



March 17, 2022

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, March 21, 2022, at 9:00 a.m., 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

Regular Meeting of Monday, March 21, 2022

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.*

## A G E N D A

Monday, March 21, 2022

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) Finance and Administration Committee
      - (i) February 7, 2022 ***[See page 1]***
    - 2) Legal, Government and Environmental Affairs Committee
      - (i) February 7, 2022 ***[See page 5]***
  - b. Commission Minutes  
(For Approval)
    - 1) February 22, 2022 ***[See page 7]***
  - c. Treasurer's Report
    - 1) December 2021 ***[See page 15]***
  - d. AB 361 Findings for Special Brown Act Requirements  
for Teleconference Meetings ***[See page 45]***
6. ITEMS FOR COMMISSION APPROVAL
  - a. Award of Design-Build Contract ***[See page 47]***  
Runway 8 Precision Approach Pathway Indicators  
Navigation Aid Equipment Relocation
  - b. Appointment of Committees
7. ITEMS FOR COMMISSION INFORMATION
  - a. ACI Airport Service Quality (ASQ) 2021 Passenger Satisfaction  
Survey Results
  - b. January 2022 Passenger and Air Cargo Statistics ***[See page 51]***

c. January 2022 Transportation Network Company Statistics

d. January 2022 Parking Revenue Statistics

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)

Name of Case: Burbank-Glendale-Pasadena Airport Authority v. California High Speed Rail Authority

b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(California Government Code Section 54957(b))

1) Title: Chief of Police/Director of Public Safety

c. CONFERENCE WITH LABOR NEGOTIATOR

(California Government Code Section 54957.6)

Authority Representatives: Frank R. Miller, Executive Director

Unrepresented Employee: Director of Public Safety/Chief of Police

d. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(California Government Code Section 54957(b))

Title: Executive Director

e. CONFERENCE WITH LABOR NEGOTIATOR

(California Government Code Section 54957.6)

Authority Representative: Terence R. Boga, Esq.

Unrepresented Employee: Executive Director

9. COMMISSIONER COMMENTS

(Other updates and information items, if any)

10. ADJOURNMENT



## COMMISSION NEWSLETTER

Monday, March 21, 2022

*[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 Finance and Administration Committee meeting of February 7, 2022; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of February 7, 2022, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the special meeting of the February 22, 2022, Commission meeting are attached for the Commission's review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for December 2021 is included in the agenda packet. At its special meeting on February 22, 2022, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission note and file this report.
- d. AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS FOR TELECONFERENCE MEETINGS. A staff report is included in the agenda packet. Staff has placed this item on the agenda to give the Commission an opportunity to make the 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.

### 6. ITEMS FOR COMMISSION APPROVAL

- a. AWARD OF CONTRACT – AWARD OF DESIGN-BUILD CONTRACT – RUNWAY 8 PRECISION APPROACH PATHWAY INDICATORS NAVIGATION AID EQUIPMENT RELOCATION. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to: 1) Award a design-build contract in the amount of \$385,583 to Vellutini Corporation dba Royal Electric Company for the design and construction services necessary to relocate the Runway 8 Precision Approach Pathway Indicators Navigation Aid; 2) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$65,000; 3) Authorize a project allowance for required FAA flight-checks and other required FAA services in the amount of \$65,000; and, 4) Authorize a project contingency of \$40,000.

- b. APPOINTMENT OF COMMITTEES. No staff report is attached. This item is included in the agenda to provide the Commission President the opportunity to make any standing or ad hoc committee appointments that he/she may wish to make.

## 7. ITEMS FOR COMMISSION INFORMATION

- a. ACI AIRPORT SERVICE QUALITY (ASQ) 2021 PASSENGER SATISFACTION SURVEY RESULTS. No staff report attached. Staff will present the results of the 2021 ACI Airport Service Quality (ASQ) Passenger Satisfaction Survey.
- b. JANUARY 2022 PASSENGER AND AIR CARGO STATISTICS. A staff report is included in the agenda packet. The January 2022 passenger count of 318,193 was down 34% compared to January of 2020's 480,876 passengers. Also compared to January of 2020, air carrier aircraft operations in January 2022 decreased 5%, while cargo volume was down 14%, at 7.6 million pounds.
- c. JANUARY 2022 TRANSPORTATION NETWORK STATISTICS. No staff report attached. Staff will update the Commission on TNC activity for the month of January 2022.
- d. JANUARY 2022 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of January 2022.

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

**MONDAY, FEBRUARY 7, 2022**

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:50 a.m., by Commissioner Selvidge.

**1. ROLL CALL**

**Present:** Commissioners Selvidge (via teleconference),  
Ovrom, Najarian (via teleconference)

**Absent:** NONE

**Also Present:** Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services; Scott Kimball, Deputy Executive Director, Operations, Business and SMS

James Godsey, Partner, Macias Gini & O'Connell LLP; Peter George, Engagement Partner, Macias Gini & O'Connell LLP (both via teleconference)

**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.

Commissioner Selvidge announced that Item No. 8.a. would be taken after Item No. 4. Public Comment.

**3. Approval of Agenda**

Agenda was approved as presented.

**Motion**

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

**Motion Approved**

There being no objection, a voice vote was taken. The motion was approved (3-0).

**4. Public Comment**

There were no public comments.

## 8. Items for Discussion

### a. Presentation of Fiscal Year 2021 Financial Statements and Analysis of Financial Results

Staff presented to the Committee an overview of each audit report and financial results for the fiscal year ended June 30, 2021.

James Godsey, Partner at Macias Gini & O'Connell LLP ("MGO"), and Peter George, Engagement Partner, the Authority's independent auditors, provided the Committee with a summary of MGO's audit and unmodified opinion of the Authority's financial statements for FY 2021.

Staff requested that the Committee refer the audited FY 2021 Financial Statements to the Commission for note and file.

#### Motion

Commissioner Ovrom moved approval, seconded by Commissioner Najarian.

#### Motion Approved

There being no objection, a voice vote was taken. The motion was approved (3–0).

## 5. Approval of Minutes

### a. January 18, 2022

Draft minutes for the January 18, 2022, Finance and Administration Committee special meeting were presented for approval.

#### Motion

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

#### Motion Approved

There being no objection, a voice vote was taken. The motion was approved (3–0).

Staff requested Item No. 7 Items for Approval be addressed at this time due to time constraints for Commissioner Najarian. Commissioner Selvidge concurred.

## 7. Items for Approval

### a. Award of Insurance Brokerage Services Agreement

Staff sought Committee recommendation to the Commission to approve an Award of Insurance Brokerage Services Agreement to Willis Towers Watson Insurance Services West, Inc., ("Willis") for exclusive brokerage services of all Authority insurance policies for a three-year term, with two, one-year extension options available for exercise at the discretion of the Authority.

Willis has provided insurance brokerage services to the Authority since 2017, and during this time has

met all of their obligations under the terms of their agreement. As their term is set to expire on February 28, 2022, Staff issued a Request for Proposal on November 21, 2021, with the intent to award a new agreement effective March 1, 2022.

**Motion**

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

**Motion Approved**

There being no objection, a voice vote was taken. The motion was approved (3–0).

**b. Amendment No. 4 to Concession and Lease Agreement  
HG Burbank JV dba Hudson  
Group Retail, LLC.**

Staff sought Committee recommendation to the Commission to approve a Fourth Amendment to the Concession and Lease Agreement with HG Hudson JV dba Hudson Group Retail, LLC who has been providing News and Gift Concession services at Hollywood Burbank Airport since 2015.

The proposed Amendment requires Hudson to provide an addition space rent of \$590.00 per month with a fixed annual rent adjustment of 3%.

**Motion**

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

**Motion Approved**

There being no objection, a voice vote was taken. The motion was approved (3–0).

**c. Fourth Amendment to Ground  
Development Lease  
Harbor Freight Tools USA, Inc.**

Staff sought Committee recommendation to the Commission to approve a proposed Fourth Amendment of the Ground Development Lease (“Lease”) with Harbor Freight Tools USA, Inc. which would extend the term of the Lease to June 30, 2036.

The Commission granted a Conditional Consent to Assignment of Lease in favor of Avjet Corporation and Harbor Freight in February 2021. Harbor Freight fulfilled all of the required conditions set forth in the Consent and now assumes all the obligations and requirements in the Lease.

In consideration for its additional investment into the facility post assumption of the Lease, Harbor Freight has requested an extension of an additional five-years to June 30, 2036, with all other terms, conditions and rent fees remaining unchanged.

**Motion**

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

**Motion Approved**

There being no objection, a voice vote was taken.  
The motion was approved (3–0).

**d. Staff Increase – Operations Support Specialist**

Staff sought Committee recommendation to the Commission to approve a staff increase to support the Authority's Operations Department. The Operations Department is currently staffed with two authorized Operations Support Specialist that perform various duties integral to the position. Due to the increase in air carrier activity and associated day-to-day workload, Staff seeks one additional Operations Support Specialist position.

**Motion**

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

**Motion Approved**

There being no objection, a voice vote was taken.  
The motion was approved (3–0).

At this point, Commissioner Najarian left the meeting.

**6. Treasurer's Report**

**a. November 2021**

A copy of the November 2021 Treasurer's Report was included in the agenda packet for review by the Committee.

**Motion**

Commissioner Ovrom moved approval of the Treasurer's Report, seconded by Commissioner Selvidge.

**Motion Approved**

There being no objection, a voice vote was taken.  
The motion was approved (2–0, 1 absent) that it be forwarded to the Commission for note and file.

**8. Items for Discussion (Continued)**

**b. Replacement Passenger Terminal ("RPT") Financing Update**

Staff updated the Committee on matters involving the financing of the Replacement Passenger Terminal project.

**9. Items for Information**

**a. Committee Pending Items**

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

**10. Adjournment**

There being no further business to discuss, the meeting was adjourned at 12:30 p.m.

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

**MONDAY, FEBRUARY 7, 2022**

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 11:50 a.m., by Commissioner Agajanian.

**1. ROLL CALL**

**Present:** Commissioners Agajanian (via teleconference),  
Williams (via teleconference) and Gabel-Luddy

**Absent:** None

**Also Present:** Staff: Frank Miller, Executive Director;  
Patrick Lammerding, Deputy Executive Director,  
Planning and Development  
  
Authority Counsel: Terence R. Boga of Richards,  
Watson & Gershon and Tom Ryan of McDermott,  
Will & Emery

**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** Commissioner Williams moved approval of the agenda, seconded by Commissioner Gabel-Luddy.

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

**4. Public Comment** There were no public comments.

**5. Approval of Minutes**

**a. January 18, 2022** Commissioner Gabel-Luddy moved approval of the minutes of the January 18, 2022, special meeting, seconded by Commissioner Williams. There being no objection, a voice vote was taken to accommodate the Commissioners 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. Closed Session**

The meeting recessed to closed session at 11:59 a.m. to consider the items listed on the closed session agenda, and to confer with legal counsel.

**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)**

The meeting reconvened to open session at 12:13 p.m. with all three Commissioners present. No reportable action was taken on the presented item.

**8. Adjournment**

There being no further business, the meeting was adjourned at 12:14 p.m.



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

**TUESDAY, FEBRUARY 22, 2022**

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:01 a.m., by Commissioner Devine.

**1. ROLL CALL**

**Present:** Commissioners Devine (via teleconference), Agajanian (via teleconference), Gabel-Luddy, Najarian (via teleconference), Selvidge (via teleconference), Ovrom, Williams (arrived 9:05 a.m.), Hampton (via teleconference, logged in 9:04 a.m.)

**Absent:** NONE

**Also Present:** Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Scott Kimball, Deputy Executive Director, Operations, Business and SMS; Patrick Lammerding, Executive Deputy Director, Planning and Development; David Kwon, Director, Financial Services; Anthony DeFrenza, Director, Engineering; Thomas Henderson, Director, Operations; Tom Janowitz, Senior Manager, Ground Access

Also Present:  
Sue Georgino, Consultant, Georgino Development, Inc.

James Godsey, Partner, Macias Gini & O'Connell LLP; Peter George, Engagement Partner, Macias Gini & O'Connell LLP (both via teleconference)

**2. PLEDGE OF ALLEGIANCE**

Commissioner Ovrom led the Pledge of Allegiance.

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**4. PUBLIC COMMENT**

There were no public comments.

## **5. CONSENT CALENDAR**

### **a. Committee Minutes (For Note and File)**

#### **1) Operations and Development Committee**

- (i) **January 18, 2022**                      Approved minutes of the January 18, 2022, Operations and Development Committee special meeting were included in the agenda packet for information purposes.

#### **2) Finance and Administration Committee**

- (i) **January 18, 2022**                      Approved minutes of the January 18, 2022, Finance and Administration Committee special meeting were included in the agenda packet for information purposes.

#### **3) Legal, Government and Environmental Affairs Committee**

- (i) **January 18, 2022**                      Approved minutes of the January 18, 2022, Legal, Government and Environmental Affairs Committee special meeting were included in the agenda packet for information purposes.

### **b. Commission Minutes (For Approval)**

- 1) February 7, 2022**                      A copy of the draft minutes of the February 7, 2022, meeting were included in the agenda packet for review and approval.

### **c. Treasurer's Report**

- 1) November 2021**                      At its meeting on February 7, 2022, the Finance and Administration Committee reviewed the November 2021 Treasurer's Report and voted unanimously (3–0) to accept the report and recommend to the Commission for note and file.

### **d. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings**

Included in the agenda package was a report on AB 361 which details the findings specified in AB 361 (2021) for special Brown Act requirements for teleconference meetings.

### **MOTION**

Commissioner Gabel-Luddy 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 (8–0).

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

NOES: NONE

ABSENT: NONE

**6. ITEMS FOR COMMISSION APPROVAL**

**a. Presentation of Fiscal Year 2021 Financial Statements and Analysis of Financial Results**

At its meeting on February 7, 2022, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file the Fiscal Year 2021 Financial Statements and Analysis of Financial Results.

Staff introduced James Godsey, Partner at Macias Gini & O’Connell LLP (“MGO”), and Peter George, Engagement Partner, the Authority’s independent auditors, who, via teleconference, provided the Commission with a summary of MGO’s audit and unmodified opinion of the Authority’s financial statements for FY 2021.

**MOTION**

Commissioner Williams moved approval; seconded by Commissioner Gabel-Luddy.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

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

NOES: NONE

ABSENT: NONE

**b. Fleet Maintenance Services Agreement Extension – Keolis Transit Services, LLC.**

At its meeting on February 7, 2022, the Operations and Development Committee voted (2–0) to recommend that the Commission authorize a one-year extension of the Fleet Maintenance Services Agreement with Keolis Transit Services, LLC.

**MOTION**

Commissioner Ovrom moved approval; seconded by Commissioner Selvidge.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

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

NOES: NONE

ABSENT: NONE

**c. Award of Contract to MV Transportation, Inc. for Courtesy Shuttle Services**

At its meeting on February 7, 2022, the Operations and Development Committee voted (2–0) to recommend that the Commission award a Service Agreement to MV Transportation, Inc. for courtesy shuttle services (utilizing a CNG fleet) between Airport Parking Lots A, C, and Employee Lot to and from the Airport Terminal for a fixed-price monthly fee of \$234,797.61, plus the cost of fuel. The proposed agreement is for a ten-month period from March 1, 2022, through December 31, 2022.

The Commission approved award of this Agreement with the condition that it is made clear in future RFPs that the Commission advocates for and strongly supports having an all-electric fleet for future service.

**MOTION**

Commissioner Gabel-Luddy moved approval; seconded by Commissioner Hampton.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

AYES: Commissioners Devine (via teleconference), Gabel-Luddy, Williams (via teleconference), Agajanian (via teleconference), Najarian (via teleconference), Selvidge (via telecon-

ference), Ovrom, Hampton (via teleconference)

NOES: NONE

ABSENT: NONE

**d. Award of Insurance Brokerage Services Agreement**

At its meeting on February 7, 2022, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission award an Insurance Brokerage Service Agreement to Willis Towers Watson Insurance Services West, Inc. (“Willis”) for exclusive brokerage services of all Authority insurance policies. The proposed Agreement with Willis will be for a three-year term, commencing March 1, 2022, and ending February 28, 2025, with two one-year options available to the Authority.

Willis is a major provider of risk management services, insurance and reinsurance brokerage, human resources, and management consulting, as well as specialty insurance underwriting.

**MOTION**

Commissioner Selvidge moved approval; seconded by Commissioner Agajanian.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

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

NOES: NONE

ABSENT: NONE

**e. Amendment No. 4 to Concession and Lease Agreement – HG Burbank JV dba Hudson Group Retail, LLC.**

At its meeting on February 7, 2022, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve to award a Fourth Amendment to the Concession and Lease Agreement with HG Burbank JV dba Hudson Group Retail, LLC. (“Amendment”), the News and Gift Concessionaire at Hollywood Burbank Airport. The proposed Amendment provides an additional 330 square feet of concession space in Terminal A and extends the term of the Agreement from May 31, 2025,

to January 1, 2026, and provides for a month-to-month extension thereafter.

This amendment will have a positive impact on rental revenue of \$590.81 a month plus the annual future year applicable rent adjustments of a fixed annual increase of 3%.

**MOTION**

Commissioner Hampton moved approval; seconded by Commissioner Ovrom.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

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

NOES: NONE

ABSENT: NONE

**f. Fourth Amendment to Ground Development Lease – Harbor Freight Tools USA, Inc.**

At its meeting on February 7, 2022, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a proposed Fourth Amendment of the Ground Development Lease (“Amendment”) with Harbor Freight Tools USA, Inc. (“Harbor Freight”) The proposed Amendment extends the term of the Lease for an additional five years to June 30, 2036.

In February 2021, the Commission granted a Conditional Consent to Assignment of Lease (“Consent”) in favor of Avjet Corporation and Harbor Freight. In September 2021, Harbor Freight fulfilled all of the required conditions set forth in the Consent and assumed all the obligations and requirements in the Lease. All prior amendments to the Lease were granted to Avjet Corporation while it was the active tenant in the hangar.

**MOTION**

Commissioner Gabel-Luddy moved approval; seconded by Commissioner Hampton.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

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

NOES: NONE

ABSENT: NONE

**g. Staff Increase – Operations Support Specialist**

At its meeting on February 7, 2022, the Finance and Administration Committee voted unanimously (3–0) to approve a staff increase by one person to support the Authority’s Operations Department.

Currently, the Operations Department has two authorized Operations Support Specialists that perform various duties which provides support to the Operations Supervisors. Over the past two years the Airport has experienced growth in the number of general aviation operations resulting in an increase in activity levels on and around the airfield.

**MOTION**

Commissioner Hampton moved approval; seconded by Commissioner Selvidge.

**MOTION APPROVED**

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (8–0).

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

NOES: NONE

ABSENT: NONE

**7. ITEMS FOR COMMISSION INFORMATION**

**a. Presentation – Replacement Passenger Terminal Charrette Process**

Sue Georgino of Georgino Development, Inc., one of the consultants assisting the Airport on the Replacement Passenger Terminal (“RPT”) project, gave a presentation on the Community Design vision (also known as the Charrette Process), involved in the RPT project.

**b. Financial Performance Update  
First Six Months of FY 2022**

Staff updated the Commission with information regarding the financial results for the first six months of FY 2022 at the Airport.

**8. EXECUTIVE DIRECTOR  
COMMENTS**

The Executive Director reported that he will be making a presentation at the Burbank City Council on March 1, 2022, via teleconference. He makes such presentations at the City Council on a quarterly basis.

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

Commissioner Ovrom reported that the Burbank City Council would be accepting applications for the current vacancy on the Airport Commission until February 28, 2022. On March 15, 2022, a final decision will be made at the City Council meeting.

Commissioner Gabel-Luddy requested, and staff provided a briefing on how the Airport oversaw the uptick in traffic during Super Bowl LVI.

Commissioner Ovrom requested, and staff provided an update on Industry Day, which involved community outreach to re-introduce the Replacement Passenger Terminal project to potential interested parties.

**10. ADJOURNMENT**

There being no further business, the meeting was adjourned at 10:55 a.m.

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Paula Devine, President

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Felicia Williams, Secretary

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Date

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Date





March 21, 2022

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

Dear Commissioners:

The attached report, covering the month of December 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]

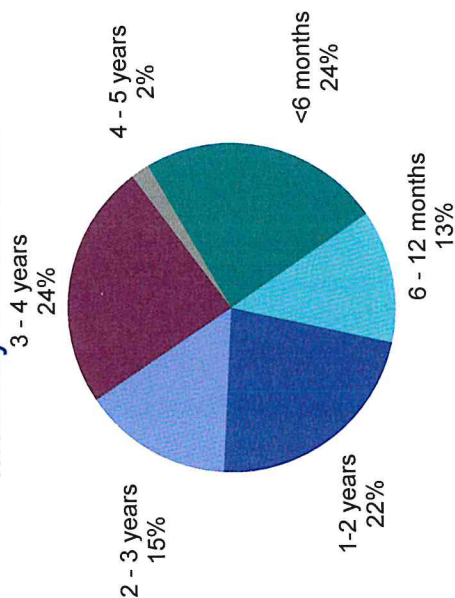
Vrej Agajanian  
Treasurer

Attachments

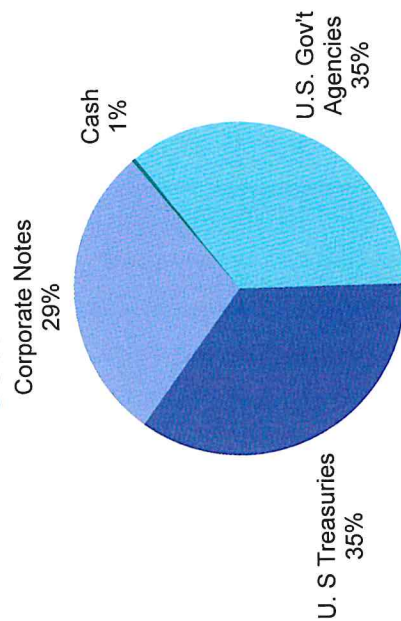
# Operating Portfolio Investment Guidelines Conformance as of December 31, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.70 Years	70%	35%
Corporate Notes	5 Years	4.12 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/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	3.50 Years	No Limit	35%

## Maturity Distribution



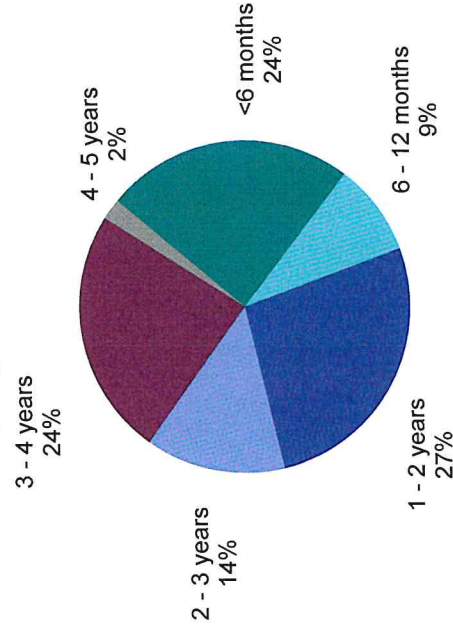
## Sector Allocation



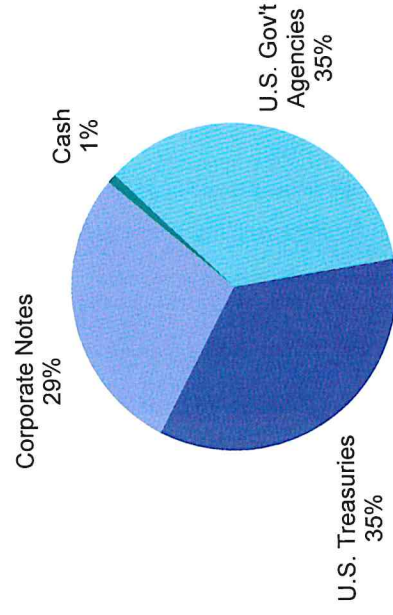
# PFC Portfolio Investment Guidelines Conformance as of December 31, 2021

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	4.70 Years	70%	35%
Corporate Notes	5 Years	4.12 Years	30%	29%
LAIF	N/A	N/A	\$20 mil	N/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	3.50 Years	No Limit	35%

## Maturity Distribution



## Sector Allocation



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 12/31/21**

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
12/31/21	Columbia Treasury Reserves	097101307	0.000	12/31/21	12/31/21	\$ 865,144	\$ 865,144	\$ -		0.00%	0	0.36%
04/15/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	3,800,000	3,812,172	3,800,000	(12,172)	1.98%	5	1.57%
06/23/17	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	8,125,000	8,173,493	8,130,281	(43,212)	0.42%	13	3.35%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	1,300,000	1,329,214	1,301,001	(28,213)	0.91%	15	0.54%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	1,500,000	1,521,795	1,503,360	(18,435)	0.70%	31	0.62%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	2,450,000	2,386,645	2,452,499	65,854	0.29%	31	1.01%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	1,225,000	1,199,000	1,225,564	26,564	1.95%	43	0.51%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	1,300,000	1,309,135	1,303,315	(5,820)	0.46%	46	0.54%
09/25/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	1,300,000	1,341,041	1,302,314	(38,727)	1.70%	62	0.54%
09/28/17	FHLB	313378CR0	2.250	03/11/22	03/11/22	4,000,000	4,059,140	4,016,040	(43,100)	0.19%	70	1.66%
04/17/17	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	1,500,000	1,523,109	1,505,655	(17,454)	1.23%	91	0.62%
05/18/17	Federal National Mortgage Association	3135G0T45	1.875	04/05/22	04/05/22	8,300,000	8,166,654	8,337,516	170,862	0.14%	95	3.44%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	9,475,000	9,301,015	9,528,629	227,614	0.17%	120	3.93%
05/06/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	1,250,000	1,241,250	1,256,800	15,550	0.79%	131	0.52%
10/03/17	Home Depot Inc	437078BG6	2.625	06/01/22	06/01/22	1,200,000	1,214,701	1,209,048	(5,653)	0.81%	152	0.50%
09/25/17	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	1,500,000	1,503,869	1,513,005	9,136	0.38%	157	0.62%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	1,200,000	1,210,416	1,213,800	3,384	0.47%	166	0.50%
08/01/17	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	9,850,000	9,706,887	9,950,766	243,879	0.25%	212	4.10%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	1,275,000	1,290,912	1,288,082	(2,830)	0.47%	223	0.53%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	1,200,000	1,211,382	1,212,864	1,482	1.43%	244	0.50%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	1,500,000	1,460,768	1,516,590	55,822	0.53%	251	0.63%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	1,500,000	1,448,385	1,513,515	65,130	1.11%	258	0.62%
09/25/17	National Rural Utilities Coop	63743HEQ1	2.300	09/15/22	09/15/22	1,000,000	995,980	1,011,180	15,200	0.71%	258	0.42%
10/03/17	Treasury Note	912828W9	1.875	09/30/22	09/30/22	9,125,000	9,098,667	9,230,850	132,183	0.32%	273	3.81%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	4,500,000	4,543,965	4,557,150	13,185	0.33%	278	1.88%
07/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	2,125,000	2,126,737	2,182,694	55,957	0.65%	376	0.90%
09/26/19	Federal National Mortgage Association	3135G0T94	2.375	01/19/23	01/19/23	4,800,000	4,919,052	4,897,680	(21,372)	0.43%	384	2.02%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	2,125,000	2,155,068	2,182,269	27,201	0.66%	390	0.90%
10/31/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	4,200,000	4,309,594	4,286,772	(22,822)	0.47%	396	1.77%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	1,500,000	1,508,738	1,527,000	18,262	1.13%	411	0.63%
10/02/19	Pepsico Inc	713448CG1	2.750	03/01/23	03/01/23	1,300,000	1,344,486	1,332,942	(11,544)	0.57%	425	0.55%
12/03/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	6,850,000	7,104,980	7,049,883	(55,097)	0.55%	485	2.91%
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	1,500,000	1,572,790	1,531,155	(41,635)	1.10%	500	0.63%
06/06/19	Public Service Electric And Gas	74456QBC9	2.375	05/15/23	05/15/23	1,125,000	1,125,878	1,144,958	19,080	1.07%	500	0.47%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	1,250,000	1,234,086	1,276,763	42,677	1.22%	517	0.53%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 12/31/21**

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
05/05/20	Federal Home Loan Mortgage Corp	3137EAEN5	2.750	06/19/23	06/19/23	6,250,000	6,718,056	6,445,750	(272,306)	0.60%	535	2.66%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	5,050,000	5,296,103	5,236,800	(59,303)	0.68%	620	2.16%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	6,775,000	7,065,870	7,033,805	(32,065)	0.67%	638	2.90%
03/16/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	3,200,000	3,479,090	3,331,136	(147,954)	0.72%	699	1.37%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	2,000,000	2,074,053	2,107,960	33,907	1.09%	753	0.87%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	1,400,000	1,521,590	1,475,754	(45,836)	1.03%	773	0.61%
12/10/21	Treasury Note	91282CBM2	0.130	02/15/24	02/15/24	1,725,000	1,702,562	1,702,765	203	0.74%	776	0.70%
04/10/21	MetLife Inc	59156RBH0	3.600	04/10/24	04/10/24	1,700,000	1,845,694	1,798,243	(47,451)	1.02%	831	0.74%
06/22/20	Comcast Corporation	2003NCR0	3.700	04/15/24	04/15/24	1,600,000	1,768,099	1,699,840	(68,259)	0.94%	836	0.70%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	1,600,000	1,732,439	1,684,512	(47,927)	1.16%	866	0.69%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	1,475,000	1,593,144	1,542,157	(50,987)	1.10%	938	0.64%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	1,600,000	1,646,699	1,651,472	4,773	1.05%	958	0.68%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	13,000,000	13,567,227	13,333,190	(234,037)	0.90%	974	5.50%
05/20/21	United Parcel Service INC	911312BT2	2.200	09/01/24	09/01/24	1,471,000	1,542,175	1,514,600	(27,575)	1.07%	975	0.62%
02/12/21	PNC Bank NA	69353REF1	3.300	10/30/24	10/30/24	1,475,000	1,614,555	1,558,854	(55,701)	1.25%	1034	0.64%
06/25/20	Wisconsin Electric Power Company	976656CLO	2.050	12/15/24	12/15/24	1,350,000	1,421,717	1,383,507	(38,210)	1.19%	1080	0.57%
08/05/20	FHLB	3130A4CH3	2.050	12/15/24	12/15/24	250,000	273,060	260,530	(12,530)	1.03%	1080	0.11%
12/10/21	Federal National Mortgage Association	3135G0X24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	1,527,045	(555)	1.02%	1103	0.63%
03/29/21	US Bank NA/Cincinnati OH	90331HPL1	2.050	01/21/25	01/21/25	1,750,000	1,817,668	1,791,878	(25,790)	1.25%	1117	0.74%
10/01/20	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	500,000	524,867	507,615	(17,252)	1.02%	1139	0.21%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,650,000	1,767,200	1,720,158	(47,042)	1.34%	1161	0.71%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,675,000	1,849,083	1,771,396	(77,687)	1.31%	1170	0.73%
05/12/20	Intel Corp	458140BP4	3.400	03/25/25	03/25/25	1,000,000	1,106,180	1,064,690	(41,490)	1.39%	1180	0.44%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	2,262,625	(24,617)	1.01%	1186	0.93%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	1,047,400	(39,530)	1.44%	1187	0.43%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	264,805	(10,090)	1.38%	1187	0.11%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	6,873,370	(159,064)	1.06%	1200	2.83%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	8,350,000	8,251,387	8,234,269	(17,118)	1.05%	1208	3.40%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,200,000	1,319,565	1,284,288	(35,277)	1.36%	1231	0.53%
12/15/21	Pfizer Inc	717081EZ7	0.800	05/28/25	05/28/25	1,550,000	1,526,843	1,528,781	1,938	1.21%	1244	0.63%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	9,000,000	8,958,042	8,747,550	(210,492)	1.07%	1277	3.61%
11/19/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	400,000	452,247	431,320	(20,927)	1.45%	1306	0.18%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	1,600,000	1,813,114	1,726,592	(86,522)	1.31%	1326	0.71%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,349	3,403,995	(89,354)	1.14%	1333	1.40%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,979	11,701,680	(147,299)	1.16%	1407	4.83%

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Investments**  
**As of 12/31/21**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,325,000	1,463,970	1,436,486	(27,484)	1.40%	1476	0.59%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,725,000	1,750,365	1,727,967	(22,398)	1.46%	1530	0.71%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,350,000	1,410,319	1,404,567	(5,752)	1.63%	1582	0.58%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,760	1,027,110	(24,650)	1.28%	1715	0.42%
	<b>Subtotal</b>					<b>\$220,561,144</b>	<b>\$224,792,320</b>	<b>\$223,403,546</b>	<b>\$(1,388,774)</b>	<b>0.007868</b>	<b>649,3645</b>	<b>92.14%</b>
	Local Agency Investment Fund (LAIF)					19,092,153	19,092,153	19,064,262	(27,891)	0.21%	340	7.86%
	<b>Subtotal</b>					<b>\$239,653,297</b>	<b>\$243,884,473</b>	<b>\$242,467,808</b>	<b>\$(1,416,665)</b>	<b>0.74%</b>	<b>625</b>	<b>100.00%</b>
	Operating Bank Balance						10,733,366					
	<b>TOTAL</b>						<b>\$254,617,839</b>					



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 12/31/21**

**PURCHASES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
12/01/21	FNMA	3135G03U5	0.630	04/22/25	8,350,000.00	98.81900	\$ 8,251,386.50	\$ (5,798.61)
12/10/21	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	25,000.00	105.91300	26,478.25	(194.69)
12/10/21	Bank of America Corp	06051GEU9	3.300	01/11/23	75,000.00	102.88600	77,164.50	(1,051.88)
12/10/21	Federal National Mortgage Association	3135G0X24	1.630	01/07/25	1,500,000.00	101.84000	1,527,600.00	(10,562.50)
12/10/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	50,000.00	107.03600	53,518.00	(140.97)
12/10/21	Honeywell International Inc	438516BW5	2.300	08/15/24	100,000.00	103.15300	103,153.00	(760.28)
12/10/21	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	75,000.00	102.90400	77,178.00	(926.67)
12/10/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	100,000.00	108.00600	108,006.00	(1,469.30)
12/10/21	Mellife Inc	59156RBH0	3.600	04/10/24	100,000.00	105.81000	105,810.00	(640.00)
12/10/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	100,000.00	104.30700	104,307.00	(310.56)
12/10/21	State Street Corporation	857477AT0	3.550	08/18/25	100,000.00	108.03200	108,032.00	(1,143.89)
12/10/21	Treasury Note	91282CBM2	0.130	02/15/24	1,725,000.00	98.69922	1,702,561.52	(703.13)
12/10/21	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	135,000.00	101.97600	137,667.60	(1,227.19)
12/10/21	US Bank NA/Cincinnati OH	90331HPL1	2.050	01/21/25	250,000.00	102.35500	255,887.50	(2,035.76)
12/15/21	Pfizer Inc	717081EZ7	0.800	05/28/25	1,550,000.00	98.50600	1,526,843.00	(654.44)
<b>TOTAL PURCHASES</b>					<b>\$ 14,235,000.00</b>	<b>\$ 14,165,592.87</b>	<b>\$ (27,619.87)</b>	

**MATURITIES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	\$ 1,500,000.00	99.92300	\$ 1,498,845.00	\$ 1,155.00
<b>TOTAL MATURITIES</b>					<b>\$ 1,500,000.00</b>	<b>\$ 1,498,845.00</b>	<b>\$ 1,155.00</b>	

**SALES / REDEMPTIONS**

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

Burbank-Glendale-Pasadena Airport Authority - Operating Account  
Statement of Purchases - Maturities - Sales  
As of 12/31/21

PURCHASES									
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest	
-									
TOTAL SALES						\$ -	\$ -	\$ -	\$ -



**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**12/01/21-12/31/21**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
<b>FIXED INCOME</b>									
Pfizer Inc	2.200	12/15/21	15,216.67	16,500.00	-	-	1,283.33	-	1,283.33
FNMA Benchmark Note	2.000	01/05/22	30,822.22	-	-	37,155.56	6,333.34	(371.28)	5,962.06
FHLMC	2.375	01/13/22	73,971.35	-	-	90,052.08	16,080.73	(100.00)	15,980.73
Target Corporation	2.900	01/15/22	14,242.22	-	-	17,383.89	3,141.67	(1,010.98)	2,130.69
Berkshire Hathaway Finance Corp	3.400	01/31/22	17,141.67	-	-	21,391.67	4,250.00	(523.87)	3,726.13
Treasury Note	1.500	01/31/22	12,283.29	-	-	15,379.08	3,095.79	1,416.22	4,512.01
Microsoft Corporation	2.375	02/12/22	8,808.94	-	-	11,233.42	2,424.48	692.84	3,117.32
Walt Disney Co	2.550	02/15/22	9,760.83	-	-	12,523.33	2,762.50	(185.73)	2,576.77
American Express Credit Corp	2.700	03/03/22	8,580.00	-	-	11,505.00	2,925.00	(2,219.12)	705.88
FHLB	2.250	03/11/22	20,000.00	-	-	27,500.00	7,500.00	(1,107.38)	6,392.62
BB&T Corp	2.750	04/01/22	6,875.00	-	-	10,312.50	3,437.50	(743.74)	2,693.76
Federal National Mortgage Association	1.875	04/05/22	24,208.33	-	-	37,177.08	12,968.75	3,555.44	16,624.19
Treasury Note	1.875	04/30/22	15,213.66	-	-	30,427.31	15,213.65	5,107.46	20,321.11
Apple Inc	2.300	05/11/22	1,597.22	-	-	3,993.06	2,395.84	250.16	2,646.00
Home Depot Inc	2.625	06/01/22	-	-	-	2,625.00	2,625.00	(299.21)	2,325.79
Caterpillar Financial Services	2.400	06/06/22	17,500.00	18,000.00	-	2,500.00	3,000.00	(263.48)	2,736.52
Cisco Systems Inc	3.000	06/15/22	16,600.00	18,000.00	-	1,600.00	3,000.00	(261.49)	2,738.51
Treasury Note	2.000	07/31/22	65,845.11	-	-	82,440.22	16,595.11	3,767.73	20,362.84
Procter & Gamble Company	2.150	08/11/22	8,376.04	-	-	10,660.42	2,284.38	(479.28)	1,805.10
Burlington Northern Santa Fe LLC	3.050	09/01/22	9,150.00	-	-	12,200.00	3,050.00	(274.41)	2,775.59
John Deere Capital Corp	2.150	09/08/22	7,435.42	-	-	10,122.92	2,687.50	811.87	3,499.37
Merck & Co Inc	2.400	09/15/22	7,600.00	-	-	10,600.00	3,000.00	716.93	3,716.93
National Rural Utilities Coop	2.300	09/15/22	4,855.56	-	-	6,772.22	1,916.66	68.69	1,985.35
Treasury Note	1.875	09/30/22	29,142.34	-	-	43,713.51	14,571.17	497.49	15,068.66
FNMA	2.000	10/05/22	14,000.00	-	-	21,500.00	7,500.00	(1,196.87)	6,303.13
Bank of America Corp	3.300	01/11/23	26,308.33	-	1,051.88	33,114.58	5,754.37	(622.59)	5,131.78
Federal National Mortgage Association	2.375	01/19/23	41,800.00	-	-	51,300.00	9,500.00	(3,063.13)	6,436.87
JP Morgan Chase & CO	3.200	01/25/23	22,960.00	-	926.67	29,466.67	5,580.00	(1,037.76)	4,542.24
Treasury Note	2.375	01/31/23	33,340.35	-	-	41,743.21	8,402.86	(2,862.18)	5,540.68
Unitedhealth Group Inc	2.750	02/15/23	11,052.71	-	1,227.19	15,583.33	3,303.43	(276.85)	3,026.58
Pepsico Inc	2.750	03/01/23	8,937.50	-	-	11,916.67	2,979.17	(1,087.68)	1,891.49
Treasury Note	2.750	04/30/23	16,131.56	-	-	32,263.12	16,131.56	(6,471.79)	9,659.77
Loews Corporation	2.625	05/15/23	1,750.00	-	-	5,031.25	3,281.25	(2,358.38)	922.87
Public Service Electric And Gas	2.375	05/15/23	1,187.50	-	-	3,414.06	2,226.56	(17.34)	2,209.22

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**12/01/21-12/31/21**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Simon Property Group LP	NOTE	06/01/23	-	-	-	2,864.58	2,864.58	286.83	3,151.41
Federal Home Loan Mortgage Corp	NOTE	06/19/23	77,343.75	85,937.50	-	5,729.17	14,322.92	(12,503.73)	1,819.19
FNMA	NOTE	09/12/23	31,860.59	-	-	43,959.55	12,098.96	(5,735.95)	6,363.01
Treasury Note	NOTE	09/30/23	33,177.03	-	-	49,765.54	16,588.51	(6,212.31)	10,376.20
Treasury Note	NOTE	11/30/23	252.75	-	-	8,087.91	7,835.16	(6,506.85)	1,328.31
Citibank NA	NOTE	01/23/24	25,955.56	-	-	32,038.89	6,083.33	(1,686.95)	4,396.38
IBM Corp	NOTE	02/12/24	15,365.97	-	-	19,595.14	4,229.17	(3,534.59)	694.58
Treasury Note	NOTE	02/15/24	-	-	703.13	814.45	111.32	536.94	648.26
Metlife Inc	NOTE	04/10/24	8,160.00	-	640.00	13,770.00	4,970.00	(4,130.27)	839.73
Comcast Corporation	NOTE	04/15/24	7,564.44	-	-	12,497.78	4,933.34	(3,795.76)	1,137.58
Bank of New York Mellon Corp	NOTE	05/15/24	2,417.78	-	-	6,951.11	4,533.33	(3,567.65)	965.68
Bristol-Myers Squibb Co	NOTE	07/26/24	14,852.43	-	-	18,417.01	3,564.58	(2,641.95)	922.63
Honeywell International Inc	NOTE	08/15/24	10,158.33	-	760.28	13,902.22	2,983.61	(878.16)	2,105.45
Treasury Note	NOTE	08/31/24	61,947.51	-	-	82,821.13	20,873.62	(15,197.95)	5,675.67
United Parcel Service INC	NOTE	09/01/24	8,090.50	-	-	10,787.33	2,696.83	(1,963.41)	733.42
PNC Bank NA	NOTE	10/30/24	4,191.46	-	-	8,247.71	4,056.25	(3,222.28)	833.97
Wisconsin Electric Power Company	NOTE	12/15/24	12,761.25	-	-	1,230.00	2,306.25	(1,438.00)	868.25
FHLB	NOTE	12/15/24	1,269.97	-	-	1,764.76	494.79	(417.25)	77.54
Federal National Mortgage Association	NOTE	01/07/25	-	-	10,562.50	11,781.25	1,218.75	(450.00)	768.75
US Bank NA/Cincinnati OH	NOTE	01/21/25	11,104.17	-	2,035.76	15,944.44	2,804.51	(1,451.61)	1,352.90
FHLMC Reference Note	NOTE	02/12/25	2,270.83	-	-	2,895.83	625.00	(477.20)	147.80
Exxon Mobil Corp	NOTE	03/06/25	10,553.81	-	-	14,278.69	3,724.88	(2,412.98)	1,311.90
Ace InA Holdings Inc	NOTE	03/15/25	10,972.50	-	194.69	15,535.63	4,368.44	(3,316.66)	1,051.78
Intel Corp	NOTE	03/25/25	6,233.33	-	-	9,066.67	2,833.34	(1,810.58)	1,022.76
Treasury Note	NOTE	03/31/25	1,958.79	-	-	2,938.19	979.40	309.70	1,289.10
Florida Power & Light Company	NOTE	04/01/25	4,750.00	-	-	7,125.00	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	04/01/25	1,354.17	-	-	2,031.25	677.08	(502.51)	174.57
Federal Home Loan Banks	NOTE	04/14/25	4,569.44	-	-	7,486.11	2,916.67	(603.36)	2,313.31
FNMA	NOTE	04/22/25	-	-	5,798.61	10,002.60	4,203.99	2,344.09	6,548.08
General Dynamics Corporation	NOTE	05/15/25	1,788.89	-	140.97	5,366.67	3,436.81	(2,459.72)	977.09
Pfizer Inc	NOTE	05/28/25	-	-	654.44	1,136.67	482.23	261.24	743.47
Treasury Note	NOTE	06/30/25	9,415.76	11,250.00	-	62.15	1,896.39	775.64	2,672.03
Intel Corp	NOTE	07/29/25	5,015.56	-	-	6,248.89	1,233.33	(922.14)	311.19
State Street Corporation	NOTE	08/18/25	15,235.42	-	1,143.89	20,984.44	4,605.13	(3,646.15)	958.98
FNMA Benchmark Note	NOTE	08/25/25	3,500.00	-	-	4,593.75	1,093.75	112.90	1,206.65

**Burbank-Glendale-Pasadena Airport Authority - Operating Account**  
**Earnings Report**  
**12/01/21-12/31/21**

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FNMA Benchmark Note	NOTE 0.500	11/07/25	4,000.00	-	-	9,000.00	5,000.00	3,189.17	8,189.17
Lockheed Martin Corporation	NOTE 3.550	01/15/26	16,428.61	-	1,469.30	21,689.51	3,791.60	(2,498.49)	1,293.11
Prudential Financial Inc	NOTE 1.500	03/10/26	5,821.88	-	-	7,978.13	2,156.25	(467.68)	1,688.57
Sierra Pacific Power	NOTE 2.600	05/01/26	2,708.33	-	310.56	5,850.00	2,831.11	(1,103.27)	1,727.84
FHLB	NOTE 1.880	09/11/26	4,166.67	-	-	5,729.17	1,562.50	(864.12)	698.38
<b>Subtotal</b>			<b>\$ 1,039,911.30</b>	<b>\$ 163,525.00</b>	<b>\$ 27,619.87</b>	<b>\$ 1,275,570.48</b>	<b>\$ 371,564.31</b>	<b>\$ (99,924.09)</b>	<b>\$ 271,640.22</b>
<b>CASH EQUIVALENTS</b>									
Blackrock Liquidity Funds			-	12.90	-	-	12.90	-	12.90
<b>Subtotal</b>			<b>\$ -</b>	<b>\$ 12.90</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12.90</b>	<b>\$ -</b>	<b>\$ 12.90</b>
<b>LAIF</b>									
Local Agency Investment Fund			6,217.74	-	-	10,766.22	4,548.48	-	4,548.48
<b>TOTAL</b>			<b>\$ 1,046,129.04</b>	<b>\$ 163,537.90</b>	<b>\$ 27,619.87</b>	<b>\$ 1,286,336.70</b>	<b>\$ 376,125.69</b>	<b>\$ (99,924.09)</b>	<b>\$ 276,201.60</b>

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 12/31/21**

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
12/31/21	Blackrock Liquidity Funds	09248UJ718	0.000	12/31/21	12/31/21	\$ 497,070	\$ 497,070	\$ 497,070	\$ -	0.00%	0	0.93%
03/27/19	FNMA Benchmark Note	3135G0S38	2.000	01/05/22	01/05/22	1,150,000	1,152,401	1,150,000	(2,401)	1.98%	5	2.16%
09/25/18	FHLMC	3137EADB2	2.375	01/13/22	01/13/22	1,775,000	1,757,610	1,776,154	18,544	0.42%	13	3.33%
06/26/19	Target Corporation	87612EAZ9	2.900	01/15/22	01/15/22	300,000	306,848	300,231	(6,617)	0.91%	15	0.56%
08/15/18	Berkshire Hathaway Finance Corp	084670BF4	3.400	01/31/22	01/31/22	360,000	366,983	360,806	(6,177)	0.70%	31	0.68%
02/03/17	Treasury Note	912828H86	1.500	01/31/22	01/31/22	1,450,000	1,400,944	1,451,479	50,535	0.29%	31	2.72%
11/05/18	Microsoft Corporation	594918BA1	2.375	02/12/22	02/12/22	300,000	295,021	300,138	5,117	1.95%	43	0.56%
02/21/17	Walt Disney Co	25468PCT1	2.550	02/15/22	02/15/22	300,000	300,881	300,765	(116)	0.46%	46	0.56%
11/19/20	American Express Credit Corp	0258M0EG0	2.700	03/03/22	03/03/22	375,000	383,154	375,668	(7,486)	1.70%	62	0.70%
07/09/19	FHLB	313378CR0	2.250	03/11/22	03/11/22	1,175,000	1,190,245	1,179,712	(10,533)	0.19%	70	2.21%
05/31/19	US Bancorp	91159HHC7	3.000	03/15/22	03/15/22	290,000	294,840	290,896	(3,944)	1.48%	74	0.55%
01/11/19	BB&T Corp	05531FAX1	2.750	04/01/22	04/01/22	300,000	298,290	301,131	2,841	1.23%	91	0.56%
03/01/18	Federal National Mortgage Assoc	3135G0T45	1.875	04/05/22	04/05/22	1,050,000	1,033,101	1,054,746	21,645	0.14%	95	1.98%
01/31/19	Treasury Note	912828X47	1.875	04/30/22	04/30/22	1,550,000	1,530,471	1,558,773	28,302	0.17%	120	2.92%
05/31/19	Apple Inc	037833CQ1	2.300	05/11/22	05/11/22	300,000	300,762	301,632	870	0.79%	131	0.57%
10/03/17	Home Depot Inc	437076BG6	2.625	06/01/22	06/01/22	350,000	353,958	352,639	(1,319)	0.81%	152	0.66%
11/08/18	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	06/06/22	400,000	393,353	403,468	10,115	0.38%	157	0.76%
02/15/19	Cisco Systems Inc	17275RAV4	3.000	06/15/22	06/15/22	300,000	303,772	303,450	(322)	0.47%	166	0.57%
12/31/18	Treasury Note	912828XQ8	2.000	07/31/22	07/31/22	1,425,000	1,405,583	1,439,578	33,995	0.25%	212	2.70%
11/01/19	Procter & Gamble Company	742718EU9	2.150	08/11/22	08/11/22	300,000	303,998	303,078	(920)	0.47%	223	0.57%
02/15/19	Burlington Northern Santa Fe LLC	12189LAL5	3.050	09/01/22	09/01/22	275,000	277,996	277,948	(48)	1.43%	244	0.52%
01/09/19	John Deere Capital Corp	24422ETV1	2.150	09/08/22	09/08/22	400,000	392,096	404,424	12,328	0.53%	251	0.76%
05/18/18	Merck & Co Inc	589331AT4	2.400	09/15/22	09/15/22	400,000	393,656	403,604	9,948	1.11%	258	0.76%
01/11/19	Treasury Note	9128282W9	1.875	09/30/22	09/30/22	1,225,000	1,201,813	1,239,210	37,397	0.32%	273	2.32%
09/12/19	FNMA	3135G0T78	2.000	10/05/22	10/05/22	1,000,000	1,009,770	1,012,700	2,930	0.33%	278	1.90%
04/25/18	Bank of America Corp	06051GEU9	3.300	01/11/23	01/11/23	510,000	512,807	523,847	11,040	0.65%	376	0.98%
09/26/19	Federal National Mortgage Assoc	3135G0T94	2.375	01/19/23	01/19/23	1,750,000	1,791,413	1,785,613	(5,800)	0.43%	384	3.35%
03/20/19	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	01/25/23	510,000	518,383	523,745	5,362	0.66%	390	0.98%
08/22/19	Treasury Note	9128283U2	2.375	01/31/23	01/31/23	1,675,000	1,718,542	1,709,606	(8,936)	0.47%	396	3.21%
03/18/19	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	02/15/23	390,000	392,376	397,020	4,644	1.13%	411	0.74%
10/02/19	Pepsico Inc.	713448CG1	2.750	03/01/23	03/01/23	375,000	387,177	384,503	(2,674)	0.57%	425	0.72%
11/19/19	Treasury Note	9128284L1	2.750	04/30/23	04/30/23	1,900,000	1,969,049	1,955,442	(13,607)	0.55%	485	3.67%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 12/31/21**

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
11/03/20	Loews Corporation	540424AQ1	2.625	05/15/23	05/15/23	360,000	375,978	367,477	(8,501)	1.10%	500	0.69%
06/06/19	Public Service Electric And Gas	744566QBC9	2.375	05/15/23	05/15/23	300,000	302,050	305,322	3,272	1.07%	500	0.57%
02/04/19	Simon Property Group LP	828807DD6	2.750	06/01/23	06/01/23	300,000	298,333	306,423	8,090	1.22%	517	0.57%
02/19/20	FHLMC	3137EAEN5	2.750	06/19/23	06/19/23	1,875,000	1,984,696	1,933,725	(50,971)	0.60%	535	3.63%
01/21/20	FNMA	3135G0U43	2.875	09/12/23	09/12/23	1,400,000	1,464,189	1,451,786	(12,403)	0.68%	620	2.72%
07/31/19	Treasury Note	9128285D8	2.875	09/30/23	09/30/23	1,875,000	1,959,890	1,946,625	(13,265)	0.67%	638	3.65%
02/19/20	Treasury Note	9128285P1	2.875	11/30/23	11/30/23	800,000	856,141	832,784	(23,357)	0.72%	699	1.56%
03/20/19	Citibank NA	17325FAS7	3.650	01/23/24	01/23/24	300,000	307,317	316,194	8,877	1.09%	753	0.59%
03/26/21	IBM Corp	459200HU8	3.625	02/12/24	02/12/24	310,000	336,924	326,774	(10,150)	1.03%	773	0.61%
04/30/21	Treasury Note	91282CBM2	0.125	02/15/24	02/15/24	1,750,000	1,737,221	1,727,443	(9,778)	0.74%	776	3.24%
04/26/21	Mettlife Inc	59156RBH0	3.600	04/10/24	04/10/24	400,000	433,759	423,116	(10,643)	1.02%	831	0.79%
09/25/20	Comcast Corporation	20030NCR0	3.700	04/15/24	04/15/24	400,000	439,089	424,960	(14,129)	0.94%	836	0.80%
03/16/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	05/15/24	410,000	442,758	431,656	(11,102)	1.16%	866	0.81%
11/03/20	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	07/26/24	385,000	413,885	402,529	(11,356)	1.10%	938	0.75%
10/31/19	Honeywell International Inc	438516BW5	2.300	08/15/24	08/15/24	390,000	399,138	402,546	3,408	1.05%	958	0.76%
06/30/21	Treasury Note	9128282U3	1.875	08/31/24	08/31/24	1,600,000	1,669,813	1,641,008	(28,805)	0.90%	974	3.08%
05/20/21	United Parcel Service	911312BT2	2.200	09/01/24	09/01/24	374,000	391,124	385,085	(6,039)	1.07%	975	0.72%
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	10/30/24	325,000	345,449	343,476	(1,973)	1.25%	1034	0.64%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	350,000	368,382	358,687	(9,695)	1.19%	1080	0.67%
12/10/21	FNMA	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	1,781,553	(647)	1.02%	1103	3.34%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	400,000	426,156	417,008	(9,148)	1.34%	1161	0.78%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	400,000	438,546	423,020	(15,526)	1.31%	1170	0.79%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	1,574,000	(17,125)	1.01%	1186	2.95%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	52,961	(2,018)	1.38%	1187	0.10%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	1,423,770	(30,214)	1.06%	1200	2.67%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	900,000	889,371	887,526	(1,845)	1.05%	1208	1.66%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	315,000	345,259	337,126	(8,133)	1.36%	1231	0.63%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	415,000	408,799	409,319	520	1.21%	1244	0.77%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,433	1,700,913	(9,520)	1.07%	1277	3.19%
09/25/20	Intel Corp	458140AS9	3.700	07/29/25	07/29/25	325,000	368,501	350,448	(18,053)	1.45%	1306	0.66%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	400,000	452,503	431,648	(20,855)	1.31%	1326	0.81%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,116	3,076,567	(63,549)	1.16%	1407	5.77%

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Investments**  
**As of 12/31/21**

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
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	375,000	413,077	406,553	(6,524)	1.40%	1476	0.76%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	425,000	430,465	425,731	(4,734)	1.46%	1530	0.80%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	350,000	365,596	364,147	(1,449)	1.63%	1582	0.68%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,527	308,133	(7,394)	1.28%	1715	0.58%
	<b>Subtotal</b>					<b>\$ 52,621,070</b>	<b>\$ 53,547,136</b>	<b>\$ 53,317,115</b>	<b>\$ (230,021)</b>	<b>0.80%</b>	<b>641</b>	<b>100.00%</b>
	PFC Bank Balance						1,619,396					
	<b>TOTAL</b>						<b>\$ 55,166,532</b>					

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Statement of Purchases - Maturities - Sales**  
**As of 12/31/21**

**PURCHASES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
12/01/21	FNMA	3135G03U5	0.630	04/22/25	\$ 900,000.00	98.81900	\$ 889,371.00	\$ (625.00)
12/10/21	Ace INA Holdings Inc	00440EAS6	3.150	03/15/25	25,000.00	105.91300	26,478.25	(194.69)
12/10/21	American Express Credit Corp	0258M0EG0	2.700	03/03/22	100,000.00	100.31900	100,319.00	(757.50)
12/10/21	Bank of America Corp	06051GEU9	3.300	01/11/23	60,000.00	102.88600	61,731.60	(841.50)
12/10/21	Bank of New York Mellon Corp	06406HCV9	3.400	05/15/24	60,000.00	105.48500	63,291.00	(164.33)
12/10/21	Bristol-Myers Squibb Co	110122CM8	2.900	07/26/24	60,000.00	104.57700	62,746.20	(667.00)
12/10/21	Caterpillar Financial Services	14913QAA7	2.400	06/06/22	100,000.00	101.01600	101,016.00	(53.33)
12/10/21	Comcast Corporation	20030NCR0	3.700	04/15/24	45,000.00	105.97400	47,688.30	(272.88)
12/10/21	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	35,000.00	104.11700	36,440.95	(258.11)
12/10/21	FNMA	3135G0X24	1.630	01/07/25	1,750,000.00	101.84000	1,782,200.00	(12,322.92)
12/10/21	General Dynamics Corporation	36950BG2	3.500	05/15/25	50,000.00	107.03600	53,518.00	(140.97)
12/10/21	Home Depot Inc	437076BG6	2.625	06/01/22	50,000.00	100.87000	50,435.00	(47.40)
12/10/21	Honeywell International Inc	438516BW5	2.300	08/15/24	65,000.00	103.15300	67,049.45	(494.18)
12/10/21	John Deere Capital Corp	24422ETV1	2.150	09/08/22	100,000.00	101.36100	101,361.00	(573.33)
12/10/21	JP Morgan Chase & CO	46625HJH4	3.200	01/25/23	60,000.00	102.90400	61,742.40	(741.33)
12/10/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	75,000.00	108.00600	81,004.50	(1,101.98)
12/10/21	Loews Corporation	540424AQ1	2.625	05/15/23	60,000.00	102.22300	61,333.80	(126.88)
12/10/21	Merck & Co Inc	589331AT4	2.400	09/15/22	50,000.00	101.07800	50,539.00	(296.67)
12/10/21	MetLife Inc	59156RBH0	3.600	04/10/24	50,000.00	105.81000	52,905.00	(320.00)
12/10/21	Pepsico Inc.	713448CG1	2.750	03/01/23	75,000.00	102.66400	76,998.00	(590.10)
12/10/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	50,000.00	100.15400	50,077.00	(195.83)
12/10/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	50,000.00	104.30700	52,153.50	(155.28)
12/10/21	State Street Corporation	857477AT0	3.550	08/18/25	35,000.00	108.03200	37,811.20	(400.36)
12/10/21	Treasury Note	91282CBM2	0.125	02/15/24	550,000.00	98.69920	542,845.60	(224.18)
12/10/21	Treasury Note	912828ZW3	0.250	06/30/25	1,250,000.00	97.04300	1,213,037.50	(1,409.65)
12/10/21	United Parcel Service	911312BT2	2.200	09/01/24	50,000.00	102.98600	51,493.00	(314.72)
12/10/21	Unitedhealth Group Inc	91324PBZ4	2.750	02/15/23	65,000.00	101.97600	66,284.40	(590.87)
12/10/21	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	50,000.00	102.34600	51,173.00	(509.65)
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	415,000.00	98.50600	408,799.90	(175.22)
<b>TOTAL PURCHASES</b>					<b>\$ 6,285,000.00</b>	<b>\$ 6,301,843.55</b>	<b>\$ (24,565.86)</b>	

**MATURITIES**

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
01/23/17	Pfizer Inc	717081DZ3	2.200	12/15/21	\$ 360,000.00	99.80696	\$ 359,305.05	\$ 694.95

Burbank-Glendale-Pasadena Airport Authority - PFC Account											
Statement of Purchases - Maturities - Sales											
As of 12/31/21											
PURCHASES											
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest			
						-	-	-			
						-	-	-			
						-	-	-			
						-	-	-			
TOTAL MATURITIES						\$ 360,000.00	\$ 359,305.05	\$ 694.95			
SALES / REDEMPTIONS / DELIVERS											
Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)	
								\$	-	-	\$
								-	-	-	-
								-	-	-	-
						\$	-	-	\$	-	\$



**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**12/01/21-12/31/21**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest		Current Accrual	Interest Earned	Amrt/Accrpt For Period	Adjusted Total Int. Earned
						Paid At	Purc/Recv				
FIXED INCOME											
Pfizer Inc	NOTE	2.200	12/15/21	3,652.00	3,960.00	-	-	-	308.00	-	308.00
FNMA Benchmark Note	NOTE	2.000	01/05/22	9,327.78	-	-	-	11,244.44	1,916.66	(75.18)	1,841.48
FHLMC	NOTE	2.375	01/13/22	16,159.90	-	-	-	19,672.92	3,513.02	537.11	4,050.13
Target Corporation	NOTE	2.900	01/15/22	3,286.67	-	-	-	4,011.67	725.00	(233.89)	491.11
Berkshire Hathaway Finance Corp	NOTE	3.400	01/31/22	4,114.00	-	-	-	5,134.00	1,020.00	(211.65)	808.35
Treasury Note	NOTE	1.500	01/31/22	7,269.70	-	-	-	9,101.90	1,832.20	1,245.24	3,077.44
Microsoft Corporation	NOTE	2.375	02/12/22	2,157.29	-	-	-	2,751.04	593.75	128.04	721.79
Walt Disney Co	NOTE	2.550	02/15/22	2,252.50	-	-	-	2,890.00	637.50	(20.16)	617.34
American Express Credit Corp	NOTE	2.700	03/03/22	1,815.00	-	757.50	-	3,318.75	746.25	(545.85)	200.40
FHLB	NOTE	2.250	03/11/22	5,875.00	-	-	-	8,078.13	2,203.13	(506.57)	1,696.56
US Bancorp	NOTE	3.000	03/15/22	1,836.67	-	-	-	2,561.67	725.00	(141.10)	583.90
BB&T Corp	NOTE	2.750	04/01/22	1,375.00	-	-	-	2,062.50	687.50	48.15	735.65
Federal National Mortgage Assoc	NOTE	1.875	04/05/22	3,062.50	-	-	-	4,703.13	1,640.63	400.31	2,040.94
Treasury Note	NOTE	1.875	04/30/22	2,488.78	-	-	-	4,977.56	2,488.78	568.45	3,057.23
Apple Inc	NOTE	2.300	05/11/22	383.33	-	-	-	958.33	575.00	(22.77)	552.23
Home Depot Inc	NOTE	2.625	06/01/22	-	-	47.40	-	765.63	718.23	(119.32)	598.91
Caterpillar Financial Services	NOTE	2.400	06/06/22	3,500.00	3,600.00	53.33	-	666.67	713.34	95.30	808.64
Cisco Systems Inc	NOTE	3.000	06/15/22	4,150.00	4,500.00	-	-	400.00	750.00	(107.48)	642.52
Treasury Note	NOTE	2.000	07/31/22	9,525.82	-	-	-	11,926.63	2,400.81	503.59	2,904.40
Procter & Gamble Company	NOTE	2.150	08/11/22	1,970.83	-	-	-	2,508.33	537.50	(125.06)	412.44
Burlington Northern Santa Fe LLC	NOTE	3.050	09/01/22	2,096.88	-	-	-	2,795.83	698.95	(71.07)	627.88
John Deere Capital Corp	NOTE	2.150	09/08/22	1,487.08	-	573.33	-	2,699.44	639.03	138.60	777.63
Merck & Co Inc	NOTE	2.400	09/15/22	1,773.33	-	296.67	-	2,826.67	756.67	50.98	807.65
Treasury Note	NOTE	1.875	09/30/22	3,912.26	-	-	-	5,868.39	1,956.13	568.37	2,524.50
FNMA	NOTE	2.000	10/05/22	3,111.11	-	-	-	4,777.78	1,666.67	(265.97)	1,400.70
Bank of America Corp	NOTE	3.300	01/11/23	5,775.00	-	841.50	-	7,947.50	1,331.00	(204.62)	1,126.38
Federal National Mortgage Assoc	NOTE	2.375	01/19/23	15,239.58	-	-	-	18,703.13	3,463.55	(1,066.94)	2,396.61
JP Morgan Chase & CO	NOTE	3.200	01/25/23	5,040.00	-	741.33	-	7,072.00	1,290.67	(265.66)	1,025.01
Treasury Note	NOTE	2.375	01/31/23	13,296.45	-	-	-	16,647.59	3,351.14	(1,131.55)	2,219.59
Unitedhealth Group Inc	NOTE	2.750	02/15/23	2,631.60	-	590.87	-	4,051.67	829.20	(80.16)	749.04
Pepsico Inc.	NOTE	2.750	03/01/23	2,062.50	-	590.10	-	3,437.50	784.90	(326.88)	458.02
Treasury Note	NOTE	2.750	04/30/23	4,474.45	-	-	-	8,948.90	4,474.45	(1,746.43)	2,728.02
Loews Corporation	NOTE	2.625	05/15/23	350.00	-	126.88	-	1,207.50	730.62	(514.00)	216.62

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**12/01/21-12/31/21**

Type of Investment	Type	Coupon	Maturity Date	Previous		Realized		Interest		Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
				Accrual	For Period	Interest For Period	Paid At Purc/Recv						
Public Service Electric And Gas	NOTE	2.375	05/15/23	316.67	-	-	-	-	593.75	910.42	593.75	(60.22)	533.53
Simon Property Group LP	NOTE	2.750	06/01/23	-	-	-	-	-	687.50	687.50	687.50	24.74	712.24
FHLMC	NOTE	2.750	06/19/23	23,203.13	25,781.25	-	-	-	4,296.87	1,718.75	4,296.87	(2,796.51)	1,500.36
FNMA	NOTE	2.875	09/12/23	8,832.64	-	-	-	-	3,354.17	12,186.81	3,354.17	(1,469.98)	1,884.19
Treasury Note	NOTE	2.875	09/30/23	9,181.83	-	-	-	-	4,590.92	13,772.75	4,590.92	(1,818.51)	2,772.41
Treasury Note	NOTE	2.875	11/30/23	63.19	-	-	-	-	1,958.79	2,021.98	1,958.79	(1,277.00)	681.79
Citibank NA	NOTE	3.650	01/23/24	3,893.33	-	-	-	-	912.50	4,805.83	912.50	(123.62)	788.88
IBM Corp	NOTE	3.625	02/12/24	3,402.47	-	-	-	-	936.45	4,338.92	936.45	(782.66)	153.79
Treasury Note	NOTE	0.125	02/15/24	440.22	-	-	-	224.18	161.86	826.26	161.86	342.49	504.35
Metlife Inc	NOTE	3.600	04/10/24	1,785.00	-	-	-	320.00	1,135.00	3,240.00	1,135.00	(936.68)	198.32
Comcast Corporation	NOTE	3.700	04/15/24	1,678.36	-	-	-	272.88	1,173.20	3,124.44	1,173.20	(933.65)	239.55
Bank of New York Mellon Corp	NOTE	3.400	05/15/24	528.89	-	-	-	164.33	1,088.00	1,781.22	1,088.00	(847.71)	240.29
Bristol-Myers Squibb Co	NOTE	2.900	07/26/24	3,272.57	-	-	-	667.00	867.58	4,807.15	867.58	(633.35)	234.23
Honeywell International Inc	NOTE	2.300	08/15/24	2,200.97	-	-	-	494.18	693.52	3,388.67	693.52	(167.26)	526.26
Treasury Note	NOTE	1.875	08/31/24	7,624.31	-	-	-	-	2,569.06	10,193.37	2,569.06	(1,870.52)	698.54
United Parcel Service	NOTE	2.200	09/01/24	1,782.00	-	-	-	314.72	645.95	2,742.67	645.95	(458.32)	187.63
PNC Funding Corp	NOTE	3.300	10/30/24	923.54	-	-	-	-	893.75	1,817.29	893.75	(359.06)	534.69
Wisconsin Electric Power Company	NOTE	2.050	12/15/24	2,835.83	3,587.50	-	-	509.65	560.91	318.89	560.91	(363.31)	197.60
FNMA	NOTE	1.630	01/07/25	-	-	-	-	12,322.92	1,421.87	13,744.79	1,421.87	(525.00)	896.87
Exxon Mobil Corp	NOTE	2.709	03/06/25	2,334.63	-	-	-	258.11	868.76	3,461.50	868.76	(538.51)	330.25
Ace InA Holdings Inc	NOTE	3.150	03/15/25	2,493.75	-	-	-	194.69	1,021.56	3,710.00	1,021.56	(745.85)	275.71
Treasury Note	NOTE	0.050	03/31/25	1,362.64	-	-	-	-	681.32	2,043.96	681.32	215.45	896.77
General Dynamics Corporation	NOTE	3.250	04/01/25	270.83	-	-	-	-	135.42	406.25	135.42	(100.50)	34.92
Federal Home Loan Banks	NOTE	0.500	04/14/25	946.53	-	-	-	-	604.16	1,550.69	604.16	(74.30)	529.86
FNMA	NOTE	0.630	04/22/25	-	-	-	-	625.00	453.13	1,078.13	453.13	252.66	705.79
General Dynamics Corporation	NOTE	3.500	05/15/25	412.22	-	-	-	140.97	855.56	1,408.75	855.56	(604.19)	251.37
Pfizer Inc	NOTE	0.800	05/28/25	-	-	-	-	175.22	129.11	304.33	129.11	69.94	199.05
Treasury Note	NOTE	0.250	06/30/25	523.10	2,187.50	-	-	1,409.65	266.84	12.09	266.84	591.15	857.99
Intel Corp	NOTE	3.700	07/29/25	4,075.14	-	-	-	-	1,002.08	5,077.22	1,002.08	(750.57)	251.51
State Street Corporation	NOTE	3.550	08/18/25	3,707.28	-	-	-	400.36	1,138.47	5,246.11	1,138.47	(894.73)	243.74
FNMA Benchmark Note	NOTE	0.500	11/07/25	1,051.67	-	-	-	-	1,314.58	2,366.25	1,314.58	311.02	1,625.60
Lockheed Martin Corporation	NOTE	3.550	01/15/26	4,023.33	-	-	-	1,101.98	1,013.23	6,138.54	1,013.23	(658.61)	354.62
Prudential Financial Inc	NOTE	1.500	03/10/26	1,265.63	-	-	-	195.83	504.17	1,965.63	504.17	(100.10)	404.07
Sierra Pacific Power	NOTE	2.600	05/01/26	650.00	-	-	-	155.28	711.39	1,516.67	711.39	(276.86)	434.53

**Burbank-Glendale-Pasadena Airport Authority - PFC Account**  
**Earnings Report**  
**12/01/21-12/31/21**

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FHLB	NOTE	1.880	09/11/26	1,250.00	-	-	1,718.75	468.75	(259.24)	209.51
	Subtotal			\$ 241,784.71	\$ 43,616.25	\$ 24,565.86	\$ 309,149.78	\$ 86,415.46	\$ (22,117.54)	\$ 64,297.92
<b>CASH EQUIVALENTS</b>										
Blackrock Liquidity Funds				-	3.65	-	-	3.65	-	3.65
	Subtotal			\$ -	\$ 3.65	\$ -	\$ -	\$ 3.65	\$ -	\$ 3.65
	TOTAL			\$ 241,784.71	\$ 43,619.90	\$ 24,565.86	\$ 309,149.78	\$ 86,419.11	\$ (22,117.54)	\$ 64,301.57

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**MONTH AND SIX MONTHS ENDED DECEMBER 31, 2021 & 2020**

December 2021									
Monthly Performance					Fiscal YTD Performance (July 2021 - December 2021)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Dec 2021	Budget Dec 2021	Actual \$ Prior Year Dec 2020	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
<b>OPERATING ACTIVITY</b>									
<b>CASH RECEIPTS FROM OPERATIONS</b>									
1	\$412,485	\$264,462	(2)	\$148,023	\$2,142,664	\$1,430,000	\$1,644,848	(2)	\$712,664
2	2,119,782	802,629	(3)	1,317,153	12,519,843	4,475,000	3,276,572	(3)	8,044,843
3	1,369,761	548,450	(4)	821,311	7,569,614	3,172,242	3,603,829	(4)	4,397,372
4	1,345,018	1,157,127	(5)	187,891	7,534,732	6,942,758	7,010,678	(5)	591,974
5	258,107	76,566	(6)	181,541	1,236,616	416,000	413,057	(6)	820,616
6	182,943	5,000	(7)	177,943	699,755	30,000	240,866	(7)	669,755
7	137,073	199,334	(8)	(62,261)	2,578,575	1,219,000	2,213,284	(8)	1,359,575
8	\$5,825,169	\$3,053,568	(1)	\$2,771,601	\$34,281,799	\$17,685,000	\$18,403,134	(1)	\$16,596,799
<b>CASH DISBURSEMENTS FROM OPERATIONS</b>									
9	(\$31,824)	(\$91,241)	(10)	\$59,417	(\$446,258)	(\$613,450)	(\$467,427)	(10)	\$167,192
10	(247,163)	(309,175)	(11)	62,012	(1,707,453)	(1,840,050)	(1,576,213)	(11)	132,597
11	(2,002,271)	(2,325,775)	(12)	323,504	(13,523,473)	(13,948,650)	(12,419,736)	(12)	425,177
12	(273,471)	(291,917)	(13)	18,446	(3,414,507)	(3,329,080)	(3,107,408)	(13)	(85,427)
13	(657,606)	(614,841)	(14)	(42,765)	(3,230,429)	(3,389,050)	(3,260,776)	(14)	158,621
14	(51,056)	(72,254)	(15)	21,198	(254,260)	(403,526)	(86,873)	(15)	149,266
15	(380,125)	(380,125)	(16)	0	(2,280,750)	(2,280,750)	(2,282,125)	(16)	(560,146)
16	0	0	(17)	\$441,812	(1,039,611)	(479,465)	(254,925)	(17)	\$387,280
17	(\$3,643,516)	(\$4,085,328)	(9)	\$441,812	(\$25,896,741)	(\$26,284,021)	(\$23,455,483)	(9)	\$387,280
18	<b>\$2,181,653</b>	<b>(\$1,031,760)</b>		<b>\$3,213,413</b>	<b>\$8,385,058</b>	<b>(\$8,599,021)</b>	<b>(\$5,052,349)</b>		<b>\$16,984,079</b>
<b>INCREASE (DECREASE) IN CASH FROM OPERATIONS</b>									
<b>FACILITY IMPROVEMENT TRANSACTIONS</b>									
<b>CASH DISBURSEMENTS</b>									
19	(\$180)	\$0	(17)	(\$180)	(\$877)	\$0	(\$811)	(17)	(\$877)
20	(2,146)	(1,057,500)	(18)	1,055,354	(357,003)	(3,662,250)	(639,288)	(18)	3,305,247
21	(37,399)	(22,916)	(19)	(14,483)	(521,616)	(137,500)	(462,837)	(19)	(384,116)
22	(\$39,725)	(\$1,080,416)		\$1,040,691	(\$879,496)	(\$3,799,750)	(\$1,102,936)		\$2,920,254
23	\$0	\$0	(17)	\$0	\$0	\$0	\$0	(17)	\$0
24	0	0	(20)	0	2,330,550	823,319	428,933	(20)	1,507,231
25	0	0		0	0	0	1,520		0
26	1,170,259	890,000	(21)	280,259	1,242,296	1,921,887	1,348,556	(21)	(679,591)
27	\$1,170,259	\$890,000		\$280,259	\$3,572,846	\$2,745,206	\$1,779,009		\$827,640
<b>INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS</b>									
28	<b>\$1,130,534</b>	<b>(\$190,416)</b>		<b>\$1,320,950</b>	<b>\$2,693,350</b>	<b>(\$1,054,544)</b>	<b>\$676,073</b>		<b>\$3,747,894</b>
<b>FEDERAL RELIEF GRANT FUNDS</b>									
29	\$2,280,750	\$1,236,740	(22)	\$1,044,010	\$5,854,465	\$8,670,436	\$7,803,963	(22)	(\$2,815,971)
30	\$2,280,750	\$1,236,740		\$1,044,010	\$5,854,465	\$8,670,436	\$7,803,963		(\$2,815,971)
<b>NET INCREASE (DECREASE) IN CASH - TOTAL</b>									
31	<b>\$5,592,937</b>	<b>\$14,564</b>		<b>\$5,578,373</b>	<b>\$16,932,873</b>	<b>(\$983,129)</b>	<b>\$3,427,687</b>		<b>\$17,916,002</b>

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND SIX MONTHS ENDED DECEMBER 31, 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 17.57% FYTD December when compared to pre-COVID levels. The FYTD December result was favorably above the blended budgeted assumption of a passenger reduction of 60.00% resulting in positive financial performance.

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 December. On an accrual basis, operating revenues exceed the budget FYTD December by \$15,651,799. See notes 2 through 8 for additional information regarding operating receipts.

(Continued)

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND SIX MONTHS ENDED DECEMBER 31, 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 \$776,971 FYTD December.

**NOTE (3) – Parking Fees**

Parking fee revenues performed above the budget forecast. Accrual basis Parking Fees are \$7,833,448 ahead of budget FYTD December.

**NOTE (4) – Rental Receipts - Terminal Building**

Terminal Building rental receipts exceed the budget FYTD December. Accrual basis Terminal Building rents exceed the budget by \$4,454,281 FYTD December.

**NOTE (5) – Rental Receipts - Other Buildings**

Other Buildings rental receipts exceed the budget FYTD December partially due to the timing of receipts. Accrual basis Other Building rents are \$571,152 ahead of budget FYTD December due to CPI adjustments and additional lease revenues.

**NOTE (6) – Ground Transportation**

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$906,561 FYTD December.

**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 \$623,786 ahead of budget FYTD December.

**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 \$485,600 FYTD December.

**NOTE (9) – Cash Disbursements from Operations**

Overall operating disbursements are favorably under budget FYTD December. 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)

# **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

## **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND SIX MONTHS ENDED DECEMBER 31, 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. In October 2021, in response to the better than expected passenger activity recovery, the authority approved additional expenses associated with the Airport's parking operations and remote parking lot shuttle services that are estimated to be \$2,390,000 in excess of the adopted FY 2022 budget for these services.

**NOTE (13) – Contractual Professional Services**

This line item includes various professional services such as legal, auditing, noise, financial and insurance. In October 2021, in response to the better than expected passenger activity recovery, the authority approved additional expenses associated with airport security and traffic control services that are estimated to be \$325,000 in excess of the adopted FY 2022 budget for these services. Also, due to favorable parking revenue transactions, credit card processing fees have increased. In addition, legal services expenses are trending above budget due to ongoing litigation matters.

**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. January 2022 remittance, in the amount of \$664,567, covers parking activity for the months of October, November and December 2021.

**NOTE (17) – Sound Insulation Program**

The Sound Insulation program is funded primarily through FAA Airport Improvement Program ("AIP") grants 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 Projects costs on a cash basis are under budget FYTD December by \$3,305,247 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 December by \$384,116 primarily due to payments for FY 2021 accrued costs. The majority of the \$521,616 in cash expenditures FYTD December are related to the completion of the EIS (payments to RS&H - \$421,670, which are funded through an 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.

(Continued)

## **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

### **NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND SIX MONTHS ENDED DECEMBER 31, 2021 & 2020**

**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 Taxiway A Rehabilitation and the Runway 8 PAPI Relocation Project.

**NOTE (22) – Federal Relief Grant Funds**

FYTD December reimbursement includes \$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. Also include are \$2.3 million from CRRSA Act Grant funds, covering July to November 2021 costs related to the 2015 Bond Debt Service.

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.



**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS**  
**MONTH AND SIX MONTHS ENDED DECEMBER 31, 2021 & 2020**

December 2021									
Monthly Performance					Fiscal YTD Performance (July 2021 - December 2021)				
A	B	C	D	E	F	G	H	I	J
Actual \$ Dec 2021	Budget Dec 2021	Actual \$ Prior Year Dec 2020	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
31	\$388,782	\$175,000	(1)	\$213,782	\$2,289,946	\$950,000	\$1,076,213	(1)	\$1,339,946
32	0	225,333	(3)	(225,333)	376,227	1,451,998	734,380	(3)	(1,075,771)
33	120,701	85,914	(4)	34,787	519,397	515,480	502,658	(4)	3,917
34	(486,247)	(486,247)	(486,168)	0	(2,917,478)	(2,917,478)	(2,917,027)		0
35	\$23,236	\$0	\$541,630	(5)	\$23,236	\$0	(\$603,776)	(5)	\$268,092

**General Comments**

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

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

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

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

**Note (2) – Federal Relief Grant Funds**

FYTD December reimbursement of \$376,227 covers FY 2021 costs related to the 2012 Bond Debt service for May and June 2021 and was paid with the remainder of the CARES Act grant funds. The Authority has programmed as part of the adopted FY 2022 budget approximately \$2.5 million in Federal Relief Grant funds (CRRSAA and ARPA) to fund the 2012 Bond Debt Service. Future Federal Relief Grant drawdowns will be made on an as needed basis if and when CFC and Facility Rent receipts fall below the 2012 Bond Debt Service requirement.

**Note (3) – Facility Rent**

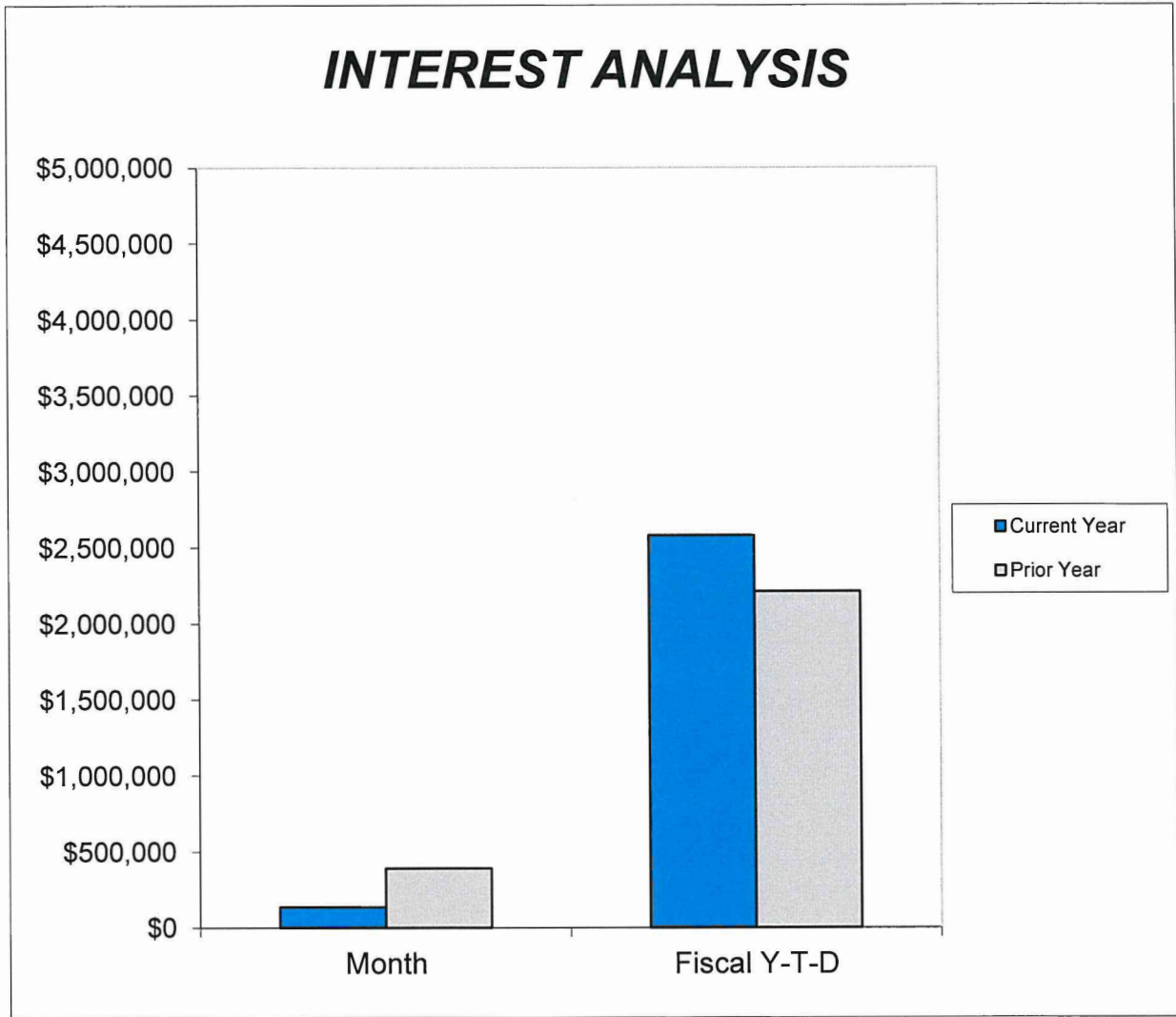
Facility Rent receipts are applied to the 2012 Bond debt service.

**Note (4) – Net RITC / ConRAC Facility Payments and Collections**

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

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

## ***Burbank-Glendale-Pasadena Airport Authority***



	December 2021	December 2020
Interest Receipts - - Month	\$137,073	\$390,653
Interest Receipts - - Fiscal Y-T-D	\$2,578,575	\$2,213,284
Month End Portfolio Balance	\$254,617,839	\$231,908,165
Yield to Maturity	0.74%	0.28%

**Supplement to the December 2021 Treasurer's Report**

**FYTD December 2021 Cash Disbursements**

**Facility Improvement Transactions**

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**FY 2022 Cash Disbursements - Facility Improvement Transactions**

PROJECT DESCRIPTION	Annual Budgeted Cost	FYTD 2022 (Dec 2021) Budgeted Cost	FYTD 2022 (Dec 2021) Cash Basis Cost	FYTD 2022 (Dec 2021) Budget Variance Fav. / (Unfav.)	Project Status FYTD December 2021
<b>BUILDING IMPROVEMENTS</b>					
1) Minor Building Improvements	100,000	50,000	-	50,000	Several small projects underway
<b>TOTAL BUILDING IMPROVEMENTS</b>	<b>\$ 100,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 50,000</b>	
<b>IT/COMMUNICATIONS/SECURITY</b>					
2) IT Network Infrastructure Equipment Replacement	300,000	180,000	-	180,000	Anticipated 2nd half of FY 2022
3) DVSS Installation and Equipment Replacement	175,000	150,000	-	150,000	Anticipated 2nd half of FY 2022
<b>TOTAL IT/COMMUNICATIONS/SECURITY</b>	<b>\$ 475,000</b>	<b>\$ 330,000</b>	<b>\$ -</b>	<b>\$ 330,000</b>	
<b>EQUIPMENT</b>					
4) ARFF Truck Replacement	808,500	808,500	-	808,500	Delivery delayed until 2nd half FY 2022
5) Airfield Maintenance Equipment	265,000	265,000	148,623	116,377	Sweeper delivered September. Ramp scrubber delivery delayed to Q3
<b>TOTAL EQUIPMENT</b>	<b>\$ 1,073,500</b>	<b>\$ 1,073,500</b>	<b>\$ 148,623</b>	<b>\$ 924,877</b>	
<b>RUNWAY / TAXIWAY / ROADWAY PROJECTS</b>					
6) Airfield Lighting Vault Replacement - Construction	4,840,000	840,000	49,529	790,471	Construction 2nd half FY 2022
7) Taxiway A Rehabilitation - Construction	1,320,000	800,000	277	799,723	Construction 2nd half FY 2022
8) Runway 8 PAPI Relocation	300,000	-	-	-	Anticipated 2nd half FY 2022
9) Parking Lot D Access Improvements	250,000	250,000	19,600	230,400	Project concept under development
10) Airside Pavement Rehabilitation - Design	223,350	100,000	-	100,000	Design contract awarded Oct. 2021
11) Hollyona Property Modification - RPZ Land	87,000	87,000	-	87,000	Anticipated 2nd half FY 2022
<b>TOTAL RUNWAY/TAXIWAY/ROADWAY</b>	<b>\$ 7,020,350</b>	<b>\$ 2,077,000</b>	<b>\$ 69,406</b>	<b>\$ 2,007,594</b>	
<b>NOISE MITIGATION</b>					
12) Residential Acoustical Treatment Program	\$ 125,000	\$ -	\$ 877	\$ (877)	Pending award of FAA grant
<b>TOTAL NOISE MITIGATION</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ 877</b>	<b>\$ (877)</b>	
<b>DEVELOPMENT</b>					
13) Replacement Terminal Development	\$ 275,000	\$ 137,500	\$ 521,616	\$ (384,116)	Primarily EIS; accrued in FY 2021
<b>TOTAL DEVELOPMENT</b>	<b>\$ 275,000</b>	<b>\$ 137,500</b>	<b>\$ 521,616</b>	<b>\$ (384,116)</b>	
<b>O &amp; M CAPITAL</b>	<b>\$ 578,500</b>	<b>\$ 131,750</b>	<b>\$ 138,975</b>	<b>\$ (7,225)</b>	
<b>TOTAL</b>	<b>\$ 9,647,350</b>	<b>\$ 3,799,750</b>	<b>\$ 879,497</b>	<b>\$ 2,920,253</b>	

**Supplement to the December 2021 Treasurer's Report**

**FYTD December 2021 Cash Expenditures**

**Replacement Passenger Terminal Project (RPT)**



**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**  
**Replacement Passenger Terminal Project (RPT)**  
**FY 2022 Cash Expenditures: Authorized Contracts**

Consultant/Vendor	Scope of Work	Authorized NTE Contract Amount (1)	Q2 FY 2022 Cash Expenditures	FYTD 2022 (December 2021) Cash Expenditures	Remaining Contract Amount
AECOM (1a)	Program Management Services	\$ 3,965,216	\$ -	\$ -	\$ 3,965,216
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	50,000	-	-	50,000
Conway Consulting (1b)	Technical Support	50,000	20,362	20,363	29,637
Georgino Development (1b)	Strategic Planning Services	36,000	-	-	36,000
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	75,000	2,031	4,875	70,125
Ricondo & Associates (1b)	Financial Feasibility Services	90,000	8,979	16,183	73,817
Richards, Watson & Gershon (2)	Legal Services	N/A	25,122	58,525	N/A
RS&H (3)	Environmental Impact Study (EIS) Services	AIP / PFC Funded	50,540	421,670	N/A
<b>TOTALS</b>		<b>\$ 4,266,216</b>	<b>\$ 107,034</b>	<b>\$ 521,616</b>	<b>\$ 3,744,600</b>

(1) Authorized NTE Contract amounts represent Commission approved appropriations that expire June 30, 2022.

The FY 2022 budget was adopted prior to the Commission authorized restart of AECOM Program Management services.

The FY 2022 adopted budget included \$275,000 in RPT appropriations for continued consulting support services associated with program evaluation/financial feasibility. Any additional Commission approved RPT expenditures above this amount are to be funded through positive operating revenues or cash reserves if required.

(1a) NTE authorized amount represents Program Management services (AECOM) contract Task Orders 1 through 5 which were approved for restart on September 20, 2021.

(1b) These Professional Services contracts were presented and approved on September 20, 2021.

(2) Legal services to be utilized on an as needed basis.

(3) RS&H expenditures are related to the EIS and are fully funded through AIP grant and PFC revenues.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 21, 2022**

**AB 361 FINDINGS FOR SPECIAL BROWN ACT REQUIREMENTS  
FOR TELECONFERENCE MEETINGS**

Prepared by Terence Boga  
General Counsel

**SUMMARY**

Staff has placed this item on the agenda to give the Commission an opportunity to make the 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 amended 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 to 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 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 every 30 days thereafter. The Commission last made these findings on February 22, 2022.

Governor Newsom is rolling back his COVID-19 Executive Orders in phases, but he has left his COVID-19 state of emergency declaration 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 continues to recommend that employers take steps to reduce indoor crowding and to enable employees and visitors to physically distance from each other.

### 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.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
MARCH 21, 2022**

**AWARD OF DESIGN-BUILD CONTRACT  
RUNWAY 8 PRECISION APPROACH PATHWAY INDICATORS NAVIGATION AID  
EQUIPMENT RELOCATION**

Presented by  
Anthony DeFrenza  
Director, Engineering and Maintenance

**SUMMARY**

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to:

- i) Award a design-build contract in the amount of \$385,583 to Vellutini Corporation dba Royal Electric Company (“Royal”) for the design and construction services necessary to relocate the Runway 8 Precision Approach Pathway Indicators (“PAPI”) navigation aid;
- ii) Authorize a project budget for construction management, contract administration and field observation for a not-to-exceed amount of \$65,000;
- iii) Authorize a project allowance for required FAA flight-checks and other required FAA services in the amount of \$65,000; and
- iv) Authorize a project contingency of \$40,000

As the nature of this project will improve the safety and approach to Runway 8, subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for its consideration immediately following the Committee’s meeting.

**BACKGROUND**

The Runway 8 PAPI navigation aid equipment provides a visual indication to pilots regarding their glidepath angle as they approach Runway 8 for landing. The equipment consists of 4 baffled light boxes that appear as either red or white when viewed by approaching pilots. The PAPI equipment constitutes the Visual Glide Slope Indication (“VGSI”). In addition to the VGSI, Runway 8 is the Airport’s only runway equipped with an Instrument Landing System (“ILS”). On Runway 8, the VGSI and ILS glidepaths are not coincident, meaning the runway threshold crossing height and theoretical touchdown point of the VGSI and ILS glidepaths are not the same.

Airlines serving the Airport requested, through the FAA Los Angeles Airport District Office, that the Authority investigate the feasibility of relocating the PAPI approximately 300’ west towards the runway threshold such that the VGSI and ILS glidepaths would be the same. During a series of meetings with Airport, Airline and FAA representatives it was determined that relocating the PAPI was feasible and that a detailed Obstacle Clearance Survey and Design should be completed for review by the FAA in order to advance the project.

## PROJECT DESCRIPTION

The scope of work for this project includes the following key tasks to be completed by the Design-Builder:

1. Conduct a thorough site investigation and refine the concept as provided by the Authority to accommodate existing conditions, all applicable codes and FAA design requirements for review and approval by the Authority;
2. Complete a Visual Glide Slope Indicators Siting Analysis and Report per FAA Engineering Brief 95 for the proposed location of the PAPI as shown in the concept;
3. Complete an Instrument Approach Analysis to determine impacts of moving the PAPI as proposed. Coordinate with the Authority and the FAA to implement necessary changes prior to commissioning new PAPI.

The Design-Builder will be responsible for the complete design and construction services necessary to install Authority-provided PAPI equipment approximately 300' west of the current PAPI installation. The existing PAPI will remain operational until the new PAPI installation has been completed, commissioned, and approved by the FAA for use.

## PROCUREMENT (SOLICITATION/BID EVALUATION/RECOMMENDATION FOR AWARD)

Staff posted a Request for Proposals ("RFP") in January 2022 on PlanetBids. The RFP was advertised in the LA Times, ACI, AAAE and Dodge Data and Analytics Online. Additionally, the RFP was posted on the City bid boards in Burbank, Glendale and Pasadena and 327 vendors were notified directly via PlanetBids. A mandatory virtual pre-proposal conference was attended by 12 firms. Despite the outreach described above only one proposal was received in response to the RFP.

<b>Design-Builder</b>	<b>BID</b>
Royal Electric Co.	\$385,583

## PROPOSAL EVALUATION

The proposal was evaluated by staff and determined to be responsive.

## 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 \$65,000.

## FAA TECHNICAL REVIEW AND FLIGHT CHECK

For any project involving the installation or relocation of navigation aids the FAA conducts flight checks in order to verify the alignment of the installed navigation aids is correct. The

budget to cover the cost of the required flight checks and any other FAA reimbursable costs associated with the project is a not to exceed amount of \$65,000.

### PROJECT CONTINGENCY

A project contingency of \$40,000, approximately 10% of the design-build cost, is requested to address any additional costs resulting from: 1) additional study or design work resulting from the initial obstacle clearance survey and siting report, and 2) construction impacts resulting from unknown subsurface conditions or changes to scope necessitated by project conditions that are not the responsibility of the Design-Builder.

### SCHEDULE

Staff shall issue a Notice to Proceed ("NTP") following Commission approval and receipt of all contractual prerequisites. The contract allows 112 calendar days from NTP issuance for completion of the work.

### OPERATIONS IMPACTS

Staff will communicate regularly with all stakeholders to provide project status and schedule updates. The existing PAPI will remain operational while the replacement PAPI is being constructed and commissioned. Detailed coordination with Airport Operations and the FAA Air Traffic Control Tower is required prior to activating the PAPI in the new location and decommissioning the existing PAPI. The transition from existing to new will only occur after a flight check has been completed by the FAA and the new PAPI alignment has been approved.

### 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. § 15303). Among other things, a Class 3 exemption covers (i) the construction and location of limited numbers of new, small facilities or structures; and (ii) installation of small new equipment and facilities in small structures.

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

## BUDGET APPORTIONMENT

<b>CATEGORY OF WORK</b>	<b>AMOUNT</b>	<b>% of COSTS</b>
Design and Construction	\$ 385,583	69%
Construction Management/Contract Administration	\$65,000	12%
FAA Reimbursable Costs	\$65,000	12%
Project Contingency	\$40,000	7%
<b>Project Total</b>	<b>\$ 555,583</b>	<b>100%</b>

## BUDGET IMPACTS

The adopted FY 2022 Budget includes appropriations for this project in the amount of \$300,000. Project costs anticipated to occur before June 30, 2022, are estimated to be \$100,000. The estimated balance of project costs will need to be carried over into the next fiscal year. Appropriations of \$455,000 for the project will be included in budget request for FY 2023.

It was anticipated that all project costs would be funded through an approved Passenger Facility Charge ("PFC") Application in the amount of \$300,000. However, due to the shortfall in the approved amount versus the projected cost, an amendment will be required to the approved PFC Application. Work on the submittal to address the estimated final project cost, due the lengthy processing time, will begin immediately. In the interim, advance funding for the balance of the project cost may need to come from the Authority reserves.

## RECOMMENDATIONS

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to: 1) award a design-build contract to Royal in the amount \$385,583 and authorize the President to execute the same; 2) authorize a construction management, administration and field observation budget of a not-to-exceed amount of \$65,000; 3) authorize a not-to-exceed amount of \$65,000 for FAA reimbursable costs; and, 4) authorize a project contingency of \$40,000.

# Hollywood Burbank Airport

REVENUE PASSENGERS	January			YTD		
	2022	2020	% Change	2022	2020	% Change
Signatory Airlines						
Alaska Airlines	27,074	39,837	-32.04%	27,074	39,837	-32.04%
American Airlines	23,677	32,536	-27.23%	23,677	32,536	-27.23%
Avelo Airlines	23,296	0	N/A	23,296	0	N/A
Delta Airlines	12,267	21,627	-43.28%	12,267	21,627	-43.28%
Flair Airlines	394	0	N/A	394	0	N/A
Frontier Airlines	8,656	0	N/A	8,656	0	N/A
JetBlue Airways	6,434	18,606	-65.42%	6,434	18,606	-65.42%
Southwest Airlines	200,288	330,441	-39.39%	200,288	330,441	-39.39%
Spirit Airlines	7,057	10,115	-30.23%	7,057	10,115	-30.23%
United Airlines	9,050	27,714	-67.35%	9,050	27,714	-67.35%
<b>Total Revenue Passengers</b>	<b>318,193</b>	<b>480,876</b>	<b>-33.83%</b>	<b>318,193</b>	<b>480,876</b>	<b>-33.83%</b>
Inbound (deplaned)	158,736	239,050	-33.60%	158,736	239,050	-33.60%
Outbound (enplaned)	159,457	241,826	-34.06%	159,457	241,826	-34.06%

AIRCRAFT OPERATIONS	January			YTD		
	2022	2020	% Change	2022	2020	% Change
<b>Landings &amp; Takeoffs</b>						
Air Carrier	4,989	5,231	-4.63%	4,989	5,231	-4.63%
Air Taxi	1,649	2,032	-18.85%	1,649	2,032	-18.85%
General Aviation	2,113	2,442	-13.47%	2,113	2,442	-13.47%
Military Itinerant	45	31	45.16%	45	31	45.16%
<b>Subtotal</b>	<b>8,796</b>	<b>9,736</b>	<b>-9.65%</b>	<b>8,796</b>	<b>9,736</b>	<b>-9.65%</b>
<b>Pass Through BUR Airspace</b>						
Civil Local	2,511	2,057	22.07%	2,511	2,057	22.07%
Military Local	0	0	N/A	0	0	N/A
<b>Subtotal</b>	<b>2,511</b>	<b>2,057</b>	<b>22.07%</b>	<b>2,511</b>	<b>2,057</b>	<b>22.07%</b>
<b>Total Aircraft Operations</b>	<b>11,307</b>	<b>11,793</b>	<b>-4.12%</b>	<b>11,307</b>	<b>11,793</b>	<b>-4.12%</b>

**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

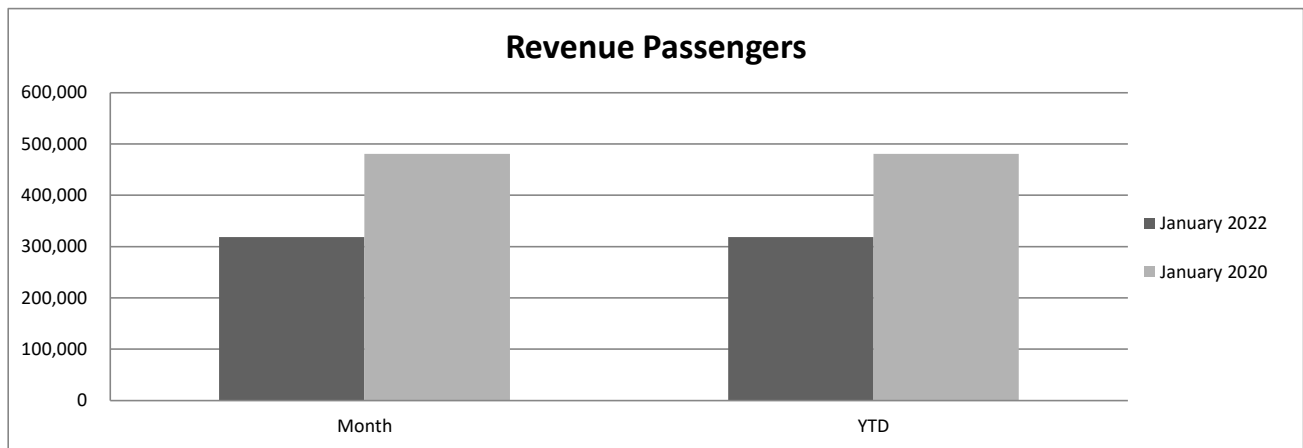
**Civil Local:** Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR.

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

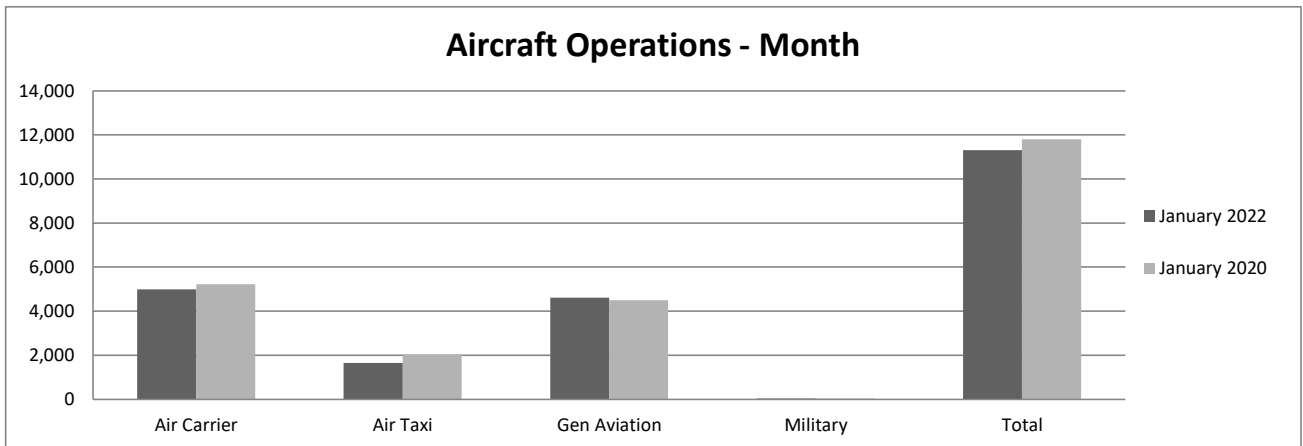
# Hollywood Burbank Airport

AIR CARGO (lbs.)	January			YTD		
	2022	2020	% Change	2022	2020	% Change
Signatory Airlines						
Alaska Airlines	782	552	41.67%	782	552	41.67%
American Airlines	210	18	1066.67%	210	18	1066.67%
Avelo Airlines						
Delta Airlines						
Flair Airlines						
Frontier Airlines						
JetBlue Airways						
Southwest Airlines	263,494	187,563	40.48%	263,494	187,563	40.48%
Spirit Airlines						
United Airlines	0	1,006	-100.00%	0	1,006	-100.00%
Other Scheduled Carriers						
Federal Express	3,319,886	3,762,650	-11.77%	3,319,886	3,762,650	-11.77%
United Parcel Service	3,865,515	4,613,299	-16.21%	3,865,515	4,613,299	-16.21%
Charter/Contract Carriers						
Ameriflight	165,944	257,513	-35.56%	165,944	257,513	-35.56%
<b>Total Air Cargo</b>	<b>7,615,831</b>	<b>8,822,601</b>	<b>-13.68%</b>	<b>7,615,831</b>	<b>8,822,601</b>	<b>-13.68%</b>
Inbound (deplaned)	3,904,720	4,760,469	-17.98%	3,904,720	4,760,469	-17.98%
Outbound (enplaned)	3,711,111	4,062,132	-8.64%	3,711,111	4,062,132	-8.64%

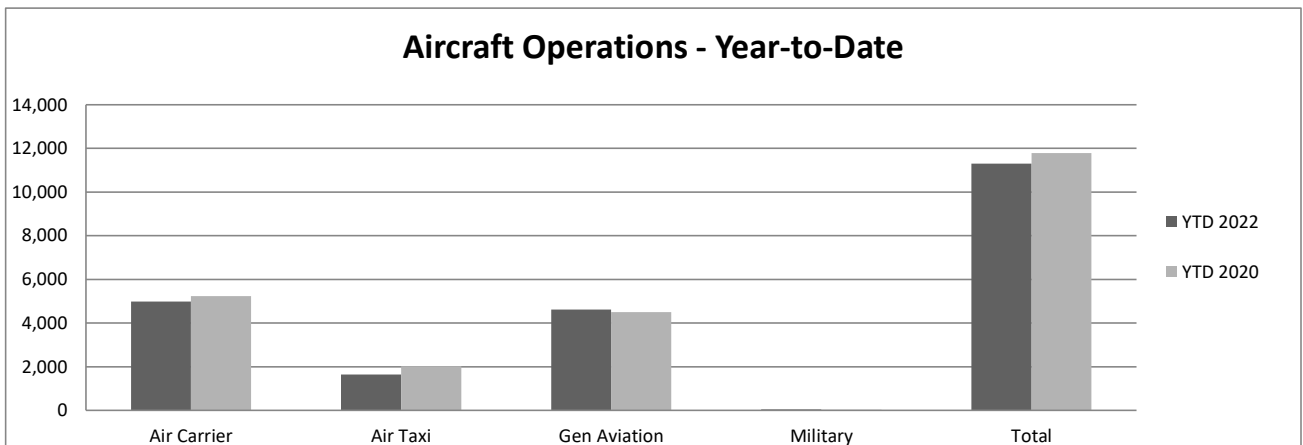
MAIL (lbs.)	January			YTD		
	2022	2020	% Change	2022	2020	% Change
American Airlines	0	6,032	-100.00%	0	6,032	-100.00%
<b>Total Mail</b>	<b>0</b>	<b>6,032</b>	<b>-100.00%</b>	<b>0</b>	<b>6,032</b>	<b>-100.00%</b>
Inbound (deplaned)	0	3,016	-100.00%	0	3,016	-100.00%
Outbound (enplaned)	0	3,016	-100.00%	0	3,016	-100.00%



Revenue Passengers	Month	YTD
January 2022	318,193	318,193
January 2020	480,876	480,876
% Change	-33.83%	-33.83%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
January 2022	4,989	1,649	4,624	45	11,307
January 2020	5,231	2,032	4,499	31	11,793
% Change	-4.63%	-18.85%	2.78%	45.16%	-4.12%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
YTD 2022	4,989	1,649	4,624	45	11,307
YTD 2020	5,231	2,032	4,499	31	11,793
% Change	-4.63%	-18.85%	2.78%	45.16%	-4.12%

# Hollywood Burbank Airport

REVENUE PASSENGERS	January			YTD		
	2022	2021	% Change	2022	2021	% Change
Signatory Airlines						
Alaska Airlines	27,074	6,988	287.44%	27,074	6,988	287.44%
American Airlines	23,677	9,347	153.31%	23,677	9,347	153.31%
Avelo Airlines	23,296	0	N/A	23,296	0	N/A
Delta Airlines	12,267	5,462	124.59%	12,267	5,462	124.59%
Flair Airlines	394	0	N/A	394	0	N/A
Frontier Airlines	8,656	0	N/A	8,656	0	N/A
JetBlue Airways	6,434	0	N/A	6,434	0	N/A
Southwest Airlines	200,288	43,259	363.00%	200,288	43,259	363.00%
Spirit Airlines	7,057	1,543	357.36%	7,057	1,543	357.36%
United Airlines	9,050	2,044	342.76%	9,050	2,044	342.76%
<b>Total Revenue Passengers</b>	<b>318,193</b>	<b>68,643</b>	<b>363.55%</b>	<b>318,193</b>	<b>68,643</b>	<b>363.55%</b>
Inbound (deplaned)	158,736	35,880	342.41%	158,736	35,880	342.41%
Outbound (enplaned)	159,457	32,763	386.70%	159,457	32,763	386.70%

AIRCRAFT OPERATIONS	January			YTD		
	2022	2021	% Change	2022	2021	% Change
<b>Landings &amp; Takeoffs</b>						
Air Carrier	4,989	1,773	181.39%	4,989	1,773	181.39%
Air Taxi	1,649	1,152	43.14%	1,649	1,152	43.14%
General Aviation	2,113	1,668	26.68%	2,113	1,668	26.68%
Military Itinerant	45	27	66.67%	45	27	66.67%
<b>Subtotal</b>	<b>8,796</b>	<b>4,620</b>	<b>90.39%</b>	<b>8,796</b>	<b>4,620</b>	<b>90.39%</b>
<b>Pass Through BUR Airspace</b>						
Civil Local	2,511	2,947	-14.79%	2,511	2,947	-14.79%
Military Local	0	0	N/A	0	0	N/A
<b>Subtotal</b>	<b>2,511</b>	<b>2,947</b>	<b>-14.79%</b>	<b>2,511</b>	<b>2,947</b>	<b>-14.79%</b>
<b>Total Aircraft Operations</b>	<b>11,307</b>	<b>7,567</b>	<b>49.43%</b>	<b>11,307</b>	<b>7,567</b>	<b>49.43%</b>

**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.

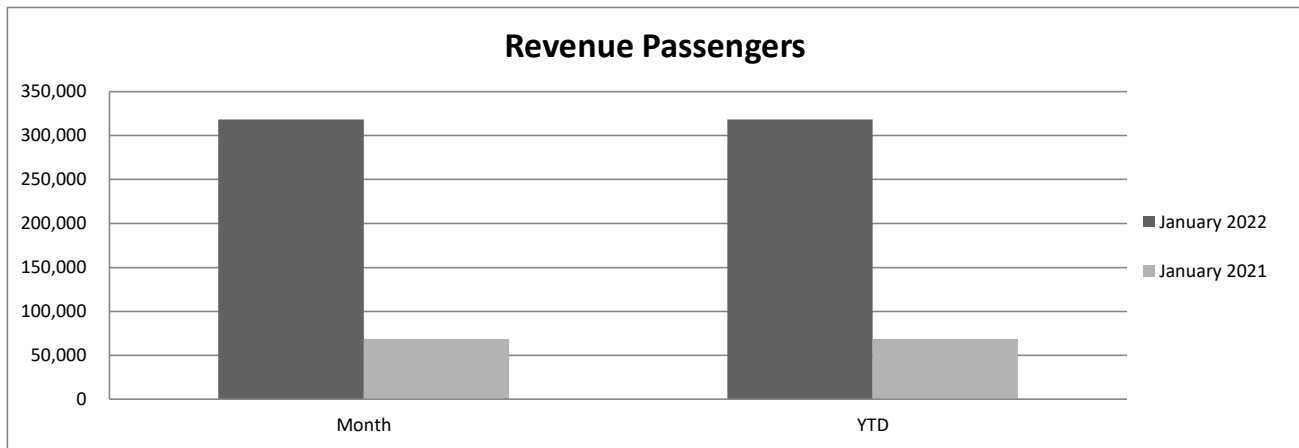
**Military Local:** Military aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR



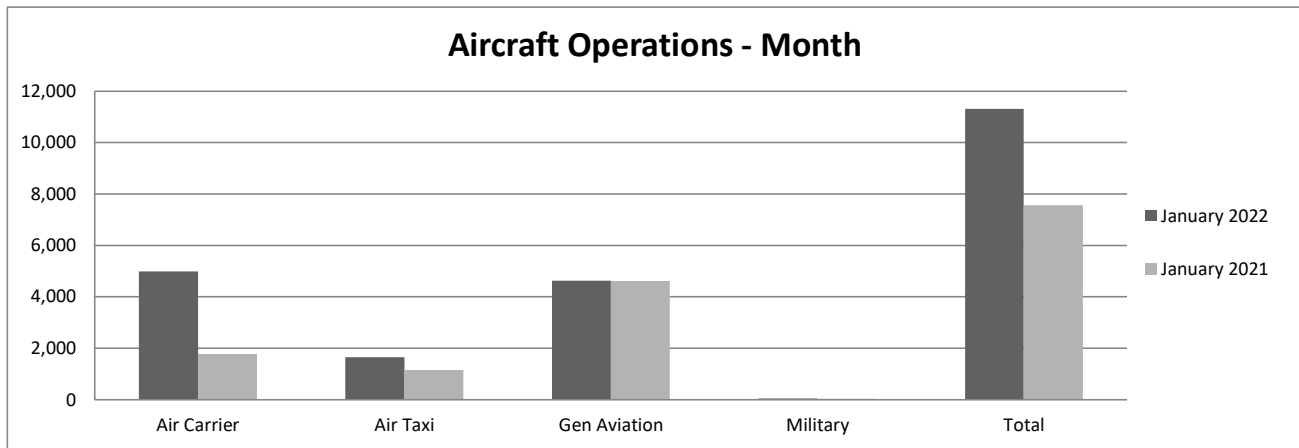
# Hollywood Burbank Airport

AIR CARGO (lbs.)	January			YTD		
	2022	2021	% Change	2022	2021	% Change
Signatory Airlines						
Alaska Airlines	782	930	-15.91%	782	930	-15.91%
American Airlines	210	0	N/A	210	0	N/A
Avelo Airlines						
Delta Airlines						
Flair Airlines						
Frontier Airlines						
JetBlue Airways						
Southwest Airlines	263,494	78,338	155.67%	263,494	78,338	236.36%
Spirit Airlines						
United Airlines						
Other Scheduled Carriers						
Federal Express	3,319,886	4,725,306	-29.74%	3,319,886	4,725,306	-29.74%
United Parcel Service	3,865,515	3,930,082	-1.64%	3,865,515	3,930,082	-1.64%
Charter/Contract Carriers						
Ameriflight	165,944	172,749	-3.94%	165,944	172,749	-3.94%
<b>Total Air Cargo</b>	<b>7,615,831</b>	<b>8,907,405</b>	<b>-14.50%</b>	<b>7,615,831</b>	<b>8,907,405</b>	<b>-14.50%</b>
Inbound (deplaned)	3,904,720	4,493,049	-13.09%	3,904,720	4,493,049	-13.09%
Outbound (enplaned)	3,711,111	4,414,356	-15.93%	3,711,111	4,414,356	-15.93%

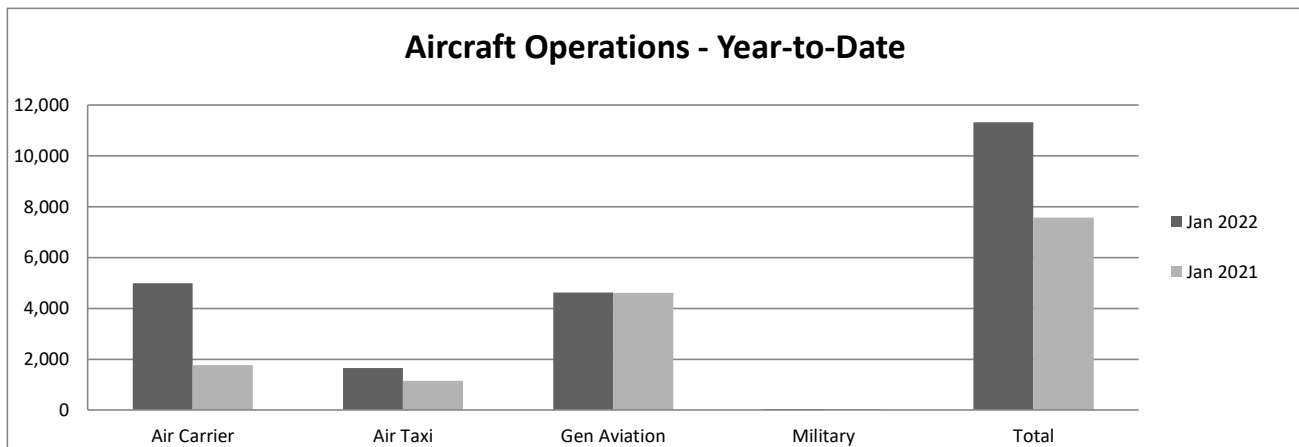
MAIL (lbs.)	January			YTD		
	2022	2021	% Change	2022	2021	% Change
	0	0	N/A	0	0	N/A
<b>Total Mail</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
Inbound (deplaned)	0	0	N/A	0	0	N/A
Outbound (enplaned)	0	0	N/A	0	0	N/A



Revenue Passengers	Month	YTD
January 2022	318,193	318,193
January 2021	68,643	68,643
% Change	363.55%	363.55%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
January 2022	4,989	1,649	4,624	45	11,307
January 2021	1,773	1,152	4,615	27	7,567
% Change	181.39%	43.14%	0.20%	66.67%	49.43%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan 2022	4,989	1,649	4,624	45	11,307
Jan 2021	1,773	1,152	4,615	27	7,567
% Change	181.39%	43.14%	0.20%	66.67%	49.43%

## **DESIGN-BUILD AGREEMENT**

**(Burbank-Glendale-Pasadena Airport Authority / Vellutini Corporation dba Royal Electric Company)**

THIS DESIGN-BUILD AGREEMENT ("Agreement") is dated March 21, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and Vellutini Corporation dba Royal Electric Company ("Design-Builder"), a California corporation. Design-Builder's CSLB license number is 357377. Design-Builder's DIR registration number is 1000000111.

### **R E C I T A L S**

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport"). In accordance with Government Code Section 5956 et seq., the Authority has conducted a competitive proposal process to procure design and construction services for the following airport improvement project: Runway 8 Precision Approach Pathway Indicators Relocation Project ("Project").

B. The Authority has determined that the Project is exempt from California Environmental Quality Act review pursuant to Title 14, Section 15303 of the California Code of Regulations.

C. The Authority desires to retain Design-Builder as an independent contractor to design and construct the Project.

D. Design-Builder 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 elsewhere in this Agreement, the following definitions shall apply:

A. "Contract Documents":

1. This Agreement.
2. Price Proposal.
3. Indemnity Requirements.
4. General Provisions.
5. Special Provisions.
6. Non-AIP Project Federal Requirements.

7. Greenbook.

8. RFP.

9. Proposal.

10. Construction Documents and Specifications prepared by Design-Builder and approved in writing by the Authority.

B. "General Provisions": The general provisions set forth in the attached Exhibit C.

C. "Greenbook": 2018 edition of Standard Specifications for Public Works Construction issued by Public Works Standards, Inc., as amended and supplemented by this Agreement.

D. "Indemnity Requirements": the defense, hold harmless, and indemnification requirements set forth in the attached Exhibit B.

E. "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.

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

G. "Price Proposal": the price schedule set forth in the attached Exhibit A.

H. "Proposal": Design-Builder's February 4, 2022 proposal.

I. "RFP": Authority Request for Proposals No. E21-04 Runway 8 PAPI Relocation Design-Build Services ("RFP") and associated addenda.

J. "Special Provisions": The special provisions set forth in the attached Exhibit D.

## **2. Contract Time.**

A. The Contract Time shall be 180 Calendar Days from issuance of Notice to Proceed ("NTP") to Substantial Completion. Time is of the essence in the performance of this Agreement.

B. Design-Builder acknowledges that the Contract Time is a reasonable period for completion of the Project.

C. Design-Builder acknowledges that the following schedule is reasonable for completion of the Project:

1. Notice to Proceed: TBD by award.

3. 100% Design Complete: 120 calendar days from NTP.
4. Substantial Completion – 180 calendar days from NTP.
5. Project Closeout: 210 calendar days from NTP.

### **3. Compensation.**

A. The Authority shall compensate Design-Builder for design and construction of the Project, and Design-Builder agrees to accept as full satisfaction for such work, payment according to the Price Proposal. In no event shall the compensation payable to Contractor under this Agreement exceed \$385,583.00 ("Contract Price").

B. Design-Builder shall submit monthly invoices to the Authority for performance of this Agreement. The Authority shall make progress payments to Design-Builder in accordance with the Greenbook (including a 5% retention from each payment).

### **4. Design Services/Shop Drawings/Samples.**

A. Design-Builder shall perform architectural, engineering, and all other design professional services necessary for the preparation of the drawings, specifications and other design submittals required for completion of the Project consistent with the Contract Documents.

B. Design-Builder shall submit to the ADR shop drawings, materials, and/or equipment lists and manufacturers' data as required. Shop drawings, lists, and manufacturers' data shall be accompanied by letter of transmittal enumerating the drawings or describing the data submitted and noting any deviations from the Contract Documents. Should Design-Builder fail to notify the ADR of deviations from the Contract Documents, Design-Builder, if so notified by the ADR, shall execute the Work in accordance with the Contract Documents even though shop drawings, lists, or data have been reviewed by the Authority.

C. Prior to submittal of any shop drawings, lists or data, Design-Builder shall thoroughly check all dimensions, size of members, connections, materials, performance characteristics, and other details and satisfy itself that all drawings, lists, and data are correct and in conformance with the Drawings, Specifications, and job conditions. After Design-Builder has completed its checking, Design-Builder shall place on each drawing and on the last page of each piece of data and lists, the date and signature of the checker, who shall be a direct employee of Design-Builder and not of any subcontractor.

D. Design-Builder shall submit duplicate samples of materials and finishes proposed for use in the work, as specified or directed. The Work shall be in accordance with approved samples. Samples requiring selection of factory-applied color or texture shall be submitted within ten (10) days prior to final submission of plans and specifications. The Authority reserves the right to review any and all materials and reject or request substitution.

E. Design-Builder shall perform all design professional services to the highest professional standards, in compliance with the Non-AIP Project Federal Requirements, and in a manner reasonably satisfactory to the Authority.

## **5. Construction Services.**

A. Unless otherwise stated in the Contract Documents to be the responsibility of the Authority or a separate contractor, Design-Builder shall provide the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

B. Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

C. Design-Builder shall employ only subcontractors that are duly licensed and qualified to perform the work consistent with the Contract Documents. Design-Builder is responsible for the proper performance of the work of its subcontractors and their acts and omissions in connection with such performance.

D. Design-Builder shall supervise, inspect, and direct the construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the construction consistent with the Contract Documents. Design-Builder shall be solely responsible for ensuring that the completed construction complies accurately with the Contract Documents. Design-Builder shall keep the Authority advised as to the quality and progress of the Project.

## **6. Ownership of Work Product.**

A. The Construction Documents and other project-related documents and electronic data prepared by or on behalf of Design-Builder shall be deemed to be "works for hire" and are the property of the Authority. Design-Builder assigns to the Authority, without reservation, all copyrights and all other intellectual property rights to all project-related documents, images, electronic files, models, computer drawings and other electronic expression, photographs, and other expression produced by Design-Builder in connection with this Agreement. Design-Builder shall obtain a valid written assignment of copyrights and all other intellectual property rights from its subcontractor in terms identical to those that obligate Design-Builder to the Authority as expressed in this Paragraph, which intellectual property rights Design-Builder hereby assigns to the Authority.

B. The Authority grants to Design-Builder a nonexclusive license to reproduce the documents for purposes relating directly to Design-Builder's performance of the Project, for Design-Builder's archival records, and for Design-Builder's reproduction of drawings and photographs in Design-Builder's marketing materials. No other project-related documents may be reproduced for any other purpose without the express written permission of the Authority. No other copyrights are included in this grant of nonexclusive license to Design-Builder. This

nonexclusive license shall terminate immediately upon the breach of this Agreement by Design-Builder.

C. A copy of every technical memorandum and report prepared by Design-Builder shall be submitted to the Authority to demonstrate progress toward completion of the Project. In the event the Authority rejects or has comments on any such work product, the Authority shall identify specific requirements for satisfactory completion by Design-Builder. Design-Builder shall provide the Authority with project-related documents in reproducible or electronic format, upon the Authority's written request. Complete Record Documents, including a complete set of "as-built" drawings, shall be turned over to the Authority upon termination of this Agreement or Final Completion, whichever occurs first.

D. If the Authority reproduces project-related documents or creates a derivative work based upon project-related documents created by Design-Builder, then the Authority shall remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of Design-Builder and Design-Builder's consultants. However, where required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original architect or the scope of the reuse of the documents may remain or be applied. The Authority acknowledges that its use of the project-related documents for any purpose other than the Project shall be at its sole risk.

E. If Design-Builder believes or is advised by any design professional retained to provide services on the Project that implementation of any instructions received from the Authority would cause a violation of any applicable law, then Design-Builder shall notify the Authority in writing.

## **7. Legal Requirements.**

A. Design-Builder shall perform this Agreement in accordance with applicable laws.

B. In entering into this Agreement, Design-Builder offers and agrees to assign to the 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 the Authority tenders final payment to Design-Builder without further acknowledgment by the parties.

C. Design-Builder acknowledges that the Project is a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).

D. 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, Design-Builder 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.”

E. 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.

#### **8. Project Manager.**

Design-Builder’s single lead Project Manager and authorized representative for the Project is Randall Sondreal and has the authority to make decisions for and bind Design-Builder. The Project Manager shall manage and coordinate all commercial and technical aspects of the Project. The Project Manager shall submit monthly progress reports to the Authority and maintain the project schedule. The Project Manager shall not be changed unless the Project Manager ceases to be an employee of Design-Builder. Any change in the Project Manager shall be subject to the Authority’s prior approval.

#### **9. Design-Builder’s Responsibility for Project Safety.**

A. Design-Builder recognizes the importance of performing the work in a safe manner so as to prevent damage, injury, or loss to (i) all individuals at the project site, whether working or visiting, (ii) the Project, including materials and equipment incorporated into the Project or stored on-site or off-site, and (iii) all other property at the project site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the completion of the Project. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Project. Unless otherwise required by the Contract Documents, Design-Builder’s Safety Representative shall be an individual stationed at the project site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the project site and shall hold weekly safety meetings with Design-Builder’s personnel, subcontractors, and others as applicable.

B. Design-Builder’s responsibility for safety under this Section is not intended in any way to relieve subcontractors of their own contractual and legal obligations and responsibility for: (i) complying with all legal requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages, or accidents resulting from their performance of the work.

#### **10. Design-Builder’s Warranty.**



A. Design-Builder warrants to the Authority that the construction, including all materials and equipment furnished as part of the construction, shall be new, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Project in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty that provides the Authority with greater warranty rights than set forth in the Contract Documents. Design-Builder will provide the Authority with all manufacturers' warranties upon Substantial Completion.

## **11. Correction of Defective Work.**

A. Design-Builder shall correct any work that is found to not be in conformance with the Contract Documents within a period of one year from the date of Substantial Completion, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

B. Design-Builder shall, within 14 days of receipt of written notice from the Authority that the Project is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming work, including the correction, removal or replacement of the nonconforming work and any damage caused to other parts of the Project affected by the nonconforming work. If Design-Builder fails to commence the necessary steps within such period, then the Authority, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that the Authority will commence correction of such nonconforming work with its own forces. If the Authority does perform such corrective work, then Design-Builder shall be responsible for all reasonable costs incurred by the Authority in performing such correction. If the nonconforming work creates an emergency requiring an immediate response, then the 14-day cure period shall be inapplicable.

C. The one-year period referenced in paragraph A above applies only to Design-Builder's obligation to correct nonconforming work and does not constitute a period of limitations for any other rights or remedies the Authority may have regarding Design-Builder's obligations under the Contract Documents.

## **12. Indemnity.**

Design-Builder shall defend, hold harmless, and indemnify the Indemnitees as specified in the Indemnity Requirements.

## **13. Insurance.**

Without limiting Design-Builder's defense, hold harmless, and indemnification obligations under this Agreement, Design-Builder shall maintain policies of insurance as specified in the General Provisions.

## **14. Authority Responsibilities.**

A. The Authority shall cooperate with Design-Builder and perform the Authority's obligations in a timely manner to facilitate Design-Builder's timely and efficient performance of the work and so as not to delay or interfere with Design-Builder's performance of Design-Builder's obligations under the Contract Documents.

B. The Authority shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the General Provisions.

C. The Authority shall give Design-Builder timely notice of any work that the Authority identifies as defective or not in compliance with the Contract Documents.

D. Unless expressly stated to the contrary in the Contract Documents, the Authority shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the work:

1. Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines.

2. Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the site.

3. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to complete the Project.

4. To the extent available, record drawings of any existing structures at the project site.

5. To the extent available, environmental studies, reports and impact statements describing the environmental conditions in existence at the project site.

E. The Authority is responsible for all work performed on the Project or at the project site by separate contractors under the Authority's control. The Authority shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Project consistent with the Contract Documents.

## **15. Authority Rights.**

A. The Authority reserves the right to order changes in the Project, to perform work or operations related to the Project with the Authority's own forces, and to award separate contracts in connection with the Project.

B. If Design-Builder fails to correct defective work as required herein, or fails to carry out the Project in accordance with the Contract Documents, then the Authority may order

Design-Builder to stop the Project, or any portion thereof, until the Authority reasonably determines that the cause for such order has been eliminated. The Authority's right to stop the Project is in addition to the Authority's termination rights.

C. The Authority may, without cause, order Design-Builder to suspend, delay or interrupt the Project in whole or in part for such period of time as the Authority may determine. If such suspension, delay, or interruption causes Design-Builder to incur increased cost for the performance of the Project, an adjustment to the Contract Price shall be made for such costs as are directly attributable to such suspension, delay or interruption. If such suspension, delay, or interruption causes a delay to the critical path of the Project, an adjustment to the Contract Time shall be made.

#### **16. Termination for Convenience.**

A. The Authority may terminate this Agreement for convenience upon 14 days' notice to Design-Builder.

B. The amount to be paid to Design-Builder by the Authority in the event of termination for convenience shall consist solely of:

1. The cost of work completed in accordance with the Contract Documents up to the date of issuance of the termination notice.

2. Design-Builder's documented, reasonable costs of demobilization for a period of 30 days following the date of issuance of the termination notice, including costs of Design-Builder's personnel reasonably required to effectuate the termination, and such storage, transportation, and other costs incurred which are reasonably necessary for the preservation, protection, or disposition of the work.

C. In no event shall the Authority be responsible for, and Design-Builder waives any claim for, overhead or anticipated profits on unperformed work or other economic loss upon termination for convenience.

#### **17. Termination for Cause.**

A. The Authority may terminate this Agreement for cause if Design-Builder commits any of the following default events: (i) failure to commence the Project upon issuance of the Notice to Proceed; (ii) failure to perform the work with such diligence as will achieve Substantial Completion within the Contract Time; (iii) failure to perform the work in strict accordance with the Contract Documents and applicable laws; or (iv) failure to make prompt payment to subcontractors for material or labor.

B. Prior to terminating this Agreement for cause, the Authority shall notify Design-Builder and Design-Builder's performance bond surety of the default event(s). If Design-Builder does not cure the default event(s) within 14 days of such notice, or if Design-Builder does not

commence and diligently prosecute a cure that is not reasonably susceptible to being completed within 14 days, then the Authority may immediately terminate this Agreement.

C. Upon a determination by a court of competent jurisdiction that a termination for cause was wrongful, such termination will be deemed to be converted to a termination for convenience and Design-Builder's remedy for wrongful termination in such event shall be limited to the recovery of the payments permitted for termination for convenience.

D. The provisions of this Section shall be non-exclusive, and shall be in addition to all other rights and remedies available to the Authority under law or in equity.

#### **18. Independent Contractor.**

Design-Builder is, and shall at all times remain as to the Authority, an independent contractor. Design-Builder 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 Design-Builder except as set forth in this Agreement.

#### **19. Conflict of Interest.**

Design-Builder shall employ no Authority official nor any regular Authority employee in the work performed pursuant to this Agreement. Design-Builder shall comply with all conflict of interest statutes of the State of California applicable to Design-Builder's services under this Agreement including the Political Reform Act (Government Code Section 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Design-Builder shall retain the right to perform similar services for other clients, but neither Design-Builder nor any of its officers, employees, associates and subcontractors shall, without the prior written approval of the Authority, perform work for another person or entity for whom Design-Builder is not currently performing work that would require Design-Builder or any of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest law. Design-Builder shall incorporate a clause substantially similar to this Section into any subcontracts that Design-Builder executes in connection with the Project.

#### **20. 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

Design-Builder

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Anthony DeFrenza  
E-mail: [adefrenza@bur.org](mailto:adefrenza@bur.org)

Vellutini Corporation dba Royal Electric Co.  
8481 Carbide Ct.  
Sacramento, CA 95828  
Attn: Eric Gardner II  
E-mail: [ericgir@royalelect.com](mailto:ericgir@royalelect.com)

**21. 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.

**22. Exhibits.**

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

**23. Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa; the masculine gender includes the feminine and vice versa; "shall" is mandatory, "may" is permissive; and "include," "includes," and "including" are illustrative and nonexhaustive.

**24. Entire Agreement.**

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

**Vellutini Corporation dba Royal Electric Company**

**By:**

Print Name: Robert C. Bell

☐ Chairperson ☐ President ☒ Vice President

**By:**

Print Name: Keri Adams

☐ Secretary ☐ Asst. Secretary  
☒ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

John

# Burbank-Glendale-Pasadena Airport Authority

**Paula Devine, President**

**Approved as to form:**

**Richards, Watson & Gershon**  
A Professional Corporation

**EXHIBIT A**  
**Price Proposal**

Price is a lump sum, firm, fixed price for the duration of the Project, and includes all cost items such as design development, final design, construction labor, materials, equipment, expenses, G&A, incidentals, overhead(s), profit, shipping and handling, supplies, any and all applicable taxes or fees, and travel/mileage/fuel and fuel surcharges.

<b>Description</b>	<b>Lump Sum Price</b>
<b>Design</b>	<b>\$88,583.00</b>
<b>Construction and completion of all project tasks</b>	<b>\$297,000.00</b>
<b>Total:</b>	<b>\$385,583.00</b>

## **EXHIBIT B**

### **Indemnity Requirements**

1. **Indemnification for Services Other than Design Professional Services.** Other than for design-professional services, and to the fullest extent permitted by law, Design-Builder hereby undertakes and assumes liability for, and agrees to defend (at the Authority's option), indemnify, and hold harmless the Indemnitees from and against any and all claims, losses, damages, defense costs and/or liability (including strict liability), expenses, fines, penalties, assessments or judgments of any kind or nature (individually and collectively referred to hereinafter as "Claim" or "Claims"), arising out of or in connection with Design-Builder's or any of Design-Builder's subcontractor's (of any tier) acts, errors, omissions, work or products and equipment installed, relative to this Agreement, except only for those Claims that arise out of the sole negligence or willful misconduct of the Authority; and including Claims arising out of or in connection with Design-Builder's and/or any of Design-Builder's subcontractor's (of any tier) acts, errors, omissions, products and equipment installed, or work, for:

(a) Damage to third party property and damage to Authority property not a part of the Project.

(b) The release of any hazardous substances (except for pre-existing hazardous substances not discovered or made known to Design-Builder prior to such release) on or from the project site or any areas adjacent.

(c) The violation of any applicable legal requirements or applicable permits.

(d) Any claim or allegation that any equipment, materials or information provided constitutes an infringement of any patent, trade secret, trademark, copyright or other proprietary rights of any third party.

(e) Design-Builder's breach of any subcontracts.

(f) The performance of the work or the failure to perform the work by, or on behalf of, Design-Builder or any of its subcontractors.

(g) Goods and services provided by or on behalf of Design-Builder or Design-Builder's vendors.

2. **Indemnification for Design Professional Services.** To the fullest extent permitted by law, Design-Builder shall, at its sole cost and expense, indemnify and hold harmless the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, whether actual, alleged or threatened, that arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Design-Builder, and/or its officers, agents, servants, employees, subcontractors, or their officers, agents, servants or employees (or any entity or individual that Design-Builder 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).

3. Notice and Legal Defense. Promptly after receipt by an Indemnatee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation in connection with an actual or potential Claim from any party as to which any indemnity provided for this Exhibit may apply, the Indemnatee will notify the Authority and Design-Builder in writing of such fact. Any delay in an Indemnatee's notifying Design-Builder of any such claim or notice will not excuse Design-Builder of its obligations hereunder. Upon Design-Builder's receipt of such notice, Design-Builder shall assume, on behalf of the Indemnatee, and conduct with due diligence and in good faith, the defense thereof with counsel reasonably satisfactory to the Indemnatee; provided that the Indemnatee shall have the right at its own expense to be represented therein by advisory counsel of its own selection; and provided further that if the defendants in any such action include both Design-Builder and the Indemnatee, and if the Indemnatee shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to, or inconsistent with those available to Design-Builder, then the Indemnatee shall have the right to select separate counsel to participate in the defense of such action on its own behalf and at Design-Builder's expense.

4. Failure to Defend Action. If any Claim arises as to which any indemnity provided for in this Exhibit may apply, and Design-Builder fails to assume the defense of such Claim promptly after the receipt by Design-Builder of notification thereof, then the Indemnatee against which the claim is instituted or commenced may, at Design-Builder's expense, contest, or (with the prior written consent of Design-Builder, not to be unreasonably withheld) settle, such Claim; provided that no such contest need be made and settlement or full payment of any such Claim may be made without Design-Builder's consent (with Design-Builder remaining obligated to indemnify the Indemnatee under this Exhibit) if, in the written opinion of the Indemnatee's legal counsel, such Claim is meritorious. All costs and expenses incurred by the Authority or the Indemnatee (if different) in connection with any such contest, settlement or payment may be deducted from any amounts due to Design-Builder under this Agreement, with all such costs in excess of the amount deducted to be reimbursed by Design-Builder to the Authority or the Indemnatee (if different) promptly following, but not later than 30 days following, demand therefor. In the event and to the extent that the Authority makes a deduction as described in the preceding sentence, then the Authority shall be responsible for making appropriate payments to any Indemnitees, and shall indemnify Design-Builder for any claims by the Indemnitees arising out of the Authority's failure to make such payments.

5. Survival. The provisions of this Exhibit shall survive termination or expiration of this Agreement.

6. Insurance Not Limiting. The obligations set forth in this indemnification provision shall be in effect without regard to whether or not the Authority, Design-Builder, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims.

**EXHIBIT C**  
**General Provisions**

**SECTION 0. GENERAL PROVISIONS DEFINED**

**0-1 *STANDARD SPECIFICATIONS***

The Work described herein shall be done in accordance with the provisions of the 2015 edition of the Standard Specifications (defined in the Notice Inviting Bids), except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

**0-2 *NUMBERING OF SECTIONS***

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

**0-3 *SUPPLEMENTATION OF STANDARD SPECIFICATIONS***

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

**SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

The provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

**1-2 *TERMS AND DEFINITIONS***

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Airport Designated Representative (ADR) – Person designated by the Manager, Construction Services to have design and/or construction management oversight responsibilities for the project

Agency – The Burbank-Glendale-Pasadena Airport Authority.

Board – The Commission of the Burbank-Glendale-Pasadena Airport Authority.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the

General Provisions, and Special Provisions.

Contractor – Design-Builder.

County – County of Los Angeles, California

Manager, Construction Services - Karen Sepulveda, unless and until written notice of a change in the Manager, Construction Services is given by the Authority to Contractor.

Engineer – Shall be the Engineer of Record

Inspector – An authorized representative of the Authority, assigned by the Authority to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the Authority to test materials and Work involved in the Contract.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the Authority under the terms of the Contract.

### 1-3.3 Institutions

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

<b><u>Abbreviation</u></b>	<b><u>Word or Words</u></b>
AAN .....	American Association of Nurserymen
ACI .....	American Concrete Institute
AGCA .....	Associated General Contractors of America
APWA.....	American Public Works Association
ASME .....	American Society of Mechanical Engineers
CRSI.....	Concrete Reinforcing Steel Institute
CSI .....	Construction Specifications Institute
IEEE.....	Institute of Electric and Electronic Engineers
NEC.....	National Electric Code
NEMA.....	National Electrical Manufacturers Association
NFPA .....	National Fire Protection Association
SSS.....	State of California Standard Specifications, Latest edition, Department of Transportation
SSP .....	State of California Standard Plans, Latest edition, Department of Transportation
CBC .....	California Building Code adopted (and, if applicable, as amended) by the City of Burbank or the City of Los Angeles, or any other building code governing construction and demolition of buildings promulgated by the City of Burbank.

## **SECTION 2. SCOPE AND CONTROL OF THE WORK**

The provisions below shall supplement, but not replace, those provisions in Section 2 of the Standard Specifications.

### **2-2    *ASSIGNMENT***

Any purported assignment without written consent of the Authority shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the Authority and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the Authority opts to consent to assignment, the Authority's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the Authority shall not be effective. Even if the Authority consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

### **2-4    *CONTRACT BONDS***

Subject to the extension specified in the following paragraph, the Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Payment Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractor pursuant to Labor Code Section 1771.2.

Before acceptance of the Project, the Contractor shall submit proof from the Surety that the Performance Bond has been extended for one year after the Notice of Completion. Nothing herein shall abridge or amend Section 6-8.3 of the Standard Specifications or the related provisions in these Contract Documents.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by Authority counsel.

### **2-5    *PLANS AND SPECIFICATIONS***

#### **2-5.1    *General***

In addition to the requirements under Section 2-5.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the ADR. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid Sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall conclusively be deemed to be included in the Bid.

## **2-5.2 Precedence of the Contract Documents**

With regard to Section 2-5.2 in the Standard Specifications, in the event of an actual conflict, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Design-Build Agreement.
4. Addenda.
5. RFP.
6. Instructions to Proposers.
7. Special Provisions
8. General Provisions
9. Construction Drawings and Specifications prepared by Contractor and approved in writing by the Authority
10. Proposal.

## **2-7 *SUBSURFACE DATA***

If the Authority or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the Airport Engineering Office. It is the Contractor's sole responsibility to determine whether such investigations exist, and the Authority makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the Authority, the ADR, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the Authority.

## ***2-9 SURVEYING***

The Contractor shall verify all dimensions on the drawings and shall report to the Authority any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 et seq.). All Project surveying notes and "cut-sheets" are to be provided to the Authority after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall conclusively be deemed to be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

## ***2-10 INSPECTION***

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

## ***SECTION 3. CHANGES IN WORK***

The provisions below shall supplement, but not replace, those provisions in Section 3 of the Standard Specifications.

### ***3-2 CHANGES INITIATED BY THE AGENCY***

The Authority reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the ADR, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

### **3-3    *EXTRA WORK***

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the ADR.

## ***SECTION 4. CONTROL OF MATERIALS***

### **4-1    *MATERIALS AND WORKMANSHIP***

The provisions below shall supplement, but not replace, those provisions in Section 4-1 of the Standard Specifications.

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

#### **4-1.1    Test of Materials**

Except as elsewhere specified, the Authority shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the ADR. All requests for substitution shall be submitted, together with all documentation necessary for the ADR to determine equivalence, no later than ten (10) Days after the contract award, unless a different deadline is listed in the Special Provisions.

Processes or products which differ from the respective processes or products specified in size, capacity, or other physical feature, or which differ in operation, or which are composed of different materials, or which have a different finish, texture, or pattern, shall not be installed in the Work unless complete data covering such products or processes have been submitted to and reviewed by the Authority. Products or processes having a significant deviation from the products or processes specified, in the opinion of the Authority, if installed in the Work without

written approval, will be considered unauthorized substitutions and will be subject to rejection and removal from the Work by and at the expense of the Contractor. Processes or manufactured products designated in the specifications by proprietary name or manufacturer shall be furnished and installed exactly as specified. Therefore, no deviation from the product or process specified will be considered on an "equal" basis unless it can be proved to the satisfaction of the Authority that the substitution is necessary because of a change in the Work, or because such substitution is to the best interest of the Authority.

All capacities, sizes, methods of construction and installation as specified are the minimum which are acceptable regardless of whether such capacities, sizes, or methods of construction and installation are, or are not, specified in any published literature of the manufacturer. The Contractor agrees, in the event that tests show the item does not meet the minimum requirements specified, to remove and replace or alter such Work to the extent necessary to meet the minimum requirements of the item as specified, all at its expense.

## ***SECTION 5 UTILITIES***

The provisions below shall supplement, but not replace, those provisions in Section 5 of the Standard Specifications.

### ***5-1 LOCATION***

The location and existence of any utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the Authority. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the Authority a copy of the Underground Service Alert form. The Contractor shall be responsible for preserving the integrity of the existing utilities at the site.

#### **5-1.3 Entry by Utility Owners**

The right is reserved to the owners of public utilities or franchises to enter the project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the Authority. When the Contract Documents provide for the utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the ADR that the utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective utility owners. Authority employees and agents shall likewise have the right to enter upon the project site at any time and for any reason or no reason at all.



## **5-2 PROTECTION**

If the Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the utility owner or the Authority.

## **5-3 REMOVAL**

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the ADR. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

## **5-4 RELOCATION**

The Contractor shall cooperate fully with all forces of the Authority or other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

## **5-6 COOPERATION**

The Contractor's attention is directed to the fact that Airport and their tenants will be conducting operations at or adjacent to the site Contractor during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other entities, and shall cooperate fully with the Authority to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor. The Design-Build shall ensure the Work area is available for all Airport operational needs outside of the work hours. All systems must be placed back in service at the end of the shift, if required to be utilized by the Authority or its tenants/stakeholders for their normal course of operations.

## **5-7 NOTIFICATION**

The Contractor shall notify the ADR and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction.

# **SECTION 6. PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

The provisions below shall supplement, but not replace, those provisions in Section 6 of the Standard Specifications.

## **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK**

### **6-1.1 Construction Schedule**

In addition to the construction schedule required pursuant to Section 6-1.1 of the Standard Specifications after notification of the contract award and before any start of the Project, the

Contractor shall provide a Design Schedule which identifies design deliverable dates, review durations and all permitting activities. The design and construction schedules shall be combined into a single integrated Project Schedule. The revised project schedule shall be submitted in advance of beginning revised operations, the Contractor shall submit an updated project schedule each week during the course of the project. Progress payments shall be contingent upon the receipt of monthly updated project schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a project schedule to the ADR for review and approval. The Contractor shall make revisions as required by the ADR. The schedule must account for all design work, design reviews, permitting and subcontract work, as well as the work of the Contractor, submittals, coordination with the other Contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Project Schedule when directed by the ADR, or when:

a. A Change Order significantly affects the contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project schedule.

#### 6-1.1.1 Pre-Construction Conference

Prior to the commencement of Work at the site, kick-off conference will be held at the Airport and shall be attended by the Contractor's project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the ADR for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to the ADR, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample/submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.

- 2) Notification of Authority tenants before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining all utility service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of project site, office and storage areas, security, housekeeping, and the Authority's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the Authority representative states is relevant to the meeting.

#### 6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the Authority and the Contractor. The Contractor shall provide a three (3) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed.

#### 6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE*

In addition to the reasons for termination listed in Section 6-5 of the Standard Specifications, which allow termination upon any written notice, the Authority may cancel the Contract for any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-5 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the Authority, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

Furthermore, some of the Authority's projects are funded in whole or in part by funds other than the Authority's general fund. If this Project is funded by such external funds in whole or in part, or if those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the Authority determines at its discretion that no other funding is available for continuation of this Project, the Authority will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The Authority shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the Authority has received in funding from its external source. The Special Provisions may include further details in this regard.

## **6-6 DELAYS AND EXTENSIONS OF TIME**

Unless otherwise agreed in writing, an adjustment to the Contract Time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract Time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract Time.

### **6-6.1 Extensions of Time**

In the event it is deemed appropriate by the Authority to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the Authority. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

### **6-6.2 Payment for Delays**

Notwithstanding any other terms and conditions of the Contract Documents, the Authority shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark-up is agreed upon by the Authority, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the Authority or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the Authority. If a compensable delay is caused solely by the Authority, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the Authority; and (2) provides equitable adjustment, as determined by the Authority, to the Contractor.

## **6-8 COMPLETION, ACCEPTANCE AND WARRANTY**

The Contractor shall complete all Work under the Contract within ninety (90) Calendar Days from the Notice to Proceed. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.

## **6-8.2 Acceptance**

The Project will not be considered complete and ready for issuance of a Notice of Completion until all required Work is completed, the project site is cleaned up in accordance with Section 7-8 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the ADR:

1. All written guarantees and warranties;
2. All "as-builts";
3. Proof from the Surety of the extension of the Performance Bond, as more specifically detailed in Section 2-4 of these General Provisions; and
4. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct Authority personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the ADR in writing.

## **6-8.3 Warranty**

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punch list, the Work shall be deemed to be completed upon the date of the ADR's acceptance of the final item(s) on that punch list.

The Contractor shall repair or replace defective materials and workmanship as required in Section 6-8.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the Authority harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the Authority and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

## **6-9 LIQUIDATED DAMAGES**

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the ADR, and the ADR has certified such completion in accordance with Section 6-8.1 of the Standard Specifications.

### **SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR**

The first paragraph of Section 7-3.1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the Authority and its officials, officers, employees, attorneys, agents, designated volunteers, and independent Contractors in the role of Authority officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the Authority. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The Authority will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-10.

The first sentence of Section 7-8.4.2 shall not be incorporated, and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the ADR.

The first sentence of the second paragraph of Section 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project limits which are not designated for removal (e.g., carpet, finishes, signage, utilities, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

The last paragraph of Subsection 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

Section 7-12 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Otherwise, the provisions below shall supplement, but not replace, those provisions in Section 7 of the Standard Specifications.

#### **7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES**

A noise level limit of 90 dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

#### **7-2 LABOR**

##### **7-2.2.1 Public Work**

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the California Department of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

##### **7-2.2.2 Copies of Wage Rates**

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at the Airport Engineering Office and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

##### **7-2.2.3 Job Site Notices**

The Contractor is required to post job site notices, as prescribed by regulation.

##### **7-2.2.4 Failure to Pay Prevailing Rates**

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is

employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

#### **7-2.2.5 Apprentices**

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Contract.

#### **7-2.2.6 Debarment or Suspension**

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of Contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of Contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the Authority.

#### **7-2.3 Payroll Records**

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Authority of the location of the records. The Contractor has ten (10) Days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the Authority, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

#### **7-2.4 Hours of Labor**

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter



1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

#### **7-2.5 Registration with the DIR**

In accordance with Labor Code Sections 1725.5 and 1771.1, no Contractor or Subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

#### **7-2.6 Compliance Monitoring and Posting Job Sites**

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

#### **7-2.7 Subcontractors**

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written contract between it and each Subcontractor a copy of the provisions in this Section 7-2 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor. Upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify any failure.

#### **7-2.9 Prevailing Wage Indemnity**

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the Authority) the Authority, its officials, officers, employees, agents and independent Contractors serving in the role of Authority officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 7-2 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 7-2.9 shall survive expiration or termination of the Contract.

### **7-3    *LIABILITY INSURANCE***

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 7-3 of the Standard Specifications, as modified below.

#### **7-3.1.1 Additional Insureds**

The Authority and its officials, officers, employees, attorneys, agents, designated volunteers, and independent Contractors in the role of Authority officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the Authority.

#### **7-3.1.2 No Limitation on Indemnity**

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

#### **7-3.1.3 Replacement Insurance**

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the Authority may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the Authority, from payments due the Contractor. This shall be in addition to all other legal options available to the Authority to enforce the insurance requirements.

#### **7-3.1.4 Certificates of Insurance with Original Endorsements**

The Contractor shall submit to the Authority certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements may be executed on the Authority's standard forms titled "Additional Insured Endorsement," copies of which are provided in the Contract Documents, or on any other form that contains substantially the same terms and is approved by the Authority's Risk Manager. In any case, the endorsements must specifically name the Burbank-Glendale-Pasadena Airport Authority and its officials, officers, employees, attorneys, agents, designated volunteers, and independent Contractors in the role of Authority officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the Authority at all times during the term of this Contract. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

### 7-3.1.5 Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

### 7-3.2 General Liability Insurance

Instead of the minimum limits listed in Section 7-3.2 of the Standard Specifications, the coverage shall provide the following minimum limits:

<b>Insurance Coverage Requirements</b>	<b>Limits of Liability</b>
Comprehensive General Liability Aggregate Limit	\$5,000,000.00
Products/Completed Operations Hazard Aggregate Limit	\$5,000,000.00
Bodily Injury Limit	\$5,000,000.00
Property Damage Limit	\$5,000,000.00
Professional Liability	\$5,000,000.00
Each Occurrence	\$5,000,000.00

### 7-3.3 Workers' Compensation Insurance

The Workers' Compensation insurance shall have a minimum limit of One Million dollars (\$1,000,000.00) or the amount required by law, whichever is greater.

### 7-3.4 Automobile Insurance

Instead of the minimum limits listed in Section 7-3.4 of the Standard Specifications, the automobile insurance shall have a minimum limit of Five Million dollars (\$5,000,000.00) per claim and occurrence and Five Million dollars (\$5,000,000.00) in the aggregate for bodily injuries or death of one person and Five Million dollars (\$5,000,000.00) for property damage arising from one incident.

7-3.5 If required by the Authority, Contractor shall also provide the following policy(ies) of insurance:

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## 7-4 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 7-3.1 of the Standard Specifications.

### 7-4.1 Contractor's Duty

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the Authority, protect, indemnify, and hold harmless the Authority and its officials, officers, employees, volunteers, attorneys, agents (including those Authority agents serving as independent Contractors in the role of Authority representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or

damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

#### **7-4.2 Civil Code Exception**

Nothing in this Section 7-4 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the Authority's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

#### **7-4.3 Nonwaiver of Rights**

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the Authority, or the deposit with the Authority, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

#### **7-4.4 Waiver of Right of Subrogation.**

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

#### **7-4.5 Survival**

The provisions of this Section 7-4 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by state law, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a

condition precedent to an Indemnatee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnatee's right to recover under this indemnity provision.

#### **7-5 PERMITS**

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the Authority, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the Authority with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies.

#### **7-7 COOPERATION AND COLLATERAL WORK**

The Contractor shall be responsible for coordinating all Work with the Authority's street sweeping, trash pick-up, and street maintenance Contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

#### **7-8 WORKSITE MAINTENANCE**

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the project site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the ADR, the cleaning will be done or contracted by the Authority and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within project site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary storage areas not afforded on premises.. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic may be restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the Authority will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

#### **7-10 SAFETY**

The provisions below shall supplement but not replace those provisions in Subsection 7-10 of the Standard Specifications.

##### **7-10.3 Haul routes**

Subsection 7-10.3 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the ADR's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

##### **7-10.5.3 Steel Plate Covers**

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers meeting FAA requirements.

#### **7-15 RECYCLING OF MATERIALS**

Subsection 7-15 is hereby added to the Standard Specifications as follows:

##### **7-15.1 Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required**

The records of disposal, including scale tonnages, shall be furnished to the Authority on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

##### **7-15.2 Contractor's Obligation**

The Authority is committed to a recycling program. If available, it is the obligation of the Contractor, under this Contract, to recycle the waste material through an approved recycling plant. Records and reports of waste recycle will be submitted to the Authority on a regular monthly basis.

## ***SECTION 8. FACILITIES FOR AGENCY PERSONNEL***

The provisions of Section 8 of the Standard Specifications shall apply except as modified herein. No field offices for Authority personnel shall be required; however, Authority personnel shall have the right to enter upon the Project at all times. Please note there is no field office location available for the Contractor near the project work area. Contractor

## ***SECTION 9. MEASUREMENT AND PAYMENT***

The provisions below shall supplement, but not replace, those provisions in Section 9 of the Standard Specifications.

### **9-1.2 Methods of Measurement**

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the ADR.

### **9-3 PAYMENT**

#### **9-3.1 General**

In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the Authority will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

#### **9-3.2 Partial and Final Payment**

##### **9-3.2.1 Monthly Closure Date and Invoice Date**

In accordance with Section 9-3.2 of the Standard Specifications, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the ADR before the tenth (10th) Day of the following month for verification and payment consideration.

##### **9-3.2.2 Payments**

The Authority shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The Authority shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

### **9-3.2.3 Retention**

The Authority shall withhold five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the Authority Commission finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The Authority shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 9-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not longer than the period permitted by Public Contract Code Section 7107.

### **9-3.2.4 Final Invoice and Payment**

Whenever the Contractor shall have completely performed the Contract in the opinion of the ADR, the ADR shall notify the Manager, Construction Services that the Contract has reached substantial completion and subsequently been completed in its entirety. The Contractor shall then submit to the ADR a written statement of the final Work of Contract items for inclusion in the final invoice. Upon receipt of such statement, the ADR shall check the Work included therein and shall authorize a payment amount, which in the ADR's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The ADR shall then request that the Authority accept the Work and that the Manager, Construction Services be authorized to file, on behalf of the Authority in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

### **9-3.2.5 Substitute Security**

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the Authority from progress payments when such payments become due or, in the alternative, the Contractor may request that the Authority make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

#### **9-3.2.5.1 Substitution of Securities for Performance Retention**

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the Authority in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the Authority ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the Authority or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to



receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the Authority, deposit with the Authority or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the Authority or escrow agent is equivalent or greater in value than the amount of retention the Authority would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The Authority shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the Authority has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the Authority is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The Authority shall, within its sole discretion, determine whether the amount of the securities on deposit with the Authority or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the Authority if the Contractor had not elected to substitute same with securities.

#### **9-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent**

As an alternative to the substitution of securities, as provided above, or the Authority otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the Authority to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 9-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 9-3.2.5.3 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the Authority would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

#### **9-3.2.5.3 Subcontractor Entitlement to Interest**

If the Contractor elects to receive interest on any moneys withheld in retention by the Authority, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to

each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

#### **9-3.2.5.4 Securities Eligible for Investment**

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the Authority. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

#### **9-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention**

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

#### **9-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements**

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

### **9-4 AUDIT**

The Authority or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the Authority as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 et seq.) request. The Contractor will promptly furnish documents requested by the Authority at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the Authority or as part of any audit of the Authority, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 9-4 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the Authority. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

## **SECTION 10. ADDITIONAL TERMS**

### **10-1 NONDISCRIMINATORY EMPLOYMENT**

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

## ***10-2 NOTICE TO PROCEED***

Upon award of this Contract and signing the Contract Documents, the Authority shall issue the Contractor a Notice to Proceed. The Authority will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

## ***10-3 CONTRACTOR'S RESPONSIBILITY FOR WORK***

Until the final acceptance of the Work by the Authority as defined in Section 6-8.2 of the General Provisions, by written action of the ADR, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the Authority, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

## ***10-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY***

Any portions of curb, gutter, sidewalk or any other Authority facility damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional repairs, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at a negotiated price.

## ***10-5 REMOVAL OF INTERFERING OBSTRUCTIONS***

The Contractor shall remove and dispose of all debris, abandoned structures, obstructions of any character encountered during the process of renovation. It is understood that the cost of any such removals are made a part of the lump sum price bid by the Contractor under the item for removal of existing Work.

## ***10-6 SOILS ENGINEERING AND TESTING***

A certified materials testing firm may be retained by the Authority to perform materials tests during the Contractor's entire operation to ascertain compliance with the contract requirements. The Authority shall be responsible for the first series of tests. If the initial tests do not meet the contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the Authority requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

#### **10-7 ACCESS TO PRIVATE PROPERTY**

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

#### **10-8 WORKING DAYS AND HOURS**

The Contractor shall do all Work between the hours of 9 p.m. to 5 a.m., with no restriction on days of the week. No work shall be performed outside of these hours without the express written permission of the Authority. The Airport is a 24-hour facility, and the Contractor must coordinate their efforts to minimize operational impacts even during these hours. The area must be fully available for operations during non-working hours for the Contractor. No Work will be allowed on Authority holidays, which are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, unless approved in writing by the Authority.

In addition, no Work will be allowed on any special Election Day that may be declared. Should a special Election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall be reconciled with the hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the ADR so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

#### **10-9 CLAIM DISPUTE RESOLUTION**

In the event of any dispute or controversy with the Authority over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

#### ***10-10 THIRD PARTY CLAIMS***

The Authority shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The Authority shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The Authority shall be entitled to recover its reasonable costs incurred in providing this notice.

#### ***10-11 COMPLIANCE WITH LAWS***

The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

#### ***10-12 CONTRACTOR'S REPRESENTATIONS***

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

#### ***10-13 CONFLICTS OF INTEREST***

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 6-8.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the Authority on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

#### ***10-14 APPLICABLE LAW***

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Los Angeles County Superior Court.

#### ***10-15 TIME***

Time is of the essence in these Contract Documents.

#### ***10-16 INDEPENDENT CONTRACTOR***

The Contractor and Subcontractors shall, at all times remain, as to the Authority, wholly independent Contractors. Neither the Authority nor any of its officials, officers, employees or

agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the Authority in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the Authority, bind the Authority in any manner, or otherwise act on behalf of the Authority as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the Authority. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the Authority harmless from any and all taxes, assessments, penalties, and interest asserted against the Authority by reason of the independent Contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

#### ***10-17 CONSTRUCTION***

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

#### ***10-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES***

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the Authority of any payment to the Contractor constitute or be construed as a waiver by the Authority of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the Authority shall in no way impair or prejudice any right or remedy available to the Authority with regard to such breach or default.

#### ***10-19 TERM***

The Contract is effective upon execution and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the Authority. However, some provisions may survive the term listed within this Section, as stated in those provisions.

#### ***10-20 NOTICE***

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the Authority's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the address listed on the Contractor's Bid and to the Airport Engineering Office, or at such other address as one party may notify the other.

#### ***10-21 SEVERABILITY***

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

### **END OF GENERAL PROVISIONS**

**EXHIBIT D**  
**Special Provisions**

**SECTION 1. LIQUIDATED DAMAGES**

**1-01 Project Completion**

If the Contractor fails to complete the Work within the period specified below, the Contractor shall pay the Authority the sum of \$1,000 per day as liquidated damages (but not as a penalty) for each consecutive Day (or portion of a Day) after expiration of such period until the Work is completed, as determined by the ADR. There are two milestone dates subject to liquidated damages:

- 1) Milestone 1 – 143 calendar days from Notice to Proceed. Substantial Completion of all Work in accordance with the permitted plans within Area 1 as defined in the Conceptual Drawing.
- 2) Milestone 2 – 192 calendar days from Notice to Proceed. Substantial Completion of all remaining Work in accordance with the permitted plans.

**1-02 Liquidated Damages Regarding Return to Normal Airport Operations**

The Contractor shall pay the Authority as liquidated damages (but not as a penalty): (i) the sum of One Thousand Dollars (\$1,000) for the first fifteen (15) minute period of each morning that the work area has not been sufficiently turned over for Airport operations by 5 a.m.; (ii) an additional One Thousand Dollars (\$1,000) for the second fifteen (15) minute period of each morning that the work area is not opened at the listed time; and (iii) an additional One Thousand Dollars (\$1,000) per hour (or portion of an hour) thereafter of each morning that the work area is not opened for operations at the listed time.

**1-03 Cost Breakdown**

The Contractor shall within five (5) calendar days of the Notice to Proceed, submit to the ADR an approved breakdown showing the values of the various parts of the Work aggregating the total Contract price, but divided so as to facilitate the accounting of sums due Subcontractors. Taxes of all kinds, overhead, insurance, profit and general expense shall be included in each item.

The breakdown shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction and also verifying unit costs contained in change orders. The format of the breakdown shall be in accordance with the requirement listed in the RFP which, at a minimum, identifies the cost for design, completion of all Area 1 Work, and the remainder of all work in the Project.

**1-03 Incursions**



The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law and directions of the ADR. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. Access on or near runways, taxiways, or the Security Identification Display Area ("SIDA") is absolutely prohibited, except with continuous escort by an authorized agent of the Authority. The Contractor shall pay the Authority as liquidated damages (but not as a penalty) the sum of Five Thousand Dollars (\$5,000) per instance of unapproved vehicular incursion or access on a runway, taxiway, or SIDA. This provision is limited to damages for disruption in airport operations and/or security. This provision shall not apply to any damages to property or personal injury arising out of any incursion, and the Contractor shall be fully liable for the full amount of all of such damages.

#### **1-04 Traffic Safety**

The Contractor shall keep the work site, and adjacent areas, in a neat, clean and orderly manner. If there exists a situation which is deemed unsafe for vehicle or pedestrian traffic, the ADR may stop the Work and order the appropriate corrective action at no additional expense to the Authority. If the Contractor fails to remedy the deficiency in a reasonable time frame, the Authority may clean or make whatever changes are necessary to the site using its own forces, and may charge the Contractor for associated expenses. In addition, the Contractor shall pay the Authority as liquidated damages (but not as a penalty) the sum of One Hundred Dollars (\$100.00) per hour until the remediation work is complete.

#### **1-05 Acknowledgements**

Liquidated damages are cumulative for each item. The Authority shall not be liable to the Contractor or any Subcontractor for any losses or damages incurred by the Contractor or any such Subcontractor arising from the Contractor's, or any such Subcontractor's inability to complete the Work prior to the expiration of the construction period.

The parties agree that the Authority would suffer substantial damages as the result of any delays by the Contractor in completing the items described above within the applicable time periods specified above, and that it would be impracticable or extremely difficult to fix the actual amount of damages caused by such delays. Therefore, the parties agree that the above amounts are reasonable approximations of the actual damages to be suffered by the Authority by reason of any such delays.

### ***SECTION 2. FIELD ACCESS IDENTIFICATION PROGRAM***

#### **2-01 Applications**

This project will require badging for some key personnel assigned.

The following information must be provided to the Authority before any type of field access badge may be issued:

1. List of company officials with samples of its signatures who may authorize production of new badges and the reissue of expired badges.

2. Company phone numbers for verification purposes.
3. List of all employees and dates of hire who will need field/ramp access I.D. cards.
4. A brief description of the area where access is required.
5. All employees requiring unescorted access and vehicle driving privileges to the worksite must submit to a criminal history records check a minimum of two weeks prior to the project start date. Applicants who successfully complete the criminal history check will need to schedule a two-hour airport security and driver's training class with Airport Operations. Applicants will be badged upon successful completion of this class and will be eligible to escort other employees on the work site.

The Contractor shall bear all expense associated with processing employees through the Criminal History Records Check and Badging (currently \$60/Applicant, fingerprinting \$30/Applicant). Contact the Administrative Specialist at (818) 840-8833 for more information.

6. An applicant information form approved by the manager listed in item (1) one for each employee.

Employees that are approved to have an I.D. card must show a current Driver's License before processing can begin.

Photos for I.D. cards are taken Monday through Friday 8:00 a.m. to 4:00 p.m. and will be issued at that time.

At the completion of the project all badges issued to Contractor or Subcontractor shall be returned to Airport Badging/Security Office. Failure to return the Identification Badge will result in forfeiture of retention payment in the amount of \$150.00 per badge not returned.

## 2-02

The Contractor will have a specified number of access points to the work area that may be subject to change at the discretion of the ADR. The Contractor is responsible for the security of any specified access points. If the Contractor wishes to use a gate guard to secure a gate or doorway, the guard must be badged under the responsibility of the Contractor, and approved in writing from Airport Security prior to this activity. If at any time, airport security of the gate is compromised because of Contractor or a Subcontractor personnel's dereliction of duty, the Project will be shut-down until investigation is complete and the Operations Department Representative instructs personnel to resume construction activity. The Contractor and Subcontractor personnel must abide by Airport, FAA, TSA, local laws, rules and regulations. Failures to do so will subject the individual to Violation Enforcement Program established by the Authority and possible criminal prosecution.

## 2-03 Vehicles

Gate access and driving privileges on the AOA must be approved by the ADR or his/her designated representative. The field driving privilege is contingent upon compliance with all

rules and regulations as stipulated by the Authority. Infractions of the Motor Vehicle Rules and Regulations of the Authority will result in an immediate escort off of airport property and may result in the assessment of runway/taxiway incursion liquidated damages, as specified above.

### ***SECTION 3. REQUIRED SECURITY TRAINING***

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

1. Security training pursuant to Part 1542 must be received by sufficient personnel to ensure that at least one individual who has received the training is present at the job site at all times.
2. Security training is offered by the Airport Badging/Security Office and can be coordinated by contacting the Manager, Airport Security or an Operations Duty Supervisor.

### ***SECTION 4. AIRPORT RULES AND REGULATIONS***

The Contractor shall abide by the rules, regulations and requirements of the Authority. The Contractor shall also abide by the directions of the ADR, as well as by applicable regulations of the FAA.

### ***SECTION 5. FIELD ENGINEERING***

The Contractor shall provide and pay for field engineering services required by the Contractor for the Project. It shall include survey work and other professional engineering services specified or required to execute the Contractor's construction methods. The ADR will identify existing control points indicated on the drawings or as required. All control points shall be preserved during the Project. If any points are disturbed by the Contractor, the Contractor shall reestablish them at its own cost. The Contractor shall maintain a complete and accurate log of all control and survey work as it progresses.

### ***SECTION 6. QUALITY CONTROL/QUALITY ASSURANCE***

#### **6-01 Quality Control**

Quality Control is the inspection, analysis, and control over what is being done, manufactured, or fabricated, so that the specified level of quality is achieved and maintained. The Contractor has the sole responsibility for all Quality Control of the work. The Contractor shall hire and pay for an independent firm that will perform inspections, tests, and other quality control services required by the ADR. Employment of testing laboratory shall in no way relieve Contractor of its obligation to perform Work in accordance with requirements of Contract Documents.

#### **6-02 Quality Assurance**

Quality Assurance is the inspection, testing, and other relevant actions taken by an owner or its representative to ensure that the desired level of quality is in accordance with the applicable standards or specifications for the product or work. The Authority will test or observe at its

discretion to see that the specified standards of the specifications and Governing Agencies are met by the Contractor.

## ***SECTION 7. SAFETY***

### **7-01 General**

The provisions of this safety and security plan and associated procedures are applicable within the boundaries of the Airport. A complete understanding of all procedures and requirements contained herein is required to ensure safety during construction. This safety plan is a part of this Agreement and deviations from the requirements established herein will be sufficient cause for contract termination.

Required reference material associated with this safety plan includes the following FAA advisory circulars (or the most recent edition of such item):

FAA AC 150/5200 18C, Airport Safety Self-Inspection

FAA AC 150/5210-5B, Painting, Marking and Lighting of Vehicles Used on an Airport

FAA AC 150/5370 2E, Operational Safety on Airports During Construction

FAA AC 150/5370-13A, Offpeak Construction of Airports Using Hot-Mix Asphalt

Copies of these documents are available on the FAA website:  
[http://www.faa.gov/airports\\_airtraffic/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/).

### **7-02 Contractor Safety Officer Appointment**

The Contractor shall appoint its on-site Construction Superintendent or other qualified individual(s) as its duly authorized representative to serve as Contractor Safety officer (CSO) for the duration of the contract. The CSO shall thoroughly understand the safety and security requirements of this Agreement, the necessity for them and shall have sufficient authority to implement its provisions without significant deviation. The Contractor shall notify the ADR in writing of the name of the individual(s) selected for the assignment.

The CSO shall represent the Contractor on safety and security requirements compliance. The CSO shall be especially knowledgeable regarding the requirements of FAA AC's 150/5200 18, Airport Self Inspection Guide and 150/5370 2 Operational Safety on Airports During Construction, latest edition.

### **7-03 Contractor Safety Officer Responsibilities**

Prior to the desired date for commencement of the Work, the CSO shall accomplish the following:

1. Develop and submit in writing a detailed work sequence schedule with dates and times specified for all milestone events. This sequence schedule shall conform, as a minimum, to the

events specified in Section 7-04 below, and shall be subject to the approval of the ADR. To assure adequate time for coordination, this document shall be submitted at least one week prior to the date of the preconstruction conference.

2. Develop and submit in writing a detailed outline of the procedures to be followed to maintain safety and security of both Contractor operations and the integrity of airport landside and airside operations during the prosecution of contract work. This plan shall detail, in addition, the procedures to be followed in the event of an accident or fire involving Contractor personnel and the Contractor's efforts to maintain fire protection and security. These procedures shall be subject to the approval of the ADR and reflect any change as may be deemed necessary.

3. Conduct at least one meeting of all Contractor supervisory personnel prior to the start of the Work. The purpose of this meeting is to review the approved work sequence schedule and safety and security procedures. Attendance at this meeting by the CSO, all Contractor supervisory personnel and the ADR is mandatory. This meeting shall also be open to other employees of the Contractor and others as the ADR may deem appropriate. Minutes of this meeting shall be taken by the CSO, copies provided to each supervisor and kept on file in the Contractor's construction office for periodic review and updating.

4. Develop a safety and security orientation program and provide a briefing for all employees of the Contractor and Subcontractors that will be used on the project. A similar briefing will be given to new employees prior to their use on the Work. In addition, the CSO shall be responsible for briefing, from time to time, all Contractor personnel on any changes to safety and security measures deemed necessary.

#### **7-04 Construction Sequencing**

The Contractor shall prepare a construction schedule along with each submittal from 60% through final permitted plans..

The Contractor shall acquaint its supervisors and employees with the sequence of construction and the relationship to airport activity and aircraft operations that are inherent to this airport. No tenant, airport, TSA or other areas shall be closed without the written approval of the ADR, and only if necessary to perform the work

The Contractor shall contact the ADR a minimum of ten (10) days prior to any requested closing.

The ADR will arrange for an inspection prior to return to service of any facility, that has been closed for work, on or adjacent thereto, or that has been used to access the site. by the Contractor.

#### **7-05 Marking and Lighting**

Proper marking and lighting of areas associated with the construction shall be the responsibility of the Contractor. This will include properly marking and lighting of aprons, the limits of construction, material storage areas, equipment storage areas, haul routes, parking areas and other areas defined as required for the Contractor's use. The Contractor shall erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day and

night use. Temporary barricades, flagging, and flashing warning lights shall be required at critical access points. The type and location of marking and warning devices will be approved by the ADR.

Special emphasis shall be given to open trenches, excavations, heavy equipment marshalling areas, and stockpiled material located in the airport operations area, which shall be predominantly marked by the Contractor with flags and lighted by approved light units during hours of restricted visibility and darkness. All marking shall be in accordance with FAA Advisory Circular (AC) 150/5340 1J or latest edition.

#### **7-06 Traffic Control**

The Contractor shall establish and maintain a list of Contractor and Subcontractor vehicles authorized to operate on the site. Contractor employee vehicles shall be restricted to the Contractor's staging area and are not allowed in the AOA at any time. To be authorized to operate on the airport, each Contractor or Subcontractor's vehicle shall:

1. Be marked/flagged for high daytime visibility and lighted for nighttime operations. Vehicles that are not marked and/or lighted shall be escorted by a vehicle appropriately marked and/or lighted. Vehicles requiring escort shall be identified on the list.
2. Be identified with the name and/or logo of the Contractor and be of sufficient size to be identified at a distance. Vehicles needing intermittent identification could be marked with tape or with commercially available magnetically attached markers. Vehicles that are not appropriately identified shall be escorted by a vehicle that conforms to this requirement. Vehicles requiring escort shall be identified on the list.
3. Be operated in a manner that does not compromise the safety of either landside or airside airport operations. If, in the opinion of the ADR, any vehicle is operated in a manner not fully consistent with this requirement, the ADR has the right to restrict operation of the vehicle or prohibit its use on the airport.

#### **7-07 Construction Site Access.**

The Contractor's access to the site shall be determined prior to the start of construction, and shall have reasonable access to the work area. No other access points shall be allowed unless approved by the ADR. All Contractor traffic authorized to enter the site shall be experienced in the route or guided by Contractor personnel. The Contractor shall be responsible for traffic control to and from the various construction areas on the site, and for the operation and security of the access gate to the site. A Contractor's flagman or traffic control person shall monitor and coordinate all Contractor traffic at the access gate with Airport Security. The Contractor shall not permit any unauthorized construction personnel or traffic on the site. Access gates to the site shall be locked and secured at all times when not attended by the Contractor. If the Contractor chooses to leave any access gate open, it shall be attended by Contractor personnel who are familiar with the requirements of the Airport Security Program. The Contractor is responsible for the immediate cleanup of any debris deposited along the access route as a result of construction traffic. Directional signing from the access gate along the delivery route to the

storage area, plant site or work site shall be as directed by the ADR. In addition, the following requirements are applicable:

1. All Contractor traffic authorized to travel on the airport shall have been briefed as part of the Contractor's construction safety and security orientation program, be thoroughly familiar with the access procedures and route for travel or be escorted by personnel authorized by the CSO.
2. The Contractor shall install work site identification signs at the authorized access point(s). If, in the opinion of the ADR, directional signs are needed for clarity, they shall be installed along the route authorized for access to each construction site.
3. Under no circumstance will Contractor personnel be permitted to drive their individually owned vehicles to any construction site within the AOA. All vehicles must be parked in the area designated for employee parking.
4. In addition to the inspection and cleanup required at the end of each shift, the Contractor is responsible for the immediate cleanup of any debris generated along the construction site access route(s) as a result of construction related traffic or operations whether or not created by Contractor personnel.
5. Passenger safety, and the safety of any individual who may have access to the work area or areas adjacent are of utmost importance. Every effort must be made to limit non-authorized access into the area of work at all times.

#### **7-08 Material Suppliers**

All material suppliers, Subcontractors and visitors to the work site are obligated to follow the same safety and security operating procedures as the Contractor. All material suppliers shall make their deliveries using the same access points and routes as the Contractor and shall be advised of the appropriate delivery procedures at the time the materials order is placed. The Contractor shall not use the Airport address for any delivery but shall use the street address appropriate to the location of the entrance of the work site. If it is not practical to conform to the vehicle identification requirements and the safety and security operations program requirements, the Contractor shall be prepared to escort all suppliers, Subcontractors and visitors while they are on the airport.

#### **7-09 Personnel Identification.**

All employees, agents, vendors, invitees, etc. of the Contractor or Subcontractors requiring access to the construction site shall, conform to the Security Program. The Contractor is required to remove all materials and equipment not approved to stay within the work area at the end of each shift. At the end of the project all badges issued to personnel necessary to facilitate the Work shall be returned to the Authority prior to final payment.

#### **7-10 General Safety Requirement**

All Contractor vehicles that are authorized to operate on the airport outside of the designated construction area limits or haul routes as defined herein shall display in full view above the vehicle a flashing amber (yellow) dome-type light or a three foot by three foot, or larger, orange and white checkerboard flag, each checkerboard color being one foot square. Vehicles must be under control of a Contractor mobile (two-way) radio operator (flagmen) monitoring the Airport frequency. Vehicle operators must be vigilant for conflict with any aircraft and give way to any operating aircraft.

Construction vehicles not in use for extended periods during the work day, or during nights and weekends (nonwork periods) shall be parked away from active runways, taxiways, and aprons in designated vehicle marshalling areas.

#### **Contractor7-10          Construction Control**

A primary and alternate responsible Contractor's representative shall be designated by the Contractor. The Contractor's representatives shall be available locally on a 24-hour basis. Names of the primary and alternate, including phone number, shall be made available to the ADR by the Contractor. The Contractor shall insure that the names and phone numbers are kept current and made available to the ADR.

#### **7-11   Construction Techniques**

Construction shall be planned and conducted throughout this project in such a manner as to allow the maintenance of completely safe airport operations. Every effort shall be made to reduce the impact of construction activity on overall airport operations. To this end the Contractor's activities shall be conducted in such a manner so as to preclude, except where absolutely required, open excavations, trenches, ditches and above ground obstacles such as booms on cranes or obstacle markers such as wooden saw horses. The primary responsibility for assuring that the safest possible construction techniques are followed rests with the Contractor.

### **END OF SPECIAL PROVISIONS**



**EXHIBIT E**  
**Non-AIP Project Federal Requirements**

**1. General Civil Rights Provisions**

Design-Builder 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 Design-Builder 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. Civil Rights – Title VI Assurance**

During the performance of this contract, Design-Builder, for itself, its assignees, and successors in interest (hereinafter referred to as the “Design-Builder”) agrees as follows:

A. **Compliance with Regulations:** Design-Builder 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:** Design-Builder, 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. Design-Builder 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 Design-Builder 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 Design-Builder of Design-Builder’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. **Information and Reports:** Design-Builder 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, Design-Builder 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 Design-Builder’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 Design-Builder under the contract until Design-Builder complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions:** Design-Builder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Design-Builder 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 Design-Builder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Design-Builder may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Design-Builder 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, Design-Builder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Design-Builder") 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 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. Design-Builder has full responsibility to monitor compliance to the referenced statute or regulation. Design-Builder 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. Design-Builder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Design-Builder 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). Design-Builder 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. All superintendents on the Project must provide proof of OSHA 10-Hour Training Certification.



Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (810) 832-8240

## PERFORMANCE BOND

Bond Number: 070215705  
Premium: \$2,082.00

KNOW ALL MEN BY THESE PRESENTS, that we

VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY, as principal (the "Principal"),  
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the  
"Surety"), are held and firmly bound unto BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

, as obligee (the "Obligee"), in  
the penal sum of \*\*THREE HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED EIGHTY THREE AND NO/100\*\*

Dollars (\$ \*\*385,583.00\*\*),  
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the 21st day of March, 2022,  
entered into a contract (the "Contract") with the Obligee for

Runway 8 Precision Approach Pathway Indicators Relocation Project

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and  
faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and  
effect.

### PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee  
having performed the Obligor's obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly:
  - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
  - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent  
contractors; or
  - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and  
conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects,  
upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a  
contract between such bidder and the Obligee, and make available as work progresses (even though  
there should be a default or a succession of defaults under the contract or contracts of completion  
arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the  
contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term  
"balance of the contract price," as used in this paragraph, shall mean the total amount payable by the  
Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid  
by the Obligee to the Principal; or
  - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with  
reasonable promptness under the circumstances:
    - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as  
practicable after the amount is determined, tender payment therefor to the Obligee; or
    - b. Deny liability in whole or in part and notify the Obligee citing reasons therefor.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligor for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligor by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligor.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract or such time period as otherwise permitted by relevant statute. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 9th day of March, 2022.

WITNESS/ATTEST:

VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY

Principal

By:  (Seal)

Name: Robert Bell  
Title: Executive Vice President

LIBERTY MUTUAL INSURANCE COMPANY

(Surety),

By:  (Seal)

Attorney-In-Fact, Karen Amin

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sacramento }

On March 10, 2022 before me, Carol L. Whaley, Notary Public,  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer  
Executive Vice President  
(Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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

## ACKNOWLEDGMENT

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

State of California

County of San Joaquin

On March 9, 2022 before me, Jennifer Loper, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)







Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

## PAYMENT BOND

Bond Number: 070215705

Premium: Included In Conjunction with Performance Bond  
KNOW ALL MEN BY THESE PRESENTS, that we

VELLUTINI CORPROATION DBA ROYAL ELECTRIC COMPANY, as principal (the "Principal"),  
and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"),  
are held and firmly bound unto BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

, as obligee (the "Obligee"),  
in the penal sum of \*\*THREE HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED EIGHTY THREE AND NO/100\*\*

Dollars (\$ \*\*385,583.00\*\* ),  
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 21st day of March, 2022,  
entered into a contract (the "Contract") with the Obligee for

Runway 8 Precision Approach Pathway Indicators Relocation Project

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly  
make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for  
use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full  
force and effect.

### PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
  - (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety. The Principal may be served at any place where an office is regularly maintained for the transaction of business, or in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. The Surety may be served to the attention of The Surety Law Department at the above-listed address.
  - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) following the date on which the Subcontractor provided the last labor and/or materials to the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

4. Surety shall have no liability to any Claimant under this Bond for any amount unless it is due and owing to the Claimant by the Principal pursuant to the express terms of the contract between the Principal and Claimant or, if the Claimant does not have a direct Contract with Principal, pursuant to the terms and conditions of the Contract between the Claimant and the Subcontractor to the Principal. The Bond incorporates all of the Principal's contractual defenses, including but not limited to pay-if-paid provisions, whereby payment to the Claimant is subject to the condition precedent of the Obligor's payment to the Principal, and other limitations on amounts due under the Contract between Principal and Claimant.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by the Surety of mechanics' liens, which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

DATED as of this 9th day of March, 20 22.

WITNESS / ATTEST:

VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY

(Principal)

By:  (Seal)

Name: Robert C. Bell  
Title: Executive Vice President

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:  (Seal)

Attorney-in-Fact, Karen Amin

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sacramento }

On March 10, 2022 before me, Carol L. Whaley, Notary Public,  
(Here insert name and title of the officer)

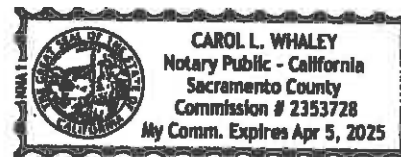
personally appeared Robert C. Bell,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) (s) are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their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

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

WITNESS my hand and official seal.

Carol L. Whaley  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer  
Executive Vice President  
(Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
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  - ❖ Indicate title or type of attached document, number of pages and date.
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State of California

County of San Joaquin

On March 9, 2022 before me, Jennifer Loper, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8197947 - 969440

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel M. Connolly, Karen Amin, Jennifer Luper, David Schnapp

all of the city of Lodi state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of November, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 8th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of March, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day