



April 26, 2022

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

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Wednesday, April 27, 2022, at 8:30 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

Special Meeting of Wednesday, April 27, 2022

8:30 A.M.

The public comment period is the opportunity for members of the public to address the Commission on agenda items. 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.*



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

AGENDA

Wednesday, April 27, 2022

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. ITEMS FOR COMMISSION APPROVAL
 - a. Replacement Passenger Terminal Program Manager Substitution – **[See page 1]**
AECOM Contract Termination; Jacobs Project Management
Contract Award and Task Order Authorization
6. ADJOURNMENT

COMMISSION NEWSLETTER

Wednesday, April 27, 2022

[Regarding agenda items]

5. ITEMS FOR COMMISSION APPROVAL

- a. REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER SUBSTITUTION – AECOM CONTRACT TERMINATION; JACOBS PROJECT MANAGEMENT CONTRACT AWARD AND TASK ORDER AUTHORIZATION.
A staff report is included in the agenda packet. Staff seeks the Commission's approval of a substitution of the program management firm for the Replacement Passenger Terminal Program. The proposed substitution involves termination of a Professional Services Agreement ("PSA") with AECOM Technical Services, Inc. ("AECOM") and award of a PSA to Jacobs Project Management Co. ("Jacobs"). The proposed PSA with Jacobs will be Task Order-based (same as with AECOM), have a five-year term, and have a \$42 million contract limit. Staff also seeks the Commission's authorization for one initial Task Order with Jacobs. Collectively, approval of the proposed substitution involves the following actions:
 1. Termination of the AECOM PSA, copy attached as Exhibit 1, for convenience.
 2. Award of a PSA, copy attached as Exhibit 2, to Jacobs.
 3. Authorization of a Task Order, copy attached as Exhibit 3, for Jacobs.
 - Task Order 1: Assumption of Program Management Services and Completion of Phase 1 Deliverables
 - \$1,419,896

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 27, 2022**

**REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER SUBSTITUTION
AECOM CONTRACT TERMINATION
JACOBS PROJECT MANAGEMENT CONTRACT AWARD
AND TASK ORDER AUTHORIZATION**

Presented by
Frank R. Miller
Executive Director

SUMMARY

Staff seeks the Commission's approval of a substitution of the program management firm for the Replacement Passenger Terminal ("RPT") Program. The proposed substitution involves termination of a Professional Services Agreement ("PSA") with AECOM Technical Services, Inc. ("AECOM") and award of a PSA to Jacobs Project Management Co. ("Jacobs"). The proposed PSA with Jacobs will be Task Order-based (same as with AECOM), have a five-year term, and have a \$42 million contract limit. Staff also seeks the Commission's authorization for one initial Task Order with Jacobs. Collectively, approval of the proposed substitution involves the following actions:

1. Termination of the AECOM PSA, copy attached as Exhibit 1, for convenience.
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 - Task Order 1: Assumption of Program Management Services and Completion of Phase 1 Deliverables
 - \$1,419,896

PROGRAM MANAGER PROCUREMENT

In 2019, the Authority conducted a procurement to obtain program management and associated services for the RPT Program. The program management firm's initial role includes setting up the program control processes, supporting the Authority in soliciting progressive design-builder firms, and helping define the selection process by which the best value progressive design-builder firm will ultimately be selected. The program management firm's role also includes providing technical resources, on an as-needed basis, and a critical oversight role as the Authority's representative throughout the four phases of the RPT Program:

- Phase 1-Program Planning Services
- Phase 2-Design Phase Support Services
- Phase 3-Construction Phase Support Services
- Phase 4-Commissioning, Start-up, and Program Close Out Services

This procurement was a two-step, qualifications-based selection process in accordance with Federal Aviation Administration guidance. In April 2019, a Request for Qualifications (“RFQ”) was issued, and responses were received from the following six firms: AECOM; Airport Management Partners; Bechtel; CBRE Heery; Jacobs; and Parsons. An evaluations panel consisting of Staff, consultants, and airline representatives independently scored each statement of qualifications (“SOQ”) based on three criteria:

- SC-1: Firm Identification, Financial Viability, and Business Credentials
- SC-2: Experience and Past Performance
- SC-3: Strength in Key Disciplines and Project Team

The SOQ rankings were as follows:

	SC-1	SC-2	SC-3	Total
<i>Max Possible Points</i>	<i>20</i>	<i>40</i>	<i>40</i>	<i>100</i>
AECOM	19	35	34	88
Parsons	20	31	33	84
Jacobs	20	33	29	82
Airport Management Partners	20	22	27	69
CBRE Heery	20	21	26	67
Bechtel	17	24	24	65

In June 2019, a Request for Proposals (“RFP”) was released to the top three scoring firms. Following evaluation of the proposals, oral interviews were conducted with each of the shortlisted firms. Proposals and interviews were evaluated and scored based on three selection criteria:

- SC-1: Strength in Key Disciplines and Use of Project Team’s Key Personnel
- SC-2: Technical Approach/Project Understanding
- SC-3: Consent to PSA and Proof of Insurance

The combined proposal / interview rankings were as follows:

	SC-1	SC-2	SC-3	Interview	Total
<i>Max Possible Points</i>	<i>40</i>	<i>40</i>	<i>20</i>	<i>50</i>	<i>150</i>
AECOM	31	32	20	45	128
Jacobs	30	30	15	40	115
Parsons	31	33	17	26	107

On November 4, 2019, the Commission awarded a PSA to AECOM for program management and associated services for the RPT Program with a \$45,000,000 contract limit. Concurrently, the Commission authorized four initial Task Orders with AECOM: project management office staffing (Task Order 1); program definition manual preparation (Task Order 2); program charter and program management manual preparation (Task Order 3); and progressive design-builder procurement document preparation and selection process support (Task Order 4).

-2-

AECOM TERMINATION

Although its PSA was executed almost 2½ years ago, AECOM has only provided program management services for approximately 11 months. This is because, on March 26, 2020, the Authority suspended AECOM's services as part of numerous cost-cutting measures to mitigate the COVID-19 pandemic's impact on airport operations. The suspension remained in effect until October 4, 2021.

In the 6½ months since the suspension was lifted AECOM's leader on the RPT Program has changed multiple times. AECOM's proposal identified Kris Vogt as Program Manager and he performed that role until October 2021 when he left the firm. With Staff's approval AECOM then designated Mark Kelley as Program Manager. Mr. Kelley started in that role in December 2021, but he left AECOM this month. AECOM has presented two new Program Manager candidates for Staff's consideration. However, Staff does not believe that either candidate has sufficient qualifications and experience to oversee a project of the magnitude of the RPT Program. Moreover, one of the candidates would need to obtain a U.S. visa in order to work on this project. In response to Staff's rejection of those candidates, AECOM has now designated Mike Gasparro, the principal-in-charge, as interim Program Manager while the firm attempts to find someone to fill the position on a permanent basis.

After due consideration of all factors, Staff has concluded that a substitution of program management firms is needed to advance the RPT Program. Section 3(B) of the AECOM PSA allows either party to terminate the contract for convenience on 15 days notice, and Staff recommends that the Commission approve such a termination.

JACOBS CONTRACT AWARD

As noted above, Jacobs was the second highest ranked proposer for program management and associated services. If the AECOM PSA is terminated, then a quick transition to a new program management firm will be essential for the RPT Program. Staff believes that the RPT Program would best be served by immediately engaging Jacobs rather than by conducting a new RFQ/RFP procurement for these services. It is proposed that the Jacobs PSA will become effective on the expiration date of the AECOM PSA.

Jacobs' team will be led by Roger Johnson until a progressive design-builder firm has been selected. Mr. Johnson is an engineer with over 45 years of experience in airport management and operations, program management, construction and construction management, airport planning, engineering, and environmental management. He previously served as the Deputy Executive Director of Los Angeles World Airports with responsibility for managing Los Angeles International Airport, Los Angeles/Ontario International Airport, and Van Nuys Airport.

The proposed PSA with Jacobs will largely be identical to the PSA with AECOM. Thus, the Authority will pay for Jacobs personnel working on the project at their actual salary times a negotiated pre-defined multiplier. The multiplier is calculated based on an audited overhead rate, determined in accordance with Federal Acquisition Regulations ("FAR") plus profit of 8%. The FAR audited overhead rate is adjusted annually. Jacobs will be allowed a 3%

markup on first tier subconsultant labor costs and other direct costs (travel, field office, etc.) will be reimbursed at cost without application of any markup.

Additionally, as was the case with AECOM, the PSA with Jacobs will be implemented via Task Orders. The Task Orders generally will be in the Staff Authorization category or the Deliverable Authorization category but, on occasion, one Task Order will combine both categories:

- Staff Authorization Task Orders - These Task Orders are used to bring dedicated, full-time employees onto the program for a defined period.
- Deliverable Authorization Task Orders - These Task Orders are used when a study, report, or defined deliverable is expected.

Consistent with the categories defined above, Staff and Jacobs negotiated a detailed scope of work and not-to-exceed pricing for one initial Task Order defined below:

Staff and Deliverable Authorization Task Order:

Task Order 1: Assumption of Program Management Services and Completion of Phase 1 Deliverables
NTE - \$1,419,896

Within 90 days of receipt of the notice to proceed, Jacobs will evaluate the status of and complete the following Phase 1 deliverables:

- RFQ for progressive design-builder procurement
- RFP for progressive design-builder procurement including the following documents:
 - Program Charter
 - Program Definition Manual
 - Program Management Manual
 - Project Management Information System
- Cost Model

FUNDING

Remaining appropriations authorized in October 2021 for the restart of the RPT Program will be utilized for the proposed services through the end of this fiscal year. For future year costs starting with FY 2023, funding requests for the RPT Program will include estimated cost for Program Management services.

RECOMMENDATION

Staff recommends that the Commission: (i) terminate the attached PSA with AECOM for convenience and authorize the Executive Director to issue a notice for the same; (ii) approve the attached Task Order-based PSA with Jacobs, having a five-year term and \$42 Million maximum contract value, and authorize the President to execute the same; and

-4-

(iii) authorize issuance of the attached Task Order for Jacobs to begin work on the RPT Program.

Attachments:

- Exhibit 1: AECOM Professional Services Agreement
- Exhibit 2: Proposed Jacobs Professional Services Agreement
- Exhibit 3: Proposed Jacobs Task Order 1
- Exhibit 4: Jacobs RPT Program Leadership

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / AECOM Technical Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated November 4, 2019 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and AECOM Technical Services, Inc. ("Program Manager"), a California corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Program Manager as an independent contractor to provide the following professional services: program management and associated services for the Replacement Passenger Terminal ("RPT") Program.

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

NOW, THEREFORE, the parties agree as follows:

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

- A. "Commencement Date": November 4, 2019.
- B. "Contract Administrator": Anthony Defrenza or a duly authorized designee.
- C. "Contract Limit": \$45,000,000.00.
- D. "Executive Director": Frank R. Miller or a duly authorized designee.
- E. "Expiration Date": November 3, 2026.
- F. "Federal Requirements" the federal requirements set forth in the attached Exhibit F, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- G. "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.
- H. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit E.
- I. "Multiplier Schedule": the multiplier schedule set forth in the attached Exhibit C.

- J. "Payment Guidelines": the payment guidelines set forth in the attached Exhibit D.
- K. "Rate Schedule": the rate schedule set forth in the attached Exhibit B.
- L. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. Program Manager shall perform the Services on a Task Order basis upon the terms and subject to the conditions set forth in this Agreement. No work shall commence without a corresponding Task Order executed by the parties.

B. Program Manager shall provide all labor, equipment, supplies and materials as required for the performance of the Services. Program Manager shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

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

D. In the event any claim is brought against the Authority relating to Program Manager's performance of the Services, Program Manager shall provide any reasonable assistance and cooperation that the Authority might require.

E. No change to the scope of work, schedule, or compensation specified in a Task Order shall be valid unless authorized by a Task Order amendment executed by the parties. If Program Manager is prevented from performing a Task Order due to an event beyond its reasonable control, then Program Manager may request a Task Order amendment and the Authority shall consider such request in good faith.

3. Term.

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

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

4. Compensation.

A. The Authority shall compensate Program Manager for performance of the Services, and Program Manager agrees to accept as full satisfaction for such work, payment according to the Rate Schedule, Multiplier Schedule, and the Payment Guidelines. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Program Manager shall submit monthly invoices to the Authority for the Services and shall include a copy of the Task Order(s) authorizing the work covered by the invoice. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Program Manager in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Program Manager shall pay all required taxes on the payments.

5. Independent Contractor Status. Program Manager is, and shall at all times remain as to the Authority, an independent contractor. Program Manager 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 Program Manager except as set forth in this Agreement.

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

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

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

9. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Program Manager shall indemnify and hold the Indemnitees harmless from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Program Manager, its officers, employees,

subcontractors or agents (or any entity or individual that Program Manager shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under Civil Code Section 2782.8(c)(2).

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

C. Program Manager's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Program Manager or Indemnitees.

D. All duties of Program Manager under this section shall survive termination or expiration of this Agreement.

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

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

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

Authority

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Anthony Defrenza
E-mail: ADefrenza@bur.org

Program Manager

AECOM Technical Services
300 South Grand Avenue
Los Angeles, CA 90071
Attn: Kris Vogt
E-mail: Kris.Vogt@aecom.com

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

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

15. Exhibits. Exhibits A through F 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 E, 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 F, the provisions of Exhibit F shall prevail.

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

17. Incorporation of Task Orders. Executed Task Orders are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of a Task Order, the provisions of this Agreement shall prevail.

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

19. Entire Agreement. This Agreement (including the attached Exhibits and including executed Task Orders) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

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

AECOM Technical Services, Inc.


☒ Chairperson ☐ President ☒ Vice President ☐ Secretary ☒ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer
ARMOUND TATEVOSYAN

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

Burbank-Glendale-Pasadena Airport Authority



Ray Adams, President

Approved as to form:



Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A

Scope of Services

The Program Manager's services shall support planning, procurement, program administration, design and construction oversight activities related to the RPT Program. Services will be authorized during the term of the contract via Task Orders. The Program Manager's services will generally be divided into four performance phases:

- ➔ Phase 1 – Program Planning Services
- ➔ Phase 2 – Design Phase Support Services
- ➔ Phase 3 – Construction Phase Support Services
- ➔ Phase 4 – Commissioning, Start-up and Program Close Out Services

Phase 1 – Program Planning Services

The Program Manager shall mobilize key personnel to a Project Management Office ("PMO") to be established within 2 miles of the Airport. Key personnel shall be dedicated to the RPT Program and shall be primarily working out of the PMO within 120 days of Notice to Proceed issuance. Respondents shall provide a recommended staffing plan for dedicated key personnel for Phase 1 services. Key personnel will be responsible for:

- Developing a mobilization plan including establishing the PMO
- Developing Program Cost Controls and Reporting procedures
- Developing Program Schedule and Program Schedule Controls
- Developing Program Quality and Safety Oversight Programs
- Developing Program Document Control Processes
- Supporting all continued stakeholder engagement
- Establishing Program Financial Parameters
- Compiling a Responsibilities and Obligations Matrix
- Refining Program cost models/estimates and define cost drivers
- Preliminary Construction Phasing/Implementation Plan

Additionally, dedicated key personnel will manage the implementation of authorized Deliverable Specific Task Orders which rely on Program Manager resources in addition to the key personnel.

The Authority anticipates authorizing the following deliverable authorization Task Orders during Phase 1:

- Preparation of Program Definition Manual
- Preparation of a Program Charter and Program Management Manual
- Request for Qualifications/Request for Proposals (“RFQ/RFP”) document preparation and procurement support for design and construction phase procurement

Phase 2 – Design Phase Support Services

During this phase, the Program Manager shall provide design oversight services. The Program Manager will facilitate the design review process and coordinate as appropriate input from the Authority, third party stakeholders, or other regulatory agencies providing oversight. The Program Manager may be requested to provide experienced technical professionals in the various disciplines to conduct design reviews and provide input to design firm(s) hired by the Authority. Reviews by internal and external stakeholders shall be facilitated by the Program Manager. The Program Manager will also initiate and maintain program cost, schedule and status review processes. The Program Manager shall provide expert decision-making support related to cost/benefit analysis and value engineering for project design development.

Phase 3 - Construction Phase Support

The Program Manager shall provide construction oversight services which may include, but are not limited to: quality assurance activities, contract administration support services, cost control services, schedule reviews, tracking and reporting functions, constructability review, interface management, stakeholder coordination, construction phasing and safety reviews, manage or liaise airport security functions on the job site and other construction support services. Some portions of the scope under this phase may overlap and thus run concurrently with the Design Phase Support Services.

Phase 4 – Commissioning, Start-up and Program Close Out Services

The Program Manager will have oversight responsibilities during the commission, start-up and turnover of the RPT facilities. The Program Manager will oversee a process by which the contractor team provides training, receives needed permits and occupancy certificates and demonstrates operational readiness of the RPT to the satisfaction of the Authority and relevant stakeholders. The Program Manager will support the Authority in overseeing the overnight transition from the existing terminal building to the RPT. The Program Manager will oversee the document turnover process, including a thorough review of As-Built/BIM data. Close-out

activities also include supporting the Authority in the required documentation for closing any federal grants received for funding the RPT Program.

EXHIBIT B Rate Schedule

Maximum Billable Rates – Consultant shall be paid for services at the actual hourly rates (in U.S. dollars) paid to Consultant personnel (employees and subconsultants) not to exceed the maximum billable rates by position allowed by this Agreement as outlined in the table below. The Specialty Services position is based on a negotiated rate. The positions of Consultant personnel providing services must match one of the categories outlined below unless previously approved in writing by the Authority.

The Maximum Billable Hourly Rates shall be effective for 12 months from the NTP date defined in the Contract, after which they will be subject to adjustment based on the lesser of the Los Angeles-Long Beach-Anaheim CPI or 3% each year for the duration of the Contract.

	MAXIMUM DIRECT LABOR RATES 2020
Title/Category	Hourly
Accounting Administrator I	33.00
Accounting Administrator II	41.00
Accounting Administrator, Sr.	70.00
Administrative Assistant I	33.00
Administrative Assistant II	46.00
Administrative Assistant, Sr.	61.00
Architect I	41.00
Architect II	52.00
Architect, Sr.	107.00
BIM Administrator I	33.00
BIM Administrator II	41.00
BIM Administrator, Sr.	81.00
CADD Drafter I	46.00
CADD Drafter II	52.00
CADD Drafter, Sr.	70.00
Construction Manager I	61.00
Construction Manager II	81.00
Construction Manager, Sr.	135.00
Contract Administrator I	46.00
Contract Administrator II	52.00
Contract Administrator, Sr.	93.00
Contract Manager	122.00
Cost Engineer I	52.00
Cost Engineer II	70.00
Cost Engineer, Sr.	93.00

	MAXIMUM DIRECT LABOR RATES 2020
Title/Category	Hourly
Data Technician I	33.00
Data Technician II	44.00
Data Technician, Sr.	49.00
Design Manager I	61.00
Design Manager II	93.00
Design Manager, Sr.	135.00
Document Control I	37.00
Document Control II	41.00
Document Control, Sr.	70.00
Engineering Intern	37.00
Engineering Manager	135.00
Estimator I	52.00
Estimator II	70.00
Estimator, Sr.	107.00
Field Engineer I	46.00
Field Engineer II	69.00
Field Engineer, Sr.	122.00
GIS Database Architect	81.00
IT Specialist I	46.00
IT Specialist II	61.00
IT Specialist, Sr.	81.00
Inspector I	46.00
Inspector II	52.00
Inspector, Sr.	81.00
LEED Administrator I	41.00
LEED Administrator II	52.00
LEED Administrator, Sr.	107.00
Logistics Communications Manager I	70.00
Logistics Communications Manager II	81.00
Logistics Communications Manager, Sr.	93.00
Logistics Coordinator I	52.00
Logistics Coordinator II	61.00
Logistics Coordinator, Sr.	81.00
Office Engineer I	52.00
Office Engineer II	70.00
Office Engineer, Sr.	107.00
Office Manager I	54.00
Office Manager II	70.00
Planner I	52.00
Planner II	70.00
Planner, Sr.	107.00

	MAXIMUM DIRECT LABOR RATES 2020
Title/Category	Hourly
Procurement Strategy Manager, Sr.	110.00
Program Manager I	81.00
Program Manager II	107.00
Program Manager, Sr.	135.00
Project Controls I	46.00
Project Controls II	61.00
Project Controls, Sr.	107.00
Project Engineer I	52.00
Project Engineer II	70.00
Project Engineer, Sr.	93.00
Project Management Admin Assistant (Limited)	38.00
Project Management Business Admin (Limited)	60.00
Project Management Principal (Limited)	170.00
Project Manager I	70.00
Project Manager II	81.00
Project Manager, Sr.	122.00
Quality Assurance Coordinator I	46.00
Quality Assurance Coordinator II	54.00
Quality Assurance Coordinator, Sr.	81.00
Safety, Asst. Program Manager	93.00
Safety Manager	87.00
Safety Technician I	49.00
Safety Technician II	65.00
Scheduler I	52.00
Scheduler II	81.00
Scheduler, Sr.	123.00
Security Inspector	52.00
Subject Matter Expert	162.00
Survey Party Chief	TBD
Surveyor	61.00
Technical Specialist I	46.00
Technical Specialty II	81.00
Technical Specialist, Sr.	122.00
Utility Coordinator I	52.00
Utility Coordinator II	61.00
Utility Coordinator, Sr.	107.00
Specialty Services	As Negotiated

Note: The Authority reserves the right to conduct a certified payroll review at any time during the term of the contract of auditing purposes.

Types of Positions

Consultant personnel shall have high work standards, conduct themselves in an ethical manner, and be self-motivated. Consultant's Support Services may require, but not be limited to, any or all of the following types of positions:

Accounting Administrator – Assists the payment and cost accounting teams with tasks related to invoicing, insurance, subcontractor utilization reports, and contract compliance.

Administrative Assistant – Prepares correspondence, maintains calendars, sets up and coordinates meetings, takes meeting minutes, copies and scans documents, logs information tracks documents, handles phone calls, greets and assists visitors.

Architect – Provides support on design review, planning, project definition, conceptual development, managing CADD standards, drawings and additional duties as assigned.

BIM Administrator – Responsible for the overall management, direction and implementation of the BIM process, facilitates the successful implementation of BIM technology and the related processes.

CADD Drafter – Manages and edits engineering drawings, documents existing conditions, performs surveys for incorporation into various documents, drawings and/or databases, and supports project definition.

Construction Manager – Monitors execution of project's construction technical requirements, manages construction projects, including resolution of field issues, the Request for Information (RFI) process, etc. and other tasks as needed during construction.

Contract Administrator – Performs a broad range of contract administrative duties, including procurements, billings, insurance, badging, and compliance.

Contract Manager – In concert with Authority Legal Department, develops and implements procurement and contract procedures, policies and documents; manages contract negotiations, recommendations, record keeping, monitoring, change management; manages staff in department; other duties as assigned.

Cost Engineer – Tracks budgets for projects in program management software, prepares reports on project costs, develops estimates at completion for forecasting on projects, balances project management costs with SAP.

Data Technician – Enters data into the project management software, prepares spreadsheets to analyze data.

Design Manager – Ensures compliance with program/project design criteria requirements, coordinates with all stakeholders to assure design accuracy and quality.

Document Control Technician – Receives and sends project documents to project staff, maintains both hard copy and electronic files.

Engineering Intern – Provides engineering support to construction manager, design managers, project managers, and field engineers overseeing projects.

Engineering Manager – Responsible for leading and supervising a team of engineers in the development of requirements and standards, and overseeing the Design-Builder in the planning, design and construction of the program or project.

Estimator – Prepares conceptual estimates on a variety of project types, reviews contractor and consultant cost proposals, negotiates change orders.

Field Engineer – Monitors and assists in field construction coordination efforts, coordinates with contracts, terminal and airfield operations divisions, and other stakeholders as needed, documents field construction activities, etc., and other duties as needed.

GIS Database Architect – Responsible for GIS Database development, oversees GIS CAD staff assigned to projects.

IT Specialist – Follows established procedures to troubleshoot, coordinates and resolves IT systems related issues, performs hardware/software installations, provides training and orientation to new staff, coordinates with the Authority and others as needed.

LEED Administrator/Green Building Expert – Reviews submittals for compliance with the project's specifications as well as with LEED requirements or the Green Building Code.

Logistics Communications Manager – Makes recommendations for procedural adjustments to mitigate future logistics/construction adverse impacts affecting airport customers. Compiles data on scope, location, and schedule of future projects for the Authority in resource scheduling, and construction packaging and sequencing.

Logistics Coordinator – Identifies areas of conflict between different but adjacent projects and facilitates their resolution with appropriate Authority staff. Attends weekly design and/or project construction meetings for projects within a given area. Develops comprehensive plans for ramp use, construction areas within terminals, road and curb impacts. Extracts look-ahead data for barricades, utility shutdowns, and other public area activities that would affect airport customers.

Materials Testing Engineer – Performs soils testing, non-destructive tests on structural steel and welds, concrete, asphalt, and various other materials testing services (registration as a Professional Engineer is required).

Materials Testing Technician – Performs a variety of materials testing as needed. Personnel shall possess at least three (3) years of experience in their materials testing areas of expertise and be certified at NICET level II or higher.

Office Manager – Manages administrative staff, maintains office facilities, supports staff with facility, equipment and supply needs.

Planner – Provides support on various aviation planning assignments, including the development of project definition documents, and other tasks as needed.

Procurement Strategy Manager – Identifies, evaluates, and develops approach and materials for procurement, contracting and delivery of projects or packages of projects.

Program Manager – Plans, organizes, integrates and directs staff responsible for management, programming, design, construction, and closeout of a portfolio of related project; coordinates and collaborates on project management, engineering and construction activities with stakeholders (other departments, airport tenants, air carriers, contractors and governmental agencies); provides assistance and guidance to management on development matters; responsible for overall delivery of program goals and objectives; performs related duties as assigned.

Project Controls – Provide project controls management and support for the Authority's Replacement Terminal Program (RTP). Primary project controls functions will include: management of cost estimating and scheduling functions; development of planning and design level capital project budget and cost estimates; construction contract change order cost analyses and negotiations; project and program level schedule development; contractor construction schedule review and analysis; and construction contract delay claim analyses and negotiations.

Project Engineer – Under general supervision, performs routine professional project engineering work on Authority capital projects and performs related duties as assigned.

Project Management Administrative Assistant – Provides contract administration and recruitment/onboarding support requested by the Authority that is above what is required by industry standards and not covered by firm's overhead rate. This may include, but is not limited to, expenditure analyses and forecasts, recruiting and onboarding support, coordinating hiring processes with sub-consultants, and SBE/DVBE tracking.

Project Management Principal – Provides limited project management services requested by the Authority that is above that required by industry standards and not covered by firm's overhead rate. This may include, but is not limited to, interviewing high-level and specialized potential candidates, conflict/issue resolution, and participation in management meetings.

Project Manager – Leads the successful development and implementation of a capital project or work package. Provides direction and input on projects from design development stage through construction. Acts as the Authority's primary representative on a project, establishes standards for meeting minutes, records, etc. and ensures Designers and Contractors are meeting Authority quality standards. Facilitates coordination with other Authority divisions and regulatory agencies (Inspection, Planning, Operations, Police, TSA, FAA, etc.) as appropriate. Coordinates construction barricade and messaging plan, utility shutdown requests, impact notices, disruption notices, contingency planning and other tasks as needed.

Quality Assurance Coordinator – Provides ongoing support in the review, evaluation and development of quality assurance (QA) standards and procedures manual documents; assists in identifying problems/deficiencies, coordinates with Authority inspection managers and professional staff to obtain input/feedback and prepares summary reports with recommendations.

Assists with the preparation and implementation of changes and/or updates to the standards and procedures manual as appropriate and provides training to staff.

Safety Assistant Program Manager – Provides support to the Safety Manager and assists in managing the team of safety technicians and reports back to Authority management on compliance of those policies.

Safety Manager – Manages Authority's safety program and team of safety technicians, assists in the management of establishing and monitoring safety program policies and goals and reports back to Authority on compliance of those policies.

Safety Technician – Responsible for safety management, including contractor safety enforcement, construction safety programs, developing and implementing new safety training initiatives, insurance risk management and loss.

Scheduler – Reviews and analyzes contractor's schedules for contract compliance, writes and reviews comments, updates staff on contractor's performance, evaluates time impacts.

Specialty Services – May encompass a variety of duties, each position under this category will be defined as needed by the Authority.

Subject Matter Expert – Provides professional support and guidance in the Subject Matter Expert's (SME) area of expertise.

Subject Matter Expert Principal – Provides professional support and guidance in the Subject Matter Expert's (SME) area of expertise. (Reserved for high level support).

Surveyor – Directs or conducts surveys, prepares data, charts, plots, maps, records, and documents related to surveys, verifies the accuracy of survey data, including measurements and calculations conducted at project sites.

Survey Party Chief – Oversees and leads a team of surveyors who conduct surveys, prepare data, charts, plots, maps, records, and documents related to surveys, verifies and certifies the accuracy of survey data, including measurements and calculations conducted at project sites.

Technical Specialist – Performs assignments of moderate to high complexity with limited supervision across a wide range of disciplines, including EDM/GIS services, technical editing, environmental impact and sustainability, facility planning and management, and other tasks as needed.

Utility Coordinator – Manages all utility shutdown requests and disruption notices, extras current and projects requests from contractors. Coordinates with TSA, Operations, Police, Airlines, IT and others to prepare recommendation for approval and timing of shutdown and impact analysis notices. Anticipates shutdown needs, dates and required resources.

Paygrades – The Authority reserves the right to assign paygrade based upon an evaluation of position requirement and responsibilities. In general, positions may consist of three paygrades:

I = less than 5-years' experience

II = 5 to 10-years' experience

III = more than 10-years' experience, but 15 years or more is preferred.

Lead / Senior / Manager = more than 15-years' experience, but 20 years or more is preferred.

EXHIBIT C Multiplier Schedule

Prime Multiplier – The following prime multiplier is allowed by Consultant for work performed by Consultant’s employees. The prime multiplier shall be applied to the appropriate direct labor costs only, not on reimbursable costs. The parties acknowledge that the prime multiplier is inclusive of overhead (“OH”), fringe benefits, and profit.

The Multiplier shall be composed of a) an audited overhead rate prepared in accordance with Title 48, Code of Federal Regulations, Part 31, of the Federal Acquisition Regulations (“FAR”), or other audited and/or negotiated financial statement. The OH rate shall be adjusted on the anniversary date of the contract to reflect the most recent audited and/or negotiated company OH rate for the most recent fiscal year, and b) a fee of 8% on total labor cost.

Prime Multiplier Table	
Firm Name	Multiplier
AECOM – Home	2.52
AECOM – Field	2.24

Subconsultant Multipliers – The following subconsultant multipliers ARE allowed by Consultant for work performed by each particular subconsultant. The subconsultant multiplier shall be applied to the subconsultant’s direct labor costs only, not on reimbursable costs. The parties acknowledge that the subconsultant multiplier is inclusive of overhead, fringe benefits, and profit. The OH rate for each subconsultant shall be adjusted annually or as otherwise agreed to by the Authority to reflect the most recent audited and/or negotiated company OH rate for the most recent fiscal year and a fee of not to exceed 8% on total labor cost.

Subconsultants Multiplier Table	
Firm Name	Multiplier
Gafcon	2.50
Gangi* (assume SHR 110%)	2.27
KDG	2.31
KKCS	2.26
MARRS – Home	2.62
MARRS – Field	2.46
McClellan, Badiyi & Associates	2.27
RIB US Cost	2.30

The profit percentage which is a component of the multipliers listed above shall in no case exceed 8% of total labor cost.

Markup of Subconsultant's Labor – Markup of first-tier subconsultant by Consultant for the management of the subconsultants' work shall be applied to the subconsultants direct labor after the application of the applicable subconsultant's multiplier as defined in the table above. Other reimbursable direct subconsultant costs are not subject to either the subconsultants multiplier or the markup of subconsultant's direct labor.

Mark-up of Sub-Consultant's Direct Labor
MARK-UP PERCENTAGE
3%

EXHIBIT D

Payment Guidelines

Consultant shall be compensated and receive cost reimbursement as follows:

A. COMPENSATION FOR PERSONNEL

The Authority shall compensate Consultant for personnel (employee or subconsultant) costs based upon the individual's direct labor rate at the time of service, not to exceed the maximum direct labor rates specified in Exhibit B. Additionally, Consultant is allowed a markup, per Exhibit C, on first-tier subconsultant direct labor for the management of the subconsultant's work.

1. Personnel Hourly Rate Calculation

- a) While directly engaged in the performance of this Agreement on an Hourly basis, Consultant shall be compensated for actual cost of base salaries and wages of professional, technical and support personnel in accordance with Exhibit B, and as authorized via Task Orders.
- b) The "Field" multiplier will be applied to personnel as defined in authorized Task Orders and to any personnel engaged in the performance of this agreement full time at the "field office" for 3 consecutive months. In cases where the "Home" multiplier was applied to personnel who ultimately provided services full time at the "field office" for 3 consecutive months, an adjustment to the "Field" multiplier shall be applied retroactively and the difference credited in a subsequent invoice.
- c) Base Hourly Rate is defined as either the position's actual base yearly salary divided by 2,080 hours for salaried employees, or hourly wage rate for hourly employees. The Authority may, at its discretion, allow the use of a basis other than 2,080 hours for a non-standard work year.
- d) The Multipliers for this Agreement are as specified in Exhibit C.
- e) The Multiplier for any new subconsultant providing personnel services shall be based upon an audited multiplier or a negotiated multiplier, and must be approved in writing by the Authority prior to use of such subconsultant on work performed under this Agreement. The defined multiplier may be subject to Authority audit and subsequent negotiation.
- f) Time is the sum of actual hours and fractions thereof worked by each employee directly engaged in the performance of this contract.
- g) The Billable Hourly Rate is the product of the Authority-approved Base Hourly Rate and the applicable Multiplier.

2. Hourly Rate Schedule and Overtime

- a) The not-to-exceed maximum Reimbursable Hourly Rates for job classifications of the employees directly engaged in performing work under this Agreement are listed in Exhibit B. The Job Classifications and Maximum Reimbursable Direct Hourly Labor Rates may not be changed without prior written approval of the Authority. The actual hourly rates to be applied to specific Consultant personnel

must be pre-approved via a Task Order and/or Personnel Authorization. Authority approval for adjusting the not-to-exceed maximum reimbursable Hourly Rate(s) shall not be unreasonably withheld if supported by actual hourly rates which are reflective of the current competitive market. Approved actual hourly rates may only be adjusted with prior Authority approval and must be made in accordance with Consultant's current approved salary plan. Prior written approval is required and is effective as of the date indicated on the Task Order. Consultant shall fully document to the Authority's satisfaction that such proposed salaries are reflective of the current competitive market.

- b) Any and all personnel and associated hourly rates must be approved, in advance, by the Authority. Consultant shall submit to the Authority the employee's name, job classification, company, hourly rate (with supporting documents) and exempt or non-exempt status. The individual hourly rates may be renegotiated for each additional contract year. However, in no event shall the hourly rate be increased by more than three percent (3%) per contract year without prior written justification to and approval by the Authority.
- c) The Authority's approval of additional personnel shall not entitle Consultant to any additional compensation beyond the limit established for the individual Task Order.
- d) The Authority relies upon Consultant to properly designate its employees as exempt or non-exempt under the Fair Labor Standards Act. The Authority shall not reimburse Consultant for back pay, penalties, or interest imposed by the Department of Labor in the event of a dispute regarding the improper designation of Authority's employees.
- e) All overtime must be approved in advance by the Authority. In the event that overtime work is required by non-exempt employees whereby there is an associated premium cost, the overtime shall be compensated as defined by the Fair Labor Standards Act.
- f) Personnel time incurred with travel shall not be compensable beyond a normal workday.

3. Fully Burdened Rates

The Authority may negotiate fully burdened rates for specialty services. These rates will be approved in writing via Task Order and will be all inclusive (overhead, fee, other reimbursable expenses deemed appropriate by the Authority, etc.).

B. REIMBURSABLE TRAVEL EXPENSES

It is the policy of the Authority to allow for the reimbursement of Consultant personnel relocation and travel expenses when it is determined that such reimbursement assists in the furtherance of Authority business. Authority business requires:

- (1) A valid Authority interest to be served or gained thereby;
- (2) Relevance to Authority operations or the individual's role in such operations;
- (3) The promotion or development of Authority programs, methods or administration; or

- (4) Compliance with instructions or authorization of the Authority, the Executive Director or the Authority Commission.

It is expected that in each instance Consultant will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.

Prior written approval by the Authority is required. It is expected that before such authorization is granted, due consideration shall be given to such factors as suitability, level of seniority in the field of expertise, specialty discipline, and nature of the business involved.

1. Travel Expenses Reimbursement Methodologies

In accordance with guidelines provided below, covered travel expenses will be reimbursed at actual documented costs. Receipts or other documentation shall be provided to the Authority's satisfaction for all eligible travel expenses included airfare, transit expenses, lodging and meals. At the sole discretion of the Authority a Travel Related Reimbursement Factor may be negotiated as described below. The Authority also reserves the right to define and authorize a daily meal allowance which, if done, will eliminate the need to submit receipts for meals.

a) Travel Related Reimbursement Factor

This methodology shall be applied when the frequency of travel is known and forecasting of expenditures can be made with a certain level of predictability. Utilizing this methodology, the Authority may negotiate a travel-related reimbursement factor. This factor must be authorized by the Authority and detailed in a Task Order or Travel Authorization. The authorizing document shall specify the time period for which this approval is granted. The Authority reserves the right to periodically review and adjust the travel-related reimbursement factor.

Under this methodology, the Authority will not require submission of actual receipts for the reimbursement factor but will require verification of travel status in the form of airfare or transit receipts, or lodging receipt/lease agreement.

2. Travel Expense Guidelines

a) Air Travel

Official travel shall be by the most direct routing and Consultant air travel expenses are allowable only for the lowest regular fare available for regularly scheduled airlines for the date and time selected. The Authority will reimburse for the price of a coach class, unrestricted ticket. When possible, economy or special fares are to be used. Consultant shall make every effort to make the reservation well in advance to be able to get the best price possible. Approved Air Travel must be supported by legible

copies of airlines tickets. Electronic tickets and boarding passes are acceptable. The Authority shall only reimburse for reservation change fees when the schedule change was requested by the Authority and is supported by documentation confirming the Authority's direction of schedule change. Comfort items such as paying for exit row seats or service upgrades are not allowable. In cases where the traveler is charged for the first checked bag, the Authority will reimburse for this fee. Baggage fees or additional items will not be automatically reimbursed unless a justification for a business need is provided. Checked baggage fees are considered a separate reimbursement expense and are not included as part of the per diem.

b) Ground Transportation

The least expensive and most practical form of public transportation shall continue to be reimbursed taking into consideration such factors as time and availability. Ground transportation is defined as travel from home to airport and back, and from airport to Authority business location and back.

Local transportation costs incurred by Consultant while in travel status will be reimbursed as follows:

- Taxi/limousine/bus – reimbursable at actual cost
- Rental Automobiles – Because of their cost, rental automobiles shall be used only when their use will affect a savings, or other advantage, or when the use of other transportation is not feasible. Rental automobiles shall be limited to compact models when available. A legible copy of the automobile rental agreement is required. Rental of other than compact automobiles is allowable when compacts are not available or if more than two staff members are in the travel status. Rental cars shall be returned with a full tank of gas when possible. Fuel charges will be reimbursed at the market price. Unreasonable or excessive fuel charges by the rental car agency may not be reimbursed.
- Private Automobile – Use of private or Consultant-owned or leased automobiles will be reimbursed at the rate permitted under the Internal Revenue Service published rates as applicable to such costs. Prior written approval by the Authority is required before any private automobile will be allowable for reimbursement.
- Tolls and parking charges – For use of ferries, roads, bridges, and tunnels while traveling to and from commercial carriers and parking, charges at origination/destination will be reimbursed at cost.

Travel to and from the Site for Home Office Staff who are located in any of Consultant's office locations in the Los Angeles Vicinity is not reimbursable without prior written approval by the Authority.

c) Lodging/Meals Guidelines

Receipts are required for lodging and incidental expenses and will be reimbursed in accordance with Authority policy. In the selection of restaurants and lodging, it is expected that individuals will seek moderately priced establishments of acceptable equality. Consultant must consider transportation costs, time, and other relevant factors in selecting the most economical and practical accommodations. Consultant shall select a hotel/motel with the limits of the City of Los Angeles, Burbank, Glendale or Pasadena limits. Lodging expenses will be reimbursed only at the single occupancy rate.

For traveling employees assigned to the Site on a regular basis, Consultant may utilize internal policies, such as use corporate apartments, to determine the most cost effective lodging. Prior to leasing or procuring such lodging, Consultant shall perform a lease versus per diem analysis and provide to the Authority for review and concurrence.

Covered Expenses:

- Lodging to include hotel/motel or corporate housing
- Meals, including gratuity limited to not more than 15%
- Incidental expenses which includes: fees and tips given to porters, baggage carriers, bellhops, hotel maids/servants, stewards or others

d) Non-Reimbursable travel costs (including but not limited to:)

- Non-economy class airfare
- Air flight insurance
- Expense of any insurance offered by the auto rental company such as Collision Damage Waiver, Personal Accident Insurance, Liability Insurance Supplement, Personal Effects Coverage, Supplemental Liability Protection, etc. in connection with a rented vehicle.
- Auto repairs, replacement of towage to personal vehicle when such use has been authorized.
- Valet parking when self-parking is available.
- Meals and incidental expenses in excess of the set domestic stipend or internal federal per diem rate will not be reimbursed.
- Reimbursements for Authority employee's meals are not allowable, except in accordance with Authority policy.
- Alcoholic beverages
- Expenses incurred by a dependent or other person accompanying Consultant personnel on an official business trip are not allowable. Bills indicating multiple occupants are to be adjusted to single occupancy rate and disallowed unless disclosure is made indicating reasons, names and dates.
- Expenses of a purely personal nature.

3. Not-To-Exceed Per Diem Meal Allowance

If established by the Authority and authorized for use, the not-to-exceed per diem rate will be applied as a meal allowance, in accordance with the limits established by the Authority. Meal allowance covers the cost of all meals, including gratuity.

C. OTHER REIMBURSABLE EXPENSES

1. Supplies, Materials and equipment – At actual cost for items used directly on the furtherance of work and supported by receipts on all individual items. Any equipment, copiers, computer software, intellectual property licenses or any other non-consumable supplies (collectively, "Equipment") purchased or licensed by Consultant for use at the Site and reimbursed by the Authority, shall be the Authority's and title therefore shall vest in the Authority upon such purchase or license. Equipment may also be leased if determined to be cost effective. Consultant shall provide a lease versus purchase analysis for such proposed leased Equipment. If Equipment is currently owned by Consultant, it may be leased for exclusive use at the Site and on the project and reimbursed by the Authority at a for market rate. No such Equipment may be purchased, leased or licensed without the prior written approval of the Authority.

2. Reproduction – At actual cost of outside reproduction of material and documents required for the furtherance of work.

3. Computer Services – Computers, mobile phones, peripherals and software that are deemed to be standard equipment used in the course of business and as such , shall not receive reimbursement, unless specifically authorized by the Authority.

4. Vehicle and Equipment Costs – Prior to leasing/purchasing major equipment, trailers and/or vehicles. Consultant shall perform a lease versus purchase analysis. If the job vehicle is currently owned by Consultant parent company, it may be leased for exclusive use ate the Site and on the Project and reimbursed by the Authority at a fair market/comparable lease rate. The analysis shall be approved by the Authority prior to leasing and/or purchasing major equipment and vehicles. Job vehicles and vehicles for Key Personnel will be reimbursed at actual lased cost as long as such lease cost is reasonable. Repairs related to normal wear and tear for such vehicles will be reimbursed at actual cost as long as such costs are reasonable. Reimbursement will not be made for repairs related to abuse or neglect by Consultant nor will repairs related to items covered by insurance be reimbursed. Task Orders will be reimbursed via a wet lease rate when the Task Order so specifies. This rate will cover all cost related to the operation of the vehicle, which includes but is not limited to the lease, insurance gasoline, maintenance, and repairs.

5. Training and Seminar Costs – Training and seminar costs for Consultant personnel may be reimbursed only if such training or seminar directly benefits the Authority, and has been approved by the Authority in advance.

6. Office Expenses – Reimbursement for office expenses not covered in the overhead shall be made for the actual costs for purchases, rent, utilities, permit fees, license fees, taxes, if any, improvements to leased office space, electrical or telephone installation or rearranging, security and janitorial services, office supplies or any other costs or expenses related to such rented, purchased or leased facility and required by Consultant in performance of its services as well as any non-labor costs expended by Consultant. Office communication expenses include reimbursement of actual cost for long distance telephone services. Express mail or other forms of communication used on a day to day, ordinary course basis are reimbursable. Mass mailings that are approved in advance in writing by the Authority are a reimbursable cost. Cost for bottled drinking water and coffee at the field office is not reimbursable.

7. Business Meeting Expenses – Subject to Authority prior approval, reimbursement for business meeting expenses on behalf of the Authority shall be made at actual cost and supported by receipts. A list of attendees and subject of meeting will be required.

8. Other costs that are not included in or covered by Consultant's Overhead Rate – At actual cost for items used directly in the furtherance of work, subject to the prior written approval of the Authority and supported by receipts.

D. COSTS NOT REIMBURSABLE

Include charges for entertainment, non-economy class airfare, contributions, personal telephone charges, dues and subscriptions, alcoholic beverages, expenses for transportation for personal pursuits, gifts, gratuities greater than 15%, microwaves and refrigerators, bottled water, lunches, paper plates, cups, coffee, creamer, wipes and hand sanitizer, and other charges expressly disallowed under the terms of this contract. Extraordinary expenses require prior Authority approval.

E. SUBCONSULTANTS

Subconsultants shall follow the reimbursable expense guidelines set forth for Consultant herein.

EXHIBIT E
Insurance Requirements

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

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

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

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

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

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

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

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

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

D. For any claims related to this Agreement, Program Manager's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance

maintained by the Indemnitees shall be excess of Program Manager's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

4. Program Manager shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.
5. Program Manager shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Program Manager. Program Manager shall monitor and review all such coverage, and Program Manager assumes all responsibility for ensuring that such coverage is provided. Upon request, Program Manager shall submit all subcontractor agreements to the Authority for review.
6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Program Manager or the Authority shall withhold from its payments to Program Manager an amount sufficient to pay that premium.
7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Program Manager 90 days notice of such change. If such change results in substantial additional cost to Program Manager, then the parties shall renegotiate Program Manager's compensation.

EXHIBIT F

AIP Project Federal Requirements

1. Access to Records and Reports

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

2. Breach of Contract Terms

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

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

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

3. General Civil Rights Provisions

Program Manager 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 Program Manager and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. Civil Rights – Title VI Assurance

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

A. Compliance with Regulations: Program Manager 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. Nondiscrimination: Program Manager, 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. Program Manager 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 Program Manager 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 Program Manager of Program Manager's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Program Manager 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, Program Manager 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 Program Manager's noncompliance with the nondiscrimination 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 Program Manager under the contract until Program Manager complies; and/or

2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Program Manager will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Program Manager 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 Program Manager becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, Program Manager may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Program Manager 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, Program Manager, for itself, its assignees, and successors in interest (hereinafter referred to as the "Program Manager") agrees to comply with the following nondiscrimination 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 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

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

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

5. Clean Air and Water Pollution Control

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

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

6. Contract Workhours and Safety Standards Act Requirements

A. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (A) of this clause, Program Manager and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Program Manager and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation

of the clause set forth in paragraph (A) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. Subcontractors.

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

7. Certification of Offeror/Bidder Regarding Debarment

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

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

1. Checking the System for Award Management at website:
<http://www.sam.gov>

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

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

9. Distracted Driving

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

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

10. Energy Conservation Requirements

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

11. Federal Fair Labor Standards Act

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

12. Certification Regarding Lobbying

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

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

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

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

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

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

13. Occupational Safety and Health Act

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

14. Termination of Contract

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

Upon termination of the agreement, Program Manager must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates.

summaries, and other documents and materials prepared by Program Manager under this contract, whether complete or partially complete.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Trade Restriction Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Veteran's Preference

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

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Jacobs Project Management Co.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated May 12, 2022 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Jacobs Project Management Co., a Delaware corporation and wholly owned subsidiary of Jacobs Engineering Group, Inc. (“Program Manager”), a Delaware corporation.

R E C I T A L S

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Program Manager as an independent contractor to provide the following professional services: program management and associated services for the Replacement Passenger Terminal (“RPT”) Program.

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

NOW, THEREFORE, the parties agree as follows:

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

- A. “Commencement Date”: May 12, 2022.
- B. “Contract Administrator”: Anthony Defrenza or a duly authorized designee.
- C. “Contract Limit”: \$42,000,000.00.
- D. “Executive Director”: Frank R. Miller or a duly authorized designee.
- E. “Expiration Date”: May 11, 2027.
- F. “Federal Requirements” the federal requirements set forth in the attached Exhibit F, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- G. “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.
- H. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit E.
- I. “Multiplier Schedule”: the multiplier schedule set forth in the attached Exhibit C.

J. “Payment Guidelines”: the payment guidelines set forth in the attached Exhibit D.

K. “Rate Schedule”: the rate schedule set forth in the attached Exhibit B.

L. “Services”: the tasks set forth in the attached Exhibit A.

2. Services.

A. Program Manager shall perform the Services on a Task Order basis upon the terms and subject to the conditions set forth in this Agreement. No work shall commence without a corresponding Task Order executed by the parties.

B. Program Manager shall provide all labor, equipment, supplies, and materials as required for the performance of the Services. Program Manager shall perform the Services in a timely, regular basis in accordance with the Authority’s rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

C. The standard of care applicable to the Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time the Services are performed. Program Manager shall consult the Contract Administrator for any decisions that must be made by the Authority. Program Manager shall promptly notify the Contract Administrator of any unsafe condition that Program Manager discovers at the Airport.

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

E. No change to the scope of work, schedule, or compensation specified in a Task Order shall be valid unless authorized by a Task Order amendment executed by the parties. If Program Manager is prevented from performing a Task Order due to an event beyond its reasonable control, then Program Manager may request a Task Order amendment and the Authority shall consider such request in good faith.

3. Term.

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

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

4. Compensation.

A. The Authority shall compensate Program Manager for performance of the Services, and Program Manager agrees to accept as full satisfaction for such work, payment according to the Rate Schedule, Multiplier Schedule, and the Payment Guidelines. In no event shall the compensation payable to Program Manager under this Agreement exceed the Contract Limit.

B. Program Manager shall submit monthly invoices to the Authority for the Services and shall include a copy of the Task Order(s) authorizing the work covered by the invoice. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Program Manager in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Program Manager shall pay all required taxes on the payments.

5. Independent Contractor Status. Program Manager is, and shall at all times remain as to the Authority, an independent contractor. Program Manager 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 Program Manager except as set forth in this Agreement.

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

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

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

9. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Program Manager shall indemnify and hold the Indemnitees harmless from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") to the extent caused by

the negligence, recklessness or willful misconduct of Program Manager, its officers, employees, subcontractors or agents (or any entity or individual that Program Manager shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a “design professional” as the term is defined under Civil Code Section 2782.8(c).

B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Program Manager shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reasonable attorneys’ fees and costs of defense (collectively, “Damages”), in law or equity, to the extent caused by the acts or omissions of Program Manager, its officers, employees, subcontractors, or agents (or any entity or individual that Program Manager shall bear the legal liability thereof) in the performance of this Agreement except for such loss or damage arising from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Program Manager shall defend the Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the Authority, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Program Manager shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith or in enforcing the indemnity herein provided.

C. Program Manager’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Program Manager or the Indemnitees.

D. All duties of Program Manager under this section shall survive termination or expiration of this Agreement.

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

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

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

Authority

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Anthony Defrenza
E-mail: ADefrenza@bur.org

Program Manager

Jacobs Project Management Co.
1000 Wilshire Boulevard, Suite 2100
Los Angeles, CA 90017
Attn: Perry Martin
E-mail: perry.martin@jacobs.com

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

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

15. Force Majeure. Any delays in or failure of performance by Program Manager or the Authority, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Program Manager or the Authority, as the case may be, including: acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Program Manager or the Authority respectively. In any such event, Program Manager's schedule and compensation shall be equitably adjusted.

16. Changes in Scope of Services. The Authority may, at any time, make changes in the scope of Services required under this Agreement or in the definition of Services to be performed. In the event the Authority notifies Program Manager of its desire to make a change in the scope of Services that may change the cost of performance, Program Manager shall, within 10 business days after receiving such notice, give the Authority notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from scope of Services changes will be negotiated and upon mutual agreement by the Authority and Program Manager, this Agreement will be modified by a written instrument, signed by both parties, to reflect the changes in scope of Services, price and schedule.

17. Limitation of Liability.

A. Neither Program Manager's nor the Authority's liability for the other party's damages will, in the aggregate, exceed the Contract Limit. This provision takes precedence over

any conflicting provision of this Agreement or any document incorporated into it or referenced by it. In no event shall either party or its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by the other party or any of the other party's agents, including other contractors engaged at the project site, as a result of this Agreement or the performance or non-performance of Services pursuant to this Agreement.

B. Limitations of liability provided herein will apply whether liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include each party's officers, affiliated corporations, employees, and subcontractors.

18. Exhibits. Exhibits A through F 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 E, 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 F, the provisions of Exhibit F shall prevail.

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

20. Incorporation of Task Orders. Executed Task Orders are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of a Task Order, the provisions of this Agreement shall prevail.

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

22. Entire Agreement. This Agreement (including the attached Exhibits and including executed Task Orders) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

Jacobs Project Management Co.

By: _____

By: _____

Print Name: _____

Print Name: _____

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary

☐ Chief Finance Officer ☐ Asst. Treasurer

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

Burbank-Glendale-Pasadena Airport Authority

Paula Devine, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A

Scope of Services

The Program Manager's services shall support planning, procurement, program administration, design and construction oversight activities related to the RPT Program. Services will be authorized during the term of the contract via Task Orders. The Program Manager's services will generally be divided into four performance phases:

- ➔ Phase 1 – Program Planning Services
- ➔ Phase 2 – Design Phase Support Services
- ➔ Phase 3 – Construction Phase Support Services
- ➔ Phase 4 – Commissioning, Start-up and Program Close Out Services

Phase 1 – Program Planning Services

The Program Manager shall mobilize key personnel to a Project Management Office ("PMO") to be established within 2 miles of the Airport. Key personnel shall be dedicated to the RPT Program and shall be primarily working out of the PMO within 120 calendar days of Notice to Proceed issuance. Respondents shall provide a recommended staffing plan for dedicated key personnel for Phase 1 services. Key personnel will be responsible for:

- Developing a mobilization plan including establishing the PMO
- Developing Program Cost Controls and Reporting procedures
- Developing Program Schedule and Program Schedule Controls
- Developing Program Quality and Safety Oversight Programs
- Developing Program Document Control Processes
- Supporting all continued stakeholder engagement
- Establishing Program Financial Parameters
- Compiling a Responsibilities and Obligations Matrix
- Refining Program cost models/estimates and define cost drivers
- Preliminary Construction Phasing/Implementation Plan

Additionally, dedicated key personnel will manage the implementation of authorized Deliverable Specific Task Orders which rely on Program Manager resources in addition to the key personnel.

The Authority anticipates authorizing the following deliverable authorization Task Orders during Phase 1:

- Preparation of Program Definition Manual
- Preparation of a Program Charter and Program Management Manual
- Request for Qualifications/Request for Proposals (“RFQ/RFP”) document preparation and procurement support for design and construction phase procurement

Phase 2 – Design Phase Support Services

During this phase, the Program Manager shall provide design oversight services. The Program Manager will facilitate the design review process and coordinate as appropriate input from the Authority, third party stakeholders, or other regulatory agencies providing oversight. The Program Manager may be requested to provide experienced technical professionals in the various disciplines to conduct design reviews and provide input to design firm(s) hired by the Authority. Reviews by internal and external stakeholders shall be facilitated by the Program Manager. The Program Manager will also initiate and maintain program cost, schedule and status review processes. The Program Manager shall provide expert decision-making support related to cost/benefit analysis and value engineering for project design development.

Phase 3 - Construction Phase Support

The Program Manager shall provide construction oversight services which may include, but are not limited to: quality assurance activities, contract administration support services, cost control services, schedule reviews, tracking and reporting functions, constructability review, interface management, stakeholder coordination, construction phasing and safety reviews, manage or liaise airport security functions on the job site and other construction support services. Some portions of the scope under this phase may overlap and thus run concurrently with the Design Phase Support Services.

Phase 4 – Commissioning, Start-up and Program Close Out Services

The Program Manager will have oversight responsibilities during the commission, start-up and turnover of the RPT facilities. The Program Manager will oversee a process by which the contractor team provides training, receives needed permits and occupancy certificates and demonstrates operational readiness of the RPT to the satisfaction of the Authority and relevant stakeholders. The Program Manager will support the Authority in overseeing the overnight transition from the existing terminal building to the RPT. The Program Manager will oversee the

document turnover process, including a thorough review of As-Built/BIM data. Close-out activities also include supporting the Authority in the required documentation for closing any federal grants received for funding the RPT Program.

EXHIBIT B Rate Schedule

Maximum Billable Rates – Program Manager shall be paid for services at the actual hourly rates (in U.S. dollars) paid to Program Manager personnel (employees and subconsultants) not to exceed the maximum billable rates by position allowed by this Agreement as outlined in the table below. The Specialty Services position is based on a negotiated rate. The positions of Program Manager personnel providing services must match one of the categories outlined below unless previously approved in writing by the Authority.

The Maximum Billable Hourly Rates shall be effective for 12 months from the NTP date defined in the Contract, after which they will be subject to adjustment based on the lesser of the Los Angeles-Long Beach-Anaheim CPI or 3% each year for the duration of the Contract.

	MAXIMUM DIRECT LABOR RATES 2022
Title/Category	Hourly
Accounting Administrator I	35.00
Accounting Administrator II	43.00
Accounting Administrator III	59.00
Accounting Administrator, Sr.	74.00
Administrative Assistant I	35.00
Administrative Assistant II	49.00
Administrative Assistant III	57.00
Administrative Assistant, Sr.	65.00
Architect I	43.00
Architect II	55.00
Architect III	85.00
Architect, Sr.	114.00
BIM Administrator I	36.00
BIM Administrator II	45.00
BIM Administrator III	69.00
BIM Administrator, Sr.	92.00
CADD Drafter I	49.00
CADD Drafter II	55.00
CADD Drafter III	65.00
CADD Drafter, Sr.	74.00
Construction Manager I	65.00
Construction Manager II	86.00
Construction Manager III	115.00
Construction Manager, Sr.	143.00

	MAXIMUM DIRECT LABOR RATES 2022
Title/Category	Hourly
Contract Administrator I	49.00
Contract Administrator II	55.00
Contract Administrator III	77.00
Contract Administrator, Sr.	99.00
Contract Manager	148.00
Cost Engineer I	55.00
Cost Engineer II	74.00
Cost Engineer III	89.00
Cost Engineer, Sr.	104.00
Data Technician I	35.00
Data Technician II	47.00
Data Technician III	57.00
Data Technician, Sr.	62.00
Design Manager I	65.00
Design Manager II	99.00
Design Manager III	121.00
Design Manager, Sr.	143.00
Document Control I	39.00
Document Control II	43.00
Document Control III	59.00
Document Control, Sr.	74.00
Engineering Intern	39.00
Engineering Manager	148.00
Estimator I	55.00
Estimator II	74.00
Estimator III	94.00
Estimator, Sr.	114.00
Field Engineer I	49.00
Field Engineer II	73.00
Field Engineer III	101.00
Field Engineer, Sr.	129.00
GIS Database Architect III	86.00
IT Specialist I	49.00
IT Specialist II	65.00
IT Specialist III	77.00
IT Specialist, Sr.	88.00
Inspector I	49.00
Inspector II	55.00
Inspector III	71.00
Inspector, Sr.	86.00

	MAXIMUM DIRECT LABOR RATES 2022
Title/Category	Hourly
LEED Administrator I	43.00
LEED Administrator II	55.00
LEED Administrator III	85.00
LEED Administrator, Sr.	114.00
Logistics Communications Manager I	74.00
Logistics Communications Manager II	86.00
Logistics Communications Manager III	100.00
Logistics Communications Manager, Sr.	114.00
Logistics Coordinator I	55.00
Logistics Coordinator II	65.00
Logistics Coordinator III	76.00
Logistics Coordinator, Sr.	86.00
Office Engineer I	55.00
Office Engineer II	74.00
Office Engineer III	94.00
Office Engineer, Sr.	114.00
Office Manager I	57.00
Office Manager II	74.00
Office Manager III	82.00
Office Manager, Sr.	95.00
Planner I	55.00
Planner II	74.00
Planner III	108.00
Planner, Sr.	141.00
Procurement Strategy Manager, Sr.	148.00
Program Manager I	86.00
Program Manager II	114.00
Program Manager III	148.00
Program Manager, Sr.	181.00
Project Controls I	49.00
Project Controls II	65.00
Project Controls III	90.00
Project Controls, Sr.	114.00
Project Engineer I	55.00
Project Engineer II	74.00
Project Engineer III	87.00
Project Engineer, Sr.	99.00
Project Management Admin Assistant (Limited)	42.00
Project Management Business Admin (Limited)	65.00
Project Management Principal (Limited)	181.00

	MAXIMUM DIRECT LABOR RATES 2022
Title/Category	Hourly
Project Manager I	74.00
Project Manager II	86.00
Project Manager III	110.00
Project Manager, Sr.	134.00
Quality Assurance Coordinator I	49.00
Quality Assurance Coordinator II	57.00
Quality Assurance Coordinator III	72.00
Quality Assurance Coordinator, Sr.	86.00
Safety, Asst. Program Manager	99.00
Safety Manager	92.00
Safety Technician I	52.00
Safety Technician II	69.00
Safety Technician III	82.00
Safety Technician, Sr.	95.00
Scheduler I	55.00
Scheduler II	86.00
Scheduler III	108.00
Scheduler, Sr.	130.00
Security Inspector I	42.00
Security Inspector II	55.00
Security Inspector III	65.00
Security Inspector, Sr.	82.00
Subject Matter Expert	181.00
Survey Party Chief	82.00
Surveyor I	36.00
Surveyor II	45.00
Surveyor III	57.00
Surveyor, Sr.	65.00
Technical Specialist I	49.00
Technical Specialist II	86.00
Technical Specialist III	108.00
Technical Specialist, Sr.	129.00
Utility Coordinator I	55.00
Utility Coordinator II	65.00
Utility Coordinator III	90.00
Utility Coordinator, Sr.	114.00
Specialty Services	As Negotiated

Note: The Authority reserves the right to conduct a certified payroll review at any time during the term of the contract of auditing purposes.

Types of Positions

Program Manager personnel shall have high work standards, conduct themselves in an ethical manner, and be self-motivated. Program Manager's Support Services may require, but not be limited to, any or all of the following types of positions:

Accounting Administrator - Assists the payment and cost accounting teams with tasks related to invoicing, insurance, subcontractor utilization reports, and contract compliance.

Administrative Assistant – Prepares correspondence, maintains calendars, sets up and coordinates meetings, takes meeting minutes, copies and scans documents, logs information tracks documents, handles phone calls, greets and assists visitors.

Architect – Provides support on design review, planning, project definition, conceptual development, managing CADD standards, drawings and additional duties as assigned.

BIM Administrator – Responsible for the overall management, direction and implementation of the BIM process, facilitates the successful implementation of BIM technology and the related processes.

CADD Drafter – Manages and edits engineering drawings, documents existing conditions, performs surveys for incorporation into various documents, drawings and/or databases, and supports project definition.

Construction Manager – Monitors execution of project's construction technical requirements, manages construction projects, including resolution of field issues, the Request for Information (RFI) process, etc. and other tasks as needed during construction.

Contract Administrator - Performs a broad range of contract administrative duties, including procurements, billings, insurance, badging, and compliance.

Contract Manager – In concert with Authority Legal Department, develops and implements procurement and contract procedures, policies and documents; manages contract negotiations, recommendations, record keeping, monitoring, change management; manages staff in department; other duties as assigned.

Cost Engineer - -Tracks budgets for projects in program management software, prepares reports on project costs, develops estimates at completion for forecasting on projects, balances project management costs with SAP.

Data Technician - Enters data into the project management software, prepares spreadsheets to analyze data.

Design Manager – Ensures compliance with program/project design criteria requirements, coordinates with all stakeholders to assure design accuracy and quality.

Document Control Technician - Receives and sends project documents to project staff, maintains both hard copy and electronic files.

Engineering Intern – Provides engineering support to construction manager, design managers, project managers, and field engineers overseeing projects.

Engineering Manager – Responsible for leading and supervising a team of engineers in the development of requirements and standards, and overseeing the Design-Builder in the planning, design and construction of the program or project.

Estimator - Prepares conceptual estimates on a variety of project types, reviews contractor and consultant cost proposals, negotiates change orders.

Field Engineer – Monitors and assists in field construction coordination efforts, coordinates with contracts, terminal and airfield operations divisions, and other stakeholders as needed, documents field construction activities, etc., and other duties as needed.

GIS Database Architect – Responsible for GIS Database development, oversees GIS CAD staff assigned to projects.

IT Specialist – Follows established procedures to troubleshoot, coordinates and resolves IT systems related issues, performs hardware/software installations, provides training and orientation to new staff, coordinates with the Authority and others as needed.

LEED Administrator/Green Building Expert – Reviews submittals for compliance with the project's specifications as well as with LEED requirements or the Green Building Code.

Logistics Communications Manager – Makes recommendations for procedural adjustments to mitigate future logistics/construction adverse impacts affecting airport customers. Compiles data on scope, location, and schedule of future projects for the Authority in resource scheduling, and construction packaging and sequencing.

Logistics Coordinator – Identifies areas of conflict between different but adjacent projects and facilitates their resolution with appropriate Authority staff. Attends weekly design and/or project construction meetings for projects within a given area. Develops comprehensive plans for ramp use, construction areas within terminals, road and curb impacts. Extracts look-ahead data for barricades, utility shutdowns, and other public area activities that would affect airport customers.

Materials Testing Engineer – Performs soils testing, non-destructive tests on structural steel and welds, concrete, asphalt, and various other materials testing services (registration as a Professional Engineer is required).

Materials Testing Technician – Performs a variety of materials testing as needed. Personnel shall possess at least three (3) years of experience in their materials testing areas of expertise and be certified at NICET level II or higher.

Office Manager – Manages administrative staff, maintains office facilities, supports staff with facility, equipment and supply needs.

Planner – Provides support on various aviation planning assignments, including the development of project definition documents, and other tasks as needed.

Procurement Strategy Manager – Identifies, evaluates, and develops approach and materials for procurement, contracting and delivery of projects or packages of projects.

Program Manager – Plans, organizes, integrates and directs staff responsible for management, programming, design, construction, and closeout of a portfolio of related project; coordinates and collaborates on project management, engineering and construction activities with stakeholders (other departments, airport tenants, air carriers, contractors and governmental agencies); provides assistance and guidance to management on development matters; responsible for overall delivery of program goals and objectives; performs related duties as assigned.

Project Controls – Provide project controls management and support for the Authority's Replacement Passenger Terminal (RPT) Program. Primary project controls functions will include: management of cost estimating and scheduling functions; development of planning and design level capital project budget and cost estimates; construction contract change order cost analyses and negotiations; project and program level schedule development; contractor construction schedule review and analysis; and construction contract delay claim analyses and negotiations.

Project Engineer – Under general supervision, performs routine professional project engineering work on Authority capital projects and performs related duties as assigned.

Project Management Administrative Assistant – Provides contract administration and recruitment/onboarding support requested by the Authority that is above what is required by industry standards and not covered by firm's overhead rate. This may include, but is not limited to, expenditure analyses and forecasts, recruiting and onboarding support, coordinating hiring processes with sub-consultants, and SBE/DVBE tracking.

Project Management Principal – Provides limited project management services requested by the Authority that is above that required by industry standards and not covered by firm's overhead rate. This may include, but is not limited to, interviewing high-level and specialized potential candidates, conflict/issue resolution, and participation in management meetings.

Project Manager – Leads the successful development and implementation of a capital project or work package. Provides direction and input on projects from design development stage through construction. Acts as the Authority's primary representative on a project, establishes standards for meeting minutes, records, etc. and ensures Designers and Contractors are meeting Authority quality standards. Facilitates coordination with other Authority divisions and regulatory agencies (Inspection, Planning, Operations, Police, TSA, FAA, etc.) as appropriate. Coordinates construction barricade and messaging plan, utility shutdown requests, impact notices, disruption notices, contingency planning and other tasks as needed.

Quality Assurance Coordinator – Provides ongoing support in the review, evaluation and development of quality assurance (QA) standards and procedures manual documents; assists in identifying problems/deficiencies, coordinates with Authority inspection managers and professional staff to obtain input/feedback and prepares summary reports with recommendations.

Assists with the preparation and implementation of changes and/or updates to the standards and procedures manual as appropriate and provides training to staff.

Safety Assistant Program Manager – Provides support to the Safety Manager and assists in managing the team of safety technicians and reports back to Authority management on compliance of those policies.

Safety Manager – Manages Authority's safety program and team of safety technicians, assists in the management of establishing and monitoring safety program policies and goals and reports back to Authority on compliance of those policies.

Safety Technician – Responsible for safety management, including contractor safety enforcement, construction safety programs, developing and implementing new safety training initiatives, insurance risk management and loss.

Scheduler - Reviews and analyzes contractor's schedules for contract compliance, writes and reviews comments, updates staff on contractor's performance, evaluates time impacts.

Specialty Services – May encompass a variety of duties, each position under this category will be defined as needed by the Authority.

Subject Matter Expert – Provides professional support and guidance in the Subject Matter Expert's (SME) area of expertise.

Subject Matter Expert Principal – Provides professional support and guidance in the Subject Matter Expert's (SME) area of expertise. (Reserved for high level support).

Surveyor – Directs or conducts surveys, prepares data, charts, plots, maps, records, and documents related to surveys, verifies the accuracy of survey data, including measurements and calculations conducted at project sites.

Survey Party Chief – Oversees and leads a team of surveyors who conduct surveys, prepare data, charts, plots, maps, records, and documents related to surveys, verifies and certifies the accuracy of survey data, including measurements and calculations conducted at project sites.

Technical Specialist – Performs assignments of moderate to high complexity with limited supervision across a wide range of disciplines, including EDM/GIS services, technical editing, environmental impact and sustainability, facility planning and management, and other tasks as needed.

Utility Coordinator – Manages all utility shutdown requests and disruption notices, extras current and projects requests form contractors. Coordinates with TSA, Operations, Police, Airlines, IT and others to prepare recommendation for approval and timing of shutdown and impact analysis notices. Anticipates shutdown needs, dates and required resources.

Paygrades – The Authority reserves the right to assign paygrade based upon an evaluation of position requirement and responsibilities. In general, positions may consist of three paygrades:

I = less than 5-years' experience

II = 5 to 10-years' experience

III = more than 10-years' experience, but 15 years or more is preferred.

Lead / Senior / Manager = more than 15-years' experience, but 20 years or more is preferred.

EXHIBIT C

Multiplier Schedule

Prime Multiplier – The following prime multiplier is allowed by Program Manager for work performed by Program Manager’s employees. The prime multiplier shall be applied to the appropriate direct labor costs only, not on reimbursable costs. The parties acknowledge that the prime multiplier is inclusive of overhead (“OH”), fringe benefits, and profit.

The Multiplier shall be composed of a) an audited overhead rate prepared in accordance with Title 48, Code of Federal Regulations, Part 31, of the Federal Acquisition Regulations (“FAR”), or other audited and/or negotiated financial statement. The OH rate shall be adjusted on the anniversary date of the contract to reflect the most recent audited and/or negotiated company OH rate for the most recent fiscal year, and b) a fee of 10% on total labor cost.

Prime Multiplier Table	
Firm Name	Multiplier
JACOBS – Home	2.23
JACOBS – Field	2.11

Subconsultant Multipliers – The following subconsultant multipliers ARE allowed by Program Manager for work performed by each particular subconsultant. The subconsultant multiplier shall be applied to the subconsultant’s direct labor costs only, not on reimbursable costs. The parties acknowledge that the subconsultant multiplier is inclusive of overhead, fringe benefits, and profit. The OH rate for each subconsultant shall be adjusted annually or as otherwise agreed to by the Authority to reflect the most recent audited and/or negotiated company OH rate for the most recent fiscal year and a fee of not to exceed 8% on total labor cost.

Subconsultants Multiplier Table	
Firm Name	Multiplier
Subconsultant 1	TBD
Subconsultant 2	TBD
Subconsultant 3	TBD
Subconsultant 4	TBD
Subconsultant 5 (as needed)	TBD
Subconsultant 6 (as needed)	TBD
Subconsultant 7 (as needed)	TBD
Subconsultant 8 (as needed)	TBD

The profit percentage which is a component of the multipliers listed above shall in no case exceed 10% of total labor cost.

Markup of Subconsultant's Labor – Markup of first-tier subconsultant by Program Manager for the management of the subconsultants' work shall be applied to the subconsultants direct labor after the application of the applicable subconsultant's multiplier as defined in the table above. Other reimbursable direct subconsultant costs are not subject to either the subconsultants multiplier or the markup of subconsultant's direct labor.

Mark-up of Subconsultant's Direct Labor
MARK-UP PERCENTAGE
3%

EXHIBIT D

Payment Guidelines

Program Manager shall be compensated and receive cost reimbursement as follows:

A. COMPENSATION FOR PERSONNEL

The Authority shall compensate Program Manager for personnel (employee or subconsultant) costs based upon the individual's direct labor rate at the time of service, not to exceed the maximum direct labor rates specified in Exhibit B. Additionally, Program Manager is allowed a markup, per Exhibit C, on first-tier subconsultant direct labor for the management of the subconsultant's work.

1. Personnel Hourly Rate Calculation

- a) While directly engaged in the performance of this Agreement on an Hourly basis, Program Manager shall be compensated for actual cost of base salaries and wages of professional, technical and support personnel in accordance with Exhibit B, and as authorized via Task Orders.
- b) The "Field" multiplier will be applied to personnel as defined in authorized Task Orders and to any personnel engaged in the performance of this agreement full time at the "field office" for 3 consecutive months. In cases where the "Home" multiplier was applied to personnel who ultimately provided services full time at the "field office" for 3 consecutive months, an adjustment to the "Field" multiplier shall be applied retroactively and the difference credited in a subsequent invoice.
- c) Base Hourly Rate is defined as either the position's actual base yearly salary divided by 2,080 hours for salaried employees, or hourly wage rate for hourly employees. The Authority may, at its discretion, allow the use of a basis other than 2,080 hours for a non-standard work year.
- d) The Multipliers for this Agreement are as specified in Exhibit C.
- e) The Multiplier for any new subconsultant providing personnel services shall be based upon an audited multiplier or a negotiated multiplier, and must be approved in writing by the Authority prior to use of such subconsultant on work performed under this Agreement. The defined multiplier may be subject to Authority audit and subsequent negotiation.
- f) Time is the sum of actual hours and fractions thereof worked by each employee directly engaged in the performance of this contract.
- g) The Billable Hourly Rate is the product of the Authority-approved Base Hourly Rate and the applicable Multiplier.

2. Hourly Rate Schedule and Overtime

- a) The not-to-exceed maximum Reimbursable Hourly Rates for job classifications of the employees directly engaged in performing work under this Agreement are listed in Exhibit B. The Job Classifications and Maximum Reimbursable Direct Hourly Labor Rates may not be changed without prior written approval of the

Authority. The actual hourly rates to be applied to specific Program Manager personnel must be pre-approved via a Task Order and/or Personnel Authorization. Authority approval for adjusting the not-to-exceed maximum reimbursable Hourly Rate(s) shall not be unreasonably withheld if supported by actual hourly rates which are reflective of the current competitive market. Approved actual hourly rates may only be adjusted with prior Authority approval and must be made in accordance with Program Manager's current approved salary plan. Prior written approval is required and is effective as of the date indicated on the Task Order. Program Manager shall fully document to the Authority's satisfaction that such proposed salaries are reflective of the current competitive market.

- b) Any and all personnel and associated hourly rates must be approved, in advance, by the Authority. Program Manager shall submit to the Authority the employee's name, job classification, company, hourly rate (with supporting documents) and exempt or non-exempt status. The individual hourly rates may be renegotiated for each additional contract year. However, in no event shall the hourly rate be increased by more than three percent (3%) per contract year without prior written justification to and approval by the Authority.
- c) The Authority's approval of additional personnel shall not entitle Program Manager to any additional compensation beyond the limit established for the individual Task Order.
- d) The Authority relies upon Program Manager to properly designate its employees as exempt or non-exempt under the Fair Labor Standards Act. The Authority shall not reimburse Program Manager for back pay, penalties, or interest imposed by the Department of Labor in the event of a dispute regarding the improper designation of Authority's employees.
- e) All overtime must be approved in advance by the Authority. In the event that overtime work is required by non-exempt employees whereby there is an associated premium cost, the overtime shall be compensated as defined by the Fair Labor Standards Act.
- f) Personnel time incurred with travel shall not be compensable beyond a normal workday.

3. Fully Burdened Rates

The Authority may negotiate fully burdened rates for specialty services. These rates will be approved in writing via Task Order and will be all inclusive (overhead, fee, other reimbursable expenses deemed appropriate by the Authority, etc.).

B. REIMBURSABLE TRAVEL EXPENSES

It is the policy of the Authority to allow for the reimbursement of Program Manager personnel relocation and travel expenses when it is determined that such reimbursement assists in the furtherance of Authority business. Authority business requires:

- (1) A valid Authority interest to be served or gained thereby;
- (2) Relevance to Authority operations or the individual's role in such operations;

- (3) The promotion or development of Authority programs, methods or administration; or
- (4) Compliance with instructions or authorization of the Authority, the Executive Director or the Authority Commission.

It is expected that in each instance Program Manager will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.

Prior written approval by the Authority is required. It is expected that before such authorization is granted, due consideration shall be given to such factors as suitability, level of seniority in the field of expertise, specialty discipline, and nature of the business involved.

1. Travel Expenses Reimbursement Methodologies

In accordance with guidelines provided below, covered travel expenses will be reimbursed at actual documented costs. Receipts or other documentation shall be provided to the Authority's satisfaction for all eligible travel expenses included airfare, transit expenses, lodging and meals. At the sole discretion of the Authority a Travel Related Reimbursement Factor may be negotiated as described below. The Authority also reserves the right to define and authorize a daily meal allowance which, if done, will eliminate the need to submit receipts for meals.

a) Travel Related Reimbursement Factor

This methodology shall be applied when the frequency of travel is known and forecasting of expenditures can be made with a certain level of predictability. Utilizing this methodology, the Authority may negotiate a travel-related reimbursement factor. This factor must be authorized by the Authority and detailed in a Task Order or Travel Authorization. The authorizing document shall specify the time period for which this approval is granted. The Authority reserves the right to periodically review and adjust the travel-related reimbursement factor.

Under this methodology, the Authority will not require submission of actual receipts for the reimbursement factor but will require verification of travel status in the form of airfare or transit receipts, or lodging receipt/lease agreement.

2. Travel Expense Guidelines

a) Air Travel

Official travel shall be by the most direct routing and Program Manager air travel expenses are allowable only for the lowest regular fare available for regularly scheduled airlines for the date and time selected. The Authority will reimburse for the price of a coach class, unrestricted ticket. When possible, economy or special fares are to be used. Program Manager shall make every effort to make the

reservation well in advance to be able to get the best price possible. Approved Air Travel must be supported by legible copies of airlines tickets. Electronic tickets and boarding passes are acceptable. The Authority shall only reimburse for reservation change fees when the schedule change was requested by the Authority and is supported by documentation confirming the Authority's direction of schedule change. Comfort items such as paying for exit row seats or service upgrades are not allowable. In cases where the traveler is charged for the first checked bag, the Authority will reimburse for this fee. Baggage fees or additional items will not be automatically reimbursed unless a justification for a business need is provided. Checked baggage fees are considered a separate reimbursement expense and are not included as part of the per diem.

b) Ground Transportation

The least expensive and most practical form of public transportation shall continue to be reimbursed taking into consideration such factors as time and availability. Ground transportation is defined as travel from home to airport and back, and from airport to Authority business location and back.

Local transportation costs incurred by Program Manager while in travel status will be reimbursed as follows:

- Taxi/limousine/bus – reimbursable at actual cost
- Rental Automobiles – Because of their cost, rental automobiles shall be used only when their use will affect a savings, or other advantage, or when the use of other transportation is not feasible. Rental automobiles shall be limited to compact models when available. A legible copy of the automobile rental agreement is required. Rental of other than compact automobiles is allowable when compacts are not available or if more than two staff members are in the travel status. Rental cars shall be returned with a full tank of gas when possible. Fuel charges will be reimbursed at the market price. Unreasonable or excessive fuel charges by the rental car agency may not be reimbursed.
- Private Automobile – Use of private or Program Manager-owned or leased automobiles will be reimbursed at the rate permitted under the Internal Revenue Service published rates as applicable to such costs. Prior written approval by the Authority is required before any private automobile will be allowable for reimbursement.
- Tolls and parking charges – For use of ferries, roads, bridges, and tunnels while traveling to and from commercial carriers and parking, charges at origination/destination will be reimbursed at cost.

Travel to and from the Site for Home Office Staff who are located in any of Program Manager's office locations in the Los Angeles Vicinity is not reimbursable without prior written approval by the Authority.

c) Lodging/Meals Guidelines

Receipts are required for lodging and incidental expenses and will be reimbursed in accordance with Authority policy. In the selection of restaurants and lodging, it is expected that individuals will seek moderately priced establishments of acceptable equality. Program Manager must consider transportation costs, time, and other relevant factors in selecting the most economical and practical accommodations. Program Manager shall select a hotel/motel with the limits of the City of Los Angeles, Burbank, Glendale or Pasadena limits. Lodging expenses will be reimbursed only at the single occupancy rate.

For traveling employees assigned to the Site on a regular basis, Program Manager may utilize internal policies, such as use corporate apartments, to determine the most cost effective lodging. Prior to leasing or procuring such lodging, Program Manager shall perform a lease versus per diem analysis and provide to the Authority for review and concurrence.

Covered Expenses:

- Lodging to include hotel/motel or corporate housing
- Meals, including gratuity limited to not more than 15%
- Incidental expenses which includes: fees and tips given to porters, baggage carriers, bellhops, hotel maids/servants, stewards or others

d) Non-Reimbursable travel costs (including but not limited to:)

- Non-economy class airfare
- Air flight insurance
- Expense of any insurance offered by the auto rental company such as Collision Damage Waiver, Personal Accident Insurance, Liability Insurance Supplement, Personal Effects Coverage, Supplemental Liability Protection, etc. in connection with a rented vehicle.
- Auto repairs, replacement of towage to personal vehicle when such use has been authorized.
- Valet parking when self-parking is available.
- Meals and incidental expenses in excess of the set domestic stipend or internal federal per diem rate will not be reimbursed.
- Reimbursements for Authority employee's meals are not allowable, except in accordance with Authority policy.
- Alcoholic beverages
- Expenses incurred by a dependent or other person accompanying Program Manager personnel on an official business trip are not allowable. Bills indicating multiple occupants are to be adjusted to single occupancy rate and disallowed unless disclosure is made indicating reasons, names and dates.
- Expenses of a purely personal nature.

3. Not-To-Exceed Per Diem Meal Allowance

If established by the Authority and authorized for use, the not-to-exceed per diem rate will be applied as a meal allowance, in accordance with the limits established by the Authority. Meal allowance covers the cost of all meals, including gratuity.

C. OTHER REIMBURSABLE EXPENSES

1. Supplies, Materials and equipment – At actual cost for items used directly on the furtherance of work and supported by receipts on all individual items. Any equipment, copiers, computer software, intellectual property licenses or any other non-consumable supplies (collectively, “Equipment”) purchased or licensed by Program Manager for use at the Site and reimbursed by the Authority, shall be the Authority’s and title therefore shall vest in the Authority upon such purchase or license. Equipment may also be leased if determined to be cost effective. Program Manager shall provide a lease versus purchase analysis for such proposed leased Equipment. If Equipment is currently owned by Program Manager, it may be leased for exclusive use at the Site and on the project and reimbursed by the Authority at a for market rate. No such Equipment may be purchased, leased or licensed without the prior written approval of the Authority.

2. Reproduction – At actual cost of outside reproduction of material and documents required for the furtherance of work.

3. Computer Services – Computers, mobile phones, peripherals and software that are deemed to be standard equipment used in the course of business and as such , shall not receive reimbursement, unless specifically authorized by the Authority.

4. Vehicle and Equipment Costs – Prior to leasing/purchasing major equipment, trailers and/or vehicles, Program Manager shall perform a lease versus purchase analysis. If the job vehicle is currently owned by Program Manager parent company, it may be leased for exclusive use ate the Site and on the Project and reimbursed by the Authority at a fair market/comparable lease rate. The analysis shall be approved by the Authority prior to leasing and/or purchasing major equipment and vehicles. Job vehicles and vehicles for Key Personnel will be reimbursed at actual lased cost as long as such lease cost is reasonable. Repairs related to normal wear and tear for such vehicles will be reimbursed at actual cost as long as such costs are reasonable. Reimbursement will not be made for repairs related to abuse or neglect by Program Manager nor will repairs related to items covered by insurance be reimbursed. Task Orders will be reimbursed via a wet lease rate when the Task Order so specifies. This rate will cover all cost related to the operation of the vehicle, which includes but is not limited to the lease, insurance gasoline, maintenance, and repairs.

5. Training and Seminar Costs – Training and seminar costs for Program Manager personnel may be reimbursed only if such training or seminar directly benefits the Authority, and has been approved by the Authority in advance.

6. Office Expenses – Reimbursement for office expenses not covered in the overhead shall be made for the actual costs for purchases, rent, utilities, permit fees, license fees, taxes, if any, improvements to leased office space, electrical or telephone installation or rearranging, security and janitorial services, office supplies or any other costs or expenses related to such rented, purchased or leased facility and required by Program Manager in performance of its services as well as any non-labor costs expended by Program Manager. Office communication expenses include reimbursement of actual cost for long distance telephone services. Express mail or other forms of communication used on a day to day, ordinary course basis are reimbursable. Mass mailings that are approved in advance in writing by the Authority are a reimbursable cost. Cost for bottled drinking water and coffee at the field office is not reimbursable.

7. Business Meeting Expenses – Subject to Authority prior approval, reimbursement for business meeting expenses on behalf of the Authority shall be made at actual cost and supported by receipts. A list of attendees and subject of meeting will be required.

8. Other costs that are not included in or covered by Program Manager's Overhead Rate – At actual cost for items used directly in the furtherance of work, subject to the prior written approval of the Authority and supported by receipts.

D. COSTS NOT REIMBURSABLE

Include charges for entertainment, non-economy class airfare, contributions, personal telephone charges, dues and subscriptions, alcoholic beverages, expenses for transportation for personal pursuits, gifts, gratuities greater than 15%, microwaves and refrigerators, bottled water, lunches, paper plates, cups, coffee, creamer, wipes and hand sanitizer, and other charges expressly disallowed under the terms of this contract. Extraordinary expenses require prior Authority approval.

E. SUBCONSULTANTS

Subconsultants shall follow the reimbursable expense guidelines set forth for Program Manager herein.

EXHIBIT E

Insurance Requirements

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

A. General Liability Insurance. Program Manager shall maintain commercial general liability insurance in an amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Program Manager shall maintain automobile insurance covering bodily injury and property damage for all activities of Program Manager arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount of \$1,000,000 combined single limit for each accident.

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

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

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

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

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

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

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

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

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

G. Program Manager's insurance (excluding Professional Liability and Workers Comp/Employers Liability) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

4. Program Manager shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to review

copies of all required insurance policies at Program Manager's office subject to a non-disclosure agreement.

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

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

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

EXHIBIT F

AIP Project Federal Requirements

1. Access to Records and Reports

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

2. Breach of Contract Terms

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

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

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

3. General Civil Rights Provisions

Program Manager 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 Program Manager and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. Civil Rights – Title VI Assurance

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

A. Compliance with Regulations: Program Manager 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. Nondiscrimination: Program Manager, 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. Program Manager 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 Program Manager 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 Program Manager of Program Manager's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Program Manager 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, Program Manager 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 Program Manager's noncompliance with the nondiscrimination 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 Program Manager under the contract until Program Manager complies; and/or

2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Program Manager will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Program Manager 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 Program Manager becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, Program Manager may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Program Manager 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, Program Manager, for itself, its assignees, and successors in interest (hereinafter referred to as the “Program Manager”) agrees to comply with the following nondiscrimination 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 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

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

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

5. Clean Air and Water Pollution Control

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

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

6. Contract Workhours and Safety Standards Act Requirements

A. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (A) of this clause, Program Manager and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Program Manager and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation

of the clause set forth in paragraph (A) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. Subcontractors.

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

7. Certification of Offeror/Bidder Regarding Debarment

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

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

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

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

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

9. Distracted Driving

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

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

10. Energy Conservation Requirements

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

11. Federal Fair Labor Standards Act

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

12. Certification Regarding Lobbying

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

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

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

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

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

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

13. Occupational Safety and Health Act

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

14. Termination of Contract

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

Upon termination of the agreement, Program Manager must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates,

summaries, and other documents and materials prepared by Program Manager under this contract, whether complete or partially complete.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Trade Restriction Certification

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

- 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

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

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

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

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

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

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

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

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

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

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

16. Veteran's Preference

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



Procurement Department
2627 N. Hollywood Way
Burbank, CA 91505
P: 818-840-8840 E: purchasing@bur.org
Burbank-Glendale-Pasadena Airport Authority

TASK ORDER (TO)

To Firm:	
SA/P.O. No:	Account No.:
T.O. Order No:	Effective Date:
T.O. Revision No:	Revision Date:
Originator:	Phone No:

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

Additional sheet(s) attached? ☐ Yes ☐ No

Please check if applicable: ☐ Statement of Work attached ☐ Specification attached ☐ Other attachment

DESCRIPTION / SERVICE CATEGORY:

Task Order Pricing Basis

Time & Materials, Fee Schedule/Rates:	<input type="checkbox"/>
Estimated not-to-exceed amount:	\$ _____
Estimated revision amount:	\$ _____
Total of previous revisions:	\$ _____
Current estimated not-to-exceed amount:	\$ _____

This Task Order is also a Notice to Proceed immediately with the services described, with final completion on _____. **Time shall be of the essence in the performance of this Task Order.**

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.

Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representatives of the parties as indicated below:

_____ Company Name	_____ Burbank-Glendale-Pasadena Airport Authority Company Name
_____ Authorized Signature	_____ Authorized Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date



RPT Program – Assumption of Program Management Services and Completion of Phase 1 Deliverables

Document no: 20220421.BUR.PHS.001
Revision no: 00

Burbank-Glendale-Pasadena Airport Authority
Hollywood Burbank Airport

Elevate BUR | Replacement Passenger Terminal (RPT) Program
April 21, 2022





RPT Program – Assumption of Program Management Services and Completion of Phase 1 Deliverables

Client name: Burbank-Glendale-Pasadena Airport Authority
Project name: Elevate BUR | Replacement Passenger Terminal (RPT) Program
Client reference: Hollywood Burbank Airport **Project no:** BPO00GE8
Document no: 20220421.BUR.PHS.001 **Project manager:** Roger Johnson
Revision no: 00 **Prepared by:** Roger Johnson
Date: April 21, 2022 **File name:** 20220421.BUR.PHS.001

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Revision	Date	Description	Author	Checked	Reviewed	Approved

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Executive Summary

Jacobs appreciates the opportunity to provide our proposed scope of work to assist the Authority in keeping the RPT program on track. Our scope is based on our present understanding of the current status of the program. The following is intended to provide a short summary of Jacobs proposed scope for the initial 90 days following authorization. This plan will be revised as necessary as Jacobs gathers further information on the current program status following mobilization.

Background

Jacobs understands that the program is in the initial phase (Phase 1-Program Planning) of four planned performance phases. It is our understanding that while the program was initiated in November of 2019, there has been a substantial delay primarily as a result of the global Covid-19 pandemic. The program was officially restarted in August 2021. However, issues related to the restart outside of the control of the Authority have resulted in the Authority requesting Jacobs' availability to assist in restarting the project.

Proposed Scope

The following scope was developed with the goal of finalizing the Phase 1 deliverables with a clear focus on establishing the necessary governance, staffing and structure to provide a strong foundation for a successful program: while minimizing program schedule delays to the extent possible.

Based on the above understanding of the program's current status, Jacobs is proposing to address the Authority's request in two distinct phases:

1. We will mobilize an **Initial Response Team** immediately upon notice to proceed. The Initial Response Team will focus on,
 - Evaluation of the status and quality of current deliverables.
 - Completion of the Phase 1 Deliverables and,
 - Advancing the Progressive Design Build Procurement as quickly as possible.
2. We will mobilize a permanent **Program Management Team** to assume responsibility for the program through all four phases within 90 days of notice to proceed. The permanent program team members will be brought on board as they are available and will augment and/or replace certain members on the initial response team.

The following presents a brief summary of Jacobs proposed approach.

Initial Response Team

Jacobs proposes to mobilize an Initial Response Team to rapidly initiate the program restart while a permanent project team is identified and mobilized. This initial Response Team will be comprised of individuals experienced in all aspects of Program Management with the experiential diversity across all required disciplines necessary to collect data and develop solutions to rapidly restart and establish the RPT Program. These team members will address the technical, financial, governance and administrative issues related to the program restart.

Jacobs can mobilize this initial response team immediately upon receipt of notice to proceed from the Authority.

The initial response team will focus on:

1. Assessment of the current status of all Phase 1 deliverables.
2. Completing the Progressive Design Builder procurement documents.
 - a. Early focus on completion of the Request for Qualifications (RFQ) to expedite the procurement.
 - b. Completion of the Request for Proposals (RFP) including:
 - i. Completion of the Program Definition Manual
 - ii. Request for Proposals document inclusive of selection/evaluation criteria
 - iii. Project Requirements
 - iv. General Conditions
 - v. Contract (if required)
3. Completing the Program Governance documents to ensure the Authority's ability to monitor and control the program including.
 - a. Program Charter
 - b. Program Management Manual
 - c. Project Management Information System (PMIS), including cost, schedule, and document controls.
4. Evaluation and completion or update of the current cost model

Contents

Executive Summary.....	i
Background.....	i
Proposed Scope	i
1. Assessment of Current Status of Phase 1 Deliverables.....	1
2. Completing PDB Procurement Documents.....	2
2.1 Request for Qualifications (RFQ)	2
2.2 Request for Proposals (RFP)	2
3. Completing Program Governance Documents.....	3
3.1 Program Charter	3
3.2 Program Management Manual.....	3
3.3 Program Management Information System (PMIS)	4
4. Evaluation and/or Completion of the Current Cost Model.....	5
5. Team	6
5.1 Program Management	6
5.2 Existing Subcontractors	7

1. Assessment of Current Status of Phase 1 Deliverables

Jacobs understands that a significant amount of work related to the above discussion has already been completed. Jacobs scope is built around an initial evaluation of the existing work products with a focus on utilizing the existing deliverables to the extent possible. We will review existing tools, documentation, processes, draft documents, and recurring deliverables.

The assessment and evaluation of the current deliverables will be conducted simultaneously with the completion of the Program Governance and Procurement Documents activities. Jacobs will provide the Authority with an initial assessment of the condition of the work products previously prepared within the first 30-days following mobilization.

Along with this assessment, Jacobs will provide recommendations for changes and/or improvements if any, that may be required to complete the deliverables. At this time Jacobs will also provide a detailed schedule of completion for all of the phase 1 deliverables.

If Jacobs can receive copies of the current Phase 1 deliverables we are prepared to begin review of the documents immediately prior to mobilization. This will allow us to complete the initial document assessment earlier than planned.

2. Completing PDB Procurement Documents

2.1 Request for Qualifications (RFQ)

Jacobs understands that the PDB procurement process has been temporarily delayed until the Authority finalizes its program management strategy. We understand the importance of keeping the procurement on track, both from the perspective of maintaining interest among the perspective proposers as well as maintaining stakeholder confidence that the program is progressing as planned.

Jacobs is committed to finalizing the first step of the procurement process, the RFQ, within the first 30-days following mobilization. The RFQ will clearly identify the Authority's evaluation criteria for selection of a shortlist of submitters to receive the Request for Proposals, as well as the Authority's scoring of the Statements of Qualifications (SOQ) received.

In addition to the RFQ document, Jacobs recommends preparation of a detailed SOQ Evaluation Manual to be used by the evaluation committee to evaluate the submittals. The manual will clearly define the process to be followed by the evaluation committee when reviewing the SOQs.

Our experience has shown us that clearly defined guidance materials are helpful in ensuring the scoring panel understands the evaluation criteria and scoring guidelines. This helps to ensure accurate scoring and reduces potential protests.

2.2 Request for Proposals (RFP)

Concurrent with completion of the RFQ, Jacobs will also begin the finalization of the RFP documents. Our goal is to complete the RFP in sufficient time to allow the Authority to maintain its current goal of having the progressive design builder under contract before the end of the year.

As stated above, Jacobs understands that the RFP documents include the following:

- Completion of the Program Definition Manual
- Request for Proposals document inclusive of selection/evaluation criteria
- Project Requirements
- General Conditions
- Contract (if required)

Jacobs has an extensive library of progressive design build procurement documents and will be able to complete the Request for Proposals document, the Project Requirements, General Conditions, and Contract within the first 60-days following mobilization.

We may be able to complete the Program Definition Manual within the 60-day time frame and will either confirm or revise our estimated time to complete the document within the first 14 days following mobilization when we have a better understanding of the quality of the existing work product.

Jacobs initial response team includes a senior terminal planner/designer, landside engineer, and airside engineer who will begin an immediate assessment of the current Program Definition Manual. Our team also includes several individuals with significant understanding of the development agreement and its constraints to ensure the final document is compliant with the agreement.

3. Completing Program Governance Documents

Jacobs understands the importance of establishing effective program governance policies, processes, and procedures as a foundation for successful implementation of any program. These provide the Authority with the ability to effectively monitor and control the program through all four phases. Jacobs also understands that the primary Phase 1 deliverables related to program governance are the Program Charter and Program Management Manual.

3.1 Program Charter

Jacobs will review the existing program charter and provide comments back to the Authority within the first 30-days. The Jacobs team includes individuals with previous work experience with the Authority as well as with the Authority's major airline partners. We will be prepared on Day 1 to work with the Authority and stakeholders to finalize the Program Charter. We are confident a draft charter can be completed within the first 60-days following mobilization.

3.2 Program Management Manual

As the top ENR Program Management Firm Jacobs has a significant library of Governance Documents. Jacobs will begin by evaluating the current Program Management Manual against our existing library to identify potential holes or missing elements. Jacobs will review existing Authority governance requirements including existing Authority policies and procedures, as well as federal, state, and local regulations. We will provide the Authority with an initial analysis of the current document within the first 30-days following mobilization. We will include a proposed table of contents for the final manual as part of this analysis.

The Program Management Manual will serve as a tool for the Authority, its consulting teams, and the progressive design builder. It will provide each member of the RPT program team with uniform and standardized direction along with the information necessary to successfully administer the Program. Following the initial assessment, Jacobs will deliver a draft Program Management Manual within 90-days following mobilization.

3.3 Program Management Information System (PMIS)

Jacobs will conduct an initial analysis of the existing or proposed PMIS and provide comments back to the Authority within the first 30-days following mobilization. The PMIS will be used to provide the tools required to monitor, scope, schedule, budget, safety, and quality of the program. The PMIS Jacobs will work closely with the Authority to understand its specific data and information requirements. Our review, and subsequent development of the final PMIS will include:

- **Development of integrated program controls** combining cost, scheduling, estimating, risk, quality, safety, and document control, as well as reporting requirements into a collaborative environment that enables project team members to view information from multiple perspectives allowing early identification and mitigation of potential issues affecting project delivery.
- **Established checks and balances** to ensure that proper levels of controls are in place to track and forecast funding sources, budgets, cash flow, schedules, and changes.
- **Transparent, timely and reliable forecasting/reporting** that streamlines project delivery and supports timely decision making.

We understand that the Authority will be using a number of funding sources to support the program including various federal grants and other federally regulated sources. Jacobs will ensure our PMIS is robust enough to support the unique monitoring and reporting requirements associated with the various funding sources.

Jacobs will work closely with the Authority to finalize the PMIS and its monitoring and reporting requirements including key performance indicators (KPIs). We will provide our recommended PMIS to the Authority within 90-days of mobilization. Jacobs will confirm or update this commitment within 14-days of mobilization based on our initial review of the existing deliverable.

4. Evaluation and/or Completion of the Current Cost Model

Immediately upon mobilization Jacobs will conduct a review of the current cost model for the project. Jacobs will provide our analysis and recommendations for changes, if any to the existing model within 30-days of mobilization.

Based on the condition of the existing model, Jacobs believes it can have a final cost model presenting not only the projected costs of the program, inclusive of all soft costs, hard costs and contingencies, but also a detailed cash flow analysis based on the current implementation schedule completed within the initial 90-days following mobilization.

5. Team

5.1 Program Management

Jacobs has committed Mr. Roger Johnson as the Program Manager for the Initial Response Team. Mr. Johnson will continue within this role on the Program until the progressive design builder has been selected. Mr. Johnson is available immediately. Mr. Johnson will remain on the program in an advisory role after the progressive design builder is under contract and the permanent Program Manager is on board.

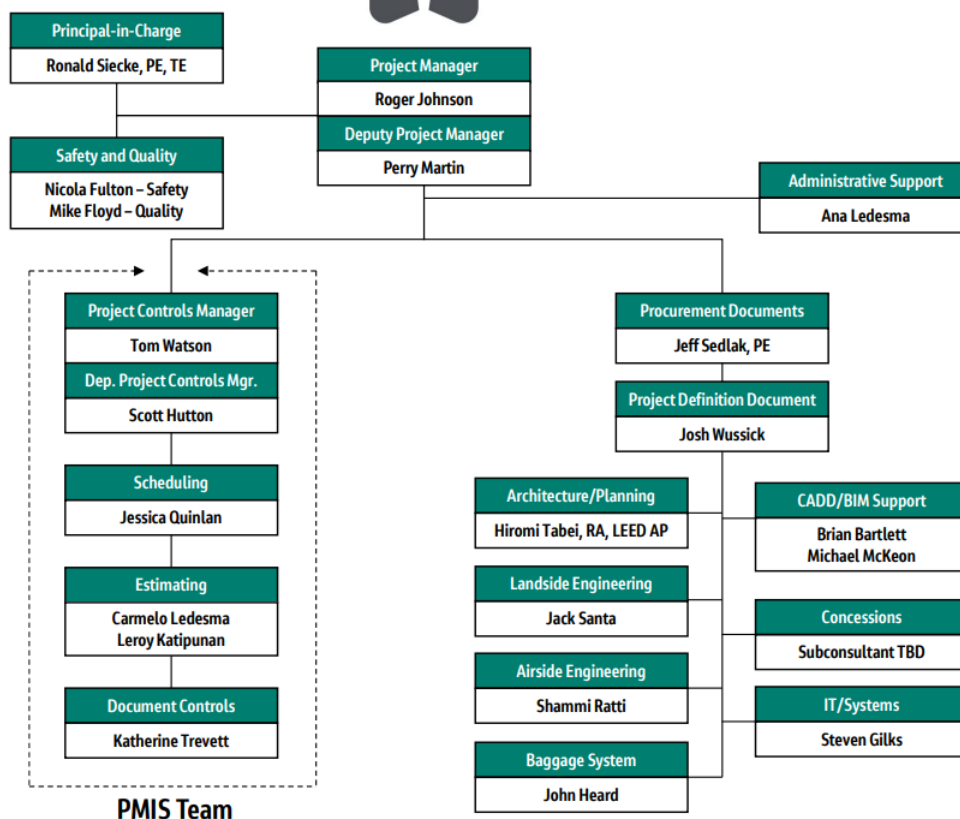
Mr. Ron Siecke will be Jacobs Principal in Charge. Mr. Siecke will be responsible for ensuring the availability and commitment of Jacobs' resources to this program.

The following Organization Chart provides our full team for the completion of Phase 1

Elevate BUR Program Management Phase 1 Organization



Jacobs



5.2 Existing Subcontractors

Jacobs understands that the current Program Management Team includes a number of local and disadvantage business enterprises. Jacobs will work closely with the Authority to identify existing team members with experience and/or expertise unique to the RPT program. Jacobs has existing relationships with many of these subcontractors and will work to retain as many of the existing subs as we can to capitalize on their institutional knowledge and maintain continuity.

6. Price Breakdown

6.1 Jacobs Labor

Name	Role	Rate	Hour	Extended
Roger Johnson	Program Manager, Sr.	\$391.71	488	\$191,152
Ronald Siecke	Project Management Principal	\$391.31	96	\$37,566
Jeffrey Sedlak (Jeff)	Procurement Strategy Manager, Sr.	\$319.96	390	\$124,784
Norman Petersen (Norm)	Construction Manager, Sr.	\$308.26	50	\$15,413
Michael Floyd	Planner, Sr. (Quality Review)	\$304.17	72	\$21,900
Perry Martin	Program Manager III	\$290.04	488	\$141,540
Shaminder Ratti (Shammi)	Design Manager, Sr.	\$268.03	120	\$32,163
Joshua Wussick	Project Manager, Sr.	\$255.28	390	\$99,561
Luis Garcia	Logistics Communications Manager, Sr.	\$245.46	50	\$12,273
Richard Santa Jr. (Jack)	Project Manager, Sr. (Landside)	\$228.08	120	\$27,369
Carmelo Ledesma	Estimator, Sr.	\$224.64	120	\$26,956
Thomas Watson	Project Controls, Sr.	\$218.30	250	\$54,575
Jessica Quinlan	Scheduler III	\$209.22	120	\$25,106
Scott Hutton	Project Controls, Sr.	\$206.37	250	\$51,592
Michael Mckeen	BIM Administrator, Sr.	\$198.05	160	\$31,687
Steven Gilks	IT Specialist, Sr.	\$188.94	120	\$22,673
Nichola Fulton	Safety Manager	\$184.39	96	\$17,701
John Heard	Technical Specialist III (BHS)	\$161.73	120	\$19,407
Catherine Trevett	Document Control, Sr.	\$152.33	390	\$59,408
Leroy Katipunan	Estimator II	\$148.19	120	\$17,783
Brian Bartlett	CADD Drafter, Sr.	\$147.63	160	\$23,621
Hiromi Tabei	Architect III	\$128.88	390	\$50,264
Anna Ledemsa	Administrative Assistant II	\$75.23	390	\$29,339
Jacobs Labor Subtotal			4,950	\$1,133,836
ODCs 12%				\$136,060.29
Subcontractors (Allowance)				\$150,000.00
Grand Total				\$1,419,896

6.2 Subconsultants

An allowance has been included in the not to exceed price in the amount of \$150,000.



RPT Program Leadership

Burbank-Glendale-Pasadena Airport Authority
Hollywood Burbank Airport

April 21, 2022





Roger Johnson

Program Manager, Sr.

- 45 years of successful airport improvement project delivery
- Alternative delivery expert

- Former Deputy Executive Director at LAX
- **Program Executive | LAX Landside Access Modernization Program, 2015 – 2018**
- **Executive Advisor/Contract Negotiations Lead | OMA Terminal Redevelopment Program, 2018–present**
- **Executive Advisor/Procurement Lead | New Mobile Downtown Airport, 2021–present**
- **Executive Advisor | ORD Terminal Program, 2017-present**
- **Delivery Strategy/Procurement Lead | ONT FIS Facility Replacement, 2018–2019**



Perry Martin

Program Manager III

- 24 years' extensive aviation experience managing design and construction of Airport Facilities

- Former Southwest Airline Project Manager
- **Deputy Program Director | DEN Great Hall Completion Program, 2020–2021**
- **Program Director/Element Manager | IAH Terminal Redevelopment Program (ITRP), 2016–2020**
- **Program Director | FLL Modernization Program at Terminal 1 (FLMP), Southwest Airlines, 2014–2016**
- **Senior Project Manager | Abu Dhabi International Airport Program, 2010–2014**



Ron Siecke, PE, TE

Project Management Principal

- 32 years of aviation planning, engineering, and management experience
- Airport access expert

- Jacobs Regional Solutions Lead for Aviation
- **Project Management Principal | LAX Project and Construction Management Services, 2016-present**
- **Project Principal | LGB On-Call Engineering Services, 2016-present**
- **Principal-in-Charge | ONT On-Call Professional Engineering, Architecture and Support Services, 2018-present**
- **Project Executive | LAX A380 Engineering / Maintenance Hangar, 2013–2018**
- **Principal-in-Charge | SAN Terminal 2 West Building and Airside Expansion (The Green Build), 2009–2013**
- **Senior Engineer/Planner | LAX Midfield Concourse Program Critical Document, 2007–2008**



Jeff Sedlak, PE

Procurement Strategy Manager, Sr.

- 21 years of successful airport improvement project delivery
- Alternative delivery expert

- 9 years as Head of Planning and Development at LGB
- **Modernization Program Manager | LGB Phase I Improvements to the Terminal Area, 2006–2015**
- **Resource Manager | LAX Project and Construction Management Services, 2016–present**
- **Program Manager | Delta Air Lines LAX West Aircraft Maintenance Area Program, 2016–2020**
- **Project Principal | LGB Phase II Terminal Area Improvements Project Definition, 2017–2018**
- **Contract/Project Manager | ONT FIS Facility Replacement RFP Preparation and Procurement Support, 2018**
- **Project/Procurement Manager | Delta Air Lines LAX GSE Facility RFP Preparation and Management, 2018**



Roger A. Johnson

Program Manager, Sr.

Profile

Roger is an engineer with over 45 years of experience in airport management and operations, program management, construction and construction management, airport planning, engineering, and environmental management. Prior to joining Jacobs Roger served as the Deputy Executive Director of Los Angeles World Airports with responsibility for managing Los Angeles International Airport (LAX), Los Angeles/Ontario International Airport (ONT), and Van Nuys General Aviation Airport (VNY).

Within his role as Deputy Executive Director Roger held leadership responsibilities for various divisions with the organization including:

- Planning
- Engineering
- Environmental Management
- Information Technology
- Property Acquisition
- Construction and Development

For 15 years served as the Program Manager/Executive-in-charge of the Airport's capital development projects. Mr. Johnson created the Airports Development Group (ADG) which was responsible for capital development at all three airports owned and operated by the City of Los Angeles. In his role as Program Manager/Executive-in-charge, he established and managed an organization that completed approximately \$8 billion in capital improvements on time and within budget, with an additional \$3.3 billion of work in progress, and an additional \$6.5 billion in procurement. Mr. Johnson has personally negotiated over \$15 billion of construction contracts and approximately \$3 billion in professional services contracts supporting capital development. Representative projects include:

- Two New International Terminals at approximately \$3.8 billion US
- Renovation of six Terminals.
- Two new runways and seven taxiways
- One \$2.2 billion (capital costs) US Automated People Mover
- One \$300 million Intermodal Transportation Facility (4,800 stall parking facility expandable to 10,000.
- Various airport support facilities such as Airport Rescue and Firefighting Facility (ARFF), Maintenance Hangars, Landside and Roadway Improvements

Roger has pioneered the use of alternative delivery within the City of Los Angeles including Construction Manager at Risk (CMAR), design-build and progressive design-build with over \$6 billion in contract awards using alternative delivery methods. He also led the City's first public-private partnership procurement of the \$4.9 billion LAX Automated People Mover Project and the \$2 billion Consolidated Rental Car Facility.

In addition to his experience with the City of Los Angeles, Roger has consulted at over 100 airports throughout the U.S., Europe and Asia. His project experience ranges from large and medium hub international airports, medium sized regional airports, to general aviation airports. He has broad experience with airport development for terminal, landside, and airside projects. Roger has a thorough understanding of what it takes to make a project happen and has led projects from the initial conceptualization through planning, environmental, entitlement, design construction, commissioning, activation, and closeout.

His time at LAWA as a Deputy Executive Director with responsibility for Capital Development, Planning, and Environmental Management has given him the ability to work with the client to understand a project from their point of view.

Key skills Areas of expertise	<ul style="list-style-type: none">▪ 45 years of successful airport improvement project delivery▪ Alternative delivery expert▪ Expertise in all phases of airport development▪ Capital funding experience with AIP grant applications, administration, and assurances
Education Qualifications	<ul style="list-style-type: none">▪ BS, Engineering, California State Polytechnical University at Pomona (<i>Magna cum Laude</i>)
Memberships Affiliations	<ul style="list-style-type: none">▪ Member, Design Build Institute of America▪ Design Build Institute of America Western-Pacific Region Board Member▪ Transportation Research Board Environmental Impacts of Aviation Committee▪ Vice-Chair, Dean's Advisory Committee, College of Engineering, Computer Science and Technology, California State University, Los Angeles▪ Airport Council International World Standing Committee on the Environment▪ Airport Council International OPSID Committee Steering Committee▪ Airport Council International Project Delivery Working Group
Awards Honors	<ul style="list-style-type: none">▪ Design Build Institute of America Brunelleschi Lifetime Achievement Award 2017▪ ENR Newsmaker Award 2014▪ Engineering News Record (ENR) National Airport/Transit Project of the Year 2013

Employment history

- Entered the profession in 1979 / Primarily in Aviation Work Since 1988 / Joined Jacobs in 2018

Relevant project experience

- **OMA Terminal Redevelopment Program, Omaha International Airport Authority (OIAA), Omaha, NE, 2018–present, Executive Advisor, Contract Negotiations Lead.** Omaha International Airport Authority (OIAA) has embarked on the first terminal redevelopment program since 1984. OIAA decided to pursue the terminal redevelopment using a progressive design/build delivery method. This is the first time the authority has utilized this delivery method. Jacobs has been retained by OMA to provide project and construction management support. Mr. Johnson has assisted the authority in drafting the contract documents, including;
 - Underlying Contract
 - Project Requirements
 - General Conditions

He also provided support to the authority during contract negotiations, advising them on design and preconstruction services costs under phase 1 of the contract. Mr. Johnson has conducted training for OMA staff and outside counsel on the development and negotiation of Component and Guaranteed Maximum Price (GMP) proposals.

As Executive Advisor, Roger assisted in the development of the Progressive Design-Builder contract documents. Assisted in Phase 1 contract negotiations. Progressive Design-Build training.

Relevant project experience (*continued*)

- **New Mobile Downtown Airport, Mobile Airport Authority, Mobile, AL, 2021–present, Executive Advisor, Delivery Strategy/Procurement Lead.** Jacobs/Leigh Fisher, was retained by Mobile Airport Authority (MAA) to prepare an updated Master Plan for the Mobile Downtown Airport (BFM). The Master Plan concluded that MAA could recover significant passenger activity by relocating primary air carrier operations from Mobile Regional Airport back to BFM. MAA's board adopted the Master Plan and directed staff to implement the Master Plan with a goal of completing the relocation no later than the end of 2024.

Jacobs was tasked with assisting MAA in crafting a development strategy that would facilitate the design and construction by the end of 2024 of the following elements:

- A new five-gate passenger terminal (expandable to 12-gates at full build-out)
- A new parking garage (approximately 3,500 stalls)
- Consolidated Rental Car Ready/Return facilities
- New Access Roadways
- Airside improvements

MAA elected to implement the project utilizing a Progressive Design Build (PDB) delivery method. Mr. Johnson led the development of the PDB procurement documents and assisted MAA in proposal evaluations. He also assisted MAA in contract negotiations with the selected progressive design-builder

As Executive Advisor, Roger led the development of the project delivery strategy to meet the aggressive opening date. Led the development of the procurement documents for the Progressive Design-Builder and contract negotiations.

- **ONT Replacement Federal Inspection Services (FIS) Facility, Ontario International Airport Authority (OIAA), Ontario, CA, 2018–2019, Delivery Strategy / Procurement Lead.** Ontario International Airport (ONT) is well positioned to become the second international gateway to the Southern California Region. The existing FIS facilities are not adequate to meet an increase in international arrivals at the airport. Jacobs was retained by the Ontario International Airport Authority (OIAA) to assist them with contractor procurement. Roger led the team in developing:
 - An FIS Delivery Strategy (Progressive Design/Build)
 - Development of Procurement Documents:
 - Request for Proposals
 - Contract
 - General Conditions
 - Special Conditions
 - Project Requirements

Mr. Johnson also led the pre-proposal conference for the procurement.

Led the development of the Progressive Design-Builder Request for Proposals. Led the technical review of the six submittals. Assisted in contract negotiations with the selected design-builder.

Relevant project experience (*continued*)

- **ORD Terminal Program, Chicago Department of Aviation (CDA), Chicago, IL, 2017-present, Executive Advisor.** CDA has initiated an aggressive \$6.5 billion program to add gates, upgrade and/or replace Terminal facilities at Chicago International Airport (ORD). Mr. Johnson began assisting DOA while still working for Los Angeles World Airports. He assisted the then Commissioner of Aviation in the development of the procurement documents to procure three Construction Managers at Risk (CMARs). Also, while with LAWA he was one of three outside technical reviewers of the CMAR submittals. DOA received a total of six submittals and have shortlisted three to assist them in the terminal program.

Jacobs was retained by DOA to provide Program Management services to DOA. With Jacobs, Mr. Johnson assisted DOA in the negotiations of the CMAR for the first terminal project (Terminal 5). He led the technical evaluation of the price proposals and assisted DOA in holding one-on-one meetings with the contractors.

- **LAX Landside Access Modernization Program (LAMP), Los Angeles World Airports (LAWA), Los Angeles, CA, 2015 – 2018, Program Executive.** LAMP was developed to improve ground access options for the traveling public departing and arriving at LAX. LAMP is an approximately \$6.5 billion program comprised of a number of projects and policy decisions that collectively are designed to achieve the following:
 - Improve the travel experience for passengers, providing time certain travel from the I-405 freeway to the Central Terminal Area (CTA)
 - Provide alternatives to passenger vehicles and shared ride vehicles accessing the CTA
 - Provide a direct connection to the regional mass transit rail system
 - Reduce traffic congestion in and around LAX
 - Improve regional air quality by reducing passenger miles traveled by private vehicles.

LAMP is comprised of the following components:

- Automated People Mover (APM) – An elevated 2.25-mile people mover system comprised of six stations that will connect travelers to the regional rail system, a consolidated rental car facility, and other drop-off/pick-up locations.
- Consolidated Rent-A-Car Facility (ConRAC) – A facility that will house multiple Rent-A-Car companies in one area with easy access to the local freeways and regional mass transit.
- Intermodal Transportation Facilities (ITF) – Facilities for airport parking and passenger drop-off and pick-up from personal vehicles, buses, shuttles, taxis and ride-sharing services.
- Roadways/Utility Improvements – Designed to alleviate traffic congestion in and around the airport and replace, relocated and/or develop utility systems in support of the various LAMP component projects.

As Program Executive, Roger was charged with overall responsibility for program development, entitlement, public and political outreach, scope development, budget development, decisions related to project delivery, project packaging, and procurement.

Relevant project experience (*continued*)

- **LAX Airport Development Program, Los Angeles World Airports (LAWA), Los Angeles, CA, 2007–2015, Program Executive / Program Manager.** Beginning in October of 2007, Roger led the creation and development of the \$4.1 billion Los Angeles International Airport (LAX) Airport Development Program. The LAX Airport Development Program was designed to deliver the airside and terminal facilities required to accommodate the new generation aircraft, (Airbus A380 and Boeing 747-8). The program included:
 - The new Tom Bradley International Terminal. The new Tom Bradley Terminal included 1.3 million square feet of new construction including the addition of 12 new contact gates (including nine aircraft design group VI gates). The project also included the development of new aircraft parking aprons, new hydrant delivery system, new inbound baggage system and the expansion of the existing International Terminal building. The \$2.2 billion project was delivered using a Construction Manager at Risk (CMAR) delivery method. This was the first time the CMAR delivery method was used by the City of Los Angeles. The overall project was completed under a very aggressive 42-month schedule with the first phase of construction complete within 34 months of site availability.
 - A new LAX Central Utility Plant (CUP). Heating and cooling of the physical facilities within the LAX Central Terminal Area (CTA) is provided by a CUP. The existing LAX CUP was brought online in 1959. The old plant did not have sufficient capacity to accommodate the heating and cooling requirements of the new facilities to be added under the LAX Development Program. In addition, the old CUP was inefficient and could no longer meet the more stringent air emission requirements. The new \$240 million CUP was delivered using a design-build delivery method. This was the first use of design/build by the City of Los Angeles.
 - Numerous airside facilities including the demolition of three existing taxiways, construction of three new aircraft design group VI taxiways and relocation of a runway.

As Program Executive / Program Manager, Roger led the development of the procurement of all PM/CM, Architectural and Engineering Professional services including selection, award and contract negotiations, established document control and financial and project reporting standards used to manage all projects in the Airport Development Group. Oversaw all permitting and entitlement activities including CEQA and NEPA.

- **LAX Automated People Mover (APM), Los Angeles World Airports (LAWA), Los Angeles, CA, 2015–2018, Project Executive / Program Manager.** The LAX APM is the cornerstone of the Landside Access Modernization Program (LAMP). The APM is a 2.25-mile elevated electric people mover. The APM will connect arriving and departing passengers with six-stations (three within the Central Terminal Area (CTA) and three outside the CTA).

The APM will provide time-certain travel (10 minutes) into the CTA from regional freeways and a newly developed Consolidated Rental Car Facility (ConRAC). The APM is the first design-build-finance-operate-maintain (DBFOM) project undertaken by the City of Los Angeles. The project is being delivered under a 30-year, \$4.9 billion contract (five-year construction and 25-year operation and maintenance). Under this contract the APM developer will finance approximately 50% of the cost of construction. The developer will receive availability payments during the operations and maintenance period based on the system performance. The APM is scheduled to be operational the first quarter of 2023.

As Program Executive, Roger was responsible for all aspects of the financial and technical elements of the project. Led development of the procurement documents, led the procurement process. Led all proposer meetings including multiple on-one one and alternative technical concept meetings. Led the negotiations of the final contract.

Relevant project experience (*continued*)

- **LAX Consolidated Rental Car Facility (ConRAC), Los Angeles World Airports (LAWA), Los Angeles, CA, 2015–2018, Project Executive / Program Manager.** The LAX ConRAC is the second major element of the LAX LAMP Program. The ConRAC will consolidate over 20 rental car companies currently operating out of individual facilities into one centralized facility. The approximately seven million square foot facility is designed to support 20,000 rental car transactions per day. The ConRAC will include the Customer Service Building, Ready Return, and Long-Term Storage facilities all under one roof.

The ConRAC will also include an integrated APM station allowing direct access from the LAX Central Terminal Area (CTA) to the ConRAC. The ConRAC/APM system will remove over 20% of the ground vehicle traffic currently using the local roadways. The ConRAC is the second DBFOM project undertaken by the City of Los Angeles. Under the availability payment type agreement, the developer will finance approximately 50% of the capital cost of construction. The developer will then operate and maintain the facility for 25 years. The developer will receive availability payments over the term of the contract based on the performance of the ConRAC.

As Project Executive/Program Manager, Roger was responsible for all financial and technical elements of the project. Led development of the procurement documents and the procurement process.

- **LAX Midfield Satellite Concourse (MSC), Los Angeles World Airports (LAWA), Los Angeles, CA, 2014–2018, Project Executive / Program Manager.** Beginning in 2014 led the development of the LAX MSC project. The MSC is a new international/domestic concourse being built to the west of the New Tom Bradley International Terminal. The project is being built in two phases due to site constraints. The \$1.6 billion first phase, scheduled for completion in December of 2019 will add 12 new gates, including two new Group VI aircraft gates to LAX. The MSC connects to the Tom Bradley International Terminal via an underground tunnel.

The project included an extension of the Tom Bradley International Terminal to the west with new concessions facilities to accommodate the passenger connector tunnel. The tunnel will allow for both secure and sterile passengers. In addition, the MSC will include bussing facilities allowing the terminal to provide contact gate alternatives for other LAX terminals as they undergo renovation and reconstruction. The MSC includes the first use of an Individual Carrier System (ICS) baggage system at LAX and includes development of a new Inline Baggage Screening facility, sortation, and early bag storage for both the Tom Bradley International Terminal and the MSC. The MSC was delivered using progressive design-build.

As Project Executive/Program Manager, Roger was responsible for all aspects of the financial and technical elements of the project. Led the development of the procurement strategy, procurement documents and procurement process. Led the contract negotiations and design development. Led the development of the Guaranteed Maximum Price (GMP). Oversaw design, construction, commissioning and activation of the facility.

Relevant project experience (*continued*)

- **LAX Midfield Satellite Concourse (MSC) Enabling Projects, Los Angeles World Airports (LAWA), Los Angeles, CA, 2014–2016, Project Executive / Program Manager.** The area to be occupied by the new MSC included numerous buildings, utilities, and other facilities that required demolition and/or relocation before the MSC could be constructed. This \$50 million progressive design-build contract was awarded prior to completion of the MSC programming document allowing the MSC project to stay on schedule. The scope of the enabling contract included the demolition of a super bay aircraft maintenance hangar originally constructed by TWA in the late 1950s.

The hangar was being used by Qantas airlines for all of their maintenance on their international fleet including 747 and A380 aircraft. Because of the age of the hangar the project included extensive contaminated building material and hazardous material abatement. The enabling work also required the relocation and upgrading of the fiber-optic cable serving the FAA's Air Traffic Control Tower (ATC). The project including rerouting over 4 miles of underground fiber from the west side of the airport to the ATC as well as several miles of fiber from the LAX localizer to the ATC. The enabling work also included several miles of electrical, storm drainage, and domestic and fire water utility relocations. The MSC enabling project was the first project performed by the City of Los Angeles using the progressive design-build delivery method.

As Project Executive/Program Manager, Roger was responsible for all aspects of the financial and technical elements of the project. Led the development of the procurement documents and process. Led the development of the delivery strategy using the progressive design-build methodology.

- **LAX Tom Bradley International Terminal Redevelopment, Los Angeles World Airports (LAWA), Los Angeles, CA, 2013–2016, Deputy Executive Director – Program Manager.** Recently completed the 30-month, \$375M renovation of the existing portion of the Tom Bradley International Terminal redevelopment that due to phasing reason need to commence after the completion of the previous project. The renovation included the sequential demolition of the existing north and south and north concourses and replacement of the aircraft parking apron. It also included 400,000 square feet of renovation including the development two new loading docks, the reconfiguration of the existing international arrivals area and the consolidation and expansion of the TSA Security Screening Checkpoints. This renovation took place inside an operational terminal building with the requisite challenges of maintaining public safety, security and operational readiness for 20 hours a day.

As Project Executive/Program Manager, Roger was responsible for procurement and delivery strategy, oversaw design, construction, commissioning and activation of the facility.

Relevant project experience (*continued*)

- **LAX Bradley West International Terminal Expansion, Los Angeles World Airports (LAWA), Los Angeles, CA, 2007–2013, Deputy Executive Director – Project Executive.** Beginning in October of 2007 led the development the Tom Bradley International Terminal Redevelopment Program and was a key component of the formulation of the Airports Development Program. This included the development of RFQs/ RFPs for all PM/CM, architectural and engineering professional services including selection, award and contract negotiations. Worked with others to establish document control and financial and project reporting standards used to manage all projects in the Airport Development Group. Project Executive for the Tom Bradley Redevelopment Program ultimately responsible for leading the project planning, managing the design consultants as well as overseeing the construction, commission and activation of the 1.3 million square foot \$1.7B International Terminal.

The program included the relocation of three taxiways, development of new aircraft parking aprons and expansion of the existing terminal building. The overall project was completed under a very aggressive 42-month schedule with the terminal component complete in 34 months from the site becoming available. The project was awarded the Engineering News Record National Airport /Transit Project of the Year in 2013.

As Project Executive/Program Manager, Roger was responsible for all aspects of the financial and technical elements of the project. Led the development of the procurement strategy, procurement documents and procurement process. Led the contract negotiations and design development. Led the development of the Guaranteed Maximum Price (GMP). Oversaw design, construction, commissioning and activation of the facility

- **LAX Terminal 4 (T-4) Connector Project, Los Angeles World Airports (LAWA), Los Angeles, CA, 2011–2017, Project Executive/Program Manager.** Los Angeles International Airport (LAX) is an international hub for American Airlines. While the Tom Bradley International Terminal is located immediately adjacent to American Airlines' Terminal 4, all arriving international passengers connecting on American and/or their code share partners had to exit the Tom Bradley International Terminal to go back through security screening in Terminal 4. The \$180 million T-4 connector project provides a covered connection for arriving international passengers connecting to American Airlines as well as other airlines operating on the south side of LAX. The T-4 connector included the following:
 - A secure connector connecting the Tom Bradley International Terminal to Terminal 4. Domestic passengers arriving in Terminal 4 can connect to the international terminal with no rescreening.
 - A new in-line checked bag screening system for Terminal 4 departing passengers.
 - A new checked bag recheck facility for connecting international passengers.
 - A new TSA Security Check Point for connecting international passengers
 - A new bus facility allowing arriving connecting passengers to connect to the other four terminals on the south side of the LAX Central Terminal Area.

The T-4 Connector Project was delivered using a design-build delivery method.

As Project Executive/Program Manager, Roger was responsible for all technical and financial elements of the project. Led the selection of the delivery methodology and development of the procurement documents and procurement process. Oversaw design, construction, commissioning and activation of the facility



Perry L. Martin

Program Manager III

Profile

Mr. Martin has 36 years' professional experience, with 24 years of extensive aviation experience managing design and construction of Airport Facilities. He has been a key manager on multi-billion-dollar programs and has managed multi-million-dollar projects and programs from planning, procurement, negotiating contracts, design, construction, commissioning, and close-out. Perry has procured and managed projects utilizing numerous delivery methods, including design-bid-build, design-build, and alternative delivery such as progressive design-build and construction manager at risk (CMAR).

Perry possesses strong leadership and people skills and has managed teams successfully to achieve client goals and program requirements. He is a forward thinker, constantly utilizing his experience and skills to manage project objectives and risks to ensure program success. Perry has managed projects domestically at 53 airports and internationally at the Abu Dhabi International Airport. He has extensive experience with airport and airline operations and understands the importance of such as it relates to design, construction phasing, and implementation.

Key skills | Areas of expertise

- Program/project skills and expertise includes scope development, qualifying architects/engineers (A/Es) and contractors, preparing requests for proposals for A/Es and contractors, contract management, providing A/E design oversight and management, coordinating and obtaining city and airport approvals; management of stakeholders; risks; change control; providing on-site construction oversight; reporting; safety; project controls; quality control and coordinating project close-out and commissioning.
- Professional aviation expertise includes terminal and concourse expansion projects, Federal Inspection Services (FIS) facilities, bus gate operations, hold rooms, customer service and ground operations areas; cargo facilities; hydrant fueling; 400hz aircraft ground power; preconditioned air; flight crew operations; ground service equipment; baggage handling; security checkpoints; baggage screening; aircraft parking; special airport systems; passenger loading bridges; concessions; airline lounges and air carrier relocations.
- Federal Inspection Services (FIS) Facility Experience includes coordinating design meetings, CBP Airline Technical Design Standards (ATDS), coordination with the local Office of Field Operations (OFO) staff, coordination with Office of Information & Technology (OIT) for special systems, coordination with the Airport Authority and CBP with regards to IT, access control and CCTV integration, coordination of the Minimum Security Requirements (MSR) developed for the specific airport, coordination of Primary and Secondary layout for proper passenger flow.

Education | Qualifications

- Project Manager, Southwest Airlines Company Corporate Real Estate, 1998 – 2004
- Associate of Science, Drafting & Design, Texas State Technical College, 1986

Training

- Project Management Certification (PMC), 2012
- Advanced Project Management Workshop, 2018

Employment history

- March 2020 to Present, Jacobs Limited, Senior Global Program Manager
- January 2010 to March 2020, Parsons Corporation, Program Director
- June 2004 to January 2010, Vasey Aviation Group, LLC, VP/Program Manager
- June 1998 to June 2004, Southwest Airlines Company, Project Manager
- February 1986 to June 1998, Various Architectural/Engineering firms, CADD Operator/Project Manager

Relevant project experience

- **DEN Great Hall Completion Program, City and County of Denver, Denver, CO, 2020–2021, Deputy Program Director.** Denver International Airport embarked on the renovation of the Great Hall, which is the area under the tents of the airport's Jeppesen Terminal. The terminal encompasses 1.5 million square feet. The objective is to enhance safety and security, improve passenger flow and increase capacity. Phase 1 creates new modern ticketing pods for United Airlines and Southwest Airlines, Phase 2 focuses primarily on enhancing security. Specifically, Phase 2 will construct a new enclosed checkpoint on the northwest end of Level 6. This new checkpoint will provide for additional lanes and more advanced technology.

As Deputy Program Manager, Perry was responsible for managing Jacobs's Program Management Services including sub-consultants to support the delivery of the Great Hall Completion Program - Phase 1 which included program management; project controls; estimating and document control support; Mechanical and Electrical subject matter experts; stakeholder management; and site safety management.

- **IAH Terminal Redevelopment Program (ITRP), Houston Airport System, Houston, TX, 2016–2020, Program Director/Element Manager.** The IAH Terminal Redevelopment Program is a capital improvement program designed to modernize and expand facilities at George Bush Intercontinental Airport (IAH). The scope includes project management and construction management of the \$900 million ITRP. The PMSS delivery team under the Executive Program Manager is providing program management support services. The PMSS team provides PM/CM services during all phases of the program; including the initiation; procurement; definition; design; construction; commissioning and activation; and closeout phases.

As the Program Director/Element Manager for the \$475 million International Central Processing Hall and FIS Renovation/Expansion project, Perry was responsible for coordinating procurement of the A/E and CMAR contractor. Additional responsibilities include leading the PM/CM team; coordination with Houston Airport Systems; contract administration; cost, budget, and schedule control; value engineering; design management; stakeholder management; construction management; safety and security management; quality control; reporting; commissioning and activation.

Relevant project experience (*continued*)

- **FLL Modernization Program at Terminal 1 (FLMP), Southwest Airlines and Broward County Aviation Department, Fort Lauderdale, FL, 2014–2016, Program Director.** Program included the installation of a 12-lane centralized Transportation Security Administration (TSA) checkpoint, design and construction of a five-gate international concourse that included a Federal Inspection Services (FIS) Facility, and miscellaneous enabling projects at Terminal 1.

As Program Director for the \$300 Million Program, Perry provided leadership to the PM/CM team, coordinated procurement of the A&E and CMAR contractor with Broward County Aviation Department and Southwest Airlines. Additional responsibilities included coordination with Broward County; contract administration; cost; budget and schedule control; value engineering; design management; stakeholder management; construction management; safety and security management; quality control; reporting; commissioning and activation.

- **Abu Dhabi International Airport Program, Abu Dhabi Airports Company, Abu Dhabi, United Arab Emirates, 2010–2014, Senior Project Manager.** New Midfield Terminal Building, Concourses with 65 gates and existing airport Capacity Enhancement Program (CEP). The CEP Terminal 3 Expansion Projects totaled \$130 million. The scope included a new 20 gate bus building (32,000 sq. ft.) to service hard stands; new 16 lane transfer security checkpoint (9,000 sq. ft.); concourse expansion with ramp modifications to accommodate 2 additional A380 aircraft (8,000 sq. ft.); transfer baggage facility expansion (11,000 sq. ft.) and a United States Customs and Border Protection Pre-Clearance Facility (21,000 sq. ft.) inclusive of a standalone U.S. baggage handling facility (12,000 sq. ft.).

Perry's responsibilities on the CEP included A&E and contractor procurement; contract administration; cost, budget; and schedule control; value engineering; design management; operational planning; stakeholder management; construction management; safety and security management; quality control; reporting; commissioning and activation.

- **Various Aviation Project Management Assignments, 2004–2010.**
 - Southwest Airlines Expansions, Denver International Airport.
 - New \$150 million Branson Airport and Terminal.
 - United Airlines Five-Gate Concourse Relocation, Las Vegas McCarran.
 - Southwest Airlines Expansions, Phoenix Sky Harbor International Airport.
 - United Airlines – LAX, Terminal 7 and 8 Aircraft Re-Alignment, GSE charger installations, hydrant fuel pit installations, cargo renovations, aircraft maintenance renovations.
 - Southwest Airlines New Terminal – Islip, Long Island MacArthur Airport.



Ronald C. Siecke, P.E., T.E.

Project Management Principal

Profile

Ronald (Ron) is a lifelong Southern California resident who has spent his entire career delivering aviation projects in the U.S. Ron brings 32 years of aviation planning, engineering, and management experience on projects that range from operational improvements to large-scale developments. Ron has prepared plans, specifications, and estimates (PS&E) packages, completed master plans, and conducted strategic planning studies for numerous airports in major west coast cities

including Los Angeles, Seattle, Portland, Oakland, San Francisco, Ontario, San Diego, and Phoenix. He engages frequently with his clients to tackle tough issues while maintaining a high client satisfaction rating.

Ron maintains long-standing relationships with DBE, SBE, and other consultants throughout Southern California to provide clients with access to an unlimited network of professionals to support program needs.

Key skills | Areas of expertise

- Aviation planning, design, and management expert
- Principal-in-charge for numerous Task Order contracts throughout the western US
- Transit connectivity
- Airport access roadways
- Traffic planning and congestion modeling

Education | Qualifications

- MBA, Business Administration
- BS, Civil Engineering

Registrations | Certifications

- PE: CA (#C59234, and #T1735)

Memberships | Affiliations

- Airports Council International (ACI) Member, Operations, Planning, Safety, Infrastructure, & Development Committee (OPSID)
- Airport Consultants Council (ACC) – Past Chair, Finance and Project Delivery Committee
- ACC – Member, Engineering Committee
- Airport Cooperative Research Program (ACRP) Past Panel Chair
- American Association of Airport Executives (AAAE) Member, Facilities and Technical Services Committee

Training

- Project Management, Civil Engineering, Traffic Engineering, Transportation Planning

Employment history

- 2013-Present: Jacobs (9 years) / HNTB (10 years) / CDM Smith (2 years) / P&D Consultants (12 years)

Relevant project experience

- **LAX Project and Construction Management Services, Los Angeles World Airports, Los Angeles, CA, 2016-present, Project Management Principal.** Jacobs was selected to support LAWA's multi-billion-dollar construction program at LAX, providing a broad range of project and construction management services to support LAWA's Landside Access Modernization Program, Airline/Tenant Improvement, and Capital Improvement Programs.

Ron is responsible for day-to-day client coordination and operations of multiple teams providing a wide array of services including planning; project development; design management; construction management, logistics, and impact analysis; staff training and development; change management; environmental reporting; and public-private partnership (P3) procurement and management support.

- **LGB On-Call Engineering Services, City of Long Beach, Long Beach, CA, 2016-present, Project Principal.** Ron is providing oversight of our task order contract to support a variety of airfield, landside, and terminal development projects, and specialty consulting and facility condition assessment services. He directs staff to deliver staff extension services, terminal planning and design, airfield civil, electrical FCA, electrical and structural design, environmental compliance, and PM/CM services. To date, has overseen the successful completion of 25 task orders.
- **ONT On-Call Professional Engineering, Architecture and Support Services, Ontario International Airport Authority (OIAA), Ontario, CA, 2018-present, Principal-in-Charge.** This task order contract provides the OIAA with design services, design review services, design consultation, coordination, and support. Ron serves as the executive level point of contact, responsible for ensuring that the Jacobs team is meeting OIAA's needs and expectations. He provides corporate reach-back, as needed, to secure and reassign project team resources and conducts client satisfaction surveys throughout the contract.
- **LAX A380 Engineering / Maintenance Hangar, Qantas Airways Limited, Los Angeles, CA, 2013–2018, Project Executive.** Jacobs was selected by Qantas Airways Limited to provide project management services for the design and construction of the first A380 hangar in North America. Jacobs provided coordination and management between Qantas' Design-Build Contractor, Los Angeles World Airports, Los Angeles Department of Building & Safety, FAA, TSA, and other authorities having jurisdiction.

Ron was responsible for oversight of PM/CM activities associated with a new engineering maintenance hangar at LAX. The facility includes ramp positions, a hangar with support shops, administrative and training areas and parking areas. The hangar was the first in North America to accommodate the A-380 aircraft in a fully enclosed space. The contractor selected by Qantas was unfamiliar with LAWA's construction requirements and our team was instrumental in managing the contractor to successful completion of the project within the original budget.

- **SAN Terminal 2 West Building and Airside Expansion (The Green Build), San Diego County Regional Airport Authority (SDCRAA), San Diego, CA, 2009–2013, Principal-in-Charge.** This \$470M LEED Silver terminal expansion consisted of 430,000 SF of new public and non-public areas, providing 10 additional contact aircraft gates, while the airside pavement expansion included an area of 1.5M SF, including aircraft parking, aprons, taxiways, and taxi lanes. Work also included expansion of the central utility plant and remote baggage and common use check-in. Underground utilities included storm, water, sanitary sewer, stormwater treatment system, high and medium voltage, 400-Hz aircraft ground power, airfield taxiway lighting and signage, IT, and security systems.

Maximized collaboration occurred by co-locating design and construction teams onsite with the owner. Ron was responsible for management, oversight, and quality assurance of the civil engineering team deployed on the project. He was heavily involved in early planning and pre-construction activities during which numerous scenarios were developed to mitigate disruptions to operational functions during construction.

Relevant project experience (*continued*)

- **LAX On-Call Professional Engineering and Design Services, Los Angeles World Airports, Los Angeles, CA, 2009–2013, Principal-in-Charge.** This task order contract consisted of projects involving preparation of a comprehensive Airport Pavement Management System (APMS) for LAX, ONT, and VNY; preparation of Airport Layout Plan (ALP) updates for all three airports; preliminary design of the LAX Runway 25R east end rehabilitation; and extension of Taxiway C. Ron was responsible for management, oversight, and quality assurance for the contract. The scope also included a full replacement/ refurbishment of all airfield markings resulting in full Part 139 certification for LAX, a longtime achievement that was recognized by the Board of Airport Commissioners.
- **LAX Midfield Concourse Program Critical Document, Los Angeles World Airports, Los Angeles, CA, 2007–2008, Senior Engineer / Planner.** Focused on how a new Central Terminal Processor would integrate into the existing landside and parking system east of the TBIT in the central terminal area. Developed an innovative conceptual plan for an integrated Ground Transportation Center (GTC) located on the ground floor of the new processor. This \$1.5B project consisted of landside layout alternatives and conceptual site plans associated with the Midfield Satellite Concourse (MSC) and TBIT Expansion. The GTC would serve all three terminals at the end of the horseshoe (Terminals 3 and 4 and TBIT). The concept would alleviate the curbside congestion commonly experienced in front of TBIT on the arrivals level roadway.
- **LAX Advanced Planning, Los Angeles World Airports, Los Angeles, CA, 2004–2008, Landside Team Leader.** Ron provided layout of roadway alternatives, preparation of a parking master plan, operational planning for the intermodal transportation center (6,000 stalls), and the consolidated rental car facility (8,000 stalls). This \$1.1B project included coordination and production of the programmatic elements associated with roadways, parking, rental cars, and ground transportation for the redevelopment program at LAX.
- **SEA Comprehensive Development Plan (CDP), Port of Seattle, SeaTac, WA, 2003–2007, Landside Team Leader.** The CDP's goal was to outline a comprehensive strategy to implement terminal area improvements over 10 to 15 years. The project entailed a comprehensive determination of long-range requirements for the terminal roadways, parking, and curbside functions and involved the development of various concepts for a ground transportation center and consolidated rental car facility.

Ron was responsible for the preparation of the landside circulation and parking element for the airport's \$3-billion CDP. A groundbreaking VISSIM simulation model of the curbside and roadways was developed to fully understand the range of alternatives considered in the planning effort.

Relevant project experience (*continued*)

- **SAN Master Plan Program, San Diego County Regional Airport Authority (SDCRAA), San Diego, CA, Landside Team Leader.** Ron was responsible for preparation of the Terminal Access and Parking Plan for the \$500M expansion program. The landside program elements included modifications to existing terminal access roads, construction of a new 5,000-stall parking structure with an integrated "smart curb," transit center and potential for mixed rental car use, and expansion of the existing ground transportation holding lot. The work included preparation of horizontal and vertical layouts for the terminal roadways, operational planning and conceptual design of the parking structure, layout of the expanded ground transportation holding lot, as well as wayfinding and signage.
- **OAK On-Call Planning, Port of Oakland, Oakland, CA, Landside Planner.** Ron was responsible for providing as-needed aviation planning and preliminary engineering services. His duties included programming of new landside facilities including curbs, parking and rental cars. He also developed roadway concepts and conducting evaluations using VISSIM simulation applications.
- **SBA Terminal Development, City of Santa Barbara, Santa Barbara, CA, Landside Team Leader.** Ron supported the design development for a replacement terminal project at SBA. His duties included review of and analysis of landside program requirements, reviewing schematic design concepts for roads and parking.
- **ONT Master Plan Update, Los Angeles World Airports, Ontario, CA, Landside Team Leader.** The \$3B project entailed a comprehensive determination of long-range requirements for the terminal roadways, parking, and curbside functions, and also involved the development of various concepts incorporating multi-modal access such as high-speed rail, maglev, and people mover facilities. As Landside Team Leader, Ron was responsible for the preparation of the landside circulation and parking element for an update to the Airport's current Master Plan.
- **SBD Master Plan Update, San Bernardino International Airport Authority, San Bernardino, CA, Landside Team Leader.** The project entailed the review of regional ground access to the airport property and determination of long-range requirements for a multi-modal cargo center. Ron led and managed preparation of the landside circulation and parking analysis for the Master Plan Update.



Jeffrey A. Sedlak, P.E.

Procurement Strategy Manager, Sr.

Profile

Jeff is an Aviation Principal and Program Manager for Jacobs. He is an engineering and management consultant specializing in aviation facilities. Jeff has proven experience in programming, planning, financing, design, construction management, public involvement, and stakeholder engagement for high-profile commercial and general

aviation development projects. He has public and private sector experience at numerous commercial service and general aviation airports.

Jeff has 21 years of aviation experience, including nine years as the Senior Engineer and head of Planning & Development for Long Beach Airport prior to joining Jacobs in 2015. His experience as an airport owner/operator for one of the nation's busiest general aviation airports, which also served 3 million annual passengers, brings an added level of airport understanding and client service. Jeff Sedlak is an alternative procurement delivery specialist, bringing expertise from more than \$2.5 billion of alternative airport procurements ranging from CMR to TDB and PDB; as well as TRA projects to large scale design-build-finance-operate-maintain P3, and even On-Call Task Order (TO) construction contracts.

Key skills | Areas of expertise

- 21 years of successful airport improvement project delivery
- 9 years as Sr. Engineer/Head of Planning and Development at LGB
- Expertise in all phases of airport development
- Alternative delivery expert
- Capital funding experience with AIP grant applications, administration, and assurances
- DBE / SBE / MWBE Advocate

Education | Qualifications

- Bachelor of Science, Civil Engineering, Oregon State University
(completed 5-year co-op program in 4 years at age 21)

Registrations | Certifications

- Professional Engineer, CA (C67258), OR (71357PE), WA (20105024)

Memberships | Affiliations

- American Association of Airport Executives (AAAE)
- Airports Council International – North America (ACI-NA)
- Airport Consultants Council (ACC)
- American Society of Civil Engineers (ASCE)
- Construction Management Association of America (CMAA) Design Build Institute of America (DBIA)

Awards | Honors

- Airport Business magazine Top 40 Under 40, 2013
- BBC Culture Top 10 Most Beautiful Airports in the World
- Fodor's Travel Top 10 Airport Terminals
- ACI-NA Best Food & Beverage Program (Small Airport)

Employment history

- Jacobs (7 years) / Long Beach Airport (9 years) / CH2M (3 years) / David Evans & Associates (3 years)

Feature project experience

- **LGB Phase I Improvements to the Terminal Area, City of Long Beach, Long Beach, CA, 2006–2015, Modernization Program Manager.** Development of the Terminal Area was a politically charged and controversial issue for the City of Long Beach for many years. Jeff worked collaboratively with community appellant groups, airline tenants, the TSA, City planning staff, and Consultants to reach consensus and develop a vision for the Passenger Concourse. As Airport Modernization Program Manager, Jeff assembled and directed a strong design team of nearly 100 architects, engineers, planners, designers, City staff, Airport personnel, the TSA, and Airline partners to develop a new concept for Terminal design. Challenged the team to rethink traditional standards for a Passenger Concourse to deliver a product the entire City would be proud of.

Jeff led the planning, financing, design, construction management, public involvement, and stakeholder engagement efforts. Led design development including generating and maintaining the overall project budget and schedule; coordination with City departments, outside agencies, multiple airline tenants, and various utility companies; technical advisor during Project Labor Agreement (PLA) negotiations; Mayoral, City Council, and City Manager briefings; as well as numerous public presentations to the City Council, Planning Commission, Cultural Heritage Commission, and various industry trade groups. *Jeff developed an innovative design which complied with the requirements of the EIR, served as a gateway to the City, and satisfied the aesthetic requirements of the City's Planning Commission, ultimately satisfying community appellants and receiving City Council authorization to proceed with the project.*

During construction, Jeff was responsible for the safety of over 4 million passengers who transited the Terminal area, directly adjacent to the project site, during construction. Led a team of over 250 contractors, consultants, and City staff during construction, identifying sustainable opportunities for environmental excellence; maintaining the overall project budget and schedule; negotiating contract change orders; oversight of the QA/QC program; commissioning oversight; and regular briefings with City departments, outside agencies, labor unions, airline tenants, and various utility companies. *Developed an alternate construction sequence, enabling the contractor to accelerate construction without increasing cost or impacting regular Airport operations.*

Jeff negotiated a Takeover Agreement between the construction Surety and the City following the bankruptcy and subsequent default of the original contractor. Simultaneously worked with local union representatives and subcontractors to keep the project on track. *Negotiated an acceleration incentive for the Surety's completion contractor, at no additional cost to the City, resulting in the Passenger Concourse opening to the traveling public five months ahead of schedule and under budget.*

- **LAX Project and Construction Management Services, Los Angeles World Airports, Los Angeles, CA, 2016–present, Resource Manager.** Jacobs was selected to support LAWA's multi-billion-dollar construction program at LAX, providing a broad range of project and construction management services to support LAWA's Landside Access Modernization Program, Airline/Tenant Improvement Program, and Capital Improvement Programs.

Jeff assembled multiple teams for a wide array of services including planning; project development; design management; construction management, logistics, and impact analysis; staff training and development; change management; environmental reporting; and P3 procurement and management support.

- **LAX West Aircraft Maintenance Area Program, Delta Air Lines, Los Angeles, CA, 2016–2020, Program Manager.** Jacobs is providing program management services to Delta Air Lines, Inc. for the design and construction of a new B777 hangar at LAX. Jacobs is providing coordination and management between Delta's Designer, Construction Manager At-Risk, LAWA, LADBS, FAA, TSA, and other authorities having jurisdiction.

Jeff's role included coordination amongst program and construction management staff, design program management, alternative delivery procurement, schedule and cost analysis, as well as advice regarding PLA compliance.

Airport facility planning experience

- **LGB Phase II Terminal Area Improvements Project Definition, City of Long Beach, Long Beach, CA, 2017–2018, Project Principal.** Jacobs was selected to provide architectural and landside development planning services to analyze existing and future conditions and identify the optimal layout of several Terminal Area components. The planning effort assessed a number of critical growth and operational issues that have been identified by the Airport and served as a guide for solutions development.

As project principal, Jeff was responsible for coordination amongst various architectural, engineering, and planning disciplines; as well as coordination with Airport staff and key stakeholders.

- **SEA Exhibit A Property Map Update, Port of Seattle, SeaTac, WA, 2019–2021, Project Manager.** Jacobs was selected by the Port of Seattle (Port) to develop an updated Exhibit A property map as well as an update to the Port's Noise Land Inventory. As project manager, Jeff was responsible for overall management and control of the project budget, facilitation between GIS and planning consultants, data quality review, and communication with the Port. Jeff led the analysis of 3,749 land assets to revise the property map and compile updated databases.
- **SJC Runway Incursion Mitigation / Design Standards Analysis, City of San Jose, San Jose, CA, 2015–2019, Strategic Advisor.** The AIP-funded Study was intended to reduce the potential for runway incursions and address non-compliant design standards through analysis of airfield facilities and associated operational procedures. The Study will serve as the basis for an amended Airport Layout Plan (ALP) to enable implementation of recommendations. The Study also included preparation of an FAA-required Aeronautical Survey. Jeff provided design standard review, airfield geometric alternatives development, preliminary engineering and implementation planning.
- **LGB Airfield Geometry Study and Airport Strategic Plan, City of Long Beach, Long Beach, CA, 2011–2015, Project Principal / Project Manager.** The AIP-funded Study provided a comprehensive evaluation of the airfield geometry, providing alternatives for the reduction of risk in response to the Commercial Aviation Safety Team (CAST) Report and analysis of the airfield design, which help to reduce excess infrastructure and increase financial benefits through lower operation and maintenance costs. The Study included all necessary coordination with the FAA, airport user groups, tenants, airlines, pilot associations, airport operations, and the public, through a series of more than 30 public meetings.

As part of the process, Jeff restructured the Airport's 5-, 10-, and 20-year ACIP to implement the approved recommendation, including preliminary engineering, cost estimates, and a plan of finance. The preferred alternative provides significant improvements to the safety and efficiency of aircraft operations at the Airport, reducing the airfield from five to three runways, and significantly increasing financial benefits to commercial and general aviation users without interrupting operations. Financial benefits include lower airfield maintenance costs, increased airfield efficiencies, reduction of risk, and development opportunities for existing aviation uses.

- **LGB Terminal Improvement Study, City of Long Beach, Long Beach, CA, 2005–2006, Project Manager / Project Engineer.** The existing Terminal building was constructed in the 1940s and is greatly undersized for current demands. The study was conducted in support of the airport's preparation of the Environmental Impact Report (EIR) and looked at various options to increase capacity and improve function while also preserving and featuring the historic architecture of the existing Terminal. The reconfiguration of the air carrier ramp parking positions and apron pavement markings were also studied.

Aviation advisory services experience

- **LAX Ground Support Equipment (GSE) Facility Request for Proposals (RFP) Preparation and Management, Delta Air Lines, Los Angeles, CA, 2018, Project / Procurement Manager.** As a follow-on to our program management support services for a new maintenance hangar at LAX, Delta Air Lines asked Jacobs to prepare a design-build RFP a new GSE facility, including technical provisions, project requirements, and coordination with Delta's in-house and outside counsel for preparation of the pro-forma design-build agreement and design-build general conditions. Jacobs was also asked to provide procurement support services that included responses to bidder questions, addenda preparation, evaluation of submitted proposals and contract negotiation support.

As project manager, Jeff was responsible for writing the RFP and special conditions as well as coordination with Delta's legal team. *Notice-to-Proceed was received on August 27, 2018 and the 1,000+ page document was delivered on September 10, 2018.*

- **ONT Federal Inspection Services (FIS) Facility Replacement RFP Preparation, Ontario International Airport Authority (OIAA), Ontario, CA, 2018, Contract / Project Manager.** Jacobs was selected in 2018 by the OIAA to provide on-call engineering, architecture and support services. Under this Task Order contract Jacobs was asked to prepare RFP documents for the progressive design-build delivery of a replacement FIS facility. OIAA was under extensive pressure from international carriers to provide a replacement for the existing facility that has exceeded its useful life. As such, Jacobs was asked to prepare the RFP, supporting technical provisions, and project requirements documents in four (4) weeks. Jacobs was also tasked with working with OIAA's outside counsel to develop a new pro-forma design-build agreement for the authority.

As contract / project manager, Jeff was responsible for writing the RFP and coordinating preparation of the project requirements with senior staff. *Notice-to-Proceed was received on July 5, 2018 and the 500+ page document was delivered on July 20, 2018.*

- **ONT FIS Facility Replacement Procurement Support, Ontario International Airport Authority (OIAA), Ontario, CA, 2018–2019, Contract / Project Manager.** As a continuation of our RFP preparation services, Jacobs was been asked to support the OIAA's procurement process. Procurement support services included responding to bidder questions, addenda preparation, preparation of the proposal evaluation manual, convening a panel of subject matter experts (SMEs) to provide consensus review comments of submitted proposals, and contract negotiation support as-needed. As project manager, Jeff was responsible for client coordination, client briefings, recruitment of SMEs, and preparation of deliverables.
- **ONT Ontario Police Department (OPD) Modular Building Project, Ontario International Airport Authority (OIAA), Ontario, CA, 2018–2019, Project Principal / Quality Manager.** Under an existing Task Order contract, Jacobs was asked to prepare RFP documents for the design-build (DB) delivery of a modular facility for the OPD on airport property. Jacobs also provided pre-bid marketing and outreach services to increase bid participation and competition. Previously, OPD officers had to travel to / from an off-site facility at the beginning / end of each shift, costing the city and OIAA valuable time. Jeff was responsible for developing and over-seeing the quality management procedures to verify documents met project requirements in terms of accuracy, fit for service, and coordination.
- **AUN Fixed Base Operator (FBO) Request for Proposals (RFP) Development and Support, City of Auburn, Auburn, CA, 2017, Project Principal.** Under an existing Task Order contract Jacobs was asked to support the preparation of the RFP for the City of Auburn (City) to select a new FBO at the Auburn Municipal Airport. Jacobs provided development of the RFP; conducted site tours and Q&A on behalf of the City; conducted proposer evaluation and selection assistance during the procurement phase. Jacobs also conducted a fuel pricing index/benchmarking analysis that was included in the RFP. Jeff's role included procurement advice to the City along with development of the Fuel Price Index (FPI).

Airport facility program / construction management experience

- **SEA C Concourse Expansion, Port of Seattle, SeaTac, WA, 2021–present, Risk Manager.** In response to SEA's limited land and facility constraints, this \$340M project provides a unique opportunity to vertically expand the active C Concourse to create much needed facilities to provide new passenger amenities and additional tenant space. Jeff is working with the Port of Seattle to identify project risks and develop mitigation strategies for design, construction activities, and continuity of operations. Jeff is assisting Port leadership with development of cost mitigation strategies within the current volatile material and labor markets.
- **LAX GSE Facility, Delta Air Lines, Los Angeles, CA, 2018–2020, Project Executive.** Jacobs was selected by Delta Air Lines, Inc. to provide program management services for the design-build delivery of a new GSE facility at LAX. Jacobs is providing coordination and management between Delta's Design-Builder, Los Angeles World Airports, Los Angeles Department of Building & Safety, FAA, TSA, and other authorities having jurisdiction. Jeff's role included coordination amongst program and construction management staff, design program management, alternative delivery procurement, schedule and cost analysis, as well as advice regarding organized labor issues/PLA compliance.
- **LAX B777 Maintenance Hangar, Delta Air Lines, Los Angeles, CA, 2016–2020, Project Executive.** Jacobs was selected by Delta Air Lines, Inc. to provide program management services for the design and construction of a new B777 hangar at Los Angeles International Airport. Jacobs is providing coordination and management between Delta's Designer, Construction Manager At-Risk, Los Angeles World Airports, Los Angeles Department of Building & Safety, FAA, TSA, and other authorities having jurisdiction. Jeff's role included coordination amongst program and construction management staff, design program management, alternative delivery procurement, schedule and cost analysis, as well as advice regarding organized labor issues/PLA compliance.
- **LAX A380 Engineering / Maintenance Hangar, Qantas Airways Limited, Los Angeles, CA, 2015–2018, Strategic Advisor.** Jacobs was selected by Qantas Airways Limited to provide project management services for the design and construction of the first A380 hangar in North America. Jacobs provided coordination and management between Qantas' Design-Build Contractor, Los Angeles World Airports, Los Angeles Department of Building & Safety, FAA, TSA, and other authorities having jurisdiction. Jeff's role was to assist schedule and cost analysis as well as advise Qantas regarding organized labor issues and PLA compliance.
- **LAX A380 Engineering / Maintenance Hangar, Qantas Airways Limited, Los Angeles, CA, 2015–2018, Strategic Advisor.** Jacobs was selected by Qantas Airways Limited to provide project management services for the design and construction of the first A380 hangar in North America. Jacobs provided coordination and management between Qantas' Design-Build Contractor, Los Angeles World Airports, Los Angeles Department of Building & Safety, FAA, TSA, and other authorities having jurisdiction. Jeff's role was to assist schedule and cost analysis as well as advise Qantas regarding organized labor issues and PLA compliance.
- **LGB New Airport Parking Structure – Phase I (Design-Build), City of Long Beach, Long Beach, CA, 2009–2011, Strategic Advisor.** Construction included a new 5-story parking structure with approximately 2,000 stalls, a surface parking lot with approximately 250 stalls, new roadways, rehabilitation of existing roadways, realignment of existing utilities, and various other site improvements. Jeff was responsible for over-seeing the construction management effort; developing and maintaining the overall project budget; negotiating contract change orders; and coordination between multiple City Departments, outside agencies, and various utility companies. The new parking structure was opened four months ahead of schedule and \$2,000,000 under budget. Jeff negotiated an acceleration incentive resulting in opening four months early at ¼ the cost of the additional revenue generated by the Facility. During construction, a dispute arose between the City and Design-Builder regarding certain payment terms within the Contract. *Jeff served as principal negotiator during mediation and was able to reach a settlement, in which nearly \$1 million was returned to the City.*

Recent / Relevant Public Speaking Engagements / Presentations

- 2021 – AAAE Runway Safety Summit
- 2019 – ACC / AAAE Symposium; Program Management / Construction Management Track Host; Denver, CO
- 2006 – 2015 (As-Needed) – City Council Meetings; City of Long Beach; Presentations & Briefings
- 2006 – 2015 – Long Beach Airport Advisory Commission; Planning & Development Status Updates
- 2006 – 2015 – Long Beach Airport Airline Manger & Operating Committee; Construction Status Updates
- 2006 – 2015 – Long Beach Airport Airline Rates and Charges Presentations
- 2006 – 2015 – As-needed Bond Rating Agency Presentations; Long Beach, CA
- 2006 – 2015 – Long Beach Airport Association (LBAA) – Airport Capital Improvement Program Updates
- 2015 – PBS Television – Things Green with Nick Federoff, Long Beach, CA: Long Beach Airport Terminal Improvements and Green Initiatives
- 2015 – ASCE – Air Transportation Technical Group; Los Angeles, CA: Long Beach Airport Airfield Geometry Study
- 2014 – AAAE Runway Safety Summit; Speaker; Salt Lake City, UT: *History of Runway Safety Incidents at LGB, Preventative Maintenance Efforts of the Airport, and Airfield Geometry Study Findings*
- 2014 – SWAAAE 68th Annual Summer Conference; Safety Management System Panel Speaker; Long Beach, CA: SMS Case Example – Runway 7L-25R Reconstruction
- 2014 – ACC / AAAE Airport Planning, Design, and Construction Symposium; Planning Track Speaker, Denver, CO: *Public Involvement and Stakeholder Engagement: Reaching Consensus*
- 2014 – ACC / AAAE Symposium; Terminal / Landside Track Moderator and Speaker; Denver, CO: *Airports, Architects, and Airlines... Can't We All Just Get Along?*
- 2014 – ACC / AAAE Symposium; Program Management / Construction Management Track Speaker; Denver, CO: *Project Closeout - Finishing the Job: Planning, Execution, Commissioning and Activation*

Recent / Relevant Committees and Panels

- 2022 – Technical Expert: 2023 Airfield Improvements, Safety Risk Management Panel (SRMP) at Seattle-Tacoma International Airport
- 2021 – Technical Expert: 2022 Airfield Improvements, Safety Risk Management Panel (SRMP) at Seattle-Tacoma International Airport
- 2015 – 2018 – Director at Large: ASCE Air Transportation Technical Group; LA Section
- 2013 – 2015 – Committee Member: SCE Long Beach Partnership
- 2011 – 2015 – Technical Working Group – Long Beach Airport Airfield Safety Geometry Study
- 2014 – Member / Technical Expert: Runway 7L-25R Reconstruction, Safety Risk Management Panel (SRMP) at the Long Beach Airport
- 2014 – Technical Evaluation Committee / Selection Panel: Solar Power Purchase Agreement for the City of Long Beach
- 2008 – 2009 – FAA / LGB Runway Safety Risk Mitigation Panel
- 2007 – 2008 – FAA/LGB Runway Safety Working Group