	τ	ſ	30,918.03	7,540.98	(6,296.95)	1,244.03
Citibank NA	NOTE	3.650	01/23/24	6,742.36	r	1,546.18	13,788.89	5,500.35	(1,206.18)	4,294.17
IBM Corp	NOTE	3.625	02/12/24	2,678.47	J	J	6,907.64	4,229.17	(3,534.59)	694.58
Metlife Inc	NOTE	3.600	04/10/24	21,150.00	1	1,640.00	27,360.00	4,570.00	(3,820.01)	749.99
Comcast Corporation	NOTE	3.700	04/15/24	20,966.67	ı	1,634.17	27,297.78	4,696.94	(3,601.49)	1,095.45
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	14,265.83	T	2,132.08	20,551.11	4,153.20	(3,261.69)	891.51
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	4,158.68	1	ī	7,723.26	3,564.58	(2,641.95)	922.63
Honeywell International Inc	NOTE	2.300	08/15/24	1,533.33	1	1	4,408.33	2,875.00	(822.38)	2,052.62
Treasury Note	NOTE	1.875	08/31/24	673.34	•	ľ	20,873.62	20,200.28	(14,707.69)	5,492.59
United Parcel Service INC	NOTE	2.200	09/01/24	ir.	T	1,546.11	2,696.83	1,150.72	(841.06)	309.60
PNC Bank NA	NOTE	3.300	10/30/24	16,360.21	1	1	20,416.46	4,056.25	(3,222.28)	833.97
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	4,760.56	•	1,409.38	8,148.75	1,978.81	(1,228.26)	750.55
FHLB	NOTE	2.050	12/15/24	2,754.34	2,968.75	•	280.38	494.79	(417.25)	77.54
US Bank NA/Cincinnati OH	NOTE	2.050	01/21/25	3,416.67	1	Ē	5,979.17	2,562.50	(1,362.00)	1,200.50
FHLMC Reference Note	NOTE	1.500	02/12/25	395.83	11	ī	1,020.83	625.00	(477.20)	147.80
Exxon Mobil Corp	NOTE	2.709	03/06/25	19,094.69	19,640.25	270.90	3,104.06	3,378.72	(2,190.43)	1,188.29
Ace InA Holdings Inc	NOTE	3.150	03/15/25	21,787.50	23,625.00	118.12	2,310.00	4,029.38	(3,077.06)	952.32
Intel Corp	NOTE	3.400	03/25/25	14,733.33	17,000.00	ı	266.67	2,833.34	(1,810.58)	1,022.76
Treasury Note	NOTE	0.050	03/31/25	T	t	31.59	31.59	1	1	i
Florida Power & Light Company	NOTE	2.850	04/01/25	11,875.00	14,250.00	τ	T	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	3.250	04/01/25	3,385.42	4,062.50	T.	т	677.08	(502.51)	174.57
Federal Home Loan Banks	NOTE	0.500	04/14/25	13,319.44	1	1	16,236.11	2,916.67	(603.36)	2,313.31
General Dynamics Corporation	NOTE	3.500	05/15/25	11,851.39	ľ	ı	15,205.56	3,354.17	(2,411.14)	943.03
Treasury Note	NOTE	0.250	06/30/25	3,851.90	1	x	5,686.14	1,834.24	750.62	2,584.86
Intel Corp	NOTE	3.700	07/29/25	1,315.56	ũ	ı	2,548.89	1,233.33	(922.14)	311.19
State Street Corporation	NOTE	3.550	08/18/25	1,922.92	,	1	6,360.42	4,437.50	(3,543.02)	894.48
FNMA Benchmark Note	NOTE	0.375	08/25/25	218.75	r	'	1,312.50	1,093.75	112.90	1,206.65

		Burk	ank-Glen	dale-Pasaden	a Airport Aut	hority - Ope	Burbank-Glendale-Pasadena Airport Authority - Operating Account				
				Ea 09/	Earnings Report 09/01/21-09/30/21	τ Σ					
					Realized	Interest					Adjusted
Type of			Maturity	Previous	Interest	Paid At	Current	Interest		Amrt/Accrt	Total Int.
Investment	0	Coupon Date	Date	Accrual	For Period	Purc/Recv	Accrual	Earned		For Period	Earned
FNMA Benchmark Note	NOTE 0.500	0.500	11/07/25	7,916.67	ı	ī	10,000.00	2,083.33	3.33	31.02	2,114.35
Lockheed Martin Corporation	NOTE	3.550	01/15/26	5,556.74	Ē	ī	9,180.69	3,623.95	3.95	(2,405.97)	1,217.98
Prudential Financial Inc	NOTE	1.500	03/10/26	11,578.13	12,187.50	(58.33)	1,509.38	2,177.08	.08	(438.82)	1,738.26
FHLB	NOTE	1.880	09/11/26	-	1	156.25	1,041.67	88	885.42	(489.67)	395.75
	Subtotal			\$ 1,116,370.51	\$ 497,022.97	\$ 12,587.64	\$ 1,116,370.51 \$ 497,022.97 \$ 12,587.64 \$ 1,012,098.33	\$ 380,163.15	3.15 \$	(92,385.66) \$	287,777.49
CASH EQUIVALENTS								,			3
Blackrock Liquidity Funds			•	•	8.40	ī	f	3	8.40	ì	8.40
	Subtotal			· •	\$ 8.40	, &	· •	\$	8.40 \$	(Л	8.40
LAIF											
Local Agency Investment Fund			•	5,192.37	ī.	Ē	8,582.83	3,390.46	.46	1	3,390.46
	TOTAL			\$ 1,121,562.88	\$ 497,031.37	\$ 497,031.37 \$ 12,587.64	\$ 1,020,681.16	\$ 383,562.01	2.01	(92,385.66) \$	291.176.35

Purchase	Type of			Maturity	Eff Mat	Par	Purchase	Market	Ilnroalizo	7	Dave to	0/ BAL/4
Date	n n	CUSIP	Coupon		Ell Mat. Date	rar Value	Furchase Cost	Market Value	Onrealized Gain/Loss	ΥTΜ	Days to Eff. Mat.	% MKT Value
09/30/21	Blackrock Liquidity Funds	09248U718	0.000	09/30/21	09/30/21 \$	461,065	965	\$ 461,065	s	0.00%	0	0.95%
12/23/16	Federal Home Loan Banks	3130AABG2	1.875	11/29/21	11/29/21	1,525,000	1,497,278	1,529,468	32,190	%60.0	09	3.15%
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	12/15/21	360,000	359,305	361,451	2,146	0.26%	9/	0.74%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,155,727	3,326	0.11%	97	2.38%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,786,662	29,052	%60.0	105	3.68%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	300,000	306,848	302,274	(4,574)	() 0.30%	107	0.62%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	360,000	366,983	363,701	(3,282)	() 0.31%	123	0.75%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,456,916	55,972	%20.0	123	3.00%
08/06/18	PacifiCorp	695114CP1	2.950	02/01/22	02/01/22	250,000	249,340	250,510	1,170	2.33%	124	0.52%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	300,000	295,021	301,836	6,815	0.70%	135	0.62%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	300,000	300,881	302,565	1,684	0.27%	138	0.62%
11/19/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	275,000	282,835	277,241	(5,594)	() 0.78%	154	0.57%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	1,175,000	1,190,245	1,186,245	(4,000)	0.11%	162	2.44%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	290,000	294,840	293,039	(1,801)	0.71%	166	0.60%
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	300,000	298,290	303,129	4,839	%29.0	183	0.62%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	1,050,000	1,033,101	1,059,723	26,622	%20.0	187	2.18%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,566,291	35,820	%80.0	212	3.22%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	300,000	300,762	303,324	2,562	0.49%	223	0.62%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	300,000	303,523	304,233	710	%95'0	244	0.63%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	300,000	292,337	304,512	12,175	0.20%	249	0.63%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	300,000	303,772	305,874	2,102	0.23%	258	0.63%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,447,658	42,075	%60.0	304	2.98%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	300,000	303,998	305,046	1,048	0.20%	315	0.63%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	275,000	277,996	280,187	2,191	0.01%	336	0.58%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	300,000	290,735	305,649	14,914	0.14%	343	0.63%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	350,000	343,117	355,485	12,368	%92.0	350	0.73%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,813	1,246,634	44,821	0.11%	365	2.56%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	1,000,000	1,009,770	1,019,300	9,530	0.10%	370	2.10%
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	450,000	451,076	467,010	15,934	0.34%	468	0.96%
09/26/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	01/19/23	1,750,000	1,791,413	1,799,140	7,727	0.22%	476	3.70%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	450,000	456,640	467,109	10,469	0.31%	482	%96.0
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	1,675,000	1,718,542	1,724,530	5,988	3 0.16%	488	3.55%

		Burb	Burbank-Glendale-Pasadena Airport Authority - PFC Account Statement of Investments As of 09/30/21	Stateme	Statement of Investments As of 09/30/21	stments 21						
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	325,000	326,091	333,866	7,775	8	503	0.69%
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	03/01/23	300,000	310,179	310,608		0.25%	517	0.64%
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	1,900,000	1,969,049	1,976,304	7,255	0.21%	277	4.07%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	300,000	314,644	309,213	(5,431)	0.72%	592	0.64%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	300,000	302,050	308,259	6,209	0.67%	592	0.63%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	309,783	11,450	0.78%	609	0.64%
	FHLMC	3137EAEN5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,955,475	(29,221)	0.25%	627	4.02%
	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,470,224	6,035	0.29%	712	3.02%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,971,394	11,504	0.30%	730	4.06%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	844,000	(12,141)	0.33%	791	1.74%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,317	320,358	13,041	%69.0	845	%99.0
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	310,000	336,924	331,793	(5,131)	0.63%	865	0.68%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,200,000	1,194,375	1,193,340	(1,035)	0.36%	898	2.45%
04/26/21	Metlife Inc	59156RBH0	3.600	04/10/24	04/10/24	350,000	380,854	376,068	(4,786)	0.63%	923	0.77%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	355,000	391,401	381,771	(069'6)	0.70%	928	0.79%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	350,000	379,467	374,196	(5,271)	0.74%	928	0.77%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	325,000	351,139	345,095	(6,044)	%89.0	1030	0.71%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	325,000	332,088	340,161	8,073	%99.0	1050	0.70%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	1,663,744	(6,069)	0.51%	1066	3.42%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	324,000	339,631	338,204	(1,427)	0.68%	1067	0.70%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	349,976	4,527	0.77%	1126	0.72%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	300,000	317,209	311,874	(5,335)	0.80%	1172	0.64%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	365,000	389,715	384,867	(4,848)	0.09%	1253	0.79%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	375,000	412,068	402,675	(6,393)	0.97%	1262	0.83%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	1,591,376	251	%99.0	1278	3.27%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	53,697	(1,282)	1.09%	1279	0.11%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	1,442,591	(11,393)	0.65%	1292	2.97%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	265,000	291,741	287,586	(4,155)	1.10%	1323	0.59%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	500,000	497,396	491,170		0.73%	1369	1.01%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	325,000	368,501	355,882	(12,619)	1.16%	1398	0.73%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	365,000	414,692	400,179		1.01%	1418	0.82%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	2,500,000	2,499,074	2,468,675	(30,399)	0.81%	1499	2.08%

		Burb	ank-Glenda	lle-Pasad Stateme A	adena Airport / ment of Invest As of 09/30/21	a-Pasadena Airport Authority Statement of Investments As of 09/30/21	Burbank-Glendale-Pasadena Airport Authority - PFC Account Statement of Investments As of 09/30/21	lti.				
Purchase	e Type of			Maturity Eff Mat.	Eff Mat.	Par	Purchase	Market	Market Unrealized		Days to % Mkt	% Mkt
Date	Investment	CUSIP	Conbon	Date	Date	Value	Cost	Value	Gain/Loss YTM Eff. Mat. Value	YTM	Eff. Mat.	Value
06/30/21	06/30/21 Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	300,000	332,072	329,628	(2,444)	1.18%	1568	0.68%
08/30/21	08/30/21 Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	375,000	380,388	380,419	31	1.17%	1622	0.78%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,527	312,462	(3,065)	1.01%	1807	0.64%
		Subtotal				\$ 47,480,065	\$ 47,480,065 \$ 48,360,726 \$ 48,610,447 \$ 249,721	\$ 48,610,447	\$ 249,721	0.39%	636	100.00%
	PFC Bank Balance	TOTAL					5,049,190					

		Burban	k-Glendale Statemer	-Pasaden It of Purch As o	-Glendale-Pasadena Airport Authority - PFC Statement of Purchases - Maturities - Sales As of 09/30/21	Burbank-Glendale-Pasadena Airport Authority - PFC Account Statement of Purchases - Maturities - Sales As of 09/30/21	scount			
				PUF	PURCHASES					
Purchase	Type of			Maturity	Par	Purchase	Purchase	Prepaid		
	Investment	CUSIP	Coupon	Date	Value	Price	Cost	Interest		
	FHLB	3130A8XY4	1.880		\$ 300,000.00	105.17608	\$ 315,528.23	\$ (46.88)		
	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	25,000.00	107.91000	26,977.50	(19.69)		
	Bank of America Corp	06051GEU9	3.300	01/11/23	50,000.00	103.90300	51,951.50	(334.58)		
	Comcast Corporation	20030NCR0	3.700	04/15/24	40,000.00	107.77900	43,111.60	(653.67)		
	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	50,000.00	106.00900	53,004.50	(67.73)		
	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	25,000.00	103.91100	25,977.75	(131.11)		
09/22/21 U	United Parcel Service	911312BT2	2.200	09/01/24	250,000.00	104.68900	261,722.50	(351.39)		
							ı.			
							T.			
							•			
							Ĭ			
							1			
TOTAL PURCHASES	CHASES			2000	\$ 740,000.00		\$ 778,273.58	\$ (1.605.05)		
				MA	MATURITIES					
Purchase	Type of			Maturity	Par	Purchase	Purchase	Gain /		
- 1	Investment	CUSIP	Coupon	Date	Value	Price	Cost	(Loss)		
07/05/18 Tr	Treasury Note	912828T34	1.125	09/30/21	\$ 1,590,000.00	95.41451	\$ 1,517,090.63	\$ 72,909.37		
							i i	ı K		
TOTAL MATURITIES	URITIES				4 500 000 00		- 4 747 000 00			
					00.000.000.000.000		4 1,317,030.63	4 (2,909.37		
			SALE	S / REDEN	SALES / REDEMPTIONS / DELIVERS	LIVERS				
Purchase	Type of			Maturity	Sale	Par	Sale	Sale	Purchase	Gain /
- 1	Investment	CUSIP	Coupon	Date	Date	Value	Price	Amount	Cost	(Loss)
03/04/21 W	Wells Fargo Bank NA	94988J5R4	3.550	08/14/23	09/21/21	350,000.00	105.78619	\$ 370,251.66	\$ 376,169.50	\$ (5,917.84)
										1 1
						\$ 350,000.00		\$ 370,251.66	\$ 376,169.50	\$ (5,917.84)

		Burban	k-Glendale	-Pasadena	Airport Autho	Burbank-Glendale-Pasadena Airport Authority - PFC Account	count			
				Earning 09/01/2′	Earnings Report 09/01/21-09/30/21					
					Realized	Interest				PotoiiipV
Type of			Maturity	Previous	Interest	Paid At	Current	Inferest	Amr/Accrt	Aujusteu Total Int
Investment	Type	Coupon	Date	Accrual	For Period	Purc/Recv	Accrual	Earned	For Period	Farned
FIXED INCOME										3
Treasury Note	NOTE	1.125	09/30/21	7,526.43	8,943.76	ì	1	1,417.33	ı	1.417.33
Wells Fargo Bank NA	NOTE	3.550	08/14/23	586.74	1,277.01	1	1	690.27		690.27
Federal Home Loan Banks	NOTE	1.875	11/29/21	7,307.29	Ĺ	ı	9,690.10	2,382.81	740.22	3.123.03
Pfizer Inc	NOTE	2.200	12/15/21	1,672.00	1	1	2,332.00	00.099	13.63	673.63
FNMA Benchmark Note	NOTE	2.000	01/05/22	3,577.78	,	ī	5,494.44	1,916.66	(75.18)	1,841.48
FHLMC	NOTE	2.375	01/13/22	5,620.83	ì	1	9,133.85	3,513.02	537.11	4,050.13
Target Corporation	NOTE	2.900	01/15/22	1,111.67	ī	1	1,836.67	725.00	(233.89)	491.11
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	1,054.00	į	ı	2,074.00	1,020.00	(211.65)	808.35
Treasury Note	NOTE	1.500	01/31/22	1,891.30	ī	1	3,664.40	1,773.10	1,205.07	2,978.17
PacifiCorp	NOTE	2.950	02/01/22	614.58	j	1	1,229.17	614.59	8.45	623.04
Microsoft Corporation	NOTE	2.375	02/12/22	376.04	1	,	969.79	593.75	128.04	721.79
Walt Disney Co	NOTE	2.550	02/15/22	340.00	į	ı	977.50	637.50	(20.16)	617.34
American Express Credit Corp	NOTE	2.700	03/03/22	3,671.25	3,712.50	ı	577.50	618.75	(477.21)	141.54
FHLB	NOTE	2.250	03/11/22	12,484.38	13,218.75	T	1,468.75	2,203.12	(506.57)	1,696.55
US Bancorp	NOTE	3.000	03/15/22	4,011.67	4,350.00	,	386.67	725.00	(141.10)	583.90
BB&T Corp	NOTE	2.750	04/01/22	3,437.50	4,125.00	•	1	687.50	48.15	735.65
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	7,984.38	i		9,625.00	1,640.62	400.31	2,040.93
Treasury Note	NOTE	1.875	04/30/22	9,792.80).	ï	12,162.02	2,369.22	550.11	2,919.33
Apple Inc	NOTE	2.300	05/11/22	2,108.33	ĵ	ĵ	2,683.33	575.00	(22.77)	552.23
Home Depot Inc	NOTE	2.625	06/01/22	1,968.75	į	ì	2,625.00	656.25	(75.04)	581.21
Caterpillar Financial Services	NOTE	2.400	06/06/22	1,700.00	í	í	2,300.00	600.00	195.72	795.72
Cisco Systems Inc	NOTE	3.000	06/15/22	1,900.00	ı	ľ	2,650.00	750.00	(107.48)	642.52
Treasury Note	NOTE	2.000	07/31/22	2,478.26	1	i	4,801.63	2,323.37	487.35	2,810.72
Procter & Gamble Company	NOTE	2.150	08/11/22	358.33	į		895.83	537.50	(125.06)	412.44
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22		ì	ì	96.869	698.96	(71.07)	627.89
John Deere Capital Corp	NOTE	2.150	09/08/22	3,099.58	3,225.00	,	412.08	537.50	226.24	763.74
Merck & Co Inc	NOTE	2.400	09/15/22	3,873.33	4,200.00	ı	373.33	700.00	84.79	784.79
Treasury Note	NOTE	1.875	09/30/22	9,664.45	11,484.38	ı	63.10	1,883.03	550.04	2,433.07
FNMA	NOTE	2.000	10/05/22	8,111.11	ļ	î	9,777.78	1,666.67	(265.97)	1,400.70
Bank of America Corp	NOTE	3.300	01/11/23	1,833.33	į	334.58	3,300.00	1,132.09	(32.44)	1,099.65
Federal National Mortgage Assoc	NOTE	2.375	01/19/23	4,848.96	ì	1	8,312.50	3,463.54	(1,066.94)	2,396.60
JP Morgan Chase & CO	NOTE	3.200	01/25/23	1,360.00	ì	131.11	2,640.00	1,148.89	(145.04)	1,003.85
Treasury Note	NOTE	2.375	01/31/23	3,459.24	1	ĭ	6,702.28	3,243.04	(1,095.05)	2,147.99

				Earning	Earnings Report					
				09/01/21	09/01/21-09/30/21					
								*		
3					Realized	Interest				Adjusted
Type of			Maturity	Previous	Interest	Paid At	Current	Interest	Amrt/Accrt	Total Int.
Investment	Type	Conpon	Date	Accrual	For Period	Purc/Recv	Accrual	Earned	For Period	Earned
Unitedhealth Group Inc	NOTE	2.750	02/15/23	397.22		ì	1,142.01	744.79	(28.29)	716.50
Pepsico Inc.	NOTE	2.750	03/01/23	810	ı,	ï	687.50	687.50	(249.16)	438.34
Treasury Note	NOTE	2.750	04/30/23	17,605.98	T	ť	21,865.49	4,259.51	(1,690.10)	2,569.41
Loews Corporation	NOTE	2.625	05/15/23	2,318.75	,)	2,975.00	656.25	(469.63)	186.62
Public Service Electric And Gas	NOTE	2.375	05/15/23	2,097.92		ì	2,691.67	593.75	(60.22)	533.53
Simon Property Group LP	NOTE	2.750	06/01/23	2,062.50	,	į	2,750.00	687.50	24.74	712.24
FHLMC	NOTE	2.750	06/19/23	10,312.50	ť	ı	14,609.38	4,296.88	(2,796.51)	1,500.37
FNMA	NOTE	2.875	09/12/23	18,895.14	20,125.00	ų.	2,124.31	3,354.17	(1,469.98)	1,884.19
Treasury Note	NOTE	2.875	09/30/23	22,681.86	26,953.13	j	148.09	4,419.36	(1,759.85)	2,659.51
Treasury Note	NOTE	2.875	11/30/23	5,844.26	1	ì	7,729.51	1,885.25	(1,235.80)	649.45
Citibank NA	NOTE	3.650	01/23/24	1,155.83	ı	1	2,068.33	912.50	(123.62)	788.88
IBM Corp	NOTE	3.625	02/12/24	593.09	ı	í	1,529.55	936.46	(782.66)	153.80
Treasury Note	NOTE	0.125	02/15/24	69.29	*	1	191.58	122.29	165.77	288.06
Metlife Inc	NOTE	3.600	04/10/24	4,935.00	ı)	5,985.00	1,050.00	(877.61)	172.39
Comcast Corporation	NOTE	3.700	04/15/24	4,403.00	,	653.67	6,056.69	1,000.02	(801.60)	198.42
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	3,503.89	t	i	4,495.56	991.67	(783.48)	208.19
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	916.32	T		1,701.74	785.42	(583.79)	201.63
Honeywell International Inc	NOTE	2.300	08/15/24	332.22	,	,	955.14	622.92	(131.01)	491.91
Treasury Note	NOTE	1.875	08/31/24	82.87	1	į	2,569.06	2,486.19	(1,810.18)	676.01
United Parcel Service	NOTE	2.200	09/01/24	ī	,	351.39	594.00	242.61	(177.26)	65.35
PNC Funding Corp	NOTE	3.300	10/30/24	3,604.79	τ	Ĺ	4,498.54	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	1,298.33	1	1	1,810.83	512.50	(344.86)	167.64
Exxon Mobil Corp	NOTE	2.709	03/06/25	4,148.16	4,266.68	67.73	99.989	737.45	(461.79)	275.66
Ace InA Holdings Inc	NOTE	3.150	03/15/25	5,083.75	5,512.50	19.69	525.00	934.06	(688.03)	246.03
Treasury Note	NOTE	0.050	03/31/25	1	t	21.98	21.98	ļ	ì	ı
General Dynamics Corporation	NOTE	3.250	04/01/25	677.08	812.50	1	í	135.42	(100.50)	34.92
Federal Home Loan Banks	NOTE	0.500	04/14/25	2,759.03		1	3,363.19	604.16	(74.30)	529.86
General Dynamics Corporation	NOTE	3.500	05/15/25	2,730.97	1	ļ	3,503.89	772.92	(555.61)	217.31
Treasury Note	NOTE	0.250	06/30/25	213.99	,	ì	315.90	101.91	47.27	149.18
Intel Corp	NOTE	3.700	07/29/25	1,068.89	r	1	2,070.97	1,002.08	(750.57)	251.51
State Street Corporation	NOTE	3.550	08/18/25	467.91	*	1	1,547.70	1,079.79	(858.63)	221.16
FNMA Benchmark Note	NOTE	0.500	11/07/25	3,958.33	,	1	5,000.00	1,041.67	15.51	1,057.18
Lockheed Martin Corporation	NOTE	3.550	01/15/26	1,360.83	1	1	2,248.33	887.50	(589.22)	298.28
Prudential Financial Inc	NOTE	1.500	03/10/26	2,671.88	2,812.50	I,	328.13	468.75	(99.24)	369.51

CASH EQUIVALENTS Blackrock Liquidity Funds Subtotal	Maturity Type Coupon Date NOTE 1.880 09/11/26 Subtotal	1 1 1	Realized Interest For Period \$ 115,018.71	Realized Interest	Realized Interest Current Interest Amrt/Accrt Total Int. Accrual For Period Purc/Recv Accrual Earned For Period Earned \$ 248,075.89 \$ 115,018.71 \$ 1,627.03 \$ 218,960.91 \$ 84,276.70 \$ (20,103.56) \$ 64,173.14 \$ 2.33 \$ 2.33 \$ 2.33 \$ 2.33 \$ 2.33	Interest Earned 265.62 \$ 84,276.70 2.33	Interest Amrt/Accrt Earned For Period 265.62 (146.90) 84,276.70 \$ (20,103.56) 2.33 -	Adjusted Total Int. Earned 118.72 \$ 64,173.14
TOTAL		\$ 248.075.89	\$ 248.075.89 \$ 115.021.04 \$ 1.627.03 \$ 248.960.94 \$ 84.279.03 \$ (20.402.56) \$ 64.475.47	\$ 1627.03	200000		100 400 400	6

Actual 5 Budget Prof. Varianto 2 Prof. Monthly Performance Loty 2021 - September 2021 Prof. Monthly Performance Loty 2021 Liber 2021 Prof. Monthly Performance Loty 2021 Liber 2021 Prof. Monthly Performance Loty 2021 Liber 2021 Liber 2021 Prof. Monthly Performance Liber 2021 Liber 202						BURBAN SCHE MONTH AN	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND THREE MONTHS ENDED SEPTEMBER 30, 2021 & 202	THORITY ENTS 2021 & 2020				
Actual 5 Budget Actual 5 Budget Actual 5 Actual 6 Actual 5 Actual 6 Actual 5 Ac							September 2021					
Actual 6 Bit offset Actual 7 Bit offset Actual 8 Bit offset Bit	_	9	Monthly F	erformance				Fiscal YTD	Performance	(July 2021 - S	eptem	ber 2021)
Actual 5 Budget		A	æ	ပ	۵	ш.		L	ŋ	Ŧ	-	ſ
Sep 2021 Sep 2021 Sep 2021 Sep 2022		Actual \$	Budget	Actual \$		Variance Actual Ve		- C	1000	Actual \$		Variance
CASH State		Sep 2021	Sep 2021		Note	Budget		YTD	FISCAI YTD Budget		Note	Actual Vs. Budget
2,283,984 2,827,582 2,817,581 2,917,781 2,91							OPERATING ACTIVITY CASH RECEIPTS FROM OPERATIONS					
1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	~	\$318,841	\$237,553	\$271,521	(2)	\$81,288	Landing/Fuel Fees	\$987,661	\$681,000	\$974,861	(2)	\$306,661
1,025,558 1,157,128 1,111,506 1,120,127 1,120,120,127 1,120,127 1,120,127 1,120,127 1,120,127 1,120,120,127 1,120,127 1,120,127 1,120,127 1,120,127 1,120,120,127 1,120,127 1,120,127 1,120,127 1,120,127 1,120,120,127 1,120,127 1,120,127 1,120,127 1,120,127 1,120,120,127 1,120,127 1,120,127 1,120,127 1,120,127 1,120,120,127 1,120,127 1,120,127 1,120,127 1,120,127 1,120,120,127 1,120,127 1,120,127 1,120,127 1,120,127 1,120,120,127 1,120,127 1,120,127 1,120,127 1,120,127 1,120,12	7	2,293,938	686,460	578,213	(3)	1,607,478	Parking Fees	6,228,392	1,980,000	1,631,554	(9)	4,248,392
165 16 16 16 16 16 16 16	w 4	1,614,380	493,659	404,775	4 €	1,120,721	Rental Receipts - Terminal Building	4,102,400	1,519,120	1,790,248	4 (2,583,280
73.344 5.000 C2.8010	- 20	185,367	61,966	67,690	9	123,401	Ground Transportation	528.881	183,000	3,502,645	6 6	345 881
SS CS CS CS CS CS CS CS	9	73,384	5,000	(28,601)	<u> </u>	68,384	Other Receipts	199,173	15,000	82,170	(E	184,173
SEG 2017	7	556,061	207,000	569,158	(8)	349,061	Investment Receipts - Treasurer/Other Interest Earned	1,431,553	621,000	1,165,906	ا (ھ)	810,553
CASTO CAST	×	\$6,105,609	\$2,848,766	\$2,974,362	Ξ	\$3,256,843	CASH DISBURSEMENTS FROM OPERATIONS	\$17,035,119	\$8,470,500	\$9,340,913	£	\$8,564,619
CARGA (AS)	6	(\$58,292)	(\$90,588)	(\$42,171)	(10)	\$32,296	Administrative Supplies & Costs	(\$215,481)	(\$306,725)	(\$235,087)	(10)	\$91.244
C2465,776 C245,777	9	(287,013)	(304,175)	(310,338)	(11)	17,162	Operating Supplies & Maintenance	(871,218)	(912,525)	(863,405)	<u>E</u>	41,307
(198,697) (375.44) (371.74)	Ξ:	(2,465,744)	(2,453,775)	(2,430,168)	(12)	(11,969)	Contractual Operating Costs	(6,833,024)	(6,971,325)	(6,330,397)	(12)	138,301
(12,0391) (31,024) (31,024) (31,034)	77	(198,667)	(283,577)	(371,713)	(13)	84,910	Contractual Professional Services	(2,356,282)	(2,499,330)	(2,376,118)	(13)	143,048
Control Cont	5 4	(12,901)	(67.254)	(14, 162)	(1) (1)	54 353	Wages & benefits Other Operating Costs	(1,358,603)	(1,694,525)	(1,6/4,85/)	(14)	135,922
Carrollo	15	(380,125)	(380,125)	(380,354)	5	0	Bond Debt Service – 2015 Bonds	(1,140,375)	(1,140,375)	(1,141,062)	(2)	0
\$2,275,870 \$4,094,335 \$4,106,783 \$9 \$264,566 \$1,132,421 \$3,521,439 \$2,5276,362 \$4,094,335 \$1,132,421 \$3,521,439 \$2,275,870 \$1,245,669 \$1,132,421 \$3,521,439 \$2,271,439 \$2,275,870 \$1,245,669 \$1,132,421 \$3,521,439 \$2,271,439 \$2,275,870 \$1,245,669 \$1,132,421 \$2,271,69 \$1,335,822 \$1,135,822	16	0	0	0	(16)	0	Parking Tax	(393,682)	(212,143)	(81,437)		(181,539)
S2,275,870 (\$1,132,421) S3,521,439 FACILITY IMPROVEMENT TRANSACTIONS S1,576,362 (\$6,468,211 (\$3,383,081) S2,275,870 (\$1,132,421 (\$1,132,	17	(\$3,829,739)	(\$4,094,335)	(\$4,106,783)	(6)	\$264,596		(\$13,458,757)	(\$13,938,711)	(\$12,733,994)		\$479,954
(\$180) \$0 (\$158) (17) (\$180) \$0 CASH DISBURSEMENTS (\$517) \$0 (\$473) (17) (\$180) \$0 CASH DISBURSEMENTS (\$517) \$0 (\$473) (\$180) (\$13.313) (\$18) (\$13.313) (\$18) (\$13.313) (\$18) (\$11.201) (\$12.2016) (\$1	18	\$2,275,870	(\$1,245,569)	(\$1,132,421)	'	\$3,521,439	INCREASE (DECREASE) IN CASH FROM OPERATIONS	\$3,576,362	(\$5,468,211)	(\$3,393,081)		\$9,044,573
(\$180) \$0 (\$158) (17) (\$180) \$0 (\$158) (17) (\$180) \$0 (\$158) (17) (\$180) \$0 (\$150) (17) (\$180) \$0 (\$150) (17) (\$180) \$0 (\$150) (17) (\$180) \$0 (\$150) (18) \$0												
(170,553) (1,506,375) (13,313) (16) (1,201) Replacement Program Project Costs (21,324) (1,628,875) (343,316) (34,317) (348,332) (138,277,936) (138,316) (11,201) Replacement Program Project Costs (22,916) (34,324) (482,334) (482,334) (482,334) (482,334) (482,334) (482,337) (11,201) Replacement Passenger Terminal Project Costs (439,346) (81,687,625) (34,687,625) (34,687,625) (34,687,625) (348,337) (189,744) (489,332) (189,744) (489,332) (189,744) (489,334) (81,687,625) (862,766) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,742) (189,740) (189,740) (189,742) (189,740) (189,740) (189,740) (189,740) (189,740) (189,741) (189,741) (189,741) (189,741) (189,741) (189,741) (189,741) (189,741) (189,741) (189,741)	6	(\$180)	04	(\$158)	(17)	(\$180)	FACILITY IMPROVEMENT TRANSACTIONS CASH DISBURSEMENTS Sound Insulation Program Costs	(\$517)	g	(A7A3)		(5617)
(\$204,850) (\$1,529,291) (\$2,916) (\$1,201) Replacement Passenger Terminal Project Costs (\$439,346) (\$65,750) (\$27,960) (\$19) (\$204,850) (\$1,529,291) (\$26,376) \$1,324,441 CASH RECEIPTS FROM FUNDING SOURCES (\$653,684) (\$1,697,625) (\$22,766) (\$1,697,625) (\$20,706) (\$1,604,744) RASH RECEIPTS FROM FUNDING SOURCES \$0 \$0 \$0 \$1,069,474 FAA Grants - Sound Insulation Program \$2,330,550 \$23,319 \$10,664	70	(170,553)	(1,506,375)	(13,313)	(18)	1,335,822	Other Facility Improvement Program Project Costs	(213,821)	(1,628,875)	(348,332)		1,415,054
CASH RECEIPTS FROM FUNDING SOURCES Strate CASH RECEIPTS FROM FUNDING SOURCES Strate CASH RECEIPTS FROM FUNDING SOURCES Strate Strate CASH RECEIPTS FROM FUNDING SOURCES Strate	27	(34,117)	(\$1,529,291)	(12,905)	(19)	(11,201)	Replacement Passenger Terminal Project Costs	(439,346)	(89,750)	(273,960)		(370,596)
\$0 (17) \$0 (20) (1069,474 FAA Grants - Sound Insulation Program \$0 (2330,550 (23319) \$0 (77) \$0 (20) (20) (20) (20) (20) (20) (20) (20							CASH RECEIPTS FROM FUNDING SOURCES		(0-0)	(2) (1)		,
1,892,793 0.20, 1,109,474 PAA Grants - Facility Improvement Program 2,330,550 823,319 180,640 (20) 1,892,793 221,887 1,205,834 (21) (209,850) Passenger Facility Charge Receipts/Reserves 72,037 281,887 1,205,834 (21) (209,850) Passenger Facility Charge Receipts/Reserves 72,037 281,887 1,205,834 (21) (209,850) \$1,105,206 \$1,1	23	\$0	\$0	0\$	(17)	\$000	FAA Grants - Sound Insulation Program	0\$	0\$	\$0	(17)	\$0
\$1,964,830 \$1,105,206 \$1,205,834 \$859,624 \$1,205,834 \$859,624 \$859,624 \$1,205,834 \$859,624 \$1,205,834 \$859,624 \$1,205,834 \$859,624 \$1,205,206 \$1,205,206 \$1,386,474 \$1,759,980 \$1,405,206 \$1,105,206 \$1,386,474 \$1,305,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,200 \$1,653,406 \$	25	72.037	281,887	1 205 834	(20)	1,069,474	FAA Grants - Facility Improvement Program Passenger Facility Charge Receints/Resentes	2,330,550	823,319	180,640	(50)	1,507,231
\$1,759,980 \$1,179,458 \$2,184,065 FEDERAL RELIEF GRANT FUNDS \$1,748,903 \$592,419 \$763,708 \$0 \$1,653,406 \$3,263,200 \$1,653,406 \$3,263,203 \$1,653,406 \$1,653,406 \$2,184,062,263	26	\$1,964,830	\$1,105,206	\$1,205,834		\$859,624		\$2,402,587	\$1,105,206	\$1,386,474	١ (١	\$1,297,381
\$1,759,980 (\$424,085) \$1,179,458 \$2,184,065 FEDERAL RELIEF GRANT FUNDS \$1,748,903 \$1,748,903 \$763,719 \$763,708 \$0 \$1,653,406 \$3,263,200 (\$1,653,406) CARES Act, CRRSAA, and ARPA Grants \$3,573,715 \$4,960,218 \$4,405,263 \$0 \$1,653,406 \$3,263,200 (\$1,653,406) (\$1,653,406) \$4,052,083 \$4,052,083 \$4,035,850 (\$16,248) \$3,310,237 \$4,052,098 \$4,052,098 \$8,898,980 (\$1,100,412) \$1,775,890						INCREAS		CTIONS				
\$0 \$1,653,406 \$3,263,200 (22) (\$1,653,406) CARES Act, CRRSAA, and ARPA Grants \$3,573,715 \$4,960,218 \$4,405,263 (22)	27	\$1,759,980	(\$424,085)	\$1,179,458		\$2,184,065		\$1,748,903	(\$592,419)	\$763,708		\$2,341,322
\$0 \$1,653,406 \$3,263,200 (22) (\$1,653,406) CARES Act, CRRSAA, and ARPA Grants \$3,573,715 \$4,960,218 \$4,405,263 (22) \$0 \$1,653,406 \$3,263,200 (\$1,653,406) (\$1,653,406) (\$1,653,406) (\$1,653,406 (\$1,653,406) (\$1,653,406) (\$1,653,406 (\$1,100,412) (\$1,775,890 (\$1,100,412) \$1,775,890 (\$1,100,412) \$1,775,890							FEDERAL RELIEF GRANT FUNDS					
\$0 \$1,653,406 \$3,263,200 (\$1,653,406) NET INCREASE (DECREASE) IN CASH - TOTAL \$4,035,850 (\$16,248) \$3,310,237 \$4,052,098 \$4,035,850 (\$1,100,412) \$1,775,890	78	0\$	\$1,653,406	\$3,263,200	(22)	(\$1,653,406)	CARES Act, CRRSAA, and ARPA Grants	\$3,573,715	\$4,960,218	\$4,405,263	(22)	(\$1,386,503)
NET INCREASE (DECREASE) IN CASH - TOTAL \$4,035,850 (\$16,248) \$3,310,237 \$4,052,098 \$1,775,890	59	\$0	\$1,653,406	\$3,263,200		(\$1,653,406)		\$3,573,715	\$4,960,218	\$4,405,263		(\$1,386,503)
\$4,035,850 (\$16,248) \$3,310,237 \$4,052,098	S						NET INCREASE (DECREASE) IN CASH - TOTAL					
	စ္တ	\$4,035,850	(\$16,248)	\$3,310,237	u	\$4,052,098		\$8,898,980	(\$1,100,412)	\$1,775,890		\$9,999,392

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND THREE MONTHS ENDED SEPTEMBER 30, 2021 & 2020

General Comments

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

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions.

Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

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

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

The FY 2022 Capital Program expenditures are primarily funded by the following sources:

- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants:
- Operating Revenues

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

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the Series 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

Due to the uncertainty caused by the impacts of COVID-19 to the aviation industry, the Authority continued its conservative outlook on passenger activity recovery into FY 2022. The Authority's Adopted FY 2022 budget was based on the following quarterly activity assumptions:

- Q1 (July -September): a reduction of 65% (represents recovery of 35%)
- Q2 (October December): a reduction of 55% (represents recovery of 45%)
- Q3 (January March): a reduction of 50% (represents recovery of 50%)
- Q4 (April June): a reduction of 45% (represents recovery of 55%)

Passengers were down 21.98% FYTD September when compared to pre-COVID levels. The result was above the Q1 budgeted assumption of a passenger reduction of 65% FYTD September resulting in positive financial performance FYTD September.

The Adopted FY 2022 Budget includes the use of \$12.3 million in federal relief funds to support bond debt service and personnel costs, and the use of \$2.5 million in ARPA concessions relief funds to supplement the loss in revenue from in-terminal concessionaires due to declined passenger activity resulting from the COVID-19 pandemic.

NOTE (1) - Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD September. On an accrual basis, operating revenues exceed the budget FYTD September by \$7,581,396. See notes 2 through 8 for additional information regarding operating receipts.

(Continued)

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND THREE MONTHS ENDED SEPTEMBER 30, 2021 & 2020

NOTE (2) - Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$313,858 FYTD September.

NOTE (3) - Parking Fees

Parking fee revenues performed above the budget forecast. Accrual basis Parking Fees are \$4,083,117 ahead of budget FYTD September.

NOTE (4) - Rental Receipts - Terminal Building

Terminal Building rental receipts exceed the budget FYTD September. Accrual basis Terminal Building rents exceed the budget by \$2,167,096 FYTD September.

NOTE (5) - Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD September partially due to the timing of receipts. Accrual basis Other Building rents are \$155,475 ahead of budget FYTD September due to CPI adjustments.

NOTE (6) - Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$388,945 FYTD September.

NOTE (7) - Other Receipts

This category consists primarily of filming, TSA LEO reimbursements, fingerprint/badge renewal fees, noise fees, access fees, and the newly implemented fee for ground handling services for the airlines. Accruals basis Other Receipts are \$235,611 ahead of budget FYTD September.

NOTE (8) - Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$237,294 FYTD September.

NOTE (9) - Cash Disbursements from Operations

Overall operating disbursements are favorably under budget FYTD September. On an accrual basis operating disbursements are favorably within budget parameters. See additional information on operating disbursements in notes 10 through 16.

NOTE (10) - Administrative Supplies & Costs

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

NOTE (11) - Operating Supplies & Maintenance

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

(Continued)

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND THREE MONTHS ENDED SEPTEMBER 30, 2021 & 2020

NOTE (12) - Contractual Operating Costs

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

NOTE (13) - Contractual Professional Services

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

NOTE (14) - Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the Memorandum of Understanding effective February 2021. Wages and Benefits include overtime for film location services which are recovered through the related film revenue.

NOTE (15) - Other Operating Costs

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

NOTE (16) - Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The October 2021 remittance, in the amount of \$645,929, covers parking activity for the months of July, August and September 2021.

NOTE (17) - Sound Insulation Program

The Sound Insulation program is funded primarily through FAA Airport Improvement Program ("AIP") grants and and Passenger Facility Charge ("PFC") revenues. Staff is awaiting FAA's decision to award a noise discretionary grant, the receipt of which will facilitate the restart of the program.

NOTE (18) - Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis are under budget FYTD September by \$1,415,054 due to the delay of certain projects.

NOTE (19) - Replacement Passenger Terminal Project

Replacement Passenger Terminal Project costs on a cash basis exceed the budget FYTD September by \$370,596 primarily due to payments for FY 2021 accrued costs. The majority of the \$439,346 in cash expenditures FYTD September are related to the completion of the EIS (payments to RS&H - \$371,130, which are funded through AIP grant and PFC revenues)

NOTE (20) - FAA Grants - Other Facility Improvement Program Projects

FAA Grants are budgeted to partially fund the ARFF Truck Replacement and required Hollyona Property modifications.

NOTE (21) - Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Airfield Maintenance Equipment, the Airfield Vault Replacement Project, the Taxilane A Rehabilitation and the Runway 8 PAPI Relocation Project.

(Continued)

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND THREE MONTHS ENDED SEPTEMBER 30, 2021 & 2020

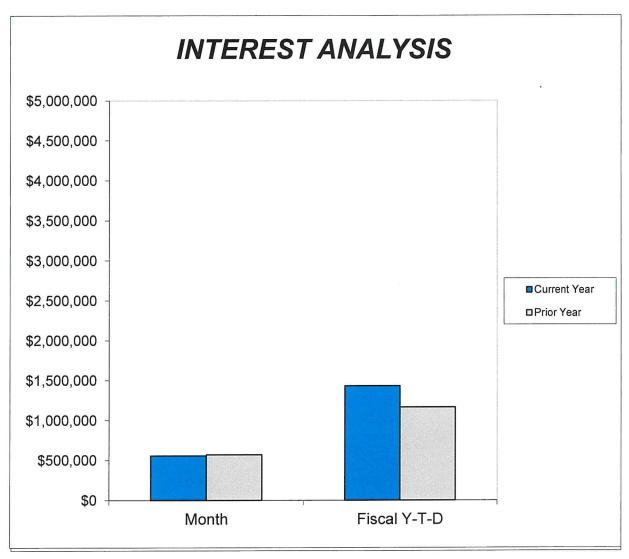
NOTE (22) - Federal Relief Grant Funds

FYTD September reimbursement of \$3.6 million is from CARES Act Grant funds, covering FY 2021 costs related to the 2015 Bond Debt Service for June 2021 and certain personnel costs for February to April 2021.

The Adopted FY 2022 Budget includes the use of \$12.3 million in federal relief funds to support bond debt service and personnel costs, and the use of \$2.5 million in ARPA concessions relief funds to supplement the loss in revenue from in-terminal concessionaires due to declined passenger activity resulting from the COVID-19 pandemic.

(775,999)\$298,138 \$697,910 376,227 Fiscal YTD Performance (July 2021 - September 2021) Actual Vs. Variance Budget Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 Note In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds (2) At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses E 0 0 4 On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became The debt service on the 2012 Revenue Bonds and the repayment to the Authority of the loans to the Rent-A-Car Companies ("RACs") is payable from The Authority has reserved approximately \$2.5 million in CRRSAA Grant funds to fund the 2012 Bond Debt Service. Reimbursements are anticipated REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS (\$669,445) (1,458,515)Prior Year Fiscal YTD \$520,790 268,280 Actual \$ \$0 Fiscal YTD Budget 775,999 257,740 (1,458,739)\$425,000 FYTD September reimbursement of \$376,227 covers FY 2021 costs related to the 2012 Bond Debt service for May and June 2021 CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service. (1,458,739)under the terms and conditions of the Non-Exclusive Concession and Lease Agreement wit the Rent-A-Car Companies \$1,122,910 \$298,138 257,740 376,227 BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS Actual \$ Fiscal YTD MONTH AND THREE MONTHS ENDED SEPTEMBER 30, 2021 & 2020 Payments to Bond Trustee for 2012 Bond Debt Service CARES Act Grant Funds - 2012 Bond Debt Service the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice. September 2021 Customer Facility Charge Receipts CRRSAA Grant Funds to continue to be received through future CRRSAA Grant drawdowns are remitted to the Bond Trustee for the 2012 Bond debt service. Facility Rent receipts are applied to the 2012 Bond debt service Facility Rent Net RITC / ConRAC Facility Payments and Collections effective, including the collection of Facility Rent. (258,667)Customer Facility Charge ("CFC") Receipts \$10,448 \$269,115 Actual Vs. Variance Budget Note (2) -0.004Ω (\$196,996) Monthly Performance 108,302 \$180,873 (486,171)Prior Year Sep 2020 Actual \$ CRRSAA Grant Funds CARE Grant Funds Facility Rent 85,914 \$0 \$141,666 486,247) 258,667 Budget Sep 2021 m General Comments (486,247) 85,914 \$10,448 \$410,781 Actual \$ Sep 2021 Note (1) -Note (5) -Note (2) Note (3) Note (4) 31 33 34 35

Burbank-Glendale-Pasadena Airport Authority



	September 2021	September 2020
Interest Receipts Month	\$556,061	\$569,158
	• •	, .
Interest Receipts Fiscal Y-T-D	\$1,431,553	\$1,165,906
Month End Portfolio Balance	\$246,909,183	\$230,678,434
Yield to Maturity	0.39%	0.29%

Supplement to the September 2021 Treasurer's Report

FYTD September 2021 Cash Disbursements
Facility Improvement Transactions

						AIRPORT AU			
PROJECT DESCRIPTION		Annual Budgeted Cost	Π	FYTD 2022 (Sept 2021) Budgeted Cost		FYTD 2022 (Sept 2021) Cash Basis Cost	Bu	FYTD 2022 (Sept 2021) dget Variance av. / (Unfav.)	Project Status FYTD September 2021
BUILDING IMPROVEMENTS									
1) Minor Building Improvements		100,000		25,000		-		25,000	Several small projects underway
TOTAL BUILDING IMPROVEMENTS	\$	100,000	\$	25,000	9	-	\$	25,000	
IT/COMMUNICATIONS/SECURITY									
2) IT Network Infrastructure Equipment Replacement		300,000		90,000		-		90,000	Anticipated 2nd half of FY 2022
3) DVSS Installation and Equipment Replacement		175,000		137,500		_		137,500	Anticipated 2nd half of FY 2022
TOTAL IT/COMMUNICATIONS/SECURITY	\$	475,000	\$	227,500	\$	5 -	\$	227,500	
EQUIPMENT									
ARFF Truck Replacement	A STATE OF	909 500		909 500				808 500	
5) Airfield Maintenance Equipment	t	808,500		808,500		110.000		808,500	Delivery delayed until December Sweeper delivered September. Ramp scrubbe
TOTAL FOLUNDATION	_	265,000	_	265,000		148,623		116,377	delivery delayed to Q2
TOTAL EQUIPMENT	\$	1,073,500	\$	1,073,500	\$	148,623	\$	924,877	
RUNWAY / TAXIWAY / ROADWAY PROJECTS									
6) Airfield Lighting Vault Replacement - Construction	+	4,840,000		(-		36,494		(36,494)	Construction 2nd half FY 2022
7) Taxilane A Rehabilitation - Construction	-	1,320,000	_	-		-		-	Construction 2nd half FY 2022
8) Runway 8 PAPI Relocation	-	300,000		-	L			-	Anticipated 2nd half FY 2022
9) Parking Lot D Access Improvements		250,000		150,000		14,210		135,790	Project concept under development
10) Airside Pavement Rehabilitation - Design		223,350				:=:		_	Design contract awarded Oct. 2021
11) Hollyona Property Modification - RPZ Land		87,000		87,000		-		87,000	Anticipated 2nd half FY 2022
TOTAL RUNWAY/TAXIWAY/ROADWAY	\$	7,020,350	\$	237,000	\$	50,704	\$	186,296	
NOISE MITIGATION									
12) Residential Acoustical Treatment Program	\$	125,000	\$	_	\$	517	\$	(517)	Pending award of FAA grant
TOTAL NOISE MITIGATION	\$	125,000		-	\$			(517)	r snaing undid on i rea gigit.
13) Replacement Terminal Development		077.000		00 ==0		100 015		(070 -05)	
	\$	275,000	\$	68,750	\$		\$		Primarily EIS; accrued in FY 2021
TOTAL DEVELOPMENT	\$	275,000	\$	68,750	\$	439,346	\$	(370,596)	
O & M CAPITAL	\$	578,500	\$	65,875	\$	14,494	\$	51,381	
TOTAL	\$	9,647,350	\$	1,697,625	\$	653,684	\$	1,043,941	

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY DECEMBER 13, 2021

ANNUAL EXEMPT SURPLUS LAND DECLARATION

Presented by Terence R. Boga, Esq. Authority General Counsel

SUMMARY

At its meeting on November 15, 2021, the Legal, Government and Environmental Affairs Committee ("Committee") voted unanimously (3–0) to recommend that the Commission adopt the attached Resolution No. 491 to make the annual exempt surplus land declaration required by state law.

BACKGROUND

California's Surplus Land Act ("Act") seeks to address statewide needs for affordable housing, open space, school facility, and transit village infill sites. The Act applies to all local agencies, including joint powers agencies like the Authority. Pursuant to the Act, prior to disposing of land, a local agency must declare the land to be "surplus land" or "exempt surplus land." Such declarations may be made on an annual basis, and a single declaration may cover multiple parcels. When disposing of surplus land, a local agency first must send an availability notice to designated entities and must engage in good faith negotiations with any of those entities that are interested in the property.

The California Department of Housing and Community Development ("HCD") has issued guidelines to implement the Act. Under the HCD guidelines, a lease is deemed to be a disposal of property unless either (i) no development or demolition will occur on the leased land; or (ii) the lease has a term of less than five years including any extensions, amendments, or options.

The Act does not apply to the disposition of property that qualifies as "exempt surplus land." In relevant part, the term "exempt surplus land" includes land subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site.

The Authority occasionally executes leases that involve development or demolition. Additionally, when extensions, amendments, or options are factored in, the Authority executes many airport property leases exceeding five years. The airport property involved in such leases qualifies as "exempt surplus land" under the Act because of the grant assurances imposed on the Authority by the Federal Aviation Administration ("FAA") in connection with the Airport Improvement Program funding from the federal government. Specifically, the FAA's Airport Compliance Manual declares that residential housing on airport property is forbidden by Grant Assurances 5 (preserving rights and powers), 19 (operation and maintenance), and 21 (compatible land use). There is no feasible method to satisfactorily mitigate or avoid such prohibition.

To memorialize the determination that the Act is inapplicable to the Authority's leases of airport property, staff has prepared the attached Resolution No. 491 for the Commission's consideration. If adopted, staff will submit the resolution to HCD for review and filing.

RECOMMENDATION

At its meeting on November 15, 2021, the Committee voted unanimously (3–0) to recommend that the Commission adopt the attached Resolution No. 491 to declare that all airport property leased by the Authority on which development or demolition will occur, or for which the term will be at least five years, is exempt surplus land under the Act.

Attachment: Draft Resolution No. 491

RESOLUTION NO. 491

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION MAKING AN ANNUAL EXEMPT SURPLUS PROPERTY DECLARATION

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

Section 1. Findings.

- A. The Burbank-Glendale-Pasadena Airport Authority ("Authority") owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport), an approximately 555-acre facility serving scheduled air carriers, general aviation, and military air operations.
- B. The Surplus Land Act ("Act"), Government Code Section 54220 et seq., requires local agencies to declare their lands to be either "surplus land" or "exempt surplus land" prior to disposal. The statute allows local agencies to make such declarations on an annual basis, and allows a single declaration to cover multiple parcels.
- C. The Act does not apply to a local agency's disposition of exempt surplus land. As used in the Act, the term exempt surplus land includes land subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site.
- D. Under California Department of Housing and Community Development ("HCD") guidelines implementing the Act, a lease is deemed to be a disposal of property unless either (i) no development or demolition will occur on the leased land; or (ii) the lease has a term of less than five years including any extensions, amendments, or options.
- E. When extensions, amendments, or options are factored in, the Authority executes many airport property leases exceeding five years.
- F. The Authority regularly receives grant funding from the federal government through the Airport Improvement Program ("AIP") administered by the Federal Aviation Administration ("FAA").
- G. The FAA's Airport Compliance Manual declares that residential housing on airport property is forbidden by AIP Grant Assurances 5, 19, and 21 imposed on airport sponsors. There is no feasible method to satisfactorily mitigate or avoid such prohibition. Grant Assurance 5 precludes an airport sponsor from taking any action that may deprive it of its rights and powers to direct and control airport development. Grant Assurance 19 precludes an airport sponsor from causing or permitting any activity or action that would interfere with an airport's intended use for airport purposes. Grant Assurance 21 requires an airport sponsor to restrict the land use of airport and airport-adjacent property to airport compatible purposes and activities.

<u>Section 2.</u> <u>Declaration.</u> All airport property leased by the Authority on which development or demolition will occur, or for which the term will be at least five years, is exempt surplus land under the Act pursuant to Government Code Section 54221(f)(1)(G). Residential housing on airport property is forbidden by AIP Grant Assurances 5, 19, and 21, which are valid legal restrictions imposed on the Authority by the FAA, and there is no feasible method to satisfactorily mitigate or avoid such prohibition.

<u>Section 3</u>. <u>Submittal</u>. The Executive Director shall submit a copy of this Resolution to HCD in accordance with the agency's Surplus Land Act Guidelines.

<u>Section 4</u>. <u>CEQA</u>. The Commission determines that the adoption of this Resolution is exempt from environmental review under the California Environmental Quality Act pursuant to Title 14, Section 15061(b)(3) on the grounds that it can be seen with certainty that this Resolution will not have a significant effect on the environment.

<u>Section 5</u>. <u>Duration</u>. The annual exempt surplus land declaration made by this Resolution shall be effective until December 12, 2022.

Adopted this 13th day of December, 2021.

	Paula Devine, President Burbank-Glendale-Pasadena Airport Authority
Attest:	
Frank R. Miller, Assistant Secretary	

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY DECEMBER 13, 2021

AWARD OF CONSTRUCTION CONTRACT, AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND APPROVAL OF PROJECT BUDGET FOR TAXILANE ALPHA REHABILITATION PROJECT NUMBER E20-02

Presented by
Anthony DeFrenza
Director, Engineering and Maintenance

<u>SUMMARY</u>

At its meeting on November 15, 2021, the Operations and Development Committee ("Committee") voted unanimously to recommend that the Commission:

- Award a construction contract in the amount of \$1,197,130 to All American Asphalt for the Taxilane Alpha Rehabilitation Project ("Project");
- ii) Award a professional services agreement in the amount of \$86,665 to RDM International, Inc. ("RDM") for an engineer of record services, onsite technical services, and material testing;
- iii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$60,000; and,
- iv) Authorize a project contingency of \$40,000.

BACKGROUND

Taxilane Alpha was identified as requiring rehabilitation based upon current and anticipated aircraft operations and a Pavement Condition Index ("PCI") value in the low seventies. The pavement in this area services a majority of the aircraft utilizing the airport. There is a greater concern of Foreign Object Debris ("FOD") with potential ingestion into the engines of taxiing aircraft in this highly used area. Repair efforts have maintained the condition of the pavement at a reasonable level, but these efforts are no longer effective in delaying the rehabilitation.

PROJECT DETAILS

In 2019, using a Federal Aviation Administration ("FAA") qualifications-based process, the Authority engaged RDM to develop design documents for the Project as well as the Delta Ramp, Delta 7 Connector, and Golf Infield rehabilitation. The Authority instructed the consultant to provide separate construction packages to be bid when construction funding became available for each area. The Project is to be funded by a recently approved Passenger Facility Charge ("PFC") application.

STAFF REPORT\COMMISSION\12-13-21
AWARD OF CONSTRUCTION CONTRACT,
AWARD OF PROFESSIONAL SERVICES AGREEMENT,
AND APPROVAL OF PROJECT BUDGET FOR
TAXILANE ALPHA REHABILITATION
PROJECT NUMBER E20-02

Last rehabilitated in 2010, Taxilane Alpha has an average PCI value of 72. Although a PCI value above 70 does not typically trigger a rehabilitation, it indicates that pavement degradation will accelerate, and the pavement quality is projected to degrade to a point requiring rehabilitation before 2027. With the development of a Replacement Passenger Terminal, Taxilane Alpha will be modified to accommodate the extension of Taxiway Charlie, thus the anticipated useful life of Taxilane Alpha is estimated through 2027. Recognizing that some rehabilitation work will be required in advance of demolishing Taxilane Alpha, the clearly stated objective of the Taxilane Alpha rehabilitation design was to limit the scope of rehabilitation work to only that required to maintain an acceptable quality pavement and minimize the risk of FOD.

Based on this stated objective, the designed rehabilitation includes a limited 2-1/2" grind and overlay in the heavier used areas, and a 2" grind and overlay in the remaining areas.

PROCUREMENT (SOLICITATION/BID EVALUATION/RECOMMENDATION FOR AWARD)

Staff initiated the bid process on September 7, 2021, by posting bid documents on PlanetBids. Six bids were received on October 7, 2021, with the following results:

CONTRACTOR	BID
All American Asphalt (Corona, CA)	\$1,197,129.65
PALP, Inc. dba Excel Paving Company (Long Beach, CA)	\$1,248,712.99
Sully-Miller Contracting Company (Orange, CA)	\$1,290,000.00
Griffith Company (Brea, CA)	\$1,347,243.20
C.A. Rasmussen, Inc. (Valencia, CA)	\$1,372,075.10
Granite Construction (Watsonville, CA)	\$1,499,783.30

All American Asphalt has performed satisfactorily for the Authority in the past for similar work.

BID EVALUATION

The apparent low bid was evaluated by staff and determined to be responsive. An additional evaluation was conducted to determine whether there were any bid anomalies, and none were found.

TECHNICAL SERVICES, TESTING, AND INSPECTION

As the designer of record, Staff negotiated a detailed scope of services and fee with RDM to provide engineer of record 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 \$86,665

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STAFF REPORT\COMMISSION\12-13-21
AWARD OF CONSTRUCTION CONTRACT,
AWARD OF PROFESSIONAL SERVICES AGREEMENT,
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TAXILANE ALPHA REHABILITATION
PROJECT NUMBER E20-02

is reasonable based upon the defined scope and 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 Staff. The proposed total not-to-exceed budget for all services is \$60,000.

SCHEDULE

Staff will issue a Notice to Proceed to All American Asphalt upon Commission approval and receipt of all contractual pre-requisites.

The contract allows for work seven days a week for most areas. Construction will not begin until February 20, 2022, after the Superbowl construction moratorium has been lifted.

OPERATIONS IMPACTS

Staff will communicate with Airlines, Air Traffic Control Tower, Fixed Base Operators, and all stakeholders to provide regular project status and schedule updates. Completion of the Project will require short-term closure of movement areas. Work will be completed at night to limit the disruption to airport operations. To minimize the risk of the Project impacting regular airport operations, any failure by All American Asphalt to complete work necessary to reopen movement areas at the prescribed time results in substantial liquidated damages assessed in terms of 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 National Environmental Protection Agency requirements for federally funded projects, a Categorical Exclusion was filed with the FAA and approved.

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BUDGET APPORTIONMENT

CATEGORY OF WORK	AMOUNT	% Of COSTS
Construction	\$ 1,197,130	80%
Construction Administration/Testing	\$86,665	5%
Construction Management/Contract Administration	\$60,000	4%
Project Contingency	\$40,000	3%
Construction Total	\$1,383,795	92%
Project Formulation Costs (Design)*	\$ 113,799	8%
Project Total	\$ 1,497,594	100%

^{*}The award of a professional services agreement for design and associated management and administrative costs were approved by the Commission at the December 16, 2019, meeting.

BUDGET IMPACTS

The adopted FY 2022 Budget includes appropriations for this project of \$1,320,000. The estimated Construction Total and anticipated fiscal year expenditures of \$1,383,786 exceed the appropriations. However, the cost of the Project will be funded through an already approved PFC Application in the amount of \$1,500,000. The estimated Construction Total plus all project costs spent to date are within the approved PFC Application.

RECOMMENDATIONS

At its meeting on November 15, 2021, the Committee voted unanimously to recommend that the Commission:

- i) Award a construction contract in the amount of \$1,197,130 to All American Asphalt for the Taxilane Alpha Rehabilitation Project;
- ii) Award a professional services agreement in the amount of \$86,665 to RDM for an engineer of record services, onsite technical services, and material testing:
- iii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$60,000; and
- iv) Authorize a project contingency of \$40,000.

-4-

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY DECEMBER 13, 2021

AWARD OF CONSTRUCTION CONTRACT, AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND APPROVAL OF PROJECT BUDGET FOR REPLACEMENT AIRFIELD LIGHTING VAULT

Presented by
Anthony DeFrenza
Director, Engineering and Maintenance

SUMMARY

At its meeting on November 15, 2021, the Operations and Development Committee ("Committee") voted unanimously (3–0) to recommend that the Commission:

- i) Award a construction contract in the amount of \$4,782,907 to Aldridge Electric, Inc for a replacement airfield lighting vault ("ALV");
- ii) Award a professional services agreement in the amount of \$165,385 to Lean Engineering for an engineer of record services, onsite technical services, special inspection, and material testing;
- iii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$150,000;
- iv) Authorize a project allowance for buildings permit and Burbank Water and Power ("BWP") fees in the amount of \$150,000;
- v) Authorize a project allowance of \$20,000 to provide backup generators to maintain power as needed to existing hangar tenants; and
- vi) Authorize a project contingency of \$250,000.

BACKGROUND

Originally constructed in 1984, the existing ALV has been rehabilitated and modified several times to accommodate the replacement of equipment and upgrades based on industry standards and changing technology. Although functional, many systems are outdated, and the configuration and size of the existing ALV create challenges associated with ongoing maintenance of the airfield lighting system. Lean Engineering completed an engineering assessment of the existing ALV in 2019 and recommended that it be replaced rather than undergo further rehabilitation.

PROJECT DESCRIPTION

In accordance with recommendations in the assessment of the existing ALV, a Professional Services Agreement with Lean Engineering was approved by the Commission on February 18, 2020, for the engineering and design of a replacement ALV. The prepared construction bid package incorporates a new ALV structure just north of the existing vault. The proposed replacement ALV includes an uninterruptible power supply battery system and new regulators. The revised configuration will improve the reliability and maintainability of the electrical equipment inside the new vault. The project includes a new backup emergency

generator and incorporates a new utility power feed from BWP which will address power fluctuation issues and further improve the reliability of the critical airfield lighting system.

PROCUREMENT (SOLICITATION/BID EVALUATION/RECOMMENDATION FOR AWARD)

Staff initiated the bid process on August 27, 2021, by posting bid documents on PlanetBids. Four bids were received by the deadline on October 12, 2021. One of the bidders withdrew its bid after identifying an administrative error. Another bidder was deemed non-responsive due to failure to deliver a bid bond by the deadline. The remaining bids are listed below:

CONTRACTOR	BID
Aldridge Electric, Inc.	\$4,782,907
Royal Electric Co.	\$5,649,000

BID EVALUATION

The apparent low bid was evaluated by Staff and determined to be responsive. An additional evaluation was conducted to determine whether there were any bid anomalies, and none were found.

TECHNICAL SERVICES, TESTING AND INSPECTION

As the designer of record, Staff negotiated a detailed scope of services and fee with Lean Engineering to provide engineer of record services, technical services, and materials testing services and special inspection. These services include site visits, weekly progress meeting participation, materials compliance testing (quality assurance), submittal reviews, response to contractor RFIs, special inspection services, non-compliance reporting and corrective actions follow-up. Staff believes the proposed value of the services in the amount of \$165,385 is reasonable based upon the defined scope and 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 Staff from the Engineering, Maintenance, and Operations Departments. The proposed total not-to-exceed budget for all services is \$150,000.

CITY PERMITS AND BURBANK WATER AND POWER (BWP) FEES

In coordination with the assigned BWP Engineer, Staff estimates the total cost that may be due to BWP for the new power service to be \$150,000 which includes a new electrical transformer installation and cable pulls which is work that must be completed by the utility. Additionally, the \$150,000 includes the estimated cost due to the City of Burbank for the necessary building permits.

TEMPORARY HANGAR POWER ALLOWANCE

In order to install the new utility service, BWP will be required to interrupt the existing service to two airport tenants in Hangars 88 and 89. The specific duration and timing of the outage are unknown at this time. By facilitating coordination between the project contractor and BWP, Staff intends to minimize any impacts of this outage to the airport tenants. If the length or timing of the required outage is such that it cannot be reasonably accommodated by the existing hangar tenants, the proposed \$20,000 allowance will facilitate the provision of a temporary backup generator to maintain power to the hangars if required by the tenants during the outage.

PROJECT CONTINGENCY

A project contingency of \$250,000, approximately 5% of the construction cost, is requested to address any additional costs resulting from unknown subsurface conditions or changes to scope necessitated by project conditions that are not the responsibility of the contractor.

SCHEDULE

Staff shall issue a Notice to Proceed ("NTP") following Commission approval and receipt of all contractual prerequisites. The contract allows 300 calendar days from NTP issuance for the completion of the work.

OPERATIONS IMPACTS

Staff will communicate regularly with all stakeholders to provide project status and schedule updates. The existing ALV will remain operational while the replacement structure is being constructed and commissioned. Detailed coordination with Airport Operations and the Air Traffic Control Tower is required prior to cutting over the existing airfield lighting circuits from the existing ALV to the new structure. This work will be completed one circuit at a time to limit the risk of operational impacts.

ENVIRONMENTAL REVIEW

Staff has reviewed the California Environmental Quality Act guidelines regarding exemptions applicable to this project and determined that this project is exempt pursuant to the Class 3 categorical exemption (14 C.C.R. § 15301). Among other things, a Class 3 exemption covers the construction and location of limited numbers of new, small facilitates or structures; installation of small new equipment and facilities in small structures.

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

The entire plan set was submitted to the City of Burbank to obtain the necessary building permits and was coordinated with BWP in order to facilitate obtaining a new utility service feed.

BUDGET APPORTIONMENT

CATEGORY OF WORK	AMOUNT	% Of COSTS
Construction	\$ 4,782,907	77%
Construction Administration/Testing	\$165,385	3%
Construction Management/Contract Administration	\$150,000	2%
City Permit & BWP Fees (Allowance)	\$150,000	2%
Hangar Power (Allowance)	\$20,000	<1%
Project Contingency	\$250,000	4%
Construction Total	\$5,518,292	89%
Project Formulation Costs (Design)*	\$ 663,753	11%
Project Total	\$ 6,182,045	100%

^{*} The award of a professional services agreement for design and associated management and administrative costs were approved by the Commission at the meeting on February 18, 2020.

BUDGET IMPACTS

The adopted FY 2022 Budget includes construction appropriations for this project of \$4,840,000. Total project formulation costs spent to date are \$663,753 of which \$37,511 were incurred in the current fiscal year. Construction phase costs anticipated to occur before June 30, 2022, are estimated to be \$3,000,000 resulting in a total FY 2022 expenditures of approximately \$3,040,000. The estimated balance of construction phase costs will carry over and budgeted into the next fiscal year.

It was anticipated that all project costs are to be funded from an approved Passenger Facility Charge ("PFC") application in the amount of \$5,497,615. However, due to the shortfall in the approved amount versus the projected cost, which includes a contingency that cannot be funded in advance through a PFC application, an amendment to the approved PFC application may be submitted in the event current project costs exceed the current PFC authorization.

RECOMMENDATIONS

At its meeting on November 15, 2021, the Committee voted unanimously (3–0) to recommend that the Commission:

- i) Award a construction contract in the amount of \$4,782,907 to Aldridge Electric, Inc for the ALV replacement project;
- ii) Award a professional services agreement in the amount of \$165,385 to Lean Engineering for an engineer of record services, onsite technical services, special inspection and material testing;
- iii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$150,000;
- iv) Authorize a project allowance for building permit and BWP fees in the amount of \$150,000;
- v) Authorize a project allowance of \$20,000 to provide backup generators to maintain power as needed to existing hangar tenants; and
- vi) Authorize a project contingency of \$250,000.

STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY DECEMBER 13, 2021

AWARD OF CONTRACT ACQUISITION OF REPLACEMENT POLICE PATROL VEHICLES

Presented by Edward B. Skvarna Chief of Police, Airport Police Department and Director, Public Safety

<u>SUMMARY</u>

Subject to the recommendation of the Operations and Development Committee ("Committee") at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to authorize a purchase order to National Auto Fleet Group for the acquisition of two replacement Airport Police Department ("APD") patrol vehicles in the amount of \$117,192.73.

BACKGROUND

Currently APD operates with a fleet of three command vehicles, six patrol vehicles and two utility support vehicles. Two of the APD patrol vehicles have reached the end of their reliable service as emergency vehicles. Unit #103 was purchased and put into service in 2011 and has 127,317 miles. Unit #104 was purchased and put into service in 2011 and has 159,566 miles. These vehicles respond to all emergencies and public assistance calls on the Airport.

At the suggestion of Commissioner Ovrom, APD researched the availability of electric and hybrid powered systems for patrol vehicle replacements. At the present time, electric vehicles for law enforcement are still primarily in the testing phase. Additionally, although manufacturers have begun producing hybrid powered vehicles for law enforcement, the production and availability of this type of vehicle is being impacted by ongoing supply chain issues. The research into these two alternative powered vehicles for law enforcement is promising and APD has set a goal to move its emergency response vehicles to electric or hybrid power when such units become more readily available. Until then, APD seeks approval to acquire patrol replacement vehicles that are gasoline powered to replace Units #103 and #104 as soon as possible. Because APD's vehicles are used for the daily routine perimeter inspections and must be able to respond to emergency calls, it is necessary to replace these vehicles as soon as possible with vehicles the manufacturers have in production or in inventory.

DETAILS

Through the master vehicle contract #120716-NAF between Sourcewell (formerly known as National Joint Power Alliance) and National Auto Fleet Group, Staff has been able to obtain a value price proposal for replacement gasoline powered patrol vehicles. The master vehicle contract includes installation of all emergency lights, control units, and Kevlar

ballistic panels. These items are usually an aftermarket separate charge for the equipment and installation that adds approximately \$10,000 to the cost of the vehicle.

Procuring law enforcement vehicles through this master contract is undertaken by a number of other area law enforcement agencies. Some of the law enforcement agencies that participate in this program are Los Angeles Police Department, LAX Airport Police, Orange County Sheriff's Department, Visalia Police Department, Huntington Beach Police Department, Alhambra Police Department, Orange Police Department, Pomona Police Department, Buena Park Police Department, Costa Mesa Police Department, Fullerton Police Department, and Garden Grove Police Department.

The cost of the two vehicles under this master vehicle contract is \$117,192.73 including sales tax. To complete the vehicle for patrol duty, reflective vehicle decals, and the installation of all radios (interoperable and air to ground) recycled from the two units being retired, will be undertaken through separate purchase orders. The estimated cost for the final fit out is approximately \$2,500.

FUNDING

The cost for two replacement police patrol vehicles is included in the adopted FY 2021/2022 budget.

IMPACT ON OPERATIONS

The proposed replacement vehicles will ensure APD personnel have reliable vehicle equipment that is able to respond to emergencies on Airport property during the course of carrying out their duties.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to approve acquisition of two gasoline powered replacement APD patrol vehicles utilizing National Auto Fleet Group master contract pricing in the amount of \$117,192.73.

Hollywood Burbank Airport

		October			January - October			
REVENUE PASSENGERS	2021	2020	% Change	2021	2020	% Change		
Signatory Airlines								
Alaska Airlines	45,316	13,020	248.05%	287,314	155,564	84.69%		
American Airlines	40,939	15,552	163.24%	261,048	159,345	63.83%		
Avelo Airlines	24,466	0	N/A	204,613	0	N/A		
Delta Airlines	17,916	5,501	225.69%	129,250	65,110	98.51%		
Frontier Airlines	16,063	0	N/A	53,725	0	N/A		
JetBlue Airways	12,829	0	N/A	53,137	49,557	7.22%		
Southwest Airlines	284,803	92,561	207.69%	1,706,178	1,219,556	39.90%		
Spirit Airlines	8,041	3,178	153.02%	34,979	40,812	-14.29%		
United Airlines	12,081	5,044	139.51%	49,217	91,846	-46.41%		
Total Revenue Passengers	462,454	134,856	242.92%	2,779,461	1,781,790	55.99%		
Inbound (deplaned)	232,212	67,786	242.57%	1,392,859	891,946	56.16%		
Outbound (enplaned)	230,242	67,070	243.29%	1,386,602	889,844	55.83%		

AIRCRAFT OPERATIONS		October		Jan	uary - Octob	er
	2021	2020	% Change	2021	2020	 % Change
Landings & Takeoffs						
Air Carrier	5,199	2,154	141.36%	32,444	2,154	1406.22%
Air Taxi	1,973	1,367	44.33%	16,158	29,096	-44.47%
General Aviation	2,696	2,212	21.88%	23,925	13,868	72.52%
Military Itinerant	23	19	21.05%	333	18,096	-98.16%
Subtota	al 9,891	5,752	71.96%	72,860	63,214	15.26%
Pass Through BUR Airspace						
Civil Local	2,393	3,064	-21.90%	29,376	3,406	762.48%
Military Local	0	0	N/A	0	57,804	N/A
Subtota	al 2,393	3,064	-21.90%	29,376	61,210	-52.01%
Total Aircraft Operation	====== s 12,284	8,816	39.34%	102,236	124,424	-17.83%

Air Carrier: Scheduled commercial air carrier operations; including cargo operators

Air Taxi: Smaller aviation operators such as charters, commuter carriers or on-demand operators

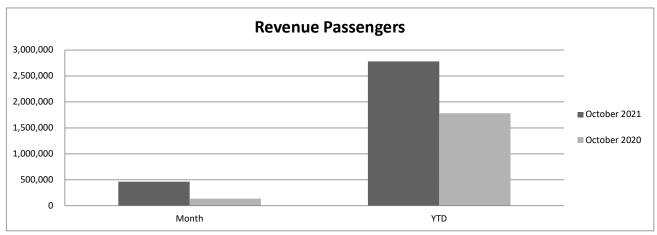
General Aviation: Civil aviation operations for personal use

Military Itinerant: Military aviation activities

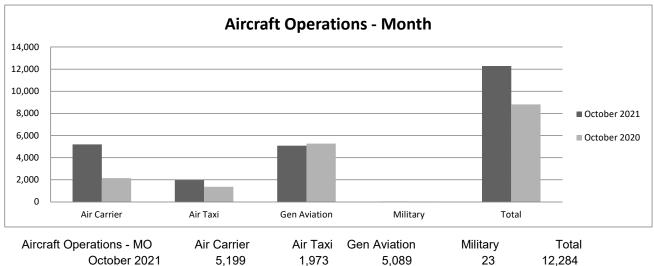
Civil Local: Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR. **Military Local:** Military aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

Hollywood Burbank Airport

			October	r January - Oc			ober
AIR CARGO (lbs.)		2021	2020	% Change	2021	2020	 % Change
Signatory Airlines							
Alaska Airlines		1,009	569	77.33%	5,833	5,481	6.42%
American Airlines		0	0	N/A	1,584	1,201	31.89%
Avelo Airlines Delta Airlines Frontier Airlines		0	0	N/A	0	49,078	-100.00%
JetBlue Airways Southwest Airlines Spirit Airlines		323,152	120,291	168.64%	1,958,930	1,158,278	69.12%
United Airlines		0	0	N/A	0	1,106	-100.00%
Other Scheduled Carr	iers						
Federal Express		4,088,188	4,467,042	-8.48%	43,871,710	42,969,444	2.10%
United Parcel Service		4,268,639	4,583,100	-6.86%	41,499,725	46,066,004	-9.91%
Charter/Contract Carr	iers						
Ameriflight		194,140	252,090	-22.99%	2,017,559	2,764,176	-27.01%
	Total Air Cargo	8,875,128 ======	9,423,092 ======	-5.82% ======	89,355,341 ======	93,014,768	-3.93% ======
Inbound (deplaned)		4,347,915	4,633,856	-6.17%	44,213,735	48,593,847	-9.01%
Outbound (enplaned)		4,527,213	4,789,236	-5.47%	45,141,606	44,420,921	1.62%
			October		Ja	nuary - Octob	er
MAIL (lbs.)		2021	2020	% Change	2021	2020	 % Change
American Airlines		0	0	N/A	0	6,032	-100.00%
	Total Mail	0	0	N/A	0	6,032 ======	-100.00% =====
Inbound (deplaned)		0	0	N/A	0	3,016	-100.00%
Outbound (enplaned)		0	0	N/A	0	3,016	-100.00%



Revenue Passengers Month YTD
October 2021 462,454 2,779,461
October 2020 134,856 1,781,790
% Change 242.92% 55.99%

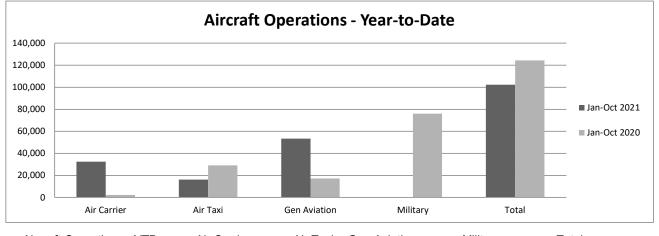


 Aircraft Operations - MO
 Air Carrier
 Air Taxi
 Gen Aviation
 Military
 Total

 October 2021
 5,199
 1,973
 5,089
 23
 12,284

 October 2020
 2,154
 1,367
 5,276
 19
 8,816

 % Change
 141.36%
 44.33%
 -3.54%
 21.05%
 39.34%



Aircraft Operations - YTD Air Carrier Air Taxi Gen Aviation Military Total Jan-Oct 2021 32,444 16,158 53,301 333 102,236 Jan-Oct 2020 2,154 29,096 17,274 75,900 124,424 % Change 1406.22% -44.47% -17.83% 208.56% -99.56%

Hollywood Burbank Airport

		October		Ja	nuary - Octob	er
REVENUE PASSENGERS	2021	2019	% Change	2021	2019	% Change
Signatory Airlines						
Alaska Airlines	45,316	53,564	-15.40%	287,314	518,929	-44.63%
American Airlines	40,939	31,121	31.55%	261,048	255,687	2.10%
Avelo Airlines	24,466	0	N/A	204,613	0	N/A
Delta Airlines	17,916	29,283	-38.82%	129,250	186,432	-30.67%
Frontier Airlines	16,063	0	N/A	53,725	0	N/A
JetBlue Airways	12,829	19,799	-35.20%	53,137	201,698	-73.66%
Southwest Airlines	284,803	370,238	-23.08%	1,706,178	3,406,259	-49.91%
Spirit Airlines	8,041	9,410	-14.55%	34,979	54,549	-35.88%
United Airlines	12,081	38,129	-68.32%	49,217	280,384	-82.45%
Total Revenue Passengers	462,454	551,544	-16.15%	2,779,461	4,903,938	-43.32%
Inbound (deplaned)	232,212	278,244	-16.54%	1,392,859	2,451,526	-43.18%
Outbound (enplaned)	230,242	273,300	-15.75%	1,386,602	2,452,412	-43.46%

AIRCRAFT OPERATIONS		October		Jan	January - October		
	2021	2019	% Change	2021	2019	% Change	
Landings & Takeoffs							
Air Carrier	5,199	6,059	-14.19%	32,444	54,322	-40.27%	
Air Taxi	1,973	2,145	-8.02%	16,158	18,602	-13.14%	
General Aviation	2,696	3,016	-10.61%	23,925	26,752	-10.57%	
Military Itinerant	23	59	-61.02%	333	452	-26.33%	
Subtotal	9,891	11,279	-12.31%	72,860	100,128	-27.23%	
Pass Through BUR Airspace							
Civil Local	2,393	1,980	20.86%	29,376	22,336	31.52%	
Military Local	0	0	N/A	0	0	N/A	
Subtotal	2,393	1,980	20.86%	29,376	22,336	31.52%	
Total Aircraft Operations	12,284	13,259	-7.35%	102,236	122,464	-16.52%	

Air Carrier: Scheduled commercial air carrier operations; including cargo operators

Air Taxi: Smaller aviation operators such as charters, commuter carriers or on-demand operators

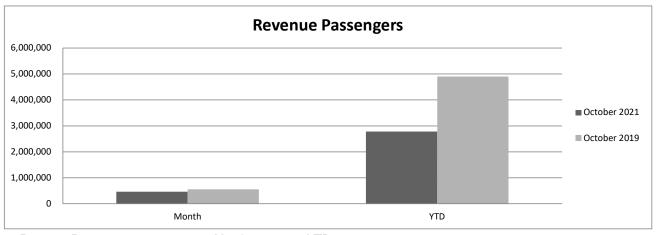
General Aviation: Civil aviation operations for personal use

Military Itinerant: Military aviation activities

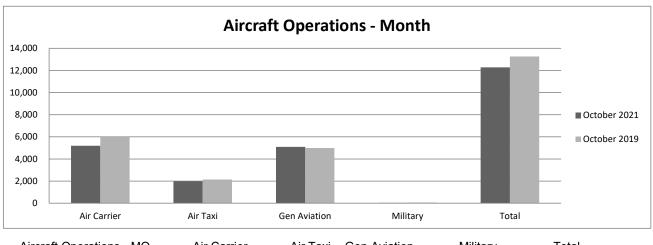
Civil Local: Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR. **Military Local:** Military aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

Hollywood Burbank Airport

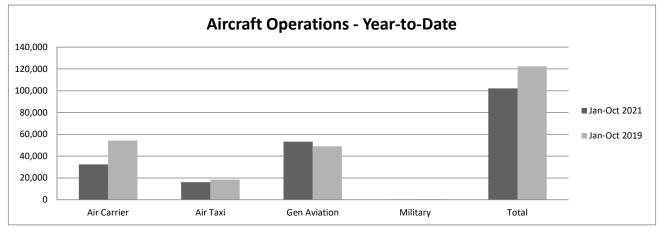
		October January - Oc			nuary - Octob	tober
AIR CARGO (lbs.)	2021	2019	% Change	2021	2019	 % Change
Signatory Airlines						
Alaska Airlines	1,009	1,738	-41.94%	5,833	7,925	-26.40%
American Airlines	0	0	N/A	1,584	213	643.66%
Avelo Airlines Delta Airlines	0	95	-100.00%	0	150	100.000/
Frontier Airlines	U	95	-100.00%	0	150	-100.00%
JetBlue Airways						
Southwest Airlines	323,152	161,853	99.66%	1,958,930	1,591,373	23.10%
Spirit Airlines	,	•			, ,	
United Airlines	0	357	-100.00%	0	51,152	-100.00%
Other Scheduled Carriers						
Federal Express	4,088,188	3,817,093	7.10%	43,871,710	43,221,377	1.50%
United Parcel Service	4,268,639	4,871,545	-12.38%	41,499,725	40,908,646	1.44%
Charter/Contract Carriers						
Ameriflight	194,140	302,433	-35.81%	2,017,559	2,416,834	-16.52%
Total Air Cargo	8,875,128 ======	9,155,114 =======	-3.06%	89,355,341 ======	88,197,670 ======	1.31% ======
Inbound (deplaned)	4,347,915	4,530,055	-4.02%	44,213,735	43,158,501	2.45%
Outbound (enplaned)	4,527,213	4,625,059	-2.12%	45,141,606	45,039,169	0.23%
		October		Ja	nuary - Octob	er
MAIL (lbs.)	2021	2019	 % Change	2021	2019	 % Change
American Airlines	0	0	N/A	0	0	N/A
Total Mail	0	0	N/A	0	0	N/A
Inbound (deplaned)	0	0	====== N/A	0	====== 0	====== N/A
Outbound (enplaned)	0	0	N/A	0	0	N/A



Revenue Passengers Month YTD
October 2021 462,454 2,779,461
October 2019 551,544 4,903,938
% Change -16.15% -43.32%



Air Carrier Aircraft Operations - MO Air Taxi Gen Aviation Military Total October 2021 12,284 5,199 1,973 5.089 23 October 2019 6,059 4,996 13,259 2,145 59 % Change -14.19% -8.02% 1.86% -61.02% -7.35%



Military Aircraft Operations - YTD Air Carrier Air Taxi Gen Aviation Total Jan-Oct 2021 333 102,236 32,444 16,158 53,301 54,322 Jan-Oct 2019 18,602 49,088 452 122,464 % Change -40.27% -13.14% -16.52% 8.58% -26.33%



HOLLYWOOD BURBANK AIRPORT PROJECT NUMBER E20-02

CONSTRUCTION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/All American Asphalt)

THIS CONSTRUCTION AGREEMENT ("Agreement") is dated _______, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and All American Asphalt, a California corporation, ("Contractor"). Contractor's CSLB license number is 267073. Contractor's DIR registration number is 1000001051.

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

- 1. <u>Contract Documents</u>. 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, Plans, Standard Specifications, Addenda, Change Orders, and Supplemental Agreements and the BUR Clean Construction Policy to the extent attached to this Agreement. Such attachments are incorporated herein by reference.
- 2. <u>Scope of Services</u>. Contractor shall perform the Work in a good and workmanlike manner for the project identified as **TAXILANE ALPHA REHABILITATION** ("Project"), as described in this Agreement and in the Contract Documents.
- 3. <u>Compensation</u>. In consideration of the services rendered hereunder, Authority shall pay Contractor a not to exceed amount of One Million One Hundred Ninety-Seven Thousand One Hundred Twenty-Nine Dollars and Sixty-Five Cents (\$1,197,129.65) in accordance with the prices as submitted in the Bid.
- 4. <u>Incorporation by Reference</u>. 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. <u>Antitrust Claims</u>. 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. <u>Prevailing Wages</u>. Authority and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
- 7. <u>Workers' Compensation</u>. 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. <u>Execution Warranty</u>. 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. <u>Entire Agreement</u>. 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. <u>Counterparts</u>. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

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

All American Asphalt
400 E. Sixth Street
Corona, CA 92879

Chairperson President Vice President
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
2627 Hollywood Way
Burbank, CA 91505

President

Approved as to form:

Richards, Watson & Gershon A Professional Corporation

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Riverside	
On November 3, 2021	before me, B. Royster, Notary Public Here Insert name and Title of the Officer
personally appeared	Edward J. Carlson and Michael Farkas Name(s) of Signer(s)
B. ROYSTER Notary Public - California Riverside County Commission # 2260352 My Comm. Expires Oct 26, 2022	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 forgoing paragraph is true and correct. WITNESS my hand and official seal. Signature
Place Notary Seal Above	Signature of Notary Public
Though the information below is not re	quired by law, it may prove valuable to person relying on the document tremoval and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document <u>Construction</u>	Agreement- Burbank-Glendale-Pasadena Airport Authority
Document Date: November 3, 2021	Number of Pages:5
Signer(s) Other Than Named Above:	None
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Edward J. Carls	on Signer's Name: Michael Farkas
X Corporate Officer — Title(s): Vice Pres	x Corporate Officer — Title(s): <u>Secretary</u>
	UMBPRINT □ Limited □ General RIGHT THUMBPRINT OF SIGNER OF SIGNER
1 C.	humb here
□ Other:	Dother:
Signer is Representing: All American Asphalt	Signer is Representing: All American Asphalt

BID SHEETS

TAXILANE ALPHA REHABILITATION ["Project"]

Bidder's Name:	AU	AMERICAN	HSPHACI

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 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 (Maximum 1% of Base Bid)	LS	1	810/000	s 10,000
2.	P-105-3.1 Mobilization (Maximum 5% of Base Bid)	LS	1	\$55,800	\$ 55,000
3.	P-101-5.1 Cold Milling 2.5-inch depth	SY	31,099	s 6.00	s186,594
4.	P-101-5.2 Cold Milling 2- inch depth (includes Patch)	SY	11,364	s 6.50	s 73,866
5.	P-101-5.3 Saw Cut (2 to 2.5-inch depth in existing asphalt concrete at the shoulder)	LF	8,085	\$7.25	\$58,616.2
6.	P-401-8.1 Asphalt Surface Course Layers (PG 76-22) (includes Patch)	TON	5,644	s 130.00	s 733 ,72.0
7.	P-605-5.1 Joint Sealants for Pavements	LF	700	\$40.∞	5 28,000
8.	P-620-5.1 Taxilane – Temporary Marking (White and Yellow)	SF	10,490	s (. 👓	510,490

EM IO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
9.	P-620-5.2 Taxilane – Permanent Marking (Yellow)	SF	8,550	\$1.10	s 9,405
10.	P-620-5.3 Taxilane – Permanent Marking (Black)	SF	15,420	s l.10	s16,962
11.	P-620-5.4 Permanent Marking (White) (Envelope and Runway)	SF	8,024	s 1-10	\$8,826.4
12.	P-620-5.5 Taxilane – Surface Painted Stopping Point (Yellow)	EA	1	\$250.00	\$250.00
13.	P-620-5.6 Taxilane – Surface Painted Hold Sign (Red and White)	EA	7	s 350.00	s2,450
14.	P-620-5.7 Gate Identifier Markings	EA	10	s 250.00	\$ 2,500
15.	P-620-5.8 Taxilane – Surface Painted Equipment Area (Green)	EA	1	s450.00	s 450.00

Note: Items may be adjusted or deleted. 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 BID PRICE IN DIGITS: \$ 1,197,129.65 One Million One Hundred Ninety-Seven Thousand One Hundred Twenty-Nine Dollars TOTAL BID PRICE IN WORDS: and Sixty-Five Cents Signature: Title: VICE ILES. Date: 10-6-2021 Title: SCRETPLY Date: 10-6-2021

References must be provided upon request.





SPECIFICATION BOOK – BID SET

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

HOLLYWOOD BURBANK AIRPORT TAXILANE A REHABILITATION

PACKAGE 2 BUR PROJECT # E20-02

September, 2021



Prepared by:



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Suite 600
Chantilly, VA 20151
703.709.2540

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Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- **a.** Provide qualified personnel to develop and implement the CQCP.
- **b.** Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- **d.** Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Authority Designated Representative (ADR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the ADR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, ADR, Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the ADR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- **a.** Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
 - **b.** Discussion of the QA program.
- **c.** Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
 - d. Establish regular meetings to discuss control of materials, methods and testing.
 - e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-

site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the ADR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the ADR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the ADR prior to the Start of Work.

The CQCP shall be organized to address, as a minimum, the following:

- 1. QC organization and resumes of key staff
- 2. Project progress schedule
- 3. Submittals schedule
- 4. Inspection requirements
- 5. QC testing plan
- 6. Documentation of QC activities and distribution of QC reports
- 7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
- 8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-3a and 100-3b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
 - (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
 - (3) Performance of tests for the ADR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

- **c. Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.
- **100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.
- **100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:
 - a. Specification item number
 - **b.** Item description
 - c. Description of submittal
 - d. Specification paragraph requiring submittal
 - e. Scheduled date of submittal
- **100-6 Inspection requirements.** QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

- **a.** During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.
- **b.** During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

- **a.** For projects that include Item P-401, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:
 - 8.1.3 Equipment Calibration and Checks;
 - 8.1.9 Equipment Calibration, Standardization, and Check Records;
 - 8.1.12 Test Methods and Procedures
- **b.** For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:
 - 7 Test Methods and Procedures
 - 8 Facilities, Equipment, and Supplemental Procedures
- **100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401)
- **b.** Item description (e.g., Hot Mix Asphalt Pavements)
- c. Test type (e.g., gradation, grade, asphalt content)
- **d.** Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- **e.** Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)
 - f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The ADR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the ADR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the COCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

- **a. Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:
 - (1) Technical specification item number and description
 - (2) Compliance with approved submittals
 - (3) Proper storage of materials and equipment
 - (4) Proper operation of all equipment
 - (5) Adherence to plans and technical specifications
 - (6) Summary of any necessary corrective actions
 - (7) Safety inspection.
 - (8) Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The ADR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

- **b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:
 - (1) Technical specification item number and description
 - (2) Test designation
 - (3) Location
 - (4) Date of test
 - (5) Control requirements

- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the ADR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the ADR. All items of material and equipment are subject to inspection and/or observation by the ADR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the ADR at the site for the same purpose.

Inspection and/or observations by the ADR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

- **a.** The Resident Project Representative (ADR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.
- **b.** When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the ADR will recommend the Owner take the following actions:
- (1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
 - (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Not Used

BASIS OF PAYMENT

100-14 No Separate Payment will be made for this item and the CQCP shall be incidental to the work performed under the project:

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Authority Designated Representative (ADR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports. The Contractor shall comply with the Airport's FAA approved Wildlife Prevention Plan as referred in the bid document documents and other applicable State of California guidelines..

METHOD OF MEASUREMENT

- **102-4.1** All temporary erosion and pollution control work required will be performed as scheduled or directed by the ADR shall be incidental to the work items.
- **102-4.2** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Item C-102 No Direct Payment Shall Be Made for this Item

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports
AC 150/5370-2 Operational Safety on Airports During Construction

ASTM International (ASTM)

Standard Specification for Silt Fence Materials **ASTM D6461**

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

Items included:

- Mobilization; preparatory work;
- Laydown/staging area set up and use and for operations, the movement of personnel, equipment, supplies and incidentals to and from the Work site;
- Obtaining airport security badges and airport driving permission;
- Payment of bonds and insurance for the Work;
- Obtaining all required permits as indicated on the plans;
- Development of construction schedules;
- Demobilization and site restoration; and
- All other work and operations which must be performed and incidental costs to the initiation of
 actual construction of the Work and for which payment is not otherwise provided for under the
 Contract.

105-2 Mobilization limit. Mobilization shall be limited to 5 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Authority.

During the course of the Work the Contractor will be afforded the use of the area designated on the drawings as the "Contractor's Staging Area." This space shall be provided without charge to the Contractor for the Contractor's use throughout the contract period. This space may be used by the Contractor for storage of material and equipment to be used in the Work as the location for the Contractor's field office and the Contractor's laboratory facilities, for the location of the laboratory facilities provided for the use of the Engineer, and for parking of employees personal automobiles.

As a part of the Yard set-up activities, the Contractor shall investigate the availability for adequate supply of water, power and communications utilities, make all arrangements, including required permits, for the purchase of necessary utilities, at the Contractor's sole expense. The Contractor is cautioned that no known water and communication utilities exist within the Contractor's Staging Area.

The location of the Operations and Storage Area shown on the Plans is approximate. The Contractor shall coordinate with the ADR to determine the precise location and limits of the Area.

Material generated (by each Phase of the project) from the pavement milling/demolition operations must be subsequently removed and legally disposed of in a consistent basis as it is generated, to the satisfaction of the ADR and by the end of each project shift. If, however, the Contractor prefers to leave this material

on airport property until the completion of the project, the Authority will provide an area for this use. The materials must be completely removed from airport property within seven calendar days from the date of the last shift of grinding operations.

The Contractor shall complete all clean up, restoration and repair, removal of equipment and materials, and removal of all temporary security fencing, gates and traffic control devices within the work site once all other phases of Work are complete.

105-4 Engineer/ADR field office. An Engineer/ADR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- The first partial payment for Mobilization and Demobilization will be made at 50% of the lump sum price bid at such time that the project submittals have been provided to the satisfaction of the Authority; the Contractor's critical path schedule has been submitted and approved by the Authority; the required survey control Work has been completed; and the Contractor's Operations and Storage Area has been set up, equipped and secured.
- The second partial payment for Mobilization and Demobilization will be made at 30% of the lump sum price bid at such time that Substantial Completion of all phases of the Work has been granted.
- The third and final partial payment for Mobilization and Demobilization will be made at 20% of the lump sum price bid and shall be included in the final pay request and when demobilization and cleanup are complete.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization (Max. 5% of base bid) – per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

110-1 General. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-2 Method for computing PWL. The computational sequence for computing PWL is as follows:

- **a.** Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- **b**. Locate the random sampling position within the sublot in accordance with the requirements of the specification.
- **c.** Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
 - **d.** Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + ... x_n) / n$$

Where: X = Sample average of all sublot test values within a lot $x_1, x_2, \dots x_n = Individual$ sublot test values n = Number of sublot test values

e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots d_n^2)/(n-1)]^{1/2}$$

Where: $S_n = Sample$ standard deviation of the number of sublot test values in the set

 $d_1, d_2, \dots d_n$ = Deviations of the individual sublot test values x_1, x_2, \dots from the average value X

that is:
$$d_1 = (x_1 - X)$$
, $d_2 = (x_2 - X)$... $d_n = (x_n - X)$

n = Number of sublot test values

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_{L} = (X - L) / S_{n}$$
and
$$Q_{U} = (U - X) / S_{n}$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 = 96.60

A-2 = 97.55

A-3 = 99.30

A-4 = 98.35

n = 4

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots x_n) / n$$

 $X = (96.60 + 97.55 + 99.30 + 98.35) / 4$
 $X = 97.95\%$ density

3. Calculate the standard deviation for the lot.

$$\begin{split} S_n &= \left[\left((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2 \right) \right) / \left(4 - 1 \right) \right]^{1/2} \\ S_n &= \left[\left(1.82 + 0.16 + 1.82 + 0.16 \right) / 3 \right]^{1/2} \\ S_n &= 1.15 \end{split}$$

4. Calculate the Lower Quality Index O_L for the lot. (L=96.3)

$$Q_L = (X - L) / S_n$$

 $Q_L = (97.95 - 96.30) / 1.15$
 $Q_L = 1.4348$

5. Determine PWL by entering Table 1 with Q_L = 1.44 and n= 4.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

 $A-2 = 3.74$
 $A-3 = 2.30$
 $A-4 = 3.25$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 ...n) / n$$

 $X = (5.00 + 3.74 + 2.30 + 3.25) / 4$
 $X = 3.57\%$

3. Calculate the standard deviation S_n for the lot.

$$\begin{split} S_n &= \left[\left((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2 \right) / \left(4 - 1 \right) \right]^{1/2} \\ S_n &= \left[\left(2.04 + 0.03 + 1.62 + 0.10 \right) / 3 \right]^{1/2} \\ S_n &= 1.12 \end{split}$$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)

$$\begin{aligned} Q_L &= (X - L) / S_n \\ Q_L &= (3.57 - 2.00) / 1.12 \\ Q_L &= 1.3992 \end{aligned}$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and n = 4.

$$P_{L} = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

$$Q_U = (U - X) / S_n$$

 $Q_U = (5.00 - 3.57) / 1.12$

$$O_{U} = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and n = 4.

$$P_{U} = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

- **2.** From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.
 - **3.** Use average density, standard deviation, and test criterion value to evaluate density measurements.
 - a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than
$$(97.95 + 1.463 \times 1.15) = 99.63\%$$

OR

less than $(97.95 - 1.463 \times 1.15) = 96.27\%$.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within	Positive Values of Q (Q _L and Q _U)							
Limits (P _L and P _U)	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630

Percent Within	Positive Values of Q (Q _L and Q _U)							
Limits (P _L and P _U)	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0382	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent	Negative Values of Q (Q _L and Q _U)							
Within Limits	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
(P _L and P _U)								
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042

Percent	Negative Values of Q (Q_L and Q_U)								
Within Limits	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10	
(P _L and P _U)									
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304	
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566	
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829	
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093	
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358	
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624	
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892	
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161	
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432	
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705	
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980	
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257	
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537	
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820	
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105	
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394	
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686	
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982	
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282	
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587	
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896	
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211	
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531	
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858	
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192	
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533	
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882	
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241	
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610	
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990	
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382	
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789	
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212	
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653	
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115	
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602	
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118	
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670	
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265	
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914	
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635	
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454	
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420	
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630	
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362	

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM E178

Standard Practice for Dealing with Outlying Observations

END OF ITEM C-110

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Authority Designated Representative (ADR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

- a. Concrete pavement removal. Not used
- b. Asphalt pavement removal. Not used
- **c. Repair of AC Base.** All failed materials shall be removed by milling to an additional depth of 2 inches and repaired as shown on the plans or as directed by the ADR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.
- 101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Not Used
- 101-3.3 Removal of Foreign Substances/contaminates prior to overlay Not Used
- 101-3.4 Concrete spall or failed asphaltic concrete pavement repair. Not Used
- 101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface to the proposed depths. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The machine shall be designed such that the operator can at all times observe the milling operation without leaving the controls. The ground speed of the machine and the cutting equipment shall be independent of each other. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off Airport property or stockpiled per C-105-3. The milling shall produce a pavement surface that is true to grade with a uniform texture. The transverse slope of the pavement shall be uniform to a degree that no depressions or misalignment of slope greater that 3/8-inch in 12-feet are present when tested with a straightedge. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

- **a. Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The ADR shall layout locations where additional repair will be required. The area to be milled with a straightedge in increments of 1-foot widths. The area to be milled shall cover only the area to the corresponding depths required on the plans. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.
- **b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of off the airport.
- **c.** Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.
 - 101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Not used
- **101-3.7 Maintenance**. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the ADR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.
- **101-3.8 Preparation of Joints in Rigid Pavement prior to resealing.** It is noted that the area requiring paving shall have PCC hard stands to be paved around with the joint to be prepared and resealed using P-605. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.
- 101-3.8.1 Removal of Existing Joint Sealant. Not Used
- **101-3.8.2 Cleaning prior to sealing**. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.
- 101-3.8.3 Joint sealant. Joint material and installation will be in accordance with Item P-605.
- 101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Not Used
- 101-3.9.1 Preparation of Crack. Not Used
- 101-3.9.2 Removal of Existing Crack Sealant. Not Used
- 101-3.9.3 Crack Sealant. Not Used
- 101-3.9.4 Removal of Pipe and other Structures.
 - a. Removal of Existing Pipe Material. Not used
 - b. Removal of Inlets/Manholes. Not used
- **101-3.10 Sawcut**. The Contractor shall perform saw cutting along the existing pavement to remain or between nightly paving with a diamond blade minimize spalling or cracking and provide a clean interface

for matching the new paving. The sawcut shall include cutting to a depth of 2 or 2.5 inches depending the location, cleaning and preparation for tack coat.

METHOD OF MEASUREMENT

101-4.1 Cold milling. The unit of measure for cold milling shall be per square yard at the depths identified on the drawings. The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall be required re-mill the area at his own cost. All millings shall be removed from the airport or stockpiled in accordance with C-105-3

101-4.3 Sawcut. The unit of measure for saw cutting shall be linear feet at the depths identified on the drawings. The location and depth of the sawcut shall be as shown on the plans.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, cleaning hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-5.1 Cold Milling (2.5 inches) – per square yard

Item P-101-5.2 Cold Milling (2.0 inches) – per square yard

Item P-101-5.3 Sawcut (2.0 to 2.5 inches) – per linear feet

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for

Concrete and Asphalt Pavements

END OF ITEM P-101

Item P-401 Asphalt Mix Pavement

DESCRIPTION

401-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

- **401-2.1 Aggregate.** Aggregates shall consist of crushed stone, crushed gravel, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 sieve. Fine aggregate is the material passing the No. 4 sieve.
- **a. Coarse aggregate.** Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds or more: Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face ¹	ASTM D5821
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 ²	ASTM D4791

The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419
Natural Sand	10% maximum by weight of total aggregate	ASTM D1073

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate.

² A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

³ Only required if slag is specified.

- **d. Samples of Aggregates:** Samples of aggregates shall be furnished by the Contractor at the start of production and at intervals during production of bituminous mixtures. The sampling points and intervals shall be designated by the Engineer. The samples shall be the basis of approval of specific lots of aggregates from the standpoint of the quality requirements of this section.
- **401-2.2 Mineral filler.** Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral Filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

401-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 76-22M. A certificate of compliance from the manufacturer shall be included in the mix design submittal.

The supplier's certified test report with test data indicating grade certification for the asphalt binder shall be provided to the Engineer for each load at the time of delivery to the mix plant. A certified test report with test data indicating grade certification for the asphalt binder shall also be provided to the Engineer for any modification of the asphalt binder after delivery to the mix plant and before use in the HMA.

Asphalt Binder PG Plus Test Requirements

Material Test	Requirement	Standard
Elastic Recovery	65% minimum	ASTM D6084 ¹

¹ Follow procedure B on RTFO aged binder.

401-2.4 Anti-stripping agent. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation (CALTRANS).

COMPOSITION

- **401-3.1 Composition of mixture(s).** The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).
- **401-3.2 Job mix formula (JMF) laboratory.** The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (ADR) prior to start of construction.
- **401-3.3 Job mix formula (JMF).** No asphalt mixture shall be placed until an acceptable mix design has been submitted to the Engineer for review and accepted in writing. The Engineer's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the ADR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the ADR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the ADR, will be borne by the Contractor.

The ADR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least 14 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).

- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Test Property	Value	Test Method		
Number of gyrations	75			
Air voids (%)	3.5	ASTM D3203		
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995		
Tensile Strength Ratio (TSR) ¹	not less than 80 at a saturation of 70-80%	ASTM D4867		
Asphalt Pavement Analyzer (APA) ²	Less than 10 mm @ 4000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature		

Table 1. Asphalt Design Criteria

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Sieve Size	Percentage by Weight Passing Sieve	
3/4 inch	100	
1/2 inch	90-100	
3/8 inch	72-88	
No. 4	53-73	
No. 8	38-60	
No. 16	26-48	
No. 30	18-38	
No. 50	11-27	
No. 100	6-18	
No. 200	3-6	
Minimum Voids in Mineral Aggregate (VMA) ¹	15.0	

Table 2. Aggregate - Asphalt Pavements

Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867

AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

Sieve Size	Percentage by Weight Passing Sieve		
Asphalt Percent:			
Stone or gravel	5.0-7.5		
Recommended Minimum Construction Lift Thickness	2 inch		

¹To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

401-3.4 Reclaimed asphalt pavement (RAP). RAP shall not be used.

401-3.5 Control Strip. Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the ADR. The Contractor shall prepare and place a quantity of asphalt according to the JMF. The ADR shall identify a location on the airfield where the underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

The Contractor will not be allowed to place the control strip until the Contractor quality control program (CQCP), showing conformance with the requirements of paragraph 401-5.1, has been accepted, in writing, by the ADR.

The control strip will consist of at least 250 tons or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with paragraph 401-4.14 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F. The equipment used in construction of the control strip shall be the same type, configuration and weight to be used on the project.

The control strip will be considered acceptable by the ADR if the gradation, asphalt content, and VMA are within the action limits specified in paragraph 401-5.5a; and Mat density greater than or equal to 94.5%, air voids 3.5% + /- 1%, and joint density greater than or equal to 92.5%.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at the Contractor's expense.

The control strip will be considered one lot for payment based upon the average of a minimum of 3 samples (no sublots required for control strip). Payment will only be made for an acceptable control strip in accordance with paragraph 401-8.1 using a lot pay factor equal to 100.

CONSTRUCTION METHODS

401-4.1 Weather limitations. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the ADR, if requested; however, all other requirements including compaction shall be met.

M-4 This land	Base Temperature (Minimum)	
Mat Thickness	°F	°C
3 inches or greater	40 1	4
2 inches or Greater but less than 3 inches	451	7

Table 4. Surface Temperature Limitations of Underlying Course

¹The placement of the final wearing surface with a PG 76-22 shall be performed in ambient temperatures of 50° F and rising and the existing base temperature shall also be 50° F.

- **401-4.2 Asphalt plant.** Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.
- **a.** Inspection of plant. The Engineer, or ADR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.
- **b. Storage bins and surge bins.** The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the Engineer determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.
- **401-4.3 Aggregate stockpile management.** Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

- **401-4.4 Hauling equipment.** Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the Engineer. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.
- **401-4.4.1 Material transfer vehicle (MTV).** Material transfer vehicles used to transfer the material from the hauling equipment to the paver, shall use a self-propelled, material transfer vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.
- **401-4.5 Asphalt pavers.** Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves an uneven surface, tracks or indented areas or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued and satisfactory equipment shall be provided by the contractor.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

- **401-4.6 Rollers.** The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.
- **401-4.7 Density device.** The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the ADR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.
- **401-4.8 Preparation of asphalt binder.** The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles but shall not exceed 325°F when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F when added to the aggregate.
- **401-4.9 Preparation of mineral aggregate.** The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.
- **401-4.10 Preparation of Asphalt mixture.** The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.
- **401-4.11 Application of Tack Coat.** Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

401-4.12 Laydown plan, transporting, placing, and finishing. Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of

completion for each portion of the work (milling, paving, rolling, cooling, etc.). The paving plan shall review the timing of placement to ensure hot longitudinal paving joints across the taxilane width or runway shoulder width within the proposed shift. Nightly coordination shall be identified such that the area milled to the designated depth can be replaced back to the existing grade. The paving plan shall also identify temporary ramping required for aircraft operation to address potential equipment breakdown or deficiencies (as required) at no cost to the owner. Ramps are not anticipated for this project but should be reviewed in case of emergency where the contractor cannot complete all paving during a given nightly closure. The laydown plan and any modifications shall be approved by the Engineer. The paving plan shall be submitted 14 days prior to the beginning of production.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to ADR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the ADR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 15 feet in the surface except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The paving plan shall identify appropriate lane widths to provide longitudinal hot joints full width of either the taxilane or runway shoulder area. The plan shall identify the removal, saw cutting, cleaning and tack coating performed during the same night prior to placement of the P-401. The contractor shall mill and replace the areas in a sequence to be performed within the daily allocated hours and identify the timing for all operations. The plan shall identify the lane widths, tonnage amounts per lane, cooling timeframes and appropriate clean up. It should also identify how the area shall be opened should temporary ramps be needed. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot; however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The ADR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the ADR, and if it can be demonstrated in the laboratory, in the presence of the ADR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation or contamination in the surface course layers, as determined by the ADR, shall be removed and replaced at the Contractor's expense. Typical segregation and contamination areas consist of concentrated locations where excessive accumulation of coarse or fine material, bleed spots, dust deposits

and or petroleum products are witnessed. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long. If an unusual amount of segregated or contaminated material is identified, all production paving shall be stopped until the cause can be identified and corrected. Removal of such areas may include the material produced within the lot.

401-4.13 Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.14 Joints. The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw up to 3 inches, or to the extent of the defective area, to expose a clean, sound, uniform vertical surface for the full depth of the course at no cost to the Authority. The Authority will calculate the area of cutback and deduct from amount eligible for pay. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

401-4.15 Saw-cut grooving. Saw-cut grooving is not required.

401-4.16 Diamond grinding. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet wide. The saw blades shall be 1/8-inch wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32 inch higher than the bottom of the grinding cut. The actual number of blades will be determined by the

Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the ADR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

401-4.17 Nighttime paving requirements. The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the ADR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

- **401-5.1 General.** The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.
- **401-5.2** Contractor quality control (QC) facilities. The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The ADR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The ADR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.
- **401-5.3 Contractor QC testing.** The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.
- **a. Asphalt content.** A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.
- **b. Gradation.** Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.
- **c. Moisture content of aggregate.** The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.
- **d. Moisture content of asphalt.** The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.
- **e. Temperatures.** Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.
- **f. In-place density monitoring.** The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. The contractor shall use a pavement density monitoring device. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950. However,

test results obtained from the pavement density monitoring device shall not be used to replace the coring and density requirements listed in this specification.

g. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot straightedge approved by the ADR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

- (1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet or more often as determined by the ADR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.
- (2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 ft or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

h. Grade. Grade shall be evaluated daily using survey to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate grade lines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement

will not vary from the current grade line elevations surveyed by the contractor prior milling and paving by more than 1/2 inch vertically. The documentation will be provided by the Contractor to the ADR within 24 hours.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus ½ inch and replacing with new material. Skin patching is not allowed.

- **401-5.4 Sampling.** When directed by the ADR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.
- **401-5.5 Control charts.** The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the ADR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the ADR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Sieve	Action Limit	Suspension Limit
3/4 inch	±6%	±9%
1/2 inch	±6%	±9%
3/8 inch	±6%	±9%
No. 4	±6%	±9%
No. 16	±5%	±7.5%
No. 50	±3%	±4.5%
No. 200	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

Control Chart Limits for Individual Measurements

b. Range. Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more

than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

Sieve	Suspension Limit
1/2 inch	11%
3/8 inch	11%
No. 4	11%
No. 16	9%
No. 50	6%
No. 200	3.5%
Asphalt Content	0.8%

Control Chart Limits Based on Range

- **c.** Corrective Action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:
 - (1) One point falls outside the Suspension Limit line for individual measurements or range; or
 - (2) Two points in a row fall outside the Action Limit line for individual measurements.
- **401-5.6 QC reports.** The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with Item C-100.

MATERIAL ACCEPTANCE

- **401-6.1 Acceptance sampling and testing.** Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the ADR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.
- **a. Quality assurance (QA) testing laboratory**. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.
- **b.** Lot size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

- c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.
- (1) Sampling. Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF. If absorptive aggregates are used, the hold times shall be increased to not less than 60 minutes and not more than 90 minutes.

- (2) **Testing.** Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6925.
- **d. In-place asphalt mat and joint density.** Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).
- (1) Sampling. The Contractor will cut minimum 5 inch diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement during the same day / night that they have been cut. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the ADR.
- (2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the ADR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the ADR.
- (3) Thickness. Thickness of each lift of surface course will be evaluated by the ADR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the ADR to circumscribe the deficient area.
- (4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the ADR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.
- (5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot that has a longitudinal joint. Core locations will be determined by the ADR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

401-6.2 Acceptance criteria.

- **a. General.** Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade.
- **b.** Air Voids and Mat density. Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.
- **c. Joint density.** Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be

reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

d. Grade. The existing and final finished project surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch vertically.

Cross-sections of the pavement shall be taken at a minimum 25-footlongitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade at centerline, \pm 10 feet of centerline, and edge of the taxiway and shoulder pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

e. Profilograph roughness for QA Acceptance. Not used.

401-6.3 Percentage of material within specification limits (PWL). The PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

Test Property	Pavements Specification Tolerance Limits	
	L	U
Air Voids Total Mix (%)	2.0	5.0
Surface Course Mat Density (%)	92.8	-
Joint density (%)	90.5	

Table 5. Acceptance Limits for Air Voids and Density

a. Outliers. All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and the PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Base Course Mat Density (%), 1.55; Joint Density (%), 1.55.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94.5% with 1.30% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 94.0% with 1.55% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 92.5% with 1.55% or less variability.

401-6.4 Resampling pavement for mat density.

- **a. General.** Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the ADR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.
- (1) A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.
 - (2) The cost for resampling and retesting shall be borne by the Contractor.
- **b. Payment for resampled lots.** The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%.

METHOD OF MEASUREMENT

401-7.1 Measurement. Asphalt shall be measured by the number of tons of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage. The quantity of bituminous surface including the asphalt binder material for which the Contractor shall be paid shall be the sum of each of the quantities shown on the weigh bills for materials placed less a deduction of any quantities not used on the work.

BASIS OF PAYMENT

- **401-8.1 Payment.** Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:
- **a.** The total project payment for plant mix asphalt pavement shall not exceed 100 percent of the product of the contract unit price and the total number of tons (kg) of asphalt used in the accepted work.
- **b.** The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, surveying and incidentals necessary to complete the item.
- **c. Basis of adjusted payment.** The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt payement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the sublot shall be reduced by 5%.

Below 55

Reject ²

Percentage of material within specification limits (PWL)	Lot pay factor (percent of contract unit price)
96 - 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4 PWL – 12

Table 6. Price adjustment schedule¹

d. Profilograph Roughness. Not used.

401-8.1 Payment.

Payment will be made under:

Item P-401-8.1 Asphalt Surface Course (PG 76-22) - per ton

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying

Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

² The lot shall be removed and replaced. However, the ADR may decide to allow the rejected lot to remain. In that case, if the ADR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Asphalt Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Asphalt Paving Mixtures
ASTM D1188	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non- Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5361	Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing

ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate		
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate		
ASTM D6084	Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer		
ASTM D6307	Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method		
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder		
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method		
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor.		
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures		
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)		
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves		
ASTM E178	Standard Practice for Dealing with Outlying Observations		
ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph		
ASTM E950	Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference		
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface		
American Association of State	Highway and Transportation Officials (AASHTO)		
AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.		
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method		
AASHTO T324	Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures		
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)		
Asphalt Institute (AI)			
A cohalt Institute Hand	Asphalt Institute Handbook MS-26, Asphalt Rinder		

Asphalt Institute Handbook MS-26, Asphalt Binder

Asphalt Institute MS-2 Mix Design Manual, 7th Edition

AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

Advisory Circulars (AC)

AC 150/5320-6 Airport Pavement Design and Evaluation

FAA Orders

5300.1 Modifications to Agency Airport Design, Construction, and Equipment

Standards

Software

FAARFIELD

END OF ITEM P-401

Item P-603 Emulsified Asphalt Tack Coat

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 Asphalt materials. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as SS-1, SS-1H, CSS-1 or CSS-1H. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the (ADR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F or above; the temperature has not been below 35°F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the ADR.

603-3.2 Equipment. The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven (700) feet per minute.

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the ADR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the ADR prior to application.

Surface Type Residual Rate, gal/SY Emulsion Application Bar Rate, gal/SY New asphalt 0.02-0.05 0.03-0.07 Existing asphalt 0.04-0.07 0.06-0.11 Milled Surface 0.04-0.08 0.06-0.12 Concrete 0.03-0.05 0.05-0.08

Emulsified Asphalt

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the ADR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor or weather, tack coat shall be reapplied at the Contractor's expense. Materials placed in the two or more lifts of P-401 shall require a tack coat application between the layers regardless of the timing for the placement.

603-3.4 Freight and waybills The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the ADR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 The bituminous material for tack coat shall not be measured for payment and shall be incidental to specification section P-401.

BASIS OF PAYMENT

603.5-1 Payment shall be included in the price bid per ton for P-401 and not additional payment shall be made with this item.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material around the proposed manhole adjustments and sidewalk slab capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D5893 and be jet fuel resistant.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

- **605-2.2 Backer rod.** The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be $25\% \pm 5\%$ larger in diameter than the nominal width of the joint.
- **605-2.3 Bond breaking tapes.** Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

- **605-3.1 Time of application.** Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.
- **605-3.2 Equipment.** Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, **5** days prior to use on the project.
- **a.** Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.
 - **b. Sandblasting equipment.** Sandblasting is not allowed.
- **c. Waterblasting equipment.** The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

- **d. Hand tools.** Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.
- **e.** Cold-applied, single-component sealing equipment. The equipment for installing ASTM D5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. Maintain the initially approved equipment in good working condition, serviced in accordance with the supplier's instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.
- **605-3.3 Preparation of joints.** Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.
- **a. Sawing**. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.
- **b. Sealing**. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch from the joint edge shall be blown out with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.
- **c. Backer Rod.** When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.
- **d. Bond-breaking tape.** Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.
- **605-3.4 Installation of sealants.** Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/4 inch below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

- **605-3.5 Inspection.** The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.
- **605-3.6 Clean-up.** Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot of sealant in place, completed, and accepted.

BASIS OF PAYMENT

605-5.1 Payment for joint and crack sealing material shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.1 Joint Sealing Filler – per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Re	elative Viscosity of

Polyamide (PA)

ASTM D5249 Standard Specification for Backer Material for Use with Cold- and Hot-

Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

ASTM D5893 Standard Specification for Cold Applied, Single Component, Chemically

Curing Silicone Joint Sealant for Portland Cement Concrete Pavements

Advisory Circulars (AC)

AC 150/5340-30 Design and Installation Details for Airport Visual Aids

END OF ITEM P-605

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, taxilane, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the ADR. The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the ADR prior to the initial application of markings. The reports can be used for material acceptance or the ADR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the ADR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the ADR.

620-2.2 Marking materials.

Paint1 Glass Beads² Fed Std. 595 **Application Rate Application Rate** Type Color Type Number Maximum Minimum Type III, Waterborne White 37925 $115 \text{ ft}^2/\text{gal}$ 10 lb/gal Minimum Type II Waterborne 90 ft²/gal Type IV, Red 31136 5 lb/gal Minimum Type III Waterborne 115 ft²/gal 10 lb/gal Yellow 33538 or 33655 Type III, Type II Minimum Waterborne Black 37038 115 ft²/gal Type II Waterborne Green 34108 115 ft²/gal Type II

Table 1. Marking Materials

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II (white, yellow, black and green) and Type III (red). The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads for red and pink paint shall meet the requirements for Type IV, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

- **620-3.1 Weather limitations.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.
- **620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

- **620-3.3 Preparation of surfaces.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the ADR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.
- **a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the ADR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.
- **b. Preparation of pavement to remove existing markings.** Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the ADR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.
- **c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the ADR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the ADR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out by a Professional surveyor certified in the State of California in advance of the paint application and in accordance with the prescribed plans for removal of existing markings and or application of new markings. All permanent markings, stopping points and signs shall receive glass beads.

620-3.5 Application. A period of **30** days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the ADR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

Marking Dimensions and Spacing Tolerance

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the ADR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Retro-reflectance mcd/m²/lux Material White Yellow Red Initial Type I 300 35 175 Initial Type III 600 300 35 All materials, remark when less than¹ 100 75 10

Minimum Retro-Reflectance Values

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the ADR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

- **620-4.1** The quantity of temporary markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the ADR. Temporary marking includes surface preparation, application and complete removal of the temporary marking.
- **620-4.2** The quantity of taxiway markings to be paid for shall be measured by the number of square feet of painting performed in accordance with the specifications and accepted by the ADR. Reflective media required shall be incidental to the placement of permanent markings.
- **620-4.3** Surface Painted Stopping Points will be measured per each as completed and accepted by the ADR. No additional measurement will be made for laying out the required stopping point.
- **620-4.4** Surface Painted Hold Position Sign will be measured per each as completed and accepted by the ADR. No additional measurement will be made for laying out the required hold position sign.
- **620-4.5** Gate Identifier Markings will be measured per each as completed and accepted by the ADR. No additional measurement will be made for laying out the required gate identifier marking.
- **620-4.6** Surface Painted Equipment Area will be measured per each as completed and accepted by the ADR. No additional measurement will be made for laying out the required surface painted equipment area marking.

BASIS OF PAYMENT

- **620-5.1** This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, surveying and incidentals necessary to complete the item complete in place and accepted by the ADR in accordance with these specifications.
- **620-5.2** Payment shall be made at the respective contract price per each for surface signs, stopping points gate identifier markings, and equipment area. This price shall be full compensation for furnishing all

¹ 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

materials and for all labor, equipment, tools, surveying and incidentals necessary to complete the item complete in place and accepted by the ADR in accordance with these specifications.

Payment will be made under:

Item P-620-5.1	Taxilane - Temporary Marking (White and Yellow) - per square foot
Item P-620-5.2	Taxilane - Permanent Marking (Yellow) - per square foot
Item P-620-5.3	Taxilane - Permanent Marking (Black) - per square foot
Item P-620-5.4	Taxilane - Permanent Marking (White) - per square foot
Item P-620-5.5	Taxilane - Surface Painted Stopping Point (Yellow) - per each
Item P-620-5.6	Taxilane Marking – Surface Painted Hold Sign (Red) – per each
Item P-620-5.7	Gate Identifier Markings – per each references
Item P-620-5.8	Taxilane – Surface Painted Equipment Area (Green) – per each

GATE IDENTIFIER MARKINGS – PER EACH REFERENCES ITEM P-620-5.7

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24

Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

09/03/2021 – TAXILANE A REHABILITATION – CONFORMED SET

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport

Pavement Surfaces

END OF ITEM P-620

PROFESSIONAL SERVICES AGREEMENT

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated _______, 2021 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.

RECITALS

- A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: construction administration services for the Taxilane A Rehabilitation 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": December 20, 2021.
 - B. "Contract Administrator": Karen Sepulveda or a duly authorized designee.
- C. "Contract Amount": Eighty-Six Thousand Six Hundred Sixty-Four Dollars and Sixty-Four Cents (\$86,664.64).
 - D. "Executive Director": Frank R. Miller or a duly authorized designee.
 - E. "Expiration Date": May 15, 2022.
- F. "Federal Requirements" the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not 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.

- Consultant's obligations under this section shall survive expiration or termination C. of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable.
- 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.
- Suspension. The Contract Administrator may suspend all or any part of the Services for 11. 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.

Consultant

RDM International, Inc.

14310 Sullyfield Circle, Suite 600

Authority Burbank-Glendale-Pasadena Airport Authority 2627 Hollywood Way Burbank, CA 91505 Attn: Karen Sepulveda E-mail: ksepulveda@bur.org

Chantilly, VA 20151 Attn: Peter Yip, P.E. E-mail: pckyip@rdmintlinc.com With a copy to: Alisa Dehoyos adehoyos@bur.org

- 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.
- **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, 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.
- Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and 17. 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. Secretary Asst. Secretary □ Chairperson
President ice President ☐ 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

Paula Devine, President	
Approved as to form:	
Richards, Watson & Gershon	
A Professional Corporation	

EXHIBIT A Proposal

(attached)



RDM International, Inc.

Engineering Technology Research

May 31, 2020

Proposal for CM Support Services During Construction Taxilane A Rehabilitation 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 A Rehabilitation.

The project includes existing pavement mill and overlay and miscellaneous repairs to the taxilane and runway shoulder pavements. The estimated cost for the construction is anticipated to be around \$1.2 million.

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 preconstruction 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, two (2) visits have been accommodated for during the project by RDM's PM / PE with an additional visit as requested by the Authority. RDM management shall review daily test reports from the contractor and RMA for conformance to the specification requirements.

- 3) RDM shall provide a technical review of shop drawings and other contractor submittals for conformance with the contract drawings and specifications. RDM shall review and input to the 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 owner specific submittals, 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-401, P-603, P-605, P-620 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 (1 ea. Milling & Patching)
 - (4) P-401 (1 mix design, 2 placement plans)
 - (5) P-603 (1 ea.)
 - (6) P-605 (2 ea.)
 - (7) P-620 (8 ea.)
 - (8) 5 ancillary submittals (QC plans, backup equipment etc.)
 - (9) Total of 20 submittals with an additional 4 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 6 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 final inspection (1 trip 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

BUR Construction Phase Services Taxilane A Rehabilitation Page 3 of 3

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).

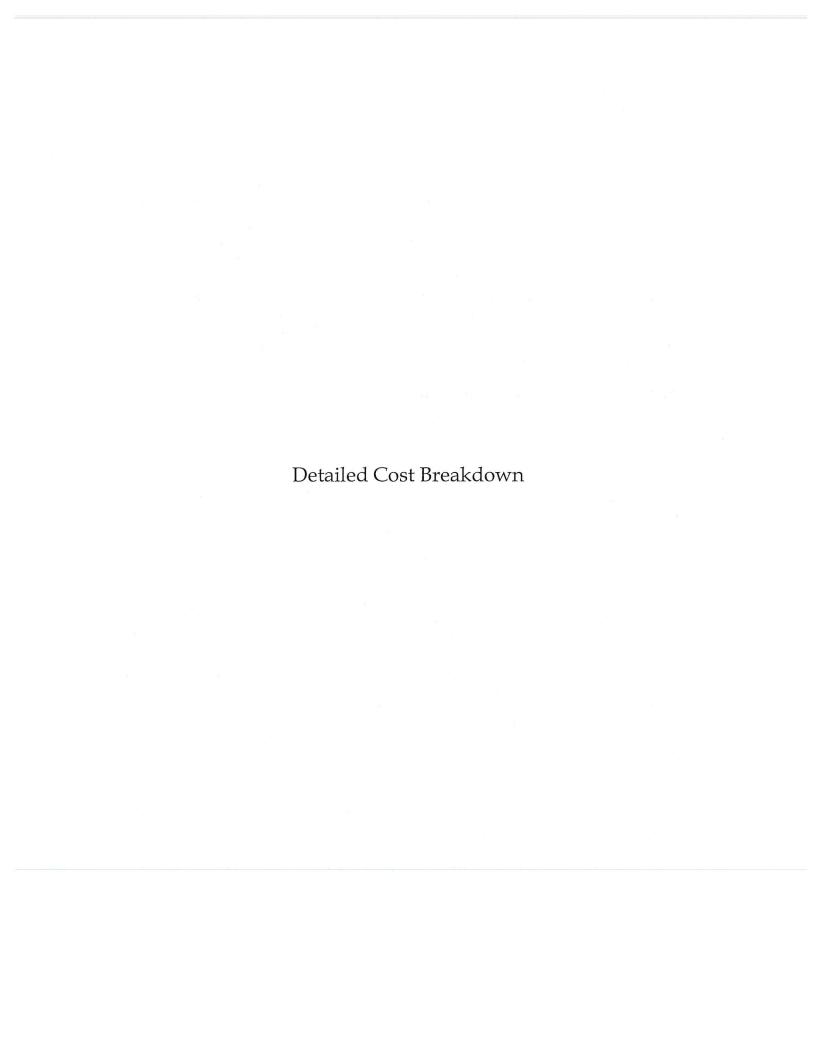
RDM shall also input to the final construction report drafted by the BGPAA PM that will meet the FAA Western Pacific Region requirement for closeout documentation. Information on all sections shall be provided by the BGPAA to RDM. Given the BGPAA shall provide continuous on-site inspection and recording, 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 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. RDM has identified 10 total plant testing days and 12 field days to accommodate for the phasing work. The additional 2 days are identified for final striping and sealing of joints around the concrete hard stands for the aircraft gates and structures.

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 60 calendar days.



RDM International, Inc. MANHOUR & FEE ESTIMATE

Bob Hope Airport, Burbank (BUR) CM Support Services for Taxilane A Rehabilitation

TASK	PROJ	DSGN MNGR	PROJ	ADMIN	RMA	TRAVEL/ ODC	CO	TASK REMARKS COST
1. Construction Management Plan	4	4	80	←			G	3,897.64
2. CM Meetings	56	80	20	4		\$ 3,984.68	€	17,415.10
3. Review of Submittals	12	ø		2			€9	5,244.08
4. Request for Information Review (RFI's)	4	4		~			€9	2,112.72
5. Review of PWL / Non-Conformance / General Discrepancies	4	4					€9	2,033.30
6. Review of Contractor Mod Requests	4	7	4	-			€9	2,497.85
7. Pre-Final and Final Inspections	12		2			\$ 1,328.23	€9	4,830.34
8. Update Record Drawings / Project Closeout	7	æ	16				€9	6,108.48
9. Plant and Field Testing	4				\$ 39,530.00		8	42,525.13
SUBTOTALS SALARY RATE	72 \$84.77	38 \$84.44	50 \$74.27	9 \$26.44	\$ 39,530.00	\$ 5,312.90	8	86,664.64
SUBTOTALS	\$6,103	\$3,209	\$3,714	\$238	\$39,530	\$ 5,312.90		\$58,107
OVERHEAD @ 173.1%	\$10,565	\$5,554	\$6,428	\$412			\$	22,959.33
SUBTOTALS	\$16,668	\$8,763	\$10,142	\$650	\$39,530	\$ 5,312.90	8	81,065.85
FEE @ 10%	\$1,667	\$876	\$1,014	\$65	\$1,976.50			\$5,599 S% Markup on Sub-Consultants for CM Services
TOTAL PER CATEGORY	\$18,335	\$9,639	\$11,156	\$715	\$41,507	\$ 5,312.90	8	86,664.64
BILLING RATE	\$254.66	\$253.67	\$223.11	\$79.43				
Task 1 through 8 Task 9						Subtotal Subtotal	& & 4 4	44,139.51 42,525.13
Lump Sum							\$86,664.64	54.64

	Description			
	7	2,656.45	1,328.23	1,328.23
	Total	↔	↔	↔
ileage @	75	82.23	82.23	82.23
Mile	\$0.575	↔	↔	↔
ort	Parking/Day	23.00	23.00	23.00
Airport	Park	↔	S	G
	&IE/day	282.00 \$ 76.00	282.00 \$ 76.00 \$	282.00 \$ 76.00 \$
	N N	\$ 0	8	8
	odging /day M&IE/day	282.0	282.0	282.0
	Loc	↔	S	Ø
Car Rental	day	\$ 28.00 \$	\$ 28.00 \$	\$ 58.00
	each /	\$ 650.00	\$ 650.00	\$ 650.00 \$ 58.00 \$
umber A	_	2	2	2
Number Number Air Fare	of Trips of days	2	-	-
	To	BUR	BUR	BUR
	From	IAD or PHL	IAD or PHL	IAD or PHL
	ask Employee	PM or PE	PM or PE	PM or PE
	Task	7	2	7

5,312.90

Total for Travel Details





Proposal No: 20-0958-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

Burbank Airport Taxilane A Rehabilitation

Burbank, CA

In response to your request, we propose to provide construction inspection and testing services for the Burbank Airport Taxilane A 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

O 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.

Hot Mix Asphalt Asphalt Pavements, P-401

This scope of work will consist of performing the required acceptance testing during the production process for Hit 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 of from the pavement mat at the job site in accordance with ASTM D979. Samples will be taken per sublot 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 sublot



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 perform 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.

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	CE TESTING	ı
ltem	Estimated Quantity	Estimated Costs
Hot Mix Asphalt Pavement Field and Plant Testing, P-401	12 shifts	\$39,530.00

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:	Submitted By: RMA Group
(Signature)	Johnny Rodriguez, EIT Project Engineer
(Print or Type Name)	
(Title)	Slawek Dymerski, PE Vice President
(Date)	



	ESTIMATE WOR	KSHEET		
HOT MIX ASPHALT PAVEMENTS (P-401)	7-10-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0			
Field Testing & Inspection				
Field Technician	96	Hours	\$110.00	\$10,560.00
Field Technician (OT)	24	Hours	\$165.00	\$3,960.00
Plant Technician	80	Hours	\$110.00	\$8,800.00
Plant Technician (OT)	20	Hours	\$165.00	\$3,300.00
Field Coordinator	12	Hours	\$130.00	\$1,560.00
			Subtotal	\$28,170.00
Laboratory Testing				
Core Density (ASTM D2726 or D1188)	96	Each	\$75.00	\$7,200.00
			Subtotal	\$7,200.00
Engineering Review & Reporting				
Project Engineer	10	Hours	\$170.00	\$1,700.00
Staff Engineer	12	Hours	\$135.00	\$1,620.00
Administrative / Secretarial	14	Hours	\$60.00	\$840.00
			Subtotal	\$4,160.00
,			TOTAL	\$39,530.00



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 - Onice Project Manager - Job Conference	HR	\$155.00
Project Manager - Field	HR	\$155.00
		\$133.00
Project Geologist - Office	HR	0 10 10 10 10 10 10 10 10 10 10 10 10 10
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
pecial 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
pecial Inspector Post Tensioned Conc.	HR	\$110.00
pecial Inspector Post Tensioned Conc.	HR	\$110.00
Special Inspector Post Installed Anchors	HR	\$110.00
		\$110.00
Special Inspector Masonry	HR	
pecial Inspector High Strength Bolting	HR	\$110.00
pecial Inspector Fire Stopping	HR	\$110.00
Special Inspector Fire Proofing	HR	\$110.00



HR	\$110.00
HR	\$110.00
HR	\$120.00
HR	\$110.00
HR	\$110.00
·	\$110.00
	\$110.00
	\$110.00
	\$400.00
	\$145.00
	\$110.00
	\$110.00
	\$120.00
	\$110.00
	\$110.00
1885-2201	\$110.00
	\$110.00
	\$110.00
45.50	
	\$110.00
	\$110.00
	\$55.00
	\$200.00
	\$110.00
	\$110.00
	\$95.00
HR	\$110.00
HR	\$110.00
	\$110.00
HR	\$110.00
HR	\$110.00
	- 41
	Rate (\$)
	\$205.00
70000	\$110.00
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EA	\$75.00
EA	\$75.00
EA EA	\$75.00 \$65.00
EA	\$75.00 \$65.00 \$100.00
EA EA	\$75.00 \$65.00
EA EA EA	\$75.00 \$65.00 \$100.00
EA EA EA	\$75.00 \$65.00 \$100.00 \$90.00
EA EA EA EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00
EA EA EA EA EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00 \$60.00
EA EA EA EA EA EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00 \$60.00 \$100.00
EA EA EA EA EA EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00 \$60.00 \$100.00 \$125.00
EA EA EA EA EA EA EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00 \$60.00 \$100.00 \$125.00 \$95.00
EA EA EA EA EA EA EA EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00 \$60.00 \$100.00 \$125.00 \$95.00 \$135.00
EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00 \$60.00 \$100.00 \$125.00 \$95.00 \$135.00 \$175.00
EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00 \$60.00 \$100.00 \$125.00 \$95.00 \$135.00 \$175.00 \$240.00
EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00 \$60.00 \$100.00 \$125.00 \$95.00 \$135.00 \$175.00 \$240.00 \$160.00
EA	\$75.00 \$65.00 \$100.00 \$90.00 \$110.00 \$60.00 \$125.00 \$95.00 \$135.00 \$175.00 \$240.00 \$100.00
	HR H



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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 D4849 Expansion Index of Soils	EA	\$240.00
ASTM D4829 Expansion index of soils	EA	\$240.00
ASTM D4346 Swell Potential ASTM D4318 Plasticity Index of Soils	EA	\$335.00
<u> </u>	EA EA	\$333.00
ASTM D422 Sieve Analysis of Soil ASTM D422 Hydrometer Anaylsis	EA	\$335.00
ASTM D3080 Direct Shear, Consol&Drained	EA EA	\$375.00
	EA	\$110.00
ASTM D2974 Moisture, Ash, Organic Matter	EA EA	\$65.00
ASTM D2937 In-Place Density, Drive Cyl		
ASTM D2844 R-Value & Expansive Pressures	EA	\$440.00
ASTM D2435 Consolidation with Time Rate ASTM D2435 Consolidation	EA	\$335.00 \$275.00
	EA	2
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
_aboratory Tests - Masonry		Tanan Lawar manan
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



ASTM CC7 Prior Maistura & Absorption	CET	¢110.00
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
STM C140 Block Moisture & Absorption	SET	\$110.00
STM C140 Block Compressive Strength	SET	\$100.00
STM C1314 Masonry Core Shear Str 8" Max	EA	\$110.00
STM C1314 Masonry Core Comp Str 8" Max	EA	\$100.00
STM C109 Compressive Strength 2" Cube	EA	\$50.00
STM C1019 Grout Prism Compression	EA	\$50.00
aboratory Tests - Environmental		
roduct Name	Units	Rate (\$)
SHA ID-191 Asbestos	EA	Quote
PA 9040 pH of Soil	EA	Quote
PA 8310 Polynuclear Aromatic Hydrocarbons	EA	Quote
PA 8270 Semi-Volatile Organic Compounds	EA	Quote
PA 8151 Chlorinated Herbicides	EA	Quote
PA 8141 Organo-Phosphorous Pesticides	EA	Quote
PA 8082 PCB's	EA	Quote
PA 8081 Organo-Chlorine Pesticides	EA	Quote
PA 8021 or 8260 Volatile Organic Compounds	EA	Quote
PA 8015 Total Petroleum Hydrocarbons	EA	Quote
PA 6010 & 7471 TTLC Lead	EA	Quote
PA 6010 & 7471 TTLC 17 Metals	EA	Quote
Jaharatani Taata Canarata		
Laboratory Tests - Concrete	Units	Rate (\$)
6. See ordered a seemandered.	EA	\$670.00
336 Coefficient of Thermal Expansion	EA	\$125.00
STM C78 Flexural Strength, Beam		\$205.00
STM C649 Concrete Modulus of Elasticity	EA	\$125.00
STM C496 Splitting Tensile Test	EA	* Andrews (Alto 10
STM C495 Lightweight Concrete Strength	EA	\$65.00
STM C495 Density - Lightweight Concrete	EA	\$240.00
STM C42 Compressive Strength, Core	EA	\$100.00
STM C39 Cyl Tested out of Sequence	EA	\$50.00
STM C39 Concrete Cyl Cured or Tested	EA	\$40.00
STM C157 Concrete Shrinkage (Set of 3)	SET	\$600.00
STM C138 Unit Weight of Concrete		\$90.00
	EA	
ASTM C1140 Shotcrete Panel Test	SET	\$335.00
STM C1140 Shotcrete Panel Test		
STM C1140 Shotcrete Panel Test .aboratory Tests - Caltrans		
STM C1140 Shotcrete Panel Test aboratory Tests - Caltrans roduct Name	SET	\$335.00
STM C1140 Shotcrete Panel Test aboratory Tests - Caltrans roduct Name T670 Tensile Strength up to #8	SET Units	\$335.00 Rate (\$)
ASTM C1140 Shotcrete Panel Test Laboratory Tests - Caltrans Troduct Name T670 Tensile Strength up to #8 T670 Tensile Strength #8 - #11	SET Units EA	\$335.00 Rate (\$) \$75.00
ASTM C1140 Shotcrete Panel Test Laboratory Tests - Caltrans Product Name T670 Tensile Strength up to #8 T670 Tensile Strength #8 - #11 T670 Tensile Strength #18	SET Units EA EA	\$335.00 Rate (\$) \$75.00 \$110.00
ASTM C1140 Shotcrete Panel Test Aboratory Tests - Caltrans Froduct Name T670 Tensile Strength up to #8 T670 Tensile Strength #8 - #11 T670 Tensile Strength #18 T670 Tensile Strength #18	SET Units EA EA EA	\$335.00 Rate (\$) \$75.00 \$110.00 \$205.00
Laboratory Tests - Caltrans Product Name TG70 Tensile Strength up to #8 TG70 Tensile Strength #8 - #11 TG70 Tensile Strength #18 TG70 Tensile Strength #18 TG70 Tensile Strength #18 TG70 Tensile Strength #14 TG70 Tensile Strength #14	SET Units EA EA EA EA	\$335.00 Rate (\$) \$75.00 \$110.00 \$205.00 \$140.00
	Units EA EA EA EA LOT	\$335.00 Rate (\$) \$75.00 \$110.00 \$205.00 \$140.00 \$4,005.00

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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 Cmpnd	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
	EA	\$45.00
CT226 Moisture Content by Oven Drying		
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 \$275.00
CT208 Apparent Specific Gravity of Fines CT207 Specific Gravity, Fine Aggregate	EA EA	\$225.00

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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
1, -		
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 D6320 Lab Max Density Marshall ASTM D6307 Ignition Oven Calibration	EA	\$405.00
ASTM D6307 Asphalt Content by Ignition	EA	\$255.00
ASTM D5507 Aspiral Content by Ignition ASTM D5444 Gradation of Extracted Agg	EA	\$275.00
	EA	\$335.00
ASTM D4125 Asphalt Content Nuclear Guuge		\$205.00
ASTM D3310 Wet Track Abrasion	EA	\$65.00
ASTM D2726 Core Density (SSD) ASTM D244 Emulsion Sieve Analysis	EA	\$165.00
	EA	
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 C130 Sieve Analysis, Coalse Agg	EA	\$335.00
ASTM C131 Advasion, Los Angeles Naturel ASTM C128 Specific Gravity, Fine Agg	EA	\$240.00
ASTM C128 Specific Gravity, Thie Agg ASTM C127 Specific Gravity, Coarse Agg	EA	\$205.00
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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 Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.
- F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.
- G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.
- I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.
- J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.
- 3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.
- 4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

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

- 5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.
- 6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.
- 7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT C AIP Project Federal Requirements

1. 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.

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

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*).

3. 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.

4. 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.

CONSTRUCTION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/Aldridge Electric, Inc.)

THIS CONSTRUCTION AGREEMENT ("Agreement") is dated _______, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and Aldridge Electric, Inc., a Delaware corporation ("Contractor"). Contractor's CSLB license number is 855841. Contractor's DIR registration number is 1000009777.

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

- 1. <u>Contract Documents</u>. 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 Specifications, Addenda, Change Orders, and Supplemental Agreements, and the BUR Clean Construction Policy to the extent attached to this Agreement. Such attachments are incorporated herein by reference.
- 2. <u>Scope of Services</u>. Contractor shall perform the Work in a good and workmanlike manner for the project identified as **AIRFIELD LIGHTING VAULT PROJECT** ("Project"), as described in this Agreement and in the Contract Documents.
- 3. <u>Compensation</u>. In consideration of the services rendered hereunder, Authority shall pay Contractor a not to exceed amount of Four Million Seven Hundred Eighty-Two Thousand Nine Hundred and Seven dollars (\$4,782,907.00) in accordance with the prices as submitted in the Bid.
- 4. <u>Incorporation by Reference</u>. 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. <u>Antitrust Claims</u>. 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. <u>Prevailing Wages</u>. Authority and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
- 7. <u>Workers' Compensation</u>. 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. <u>Execution Warranty</u>. 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. <u>Entire Agreement</u>. 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. <u>Counterparts</u>. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

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

[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.]

BID SHEETS

AIRFIELD LIGHTING VAULT PROJECT ["Project"]

Bidder's Name:	Aldridge Electric, Inc.	

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 AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization	Lump Sum	1	\$335,650,00	\$335,650.00
2.	Contractor Quality Control Program	Lump Sum	1	\$101,209.00	\$101,209.00
3.	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	Lump Sum	1	\$19,458.00	\$19,458.00
4.	Demolition	Lump Sum	1	\$48,435.00	\$48,435,00
5.	Paving, PCC Curbs and Miscellaneous Civil	Lump Sum	I	\$ 301,044.00	\$301,044.00
6.	AOA Chain-link Fence and Gate	Lump Sum	l	\$45,302.00	\$ 45,302,00
7.	Equipment Foundations	Lump Sum	1	\$75,848.00	\$ 75,848.00
8.	New Airfield Lighting Vault (ALV)	Lump Sum	[\$600,286.00	\$600,286.00
9.	Electrical Build-out for New ALV	Lump Sum	1	\$642,161.00	\$ 542,161.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
10.	Mechanical Build-out for New ALV	Lump Sum	1	\$152,866.00	\$ 152,866.00
11.	Airfield Lighting Control System Equipment and Programming (Allowance)	Allowance	1	\$270,000	\$270,000
12.	CCTV Buildout for New ALV	Lump Sum	1	\$24,271,00	\$ 24, 27(.00
13.	CCTV Integration, Programming, and CCTV Equipment (Allowance)	Allowance	1	\$35,000	\$35,000
14.	Access Control and Monitor System Buildout for New ALV	Lump Sum	1	\$ 24, 684.00	\$24,684.00
15.	ACAMS Integration, Programming, and Equipment (Allowance)	Allowance	1	\$35,000	\$35,000
16.	RLIM Relocation	Lump Sum	1	\$11,142.00	\$11,142.00
17.	Fire Alarm System Buildout for New ALV	Lump Sum	1	\$33,602.00	\$33,602.00
18.	Fiber Optic Communication Cable	Lump Sum	1	\$36,188.00	\$36,188.00
19.	Reconfiguration of Existing Airfield Lighting Vault	Lump Sum	1	\$155,631.00	\$166,631.00
20.	2 Each 4" Diameter Conduit Underground Ductbank, Concrete Encased (Between BWP Transformer and Meter)	Lump Sum	1	\$ 109,552.00	\$169,552.00
21.	Miscellaneous Underground Ductbank and Conduits, Concrete Encased	Lump Sum	1	\$232,766.00	\$ 232,766.00
22.	Miscellaneous Manholes and Handholes	Lump Sum	1	\$56,449.00	\$56,449.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
23.	Manhole – Traffic Rated, 4'x8'x4'	Lump Sum	1	\$41,538.00	\$41,538.00
24.	Switchgear System - UPS	Lump Sum	1	\$170,586.00	\$170,586.00
25.	Switchgear System - One	Lump Sum	1	\$179,112.00	\$179,112.00
26.	Switchgear System - Two	Lump Sum	1	\$199,380.00	\$199,380.00
27.	20 KW CCR PowerPack	Per Each	2	\$ 33,659.00	\$67,318.00
28.	15 KW CCR PowerPack	Per Each	I	\$ 27, 239.00	\$ 27,239.00
29.	10 KW CCR PowerPack	Per Each	4	\$24,689.00	\$ 98,156.00
30.	7.5 KW CCR PowerPack	Per Each	7	\$22.693.00	\$158,851.00
31.	4 KW CCR PowerPack	Per Each	8	\$19,935.00	\$159,480.00
32.	375 KVA Generator	Per Lump Sum	1	\$170,175.00	\$170,175,00
33.	Load Bank	Per Lump Sum	1	\$66,200.00	\$66,200.00
34.	Meter, Switchpad	Per Lump Sum	1	\$32,532.00	\$ 32,532,00
35.	125 KW UPS	Per Lump Sum	1	\$17,696.00	\$ 177, 696,00
	TOTAL BASE AMOUNT	•			84,795,40

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DEDUCTIVE ITEM:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Buy-back of Existing CCRs	Lump Sum	1	-12,500.0 \$	00 \$ -12,500
	TOTAL DEDUCTIVE ITEM:	•			s12,500

Items may be adjusted or deleted. 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.

Reference the "Summary of Work" for description of bid items above located within the Technical Specifications.

TOTAL BID PRICE = BASE AMOUNT MINUS (-) ALL DEDUCTIVE ITEMS

TOTAL BID PRICE IN DIGITS: \$ 4,782 TOTAL BID PRICE IN WORDS: Thousan	,907.00	red Eighty Two
TOTAL BID PRICE IN WORDS: Thousan	d Nine Hundy	ed seven Dollars
Signature: Thomas G. McLinde Signature: demnifer Medeiros		Date: 10/12/21 CORPORATE SEAL 195>
		AWARE

References must be provided upon request.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/Lean Technology Corporation)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated _______, 2021 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Lean Technology Corporation dba Lean Engineering ("Consultant"), a California corporation.

RECITALS

- A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: airfield lighting vault construction administration services.
- 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": _____, 2021.
 - B. "Contract Administrator": Karen Sepulveda or a duly authorized designee.
- C. "Contract Amount": One Hundred Sixty-Five Thousand Three Hundred Eighty-Five Dollars and Twenty-Nine Cents (\$165,385.29).
 - D. "Executive Director": Frank R. Miller or a duly authorized designee.
 - E. "Expiration Date": _____, 2021.
- F. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
 - G. "Fee Schedule": the fee schedule set forth in the attached 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 October 21, 2021 proposal attached as Exhibit A.
- K. "Services": the tasks set forth in the attached 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 any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under Civil Code Section 2782.8(c)(2).
- B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the payment of all consequential damages, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the Authority, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse 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 section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

- C. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees.
- D. All duties of Consultant under this section shall survive termination or expiration of this Agreement.
- 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 Lean Technology Corporation 20 Executive Park, Suite 155 Irvine, CA 92614 Attn: Doron Lean, P.E.

Attn: Doron Lean, P.E. E-mail: dlean@leancorp.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 the Proposal. 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 C, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit 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.

[SIGNATURES ON FOLLOWING PAGE]

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

Lean Technology Corporation

By:

Print Name: DORON LEAN

Print Name: DORON LEAN

Chairperson President Vice President

Secretary Chief Finance Officer Asst. Treasurer

Chief Finance Officer Asst. Treasurer

CHIEF EXECUTIVE OFFICER

[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

Paula Devine, President

Approved as to form:

Richards, Watson & Gershon A Professional Corporation

EXHIBIT A Proposal

(attached)



10-21-2021

Karen Sepulveda, PE Project Manager 2627 N. Hollywood Way Burbank, CA 91505

RE:

Scope of Work and Fee Proposal for

Construction Administration Hollywood-Burbank Airport

Project No. E18-06

Replacement Airfield Lighting Design Services

Dear Ms. Sepulveda

In accordance with above referenced request for proposal, Lean Technology Corporation (LEAN) is hereby submitting our scope and fee to perform the requested work. Included herein is our fee proposal for LEAN and associated subconsultants as well as scope of work.

We greatly appreciate the opportunity to propose on this project for the airport. Please don't hesitate to contact me at your earliest convenience.

Sincerely,

Doron Lean, PE Project Manager

Lean Technology Corporation

Attachments:

Scope of Work

Exhibit A, B, and C Fee Derivation for Each Consultant

Table 1: Fee Proposal Summary

Tunio II Too I Toposii Guillina)	
Scope of Work and Services	Fee Amount
Prime Consultant, Project Management, Design Management, Client Interaction, all Electrical Engineering.	\$98,905.29
Structural Design	\$10,940.00
Architectural, Mechanical, Civil, and Fire Alarm	\$35,540.00
Total Base Fee	\$145,385.29
	Scope of Work and Services Prime Consultant, Project Management, Design Management, Client Interaction, all Electrical Engineering. Structural Design Architectural, Mechanical, Civil, and Fire Alarm

Contingency Costs:

0-11-1		
Lean Technology	Allowance for Special Inspection as will be required by	\$20,000
Corporation	BWP Permitting.	
Corporation	BWP Permitting.	

Total Requested Fees:

Lean Technology	Summary of Total Fees	\$165,385.29
Corporation		



SCOPE OF WORK

New Airfield Lighting Vault

Construction Administration Services

BURBANK-GLENDALE-PASADENA AIRPORT BURBANK, CALIFORNIA

VERSION 1

This scope of work describes the professional engineering services during construction to be provided by Lean Technology Corporation (LEAN) to the airport for the vault, site, and associated improvements as part of the New Airfield Lighting Vault which is operated by the Airport.

I. BACKGROUND INFORMATION

The vault project includes the following elements:

- → Construction of a new Vault and decommissioning of existing vault.
- → Coordination and work with BWP.
- → Airfield Lighting ductbank and connection to the existing ductbank and transition from the new to existing vault.

TASK 1: PROPOSED SCOPE OF WORK

LEAN shall furnish all necessary professional engineering services to provide construction engineering services for the Airport.

- Task 1.1A: Shop Drawings. LEAN will review and respond to contractor submittals including inspection and testing reports.
- Task 1.1B: Request for Substitutions. Due to the supply chain issues and problems, LEAN anticipates an extensive amount of review for request for substitutions.
- Task 1.2: Request for Information: Review and respond to contractor RFIs.
- Task 1.3: Field Directives: Provide modifications to drawings as required to accommodate changes to the construction drawings as required.
- Task 1.4: Perform weekly site visits as follows:
 - a. Prime Consultant will be on-site for one day a week for 16 weeks.
 - Structural Engineer will be on-site for 4 visits to inspect and confirm the work around the foundation.
 - Mechanical/Architectural/Civil Engineers will be on-site for 2 visits as required and depending on the work to be performed.
- Task 1.5: As-Builts: The LEAN team will collect contractor's as builts and deliver conformed set of drawings as required to complete the work.
- Task 1.6: Commissioning and Summary Report: LEAN will perform a commissioning inspection and report for the entire vault to include ALCS testing and commissioning, electrical commissioning, and mechanical

commissioning. LEAN will publish a report as to deficiencies and help to develop a punchlist for the Contractor to complete.

Task 1.7: FAA Closeout Documentation: LEAN will assist the airport to organize and provide the closeout documentation for the FAA work.

Allowance: Provide special inspection in accordance with BWP request.

TASK 2: DELIVERABLES

- Conformed Set of Drawings One set of Full size drawings and 4 sets of half size drawings
- CADD and PDF files.

PROFESSIONAL FEES

Proposed Professional Fees for this Task Order are included in Exhibit A, which will be billed on a time and material basis.

Burbank-Glendale Airport New Airfield Lighting Vault - Construction Administration Services

Submitted By: Lean Technology Corporation

Doron Lean

By: Version: 1

EXHIBIT A - LEAN TECHNOLOGY FEE PROPOSAL FOR CA SERVICES AND SUMMARY OF TOTAL FEE

	Job Classification	Responsible	Project	Manager	Senior EE - Power	Senior EE - ALCS	Engineer III	Engineer III	Designer	Designer		
pproved	I Billing Rate	Responsible	\$	246.51	\$ 205.43	\$ 184.36	\$ 171.19	\$ 158.02	\$ 98.76	\$ 98.76		
Task No.	Task Description										Hours	TOTAL
1.0	Construction Administration Services			II K II		OT HE						\$98,905
1.1A	Shop Drawings	LEAN		8		40			16		64	\$10,926.50
1.1B	Request For Substitutions	LEAN		8		32					40	\$7,871,46
1.2	RFIs	LEAN		40		40		24			104	\$21,027.09
1.3	Field Directives	LEAN		40		24		40			104	\$20,605,71
1.4	Weekly Site Visits (16 Weeks at 8 Hour per Day)	LEAN		64		64					128	\$27,575.41
1.5	As-Builts	LEAN		2		2		16			20	\$3,390.04
1.6	Commissioning and Summary Report	LEAN		16		16					32	\$6,893.85
1.7	FAA Closeout Documents	LEAN		1		2					3	\$615.22
	Subtotal Hours			179	0	220	0	80	16	0		
	Subtotal Cost		\$4	4,125	\$0	\$40,558	\$0	\$12,642	\$1,580	\$0		\$98,905.2
							4	-	-		TOTAL FEE	\$98,905.2



EXHIBIT B

	BURBAIN ELECT	NICAL VAUL	BAINN ELECTRICAL VAULT - CA STAFFIING FLAIN				
Activity	Archit	Architectural	i)	Civil	Mechanical	ical	Totals
Staff	Lead	Staff	Lead	Staff	Lead	Staff	
Hourly Rate	\$ 276.00	\$ 160.00	\$ 290.00	\$ 160.00	\$ 284.00	\$ 150.00	
Bi - Weekly Meetings (12)			12				12
RFI Responses	2	12	2	12	2	4	
Submittal Reviews	2	12	2	12	2	4	
Field Directives	2	8	2	8	2	4	
Site Visits (4)			16	16			32
Pre-punch Walk			4				4
Punch Walk	4		4		4		12
Closeout		4	. 2	4		2	12
Total Hrs	10	38	44	52	10	14	166
Total \$	\$ 2,760.00 \$		5,760.00 \$ 12,760.00 \$	\$ 8,320.00 \$		2,840.00 \$ 2,100.00	
	\$	8,520.00	\$	21,080.00	\$	4,940.00	4,940.00 \$34,540.00

Burbank-Glendale Airport New Airfield Lighting Vault Submitted By: VCA ENGINEERS

Ву:

Young Nam

Version:

1

EXHIBIT C: VCA FEE PROPOSAL FOR CONSTRUCTION ADMINISTRATION

CA ENGINEERS, INC.

	Job Classification	Responsible	Person 1	Person 2	Person 3	Person 4		
Person N	ame (First Name Initial, Last Name)		Y Nam	A Quinonez	M Ku	A Nahmgoong		
Billing Ra	te		190	165	140	120		
Task No.	Task Description	Responsible					Hours	TOTAL
Construc	tion Administration (Structural)	5. 5 × 5.						
	RFI, Shop Drawing Review, Change Order review, Field Directive follow ups	VCA	4	12	12	4	32	
	Site Observation and Follow up report (max 4 times)	VCA	4	16	12	8	40	
	Sub Total hours		8	28	24	12		
	Sub Total Fee		\$1,520	\$4,620	\$3,360	\$1,440		\$10,940

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 Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.
- F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.
- G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.
- I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.
- J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.
- 3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.
- 4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

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

- 5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.
- 6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.
- 7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT C Non-AIP Project Federal Requirements

1. 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.

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

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).

3. 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.

4. 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.

National Auto Fleet Group

490 Auto Center Drive, Watsonville, CA 95076 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax Fleet@NationalAutoFleetGroup.com

November 3, 2021

Mr. Adam Lieberman Hollywood Burbank Airport 2627 N Hollywood Way Burbank, Ca 91505

Dear Mr. Lieberman,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Burbank, new/unused 2022 Ford Police Interceptor Utility responding to your requirement with the attached specifications for \$ 36,902.00 plus Paint, Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

,	One unit	Selling Price	Total Savings	Extended units (2)	Total Savings
2022 Ford Police			_		
Utility Non-Hybrid	44,350.00	36,902.00	16.79%	73,804.00	14,896.00
Black and White				•	
Paint		1,050.00		2,100.00	
West Coast Upfit		14,939.26		29,878.52	
Sub Total		52,891.26		105,782.52	
Sales Tax		5,421.35		10,842.71	
Tire Tax		8.75		17.50	
Transport		275.00		550.00	
Total		58,596.36		117,192.73	

Terms are net 30 days.

Delivery 120-150 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard

National Law Enforcement Sales Manager

National Auto Fleet Group

Wondries Fleet Group

626-457-5590 O / 714-264-1867 C / Buzzard5150@gmail.com









601 COLUMBIA AVENUE UNIT "B" RIVERSIDE, CA 92507

Phone #

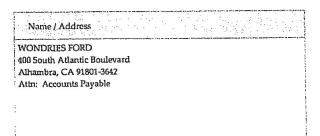
9517799257

info@wcls.us

Fax#

951-779-9256

WCLS.US





PROPOSAL

Date	Estimate #
8/31/2021	11502

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
A CONTRACTOR OF THE CONTRACTOR	>>TO INSTALL THE FOLLOWING IN A 2022 FORD PIU<< -CUSTOMER SUPPLIED RADIOS			·;
85.00 /HOUR	LABOR TO INSTALL THE FOLLOWING	46	85,00	3,910.00T
!	>>LIGHTING & SIREN EQUIPMENT<<			
VALR51S-CAL2	51" RED/BLUE VALOR	1	2,200.00	2,200.00T
SIFMH-1574375846	2020 FORD UTILITY REAR ILS. RED/AMBER, BLUE/AMBER,	1	718.80	718.80T
!	HEAD SIGNAL MASTER FOR USE WITH SSP			
LF18ER-LED-LAPD	18" MAPLIGHT - LAPD	1	109.30	109.30T
PF200S17B	SIREN/LIGHT CONTROLLER WITH 17 BUTTON	1	948.00	948.00T
i	CONTROLLER, 100/200 W, OBDII INTEGRATION			
!	CAPABILITY,		•	
1	INTEGRATED RUMBLER® CAPABILITY, AND	1	i	!
š	INTEGRATED DUAL TONE CAPABILITY- MULTICOLOR	1		
:	CONTROL HEAD			155.00T
ES100C	ES100 SPEAKER W/O BRACKET	1	155.00	
ESB-FPIU20NDB	SPEAKER MOUNT BRACKET FOR 2020 INUT	1	30.00	
416900Z-BW	CORNER LED, DUAL, INLINE FLASHER	1	59.80	39,801
1	HORIZ OPTIC,BLUE/WHITE	_		59.807
416900Z-RW	CORNER LED, DUAL, INLINE FLASHER	;	59.80	39.801
1	HORIZ OPTIC, RED/WHITE		000.00	200 000
EXPMOD-2	EXPANSION MODULE FOR PATHFINDER & SSP STRENS	1	309.60	Y
EXPHARN03	REAR TAILLIGHT CONNECTION WIRE HARNESS FOR USE	1	78.00	78.00T
1	WITH EXPANSION MODULE, FORD INTERCEPTOR	1		i
	UTILITY 2020			L



Subtotal

Sales Tax (0.0%)

Total

601 COLUMBIA AVENUE UNIT "B" RIVERSIDE, CA 92507

Phone #

9517799257

info@wcls.us

Fax #

951-779-9256

WCLS.US



PROPOSAL

8/31/2021	11502
Date	Estimate #

	<u> </u>		
WONDRIES FORD 400 South Atlantic Boulevard			
Alhambra, CA 91801-3642			
Attn: Accounts Payable			

Terms VEHICLE TYPE

Net 30

Item	Description	Qty	Cost	Total
OBDCABLE25-2	25-FT OBDIL INTERFACE CABLE, FOR USE ON 2020 FORD POLICE INTERCEPTOR UTILITY (PASSENGER SIDE KICK PANEL)	1	114.08	114.08T
MPS62U-BA	MICROPULSE ULTRA 6, DUAL COLOR, CLEAR LENS, SURFACE MOUNT- BLUE/AMBER	2	75.00	150.00T
	>> STORAGE DEVISES, CONSOLES & TRAYS GRP1-HRD-BW-SUV			
C-VS-1210-INUT	2020 FORD INTERCEPTOR UTILITY MID HEIGHT ANGLED CONSOLE	1	290.63	290.63T
CUP2-1004	SELF ADJUSTING DOUBLE CUP HOLDER	1	44.58	44.58T
1011B	15 AMP 12VOLT DC SOCKET	2	4.79	9.58T
C-TTP-INUT-1201-8	2020-2021 FORD INTERCEPTOR UTILITY PREMIUM RAISED FOLD-UP CARGO PLATE	1	810.60	810.60T
C-TTP-INUT-4-LAPD	2020-2021 FORD INTERCEPTOR UTILITY PREMIUM FOLD-UP EQUIPMENT TRAY WITH PRE-DRILLED HOLES	1	452.41	452.41T
WBI-F28-RC	WINDOW GUARDS FOR REAR OF 2020 INUT	1 .	427.14	427.14T
SHIPPING	SHIPPING OF HAVIS PRODUCTS	1 !	112.50	112.50
GK0068E-L	S T-RAIL MOUNT 1080E BLAC-RAC CUSTOM BLAC-RAC	1	549.07	549.07T
FABRICATED	FABRICATION OF SHOTGUN RACK	1	54.00	54.00T
SC-1	SANTA CRUZ GUN LOCK S-C1 W STANDARD KEY	1	88.65	88.65T
SC-1901	SOLID ALUMINUM BUTT PLATE	1	25.73	25.73T
	>>PRISONER TRANSPORT<<			
PK2190ITU20TML	LAPD 2020 - 21 UTILITY PARTITION	1	654.96	654.96T
ł.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	COMPATIBLE WITH LAGUNA FLOOR PAN			

Subtotal

Sales Tax (0.0%)

Total

601 COLUMBIA AVENUE UNIT "B" RIVERSIDE, CA 92507

Phone #

9517799257

info@wcls.us

Fax #

951-779-9256

WCLS.US



PROPOSAL

VEHICLE TYPE

Terms

Name / Address	
WONDRIES FORD	ب <u>ئىش مىدا بۇنىسىنى ئەسىمىي</u>
400 South Atlantic Boulevard	
Alhambra, CA 91801-3642	
Attn: Accounts Payable	
•	
	19

			N	et 30		
Item	Description	Qty		Cost		Total
FE7502-RBL	3P FORD POLICE UI 2020 SEAT W/READY BUCKLE DUAL		1	gamaga kada gabi 149 sa di Saftikada di 1 Pada dia 1674.	1,149.20	1,149.20T
	SWITCHING RETRACTOR SEAT BELTS (LAPD)	1	i			
FE7502-FP	3P FORD POLICE UI 2020 FLOOR PAN SYSTEM		1		121.20	121.20T
SHIPPING	SHIPPING OF LAGUNA PRODUCTS		1		40.00	40.00
SHIPPING	SHIPPING OF SETINA PRODUCTS	1	1		155.00	155.00
	>>ELECTRICAL<<		1			
WCLS2020PF	2020 LAPD MAIN WIRING HARNESS	-	1		344.90	344.90T
WC-2020-FEH	2020 FRONT END HARNESS	i	1		84.06	84.06T
5026B	FUSE BLOCK STBLADE 12 CIRC W/GND/CVR		1		33.91	33.91T
7187B	100 AMP THERMAL CIRCUIT BREAKER (SURFACE		1		26.58	26.58T
	MOUNT)		1			
5029B	FUSE BLOCK ST BLADE 12 WITHOUT GROUND CIRCUIT	1	1		27.34	27.34T
7183B	50A CIRCUIT BREAKER (SURFACE MOUNT)	1	2		26.58	53.16T
504513	FUSE BLOCK STBLADE COMPACT 4CIRC W/COVER	Ì	1		18.11	18.11T
90-201	BOSCH 75 AMP RELAY	:	1		29.94	29,94T
MB8U	3/4" HOLE NMO STYLE BRASS MT W/17" RG58U & NO	İ	3		15.51	46.53T
	CONNECTOR	1	i			
OD1238-121-1B	12V BALL BEARING FAN (120MM X 38MM)	1	1		38.22	1
M84434RW	6 INCH 24 LED RED/WHITE DOME LIGHT-3 POSITION	Į.	1		51.94	51.94T
	SWITCH	į	į			!
	- ON REAR HATCH					}
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS,		1		275.04	275.04T
	RELAYS, ETC.		1			
	>>MISC PARTS<<	ĺ				

Subtotal
Sales Tax (0.0%)
Total



601 COLUMBIA AVENUE UNIT "B" RIVERSIDE, CA 92507

Phone #

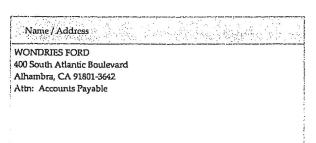
9517799257

info@wcls.us

Fax #

951-779-9256

WCLS.US





PROPOSAL

Date	Estimale #
8/31/2021	11502

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qly	Cost	Total
FABRICATED	FABRICATION- ABS DOOR SHIM FOR DRIVER AND PASSENGER DOOR JAM	1	19.50	19.50T
ELEPHANT BARK	CARGO FLOOR RUBBER MAT, 5MM THICK, BLACK	1	62.40	62.40T
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PROPOSAL IS VALID FOR 30 DAYS. IF CHANGES ARE MADE TO THIS PROPOSAL AFTER APPROVAL IT WILL RESULT IN A CHANGE ORDER.

PLEASE MAKE SURE YOU HAVE ALL CUSTOMER SUPPLIED PARTS WHEN VEHICLE IS DROPPED OFF. IF CUSTOMER SUPPLIED PARTS IS NOT COMPLETE, THIS WILL DELAY VEHICLE COMPLETION DATE. IF DELAYS CONTINUE, WE WILL SUPPLY NEEDED PARTS AT CUSTOMERS EXPENSE.

Subtotal	\$14,939.26
Sales Tax (0.0%)	\$0.00
Total	\$14,939.26

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV





CHROMEDATA Wondries Fleet Group / National Auto Fleet Group An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD

Image Not Available



CHROMEDATA Wondries Fleet Group / National Auto Fleet Group An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@omail.com

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Wondries Fleet Group / National Auto Fleet Group Prepared By:

Kevin Buzzard Wondries Fleet Group / National Auto Fleet Group 626-457-5590 OFC Buzzard5150@gmail.com

Sep 1, 2021

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (♥ Complete)

Selected Model and Options

MODEL

CODE

MODEL

K8A

2022 Ford Police Interceptor Utility AWD

COLORS

CODE

DESCRIPTION

UM

Agate Black

ENGINE

CODE

DESCRIPTION

99B

Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithiumion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*

TRANSMISSION

CODE

DESCRIPTION

44U

Transmission: 10-Speed Automatic (44U)

OPTION PACKAGE

CODE

DESCRIPTION

500A

Order Code 500A

AXLE RATIO

CODE

DESCRIPTION

3.73 Axle Ratio (STD)

PRIMARY PAINT

CODE

DESCRIPTION

UM

Agate Black

SEAT TYPE

CODE

DESCRIPTION

96

Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -Inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

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Sep 1, 2021 Page 3

An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION

47A Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle

remains idling

76D Underbody Deflector Plate -inc: Engine and transmission shield

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
518	Dual (Driver & Passenger) LED Spot Lamps (Unity)
153	Front License Plate Bracket
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
90E	Ballistic Door-Panels (Level III+) -inc: Driver and passenger front-doors
59B	Keyed Alike - 1284x

ADDITIONAL EQUIPMENT - INTERIOR

CO	DE	DESCRIPTION
52 F	Þ	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
430)	Dark Car Feature -Inc: Courtesy lamps disabled when any door is opened
177	ſ	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light
87F	₹	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
19V	1	Rear Carnera On-Demand -inc: Allows driver to enable rear carnera on-demand
76F	₹	Reverse Sensing System
68E	Ī	Low-Band Frequency Noise Suppression Kit -inc: Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF low band - channel 1-9), Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range
60R	ł	Noise Suppression Bonds (Ground Straps)
85R	}	Rear Console Plate -inc: Contours through 2nd row; channel for wiring

Options Total

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Sep 1, 2021



An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (& Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

Police/Fire

1670# Maximum Payload

GVWR: 6,840 lbs (3,103 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal, Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold

Control

Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

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Page 5 Sep 1, 2021

An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

Exterior

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc; clock, 4-speakers. Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Till/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modern Selective Service Internet Access

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (& Complete)

Interior

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

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Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (& Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD

MSRP:\$40,980.00

Interior: Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE

CODE	MODEL	MSRP
K8A	[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD	\$40,980.00
	OPTIONS	
153	Front License Plate Bracket	\$0.00
17T	Switchable Red/White Lighting In Cargo Area	\$50.00
19V	Rear Camera On-Demand	\$230.00
43D	Dark Car Feature	\$25.00
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
47A	Police Engine Idle Feature	\$260.00
500A	Order Code 500A	\$0.00
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$620.00
52P	Hidden Door-Lock Plunger	\$160.00
59B	Keyed Alike - 1284x	\$50.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
68E	Low-Band Frequency Noise Suppression Kit	\$195.00
76D	Underbody Deflector Plate	\$335.00
76R	Reverse Sensing System	\$275.00
85R	Rear Console Plate	\$45.00
86T	Tall Lamp/Police Interceptor Housing Only	\$60.00
87R	Rear View Camera	\$0.00
90E	Ballistic Door-Panels (Level III+)	\$3,170.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	(\$3,450.00)

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Sep 1, 2021



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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (& Complete)

UM	Agate Black	\$0.00
	3.73 Axle Ratio	\$0.00
	SUBTOTAL	\$43,105.00
	Adjustments Total	\$0.00
	Destination Charge	\$1,245.00
	TOTAL PRICE	\$44,350.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Sep 1, 2021

Adam Lieberman

From:

Mark Durrell

Sent:

Sunday, August 22, 2021 1:09 AM

To:

Adam Lieberman

Subject:

Fw: Contact Info

Thanks Mark D.

From: Gregory Field <n1304@lapd.online>
Sent: Friday, August 20, 2021 2:12 PM
To: Mark Durrell <MDurrell@bur.org>

Subject: Fw: Contact Info

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Greg Field Senior Automotive Supervisor LAPD - Motor Transport Division 213-486-1023 N1304@lapd.online

From: Gregory Field

Sent: Thursday, August 12, 2021 8:03 AM

To: mdurrell@bur.org

Cc: alieberman@bur.org; Mark Wyrick

Subject: Contact Info

Here is the contact info...

Kevin Buzzard
National Law Enforcement Sales Manager
Wondries Fleet Group
National Auto Fleet Group
626-457-5590 O
714-264-1867 C
626-457-5593 F
Buzzard5150@gmail.com<mailto:Buzzard5150@gmail.com>

West Coast Lights and Sirens

Danny - 951-990-7103 Danny@wcls.us

Greg Field Senior Automotive Supervisor Motor Transport Division 213-486-1023