



December 15, 2022

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, December 19, 2022, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

Dial In: (818) 862-3332

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Airport Skyroom

Regular Meeting of Monday, December 19, 2022

9:00 A.M.

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



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

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



The following activities are prohibited:

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



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



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

AGENDA

Monday, December 19, 2022

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Executive Committee
 - (i) November 2, 2022 **[See page 1]**
 - 2) Operations and Development Committee
 - (i) October 17, 2022 **[See page 3]**
 - 3) Finance and Administration Committee
 - (i) September 19, 2022 **[See page 5]**
 - 4) Legal, Government and Environmental Affairs Committee
 - (i) October 17, 2022 **[See page 8]**
 - b. Commission Minutes
(For Approval)
 - 1) November 21, 2022 **[See page 10]**
 - c. Award of Professional Services Agreement for Airport Carbon Accreditation **[See page 17]**
 - d. Award of Professional Services Agreement Bond and Disclosure Counsel Services Replacement Passenger Terminal Project **[See page 21]**
 - e. Agenda Item Protocol **[See page 23]**
6. ITEMS FOR COMMISSION APPROVAL
 - a. Committee Assignments

b. Award of Replacement Passenger Terminal Design-Build Agreement *[See page 26]*
Implementing a Project Studied in a Previously Certified Environment
Impact Report

c. Replacement Passenger Terminal Program Manager *[See page 34]*
Jacobs Project Management Company Task Order Authorization

7. ITEMS FOR COMMISSION INFORMATION

a. October 2022 Passenger and Air Cargo Statistics *[See page 50]*

b. October 2022 Ground Transportation Statistics

c. October 2022 Parking Revenue Statistics

8. CLOSED SESSION

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(California Government Code Section 54956.9(d)(1))

Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

9. ITEMS PULLED FROM CONSENT CALENDAR

10. EXECUTIVE DIRECTOR COMMENTS

11. COMMISSIONER COMMENTS

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

12. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, December 19, 2022

[Regarding agenda items]

5. CONSENT CALENDAR

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

- a. **COMMITTEE MINUTES.** Approved minutes of the Executive Committee meeting of November 2, 2022; approved minutes of the Operations and Development Committee meeting of October 17, 2022; approved minutes of the Finance and Administration Committee meeting of September 19, 2022; and approved minutes of the Legal, Government and Environmental Affairs Committee meeting of October 17, 2022, are included in the agenda packet for information purposes.
- b. **COMMISSION MINUTES.** A draft copy of the November 21, 2022, Commission meeting minutes is attached for the Commission's review and approval.
- c. **AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR AIRPORT CARBON ACCREDITATION.** A staff report is included in the agenda packet. At its meeting held on November 21, 2022, the Legal, Government and Environmental Affairs Committee voted unanimously (3–0) to recommend that the Commission award a Professional Services Agreement to Polytechnique Environmental, Inc., for a Level 2 Airport Carbon Accreditation certification from Airports Council International, to support the Authority with its sustainability efforts in reducing the carbon emissions footprint of Hollywood Burbank Airport through a Carbon Management Plan. The proposed Agreement has a not-to-exceed amount of \$34,720 for a one year-base period, with four one-year options capped in the amounts of \$19,810, \$23,310, \$19,810 and \$23,310 respectively for each option year, if exercised.
- d. **AWARD OF PROFESSIONAL SERVICES AGREEMENT – BOND AND DISCLOSURE COUNSEL SERVICES – REPLACEMENT PASSENGER TERMINAL.** A staff report is included in the agenda packet. At its meeting held on December 7, 2022, the Executive Committee voted unanimously (3–0) to recommend that the Commission award a Professional Services Agreement to Orrick Herrington Sutcliffe LP to provide Bond and Disclosure Counsel services in support of the financing program for the development of the Replacement Passenger Terminal project at Hollywood Burbank Airport.
- e. **AGENDA ITEM PROTOCOL.** A staff report is included in the agenda packet. Staff seeks the Commission's adoption of an updated Resolution No. 496 to establish an agenda item protocol for items submitted to the Commission or a Committee.

6. ITEMS FOR COMMISSION APPROVAL

- a. COMMITTEE ASSIGNMENTS. This item is included in the agenda to provide the Commission President the opportunity to make any standing committee appointments that she may wish to make.
- b. AWARD OF REPLACEMENT PASSENGER TERMINAL DESIGN-BUILD AGREEMENT IMPLEMENTING A PROJECT STUDIED IN A PREVIOUSLY CERTIFIED ENVIRONMENTAL IMPACT REPORT. A staff report is included in the agenda packet. At its meeting held on December 7, 2022, the Executive Committee voted unanimously (3–0) to recommend that the Commission: (i) award a Design-Build Agreement to Holder, Pankow, TEC, Joint Venture (“HPTJV”) for the Replacement Passenger Terminal Project pursuant to a previously certified Environmental Impact Report; (ii) authorize initial funding of \$55,000,000 and (iii) authorize the issuance of a Notice to Proceed. HPTJV is comprised of Holder Construction Group, LLC, Charles Pankow Builders, Ltd., and TEC Management Consultants, Inc. d.b.a. TEC Constructors & Engineers.
- c. REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER – JACOBS PROJECT MANAGEMENT COMPANY TASK ORDER AUTHORIZATION. A staff report is included in the agenda packet. At its meeting held on December 7, 2022, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve Task Order #3 in the amount of \$10,438,765 with Jacobs Project Management Co. for program management services for the Replacement Passenger Terminal project.

7. ITEMS FOR COMMISSION INFORMATION

- a. OCTOBER 2022 PASSENGER AND AIR CARGO STATISTICS. No staff report attached. The October 2022 passenger count of 557,741 was up 1% compared to October of 2019’s 551,544 passengers. Also compared to October of 2019, air carrier aircraft operations in October 2022 decreased 6%, while cargo volume was down 27%, at 6.7 million pounds.
- b. OCTOBER 2022 GROUND TRANSPORTATION STATISTICS. No staff report attached. Staff will update the Commission on Ground Transportation activities for the month of October 2022.
- c. OCTOBER 2022 PARKING REVENUE STATISTICS. No staff report attached. Staff will present parking revenue data for the month of October 2022.

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

WEDNESDAY, NOVEMBER 2, 2022

A regular meeting of the Executive Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 9:01 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy (via teleconference)
Najarian (via teleconference) and Williams (via teleconference)

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Patrick Lammerding (arrived at 9:20 a.m.), Deputy Executive Director, Planning and Development;
Kathy David, Deputy Executive Director, Finance and Administration

Authority Counsel: Terence Boga, Esq.,
Richards, Watson & Gershon; Tom Ryan, Esq.,
McDermott, Will & Emery

2. Approval of Agenda

Motion Commissioner Najarian (via teleconference) moved approval; seconded by Commissioner Williams (via teleconference).

Motion Approved A voice vote was taken to accommodate those participating via teleconference. The motion was approved (3–0).

3. Public Comment There were no public comments.

4. Approval of Minutes

a. October 5, 2022 Commissioner Najarian (via teleconference) moved approval of the minutes of the October 5, 2022 meeting, seconded by Commissioner Williams (via teleconference). There being no objection, a voice vote was taken to accommodate the Commissioners participating via teleconference. The motion was approved (3–0).

5. Items for Approval

a. Agenda Item Protocol

Staff sought an Executive Committee recommendation to the Commission that it establish an agenda item protocol for items submitted to the Commission or a Committee.

The Committee discussed Staff's recommendation and proposed a revised Staff report for presentation to the Commission.

Motion

Commissioner Williams (via teleconference) moved approval; seconded by Commissioner Najarian (via teleconference).

Motion Approved

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (3–0).

6. Items for Information

a. Committee Pending Items

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

7. Closed Session

The meeting convened to Closed Session at 9:30 a.m.

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (California Government Code Section 54956.9(d)(1))

Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

The meeting reconvened to open session at 9:45 a.m. with Commissioners Gabel-Luddy, Williams, and Najarian all present (via teleconference). No reportable action was taken.

8. Adjournment

There being no further business, the meeting was adjourned at 9:50 a.m.

Approved on November 21, 2022

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

MONDAY, OCTOBER 17, 2022

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

1. ROLL CALL

Present:

Commissioners Devine (via teleconference), Hampton (via teleconference), Gabel-Luddy

Absent:

NONE

Also Present:

Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development; Tom Janowitz, Sr. Manager, Ground Access

2. Approval of Agenda

Agenda was approved as presented.

Motion

Commissioner Gabel-Luddy moved approval of the agenda; seconded by Commissioner Hampton (via teleconference).

Motion Approved

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

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. October 3, 2022

A draft copy of the October 3, 2022, minutes were included in the agenda packet for review and approval.

Motion

Commissioner Hampton (via teleconference) moved approval of the minutes; seconded by Commissioner Gabel-Luddy.

Motion Approved

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The minutes were approved as presented (3–0).

5. Items for Approval

a. Award of Professional Services Agreement for Parking Lot Reconfiguration Electrical Work

In preparation for the development of the Replacement Passenger Terminal on the Adjacent Property, the Lot A public parking facility with a capacity of 1,592 spaces and the adjoining Employee parking lot with 567 spaces are anticipated to be closed in the fall of 2023. This anticipated closure will have a significant impact on the availability of public parking and close-in parking accommodation near or next to the current terminal.

Staff recommended that a portion of the valet area be reconfigured to accommodate a new self-serve parking area, to be identified as Lot F, with 434 spaces. The implementation of Phase One, the electrical scope of work, was identified and bid as a standalone project, with ISSA Electric Inc. identified as the low bidder and being recommended for award.

Staff sought a Committee recommendation to the Commission that it:

- Award a Construction Agreement in the amount of \$105,000 to ISSA Electric Inc.
- Approve a project budget for Construction Management, Field Oversight and Contract Administration to be completed by Staff for a not to exceed amount of \$10,000; and
- Approve a project contingency of \$13,000.

Motion

Commissioner Hampton (via teleconference) moved approval; seconded by Commissioner Gabel-Luddy.

Motion Approved

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

6. Items for Discussion

a. Committee Pending Items

Staff updated the Committee on future pending items.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:47 a.m.

Approved November 21, 2022

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

MONDAY, SEPTEMBER 19, 2022

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:55 a.m., by Commissioner Selvidge.

1. ROLL CALL

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

Absent: NONE

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director, Kathy David, Deputy Executive Director, Finance and Administration; David Kwon, Director, Financial Services

Also present:
James Wilkinson, Columbia Threadneedle Investments (via teleconference); Ron Stahl, Columbia Threadneedle Investments (via teleconference); John Dempsey, Columbia Threadneedle Investments (via teleconference)

2. Staff Announcement: AB 23

The Senior Deputy Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

3. Approval of Agenda

Agenda was approved as presented.

Staff requested that Item No. 8.a. be taken at this point due to time constraints of the outside presenters. Commissioner Selvidge concurred.

8. Items for Discussion

**a. CTI Quarterly Investment Review
April 1, 2022 – June 30, 2022**

Staff introduced James Wilkinson and John Dempsey of Columbia Threadneedle Investments, the Authority's investment advisors, who participated via teleconference. Mr. Wilkinson and his colleague presented an update on the status of the Authority's Operating and Passenger Facility Charge Quarterly Investment Portfolio reports ended June 30, 2022.

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| Motion | Commissioner Ovrom moved to note and file the Quarterly Investment Review; seconded by Commissioner Selvidge. |
| Motion Approved | A voice vote was taken and the motion was approved (2–0). |
| 4. Public Comment | There were no public comments. |
| 5. Approval of Minutes | |
| a. August 15, 2022 | A draft copy of the August 15, 2022, minutes were included in the agenda packet for review and approval. |
| Motion | Commissioner Ovrom moved approval of the minutes. |
| Motion Approved | A voice vote was taken to accommodate to those participating via teleconference and the minutes were approved as presented (2–0). |
| 6. Treasurer’s Report | |
| a. June 2022 | A copy of the June 2022 Treasurer’s Report was included in the agenda packet for the Committee’s review. |
| Motion | Commissioner Ovrom moved approval to recommend that the Commission note and file the June 2022 Treasurer’s Report. |
| Motion Approved | A voice vote was taken to accommodate those participating via teleconference. There being no objection, the motion was unanimously approved (2–0). |
| 7. Items for Approval | |
| a. Auditor Required Communications for the FY 2022 Audits | <p>The Committee reviewed two auditor required communications (1) letter to the Commission outlining its basic audit responsibilities, and the planned scope and timing of the FY 2022 financial audits; and (2) an annual engagement letter which conforms to the Authority’s professional services agreement with Macias, Gini, and O’Connell for audit services.</p> <p>Staff requested that the Committee recommend to the Commission that it note and file these communications.</p> |

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Selvidge.

Motion Approved

There being no objection, a voice vote was taken, and the motion was approved (2–0).

8. Items for Discussion (Continued)

**b. Replacement Passenger Terminal
Project Financing Timeline Update**

Due to time constraints, this item will be presented at the next regularly scheduled meeting of the Finance and Administration Committee.

9. Items for Information

a. Committee Pending Items

Staff had no updates of future pending items to present to the Committee.

10. Adjournment

There being no further business to discuss, the meeting was adjourned at 12:28 p.m.

Approved on November 21, 2022

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

MONDAY, OCTOBER 17, 2022

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 10:24 a.m., by Commissioner Williams.

1. ROLL CALL

Present: Commissioners Williams, Dyson and Najarian (via teleconference)

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Scott Kimball, Deputy Executive Director Business and Properties, Safety, Procurement, and Operations; Pamela Marcello, Senior Director, Government and Public Affairs

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

2. Staff Announcement: AB 23

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

3. Approval of Agenda

Commissioner Dyson moved approval of the agenda, seconded by Commissioner Najarian (via teleconference). There being no objection, a voice vote was taken to accommodate the Commissioner participating via teleconference. The motion was approved (3-0).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. October 3, 2022

A draft copy of the October 3, 2022, minutes was included in the agenda packet for review and approval.

Motion

Commissioner Dyson moved approval of the minutes of the October 3, 2022 meeting, seconded by Commissioner Najarian (via teleconference).

Motion Approved

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

6. Items for Approval

a. Award of Terminal Space Lease Prepango, LLC

Normally, this item would be presented to the Finance and Administration Committee, but that Committee did not meet on October 17, 2022, due to lack of a quorum. Because of the time sensitivity of this item, Staff presented to the Legal, Government and Environmental Affairs Committee to recommend to the Commission approval of a proposed Terminal Space Lease with Prepango, LLC ("Prepango") to provide a post-security concession kiosk in Terminal A at Hollywood Burbank Airport. Prepango proposes to install an unmanned retail store kiosk located across from Gate A3 for the purposes of selling "Kylie Cosmetics", a leading women's cosmetic brand.

Motion

Commissioner Najarian (via teleconference) moved approval; seconded by Commissioner Dyson.

Motion Approved

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

7. Items for Information

a. Legislative Update

Staff provided an overview of the 2022 CA State Legislative Session which ended on September 30, 2022. Staff also discussed bills that are of particular interest for Hollywood Burbank Airport.

b. Committee Pending Items

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

8. Adjournment

There being no further business, the meeting adjourned at 10:44 a.m.

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

MONDAY, NOVEMBER 21, 2022

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

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Williams, Najarian (via teleconference), Devine (via teleconference), Ovrom, Dyson, Hampton (arrived 9:05 a.m.), Wilson

Absent: NONE

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Edward Skvarna, Chief of Police, Director of Public Safety; Thomas Henderson, Director, Operations;
Nerissa Sugars, Director, Marketing and Air Service;
Tom Janowitz, Senior Manager, Ground Access

Also Present:
Terence Boga, Esq., Authority General Counsel,
Richards Watson Gershon

Roger Johnson, Senior Program Manager, Jacobs
Program Management Co.

2. PLEDGE OF ALLEGIANCE

Jorge Martinez, Commander, Airport Police Department, led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

Staff requested that Item Nos. 8.a. and 7.a. be taken out of order. Commissioner Gabel-Luddy concurred.

MOTION

Commissioner Ovrom moved approval of the modified agenda; seconded by Commissioner Dyson

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (7-0, 1 absent).

AYES: Commissioners Gabel-Luddy, Williams, Najarian (via teleconference), Devine (via teleconference), Ovrom, Dyson, Wilson

NOES: NONE

ABSENT: Commissioner Hampton

4. PUBLIC COMMENT

There were no public comments.

5. CONSENT CALENDAR

Commissioner Ovrom requested Item No. 5.h. be pulled from the Consent Calendar for further review. Commissioner Dyson requested Item No. 5.i. be pulled from the Consent Calendar for further review.

a. Committee Minutes (For Note and File)

1) Executive Committee

(i) October 5, 2022

Approved minutes of the October 5, 2022, Executive Committee meeting were included in the agenda packet for information purposes.

2) Operations and Development Committee

(i) October 3, 2022

Approved minutes of the October 3, 2022, Operations and Development Committee meeting were included in the agenda packet for information purposes.

3) Legal, Government and Environmental Affairs Committee

(i) October 3, 2022

Approved minutes of the October 3, 2022, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

b. Commission Minutes (For Approval)

1) October 17, 2022

A copy of the draft minutes of the October 17, 2022, Commission meeting were included in the agenda packet for review and approval.

2) November 7, 2022

A copy of the draft minutes of the November 7, 2022, Commission special meeting were included in the agenda packet for review and approval.

c. Award of Professional Services Agreement for Parking Lot Reconfiguration Electrical Work

At its meeting on October 17, 2022, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission: (1) award a Construction Agreement in the amount of \$105,000 to ISSA Electric, Inc.; (2) approve a project budget for Construction Management, Field Oversight and Contract Administration to be completed by Staff for a not-to-exceed amount of \$10,000; and (3) approve a project contingency of \$13,000.

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|--|---|
| <p>d. Award of Terminal Space Lease</p> | <p>At its meeting on October 17, 2022, the Legal, Government and Environmental Affairs Committee voted unanimously (3-0) to recommend that the Commission approve proposed Terminal Space Lease with Prepango, LLC to provide a post-security concession kiosk in Terminal A at Hollywood Burbank Airport. Prepango will install an unmanned retail store kiosk located across from Gate A3 for the purposes of selling “Kylie Cosmetics”.</p> |
| <p>e. Eighth Amendment to Concession Agreement Airport Advertising Program</p> | <p>At its meeting held immediately preceding the Commission meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission approve an Eighth Amendment (“Amendment”) to the Concession Agreement for Airport Advertising Program with Lamar Airport Advertising Company (“Agreement”). This Amendment extends the Agreement to the earlier of December 31, 2026, or the date the Replacement Passenger Terminal opens.</p> |
| <p>f. Amendment No. 1 to Courtesy Shuttle Services Agreement</p> | <p>At its meeting held immediately preceding the Commission meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission approve an Amendment No. 1 to the Courtesy Shuttle Services Agreement (“Amendment”) dated March 1, 2022, with MV Transportation, Inc., scheduled to expire on December 31, 2022. The Amendment revises the cost of the contract from \$234,797.61 per month to \$239,493.56 per month, plus the cost of fuel, and extends the performance term of the Agreement to June 30, 2023. The Amendment will become effective December 31, 2022.</p> |
| <p>g. First Extension Option – Airfield Lighting Electrical Inspection, Testing and On-Call Repair Services</p> | <p>At its meeting held immediately preceding the Commission meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission exercise the first of two one-year extension options and a 3% fee schedule increase for the Airfield Lighting Electrical Inspection, Testing and On-Call Repair Services Agreement with Vellutini Corporation dba Royal Electric Company.</p> |
| <p>h. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings</p> | <p><i>This item was pulled for further discussion and appears under Item No.10 Items Pulled from Consent Calendar.</i></p> |
| <p>i. Agenda Item Protocol</p> | <p><i>This item was pulled for further discussion and appears under Item No.10 Items Pulled from Consent Calendar.</i></p> |

MOTION

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

MOTION APPROVED

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

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

NOES: NONE

ABSENT: NONE

8. ITEMS FOR COMMISSION INFORMATION

a. Life Saving Award – Airport Police Department

Airport Police Chief and Director of Public Safety Edward Skvarna bestowed the Airport Police Lifesaving Award to Officer Jerry Mayeda for his assistance with a passenger who had been having a seizure in the Terminal.

Recipients of the Life Saving Awards receive a Commemorative coin and a gold-embossed Certificate as a memento of appreciation for their actions. Members of the Commission suggested that in the future a plaque could be created to hang in the Terminal to allow the public to see the names of those officers who have contributed their efforts to save the lives of Airport passengers.

7. ITEMS FOR COMMISSION DISCUSSION

a. Update on the Replacement Passenger Terminal Progressive Design Builder Selection

Executive Director Frank Miller updated the Commission on the process involved in selecting the Progressive Design Builder of the Replacement Passenger Terminal.

The announcement of the company to be awarded the contract is scheduled to be made at the Commission meeting on December 19, 2022.

6. ITEMS FOR COMMISSION APPROVAL

a. Committee Assignments

President Gabel-Luddy introduced and appointed new Commissioner Andy Wilson to the Finance and Administration Committee.

8. ITEMS FOR COMMISSION INFORMATION (Continued)

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|---|---|
| b. FAA Part 139 Inspection Report | Staff presented to the Commission the results of the Federal Aviation Administration (“FAA”) Part 139 Inspection. Commercial service airports are inspected by the FAA on an annual basis to confirm adherence to Part 139 and other compliance directives. This includes an inspection checklist of over 120 items including recordkeeping, airfield facilities, fueling operators, and Aircraft Rescue Firefighting facilities. |
| c. September 2022 Passenger and Air Cargo Statistics | Staff presented an update on the September 2022 Passenger and Air Cargo statistics. |
| d. September 2022 Ground Transportation Statistics | Staff presented an update on the September 2022 Ground Transportation statistics. |
| e. September 2022 Parking Revenue Statistics | Staff presented an update on the September 2022 Parking Revenue statistics. |

9. CLOSED SESSION

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

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (California Government Code Section 54956.9(d)(1))

Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170)

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (California Government Code Section 54956.9(d)(1))

Name of Case: In re: Passenger Facility Charge Investigation (Under Seal)

Meeting Reconvened to Open Session

The meeting reconvened to open session at 10:50 a.m. with (7) Commissioners present.

Closed Session Report

There was nothing to report from Closed Session.

10. ITEMS PULLED FROM CONSENT CALENDAR

5.h. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

At a special meeting held on November 7, 2022, the Commission made the decision to continue to hold meetings by teleconference through the end of 2022. At this current meeting, the consensus remained.

MOTION

Commissioner Williams moved approval; seconded by Commissioner Devine.

MOTION APPROVED

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (5–2, 1 absent).

AYES: Commissioners Gabel-Luddy, Williams, Devine (via teleconference), Najarian (via teleconference), Wilson

NOES: Commissioners Ovrom and Dyson

ABSENT: Commissioner Hampton

5.i. Agenda Item Protocol

At its meeting held on November 2, the Executive Committee voted unanimously (3–0) to recommend that the Commission establish an agenda item protocol for items submitted to the Commission or a Committee.

As a result, staff drafted a resolution to establish an agenda item protocol which was presented to the Commission. After discussion, the Commission requested that staff revise the proposed resolution and return it to the Commission for further consideration.

MOTION

Commissioner Wilson moved approval; seconded by Commissioner Williams.

MOTION APPROVED

A voice vote was taken to accommodate those participating via teleconference. The motion was approved (7–0, 1 absent).

AYES: Commissioners Gabel-Luddy, Williams, Devine (via teleconference), Najarian (via teleconference), Ovrom, Dyson, Wilson

NOES: NONE

ABSENT: Commissioner Hampton

11. EXECUTIVE DIRECTOR COMMENTS

The Executive Director informed the Commission of memorial services to be held for Commissioner Ross Selvidge.

Clarification was made that copies of the proposal for the Progressive Design-Builder for the Replacement Passenger Terminal would be distributed to the Commission prior to the Commission meeting on December 19, 2022.

12. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting)

Commissioner Gabel Luddy requested staff to research the topic of carbon neutrality and its effects on areas surrounding the airport, as it is presently being managed at John Wayne Airport.

13. ADJOURNMENT

The meeting was adjourned at 11:25 a.m.

Emily Gabel-Luddy, President

Ara Najarian, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
DECEMBER 19, 2022**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR
AIRPORT CARBON ACCREDITATION**

Prepared by Maggie Martinez
Director, Noise & Environmental Affairs

SUMMARY

At its meeting held on November 21, 2022, the Legal, Government and Environmental Affairs Committee ("Committee") voted unanimously (3–0) to recommend that the Commission award a Professional Services Agreement ("Agreement") to Polytechnique Environmental, Inc. ("Polytechnique"), copy attached, for a Level 2 Airport Carbon Accreditation ("ACA") certification from Airports Council International ("ACI"), to support the Authority with its sustainability efforts in reducing the carbon emissions footprint of Hollywood Burbank Airport ("Airport") through a Carbon Management Plan ("CMP"). The proposed Agreement has a not-to-exceed amount of \$34,720 for a one year-base period, with four one-year options capped in the amounts of \$19,810, \$23,310, \$19,810 and \$23,310 respectively for each option year, if exercised.

BACKGROUND

The ACA program was developed and launched by ACI Europe in 2009 and by 2014, the program had expanded worldwide to all ACI regions, including North America. Currently there are 420 accredited airports worldwide that are certified with 59 airports in North America. In the Southern California region the following airports have achieved certification: Los Angeles International Airport ("LAX"); Van Nuys Airport ("VNY"); San Diego International Airport ("SAN"); and, most recently, Long Beach Airport ("LGB") was certified at Level 2.

The aim of the ACA program is to encourage and enable airports to implement best practices in carbon management and achieve emissions reductions. It focuses on carbon emissions, as these make up the majority of an airport's emissions profile. The ACA will be independently verified by an approved third-party "verifier" which is an essential element of the program. The purpose of an independent third-party verification is to provide confidence that the reported information, statements, and plans represent a faithful, true, and fair account of an airport's efforts. The verification fee is not included in the contract price because it needs to be independent from the ACA application. At the appropriate time after completion of the ACA application, Staff will identify an approved verifier for the Commission's consideration.

The ACA program is the only Global Standard for Carbon Management in the airport industry and was developed according to the International Standards. The Authority will benefit from this accreditation by gaining public recognition, promoting efficiency and sustainability, raising the Airport's profile and credibility, encouraging standardization and benchmarking, increasing awareness, and reducing regulatory risk.

ACA has six accreditation levels, from Level 1 to Level 4+ with each level of accreditation having its own suite of requirements for various program elements. It is proposed that for this effort, the Authority pursue a Level 2 accreditation which will focus on reducing emissions by developing a CMP. The CMP will contain defined responsibility, resource allocation, organizational structure, carbon management initiatives, an implementation plan, communication plan, awareness and training, and a self-assessment audit.

The levels of accreditation are more specifically defined below:

- Level 1: Mapping: Carbon footprint measurement
- Level 2: Reduction: Carbon management towards a reduced carbon footprint
- Level 3: Optimization: Third party engagement in carbon footprint reduction
- Level 3+: Neutrality: Carbon neutrality for direct emissions by offsetting
- Level 4: Transformation: Transforming airport operations and those of its business partners to achieve absolute emissions reductions
- Level 4+: Transition: Compensation for residual emissions with reliable offsets

EVALUATION PROCESS

A Request for Proposals (“RFP”) was issued on September 30, 2022, through the PlanetBids, ACI, and American Association of Airport Executives websites. From this outreach, the Authority received proposals from five firms whose responses were reviewed with all five proposals deemed responsive to the RFP requirements. The five firms responding in alphabetical order are:

- Arup US, Inc.
- CDM Smith Inc.
- Harris Miller Miller & Hanson, Inc.
- Polytechnique Environmental, Inc.
- Ramboll US Consulting, Inc.

The evaluation of each proposal consisted of the following criteria:

SC-1: Firm Experience, Background and Past Performance

SC-2: Qualifications of Proposed Project Team

SC-3: Technical Approach and Appropriate Credentials

SC-4: Proposed Compensation

SC-5: Professional Service Agreement Acceptance

An evaluation team comprised of Staff from various departments reviewed the proposals based on the criteria defined above. The respondents represent a cross-section of sizes of environmental firms ranging from small to large size firms.

Using an equally weighted average point-allocation process for each of the criteria above, out of 100 total available points, the results are as follows:

| Selection Criteria | SC-1 | SC-2 | SC-3 | SC-4 | SC-5 | TOTAL |
|---------------------------------------|---|---|-----------------------|--------------------------------|---|-------|
| | Firm's Exp., Background, Past Performance | Qualifications of Proposed Project Team | Technical Approach | Attachment B - Fee Schedule | Acceptance of sample Services Agreement. | |
| Weighting Factor: | 1 | 1 | 1 | 1 | 1 | |
| Maximum Points Possible | 25 | 25 | 25 | 20 | 5 | 100 |
| FIRM: | | | | | | |
| Polytechnique Environmental, Inc. | 23 | 24 | 24 | 20 | 5 | 96 |
| Ramboll US Consulting, Inc. | 22 | 24 | 24 | 14 | 5 | 89 |
| CDM Smith Inc. | 23 | 23 | 25 | 5 | 5 | 81 |
| Harris Miller Miller & Hanson Inc. | 23 | 22 | 22 | 7 | 4 | 78 |
| Arup US, Inc. | 19 | 23 | 23 | 7 | 4 | 76 |

After a thorough review of all the information received from the highest ranked and lowest cost proposer, Polytechnique ranked the highest of all five respondents. Polytechnique is a well-qualified professional firm that offered a comprehensive proposal supporting the Authority's ACA application with an emphasis on carbon management and carbon footprint reduction. Polytechnique has over 8 years of experience in engineering, sustainability, compliance, grants, and hazardous materials services and has supported clients that are working towards carbon neutrality including LAX, LGB, Dallas Love Field Airport, Portland International Airport, and SAN. Polytechnique successfully assisted LGB in being awarded Level 2 as its entry point into the ACA program in 2021 and has supported the Norman Y. Mineta San Jose International Airport with its ACA application. Polytechnique has also served as a third-party verifier for Indianapolis International Airport, LAX and VNY.

Polytechnique is a certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Community Business Enterprise (CBE), and Small Business Enterprise (SBE).

During the first year of the Agreement, Polytechnique's services will focus on supporting the Authority's development and maintenance of a practical, workable carbon management plan to help the Airport establish carbon emission reduction targets for its ACA Level 2 application. During the second, third, fourth and fifth year of the Agreement, if exercised, Polytechnique will support the Authority with the third-party verification process and ACA renewal process for the purposes of maintaining an ACA Level 2 certification.

BUDGET IMPACT

Appropriations for the first year of this program were included in FY 2023 adopted budget. Appropriation requests for the four option periods of the Agreement will be included in subsequent fiscal years.

RECOMMENDATION

At its meeting held on November 21, 2022, the Committee voted unanimously (3–0) to recommend that the Commission approve the Agreement with Polytechnique for a not-to-exceed amount of \$34,720 for the first year of the Agreement with not-to-exceed amounts of \$19,810, \$23,310, \$19,810 and \$23,310 for each option year respectively and authorization for the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
DECEMBER 19, 2022**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
BOND AND DISCLOSURE COUNSEL SERVICES
REPLACEMENT PASSENGER TERMINAL PROJECT**

Prepared by John Hatanaka
Senior Deputy Executive Director

SUMMARY

At its meeting held on December 7, 2022, the Executive Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission award a Professional Services Agreement (“Agreement”), copy attached, to Orrick Herrington Sutcliffe LP (“Orrick”) to provide Bond and Disclosure Counsel services in support of the financing program for the development of the Replacement Passenger Terminal (“RPT”) project at Hollywood Burbank Airport.

BACKGROUND

Since 2004, Orrick has served as the Authority’s Bond and Disclosure Counsel for the 2005, 2012 and 2015 General Airport Revenue Bond issues. These bond issues served to provide the Authority the funding for either capital projects or refunding of previous bond issues. The typical services Bond and Disclosure Counsel provide are drafting of resolutions and major legal documents required for the authorization, sale and issuance of bonds such as a master indenture of trust, which is an agreement between a bond issuer and a trustee that represents the bondholder’s interest. Bond and Disclosure Counsel also lead preparations for a Tax Equity and Fiscal Responsibility Act (“TEFRA”) authorization and provides legal opinions related to the issuance of debt.

For the RPT project, Orrick will provide these services in conjunction with a three-phase (interim, construction and close-out) financing program proposed by Public Resources Advisory Group (“PRAG”), the Authority’s Municipal Financial Advisor. Additionally, Orrick will review a Request for Proposals and address inquiries associated with a proposed interim financing commercial paper program, review a proposed Transportation Infrastructure Finance and Innovation Act (“TIFIA”) federal loan through the Build America Bureau, draft the preliminary and final Official Statement in connection with the offering and sale of bonds and prepare the required Continuing Disclosure Agreement.

FEES

Normally, Bond and Disclosure Counsel services are a fixed fee based on the financing structure. At this time, due to uncertainties regarding the best financing structure, availability of federal grants and federal TIFIA loans, and other funding sources to support the RPT project, it is premature to set the appropriate fee. Orrick is willing to provide services to the Authority and, at or around the time of pricing of the bond issue, work with Staff and Authority General Counsel to determine the fee and expenses to be paid for these

services. Previously fixed fees for these legal services have ranged from \$75,000 to \$225,000 depending on the size and complexity of the issuance. The fee schedule is detailed in Exhibit B of the Agreement and includes a 15% discount on Orrick's standard hourly rate for legal services related to the TIFIA loan.

TERMINATION

Either party may terminate the Agreement at any time with or without cause.

FUNDING

Funding for Bond and Disclosure Counsel services can be accommodated in the appropriations for the RPT project in the adopted FY 2023 budget.

RECOMMENDATION

At its meeting held on December 7, 2022, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Agreement with Orrick for Bond and Disclosure Counsel services and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
DECEMBER 19, 2022**

AGENDA ITEM PROTOCOL

Prepared by Terence Boga
Authority General Counsel

SUMMARY

Staff seeks the Commission's adoption of an updated Resolution No. 496 (copy attached) to establish an agenda item protocol for items submitted to the Commission or a Committee.

BACKGROUND

At its meeting held on November 21, 2022, the Commission considered a draft agenda item protocol, set forth in a proposed Resolution No. 496, for items submitted to the Commission or a Committee. The protocol would memorialize the following: (i) the Executive Director's longstanding responsibility for managing meeting agendas; and (ii) the process by which Commissioners may have items placed on either a Commission or Committee meeting agenda.

UPDATED POLICY

Proposed Resolution No. 496 has been updated in accordance with the direction from the Commission. As now written, the resolution specifies the following process for a Commissioner to have an item agendized:

- Step One: A Commissioner makes an agenda item request at a Commission meeting during the Commissioner Comments portion of the meeting. If two other Commissioners concur, then the request will be agendized for a preliminary discussion at the next Commission meeting.
- Step Two: At the preliminary discussion, the Executive Director shall present relevant factors for the Commission's consideration including staff workload and impact on existing and potential litigation. The Commission shall then deliberate and take one of the following actions: instruct the Executive Director to agendize the item for a future Commission or Committee meeting; defer the request for a determination at a later date; or table the request (i.e., determine that the item shall not be agendized for a future Commission or Committee meeting).

RECOMMENDATION

Staff recommends that the Commission adopt the new version of proposed Resolution No. 496 to establish an agenda item protocol.

Attachment: Proposed Resolution No. 496

RESOLUTION NO. 496

**A RESOLUTION OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION
ESTABLISHING AN AGENDA ITEM PROTOCOL**

The Burbank-Glendale-Pasadena Airport Authority Commission finds, resolves and determines as follows:

Section 1. Agenda Item Protocol.

A. The Executive Director shall have primary responsibility for agendizing items for Commission and Committee meetings. Items submitted to the Commission with a Committee recommendation shall be placed on the consent calendar unless contrary direction is given by the Committee or a contrary determination is made by the Executive Director. Agenda items shall be scheduled in a manner that promotes meeting efficiency and respects the time constraints of Commissioners who also serve on a City Council or otherwise have a competing demand for their engagement.

B. The Executive Director shall consult with the President regarding Commission agenda item matters as necessary. The Executive Director shall consult with the Committee chairperson regarding that Committee's agenda item matters as necessary.

C. Commissioners shall not unilaterally ask or instruct the Executive Director or other staff to agendize an item for a Commission or Committee meeting. Any Commissioner who desires to have an item agendized for Commission or Committee consideration shall make a request at a Commission meeting during the Commissioner Comments portion of the meeting. If two other Commissioners express support for the request, then the request (not the actual item) shall be agendized for the next Commission meeting for a preliminary discussion. At the preliminary discussion, the Executive Director shall present relevant factors for the Commission's consideration including staff workload and impact on existing and potential litigation. The Commission shall then deliberate and take one of the following actions: instruct the Executive Director to agendize the item for a future Commission or Committee meeting; defer the request for a determination at a later date; or table the request (i.e., determine that the item shall not be agendized for a future Commission or Committee meeting).

Section 2. Effective Date. This Resolution shall be effective upon adoption.

Adopted this ___ day of December, 2022.

Emily Gabel-Luddy, President

Attest: _____
Ara Najarian, Secretary

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

I, Frank R. Miller, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority at its regular meeting held on the __th day of December 2022 by the following vote:

AYES:

NOES:

ABSENT:

Frank R. Miller
Assistant Secretary

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
DECEMBER 19, 2022**

**AWARD OF REPLACEMENT PASSENGER TERMINAL DESIGN-BUILD AGREEMENT
IMPLEMENTING A PROJECT STUDIED IN A
PREVIOUSLY CERTIFIED ENVIRONMENTAL IMPACT REPORT**

Presented by Frank Miller
Executive Director

SUMMARY

At its meeting on December 7, 2022, the Executive Committee voted unanimously (3-0) to recommend that the Commission: (i) award a Design-Build Agreement to Holder, Pankow, TEC, Joint Venture ("HPTJV") for the Replacement Passenger Terminal ("RPT") Project pursuant to a previously certified Environmental Impact Report ("EIR"); (ii) authorize initial funding of \$55,000,000; and (iii) authorize the issuance of a Notice to Proceed. HPTJV is comprised of Holder Construction Group, LLC ("Holder"), Charles Pankow Builders, Ltd. ("Pankow"), and TEC Management Consultants, Inc. d.b.a. TEC Constructors & Engineers ("TEC").

BACKGROUND

The Commission approved the use of the progressive design-build project delivery method for the RPT Project on May 20, 2019. In accordance with Federal Aviation Administration ("FAA") requirements and state law, the procurement of progressive design-build services has been conducted as a two-step process consisting of: (1) issuance of a Request for Qualifications ("RFQ"); and (2) issuance of a Request for Proposals ("RFP") to shortlisted respondents.

On May 12, 2022, Jacobs Project Management Co. ("Jacobs") assumed program management duties for the RPT Project. As part of the initial effort, Jacobs completed progressive design-build services procurement documents. The RFQ was released on May 20, 2022. A five-member evaluation panel, identified below, reviewed Statement of Qualifications ("SOQ") submittals and recommended a shortlist of three design-build teams. The Commission approved the shortlist on July 18, 2022.

An RFP was issued to the three shortlisted teams the next day. The RFP requested that each team submit a Technical Proposal and a Cost Proposal in separate packages. On August 16, 2022, a mandatory pre-proposal meeting was held at the Airport. All three shortlisted teams were present with their architects and civil engineers. During the proposal preparation period all three teams interacted with the subtrades and stressed the importance of engaging the sub-trades early in the RPT Project if they were to be awarded the contract. This was done by each team through outreach meetings at local area hotels with invitations to subtrades, including Disadvantaged Business Enterprises ("DBEs"), to learn about the project and subcontracting opportunities. This outreach provided the teams with a database of local subtrades, and provided the subtrades with information needed in order to participate.

On October 11, 2022, the Authority received Technical Proposals and Cost Proposals from all three shortlisted teams. Upon review, all proposals were deemed to be responsive to the RFP.

The three proposers were (listed in alphabetical order):

| Proposer | Additional Team Members |
|---|--|
| Austin Webcor | Fentress – Architect TY Lin – Engineer Granite – Pre-con & Civil Partner |
| HPTJV (Holder, Pankow, TEC Joint Venture) | Corgan – Architect CannonDesign – Architect Burns & McDonnell - Engineer |
| Turner Flatiron | HNTB – Civil Engineer |

PROPOSAL EVALUATION PROCESS

Staff reconvened the five-member evaluation panel to review and score the Technical Proposals and conduct interviews of the three teams. The evaluation panel membership was constant throughout the procurement process and consisted of the following individuals: Executive Director Frank Miller; Mr. Matt Ross, President, AvAirPros; Mr. Patrick Prescott, Director, Community Development Department, City of Burbank; Mr. Michael Forbes, former Assistant Director, Community Development Department, City of Burbank; and Mr. Geoffery Neumayr, Chief Development Officer, San Francisco International Airport.

The Authority retained the services of Ms. Rebekah Gladson, FAIA, AUA, DBIA of XI-3 Corporation to assist in the coordination of the evaluation panel and provide technical support to the panel. Ms. Gladson has over 30 years of experience with progressive design-build programs and most recently provided similar services to Los Angeles World Airports and the University of California, Irvine where she served as Vice-Chancellor. With her background, Ms. Gladson provided guidance and analysis to the evaluation panel on the technical elements of the proposals. Ms. Gladson also responded to the panel's questions regarding the proposers' approach to schedule, staffing and other related items. To avoid the appearance of bias, Jacobs was not included in the evaluation panel and did not participate in the evaluations due to a previous role (prior to RFQ issuance) on one of the competing teams.

The proposal evaluation process was conducted as follows.

The Technical Proposals were evaluated and scored over a four-week period. The Technical Proposals were scored against the evaluation criteria presented in the RFP and listed in the table below.

| Scoring Criteria | Available Technical Points |
|---|----------------------------|
| Management and Staffing Plan | 200 |
| Conceptual Project Schedule | 400 |
| DB Project Approach | 400 |
| Total Technical Proposal | 1,000 |
| Oral Interviews | 500 |
| Total Available Technical Points | 1,500 |

Following completion of the Technical Proposal evaluation and scoring, team interviews were conducted on November 16 and 17, 2022. Each interview was two hours and focused on the following: the team's approach to the project; the qualifications and experience of the project team; responses to questions regarding the team's Technical Proposal; and solution to a scenario problem provided during the interview. As shown above, 500 additional technical points were available through the interview process. Upon completion of the interviews the total technical points, comprised of the Technical Proposal score and the interview score, were calculated and recorded.

Following the recording of the total technical points, the evaluation panel was excused, and the Cost Proposals were opened by Authority staff and Ms. Gladson. The Cost Proposals consisted of pricing for certain elements of the project costs based on Jacobs' estimated total cost of work of \$715,000,000. An example of the cost proposal form is shown below.



Burbank-Glendale-Pasadena Airport Authority
elevateBUR.com

DESIGN-BUILDER: _____

In accordance with the Request for Proposals (RFP) – Replacement Passenger Terminal Project for this Work in the Cities of Burbank and Los Angeles, California, we offer to furnish all labor, tools, materials, appliances, equipment, insurance, and incidentals necessary and reasonably inferable to complete the Work mentioned in the RFP, at the following prices:

| PROPOSED FEES AND PERCENTAGES | | | | |
|-------------------------------|--|--|-----------------|--|
| ITEM | DESCRIPTION | | PROPOSED FEE | |
| 001 | Design-BUILDER's Fee (Overhead & Profit) | | __ __ . __ __ % | |

| ITEM | DESCRIPTION | DESIGN SERVICES | PRECONSTRUCTION SERVICES (Including Item 001 Fee) | CONSTRUCTION COSTS |
|------|---|-----------------|--|--------------------|
| | Cost of Work (Estimated Including Allowances) | | | \$715,000,000 |
| 002 | Phase 1 Design Price (Lump Sum) | | | |
| 003 | Phase 2 Design Price (Lump Sum) | | | |
| 004 | Preconstruction Price (Lump Sum) | | | |
| 005 | General Conditions (Lump Sum Based on Estimated Cost of Work) | | | |
| 006 | Extended Fee (Item 001 x (Cost of Work + Item 004 + Item 005)) | | | |
| 007 | TOTAL Project Cost (Cost of Work + Items 002 through 006) | | | |

As shown on the form, the shortlisted firms were asked to provide their proposed fee covering overhead and profit (presented as a percentage), the costs for design services for the two phases of the RPT Project, costs for preconstruction services, and estimated general condition costs during construction based on the \$715,000,000 cost of work estimate.

The proposed costs, inclusive of the estimated cost of work, were totaled and defined as the “Total Project Cost” for the purposes of the evaluation. It is important to note that the actual project costs will change as the design progresses and a more detailed estimate of the cost of work is developed during first phase of the project.

Cost Proposals were reviewed after the technical evaluation was completed to ensure that the evaluation of the Technical Proposals was not influenced by a proposer’s price. This is a standard practice for procurements in which selection is based on a combination of qualifications and price. The final evaluation process, inclusive of both the technical scores and proposed costs, was conducted as follows.

The technical scores were converted into an “Efficiency Percentage” by dividing each team’s technical score by the total available points (1,500). This percentage represents how well each proposer addressed the criteria requested in the RFP. The “Total Project Cost” for each team was then divided by their respective efficiency percentage. This step is a means to include the cost as part of the overall evaluation process while allowing demonstrated competence and qualifications to be the primary selection criteria. The resulting quotient represents the “Lowest Ultimate Cost” or best value to the Authority based on the combined Technical Proposal and Cost Proposal, and the FAA approved the use of this method as the basis for the final selection. The calculation is shown below.

Lowest Ultimate Cost = “Total Project Cost \$ / Efficiency Points”

The Lowest Ultimate Cost does not represent the actual total project cost to the Authority. It is a calculation used to determine the proposer presenting the best value to the Authority.

The final results of the proposal evaluation process are shown in the following table.

| Proposal Submission Requirements | Available Points | HPTJV | Austin Webcor | Turner Flatiron |
|--|------------------|-------------------|-------------------|-------------------|
| Management and Staffing Plan | 200 | 170 | 169 | 118 |
| Conceptual Project Schedule | 400 | 294 | 368 | 269 |
| DB Project Approach | 400 | 341 | 339 | 313 |
| Consent to Design-Build Agreement -Proof of Insurance (Review of Comments) | GC Review | No Score | No Score | No Score |
| Oral Interviews | 500 | 480 | 324 | 214 |
| Total Technical Score | 1,500 Possible | 1,285 | 1,200 | 914 |
| Efficiency Percentage | | 0.857 | 0.8 | 0.61 |
| Total Project Cost | | \$ 873,923,382.00 | \$ 888,570,378.00 | \$ 967,120,000.00 |
| Best Value to Authority | | 1,019,747,236.9 | 1,110,712,972.5 | 1,585,442,622.9 |
| Ranking | | # 1 | # 2 | # 3 |

In the table on the previous page, the category described as “Consent to Design-Build Agreement – Proof of Insurance” (Review of Comments) is shown as “No Score”. The RFP instructed proposers to confirm acceptance of the sample contract or to submit alternative contract language for consideration. This category was not scored to afford the proposers an opportunity to present issues for discussion regarding the contract without being penalized for their response.

As shown, HPTJV was the number one ranked “Best Value to Authority” proposer with both the highest Technical Proposal score and the lowest Cost Proposal. In addition, HPTJV’s Total Project Cost was under Jacobs’ estimate of \$897,967,874. Neither of the other proposers filed a protest to challenge the results.

HPTJV DISTINGUISHING FACTORS

Each proposer submitted a responsive proposal including the removal of the existing terminal within the timeframe of the Development Agreement (“DA”) with the City of Burbank. In the judgment of the evaluation panel, several factors distinguished HPTJV’s proposal:

1. Experience and commitment of collaboration in working together as a team internally and externally with the owner on complex design-build airport projects.
2. Clear understanding of the Authority’s design charrettes and inclusion of a detailed process for engaging all stakeholders in the design process with appropriate time for input, review and comment.
3. Sustainability was not viewed as simply meeting the RFP requirements, but rather as an opportunity to work together with the Authority to establish broader sustainability goals and make decisions collectively that will achieve these goals.
4. Excellent experience with aligning the design with the project budget (Target Value Budget to Target Value Design).
5. Successful experience and history of working with California subcontractors and incorporating their knowledge early in the progressive design-build process.
6. Proven track record of exceeding DBE participation requirements and local hire goals.
7. Approach to addressing DA requirements and the community’s needs.
8. Experience and success with complex airport approval and funding processes.
9. Solid approach to phasing the design and construction work with component guaranteed maximum prices (“CGMPs”) and corresponding permitting process.
10. Strategy and open book process for development, review, and approval for CGMPs and the guaranteed maximum price (“GMP”).

As previously noted, HPTJV is comprised of Holder, Pankow, and TEC. Holder was established in 1960 and has an annual revenue of approximately \$5,000,000,000. Pankow was established in 1963 and has an annual revenue of approximately \$400,000,000. TEC is a minority owned firm established in 1988 and has an annual revenue of approximately \$35,000,000.

The HPTJV team includes Corgan Associates (“Corgan”) (architect), CannonDesign (design subconsultant), and Burns & McDonnell (engineering subconsultant). Holder and Corgan are leading aviation builders and designers in the country with large, complex projects at

more than 200 airports across the world. They have completed over 120 projects together, totaling more than \$9.0 billion dollars. Below are some of the HPTJV team's recent projects:

Holder:

| | |
|------------------------------------|-----------------|
| • SLC Airport ARP (Phase 1A&1B) | \$1,908,288,000 |
| • ATL Intl Terminal F | \$1,190,000,000 |
| • DFW Integrated Operations Center | \$ 31,900,000 |
| • ATL Terminal Pedestrian Bridges | \$ 58,500,000 |
| • ATL West Parking Deck | \$ 181,000,000 |
| • ATL Concourse D Expansion | \$ 36,609,000 |
| • ATL Concourse C Expansion | \$ 41,600,000 |

Pankow:

| | |
|---|------------|
| • BUR Terminal B Security Checkpoint Renovations (Pankow is recognized as one of the premier parking structure and office building contractors of California and is a Pasadena based company.) | \$ 575,000 |
|---|------------|

TEC:

| | |
|--|-----------------|
| • San Diego Airport Improvement Project | \$2,500,000,000 |
| • LAX - Tom Bradley international terminal | \$1,500,000,000 |
| • LAX - People Mover Core Terminal Renovations | \$ 800,000,000 |

Corgan:

| | |
|---|-----------------|
| • LAX Midfield Satellite Concourse | \$1,400,000,000 |
| • SMF Central Terminal B | \$1,000,000,000 |
| • BNA Vision: Terminal & Area Landside | \$1,370,000,000 |
| • HOU West Concourse and FIS | \$ 146,000,000 |
| • DAL Love Field Modernization | \$ 514,000,000 |
| • FLL Terminal 1 & FIS Facility | \$ 295,000,000 |
| • PHX Terminal 3 Redevelopment | \$ 560,000,000 |
| • PHX T4 S1 Concourse & Connection Bridge | \$ 250,000,000 |

Burns & McDonnell:

| | |
|--|----------------|
| • ABIA Terminal Exp. Terminal & Apron Expansion | \$ 57,485,000 |
| • Braniff Centre Redevelop Ph 1 | \$ 26,877,000 |
| • IAD Polaris C_S/Enabling | \$ 54,698,000 |
| • LAX Delta GSE Maintenance Facility | \$ 17,559,000 |
| • LAX Term 1 Modernization Terminal 1 | \$ 38,461,000 |
| • MDAD CBIS/CBRA MIA CBIS/CBRA | \$ 192,852,000 |
| • SAN FIS D/B Design Airside Civil & Special Systems | \$ 101,000,000 |
| • STL Fuel - New Fuel Storage | \$ 84,500,000 |

DESIGN-BUILD AGREEMENT

The proposed Design-Build Agreement with HPTJV generally divides the work into two phases. Phase 1 (Preliminary Stage) involves: study and report services; drafting of preliminary technical documents; preparation of construction drawings and construction specifications up to 60% percent completion; and construction planning services including preparation of a single GMP proposal and possible CGMP proposals. Phase 2 (Completion Stage) is contingent upon the Authority accepting a GMP and involves: completion of construction drawings and construction specifications based on the preliminary technical documents; construction; start-up, testing, and commissioning; and final corrections. The Authority will be able to terminate the contract for convenience if doing so becomes necessary for some unexpected reason. Moreover, if the Authority and HPTV cannot agree on a GMP at the end of Phase 1, then all design subcontracts will be assigned to the Authority.

If the proposed Design-Build Agreement is approved, then Staff will present a proposed amendment to the Commission in the first quarter of 2023. The amendment will memorialize a decision matrix specifying key RPT Project design issues that must be addressed by the Commission and matters for which the Commission is delegating approval authorization. The amendment also will address the Executive Director's authorization to approve change orders without prior submission to the Commission. These topics have been discussed at several Executive Committee meetings, and it is anticipated that the Committee will make a recommendation to the Commission early next year. The ultimate goal of the amendment will be to allow decisions to be made in a timely manner that keeps the RPT Project on schedule.

BUDGET IMPACT

With a recommendation to award a Design-Build Agreement to a progressive design-build team utilizing the two-step process outlined above, the required funding for Phase 1 of the RPT Project in the amount of \$55,000,000 is requested. These funds will cover the following:

- Design costs to advance the design to 60% completion
 - Phase 1 Design Fees
- Phase 1 preconstruction services provided by the design-builder during design
- Development of the GMP
- Construction of a Project Management Office on the project site.
 - An allowance of \$6.0 million
- Additional design costs to allow design to continue beyond 60% while the GMP is being negotiated.

Based on an estimated schedule to reach Phase 2, the \$55,000,000 is anticipated to be expended between December 20, 2022 and April 1, 2024. The adopted FY 2023 budget included \$26,637,000 in appropriations initially funded through Authority reserves. Additional appropriations will be required to cover the remaining costs from July 1, 2023 through April 1, 2024 and will be included in the FY 2024 budget. This initial use of Authority reserves is intended to be reimbursed through a proposed Interim Financing program (currently under development) utilizing a commercial paper program recommended by the Authority's Municipal Financial Advisor, Public Resources Advisory Group. The Interim Financing, which will be presented to the Commission for approval in the first quarter of Calendar Year 2023, is being programmed to provide funding for the 60% design phase

-7-

to reach a GMP. Source of funds for reimbursement of the commercial paper will be through available grant funds (Bipartisan Infrastructure Law or “BIL”), Passenger Facility Charges and/or Authority Development Reserves. At that point, if the GMP is accepted, Construction Financing to fund the construction will be issued utilizing other sources such as federal grants, a federal loan if approved, Passenger Facility Charges, General Airport Revenue Bonds and Authority cash contribution.

ENVIRONMENTAL REVIEW

On July 11, 2016, the Commission adopted Resolution No. 469 certifying an EIR, adopting findings pursuant to the California Environmental Quality Act, adopting a Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding Considerations for the RPT Project. There are no substantial changes to the project, no substantial changes in the circumstances under which the project is being undertaken, and no new information of substantial importance that was not known to the Authority at the time the EIR was certified that triggers any of the conditions requiring a subsequent EIR, subsequent negative declaration, or an addendum.

RECOMMENDATION

Staff and the Executive Committee recommend that the Commission: (i) award a Design-Build Agreement to HPTJV for the RPT Project pursuant to the previously certified EIR; (ii) authorize Phase 1 funding of the RPT Project in the amount of \$55,000,000; and (iii) authorize the issuance of a Notice To Proceed.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
DECEMBER 19, 2022**

**REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER
JACOBS PROJECT MANAGEMENT COMPANY
TASK ORDER AUTHORIZATION**

Presented by Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

At its meeting on December 7, 2022, the Executive Committee ("Committee") voted unanimously (3-0) to recommend that the Commission approve Task Order #3 in the amount of \$10,438,765 with Jacobs Project Management Co. ("Jacobs") for program management services for the Replacement Passenger Terminal ("RPT") Project.

BACKGROUND

On April 27, 2022, the Commission awarded Jacobs a five-year Task Order-based Professional Services Agreement with a contract limit of \$42 million and authorized Task Order #1 in the amount \$1,419,896 for the first ninety days of the engagement. On September 19, 2022, the Commission further authorized Task Order #2 with Jacobs in the amount of \$1,463,250. Jacobs has completed all of the deliverables detailed in Task Order #1, and continues with the Phase 1 Program Planning Services contained in Task Order #2, which includes the following:

1. Concept of Operations ("ConOps") Manual development
2. Procurement Support
3. Financing Support
4. Project Administration
5. Project Management
6. Staffing mobilization
7. Additional Engineering/Planning
8. Additional as needed support

On December 6, 2022, KDG Construction Consulting sent the Authority a letter alleging that Jacobs has failed to utilize local and disadvantaged business enterprise subcontractors. Executive Director Miller responded to that letter on December 12th and copies of both letters are attached. Jacobs has retained the services of seven subcontractors to support project management activities on the RPT Project. Five of the seven are minority- and/or woman-owned small/disadvantaged business enterprises. These are:

- a. The Solis Group: The Solis Group is a minority/woman owned DBE headquartered in Pasadena. The Solis Group will be responsible for administering the Project Labor Agreement and overseeing labor compliance.

- b. Pacifica: Pacifica is a minority owned SBE headquartered in Pasadena. Pacifica is providing the contracts management and administration for the project and will be supporting review and approval of design-builder invoicing.
- c. Susan Gray & Co.: Susan Gray & Co. is a woman owned SBE headquartered in Pasadena. Ms. Gray is currently working on obtaining her DBE certification. Susan Gray & Co. is providing support on the implementation of the Public Art requirements for the project.
- d. Lenax: Lenax is woman owned DBE headquartered in Los Angeles. Lenax will be providing estimating support on the project.
- e. Trifiletti Consulting: Trifiletti Consulting is a woman owned SBE headquartered in Los Angeles. Trifiletti is providing consulting support on project funding and on sustainability.

Additional subcontractors may be added as the project moves from the design to construction phase.

PROPOSED TASK ORDER #3

The proposed Task Order #3 is for Design/Pre-Construction Phase support services. Jacobs will supplement Authority staff by providing management and oversight of the design-builder ("DB"). The following presents a brief summary of the specific activities Jacobs will be performing under this Task Order.

1. Design Oversight

Jacobs will provide design oversight services. Under these services Jacobs will provide a Design Manager full-time during the design phase. In addition, Jacobs will provide experienced technical professionals in various disciplines as needed to conduct design reviews and provide input during the design process. Jacobs will provide Subject Matter Experts ("SMEs") at appropriate times during the design process to ensure that the DB's design meets the project requirements as specified in the contract documents.

Jacobs will monitor the design to ensure compliance with the contract documents related to the development of the Computer-Aided Design ("CADD") drawings and Building Information Modeling ("BIM") requirements. Working with the DB during the design process Jacobs will also provide expert decision-making support related to cost/benefit analysis and value engineering for project design development.

Jacobs will provide coordination of external and internal stakeholder input into the design process. Jacobs will facilitate internal and external stakeholder design reviews as required and/or requested by the Authority. Jacobs will also help facilitate design presentations to the Commission during the design process to facilitate decision making. Jacobs' Project Manager will chair the RPT Project Committee, which consists of the Program Manager, Airline Technical Representative, Airline Program Managers, and the Deputy Executive Director of Planning and Development from Authority staff. It is envisioned that the RPT Project Committee will hold the first level of responsibility for the RPT Project, generating direction and options for the project. Decisions will be elevated to the RPT Oversight Committee

-2-

(composed of the Executive Director, Executive staff, and the Chair of the Airport and Airline Affairs Committee), the Commission's Executive Committee, and Authority Commission as appropriate.

In addition to design oversight Jacobs will continue to lead the activities for compliance with the City of Burbank's Art in Public Places requirement. Jacobs has retained an art consultant who will assist in the coordination of the public art program with the City of Burbank. Jacobs will work closely with the DB during the design process to ensure the art program is integrated into the design process.

2. Cost Management

Jacobs will provide cost management support. Jacobs will work closely with the DB during the development of the initial Budget Validation and work with the Authority to establish a final "Design to Budget" early during the design process. Jacobs will evaluate the monthly budget updates for consistency with the design documents and conformance with the design to budget value and perform independent cost estimates ("ICE") at the 30% design milestone.

Jacobs will work closely with the DB as the Guaranteed Maximum Price ("GMP") proposal is developed. Jacobs will lead the negotiations of the GMP with the DB on behalf of Authority.

3. Construction Scheduling, Phasing, Sequencing, and Packaging

Jacobs will provide schedule management support. The project controls manager, with support from the project scheduler, will maintain the approved project schedule.

Jacobs' construction manager and construction logistics coordinator will work closely with the DB in the development of the phasing, sequencing, and packaging elements of the work. Jacobs will analyze the DB's proposals for consistency with cash flow constraints and procurement constraints based on funding sources.

4. Project Management

In addition to the services related to the DB deliverables listed above, Jacobs will continue to provide ongoing project management support. These activities will include:

- a. Invoice Management: Jacobs will review all DB invoices for accuracy and contract compliance.
- b. Project Controls Management: Jacobs will update the Project Management Information System ("PMIS") providing real-time project information through the project dashboards.
- c. Monthly Status Reports: Jacobs will provide monthly project status reports to BGPAA.
- d. Continued maintenance of the document controls system.

- e. Support and coordination with the regulatory agencies during the performance of work.
- f. Continued maintenance and updating of the Project Risk Register.
- g. Manage the Project Labor Agreement and monitor DB compliance.
- h. Assist BGPAA with Invoice processing.

5. Additional Services as Needed

There is a possibility that DB will suggest two early work packages be implemented during this phase of the project. In anticipation of these packages, Jacobs will provide additional services as presented below to oversee the work.

Safety Management

- a. Review of the DB's safety plan
- b. Construction safety observations, monitoring, and reporting
- c. Participate in weekly construction site safety walks
- d. Review, monitoring of safety metrics

Construction Phase support for early construction work packages

- a. Pre-construction coordination with DB
- b. Oversight and coordination of establishment of Project Management Office ("PMO")
- c. Coordination with the City of Burbank Building and Safety Department
- d. Coordination of construction site access

FUNDING

The FY 2023 budget includes an allocation for Program Management services for the RPT project.

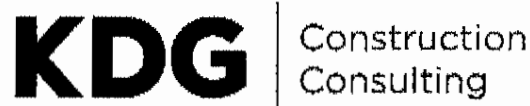
RECOMMENDATION

Staff and the Executive Committee recommend that the Commission approve Task Order #3 with Jacobs in the amount of \$10,438,765 and authorize the Authority President to execute the same.

Attachments:

- Exhibit 1: KDG Construction Consulting Letter
- Exhibit 2: Executive Director Miller Letter

Exhibit 1



1025 N. Brand Blvd., Suite 300, Glendale, CA 91202
(818) 241-0800 | Fax (818) 241-0818

FAX COVER SHEET

| | | | |
|--|---|---------------|----------------------------------|
| To: | Frank Miller, President | | |
| Cc: | BGPAA Commissioners | From: | Lydia Kennard, President and CEO |
| Fax: | (818) 848-1173 | Pages: | 2 (incl. cover) |
| Phone: | | Date: | 12/06/2022 |
| Re: | Letter re December 7, 202 Regular Meeting of the Executive Committee (Agenda Item #5) | | |
| <input type="checkbox"/> Urgent | | | |

Dear Mr. Miller:

Please find attached a letter from KDG Construction Consulting relating to the December 7, 2022 Regular Meeting of the Executive Committee, Agenda Item #5: Replacement Passenger Terminal Program Manager.

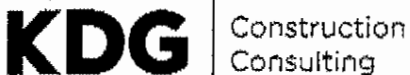
Thank you,

LYDIA H. KENNARD

President and CEO

lkennard@kdgcc.com | ☎ 818.241.0800 x207

Corporate Office: 1025 N. Brand Blvd., Ste. 300, Glendale, CA 91202



www.kdgcc.com





December 6, 2022

Via Fax & Email

Mr. Frank Miller
Executive Director
Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, California 91505

RE: Replacement Terminal Project

Dear Mr. Miller:

My company – a Minority and Women-Owned Business Enterprise based in Glendale – was taken aback when we received the Agenda for Wednesday's (December 7, 2022) meeting of the Burbank-Glendale-Pasadena Airport Authority's Executive Committee. Specifically, we are disappointed that the Agenda Item 5c for Task Order #3 by Jacobs Management Co. (Jacobs) does not include local business enterprises such as my firm that were team members under the original Program Management contract with AECOM. KDG was selected as part of the AECOM Team due to its extensive experience providing construction management services for a number of west coast airports, including LAX, LGB, ONT and SEA.

When Jacobs took over as Program Manager for the Replacement Terminal project from AECOM, it made the following pledge (Section 5.2 of the Agreement, existing Subcontractors):

Jacobs understands that the current Program Management Team includes a number of local and disadvantaged 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.

Because of this pledge, my firm had reason to expect we would be joining the Jacobs Team in connection with Task Order #3. Indeed, our review of Task Order #3 indicates none of the local and disadvantaged business enterprises that were part of the AECOM Team are joining the Jacobs Team as had been expected and promised. Additionally, I have personally reached out to Roger Johnson several times since the work has transitioned from AECOM to Jacobs. We have discussed various positions that might be filled by KDG and presented resumes for consideration. Moreover, under AECOM, KDG had a full-time document controls specialist who was active on the project until the work stoppage as a result of COVID.

As a result of this disconnect, we ask that the Authority defer action on this item until Jacobs makes a firm commitment to the local and disadvantage enterprises or otherwise makes them whole as the Replacement Terminal Project moves forward.

Thank you for your attention and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Lydia H. Kennard".

Lydia H. Kennard
President & CEO

cc: Roger Johnson, Executive Project Manager/Advisor, Jacobs
Burbank-Pasadena-Glendale Airport Authority Commissioners



December 12, 2022

Lydia H. Kennard
President & CEO
KDG Construction Consulting
1025 N. Brand Blvd., Suite 300
Glendale, CA 91202

lkennard@kdgcc.com
Via Email; Original via U.S. Mail

Re: Jacobs Project Management Company Task Order #3

Dear Ms. Kennard:

This letter responds to your December 6, 2022 correspondence requesting deferral of the Jacobs Project Management Company ("Jacobs") Task Order No. 3 item on the Executive Committee's December 7, 2022 agenda. Please be advised that the Executive Committee unanimously concurred with staff and has made an approval recommendation to the Authority Commission. The proposed Task Order No. 3 for Jacobs now will be on the Authority Commission's December 19, 2022 meeting agenda.

I wish emphasize that, prior to voting on this item, the Executive Committee considered your correspondence as well as Roger Johnson's oral response on behalf of Jacobs. Mr. Johnson explained that, contrary to the insinuation in your letter, Jacobs has already engaged five minority- and woman-owned local businesses in connection with its work on the Replacement Passenger Terminal Project. Three are Pasadena firms (Solis Group, Pacifica, and Susan Gray & Co.) and two are Los Angeles firms (Lenax and Trifiletti Consulting). Mr. Johnson also reported that several of AECOM's subconsultants were interviewed and did not meet Jacobs' requirements.

I respectfully disagree with the assertion in your letter that Jacobs promised to utilize members of the AECOM consultant team. In any event, the Authority did not impose such a mandate as part of the transition of program management services from AECOM to Jacobs. Thus, I see no basis for your request that approval of Task Order No. 3 be deferred "until Jacobs makes a firm commitment to the local and disadvantage [sic] enterprises or otherwise makes them whole as the Replacement Terminal Project moves forward."

Lydia H. Kennard
Re: Jacobs Project Management Company Task Order #3
December 12, 2022
Page 2

Your correspondence and this response will be included in the Authority Commission's December 19th agenda packet as part of staff report for the Task Order No. 3 item. Should you desire to address the Authority Commission, you of course are welcome to do so during the public comment period.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank R. Miller". The signature is fluid and cursive, with the first name "Frank" being the most prominent.

Frank R. Miller
Executive Director

cc: Roger Johnson, Jacobs Project Management



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: Jacobs Program Management Company | |
| SA/P.O. No: A-7110 - | Account No.: 40701-9705 |
| T.O. Order No: TO-3 | Effective Date: 12/19/2022 |
| T.O. Revision No: | Revision Date: |
| Originator: Patrick Lammerding | Phone No: (818) 729-2250 |

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 3 - Phase 2 Design/Pre-Construction Phase Support Services |
| Scope of Work and Price Breakdown attached. |
| |

Task Order Pricing Basis

| | |
|--|-------------------------------------|
| Time & Materials, Fee Schedule/Rates: | <input checked="" type="checkbox"/> |
| Estimated not-to-exceed amount: | \$ 10,438,765 |
| Estimated revision amount: | \$ 0 |
| Total of previous revisions: | \$ 0 |
| Current estimated not-to-exceed amount: | \$ 10,438,765 |

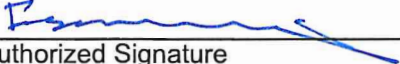
This Task Order is also a Notice to Proceed immediately with the services described, with final completion on April 30, 2024. **Time shall be of the essence in the performance of this Task Order.**

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:

Jacobs Program Management Company
Company Name


Authorized Signature

Issam Khalaf
Name

Vice President, Director PMCM Western US
Title

11/29/2022
Date

Burbank-Glendale-Pasadena Airport Authority
Company Name

Authorized Signature

Name

Title

Date



**Challenging today.
Reinventing tomorrow.**

4531 West Empire Ave
Burbank, CA 91505
United States
T -754-215-1770
www.jacobs.com

November 29, 2022

Attn: Frank Miller
Executive Director
Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505

Project name: Replacement Passenger Terminal (RPT)
Project no: PO #A7110

Subject: Task Order 3 – Phase 2 – Design/Pre-Construction Phase Support Services (BUR-TO29)

Dear Mr. Miller,

Jacobs appreciates the continued opportunity to support the Burbank-Glendale-Pasadena Airport Authority (BGPAA) with the implementation of the Hollywood Burbank Airport Replacement Passenger Terminal (RPT) Project. With this letter we are transmitting the scope, schedule, and budget for work to be performed from January 2023 through April of 2024 under Task Order 3, Phase 1 – Design/Pre-Construction Phase Support Services.

Jacobs has completed all the deliverables detailed in Task Order 1 (TO-1), also known as the 90-day plan. Jacobs continues with Phase 1 – Program Planning Services through 2022 (TO-2) which includes the following:

2. Concept of Operations (ConOps) Manual development
3. Procurement Support
4. Financing Support
5. Project Administration
6. Project Management
7. Staffing mobilization
8. Additional Engineering/Planning
9. As Needed Support to BGPAA

Phase 1 – Design/Pre-Construction Phase Support Services

Jacobs will function as an extension of BGPAA's staff providing management and oversight of the progressive design-build team (DB) during the design and pre-construction phase of the project. The following presents a list of the major deliverables anticipated and Jacobs services during this next phase of the project.

1. Design

The DB will provide the following major deliverables during this phase:

- **Conceptual Design/Architectural Form.** The DB will develop three design concepts along with architectural forms for review and input by BUR.
- **Basis of Design Report.** The DB will advance the design of the selected concept by the airport through completion of a Basis of Design (BOD) Report. The BOD report translates the project requirements and BUR's vision for the project into technical specifications and design standards. The BOD report provides the foundation for development of the design.
- **Thirty (30) Percent Drawings.** The 30% drawings define the major design elements of the project and refine the project's scope. These documents will form the foundation for laying out more detailed costs and construction scheduling.
- **Sixty (60) Percent Drawings.** While not complete, the 60% drawings present most of the technical content required to communicate the design intent to the builder.

2. Cost

The Guaranteed Maximum Price (GMP) proposal will be developed during this phase of the project. Development of the GMP is a major element of this phase. The DB will provide the following major deliverables during this phase:

- **Budget Validation Report.** The DB will prepare a budget validation reporting presenting its best estimate of the cost of construction of the project. If the report concludes that the current cost estimate is insufficient to cover the cost, the DB must identify what project elements are creating the additional costs.
- **Monthly Budget Updates.** The DB will provide monthly cost updates during the design process.
- **Full Cost Estimates.** The DB will provide full cost estimates with the 30 and 60 percent design submittals.
- **GMP Proposal.** The DB will submit a GMP Proposal at the conclusion of this phase committing to a cost and schedule for completion of the work.

3. Construction Scheduling, Phasing, Sequencing, and Packaging

During the Design/Pre-Construction phase of the project the DB will develop its plan for implementing construction of the project. The DB will provide the following major deliverables during this phase:

- **Schedule.** The DB will develop a baseline schedule within the first 45-days following the notice to proceed (NTP). This schedule will be updated monthly during the design phase. The final approved schedule will be included in the GMP Proposal.

- **Phasing/Sequencing Plan.** The DB schedule will include detail on how it intends to phase and sequence the project. This information will be included within a phasing/sequencing plan. This plan will be updated as needed as the design progresses
- **Packaging Plan.** During this phase the DB is required to develop a packaging plan detailing how it intends to “buyout” or subcontract the work. This plan will detail what work elements will go into various “bid packages” for competitive procurement. Because of the use of federal funding for many elements of the work it is important that the packaging plan follow federal procurement guidelines for all work elements for which federal funding is anticipated. This packaging plan will be included within the GMP Proposal.

The following presents a summary of the specific activities Jacobs will be performing during the Design/Pre-Construction Phase of the project.

1. Design Oversight

Jacobs will provide design oversight services. Under these services Jacobs will provide a Design Manager full-time during the design phase. In addition, Jacobs will provide experienced technical professionals in various disciplines as needed to conduct design reviews and provide input to the DB during the design process. Jacobs will provide Subject Matter Experts (SMEs) at appropriate times during the design process to ensure that the DB's design meets the project requirements as specified in the contract documents. These SMEs include:

- a. Mechanical/Electrical/Plumbing (MEP)
- b. Baggage handling
- c. Structural Engineering
- d. Environmental/Sustainability
- e. IT/Special systems
- f. Landside
- g. Airside
- h. Concessions
- i. Constructability

Jacobs will monitor the design to ensure compliance with the contract documents related to the development of the CADD drawings and BIM requirements. Working with the DB during the design process, Jacobs will also provide expert decision-making support related to cost/benefit analysis and value engineering for project design development.

During the design/pre-construction phase Jacobs will provide coordination of external and internal stakeholder input into the design process. Jacobs will facilitate internal and external stakeholder design reviews as required and/or requested by the authority. Jacobs will also help facilitate design presentations to the BGPAA Board of Commissioners and others as requested during the design process to facilitate decision making.

Jacobs' Project Manager will chair the RPT Project Committee. The following is a list of the primary stakeholders anticipated to provide input during the design process.

- a. BUR Airport Departments
- b. Airlines
- c. Ground Service Providers
- d. TSA

- e. FAA
- f. Concessionaires

In addition to design oversight, Jacobs will continue to lead the Art in Public Places activities. Jacobs has retained an art consultant who will assist in the coordination of the public art program with the City of Burbank. We will work closely with the DB during the design process to ensure the art program is integrated into the design process.

2. Cost Management

Jacobs will provide cost management support during the Design/Pre-Construction phase of the project. Jacobs will work closely with the DB during the development of the initial Budget Validation. We will work with BGPAA to establish a final "Design to Budget" early during the design process. We will evaluate the monthly budget updates for consistency with the design documents and conformance with the design to budget value. Jacobs will perform independent cost estimates (ICE) at the 30% design milestone providing.

Jacobs will work closely with the DB during this phase of the project as the GMP proposal is developed. We will lead the negotiations of the GMP with the DB on behalf of BGPAA.

3. Construction Scheduling, Phasing, Sequencing, and Packaging

Jacobs will provide schedule management support during the Design/Pre-Construction phase of the project. Our project controls manager, with support from our project scheduler will maintain the approved project schedule. Once a baseline project schedule is submitted by the DB, Jacobs will analyze the schedule for compliance and will develop the "official" schedule. During this phase Jacobs will work closely with BGPAA to understand any funding availability constraints that could impact scheduling of construction activities. Jacobs will analyze all monthly schedule updates from the DB and will update the official schedule as needed. The schedule analysis will focus on consistency with the approved schedule and compliance with funding availability.

Jacobs' construction manager and construction logistics coordinator will work closely with the DB in the development of the phasing, sequencing, and packaging elements of the work. We will analyze the DB's proposals for consistency with cash flow constraints and procurement constraints based on funding sources.

4. Project Management

In addition to the services related to the DB deliverables listed above, Jacobs will continue to provide ongoing project management support during this phase of the project. These activities will include:

- a. Invoice Management: Jacobs will assist BGPAA with invoice processing. We will review all DB invoices for accuracy, contract compliance, and validation that the costs being invoiced are only for work that has been properly completed. Jacobs will submit compliant invoices to BGPAA for payment.
- b. Project Controls Management: Jacobs will update the Project Management Information System (PMIS) providing real-time project information through the project dashboards.
- c. Monthly Status Reports: Jacobs will provide monthly project status reports to BGPAA. We will provide updates to the Commission, Commission Committees, and others as requested.
- d. Continued maintenance of the document controls system.

Date: 29 November 2022

Subject: Task Order 3 – Phase 2 – Design/Pre-Construction Phase Support Services (BUR-TO29)

Jacobs

- e. Jacobs will continue to provide support and coordination with the regulatory agencies during the performance of work.
- f. Continued maintenance and updating of the Project Risk Register.
- g. Manage the Project Labor Agreement and monitor DB compliance.

5. Additional Services as Needed

Jacobs assumes that there will be at least two early works packages implemented during this phase of the project. In anticipation of these packages, Jacobs will provide additional services as presented below to oversee the work.

Safety Management

- a. Review of Design Builder's safety plan
- b. Construction safety observations, monitoring, and reporting
- c. Participate in weekly construction site safety walks
- d. Review, monitoring of safety metrics

Construction Phase support for early construction work packages

- a. Pre-construction coordination with Design Builder
- b. Oversight and coordination of establishment of Project Management Office
- c. Coordination with Burbank Building and Safety
- d. Coordination of construction site access with BUR Authority

Cost Estimate

Jacobs' estimated costs for Task Order 3 are \$10,438,765. This is inclusive of Jacobs' labor, subcontractor labor, and other direct costs. A breakdown of these costs is presented on the attached spreadsheet.

Jacobs appreciates the continued opportunity to support BGPAA in this exciting project. Please feel free to contact me with any questions.

Sincerely,



Perry L. Martin, PMP
Program Manager

754-215-1770



Ronald C. Siecke, P.E.
V.P. US West Aviation Solutions Leader

310-488-1466

Copies to:

John Hatanaka
Patrick Lammerding
Roger Johnson
Jeff Sedlak
Ronald Siecke



**Challenging today.
Reinventing tomorrow.**

4531 West Empire Ave
Burbank, CA 91505
United States
T -754-215-1770
www.jacobs.com

Task Order 3 Estimate

| | |
|-------------------------------|------------------------|
| Jacobs & Sub-Consultant Labor | \$10,138,765.00 |
| ODC Expenses | <u>\$ 300,000.00</u> |
| TOTAL TO-3 | \$10,438,765.00 |

Committed to Date

| | |
|---|------------------------|
| TO-1 | \$ 1,419,896.00 |
| TO-2 | <u>\$ 1,463,250.00</u> |
| TOTAL | \$ 2,883,146.00 |
| Total Commitment for TO 1,2, & 3 | \$13,321,911.00 |

Monthly Expense Estimate

| Category | Monthly Estimate | No. of Months | Totals |
|---------------------|------------------|---------------|---------------------|
| Office Supplies | 500 | 16 | \$8,000 |
| Working lunches | 500 | 16 | \$8,000 |
| Computer Hardware | 1500 | 16 | \$24,000 |
| Site Vehicles (4) | 3000 | 16 | \$48,000 |
| Site Vehicle fuel | 800 | 16 | \$12,800 |
| Air Travel | 4000 | 16 | \$64,000 |
| Hotel and Meals | 4000 | 16 | \$64,000 |
| Rental Vehicles | 800 | 16 | \$12,800 |
| Rental Vehicle Fuel | 300 | 16 | \$4,800 |
| PMO Internet | 100 | 16 | \$1,600 |
| Copier | 600 | 16 | \$9,600 |
| Contingency | | | \$42,400 |
| Total | | | \$300,000.00 |



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| Labor Estimate | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------|-----------------------------|---------------------------------------|--------|----------|---|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-------|----------------------------------|-----------|------|-----|-----|-----|-------|----------------|-----------|-----------------|-------------|--|--|--|--|--|--|--|--|--|--|--|--|
| Phases | | | | | | | | | | | | | | | | | | Early Construction Work Packages | | | | | | | | | | | | | | | | | | | | | | |
| Phases | | | | | PHASE 2 - Design Phase Support Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 2022 | 2023 | | | | | | | | | | | | | 2023 | | 2024 | | | | | 2024 | | | | | | | | | | | | | | | |
| | Staff Member | Position | Status | Rate | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | Total | Rate | Total | Jan | Feb | Mar | Apr | Total | Rate | Total | | Grand Total | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Jacobs | Ron Siecke | Principal in Charge | PTE | \$391.31 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 | \$403.05 | \$48,366 | 10 | 10 | 10 | 10 | 40 | \$415.14 | \$16,606 | | \$64,971 | | | | | | | | | | | | |
| Jacobs | Jeff Sedlak | Procurement Manager | PTE | \$319.96 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 192 | \$329.56 | \$63,275 | 16 | 16 | 16 | 16 | 64 | \$339.44 | \$21,724 | | \$84,999 | | | | | | | | | | | | |
| Jacobs | Roger Johnson | Exec. Project Manager/Advisor | FTE/PT | \$391.70 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1920 | \$403.45 | \$774,625 | 160 | 160 | 160 | 160 | 640 | \$415.55 | \$265,955 | | \$1,040,579 | | | | | | | | | | | | |
| Jacobs | Perry Martin | Project Manager | FTE | \$342.07 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1920 | \$352.33 | \$676,469 | 160 | 160 | 160 | 160 | 640 | \$362.90 | \$232,254 | | \$908,724 | | | | | | | | | | | | |
| Jacobs | Janice Lee | Deputy PM/Stakeholder Manager | FTE | \$231.79 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1920 | \$238.74 | \$458,383 | 160 | 160 | 160 | 160 | 640 | \$245.90 | \$157,378 | | \$615,761 | | | | | | | | | | | | |
| Jacobs | Anna Ledesma | Administrator/Doc. Control Tech | FTE | \$116.05 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1920 | \$119.53 | \$229,500 | 160 | 160 | 160 | 160 | 640 | \$123.12 | \$78,795 | | \$308,296 | | | | | | | | | | | | |
| Jacobs | Paige Smith | Project Controls Manager/PMIS | FTE | \$211.00 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1920 | \$217.33 | \$417,274 | 160 | 160 | 160 | 160 | 640 | \$223.85 | \$143,264 | | \$560,538 | | | | | | | | | | | | |
| Jacobs | TBD | Scheduler | PTE | \$178.40 | 32 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 64 | 64 | 64 | 544 | \$183.75 | \$99,961 | 64 | 64 | 64 | 64 | 256 | \$189.26 | \$48,452 | | \$148,413 | | | | | | | | | | | | |
| Jacobs | Nichola Fulton (Temp) | Safety Manager | PT/FTE | \$203.00 | 16 | 16 | 16 | 16 | 16 | 16 | 40 | 40 | 40 | 160 | 160 | 160 | 696 | \$209.09 | \$145,527 | 160 | 160 | 160 | 160 | 640 | \$215.36 | \$137,832 | | \$283,359 | | | | | | | | | | | | |
| Jacobs | Catherine Trevett | Document Control Manager | FTE | \$152.33 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1920 | \$156.90 | \$301,244 | 160 | 160 | 160 | 160 | 640 | \$161.60 | \$103,427 | | \$404,671 | | | | | | | | | | | | |
| Jacobs | Norm Petersen | Construction Manager | PT/FTE | \$291.68 | 80 | 80 | 80 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1680 | \$300.43 | \$504,723 | 160 | 160 | 160 | 160 | 640 | \$309.44 | \$198,044 | | \$702,767 | | | | | | | | | | | | |
| Jacobs | Luis Garcia | Airside/Construction Logistics | PT/FTE | \$232.25 | 80 | 80 | 80 | 80 | 80 | 80 | 160 | 160 | 160 | 160 | 160 | 160 | 1440 | \$239.22 | \$344,473 | 160 | 160 | 160 | 160 | 640 | \$246.39 | \$157,692 | | \$502,165 | | | | | | | | | | | | |
| Jacobs | Michael McElvaney/Pat Glenn | ORAT Manager | PT/FTE | \$304.22 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 480 | \$313.34 | \$150,405 | 60 | 60 | 60 | 60 | 240 | \$322.74 | \$77,458 | | \$227,863 | | | | | | | | | | | | |
| TBD | Gordon Phillips | Design Manager | FTE | \$301.73 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1920 | \$310.78 | \$596,701 | 160 | 160 | 160 | 160 | 640 | \$320.11 | \$204,867 | | \$801,569 | | | | | | | | | | | | |
| Jacobs | John Heard | Baggage Design/Construction Mgr | PT | \$161.72 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 720 | \$166.57 | \$119,931 | 60 | 60 | 60 | 60 | 240 | \$171.57 | \$41,176 | | \$161,108 | | | | | | | | | | | | |
| Jacobs | Jack Santa | Landside Element Manager | PT | \$228.08 | 20 | 20 | 20 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 348 | \$234.93 | \$81,755 | 32 | 32 | 32 | 32 | 128 | \$241.97 | \$30,973 | | \$112,727 | | | | | | | | | | | | |
| Jacobs | Josh Wussick | Terminal Planner/Manager | PT | \$255.28 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 480 | \$262.94 | \$126,213 | 32 | 32 | 32 | 32 | 128 | \$270.83 | \$34,666 | | \$160,879 | | | | | | | | | | | | |
| TBD | TBD | Structural SME | PT | \$167.25 | 20 | 20 | 20 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 348 | \$172.27 | \$59,949 | 32 | 32 | 32 | 32 | 128 | \$177.44 | \$22,712 | | \$82,661 | | | | | | | | | | | | |
| Jacobs | Scott Nance | MEP SME | PT | \$163.89 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 480 | \$168.81 | \$81,030 | 40 | 40 | 40 | 40 | 160 | \$173.88 | \$27,820 | | \$108,850 | | | | | | | | | | | | |
| TBD | Pat Rosati | BIM/CADD Manager | PT | \$176.90 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 960 | \$182.21 | \$174,918 | 80 | 80 | 80 | 80 | 320 | \$187.67 | \$60,055 | | \$234,973 | | | | | | | | | | | | |
| Jacobs | TBD | Environemental Specialist | PT | \$216.00 | | | | | | | | | | 40 | 40 | 40 | 120 | \$222.48 | \$26,697 | 40 | 40 | 40 | 40 | 160 | \$229.15 | \$36,664 | | \$63,362 | | | | | | | | | | | | |
| Jacobs | TBD | Site Inspector/Field Engineer | FTE | \$160.00 | | | | | | | | | 160 | 160 | 160 | 160 | 800 | \$164.80 | \$131,841 | 160 | 160 | 160 | 160 | 640 | \$169.75 | \$108,637 | | \$240,478 | | | | | | | | | | | | |
| Jacobs | TBD | Site Inspector/Field Engineer | FTE | \$130.00 | | | | | | | | | | | | | 0 | \$133.90 | \$0 | | | 160 | 160 | 320 | \$137.91 | \$44,132 | | \$44,132 | | | | | | | | | | | | |
| Jacobs | Jahn Hitsos | Commissioning Manager | PT | \$200.00 | | | | 160 | 80 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 520 | \$206.00 | \$107,120 | 40 | 40 | 40 | 40 | 160 | \$212.18 | \$33,949 | | \$141,069 | | | | | | | | | | | | |
| Susan F. Gray & Co - DBE* | | Public Art Consultant | PT | \$250.00 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 480 | \$257.50 | \$123,600 | 40 | 40 | 40 | 40 | 160 | \$265.23 | \$42,436 | | \$166,036 | | | | | | | | | | | | |
| Lenax - DBE | | Estimating | PT | \$209.00 | 32 | 112 | 112 | 112 | 112 | 112 | 112 | 112 | 112 | 112 | 112 | 112 | 1264 | \$215.27 | \$272,101 | 112 | 160 | 160 | 160 | 592 | \$221.73 | \$131,263 | | \$403,364 | | | | | | | | | | | | |
| Pacifica Services Inc. - MBE | | Contract/Accounting Manager | FTE | \$174.35 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1920 | 179.578 | \$344,790 | 160 | 160 | 160 | 160 | 640 | 184.9653 | \$118,378 | | \$463,168 | | | | | | | | | | | | |
| Burns Engineering | | IT/Building Sys. Sub-Consultant | PT/FTE | \$230.00 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 1152 | \$236.90 | \$272,909 | 96 | 96 | 96 | 96 | 384 | \$244.01 | \$93,699 | | \$366,607 | | | | | | | | | | | | |
| Thriving Resturaunts | | Concessions Sub-Consultant | PT | \$200.00 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 480 | \$206.00 | \$98,880 | 40 | 40 | 40 | 40 | 160 | \$212.18 | \$33,949 | | \$132,829 | | | | | | | | | | | | |
| The Solis Group - DBE | | Project Labor Agreement Admin. | PT | \$180.00 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 104 | 104 | 104 | 492 | \$185.40 | \$91,217 | 80 | 80 | 80 | 80 | 320 | \$190.96 | \$61,108 | | \$152,325 | | | | | | | | | | | | |
| The Solis Group - DBE | | PLA Support | PT | \$149.00 | | | | | | | | | 20 | 20 | 80 | 80 | 280 | \$153.47 | \$42,972 | 80 | 80 | 80 | 80 | 320 | \$158.07 | \$50,584 | | \$93,555 | | | | | | | | | | | | |
| TBD | | Public Outreach Sub-Consultant | PT | \$250.00 | | 32 | 32 | 32 | 32 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 408 | \$257.50 | \$105,060 | 80 | 80 | 80 | 80 | 320 | \$265.23 | \$84,872 | | \$189,932 | | | | | | | | | | | | |
| Trifiletti Consulting - SB | | Sustainability/Entitlement Consultant | PT | \$250.00 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 480 | \$257.50 | \$123,600 | 40 | 40 | 40 | 40 | 160 | \$265.23 | \$42,436 | | \$166,036 | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | | | | | | \$7,195,506.92 | | | | | | | \$2,943,257.86 | | \$10,138,764.79 | | | | | | | | | | | | | |
| Yearly hourly rate uplift | 0.03 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ODC Expenses | | | | | | | | | | | | | | | | | | | | | | | | | | | \$300,000.00 | | | | | | | | | | | | | |
| Grand Total | | | | | | | | | | | | | | | | | | | | | | | | | | | \$10,438,764.79 | | | | | | | | | | | | | |
| | Jacobs Staff | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Sub-Consultant Staff | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DBE* | DBE Cert. in Process | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Hollywood Burbank Airport

REVENUE PASSENGERS

| | October | | | January - October | | |
|---------------------------------|----------------|----------------|---------------|-------------------|------------------|---------------|
| | 2022 | 2021 | % Change | 2022 | 2021 | % Change |
| Signatory Airlines | | | | | | |
| Alaska Airlines | 47,903 | 45,316 | 5.71% | 401,388 | 287,314 | 39.70% |
| American Airlines | 35,910 | 40,939 | -12.28% | 294,100 | 261,048 | 12.66% |
| Avelo Airlines | 30,070 | 24,466 | 22.91% | 303,232 | 204,613 | 48.20% |
| Delta Airlines | 12,217 | 17,916 | -31.81% | 146,454 | 129,250 | 13.31% |
| Flair Airlines | 2,790 | 0 | N/A | 18,487 | 0 | N/A |
| JetBlue Airways | 8,663 | 12,829 | -32.47% | 106,811 | 53,137 | 101.01% |
| Southwest Airlines | 371,185 | 284,803 | 30.33% | 3,322,901 | 1,706,178 | 94.76% |
| Spirit Airlines | 17,276 | 8,041 | 114.85% | 115,156 | 34,979 | 229.21% |
| United Airlines | 28,342 | 12,081 | 134.60% | 161,864 | 49,217 | 228.88% |
| Non-Signatory Airlines | | | | | | |
| Frontier Airlines | 3,385 | 16,063 | -78.93% | 67,530 | 53,725 | 25.70% |
| Total Revenue Passengers | 557,741 | 462,454 | 20.60% | 4,937,923 | 2,779,461 | 77.66% |
| Inbound (deplaned) | 281,280 | 232,212 | 21.13% | 2,475,581 | 1,392,859 | 77.73% |
| Outbound (enplaned) | 276,461 | 230,242 | 20.07% | 2,462,342 | 1,386,602 | 77.58% |

AIRCRAFT OPERATIONS

| | October | | | January - October | | |
|----------------------------------|---------------|---------------|---------------|-------------------|----------------|----------------|
| | 2022 | 2021 | % Change | 2022 | 2021 | % Change |
| Landings & Takeoffs | | | | | | |
| Air Carrier | 5,697 | 5,199 | 9.58% | 55,352 | 32,444 | 70.61% |
| Air Taxi | 2,303 | 1,973 | 16.73% | 20,119 | 16,158 | 24.51% |
| General Aviation | 2,331 | 2,696 | -13.54% | 23,340 | 23,925 | -2.45% |
| Military Itinerant | 47 | 23 | 104.35% | 376 | 333 | 12.91% |
| Subtotal | 10,378 | 9,891 | 4.92% | 99,187 | 72,860 | 36.13% |
| Pass Through BUR Airspace | | | | | | |
| Civil Local | 2,234 | 2,393 | -6.64% | 21,713 | 29,376 | -26.09% |
| Military Local | 0 | 0 | N/A | 0 | 0 | N/A |
| Subtotal | 2,234 | 2,393 | -6.64% | 21,713 | 29,376 | -26.09% |
| Total Aircraft Operations | 12,612 | 12,284 | 2.67% | 120,900 | 102,236 | 18.26% |

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

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

General Aviation: Civil aviation operations for personal use

Military Itinerant: Military aviation activities

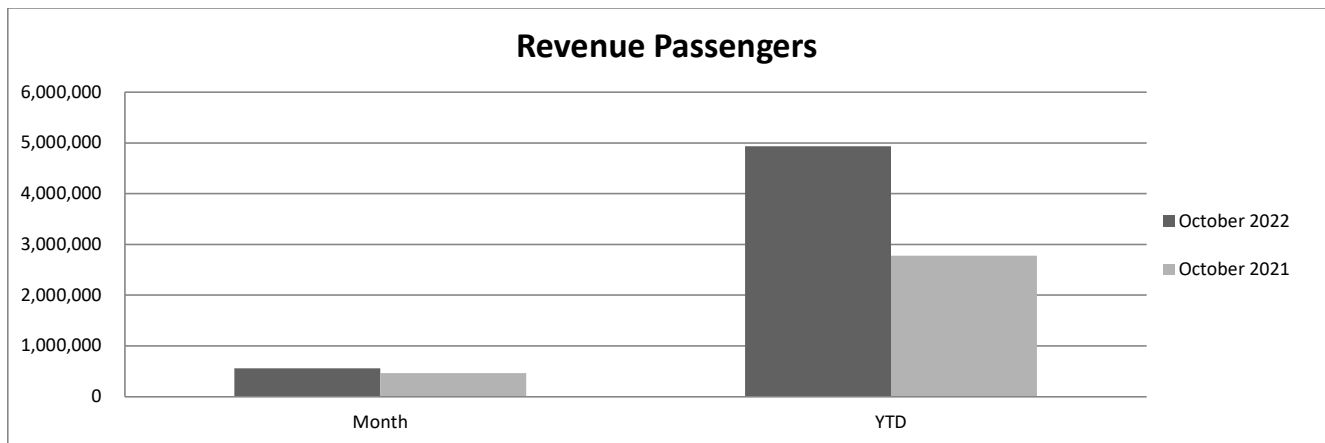
Civil Local: Civil aviation operations that pass through BUR airspace monitored by FAA ATCT at BUR

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

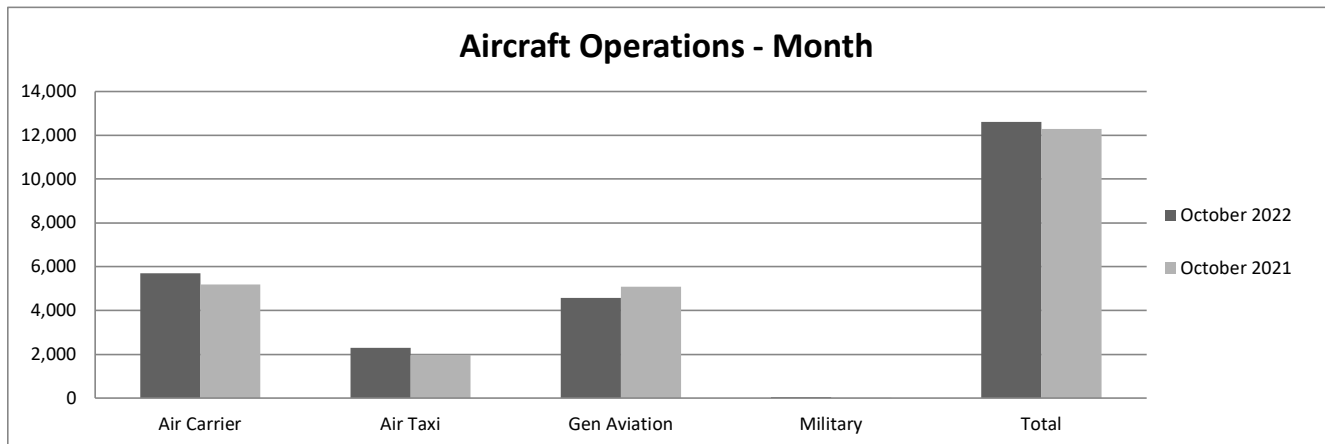
Hollywood Burbank Airport

| AIR CARGO (lbs.) | October | | | January - October | | |
|----------------------------------|------------------|------------------|-----------------|--------------------------|-------------------|-----------------|
| Signatory Airlines | 2022 | 2021 | % Change | 2022 | 2021 | % Change |
| Alaska Airlines | 2,699 | 1,009 | 167.49% | 16,238 | 5,833 | 178.38% |
| American Airlines | 0 | 0 | N/A | 621 | 1,584 | -60.80% |
| Avelo Airlines | | | | | | |
| Delta Airlines | | | | | | |
| Flair Airlines | | | | | | |
| JetBlue Airways | | | | | | |
| Southwest Airlines | 166,242 | 323,152 | -48.56% | 1,971,906 | 1,958,930 | 0.66% |
| Spirit Airlines | | | | | | |
| United Airlines | 4,338 | 0 | N/A | 4,338 | 0 | N/A |
| Non-Signatory Airlines | | | | | | |
| Frontier Airlines | | | | | | |
| Other Scheduled Carriers | | | | | | |
| Federal Express | 2,668,379 | 4,088,188 | -34.73% | 32,586,693 | 43,871,710 | -25.72% |
| United Parcel Service | 3,694,715 | 4,268,639 | -13.45% | 38,045,127 | 41,499,725 | -8.32% |
| Charter/Contract Carriers | | | | | | |
| Ameriflight | 158,567 | 194,140 | -18.32% | 1,709,564 | 2,017,559 | -15.27% |
| Total Air Cargo | 6,694,940 | 8,875,128 | -24.57% | 74,334,487 | 89,355,341 | -16.81% |
| Inbound (deplaned) | 3,344,482 | 4,347,915 | -23.08% | 37,455,454 | 44,213,735 | -15.29% |
| Outbound (enplaned) | 3,350,458 | 4,527,213 | -25.99% | 36,879,033 | 45,141,606 | -18.30% |

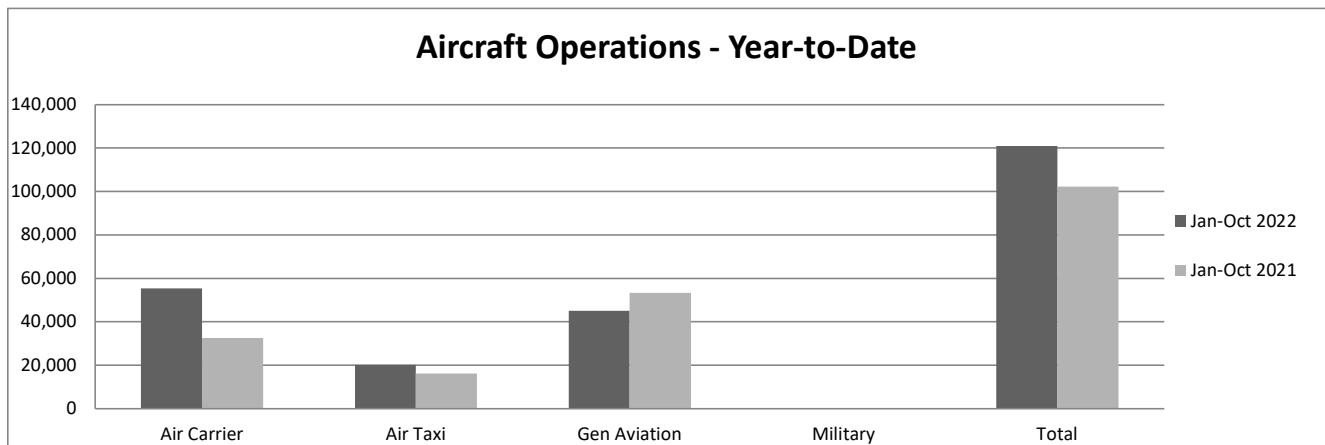
| MAIL (lbs.) | October | | | January - October | | |
|---------------------|----------------|-------------|-----------------|--------------------------|-------------|-----------------|
| | 2022 | 2021 | % Change | 2022 | 2021 | % Change |
| | 0 | 0 | N/A | 0 | 0 | N/A |
| Total Mail | 0 | 0 | N/A | 0 | 0 | N/A |
| Inbound (deplaned) | 0 | 0 | N/A | 0 | 0 | N/A |
| Outbound (enplaned) | 0 | 0 | N/A | 0 | 0 | N/A |



| Revenue Passengers | Month | YTD |
|--------------------|---------|-----------|
| October 2022 | 557,741 | 4,937,923 |
| October 2021 | 462,454 | 2,779,461 |
| % Change | 20.60% | 77.66% |



| Aircraft Operations - MO | Air Carrier | Air Taxi | Gen Aviation | Military | Total |
|--------------------------|-------------|----------|--------------|----------|--------|
| October 2022 | 5,697 | 2,303 | 4,565 | 47 | 12,612 |
| October 2021 | 5,199 | 1,973 | 5,089 | 23 | 12,284 |
| % Change | 9.58% | 16.73% | -10.30% | 104.35% | 2.67% |



| Aircraft Operations - YTD | Air Carrier | Air Taxi | Gen Aviation | Military | Total |
|---------------------------|-------------|----------|--------------|----------|---------|
| Jan-Oct 2022 | 55,352 | 20,119 | 45,053 | 376 | 120,900 |
| Jan-Oct 2021 | 32,444 | 16,158 | 53,301 | 333 | 102,236 |
| % Change | 70.61% | 24.51% | -15.47% | 12.91% | 18.26% |

Hollywood Burbank Airport

REVENUE PASSENGERS

| Signatory Airlines | October | | | January - October | | |
|---------------------------------|----------------|----------------|--------------|-------------------|------------------|---------------|
| | 2022 | 2019 | % Change | 2022 | 2019 | % Change |
| Alaska Airlines | 47,903 | 53,564 | -10.57% | 401,388 | 521,745 | -23.07% |
| American Airlines | 35,910 | 31,121 | 15.39% | 294,100 | 297,237 | -1.06% |
| Avelo Airlines | 30,070 | 0 | N/A | 303,232 | 0 | N/A |
| Delta Airlines | 12,217 | 29,283 | -58.28% | 146,454 | 206,399 | -29.04% |
| Flair Airlines | 2,790 | 0 | N/A | 18,487 | 0 | N/A |
| JetBlue Airways | 8,663 | 19,799 | -56.25% | 106,811 | 203,133 | -47.42% |
| Southwest Airlines | 371,185 | 370,238 | 0.26% | 3,322,901 | 3,472,830 | -4.32% |
| Spirit Airlines | 17,276 | 9,410 | 83.59% | 115,156 | 74,381 | 54.82% |
| United Airlines | 28,342 | 38,129 | -25.67% | 161,864 | 295,066 | -45.14% |
| Non-Signatory Airlines | | | | | | |
| Frontier Airlines | 3,385 | 0 | N/A | 67,530 | 0 | N/A |
| Total Revenue Passengers | 557,741 | 551,544 | 1.12% | 4,937,923 | 5,070,791 | -2.62% |
| Inbound (deplaned) | 281,280 | 278,244 | 1.09% | 2,475,581 | 2,537,372 | -2.44% |
| Outbound (enplaned) | 276,461 | 273,300 | 1.16% | 2,462,342 | 2,533,419 | -2.81% |

AIRCRAFT OPERATIONS

| Landings & Takeoffs | October | | | January - October | | |
|----------------------------------|---------------|---------------|---------------|-------------------|----------------|---------------|
| | 2022 | 2019 | % Change | 2022 | 2019 | % Change |
| Air Carrier | 5,697 | 6,059 | -5.97% | 55,352 | 55,561 | -0.38% |
| Air Taxi | 2,303 | 2,145 | 7.37% | 20,119 | 19,224 | 4.66% |
| General Aviation | 2,331 | 3,016 | -22.71% | 23,340 | 27,337 | -14.62% |
| Military Itinerant | 47 | 59 | -20.34% | 376 | 458 | -17.90% |
| Subtotal | 10,378 | 11,279 | -7.99% | 99,187 | 102,580 | -3.31% |
| Pass Through BUR Airspace | | | | | | |
| Civil Local | 2,234 | 1,980 | 12.83% | 21,713 | 21,323 | 1.83% |
| Military Local | 0 | 0 | N/A | 0 | 0 | N/A |
| Subtotal | 2,234 | 1,980 | 12.83% | 21,713 | 21,323 | 1.83% |
| Total Aircraft Operations | 12,612 | 13,259 | -4.88% | 120,900 | 123,903 | -2.42% |

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

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

General Aviation: Civil aviation operations for personal use

Military Itinerant: Military aviation activities

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

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

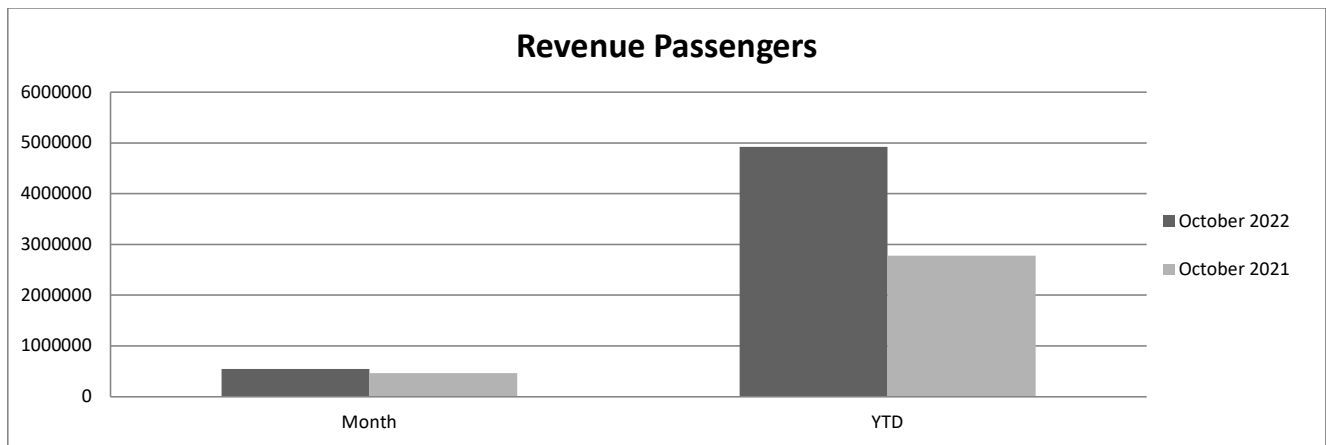
* 2019 Year-to-Date numbers include January - February 2020, and March - October 2019 totals.

Hollywood Burbank Airport

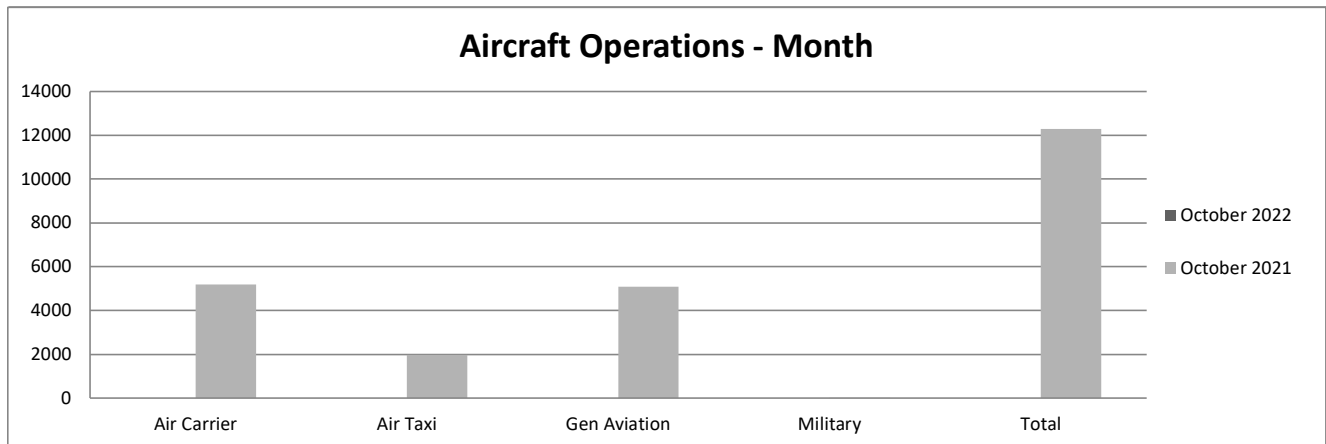
| AIR CARGO (lbs.) | October | | | January - October | | |
|----------------------------------|------------------|------------------|-----------------|--------------------------|-------------------|-----------------|
| Signatory Airlines | 2022 | 2019 | % Change | 2022 | 2019 | % Change |
| Alaska Airlines | 2,699 | 1,738 | 55.29% | 16,238 | 7,638 | 112.59% |
| American Airlines | 0 | 0 | N/A | 621 | 231 | 168.83% |
| Avelo Airlines | | | | | | |
| Delta Airlines | 0 | 95 | -100.00% | 0 | 150 | -100.00% |
| Flair Airlines | | | | | | |
| JetBlue Airways | | | | | | |
| Southwest Airlines | 166,242 | 161,853 | 2.71% | 1,971,906 | 1,675,112 | 17.72% |
| Spirit Airlines | | | | | | |
| United Airlines | 4,338 | 357 | 1115.13% | 4,338 | 52,227 | -91.69% |
| Non-Signatory Airlines | | | | | | |
| Frontier Airlines | | | | | | |
| Other Scheduled Carriers | | | | | | |
| Federal Express | 2,668,379 | 3,817,093 | -30.09% | 32,586,693 | 42,176,127 | -22.74% |
| United Parcel Service | 3,694,715 | 4,871,545 | -24.16% | 38,045,127 | 42,201,882 | -9.85% |
| Charter/Contract Carriers | | | | | | |
| Ameriflight | 158,567 | 302,433 | -47.57% | 1,709,564 | 2,506,218 | -31.79% |
| Total Air Cargo | 6,694,940 | 9,155,114 | -26.87% | 74,334,487 | 88,619,585 | -16.12% |
| Inbound (deplaned) | 3,344,482 | 4,530,055 | -26.17% | 37,455,454 | 44,162,946 | -15.19% |
| Outbound (enplaned) | 3,350,458 | 4,625,059 | -27.56% | 36,879,033 | 44,456,639 | -17.04% |

| MAIL (lbs.) | October | | | January - October | | |
|---------------------|----------------|-------------|-----------------|--------------------------|--------------|-----------------|
| | 2022 | 2019 | % Change | 2022 | 2019 | % Change |
| | 0 | 0 | N/A | 0 | 6,032 | N/A |
| Total Mail | 0 | 0 | N/A | 0 | 6,032 | N/A |
| Inbound (deplaned) | 0 | 0 | N/A | 0 | 3,016 | N/A |
| Outbound (enplaned) | 0 | 0 | N/A | 0 | 3,016 | N/A |

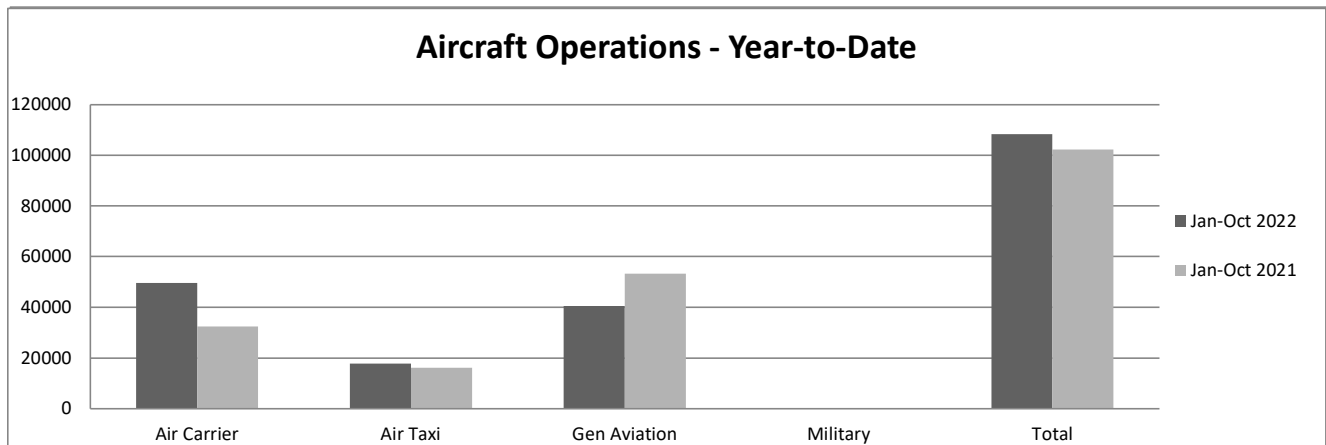
* 2019 Year-to-Date numbers include January - February 2020, and March - October 2019 totals.



| Revenue Passengers | Month | YTD |
|--------------------|---------|-----------|
| October 2022 | 557,741 | 4,937,923 |
| October 2019 | 551,544 | 5,070,791 |
| % Change | 1.12% | -2.62% |



| Aircraft Operations - MO | Air Carrier | Air Taxi | Gen Aviation | Military | Total |
|--------------------------|-------------|----------|--------------|----------|--------|
| October 2022 | 5,697 | 2,303 | 4,565 | 47 | 12,612 |
| October 2019 | 6,059 | 2,145 | 4,996 | 59 | 13,259 |
| % Change | -5.97% | 7.37% | -8.63% | -20.34% | -4.88% |



| Aircraft Operations - YTD | Air Carrier | Air Taxi | Gen Aviation | Military | Total |
|---------------------------|-------------|----------|--------------|----------|---------|
| Jan-Oct 2022 | 55,352 | 20,119 | 45,053 | 376 | 120,900 |
| Jan-Oct 2019 | 55,561 | 19,224 | 48,660 | 458 | 123,903 |
| % Change | -0.38% | 4.66% | -7.41% | -17.90% | -2.42% |

Professional Services Agreement

(Burbank-Glendale-Pasadena Airport Authority / Polytechnique Environmental, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated January, 17 2023, for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Polytechnique Environmental, Inc. ("Consultant"), a California corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultants an independent Consultant to provide the following professional services: Airport Carbon Accreditation and Application Support.

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

NOW, THEREFORE, the parties agree as follows:

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

- A. "Contract Administrator": Maggie Martinez or a duly authorized designee.
- B. "Contract Amount": \$34,720.00
- C. "Executive Director": Frank R. Miller or a duly authorized designee.
- D. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- E. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- F. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.
- G. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- H. "Services": the tasks set forth in the attached Exhibit A.

2. Consultant's Services.

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

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

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

3. Term.

A. Base Term. The base term of this Agreement shall be for one year, commencing on January 17, 2023, and expiring on January 16, 2024, unless extended or earlier terminated as provided herein.

B. One-Year Extension Options. The Authority shall have two - five options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise a one-year extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

C. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 60 days prior written notice to the other party.

4. Compensation.

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

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

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

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

7. Non-Disclosure of Confidential Information. Consultant acknowledges that it may be exposed to or acquire communication or data of the Authority that is confidential, privileged communication not intended to be disclosed to third parties. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

A. Obligation of Confidentiality. Consultant agrees to hold all nonpublic data, documents, discussion, or other information that is developed or received by it in connection with this Agreement ("Confidential Information") in strict confidence. Consultant shall not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of the Consultant who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement, or as required by law including the California Public Records Act, subpoena, or court order. Consultant agrees to advise and require its employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

B. Cooperation to Prevent Disclosure of Confidential Information. Consultant shall use its best efforts to assist the Authority in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, Consultant shall advise the Authority immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will cooperate with the Authority in seeking injunctive or other equitable relief against any such person.

C. Remedies for Breach of Obligation of Confidentiality. Consultant acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the Authority, which damage may be inadequately compensable in the form of monetary damages. Accordingly, the Authority may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Authority, at the sole election of Authority, the immediate termination, without liability to Authority, of this Agreement.

D. Surrender of Confidential Information. Within five days of termination or expiration of this Agreement, Consultant shall return to the Authority any and all Confidential Information received from the Authority, or created or received by Consultant on behalf of the Authority, which is in Contractor's possession, custody, or control.

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

9. Indemnification.

A. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever (collectively, "Liabilities") that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

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

C. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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

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

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: Maggie Martinez
E-mail: mmartinez@bur.org

Consultant
Polytechnique Environmental, Inc.
9837 Belmont Street
Bellflower, CA 90706
Attn: Joohi Sood
E-mail: joohi@polytechnv.com

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Polytechnique Environmental, Inc.



☐ 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

Emily Gabel-Luddy, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
RFP No. NE22-02 and Proposal



RELEASE DATE: SEPTEMBER 30, 2022

REQUEST FOR PROPOSALS ("RFP")

The Burbank-Glendale-Pasadena Airport Authority is soliciting competitive proposals from qualified firms to contract for:

**AIRPORT CARBON ACCREDITATION - LEVEL 2 AND APPLICATION SUPPORT
HOLLYWOOD BURBANK AIRPORT
PROJECT NUMBER NE22-02**



Hollywood Burbank
Airport

PROPOSALS DUE: OCTOBER 26, 2022 @ 12:00 P.M. VIA PLANETBIDS

**Q&A DEADLINE: ALL QUESTIONS/REQUESTS FOR INTERPRETATION MUST BE
RECEIVED BY OCTOBER 14, 2022, AT 12:00 P.M. VIA PLANETBIDS.**

PROPOSALS MUST REMAIN VALID FOR 120 DAYS FROM DUE DATE.

REQUEST FOR PROPOSALS (“RFP”)

AIRPORT CARBON ACCREDITATION AND APPLICATION SUPPORT HOLLYWOOD BURBANK AIRPORT PROJECT NUMBER NE22-02

By submitting a proposal, Respondent acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any price submitted. Respondent acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Respondent certifies that the information provided in its submission is complete, including the full disclosure of all sub-contractors, suppliers, joint-ventures, teaming agreements and the like, and that the information submitted is true and accurate to the best of its personal knowledge. Respondent confirms that the signing party is an authorized representative of the entity submitting the proposal and has the individual authority to submit this proposal electronically on behalf of the entity and to bind the entity to all information set forth herein.

| | | |
|-----------------------|---------------------|-------|
| Date: _____ | Company Name: _____ | |
| *Authorized Signature | Name | Title |
| *Authorized Signature | Name | Title |

*If the contracting party is a corporation, two (2) signatures are required: one (1) signature by either the Chairman of the Board, the President or any Vice President; and one (1) signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS COVER PAGE WITH YOUR PROPOSAL – LATE, EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

REQUEST FOR PROPOSALS (“RFP”)

AIRPORT CARBON ACCREDITATION AND APPLICATION SUPPORT HOLLYWOOD BURBANK AIRPORT PROJECT NUMBER NE22-02



Hollywood Burbank
Airport

The Burbank-Glendale-Pasadena Airport Authority (“Authority”), owner/operator of the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”), is soliciting proposals from qualified firms to develop a carbon management plan, assist the Airport in achieving emissions reductions, and support the Authority’s application to the Airport Carbon Accreditation (“ACA”) program managed by Airport Council International (“ACI”).

GENERAL BACKGROUND INFORMATION

The Airport is a medium hub airport located approximately 12 miles north of Downtown Los Angeles, serving the greater Los Angeles metropolitan area. The Airport is the closest metro L.A. area airport to many of L.A.’s most popular tourist destinations, as well as attractions in Burbank and nearby Glendale and Pasadena. Prior to the COVID-19 pandemic, the Airport experienced 5.98 million in passenger traffic in 2019, up from 4.7 million passengers in 2018. In 2021, The Airport experienced 3.7 million in passenger traffic. The Airport offers daily flights from ten commercial airlines: Southwest, United, Delta, Alaska, American, JetBlue, Spirit, Avelo, Frontier, Flair, and Swoop Airlines. The Airport also has two fixed-base operators, Million Air - Burbank and Atlantic Aviation. It features a passenger terminal with 14 gates.

The Authority is a joint powers agency formed by the Cities of Burbank, Glendale, and Pasadena. The Authority is governed by a nine-member Commission composed of three appointees from each of these cities.

PROJECT OBJECTIVE

The Authority seeks to contract with a consulting firm to assist the Airport in reducing its carbon footprint through ACI Level 2 Airport Carbon Accreditation.

The selected firm must demonstrate its ability to perform each, and every service listed in the scope of services.

SCOPE OF SERVICES

The selected Respondent shall provide the Authority with a comprehensive and complete solution as detailed in Attachment A – Scope of Services.

PROCUREMENT SCHEDULE

The anticipated schedule for this competitive selection process is listed below. The schedule is

subject to change at the sole discretion of the Authority. Please check the PlanetBids website for the latest schedule.

| Procurement Phase | Date |
|--|--------------------|
| RFP Issued by Authority | September 30, 2022 |
| Deadline for submission of written questions or requests for clarification | October 14, 2022 |
| Proposals Due | October 26, 2022 |
| Award Recommendation to Authority Commission | January 17, 2023 |
| Service Commencement Date Target | Late January, 2023 |

QUESTIONS/REQUESTS FOR CLARIFICATIONS

In accordance with Authority Commission Resolution No. 492, all communications during the procurement process shall be to the exclusive attention of Semjia Bolton, Senior Procurement Specialist, through the PlanetBids portal and violation of this prohibition shall be grounds for disqualification from consideration for the contract award. Questions posted via any other method will not be considered. Questions received after the deadline will not be addressed.

When submitting a request for interpretation via the Q&A tab, Respondents are encouraged to reference the RFP or Attachment page and section pertinent to the question(s). Respondents shall not rely upon any oral instructions given by the Authority.

PROPOSAL CONTENT

Respondents are required to follow the format and assemble their proposal as specified below. The content of the proposal must be clear, concise, and complete. The proposal shall be limited to a maximum 30 single-sided pages of text in not smaller than 10 pt. font size and submitted in .pdf format. The page count does not include the cover letter, the sample certificate of insurance, the table of contents, resumes, the sample agreement acknowledgment statement, nor section dividers.

Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection. Each section of the proposal shall be organized and correlated with the following sections:

1. Cover Letter – Not-to-exceed two pages and shall include:
 - a. Respondent's contact information – provide the name, title, telephone, and email of the contact responsible for communication with the Authority regarding Respondent's proposal.
 - b. Rationale for Appointment: Present the case for Respondent's selection and reasons why Respondent would best serve as the Authority's consultant. Respondent may include in this section any additional material it deems relevant or appropriate. Demonstrate past experience in successfully assisting an airport in reducing its carbon footprint and developing a Carbon Management Plan.
 - c. Signature of person(s) authorized to legally bind the entity submitting the proposal.

- d. Potential Conflicts: Provide a brief statement as to whether Respondent and/or its team has any potential conflicts that may arise in the performance of the services requested in this RFP.

2. Firm Background

- a. Legal name and physical business street address, as well as address of servicing office, if not the same address as Respondent's headquarters office.
- b. Number of years in business under the business name set forth in the proposal, current number of employees.
- c. Include a brief description of the organization's history, capabilities, resources, structure, ownership, size and services.

3. References

Provide at least three client references for governmental/public entity airport clients that can attest to the following:

- Success rate showing a reduction in carbon footprint and carbon reduction management plan.
- Service team members assigned to the Authority's account.
- ACA and/or consulting services similar to those that are the subject of this RFP.

Furnish company/agency name, contact name, title, phone number and email address for each reference listed.

4. Qualifications

Specifically and clearly provide supporting documentation describing how Respondent meets the minimum qualifications listed below:

- Competitive fees as they relate to the ACA.
- Recent similar experience with airports.
- Experience in successfully reducing emissions/carbon footprint.

5. Project Organization and Key Personnel

Respondent shall (i) provide an organization chart showing all names, titles and roles of individuals who will be assigned to provision of services for the Authority; (ii) identify key members of the service team; and (iii) highlight each team member's role and explain the relevance of his/her expertise and experience as it relates to the services. Service personnel shall be physically located within the United States.

Respondent shall designate an account manager. The account manager shall have at least five years' experience in managing or leading similar services for government agencies, preferably commercial airports.

Respondent shall demonstrate the availability of all key staff of the proposed service team and estimated percentage of time each is committed to the project. Also provide each key staff members' office location, number of accounts responsible for, tenure with Respondent, etc.

Personnel assigned to the project shall not be changed during the duration of the project without the advance written approval of the Authority.

Respondent shall provide resumes (limited to one page per person) of all service team members and other key personnel anticipated to be assigned to the Authority, including any professional licenses and/or registration information, appropriate certifications or other similar, pertinent credentials.

6. Proposed Technical Approach

Respondent shall describe its approach to each of the following tasks:

- Task 1: Level 2 accreditation requirement
 - Fulfilment of all Level 1 accreditation requirement
 - Formulate Carbon Emissions Reduction Target
 - Development of Carbon Management Plan to achieve the target
 - Demonstrate of Scope 1 and 2 Emissions Reductions versus the three-year rolling average
 - Prepare calendar year 2023 ACA Application
 - Verification Support
- Task 2: Requirements for level 2 renewal
 - Fulfilment of all Level 1 accreditation renewal requirements
 - Demonstration of scope 1 and 2 emissions reductions versus the three-year rolling average
 - Revised Carbon Management Plan
- Task 3: Meetings and Communications with Staff and third-party verifier
 - Document meetings and communications

7. Proposed Compensation

Provide details of proposed compensation plan in Attachment B – fee schedule. Quoted compensation must be all inclusive and contain all fees, costs and any and all other potential charges besides those outlined above. Respondents can make the following assumptions when preparing the cost for this project:

- Application fees are not included in the proposed project
- Third party verification is not included in the proposed scope of work

8. Sample Services Agreement Acknowledgment Statement

A sample Services Agreement (“SA”) is set forth as Attachment C. **Respondent must include in its proposal a sample agreement acknowledgment statement indicating either: (i) Respondent will execute the sample agreement as presented; or (ii) Respondent objects to language in the sample agreement. If Respondent objects to any language contained in the sample agreement, then Respondent must identify the contested contract language and shall submit alternate contract language for consideration.** Proposals that do not expressly declare such a statement related to their acceptance of the sample agreement, and that do not identify contested contract language and include alternative contract language, shall be deemed non-responsive. The scope, nature, and severity of the alternative contract language submissions (particularly as it relates to the indemnification requirement) may result in a reduced score. The Authority reserves the right to alter the sample agreement after selection of a firm with notice to the proposed awardee.

9. Insurance

Respondent shall provide a sample certificate of insurance which accurately represents and verifies that the required insurance coverage will be met. The requirements are listed in Section IX of Attachment C – Services Agreement.

PROPOSAL EVALUATION CRITERIA

Respondents will be evaluated/scored using the following Selection Criteria and based on the information contained in a complete proposal:

- SC-1 Firm's Experience, Background and Past Performance: Experience providing consulting services for three similar sized public agencies (preferably airports) for at least five years. (25 points)
- SC-2 Qualifications of Proposed Project Team: Capability and requisite credentials to perform all tasks. Respondent has identified key personnel's professional background and caliber, including the qualifications of personnel assigned and similar projects they have worked on. (25 points)
- SC-3 Technical Approach: Proposed approach demonstrates an in-depth understanding of the requirements and the ability to meet service objectives successfully. Respondent has demonstrated full understanding of all services required. Strong Program Understanding – provide a clear and accurate description of the program to ensure the program's success. Describe potential issues, concerns, opportunities, and potential risks that should be addressed. Detail potential challenges associated with significant operational greenhouse gas reductions. (25 points)
- SC-4 Proposed Compensation: All costs and fees for each year have been identified and listed. Once proposed fee has been evaluated for completeness, proposed prices will be rank ordered and allocated points accordingly. (20 points)
- SC-5 Acceptance of sample Services Agreement. (5 points)

The Authority may contact recent clients and references for information and verification of experience and past performance, and Respondent expressly consents, releases from all liability and holds the Authority harmless in all respects, with respect to the Authority making such contacts. The Authority may obtain background information from other sources, such as Dunn and Bradstreet.

TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all firms that it will affirmatively ensure that for any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

CONTRACT AWARD/PERFORMANCE TERM

It is anticipated that the Authority shall award a Services Agreement and related Purchase Order to

one Respondent for a three-year performance term, with two, one-year Options exercisable at the sole discretion of the Authority. The award, if made by the Authority, will be to the Respondent offering the proposal deemed to be the most advantageous to the Authority, with price and other factors listed in the Selection Criteria considered.

PUBLIC RECORD

By submitting a proposal, each Respondent understands and agrees that the Authority is subject to the California Public Records Act, which generally provides that proposals submitted to public agencies are disclosable public records once a contract award has been agendized for consideration at a public meeting. Proposals shall not contain trade secrets.

OTHER SOLICITATION TERMS

The Authority reserves the right to negotiate and may request clarifications on all associated items as part of its evaluation prior to contract award. The Authority reserves the right to evaluate the qualifications of any Respondent, based on experience and past performance, technical ability, suitable and appropriate credentials, and the overall capability of the company to perform the required scope as it deems in its best interest. The Authority reserves the right to cancel this RFP process, or to reject any and all proposals, for any reason at its sole discretion, at any time prior to contract award, and/or to waive any informalities or technical defects as the interests of the Authority may require. Respondents shall bear their own proposal preparation costs. Proposals shall be valid for acceptance by the Authority for 120 days from the proposal due date. Debrief requests will not be entertained but a final evaluation score sheet broken down by selection criteria category will be made public. This solicitation is not a commitment to contract, nor a promise or an authorization to purchase required resources, nor does it require commencement of any order or project.

REQUIRED DOCUMENTS

All proposals must include complete information as required in Proposal Contents, Sections 1 – 9, including Attachment B – Fee Proposal to be considered for evaluation.

Failure to submit information in accordance with this RFP's requirements shall be cause for rejection of the proposal.

ADDENDA AND NOTICES

It shall be the Respondent's responsibility to check the PlanetBids website to obtain any addenda that may be issued and to receive any information/notices for this project.

PROPOSAL SUBMISSION

Proposals shall be submitted electronically to the Authority by uploading to the PlanetBids website (<https://www.planetbids.com/portal/portal.cfm?CompanyID=21910>) by 12:00 P.M. on October 26, 2022.

Late, emailed, faxed, or hand delivered submissions will not be accepted.

Proposals shall be addressed to:

Burbank-Glendale-Pasadena Airport Authority
Attention: Semija Bolton, Senior Procurement Specialist
Ref: Airport Carbon Accreditation – Level 2
2627 N. Hollywood Way

Burbank, CA 91505
Phone: 818.333.6067
E-mail: sbolton@bur.org

Select "Place e-Bid" to enter bid information. All information is visible only to the Respondent. Data may be "saved" (preliminary) or "submitted" (final), revised and withdrawn up to the closing deadline. Respondent will receive a confirmation after final "submitting" of an e-bid. Proposals must be successfully and completely uploaded and e-bid confirmation received by submitting party prior to deadline. Therefore, plan response time accordingly. Respondents are cautioned to completely check their proposal for accuracy prior to submission. The Authority strongly recommends that each Respondent research the "Place E-bid" tab prior to submission in order to understand how the components of the response (i.e., proposal) are to be uploaded in the General Attachments and Response File tabs.

Please contact PlanetBids directly at 818-992-1771 for technical assistance with your submission, as the Authority does not have access to the Vendor Portal.

RFP Attachments (all are incorporated by reference herein):

Attachment A Scope of Services
Attachment B Fee Schedule
Attachment C Sample Agreement
Attachment D Company Profile and References

EXHIBIT B
Fee Schedule

(attached)

REQUEST FOR PROPOSALS ("RFP")

AIRPORT CARBON ACCREDITATION AND APPLICATION SUPPORT

HOLLYWOOD BURBANK AIRPORT PROJECT NUMBER NE22-02

ATTACHMENT B **FEE SCHEDULE**

The Fee Schedule prices shall include, without limitation, all costs and fees for providing services as described in Attachment A (Scope of Services and Program Description). Fee Schedule prices shall be indicated below for the 5-year period. Application Renewal Fee for years 2-5 is at the discretion of the Authority.

YEAR 1

Completion of all work associated with Tasks 1 – 3:

Lump Sum: \$ 34,720.00

YEARS 2 – 5

Level 2 renewal support, inventory update, management plan update and third-party verifier support.

Year 2 Fee: \$ 19,810.00 /year

Year 3 Fee: \$ 23,310.00 /year

Year 4 Fee: \$ 19,810.00 /year

Year 5 Fee: \$ 23,310.00 /year

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

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

Consultant Name: Polytechnique Environmental, Inc.

Authorized Signature: 

Name: Joohi Sood

Title: President

Date: 10/25/2022

EXHIBIT C
Insurance Requirements

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

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

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

C. Professional Liability (Errors and Omissions) Insurance. Contractor 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 Contractor 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. Contractor shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

E. Cyber Liability Insurance. Contractor shall maintain cyber liability insurance in an amount not less than \$2,000,000 per occurrence/loss. If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional period of three years following the termination of this Agreement. Contractor's cyber liability insurance shall include the following coverage:

- i. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information, including credit monitoring and regulatory fines arising from such theft, dissemination and/or use of the confidential or personally identifiable information;
- ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems;
- iii. Liability arising from the failure of technology products required under this Agreement for Consultant to properly perform the intended services; and
- iv. Liability arising from the failure to render professional services.

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

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

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

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

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

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each 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. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

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

the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

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

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

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

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

EXHIBIT D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

A. Compliance with Regulations: Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of Contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Consultants in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

G. During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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

OCTOBER 25, 2022



**Hollywood
Burbank**
Airport

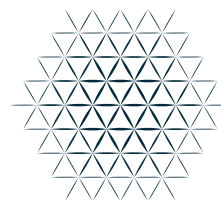
**PROPOSAL FOR
Airport Carbon Accreditation –
Level 2 and Application Support
Hollywood Burbank Airport
Project Number NE22-02**

SUBMITTED TO

Burbank-Glendale-Pasadena Airport Authority
Attention: Semija Bolton, Senior Procurement Specialist
Ref: Airport Carbon Accreditation – Level 2
2627 N. Hollywood Way
Burbank, CA 91505
P: 818.333.6067
E: sbolton@bur.org

SUBMITTED BY

Polytechnique Environmental, Inc.
9837 Belmont Street
Bellflower, CA 90706
P: 562.716.8346
www.polytechnenv.com





POLYTECHNIQUE
Environmental, Inc.

REQUEST FOR PROPOSALS (“RFP”)

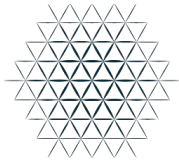
AIRPORT CARBON ACCREDITATION AND APPLICATION SUPPORT HOLLYWOOD BURBANK AIRPORT PROJECT NUMBER NE22-02

By submitting a proposal, Respondent acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any price submitted. Respondent acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Respondent certifies that the information provided in its submission is complete, including the full disclosure of all sub-contractors, suppliers, joint-ventures, teaming agreements and the like, and that the information submitted is true and accurate to the best of its personal knowledge. Respondent confirms that the signing party is an authorized representative of the entity submitting the proposal and has the individual authority to submit this proposal electronically on behalf of the entity and to bind the entity to all information set forth herein.

| | | |
|---|--|-----------|
| Date: <u>10/25/2022</u> | Company Name: <u>Polytechnique Environmental, Inc.</u> | |
|  | Joohi R. Sood | President |
| *Authorized Signature | Name | Title |
|  | Joohi R. Sood | Secretary |
| *Authorized Signature | Name | Title |

*If the contracting party is a corporation, two (2) signatures are required: one (1) signature by either the Chairman of the Board, the President or any Vice President; and one (1) signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

**RETURN THIS COVER PAGE WITH YOUR PROPOSAL – LATE, EMAILED, MAILED,
HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.**



POLYTECHNIQUE
Environmental, Inc.

October 25, 2022

Semija Bolton, Senior Procurement Specialist
Burbank-Glendale-Pasadena Airport Authority
2627 North Hollywood Way
Burbank, CA 91505

**Subject: Response to Request for Proposals No. NE22-02
Airport Carbon Accreditation and Application Support
Hollywood Burbank Airport**

Dear Semija Bolton:

Polytechnique Environmental, Inc. (Polytechnique) is pleased to submit this proposal to the Burbank-Glendale-Pasadena Airport Authority (Authority) in response to the Request for Proposals (RFP) No. NE22-02 and addenda for Airport Carbon Accreditation (ACA) and Application Support (contract) for Hollywood Burbank Airport (BUR).

Our team is excited for the opportunity to serve the Authority in its Level 2 ACA application, we have the credentials and experience to complete the application on time, and the structure to complete it with low relative cost to the Authority. We have first-hand experience with the generation, submittal, and successful approval of a Level 1 ACA application for San Jose Airport (SJC), Level 3 verification for Indianapolis International Airport (IND), a Level 2 ACA application and annual renewal application for Long Beach Airport (LGB), and third-party Level 3 ACA verification for Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

We are long-time members of Airport Council International North America (ACI-NA) and our team of ACA subject matter experts includes a registered third-party verifier. Polytechnique understands ACI-NA's ACA goals and methodologies and will strategize with the Authority for efficiency and success. From our direct, recent, first-hand experience, our team knows what it takes to submit a successful application with minimal comments and questions from third-party verifiers and ACI-NA.

Polytechnique offers the following key benefits to the Authority:

- ➔ **Understanding of Airport Operations** – Polytechnique understands how airports operate and has experience with multiple California airports.
- ➔ **ACI-NA Membership** – Polytechnique has been a long-term member and participant of ACI-NA. We understand the history and the overall objectives and benefits of ACA.
- ➔ **Responsive Local Team** – Polytechnique is a small, local team with access to large business resources. This approach allows us to be flexible, nimble, and responsive to the Authority.
- ➔ **Stakeholder Coordination** – Polytechnique understands the internal and external airport stakeholders, and can navigate around foreseen and unforeseen barriers to keep the ACA tasks moving forward.
- ➔ **Technical Expertise and Qualifications** – Our local team of subject matter experts has the qualifications and ACA experience to successfully deliver this project.



Polytechnique is the best choice for the Authority because:

- ➔ We have and are currently supporting local, commercial airports with the development of carbon management plans and reducing commercial airport carbon footprints
- ➔ We are passionate about air quality, easy to manage, and take ownership of projects so the Authority can rely on positive outcomes
- ➔ We will support the submittal of BUR's Level 2 ACA application in time for approval and recognition at the 2023 ACI-NA National Conference
- ➔ We have a responsive local team that will assist the Authority with expedited service, accurate completion, and lower relative costs
- ➔ We know how to engage with stakeholders to get early buy-in thereby allowing the project to proceed smoothly toward application submittal and approval
- ➔ We have the experience to create an application that goes through the third-party verification process with few to no review comments or questions

Polytechnique has evaluated this scope of work in the RFP for existing or potential conflicts of interest. No conflicts of interest were identified. Polytechnique is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency. This proposal is valid through February 23, 2023 (120 days from the due date of October 26, 2022).

Polytechnique is a certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Community Business Enterprise (CBE), and Small Business Enterprise (SBE).

As the President of Polytechnique, Joohi Sood is an authorized representative and can bind the company in contractual matters. Dennis Fee will serve as the primary point of contact for the Authority and BUR and can be reached at dennis@polytechnenv.com and (714) 926-4048.

Polytechnique appreciates the Authority's consideration of the enclosed proposal. Our team is primed and ready to provide a high level of quality, commitment, and value to the Authority. The signatures below verify that the information submitted within this proposal is true and correct.

Respectfully submitted,

Polytechnique Environmental, Inc.

Dennis Fee, EIT, ENV SP
Project Manager

Joohi R. Sood, PE, ENV SP
Account Manager



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Appendices

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| Appendix E | Signed RFP Amendments |



1.0 Firm Background

Polytechnique is an S Corporation and our full legal name and office location (headquarters and servicing) for this contract are as follows:

Polytechnique Environmental, Inc.
9837 Belmont Street
Bellflower, CA 90706

The primary point of contact for this proposal and contract is:

Dennis Fee, EIT, ENV SP
dennis@polytechnv.com
(714) 926-4048

Joohi Sood is the 100 percent owner of Polytechnique Environmental, Inc. (Polytechnique). Joohi started the business in 2014 to provide environmental consulting support to transportation agencies in southern California. For the last 8 years, Polytechnique has grown to 11 employees who provide engineering, sustainability, compliance, grant, and hazardous materials services to large municipal clients such as airports and other transportation agencies. Our major airport clients, with which we have prime on-call environmental contracts, include Long Beach Airport (LGB), Los Angeles World Airports (LAWA), and John Wayne Airport (JWA). Polytechnique's extensive airport experience allows us to identify solutions quickly and efficiently resulting in reduce costs for the Burbank-Glendale-Pasadena Airport Authority (Authority).

What sets us apart from the competition is our passion for airports, focus on client service, ability to understand client needs, attention to detail, high-quality deliverables, and responsive service. Our understanding of the unique airport environmental will reduce the administrative effort for the Authority while meeting Hollywood Burbank Airport's (BUR's) needs and exceeding expectations. For example, Polytechnique prepared LGB's *Carbon Management Plan* (CMP) in a week and hosted the first CMP meeting within a month. We are aware of potential or perceived conflicts of interest and have experience navigating and resolving issues. We understand internal and external airport stakeholders and will carefully negotiate to prevent barriers to success.

Polytechnique has reliably delivered the full range of environmental projects to local airports. We carefully select and assemble comprehensive teams of experts, specialists, and professionals who are motivated, qualified, and ready to deliver consistent and responsive services to our clients. Our broadly skilled team members are available to assist the Authority with the core scope of work including the preparation of the Level 2 Airport Carbon Accreditation (ACA) application, development of the CMP, coordination and communication with Authority and BUR staff and the third-party verifier, future year renewals and third-party verifications, and other tasks that might not be captured in the request for proposal (RFP).

Our local and responsive team is based in Los Angeles, is flexible and nimble, and can provide the right-sized services without layers of bureaucracy. Therefore, Polytechnique operates at a lower overhead and will be able to provide high value services at low relative cost to the Authority. We prioritize the submittal of high-quality deliverables, which will save the Authority time and energy in reviewing reports and invoices. We pride ourselves on doing work right the first time.

Polytechnique's company profile information is included in Appendix A and additional company information can be found at polytechnv.com.



2.0 References

At Polytechnique, we pride ourselves on providing high-value service to our airport clients through key stakeholder engagement and technical expertise of sustainability practices and data management. Please contact any of the following references, who can confirm that our team has successfully delivered projects covering all of the tasks listed in the RFP:

Agency Name: LGB, Noise and Environmental Office

Service Team: Dennis Fee, Joohi Sood, Ady Trujillo, Akshay Ashok

Contract: On-Call Environmental Program Support, 2019–present

Contact: Ryan McMullan, Noise and Environmental Affairs Officer
(562) 570-2673

Ryan.McMullan@longbeach.gov

Agency Name: LAWA, Environmental Programs Division

Service Team: Dennis Fee, Joohi Sood, Bryant Wong

Contract: Environmental Technical and Expert Consulting Services, 2016–present

Contact: Robert Freeman, Airport Environmental Manager II
(424) 646-6474

rfreeman@lawa.org

Agency Name: JWA, Environmental Office

Service Team: Joohi Sood, Akshay Ashok, Bryant Wong, Ady Trujillo

Contract: , 2015–present

Contact: Melinda McCoy, PG, Environmental Resources Manager
(949) 252-5267

mmccoy@ocair.com

Polytechnique's references are also included in Appendix A.

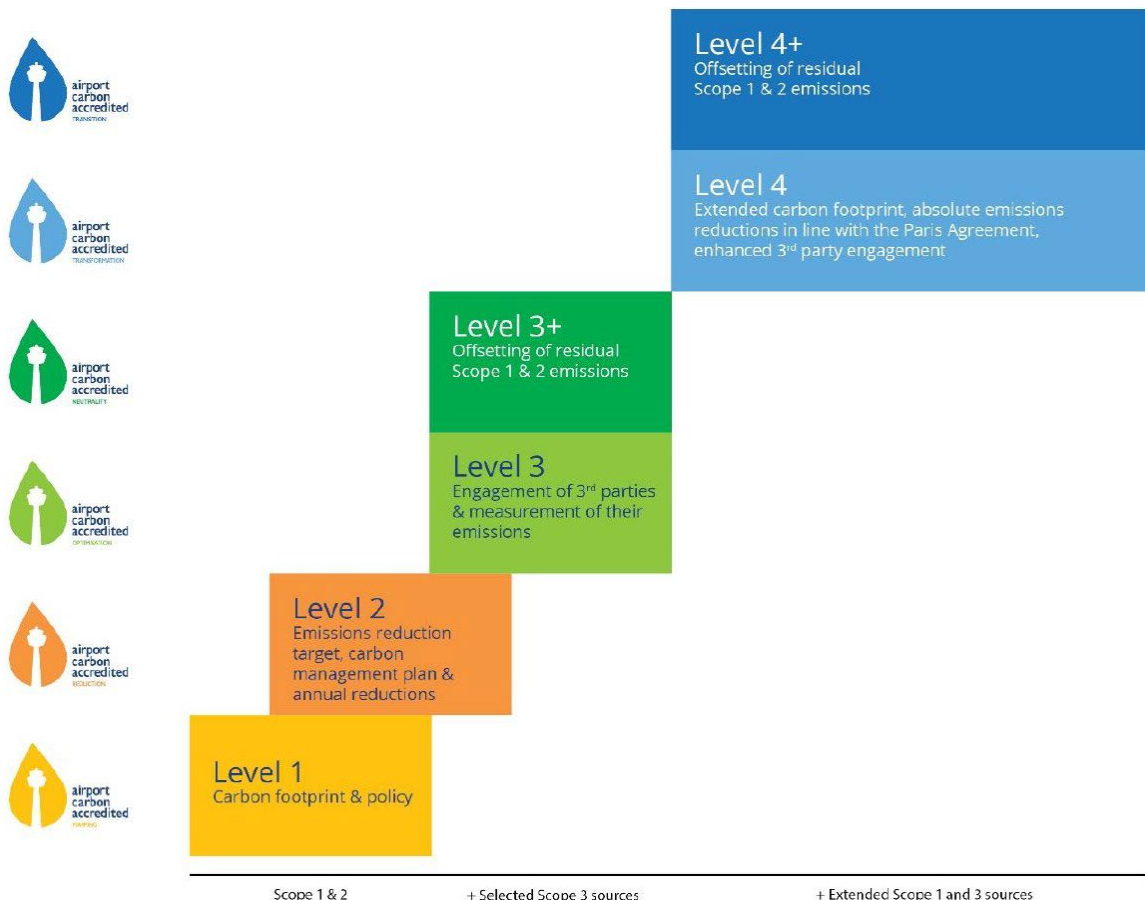




3.0 Qualifications

Polytechnique's team has an outstanding track record of achievement in supporting airports with their commitment to sustainable development, practices, and operations. Our expertise covers the full range sustainability tasks described in the RFP and spans the areas of interest relevant to BUR, from management of energy, water, waste, air quality and greenhouse gas (GHG) emissions, to social and economic sustainability and resilience.

Pursuing ACA is a great step to move BUR towards carbon neutrality and requires a comprehensive look at data and tenant impacts. Our team has followed and studied the State of California's (and the world's) effort to address GHG and climate change. Polytechnique's team has supported clients that are working towards carbon neutrality including Los Angeles International Airport (LAX), LGB, Dallas (Love Field), Portland International Airport, and San Diego International Airport. Our experience and qualifications to deliver the full scope of work are detailed in this section.



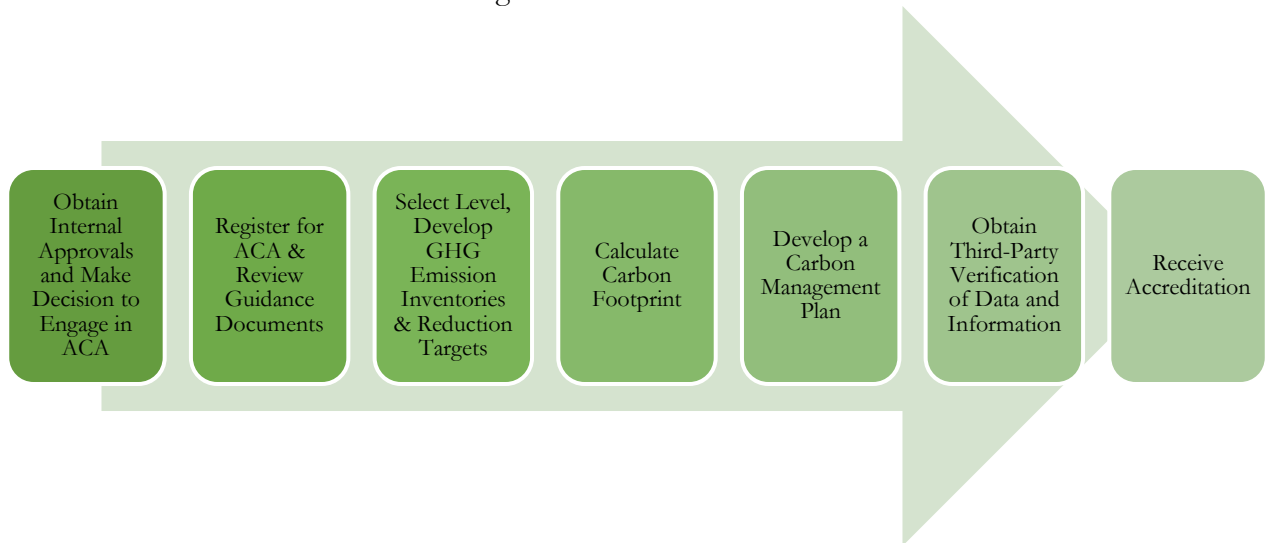


Competitive Fees

If Polytechnique is selected for this contract, the Authority will get the best of both worlds:

- ➔ Small, local team that is nimble and responsive
- ➔ Low billing rates relative to other airport environmental consultants
- ➔ Highly qualified team with large-business resources

Polytechnique has not served our clients with any change orders for ACA projects delivered to date. The air quality services we have provided to our clients in the last 8 years were completed on schedule and within the authorized budget.



Recent and Relevant Project Experience

Polytechnique was established to provide environmental services to airport clients. Over the last 8 years, our clients have expanded to include other transportation agencies. However, airports continue to be the majority of our work. This is supported by the fact that over 90 percent of Polytechnique's year to date revenue comes from delivering airport environmental work. Our technical services are focused on engineering, compliance, sustainability, and grants. We recently added hazardous building materials services which include indoor air quality, dust, and monitoring for mold and asbestos during abatement.

Our team has supported local commercial airports with the three tasks and all subtasks listed in the RFP scope of work. We have delivered all of the work products listed in the RFP. Our team members have worked together on ACA applications, annual ACA renewals, and ACA third-party verifications as the verifier or in a supporting role on behalf of the airport. If Polytechnique is selected for this contract, BUR and the Authority will benefit from the wisdom and lessons we have learned over years providing these services to similar airports located in the South Coast Basin.

The project descriptions provided below describe Polytechnique's experience, capabilities, and success with employing reliable and local project personnel, understanding our airport client needs and minimizing oversight, engaging key stakeholders, and providing technical assistance with improving sustainability practices and reducing carbon emissions. We highlight relevant projects delivered to LGB, LAWA, and JWA, with whom Polytechnique has standing prime on-call environmental contracts.



Client Name: LGB

Contract: Environmental On-Call Support (City of Long Beach Contract No. 35405)

Project: ACA – Level 2 Application and Renewal Support (2021–2022)

Dates: 2019–2022

Polytechnique’s team assisted LGB with its application for ACA Level 2 (Reduction) in 2021.

Polytechnique was tasked with the following actions to complete and submit the application:

- ➔ Prepare the GHG inventory
- ➔ Formulate carbon emissions reduction targets
- ➔ Demonstrate Scope 1 and 2 emissions reductions
- ➔ Prepare the calendar year 2019 ACA Application
- ➔ Conduct meetings and engage key stakeholders
- ➔ Support third-party verification



As LGB’s in-house sustainability consultant, Polytechnique has a solid understanding of which city and airport departments to engage to collect accurate data to complete the GHG inventory. After working with LGB to formulate emissions reductions targets, we prepared LGB’s CMP in approximately one week. We convened the first Carbon Management Team meeting within a month. This was possible because of our comprehensive understanding of LGB’s airport operations and integration into the environmental team. Due in large part to our insight into airport operations and key stakeholder engagement from the get-go, LGB was successfully awarded Level 2 (Reduction) in 2021 as their entry point into the ACA program.

One particular challenge that the team experienced during the Level 2 ACA Application was a rigorous and challenging third-party verification process. Our application was airtight, so the third-party verifier focused on every small detail to find faults in LGB’s application. We carefully assisted LGB in navigating this process by tactfully presenting responses, providing backup documentation for the data, mediating meetings between LGB and the third-party verifier, and finding simple, easy, inexpensive solutions that were acceptable and workable for all parties. From this experience, we developed strategic approaches to third-party verification. These lessons learned will translate easily and benefit BUR.

In the following year, Polytechnique’s team collected data, updated contact information in a sources spreadsheet with is a roadmap for LGB’s data collection, compiled and analyzed data, scheduled and facilitated CMP Committee meetings, documented progress with initiatives aimed at carbon reduction, and kept on top of the dynamic state of the ACA process as the aviation industry recovers from the impact from COVID-19. Polytechnique staff participated in technical webinars, attended ACI-NA and California Airport Commission (CAC) meetings, and researched options for LGB to stay ahead of the curve on carbon footprint reduction options. Information was synthesized and shared with LGB and our other commercial airport clients at no cost.

To maintain LGB’s ACA Level 2 status in 2022, Polytechnique’s team prepared a renewal application. Our subject matter experts compared 2021 GHG emissions to a 3-year rolling average (2017–2019). Polytechnique’s team prepared the Level 2 renewal package, which included compiling a Scope 1 and 2 GHG inventory for 2021, supplying proof of the implementation of LGB’s CMP, and completing ACA Level 2 Renewal application forms. ACI-NA responded with three questions to confirm facts in the renewal application. It took Polytechnique less than an hour to prepare a response. LGB was notified that the 2022 Level 2 ACA renewal application was approved.



Client Name: LAWA

Contract: Environmental Technical and Expert Consulting Services (City of Los Angeles Contract DA-5364)

Project: ACA Level 3 Third-Party Verification (2020–2022)

Dates: 2016–2022

Polytechnique has been a prime consultant for LAWA since 2016. Polytechnique staff have been providing on-call environmental services for LAWA since 2001. Our current contract scope of work includes the following technical areas:

- ➔ Compliance (tanks, air quality, stormwater, waste)
- ➔ Sustainability (goals, data collection, initiatives)
- ➔ Site management (assessment, remediation, monitoring, operation and maintenance, negotiations, reporting)
- ➔ Biological resources (field studies, mapping, data collection, reporting)
- ➔ Grants (research, application support, administration)
- ➔ Noise (studies, stakeholder engagement, technical support)



LAWA contracted with Polytechnique's team to provide third-party verification for both LAX and Van Nuys Airport (VNY). LAWA entered the ACA Program in 2016 at Level 2 (Reduction) and improved to Level 3 (Optimization) in 2016. Third-party verification is required every other year when staying at the same ACA level. LAWA's Environmental Programs Division sought to verify 2021 emissions for LAX and VNY as part of the 2022 Level 3 renewal cycle.

Polytechnique was asked to complete the most recent third-party verification on an accelerated schedule so LAWA could be recognized at the ACI-NA annual conference. In order to receive recognition at the conference, our team had to submit the third-party verification documentation to ACI-NA by early July 2022. This year a staffing change in the Environmental Programs Division delayed the process for LAWA. Typically, third-party verification is a one-month process, but we had to complete data collection, compilation, and analysis; third-party verification; and a site walk within one month. Additionally, LAWA's contract year-end was on June 15th, which complicated task orders, notices to proceed, and budget allocations. To address these challenges, Polytechnique created two task orders to complete the work on a lump sum.

Polytechnique conducted a kick-off meeting between LAWA's group and our third-party verification team to preview the schedule, scope of work, and data requirements for the project. The team completed an initial conflict of interest assessment to ensure impartial third-party verification. The preliminary analysis and final analysis of data files included the 2021 ACA emissions inventory, support documents and calculations, CMPs, carbon emissions reduction targets, and stakeholder engagement plans. The key team members conducted a site visit to review records and data management systems maintained on site. Finally, the team prepared the third-party verification report to discuss the audit findings and recommendations. We coordinated with LAWA to ensure that the work was completed on time, data needs were met, and accurate invoices were submitted before LAWA's cutoff dates.

Our team completed the Level 3 third-party verification on time, LAWA submitted the application and third-party verification documentation to ACI-NA on time, and LAWA was recognized at the ACI-NA national conference in Minneapolis in September 2022. Polytechnique attend the ceremony in person to cheer LAWA on!



Client Name: JWA

Contract: On-Call Environmental Program Support (County of Orange Contract No. NVROC18A)

Project: Climate Action Plan Coordination

Dates: 2017–2022

Polytechnique staff have provided on-site, in-house support at JWA since 2008. Although Polytechnique staff's roles at JWA have varied, we have supported JWA consistently throughout the years and functioned as an extension of the Environmental Office. Our team has provided support in a variety of areas including technical services, regulatory compliance, project management, stakeholder liaison, and administrative support.

Providing in-house support successfully requires striking the right balance of stepping into a staff role but remembering the role of a consultant. It is critical not to overstep authority but to follow the established channels of communication and approvals.



For example, Polytechnique's team prepared JWA's Climate Action Plan (CAP) which identifies the airport's GHG reduction goals and GHG emission reduction measures to achieve its goals. The preparation of this plan was not a straightforward process and involved multiple steps and engagement with JWA personnel and stakeholders. Polytechnique's team completed the following tasks to support the creation of the CAP:

- ➔ Developed baseline GHG inventory and emission reduction goals
- ➔ Identified potential GHG reduction strategies
- ➔ Addressed climate change and adaptation issues affecting JWA
- ➔ Developed the Draft and Final CAPs
- ➔ Organized GHG data for future California Environmental Quality Act (CEQA) processes
- ➔ Facilitated and documented meetings

Significant preparation was needed to write the CAP, including data compilation and analysis, quantifying benefits of potential GHG reduction strategies, and providing results and recommendations to JWA to determine the best initiatives to prioritize.

JWA's leadership wished to strike the proper tone with the CAP so that it would accurately convey JWA's goals and commitments to the public while balancing fiscal limitations and operational priorities. Polytechnique understood the internal and external airport stakeholders, implemented a coordinated process to navigate through challenges, and ultimately obtained stakeholder buy-in to allow the project to move forward smoothly. Our flexible team also provided several options to JWA for consideration, which was helpful in finalizing the document. By understanding JWA's objectives and constraints, Polytechnique's team was able to deliver a comprehensive CAP that clearly and concisely conveys JWA goals and provides actionable tasks to meet those goals. Due to our success with this project, we continue to support annual evaluations of the CAP for JWA and are currently developing an approach for the 5-year CAP update.

This is one of many examples where Polytechnique has successfully leveraged institutional knowledge; not only to support JWA but also to take the lead when appropriate. We focus on evaluating options, presenting advantages and disadvantages, and deferring to client leadership to make decisions. We strike the proper balance of support and leadership roles to avoid actual and perceived conflicts of interest.



Client Name: LGB

Contract: Environmental On-Call Support (City of Long Beach Contract No. 35405)

Projects: Carbon Management Plan Implementation and Carbon Footprint Reduction Support

Dates: 2019–2022

In 2019, Long Beach Airport entered into a Memorandum of Understanding (MOU) with the South Coast Air Quality Management District (SCAQMD) and developed an Air Quality Improvement Plan (AQIP) with the goal to reduce the generation of nitrogen oxide (NO_x) and other pollutants associated with airport activities to improve air quality within the Greater Los Angeles Basin. Additionally, LGB committed to reducing GHG emissions on a per passenger basis by 20% in 2025 and 40% to 2030, relative to a 2016 baseline.



Polytechnique actively assists LGB with complying with its obligations to improving air quality in the region and reducing its carbon footprint through a number of initiatives and strategies.

A major component of the MOU/AQIP is the development of a zero-emission Ground Support Equipment (GSE) program at LGB through electrification. We are assisting LGB with the application for the Federal Aviation Administration (FAA) Voluntary Airport Low Emissions (VALE) Grant Application, which will help fund the electrification of GSE at the airport by up to \$1 million. Our team of experts has performed the following activities for the VALE application and overall compliance with the MOU/AQIP:

- ➔ Led negotiations with the SCAQMD about how the MOU will apply to the VALE Grant
- ➔ Requested new Diesel Off-Road Online Reporting System (DOORS) information from the airlines and ramp service providers to reset the baseline
- ➔ Revised emission calculations using both Aviation Environmental Design Tool (AEDT) and the Moyer methodology

To help meet its GHG emission reduction commitments, Polytechnique developed and manages a comprehensive CMP matrix of current and future sustainability initiatives and opportunities that focus on energy efficiency and carbon footprint reduction. Polytechnique also supports LGB by actively leading and participating in quarterly meetings with the CMP Committee to discuss initiative progresses, prioritize actions, and brainstorm novel ideas and approaches. Everything is captured and tracked within the CMP matrix and an on-going action items list. We also conduct cost-benefit analyses for priority initiatives by calculating accurate costs, energy savings, and payback periods for sustainability program investments.

Polytechnique assisted LGB with the completion of a California Emissions Estimator Model (CalEEMod) report to estimate the National Ambient Air Quality Standards (NAAQS) criteria pollutant emissions associated with the Terminal Roadway Improvement Project at LGB. It was urgent that the CalEEMod analysis be conducted within an extremely short timeframe of one week for completion of the categorical exemption (CATEX) in order to receive funding for this infrastructure improvement project. Available information was sourced from LGB Engineering and included the project area, land types, construction schedule, depth of construction, construction phases, and construction vehicles and personnel. Our nimble, responsive experts completed the model resulting in the FAA approving the CATEX document and granting \$10.6 million in funding for the Terminal Roadway Improvement Project.



Reducing Emissions and Carbon Footprint

Polytechnique is committed to reducing GHG emissions and carbon footprints for our airport clients. We work hands-on with key decision makers at airports to track initiatives, understand goals, costs, and benefits. We prioritize projects for funding and implementation based on airport-specific factors. For example, at LGB, we created a CMP Matrix to track initiative progress and benefits. During quarterly CMP Committee meetings, our team reviews the status initiatives to quantify progress, updates facts and figures, and more. The table below shows some of the initiatives in the LGB CMP Matrix that Polytechnique is tracking:

| No. | Initiatives and Opportunities | Goal | Estimated GHG Reductions |
|-----|--|---|--|
| 1 | Back-of-House Food Scraps Collection | Reduce the amount of green waste sent to landfills by 50% | Based on diverted waste quantities and how waste is used as a feedstock |
| 2 | Install Solar Panels on Parking Structures A and B | Generate and use solar power to offset electricity use at LGB | Expected to offset over 70% electrical demand from the historic terminal |
| 3 | Convert Fleet Vehicles to Electric Vehicles | Reduce fuel consumption from airport-operated vehicles | Reduces emissions by approximately 360,000 pounds of carbon dioxide (CO ₂) annually if full conversion |
| 4 | Replace Lakewood Boulevard and Spring Street Tunnel Lighting | Replace bulb with more efficient models to lower energy demand and reduce emissions | Will decrease electrical consumption by approx. 30% (160,200 pounds of CO ₂) |
| 5 | Runway 30 Lighting Project | Replace bulb with more efficient models to lower energy demand and reduce emissions | Estimated savings of 29,200 kWh annually (15,600 pounds of CO ₂) |

Polytechnique is working with the Southern California Renewable Energy Network to conduct energy audits and studies for the campus and tunnels for energy conservation, working with LGB's engineering department to quantify benefits from a solar project at two parking structures, and researching grants and other funding incentives for future infrastructure improvements. We are also researching Clean Hydrogen Technology and a potential investment opportunity and a means to bring zero-emission fueling infrastructure to the Los Angeles region.

Polytechnique has stayed on top of recent technical and regulatory developments for sustainable infrastructure as a means to reduce airports' carbon footprint. For example, at LAX, we are leading a project to capture carbon credits from the airport through California's Low Carbon Fuel Standard (LCFS) program. Carbon reduction credits are generated through programs such as the installation of electric vehicle (EV) chargers and electric shuttle buses, sold on an open market, and then reinvested into LAWA's sustainability program, thus creating a "Green Revolving Fund." By monetizing carbon reduction and placing it back into LAWA's funding pool, we are incentivizing the airport to continue going green well into the future.

At JWA, we are working on projects to reduce their carbon footprint through enhanced food waste diversion and investments into zero-emission vehicles. By cutting organic waste from being disposed at a landfill, we are capturing methane that would otherwise be released to the atmosphere.

At LGB, our team is working with the airlines and fixed base operators to switch to unleaded aviation gas and exploring options to bring sustainable aviation fuel to the airport.



4.0 Project Organization and Key Personnel

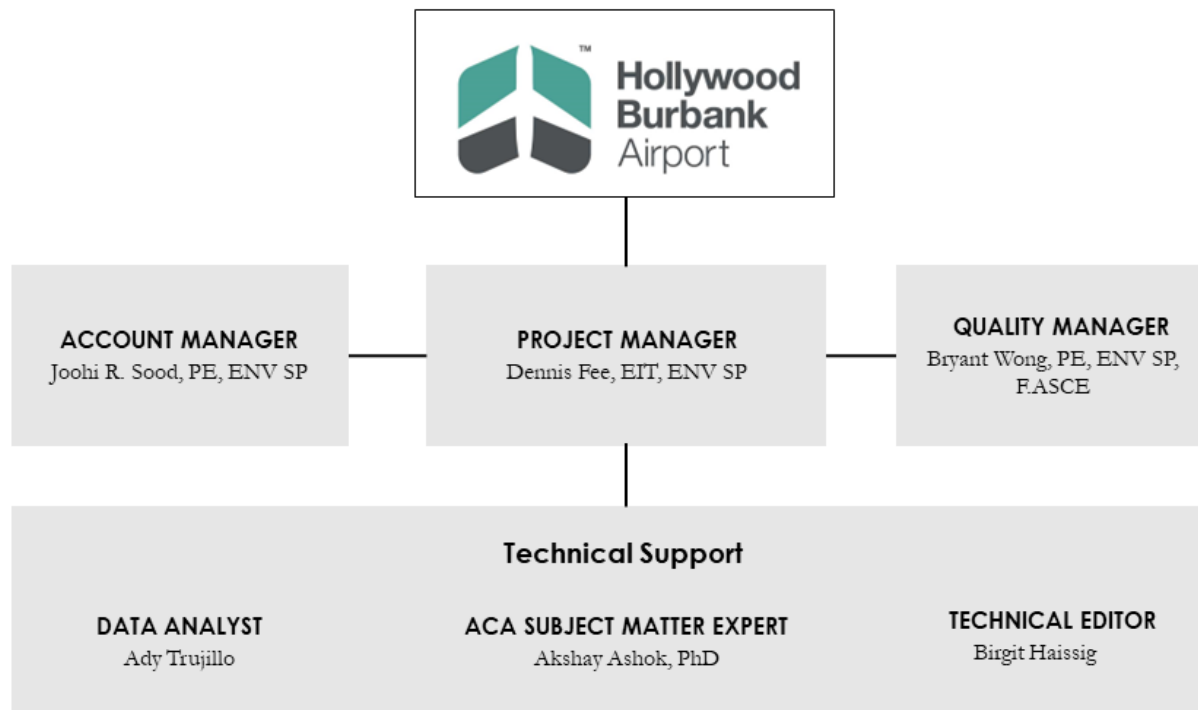
Our responsive local team is eager to provide streamlined services to the Authority. The key project personnel and supporting staff listed in this proposal are immediately available to deliver all three tasks of the scope of work described in the RFP. Key project personnel will not be reassigned without the prior written approval of the Authority.

Our technical team of subject matter experts include:

- ➔ Approved third-party verifiers for ACA
- ➔ Personnel with direct, recent carbon market, offset protocol, and offset registry experience
- ➔ Low-impact development specialists
- ➔ Personnel certified in LEED® and Envision
- ➔ Personnel supporting local airports implement Sustainable Aviation Guidance Alliance and CalGreen Tier 1
- ➔ Certified International Organization for Standardization 14000 Auditors

Our experts are connected as members and in leadership roles for ACI-NA, California Airports Council, Airport Cooperative Research Program, and Airports Going Green. We have a comprehensive knowledge of the airport environmental industry and what BUR's peers are doing in environmental engineering, sustainability, compliance, and grants. We have conducted benchmarking analyses of airport sustainability plans and bring this knowledge support to develop a program that will propel BUR towards becoming a national aviation sustainability leader.

Condensed resumes of key personnel are included in Appendix B. The following organization chart lists the names, titles, and credentials of Polytechnique's proposed team.





Key Personnel

The key project personnel listed in this proposal are immediately available to cover all three tasks in the scope of work described in the RFP. We have recent, direct experience preparing and submitting the deliverables listed in the RFP's scope of work. We value the strengths of our team members and will emphasize collaboration and innovation on BUR's projects.

Our team members have the depth of expertise to allow our technical resources to engage at various levels. They will provide senior technical review, establish data quality objectives, leverage our understanding of ACA, and collaborate for doable solutions. The sections below list personnel names, certifications, titles, office locations, percent availability, and client accounts managed for each team member.

Dennis Fee, EIT, ENV SP (Project Manager, Bellflower, 60%)

Polytechnique's project manager, Dennis Fee, will serve as the Authority's primary point of contact and has overall responsibility for the services delivered under the contract. As the project manager, Dennis has the authority to propose and accept work assignments, approve deliverables, prepare invoices, and provide recommendations to BUR. If Polytechnique is selected, the proposed account manager (Joochi Sood) and quality manager (Bryant Wong) will support Dennis throughout the contract delivery.

Dennis is an Engineer-in-Training (EIT) and Envision Sustainability Professional (ENV SP) with over 6 years of experience managing and implementing environmental engineering and sustainability projects. Dennis has direct experience working on ACA projects including Level 2 applications, annual renewals, and data management for LGB as well as providing Level 3 third-party verification support for LAWA. Dennis is well-versed in many aspects of environmental sustainability and engineering, and currently manages tasks for Polytechnique's on-call contracts with LGB and LAWA. His responsibilities for serving as the Authority's project manager include:

- ➔ Serving as the primary point of contact for the Authority
- ➔ Communicating project status with BUR staff
- ➔ Staffing projects with qualified, experienced personnel
- ➔ Chartering the team for alignment with ACI-NA Level 2 approaches and methods
- ➔ Assuring that key project personnel are available and engaged as planned
- ➔ Organizing, directing, and overseeing project tasks
- ➔ Establishing and enforcing project milestones
- ➔ Reviewing and monitoring budgets and implementing cost control procedures
- ➔ Assuring compliance with ACI-NA Level 2 objectives and data accuracy

Dennis' understanding of the ACA process and responsiveness will result in accurate, high-quality submittals that will save the Authority time and money. He will reduce the administrative burden on the Authority's staff by submitting complete task orders and accurate invoices that require minimal review. Invoices will be prepared in a simple, consistent format to minimize review time and errors. Items that are not reimbursable will not be billed, and backup for other direct costs will be accurate and complete.

Dennis is currently 40% committed to other assignments. If Polytechnique is selected for this contract, Dennis will be 60% available for this contract, which will be increased to 100% as needed. Dennis has worked on Polytechnique projects for 4 years. Dennis is the account manager for one client.



Joohi Sood, PE, ENV SP (Account Manager, Bellflower, 25%)

Polytechnique's proposed account manager is Joohi Sood, who is a long-time member and participant with ACI-NA. Joohi has worked as an environmental consultant for over 30 years and has extensive project management and program development experience. She has a reputation for delivering projects on schedule and within budget, and she brings a unique ability to quickly understand client objectives, prioritize needs, and respond with the right resources. Joohi has leveraged her extensive knowledge of applicable local and state regulations, long-time regulatory relationships, and negotiating expertise to serve large environmental projects at airports, seaports, power-generating facilities, industrial sites, and government sites. She excels at balancing client, regulatory, and community demands while maintaining a focus on challenging technical requirements. Joohi's duties for the Authority will include:

- ➔ Communicating with the Authority to ensure that needs and expectations are being met
- ➔ Providing solutions or mediation, as needed, when unforeseen challenges arise
- ➔ Reviewing environmental reports, documents, and invoices prior to submittal to the Authority
- ➔ Supporting the project manager with budgets and schedules control

In her role as account manager, she will provide senior oversight and review of assignments. Joohi will also provide guidance to the project manager, as needed. She will ensure client satisfaction and be the final authority on deliverables submitted to the Authority.

Joohi currently has about 75% commitment to her assignments. If awarded, Joohi would be 25% available for this contract. Joohi founded Polytechnique in 2014 and has been directing the company for 8 years. Joohi is the account manager for three clients.

Bryant Wong, PE, ENV SP, F. ASCE (Quality Manager, Bellflower, 50%)

Polytechnique's proposed quality manager is Bryant Wong. Bryant has more than 40 years of environmental engineering consulting experience. He is Polytechnique's quality manager for the LAWA, JWA, and LGB contracts and provides senior technical review for other transportation projects. He has served in senior quality manager and operations manager roles on multiple environmental services contracts ranging in size from under \$1 million to \$100 million.

Bryant has a bachelor's degree in civil engineering and a master's degree in environmental engineering. He has industry certifications in construction, stormwater, hazardous waste operations, and sustainability.

Bryant's duties will include:

- ➔ Providing quality assurance reviews for documents and drawings that are submitted to the Authority
- ➔ Establishing and implementing a formal review process to confirm document and data quality
- ➔ Working with the technical editor to establish style guidelines and formatting
- ➔ Conducting monthly task order manager meetings to confirm compliance with the authorized scope, budget, and schedule; safety goals; adequacy of staffing and resources; and technical quality

Bryant currently has about 50% commitment to his assignments. If awarded, he would be 50% available for this contract. Bryant has been with Polytechnique for 5 years. Bryant is not currently an account manager for any clients.



Akshay Ashok, PhD (ACA Subject Matter Expert, Irvine, 25%)

Polytechnique's proposed subject matter expert is Dr. Akshay Ashok, who has 12 years of experience in air quality and climate work. Akshay is a certified third-party verifier with ACI-NA and has managed projects both in the preparation and verification of GHG emissions sources at five airports. Having experience on both sides of the ACA application process allows Akshay to see the big picture and know the best path forward from the start, saving the Authority time and cost. He strives to enhance the sustainability of the transportation sector through quantifying impacts (e.g., air quality, human health, climate), developing and implementing strategies towards pollution reduction and decarbonization, and informing policy makers.

Akshay has a PhD in Air Transportation Systems from the Massachusetts Institute of Technology. Akshay was directly involved as a subject matter expert in Polytechnique's ACA projects for LGB and he was the lead technical resource for the JWA CAP. He currently has about 75% commitment to his assignments. If awarded, Akshay would be 25% available for this contract. He has worked on projects with Polytechnique for 5 years. Akshay is not currently the account manager for any clients.

Ady Trujillo, ENV SP (Data Analyst, Bellflower, 50%)

Ady Trujillo is Polytechnique's designated data analyst for the ACA Level 2 application work and will assist with the gathering, compiling, organizing, and analyzing of Level 1 and 2 data for BUR. Ady currently assists on a number of data analysis projects for our airport clients including JWA and LGB. For example, she assists with the compilation and analysis of utility data for JWA to identify trends and also conducts analyses of LGB's sustainability program for consistencies and areas of improvement. Ady is known for her keen attention to detail and organizational skills.

Ady currently has about 50% commitment to her assignments. If awarded, she would be 50% available for this contract. Ady has been with Polytechnique for 3 months. Ady is not currently the account manager for any clients.

Birgit Haissig (Technical Editor, Bellflower, 40%)

Birgit Haissig is Polytechnique's technical editor and has been supporting programmatic plans for a number of our clients, including LAWA, LGB, and JWA. Polytechnique will rely on Birgit to edit deliverables before they are submitted to the Authority for review. She will also review and compile data, support document production, prepare tables and charts, and create templates. She has exceptional technical editing and organizational skills focusing on efficiency and accuracy that will translate to dependably high-quality deliverables.

Birgit currently has about 60% commitment to her assignments. If awarded, she would be 40% available for this contract. Birgit has been with Polytechnique for 4 years. Birgit is not the account manager for any clients.



5.0 Proposed Technical Approach

Our team is excited and ready to provide a high level of quality, commitment, and value to the Authority. We understand the history and the overall objectives and benefits of ACA to the Authority.

ACA is a framework that airports can use to outline carbon reduction goals, create plans to implement initiatives, and monitor year to year carbon footprints. The goal of the ACA program is “to encourage and enable airports to implement best practices in carbon management and achieve emissions reductions.” ACI-NA developed and launched ACA in Europe in 2009 and expanded it to North America by 2014. Currently, over 150 airports worldwide are certified for mapping their carbon footprints, and this list is growing every year. Some of the primary benefits that the ACA program offers includes:

- ➔ Gaining public recognition and raising the airport’s profile and credibility
- ➔ Promoting efficiency and sustainability in the airline industry and local community
- ➔ Encouraging standardization and benchmarking
- ➔ Reducing regulatory risk
- ➔ Supporting stakeholders’ goals and plans

Polytechnique has reviewed and is familiar with BUR’s MOU and AQIP with the SCAQMD, which details BUR’s commitment to clean fleets, clean GSE, and clean construction programs. We also understand that BUR is actively pursuing sustainability initiatives, including natural gas-powered parking shuttles, solar facilities, and energy efficiency measures. This demonstrates that BUR is already committed to carbon neutrality and has done some up front work to enter the ACA Program at Level 2.

Polytechnique will support BUR’s path towards carbon neutrality by advising the Authority on how to manage and reduce carbon emissions and follow the ACA steps of mapping, reduction, optimization, and neutrality. Polytechnique’s proven approach to supporting airports is to collaborate with decision makers to create a clear vision and goals, identify obstacles, and develop doable solutions together. This approach yields actionable plans created by those who are responsible for executing them while fostering ownership and accountability.

Tasks 1 and 2: Fulfillment of All Level 1 and 2 Accreditation Requirements

The following text describes Polytechnique’s approach to the tasks outlined in the RFP scope of work with regard to Level 2 accreditation (Task 1) and renewal requirements (Tasks 2). The ACA Program is comprised of the following levels:

- ➔ Level 1: Mapping
- ➔ Level 2: Reduction
- ➔ Level 3: Optimization
- ➔ Level 3+: Neutrality
- ➔ Level 4: Transformation
- ➔ Level 4+: Transition

We understand the Authority’s intent to apply for Level 2 (Reduction) and agree with this entry point, given that BUR is already implementing various sustainability and energy efficiency projects.



In order to apply for Level 2, Polytechnique will support BUR fulfill the requirements for both ACA Level 1 and Level 2. The requirements for each level are as follows:

- ➔ **Level 1 Mapping:** Level 1 of the ACA program (Mapping) consists of two primary elements:
 - 1) a policy commitment by the airport to reduce GHG emissions, and
 - 2) the preparation of the airport GHG emission inventory or carbon footprint. The GHG Inventory consists of both Scope 1 (airport-owned and operated sources) and Scope 2 (emissions from purchased electricity) emissions.
- ➔ **Level 2 Reduction:** Whereas Level 1 focuses on stating or mapping an airport's footprint and policy, Level 2 goes a step further by putting forth emissions reduction targets for Scope 1 and 2 emissions, demonstrating annual reductions in emissions against a 3-year rolling average, and creating a CMP that will be used as a guide for the airport to reduce emissions and report on progress.

Our team of experts understands ACA's history and objectives and will assist BUR with the preparation of materials to satisfy these requirements. We know the requirements for ACA Level 2, acknowledge potential issues for gaining level 2, and will assist the Authority in navigating potential risks and shortcomings to Level 2 Accreditation. Further details on the proposed actions and methodologies for fulfillment of Level 1 and 2 requirements are presented in the following sections.

Formulate Carbon Emission Reduction Target

An important first step to comply with ACA Level 2 is formulating a carbon emission reduction target. This emission reduction target is the foundation of the CMP and the basis of comparison for annual GHG emissions. The emission reduction target must state what percent reduction the airport is committing to by a certain date. For most airports, emissions are compared on a per-passenger basis so that changes in airport size and facilities upgrades are accounted for fairly. We have experience developing emission reduction targets at other airports of similar size. For example, Polytechnique reviewed the City of Long Beach *Climate Action and Adaptation Plan* so that LGB's emissions reduction targets would align with it.

Our team will conduct in-person and virtual meetings to engage with Authority and BUR staff to collaborate on the appropriate carbon emissions reduction target. Polytechnique will assess current conditions at BUR, including environmental programs, practices, and policies; conduct energy, water, waste, and GHG assessments; and review peer benchmarking. During the development of the carbon emission reduction target, we will assess and consider BUR's projected growth plans, facility modifications, and future improvements to local grid resiliency from sustainable energy sources.

Polytechnique's team will also assess current year and past year carbon footprints at the airport to determine the best course of action. Due to the COVID-19 pandemic, emissions will be evaluated keeping in mind that passenger levels decreased substantially in 2020 and 2021. While developing the ACA Level 2 application for LGB, ACI-NA made several changes to account for COVID-19. Our team kept tabs on the changing rules and shifting deadlines so that the application would be approved in time for the ACI-NA conference. We met the deadline and LGB was recognized at the annual meeting.

Develop, Implement, and Update the CMP

In accordance with Level 2 ACA requirements, Polytechnique will support the development and maintenance of a practical, workable CMP to help BUR realize established carbon emission



reduction targets. Polytechnique's team has first-hand experience creating CMPs and will work with BUR's team to brainstorm ideas and synthesize, systematically prioritize, and further develop promising opportunities to realize BUR's vision in the CMP's development. Sustainable initiatives and opportunities will be assessed not only for their benefits, but also the feasibility of implementation and the need for potential phased approaches. Our experts will assist the Authority to clearly outline key members and stakeholders, objectives, priorities, and monitoring procedures. We will develop an implementation framework, develop management systems and reporting tools, and publish annual progress reports to demonstrate progress.

We will also assist with annual updates to the CMP for Level 2 renewals and facilitation of CMP Committee quarterly meetings. The goal of quarterly CMP Committee meetings is to generate new ideas for carbon reduction initiatives, synthesize and prioritize initiatives, identify resource needs and paybacks for priority initiatives, and recognize potential funding sources. The main advantage of CMP Committee meetings is that they present opportunities for personnel from different departments to come together, share, and collaborate on ideas, leading to fruitful dialogue. Polytechnique has supported JWA in this capacity for their CAP. JWA has benefited from the experience our team has had at other airports including lessons learned from implementing sustainability initiatives.

Demonstrate Scope 1 and 2 Emissions Reductions Over a 3-Year Rolling Average

Polytechnique has direct, recent experience developing emissions calculations. One key success factor is early engagement with data sources. After the first pass, it is paramount to identify data gaps and pivot early to make sure the ACA data requirements are met. Another key success factor is complete, accurate, and consistent data collection and compilation. Our approach is to streamline the data collection process at by making it easy to find, collect, and compile data.

To easily find data, Polytechnique created an ACA data sources spreadsheet for LGB. This tool lists contact information for internal and external departments that provided ACA data with notes on what to look out for. This tool saved time and effort during the collection of data and calculation of the 3-year rolling average for the annual renewal. Polytechnique keeps this tool updated as staff and facilities change. The data resources table will support efficient data collection and compilation for future ACA renewals and third-party verifications.

To collect and compile data, Polytechnique created standard data spreadsheets based on our understanding of airport operations, scope levels, and sustainability initiatives at LAWA, JWA, and LGB. To calculate GHG inventories after data is collected, Polytechnique will utilize ACI's Airport Carbon and Emissions Reporting Tool (ACERT), which is a self-contained Excel spreadsheet that allows us to seamlessly calculate BUR's GHG emissions inventory. Polytechnique has an established quality assurance and quality control process for data spreadsheets that will be incorporated in our data compilation and calculation spreadsheets. This process is overseen by Polytechnique's quality manager, Bryant Wong. Spreadsheets are designed with several built-in checks, so mistakes are identified and corrected immediately. Spreadsheet tools are also integrated into our process, which allows us to assess projected emissions for given reduction targets. One example where our team used this approach was the ACA Level 1 application for San Jose Airport. Akshay Ashok was the lead consultant for the project and emphasized providing the airport with a spreadsheet tool to compile data, assess projected emissions, and therefore prepare the GHG inventory calculations for future years. This investment benefited the airport in renewal years by cutting cost and saving time.



Polytechnique will work with BUR staff to collect required data for the 3-year rolling average of 2018–2019, 2021 (2020 is skipped due to the COVID-19 pandemic) and for the reporting year 2022. Data required for Level 2 includes:

- ➔ Fuel consumption from airport owned/operated vehicles and equipment
- ➔ Fuel consumption from power- or heat-generating equipment such as generators or boilers
- ➔ Fuel consumption from on-site waste or wastewater processing facilities (if applicable)
- ➔ Electricity purchased from the local utility provider
- ➔ Natural gas purchased from the local utility provider
- ➔ Refrigerant use (if applicable)
- ➔ Waste and water utility bills (optional)

BUR is on its way to developing a comprehensive GHG inventory. We understand that BUR has annual requirements for the MOU schedule to report on GSE provided by airlines, including equipment type, fuel type, and engine model and tier. This may fall under the category of Scope 3 emissions based on who owns the equipment. BUR is also obligated to report shuttle bus inventories including vehicle models, fuel types, odometer readings, and other details annually to the SCAQMD. We also understand that the City of Burbank Department of Water and Power is BUR's electricity provider and can provide monthly billing statements for years of interest. Collecting, compiling, and reviewing this data is the first step for completing the airport wide GHG inventory.

The following figure demonstrates the types of emissions that can occur at an airport, and what constitutes Scope 1, Scope 2, and Scope 3 emissions. Scope 3 emissions (emissions from other sources associated with the airport, such as fixed-base operators, airlines, transportation networks, etc.) are currently not a priority because they are not reported for ACA Level 2.





Prepare the Calendar Year 2023 ACA Application

After emissions calculations are complete and verified for accuracy, Polytechnique will compile the materials within the formal application on the ACA Online Portal. Our team of experts has experience with navigating the ACA Online Portal, which will help simplify and expedite the submittal process. We will conduct meetings with BUR personnel to fill out the correct forms and general information within the application. Information that will be requested and entered into the application includes:

- ➔ Organizational boundary – operations and facilities included in the application
- ➔ Operational boundary – emissions sources included and excluded in the application
- ➔ Benchmarks – absolute or intensity-based benchmarks
- ➔ Carbon footprint – contractual obligations, carbon emission figures, and documents
- ➔ Carbon reduction policy – statement of official commitments by the airport
- ➔ Governance – the board or executive bodies that have responsibility for implementation and communication of carbon reduction measures
- ➔ Carbon management – targets and actions in place to develop and implement the CMP

Polytechnique will submit the draft application to BUR staff for a final review before submittal. We will address comments the Authority may have before submitting the application to ACI-NA. Polytechnique will provide the Authority with instructions on how to mail the application fee to ACI-NA.

Support During Third-Party Verification and Renewals

Polytechnique's team will support the Authority and BUR staff during the third-party verification process. If BUR stays at ACA Level 2 for the duration of the contract, the Authority will go through third-party verification for the ACA in the first, third, and fifth years of the contract. If the Authority elects to move to a higher level during the contract, third-party verification will also be required unless the jump is made in Years 3 or 5. Third-party verification is not required for renewal in Years 2 and 4 if BUR stays at ACA Level 2.

Polytechnique will support the Authority during the third-party verification process starting with the identification, evaluation, and selection of third-party verifiers. Our team can facilitate meetings and prepare concise responses to comments and questions. Our approach is to prepare an application that will come back with the fewest comments and questions possible. Any questions or comments that are received will be compiled and our team will prepare draft responses and supporting documents for the Authority's consideration. Once the responses are final, our team will coordinate a meeting with the third-party reviewer before submitting to confirm they are acceptable. Polytechnique will follow the same process when submitting a renewal to ACI-NA.

The benefit to the Authority is a streamlined approval process, limiting the time and cost that is spent on the back and forth if buy-in is not established. As our ACA subject matter expert, Akshay has experience as both the application preparer and the third-party verifier, giving our team key insights into the overall objectives and methodology for third-party verification. Because our team knows what to expect from the third-party verifier, we will prepare and plan to save the Authority time and cost. For Indianapolis International Airport's (IND's) ACA Level 3 application, Akshay was involved with a detailed review of IND's asserted GHG emissions inventory, assessing materiality through data tracing, vouching (e.g., interviews with relevant personnel), and recalculations using independently sourced emission factors. Further, this process involved verification of the CMP and stakeholder engagement plan through review of evidence of



implementation, and a confirmation of demonstrated emission reduction towards their established GHG target. The verification involved several rounds of facility personnel interviews and follow-on data requests. The project was completed on time for IND to receive Level 3 reaccreditation in 2021.

Task 3: Meetings and Communications

This section describes Polytechnique's approach to Task 3 of the RFP scope of work and provides examples of how we have successfully provided similar services and deliverables to other airport clients.

Documentation of Meetings and Communications

Throughout Tasks 1 and 2, Polytechnique will conduct project management, coordination, and communication services for the Authority. The purpose of these activities is to organize ideas, monitor progress of initiatives, and provide updates to the Authority. Project coordination activities include participating in meetings; tracking project status, scope, budget, and schedule; and preparing invoices. Detailed steps are listed below:

- ➔ Facilitate a project kickoff meeting to review the schedule, scope of work, and data requirements
- ➔ Host project status meetings and invite BUR staff to discuss data gaps and questions about airport operations
- ➔ Provide meeting agendas, notes, and action items for each meeting with Authority staff, stakeholders, and third-party verifiers
- ➔ Maintain a rolling list of action items with responsible party and due dates
- ➔ Respond to technical questions related to data and recommendations
- ➔ Submit well-written, concise, and accurate deliverables that meet data quality objectives
- ➔ Monitor the scope of work, schedule, and budget to stay on track
- ➔ Submit monthly invoices and status reports on an as-needed basis



6.0 Proposed Compensation

Polytechnique is committed to providing the Authority with the best resources at the lowest price. Our team offers the best value for ACA application and support services because we bring the following benefits to the Authority:

- ➔ Small, local firm without layers of bureaucracy, resulting in lower overhead and lower hourly rates and lump sum amounts
- ➔ Consistently delivering quality work safely and efficiently at rates lower than the other prime consultants
- ➔ Providing proactive cost and schedule controls that result in delivering high-quality services safely within budget and on time
- ➔ Focusing on quality – including concise, clear, and correct documents – saving the Authority review time and money by doing it right the first time
- ➔ Compliant with local wage ordinances
- ➔ Offer competitive compensation and benefits to our employees
- ➔ Small business approach to account management with a focus on personal service, responsive communication, and flexibility
- ➔ Connection to large company resources through subcontracting (if needed)
- ➔ Passionate about airport environmental services and not limited by competing business groups or complicated by conflicts of interest

Per the RFP, Polytechnique has completed the requested Fee Proposal Form. Polytechnique's fee schedule, based on RFP Attachment B, is included in Appendix C. Polytechnique will provide the Year 1 services on a lump-sum basis. The estimated services for Years 2, 3, 4, and 5 will be provided on a time-and-materials basis.

Assumptions

Polytechnique prepared this proposal based on the following assumptions:

- ➔ The Authority will pay for Application fees
- ➔ Contracting with a third-party verifier is the responsibility of the Authority
- ➔ BUR personnel will facilitate the collection and processing of raw data required for the calculation of GHG emissions
- ➔ BUR personnel will define which facilities and operations are within operational control
- ➔ The cost includes up to three site visits to BUR by local Polytechnique personnel
- ➔ Up to four CMP meetings will be held each year on a quarterly basis
- ➔ One submittal is required each year to ACI-NA
- ➔ A notice to proceed will be issued no later than the end of January 2023

Services requested beyond the presented scope of work can be provided to the Authority on a time-and-materials basis.



7.0 Services Agreement and Insurance

If selected for this contract, Polytechnique will enter into an official agreement with the Authority. Polytechnique reviewed the sample professional services agreement included with the RFP and will execute the sample agreement as presented.

Polytechnique included sample certificates of insurance in Appendix D for current coverage. This coverage meets the required insurance coverage per Section IX of Attachment C in the RFP with the exception of cyber liability insurance.

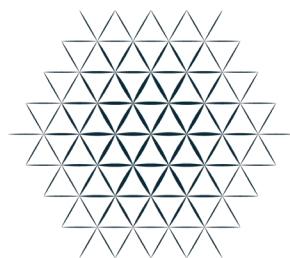
Cyber liability coverage is not currently required on any of Polytechnique's contracts. However, the underwriting for a cyber liability policy is complete, a quote was issued to Polytechnique, and the policy will be put into place if the Authority selects Polytechnique for this contract. Polytechnique has included a letter in Appendix D from our commercial lines broker indicating that the coverage is available to Polytechnique.

Polytechnique will submit a valid certificate of insurance to the Authority including the required additional insured language, endorsements, and waivers, and showing the required lines and limits prior to starting work.

Polytechnique has reviewed the three addenda to the RFP and acknowledges their receipt and incorporation into our proposal content. Signed copies of the addenda are provided in Appendix E.

Appendix A

Company Profile and References



POLYTECHNIQUE
Environmental, Inc.

COMPANY PROFILE &
REFERENCES

COMPANY PROFILE

Company Legal Name: _____

Company Legal Status (Corporation, partnership, sole proprietor, etc.): _____

Active licenses issued by the California State Contractor's License Board:

Street Business Address: _____

Website Address: _____

Telephone Number _____ DIR Reg. #: _____

Email Address: _____

Length of time the firm has been in business: ____ Years - Length of time at current location: ____ Yrs

Is your firm a sole proprietorship doing business under a different name: __Yes __No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: __Yes __No If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____

Regular Business Hours: _____

Regular Holidays and hours when business is closed:

Contact person in reference to this solicitation: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact person for Accounts Payable: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____ Cell Number: _____

REFERENCES

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information (attach additional sheets if necessary).

1) Name of Reference: _____
Address: _____
Contact Name: _____ Title: _____
Telephone Number: _____ E-Mail Address: _____
Contract Title/Number: _____ Contract Value: \$ _____
Contract effective Dates: _____

Brief description of all required and related services performed/goods provided: _____

2) Name of Reference: _____
Address: _____
Contact Name: _____ Title: _____
Telephone Number: _____ E-Mail Address: _____
Contract Title/Number: _____ Contract Value: \$ _____
Contract effective Dates: _____

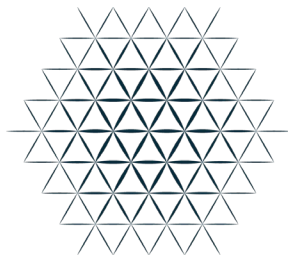
Brief description of all required and related services performed/goods provided: _____

3) Name of Reference: _____
Address: _____
Contact Name: _____ Title: _____
Telephone Number: _____ E-Mail Address: _____
Contract Title/Number: _____ Contract Value: \$ _____
Contract effective Dates: _____

Brief description of all required and related services performed/goods provided: _____

Appendix B

Resumes of Key Personnel



POLYTECHNIQUE
Environmental, Inc.



Education

MS, Environmental Engineering and Science, Northwestern University

BS, Environmental Engineering, Tufts University

Registrations,

Certifications, Licenses

Engineer in Training, No. 24720
Issued 7/2015

Envision Sustainability
Professional (ENV SP)

OSHA 40-Hour HAZWOPER
with Annual 8-Hour Refresher

Professional Affiliations

Society of American Military
Engineers

American Society of Civil
Engineers

Dennis Fee has worked as an environmental consultant for over 6 years and has extensive experience in environmental compliance management. He has a solid understanding of local, state, and federal regulatory requirements and contaminant action levels, and has managed various projects in a number of sectors that meet these requirements. Dennis is committed to environmental engineering, compliance, and sustainability and is a respected environmental consultant and technical expert. Some of Dennis' duties have included managing airport environmental contracts; documenting and disseminating data related to all phases of environmental investigations; preparing complex reports; conducting investigations of subsurface contamination; preparing correspondence, permit requests, data tables, and quality assurance/quality control procedures; and interfacing with regulatory agencies.

Representative Project Experience

Long Beach Airport (LGB), In-House Sustainability and Airport Carbon Accreditation (ACA) Level 2 Renewal Support, Long Beach, CA (2021–present): Dennis is a task manager for the in-house sustainability support program at LGB. He works on tasks to improve recycling and organic waste diversion; tracks energy use and identify areas for infrastructure improvement; compares data trends for waste, electricity, and water; and reviews current lease language for tenants and fixed-base operators to identify areas for incorporating sustainability language. Dennis also supported the renewal of LGB's ACA Level 2 in 2022 by gathering GHG inventory data and calculations, coordinating meetings between LGB and the preparer, and submitting the renewal application on the ACA Online Portal.

Los Angeles World Airports (LAWA), ACA Level 3 Third-Party Verification, Los Angeles, CA (2021–present): Dennis assisted Polytechnique's subconsultant with the verification of LAWA's GHG inventory and ACA renewal submittal under Polytechnique's on-call environmental consulting contract with LAWA. The third-party verification was conducted for both Los Angeles International Airport and Van Nuys Airport within a short time frame so that LAWA could be recognized at the annual ACA conference. Dennis' role involved setting up the project under two task orders, conducting a kickoff meeting, reviewing technical reports for accuracy and compliance, ensuring that the project was completed on budget and on time.

LGB, CalEEMod Air Emission Analysis, LGB Terminal Roadway Improvement Project, Los Angeles County, California (2022): Dennis conducted an air emission analysis of the Terminal Roadway Improvement Project at LGB within a very strict schedule. With millions of dollars in funding on the line, Polytechnique was tasked with estimating the criteria pollutant emissions that would result from the Terminal Roadway Improvement Project and associated construction activities and operational changes. Polytechnique used the CalEEMod software package to calculate and report emissions. The model proved that emissions associated with the roadway improvement project were well below the EPA thresholds.



Education

MS, Civil Engineering, Loyola Marymount University

BS, Civil Engineering, California State Polytechnic University

Registrations, Certifications, Licenses

Professional Engineer, No. C54918 (California)

Envision Sustainability Professional (ENV SP)

Lead Auditor, International Organization for Standardization (ISO) 14001

OSHA 40-hour HAZWOPER with annual 8-hour refresher

OSHA 8-Hour HAZWOPER Supervisor Training

First Aid/CPR

Professional Affiliations

Women's Transportation Seminar (WTS) – Transportation YOU Committee Member

Airport Council International – North America

American Society of Civil Engineers

Society of American Military Engineers

Joohi Sood has worked as an environmental consultant for over 30 years and has extensive project management and program development experience. She has a reputation for delivering projects on schedule and within budget, and she brings a unique ability to quickly understand client objectives, prioritize needs, and respond with the right resources. Joohi has provided effective senior technical services on environmental projects at commercial airports. A significant portion of her work has included in-house support where she is an extension of the clients' staff by working closely with facility operations, contractors, and executive leadership.

Joohi excels at balancing client, regulatory, and community demands while maintaining a focus on challenging technical requirements. She has an intimate knowledge of environmental issues and brings value through her sound decision-making abilities. Joohi has a clear understanding of applicable local, state, and federal regulatory requirements; is committed to environmental engineering, compliance, and sustainability; and is a respected environmental consultant and technical expert.

Representative Project Experience

Long Beach Airport (LGB), On-Call Environmental Services, Long Beach, CA (2019–present): Joohi is the program manager for an on-call environmental services contract. Joohi is leading initiatives, collecting/compiling data, monitoring activities, meeting with stakeholders, and preparing reports to support LGB's sustainability program. She led the Airport Carbon Accreditation (ACA) Level 2 team in 2021, including authoring a carbon management plan, and was a technical reviewer for the 2022 renewal.

John Wayne Airport (JWA), On-Call Environmental Program Support, Santa Ana, CA (2008–present): Joohi is the program manager for a 5-year, on-call environmental services contract covering compliance, engineering, sustainability, planning, and site management tasks. Joohi led the team that prepared the climate action plan and ongoing annual renewals.

Los Angeles World Airports, Environmental Technical and Expert Consulting Services, Los Angeles, CA (2001–present): As the program manager, Joohi is responsible for the Environmental Technical and Expert Consulting Services on-call environmental contract. She has worked on this contract in various roles since 2001. She led the team that conducted the third part verification for Los Angeles International Airport and Van Nuys Airport in 2020 and 2022.

San Francisco International Airport, As-Needed Environmental Consulting Support Services, San Francisco, CA (2014–2016): Joohi managed the As-Needed Environmental Consulting Support Services Contract from 2014 to 2016. The scope of work included site investigation, remediation system planning and design, active remediation, hazardous building materials survey and abatement, air quality control permitting and monitoring, stormwater compliance, environmental database support, implementation of sustainability requirements, and Leadership in Energy and Environmental Design (LEED®) consulting services.



Education

MS, Environmental Engineering,
University of Illinois

BS, Civil Engineering, University
of Hawaii (with high honors)

Registrations, Certifications, Licenses

Professional Civil Engineer, No.
33702 (California)

Fellow, American Society of Civil
Engineers (F. ASCE)

Envision Sustainability
Professional (ENV SP)

OSHA 40-hour HAZWOPER
with annual 8-hour refresher

OSHA 8-Hour HAZWOPER
Supervisor Training

First Aid/CPR

Professional Affiliations ASCE

Institute for Sustainable
Infrastructure

Bryant Wong brings over 40 years of environmental engineering experience, which spans the full breadth of environmental engineering services. He has served in senior quality assurance/quality control (QA/QC), project manager, program manager, and operations manager roles on multiple environmental services contracts ranging in size from under \$1 million to \$100 million. His technical expertise includes environmental regulatory compliance, environmental planning and impact reports, sustainability, hazardous waste engineering, feasibility studies, records of decisions, domestic wastewater treatment, industrial wastewater treatment, and landfill projects.

Representative Project Experience

John Wayne Airport (JWA), On-Call Environmental Program Support, Orange County, CA: Bryant is the quality manager for this JWA contract that provides a wide range of environmental engineering support including sustainability services. As quality manager, he established the program QA/QC standards including the program quality assurance program, document quality review procedures, and quality assurance project plan template. Bryant also supported JWA's zero-emission vehicle shuttle bus and rechargers project that was recognized by ASCE Orange County Branch as the 2022 outstanding airport project of the year.

Los Angeles World Airports (LAWA), Quality Manager, Environmental Technical and Expert Consulting Services, Los Angeles, CA: Bryant serves as the quality manager for this LAWA contract that provides extensive environmental technical consulting services including sustainability and air quality services. Bryant oversaw the team developing a work plan and QA plan for a preliminary investigation of PFAS impacts at the Los Angeles International Airport (LAX). This work plan complied with the Los Angeles Regional Water Quality Control Board's Water Code 13267 Order issued to LAWA to assess the extent of PFAS impacts to groundwater.

Los Angeles Metropolitan Transit Authority (Metro), Waste Management Specifications and Templates Update, Los Angeles, CA: Bryant conducted senior technical reviews and QC checks on Metro's environmental-related construction specifications and templates. Specifications reviewed include updates to sections covering construction and contaminated waste management work with an emphasis towards applying sustainable practices such as recycling, reuse, resource recovery, upcycling, and waste minimization.

NAVFAC Atlantic/Midwest, Northwest, and Southwest, Multimedia Environmental Compliance Engineering Support Indefinite Quantity Contract, Norfolk, VA: Bryant was the West Coast project delivery leader for 10 fixed-price task orders under this \$75 million/5-year contract performed on Navy and Marine Corps facilities in California, Arizona, Nevada, and Oregon. He was responsible for work product quality and client satisfaction while he oversaw task order managers, allocated staff, monitored program, project financials, and project performance. Task orders provided various environmental compliance and engineering services supporting the Navy's Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Clean Water Act, Safe Drinking Water Act, and other environmental programs.



Education

PhD, Air Transportation
Systems, Massachusetts
Institute of Technology

SM, Aeronautical Engineering,
Massachusetts Institute of
Technology (MIT)

BS, Aeronautical and
Astronautical Engineering,
Purdue University

Dr. Akshay Ashok has 12 years of experience in air quality and climate work. He has specialized experience in the aviation sector, having studied the environmental impacts of aviation at local, regional, and global scales. Akshay strives to enhance the sustainability of the transportation sector through quantifying impacts (e.g., air quality, human health, climate), developing and implementing strategies towards pollution reduction and decarbonization, and informing policy makers. During his graduate studies and post-doctoral research at MIT, Akshay performed novel research on quantifying the environmental impacts of air transport and aviation.

Akshay has managed projects that aimed at creating more sustainable businesses and systems, focusing on decarbonizing our transportation sector, reducing air pollution and health impacts from industry and new development, and helping shape and navigate the complex environmental regulatory landscape.

Representative Project Experience

John Wayne Airport (JWA), Environmental Consulting, Santa Ana, CA: Akshay prepared a climate action plan (CAP) for JWA that identifies the airport's greenhouse gas (GHG) reduction goals and GHG emission reduction measures to achieve its goals. He led the development of the air quality improvement program for JWA to support the Memorandum of Understanding (MOU) with the South Coast Air Quality Management District to reduce nitrogen oxide and volatile organic compound emissions. Akshay managed the implementation of the MOU, including tracking ground support equipment electrification, associated infrastructure needs, and technology options available to airlines. He prepared a health risk assessment in support of the environmental impact report for JWA's General Aviation Improvement Program.

Airport Carbon Accreditation (ACA): Akshay managed projects involving the preparation and verification of GHG emission inventories for five airports under the ACA scheme. The inventory preparation involved a detailed understanding of various GHG emission sources at airports, while the verification process included review of source and emission factor data.

Yamuna International Airport (YIAPL), Sustainability Consulting Services, New Delhi, India: Akshay led the technical development of a feasibility assessment report to evaluate zero-emission concepts to achieve net-zero impact at the Greenfield Noida International Airport. The work is part of a broader effort to ensure the effective implementation of the mitigation measures and environmental management plan during construction and operation phases of the airport.

Dallas Fort Worth International Airport (DFW), Sustainability Consulting Services, Dallas, TX: Akshay provided on-call sustainability services including the development of a sustainability management plan for DFW. This included various tasks such as researching digital twin concepts, electrification of ground support equipment and reviewing ramp cleaning procedures.



Education

BS, Environmental Engineering,
California State University, San
Luis Obispo

AS, Engineering, Santa Barbara
City College

AS, Physics, Santa Barbara City
College

AS, Mathematics, Santa Barbara
City College

AA, Liberal Arts

Registrations, Certifications, Licenses

Envision Sustainability
Professional (ENV SP)

Professional Affiliations

Solid Waste Association of North
America (SWANA)

Society of Women Engineers
(SWE)

Ady Trujillo is a staff professional at Polytechnique Environmental, Inc. During her studies to become an environmental engineer, Ady worked as a laboratory technician at California Polytechnic State University, San Luis Obispo, aiding research funded by the U.S. Department of Energy to explore the use of algae in the removal of phosphorus and nitrogen from wastewater. She performed microscopy and total suspended solids testing methods as well as data analysis and quality control of biohazardous samples and wastes during this project. Ady was also a participant in a NASA Community College Aerospace Scholar (NCAS) course, working on a project that focused on the design of a self-sustaining habitat systems component to support deep space travel. In addition, Ady lead the design and build of a mock Mars rover as part of a team of eight for a 2-day competition using a Lego Mindstorms EV3 programming kit.

During previous employments, Ady served as an integral team member in strategizing, executing, and maintaining a new quality control laboratory for a biotechnology company in South San Francisco. She also provided support for data management practices, purchase ordering, environmental health and safety, technical writing, and the soldering and tooling of components for nanoIR spectroscopy systems.

Ady is committed to helping clients develop and achieve their sustainability goals. She offers support through active involvement, partnership, and education. Ady wishes to share her enthusiasm for an environmentally responsible future and collaborate with others to support environmental justice for vulnerable and disadvantaged communities.

Representative Project Experience

John Wayne Airport (JWA), On-Call Environmental Program Support, Costa Mesa/Santa Ana, California (2022–present): Ady provides in-house support for JWA, including working with airport staff to implement sustainability initiatives; reviewing and updating the airport's climate action plan; ensuring mitigation and monitoring compliance; and updating environmental components of contracts and leases. She currently assists JWA with waste management support services in line with its current sustainability initiatives as well as with review of tenant plans for CALGreen compliance and Envision certification. Ady also generates summary reports of utility usage such as electricity, water, natural gas, and waste for JWA using the online platform EnergyCAP, which tracks utility demand on site. She translates this data graphically to compare trends between current and historic utility use, identifying areas for improvement in the sustainability program.

Long Beach Airport (LGB), In-House Sustainability Support, Long Beach, California (2022–present): Ady works as on-call environmental support for LGB and is a member of the sustainability committee. She helps improve recycling and organic waste diversion, and identify areas for improvement. Ady performs research regarding grant programs and the use of alternative energy sources such as hydrogen. She also supports the development of a sustainability action plan to strategize sustainability efforts and achieve LGB's short- and long-term environmental goals.

Los Angeles World Airports (LAWA), Report Writing Services, Los Angeles, California (2022): Ady provided services for a well abandonment project in accordance with Los Angeles Regional Water Quality Control Board requirements and the State of California Department of Water Resources Well Standards. Tasks included site visitation, composition of well diagram and site map graphics, and report writing.



Education

BA, Spanish Literature, University of California, Irvine

BA, Political Science, Minor in Management, University of California Irvine

Professional Affiliations

Society of American Military Engineers

Birgit Haissig has over 25 years of experience in editing and writing clear, concise text. She has exceptional communication, leadership, and management skills. Birgit has a keen ability to manage workload across several departments to ensure that deliverables consistently meet client deadlines. Her technical editing and organizational skills focus on efficiency and accuracy. As a member of Polytechnique Environmental, Inc. (Polytechnique), Birgit has direct experience with editing and polishing written deliverables and understands clients' expectations. Internal projects she has worked on include a company style guide and templates, a document scheduling tool, a deliverable quality review checklist, marketing materials and proposals, and employee training of company document standards.

Representative Project Experience

Birgit is responsible for the technical editing of Polytechnique deliverables for the following airport clients. She reviews documents for grammatical and technical errors, content flow, argument strengths, client standards, and general formatting.

- **Long Beach Airport (LGB), On-Call Environmental Services, Long Beach, CA (2019–present)**
- **Los Angeles World Airports Airport (LAWA), Environmental Technical and Expert Consulting, Los Angeles, CA (2018–present)**
- **John Wayne Airport (JWA), On-Call Environmental Program Support, Santa Ana, CA (2018–present)**

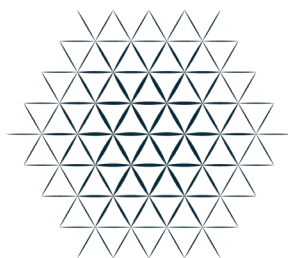
Orange County Transportation Authority (OCTA), Grant Writing and Application Services, Orange, CA (2022–present): Birgit completes quality control of grant applications and edits them prior to submission to OCTA for review. She also reviews and compiles data, supports application production, prepares tables and charts, and creates templates.

ExxonMobil Oil Corporation (ExxonMobil), Phase I/Phase II Site Investigations and Remediation, CA, TX, and LA (1993–2016): Birgit completed the following tasks while working on ExxonMobil projects:

- Managed quality assurance/quality control of document deliverables for 100+ projects, including text, figures, and spreadsheets while consistently receiving high marks for document quality and timely submittal on the client's consultant scorecards
- Directed and tracked the timely completion of client deliverables for 100+ projects across multiple departments while consistently meeting simultaneous reporting deadlines for 60+ environmental cases
- Edited a variety of documents in a fast-paced environment driven by regulatory agency and client mandated deadlines
- Regularly reprioritized workload based on the workflow of the various tasks while maintaining a very high standard of document quality
- Evaluated raw field data for remediation systems and reviewed calculation formulas for accuracy/regulatory compliance
- Translated documents from English to Spanish and Spanish to English

Appendix C

Fee Schedule



POLYTECHNIQUE
Environmental, Inc.

REQUEST FOR PROPOSALS ("RFP")

AIRPORT CARBON ACCREDITATION AND APPLICATION SUPPORT

HOLLYWOOD BURBANK AIRPORT PROJECT NUMBER NE22-02

ATTACHMENT B **FEE SCHEDULE**

The Fee Schedule prices shall include, without limitation, all costs and fees for providing services as described in Attachment A (Scope of Services and Program Description). Fee Schedule prices shall be indicated below for the 5-year period. Application Renewal Fee for years 2-5 is at the discretion of the Authority.

YEAR 1

Completion of all work associated with Tasks 1 – 3:

Lump Sum: \$ 34,720.00

YEARS 2 – 5

Level 2 renewal support, inventory update, management plan update and third-party verifier support.

Year 2 Fee: \$ 19,810.00 /year

Year 3 Fee: \$ 23,310.00 /year

Year 4 Fee: \$ 19,810.00 /year

Year 5 Fee: \$ 23,310.00 /year

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

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

Consultant Name: Polytechnique Environmental, Inc.

Authorized Signature: 

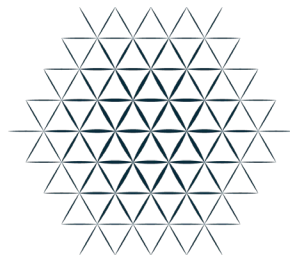
Name: Joohi Sood

Title: President

Date: 10/25/2022

Appendix D

Sample Insurance Certificates



POLYTECHNIQUE
Environmental, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549 | CONTACT NAME: The Certificate Team PHONE (A/C, No, Ext): E-MAIL: CertsDesignPro@AssuredPartners.com ADDRESS: | FAX (A/C, No): |
| INSURED Polytechnique Environmental, Inc. 13337 South Street, #14 Cerritos CA 90703 | INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company INSURER B : Underwriters at Lloyd's, London INSURER C : Twin City Fire Insurance Company INSURER D : INSURER E : INSURER F : | NAIC # 11000 32727 29459 |

License#: 6003745
POLYENV-01**COVERAGES****CERTIFICATE NUMBER:** 1497565148**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | 57SBWBI5889 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | 57SBWBI5889 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | 57WEGAA8E4L | 7/1/2022 | 7/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liability | | | ENP000024806 | 7/1/2022 | 7/1/2023 | Per Claim Aggregate Limit \$1,000,000 \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.
For proposal purposes only

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

***Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|---|---------------|
| PRODUCER Ken Donaldson Insurance Agency, Inc. 6108 Venice Boulevard Los Angeles, CA 90034 License #: 0E05617 | CONTACT NAME: Marco Olivas | FAX (A/C, No): (310)451-4768 | |
| | PHONE (A/C, No, Ext): (310)451-4943 | E-MAIL ADDRESS: Marco@Autoagency.com | |
| INSURED Polytechnique Environmental, Inc Joohi R Sood 13337 South St # 144 Cerritos, CA 90703-7308 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: California Automobile Insurance Company | | 38342 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER: 00004588-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BA040000027944 | 07/01/2022 | 07/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Verification of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(MAR)



3697 Mt. Diablo Blvd., Ste 230
Lafayette, CA 94549
assuredpartners.com

October 21, 2022

Polytechnique Environmental, Inc.
13337 South Street, #144
Cerritos, CA 90703

Re: Burbank-Glendale-Pasadena Airport Authority
Hollywood Burbank Airport
Airport Carbon Accreditation – Level 2 and Application Support
Project #NE22-02

To Whom it May Concern:

Please be informed that cyber liability coverage as set forth in Exhibit C, Insurance Requirements, is available as follows should Polytechnique Environmental, Inc. be selected:

Policy limit: \$2,000,000

Deductible: \$2,500

Carrier: Lloyds of London, rated A ("Excellent") by A.M. Best Company

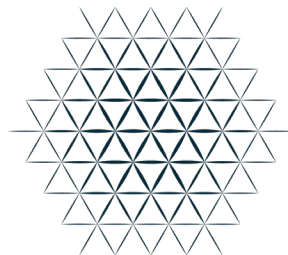
Sincerely,

A handwritten signature in black ink, appearing to read 'Jo Lusk', with a long, sweeping horizontal line extending to the right.

Jo Lusk
Account Representative
Jo.lusk@assuredpartners.com

Appendix E

Signed RFP Amendments



POLYTECHNIQUE
Environmental, Inc.

NOTICE TO ALL POTENTIAL RESPONDENTS

Included below are addendum items, which shall be incorporated into the plans, specifications, and requirements of the above referenced Request for Proposals ("RFP"). The information and changes reflected in this addendum shall be considered as part of the original documents, as if originally provided therein; and as such shall be used as a part of the contract documents. Respondents must acknowledge receipt of this addendum with their Proposals. Omission of that acknowledgement may be used as grounds to find the Proposal unresponsive.

Addendum No. 1

Q1: Can the respondent's team include subcontractors?


A1: Yes, this project allows bidders to hire subcontractors.

SCHEDULE CHANGE:

- QA Period Cutoff has been extended to **October 18, 2022 at 2:00pm**

END OF ADDENDUM NO. 1

Acknowledgement is hereby made of receipt and incorporation of Addendum No. 1 into the referenced RFP N22-02 and related proposal submission.

Signature:  Date: 10/20/2022
Authorized Representative

Name/Title: Joochi R. Sood/President

Firm Name: Polytechnique Environmental, Inc.

NOTICE TO ALL POTENTIAL RESPONDENTS

Included below are addendum items, which shall be incorporated into the plans, specifications, and requirements of the above referenced Request for Proposals ("RFP"). The information and changes reflected in this addendum shall be considered as part of the original documents, as if originally provided therein; and as such shall be used as a part of the contract documents. Respondents must acknowledge receipt of this addendum with their Proposals. Omission of that acknowledgement may be used as grounds to find the Proposal unresponsive.

Addendum No. 2

Q1: Please confirm that the proposed cost does not include the cost of contracting with a third-party verifier and does include the level of effort to support BUR through the third-party verification process.

A1: The proposed cost DOES NOT include the cost of contracting with a third-party verifier, the third party will be hired separately. The price DOES include the level of effort to support BUR through the third-party verification process.

Q2: Does the page count include the company profile/references document (Attachment D)?

A2: The company profile/ references are excluded from the page count.

Q3: Is cyber liability insurance required for proposers prior to selection or can it be put in place at the time of contract award?

A3: Respondent shall provide a sample certificate of insurance which accurately represents and verifies that the required insurance coverage will be met. The requirements are listed in Section IX of Attachment C – Services Agreement.

Q4: Does the airport have historical data for the contractor to prepare multiple years' greenhouse gas inventories to calculate a three-year rolling average? How many years?

A4: No, we do not have existing historical data

Q5: Has the airport ever prepared/had prepared a greenhouse gas inventory?

A5: No

Q6: The contractor assumes that a Level 2 renewal application would be necessary for years 2-5, and thus verification, and support for verification, would occur in years 1, 3, and 5. Is this correct, or would the airport be contracting for verification more frequently – on an annual basis?

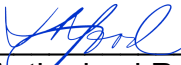
A6: The assumption is correct for the 5 year period

Q7: The RFP (Request for Proposal) states that third-party verification is not included in the scope of work. The list of deliverables in Attachment A –Scope of Work includes “Third-party verifier options.” Is the Airport looking for a list of potential verifiers? If not, please explain what is meant by verifier options.

A7: The third-party verification will be a separate contract and it is not included with in this RFP. Yes, the Airport will be looking for third-party verifier options and recommendations that are approved by ACA.

END OF ADDENDUM NO. 2

Acknowledgement is hereby made of receipt and incorporation of Addendum No. 2 into the referenced RFP N22-02 and related proposal submission.

Signature:  Date: 10/21/2022
Authorized Representative

Name/Title: Joohi R. Sood/President

Firm Name: Polytechnique Environmental, Inc.

NOTICE TO ALL POTENTIAL RESPONDENTS

Included below are addendum items, which shall be incorporated into the plans, specifications, and requirements of the above referenced Request for Proposals ("RFP"). The information and changes reflected in this addendum shall be considered as part of the original documents, as if originally provided therein; and as such shall be used as a part of the contract documents. Respondents must acknowledge receipt of this addendum with their Proposals. Omission of that acknowledgement may be used as grounds to find the Proposal unresponsive.

Addendum No. 3

Q1: Is there an incumbent for this work?

A1: No.

Q2: We understand from the Scope of Services that this scope includes Level 2 accreditation (2023) as well as Level 2 Renewal. However, it is not clear from list of tasks that we need to do renewal more than once. Are we scoping/budgeting for four renewals? Attachment B lists five annual fees.

A2: Renewals must be done for the full term of the contract, or until the Airport decides to pursue Level 3, whichever is shorter.

Q3: Are Year 2-5 annual fees on a T&M basis or also need to be lump sum?

A3: Years 2 – 5 are on a T&M basis

Q4: Can you confirm the cost of a verifier will be budgeted separately?

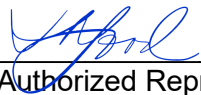
A4: Yes, The cost of a verifier will be budgeted separately

Q5: Can you confirm if any in person meetings will be required for this scope?

A5: Yes, there will be in person meetings after the contract has been awarded to update staff and or commissioners on the program and progress. We will keep the first year to a max of 4 in person meetings and the following years to no more than 2 in person meetings. Other meetings will be held online.

END OF ADDENDUM NO. 3

Acknowledgement is hereby made of receipt and incorporation of Addendum No. 3 into the referenced RFP N22-02 and related proposal submission.

Signature:  Date: 10/21/2022
Authorized Representative

Name/Title: Joochi R. Sood/President

Firm Name: Polytechnique Environmental, Inc.



Burbank-Glendale-Pasadena Airport Authority

Addendum No. 1

RFP N22-02

AIRPORT CARBON ACCREDITATION - LEVEL 2 AND APPLICATION SUPPORT
HOLLYWOOD BURBANK AIRPORT

DATE: October 13,2022

NOTICE TO ALL POTENTIAL RESPONDENTS

Included below are addendum items, which shall be incorporated into the plans, specifications, and requirements of the above referenced Request for Proposals ("RFP"). The information and changes reflected in this addendum shall be considered as part of the original documents, as if originally provided therein; and as such shall be used as a part of the contract documents. Respondents must acknowledge receipt of this addendum with their Proposals. Omission of that acknowledgement may be used as grounds to find the Proposal unresponsive.

Addendum No. 1

Q1: Can the respondent's team include subcontractors?

A1: Yes, this project allows bidders to hire subcontractors.

SCHEDULE CHANGE:

- QA Period Cutoff has been extended to **October 18, 2022 at 2:00pm**

END OF ADDENDUM NO. 1

Acknowledgement is hereby made of receipt and incorporation of Addendum No. 1 into the referenced RFP N22-02 and related proposal submission.

Signature: _____ Date: _____
Authorized Representative

Name/Title: _____

Firm Name: _____



Burbank-Glendale-Pasadena Airport Authority

Addendum No. 2

RFP N22-02

AIRPORT CARBON ACCREDITATION - LEVEL 2 AND APPLICATION SUPPORT
HOLLYWOOD BURBANK AIRPORT

DATE: October 24,2022

NOTICE TO ALL POTENTIAL RESPONDENTS

Included below are addendum items, which shall be incorporated into the plans, specifications, and requirements of the above referenced Request for Proposals ("RFP"). The information and changes reflected in this addendum shall be considered as part of the original documents, as if originally provided therein; and as such shall be used as a part of the contract documents. Respondents must acknowledge receipt of this addendum with their Proposals. Omission of that acknowledgement may be used as grounds to find the Proposal unresponsive.

Addendum No. 2

Q1: Please confirm that the proposed cost does not include the cost of contracting with a third-party verifier and does include the level of effort to support BUR through the third-party verification process.

A1: The proposed cost DOES NOT include the cost of contracting with a third-party verifier, the third party will be hired separately. The price DOES include the level of effort to support BUR through the third-party verification process.

Q2: Does the page count include the company profile/references document (Attachment D)?

A2: The company profile/ references are excluded from the page count.

Q3: Is cyber liability insurance required for proposers prior to selection or can it be put in place at the time of contract award?

A3: Respondent shall provide a sample certificate of insurance which accurately represents and verifies that the required insurance coverage will be met. The requirements are listed in Section IX of Attachment C – Services Agreement.

Q4: Does the airport have historical data for the contractor to prepare multiple years' greenhouse gas inventories to calculate a three-year rolling average? How many years?

A4: No, we do not have existing historical data

Q5: Has the airport ever prepared/had prepared a greenhouse gas inventory?

A5: No

Q6: The contractor assumes that a Level 2 renewal application would be necessary for years 2-5, and thus verification, and support for verification, would occur in years 1, 3, and 5. Is this correct, or would the airport be contracting for verification more frequently – on an annual basis?

A6: The assumption is correct for the 5-year period.

Q7: The RFP (Request for Proposal) states that third-party verification is not included in the scope of work. The list of deliverables in Attachment A –Scope of Work includes “Third-party verifier options.” Is the Airport looking for a list of potential verifiers? If not, please explain what is meant by verifier options.

A7: The third-party verification will be a separate contract and it is not included with in this RFP. Yes, the Airport will be looking for third-party verifier options and recommendations that are approved by ACA.

Q8: Is there an incumbent for this work?

A8: No

Q9: We understand from the Scope of Services that this scope includes Level 2 accreditation (2023) as well as Level 2 Renewal. However, it is not clear from list of tasks that we need to do renewal more than once. Are we scoping/budgeting for four renewals? Attachment B lists five annual fees.

A9: Renewals must be done for the full term of the contract, or until the Airport decides to pursue Level 3, whichever is shorter.

Q10: Are Year 2-5 annual fees on a T&M basis or also need to be lump sum?

A10: Years 2 – 5 are on a T&M basis

Q11: Can you confirm the cost of a verifier will be budgeted separately?

A11: Yes, The cost of a verifier will be budgeted separately

Q12: Can you confirm if any in person meetings will be required for this scope?

A12: Yes, there will be in person meetings after the contract has been awarded to update staff and or commissioners on the program and progress. We will keep the first year to a max of 4 in person meetings and the following years to no more than 2 in person meetings. Other meetings will be held online.

SCHEDULE CHANGE:

- Proposals due on has been extended to **October 27, 2022 at 12:00pm**

END OF ADDENDUM NO. 2

Acknowledgement is hereby made of receipt and incorporation of Addendum No. 2 into the referenced RFP N22-02 and related proposal submission.

Signature: _____ Date: _____
Authorized Representative

Name/Title: _____

Firm Name: _____



Burbank-Glendale-Pasadena Airport Authority

Addendum No. 3

RFP N22-02

AIRPORT CARBON ACCREDITATION - LEVEL 2 AND APPLICATION SUPPORT
HOLLYWOOD BURBANK AIRPORT

DATE: October 19,2022

NOTICE TO ALL POTENTIAL RESPONDENTS

Included below are addendum items, which shall be incorporated into the plans, specifications, and requirements of the above referenced Request for Proposals ("RFP"). The information and changes reflected in this addendum shall be considered as part of the original documents, as if originally provided therein; and as such shall be used as a part of the contract documents. Respondents must acknowledge receipt of this addendum with their Proposals. Omission of that acknowledgement may be used as grounds to find the Proposal unresponsive.

Addendum No. 3

Q1: Is there an incumbent for this work?

A1: No.

Q2: We understand from the Scope of Services that this scope includes Level 2 accreditation (2023) as well as Level 2 Renewal. However, it is not clear from list of tasks that we need to do renewal more than once. Are we scoping/budgeting for four renewals? Attachment B lists five annual fees.

A2: Renewals must be done for the full term of the contract, at the discretion of the Authority or until the Airport decides to pursue Level 3, whichever is shorter.

Q3: Are Year 2-5 annual fees on a T&M basis or also need to be lump sum?

A3: Years 2 – 5 are on a T&M basis

Q4: Can you confirm the cost of a verifier will be budgeted separately?

A4: Yes, The cost of a verifier will be budgeted separately

Q5: Can you confirm if any in person meetings will be required for this scope?

A5: Yes, there will be in person meetings after the contract has been awarded to update staff and or commissioners on the program and progress. We will keep the first year to a max of 5 in person meetings and the following years to no more than 3 in person meetings. Other meetings will be held online.

END OF ADDENDUM NO. 3

Acknowledgement is hereby made of receipt and incorporation of Addendum No. 3 into the referenced RFP N22-02 and related proposal submission.

Signature: _____ Date: _____
Authorized Representative

Name/Title: _____

Firm Name: _____

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
BURBANK- GLENDALE-PASADENA AIRPORT AUTHORITY
AND ORRICK, HERRINGTON & SUTCLIFFE LLP**

**WORK ORDER NUMBER 1
(HOURLY AND FIXED FEES)**

Scope of Services: Orrick, Herrington & Sutcliffe LLP (“Consultant”) shall provide bond counsel, disclosure counsel services, and other legal service as may be requested, associated with financing the planning, acquisition, construction and improvement of a replacement passenger terminal for the Bob Hope Airport, commonly known as the Hollywood Burbank Airport (the “Project”), using revenues, proceeds from bonds, including any interim financing obligations, (the “Bonds”), to be issued by the Burbank-Glendale-Pasadena Airport Authority (the “Authority”), or other borrowings such as those that may be available from the Federal Government such as TIFIA loans, loans from the Build America Bureau, or other available Federal programs (“Federal Loans”), and/or other funds. Consultant’s services shall be rendered in two phases that may overlap, one relating to the Bonds (the “Bond Services” which includes bond counsel services and disclosure counsel services) and the other relating to the Federal Loans (the “Federal Loan Services”). All the Bond Services and the Federal Loan Services (collectively, the “Services”) will be done in accordance with the terms of the Professional Services Agreement (the “PSA”) between the Authority and Consultant, a copy of which is attached hereto. In addition, Consultant will provide such other legal services that may be requested by the Authority relating to the Project.

Basis of Compensation: All Services covered by this Work Order shall be performed for the applicable fees set forth in Exhibit B to the PSA.

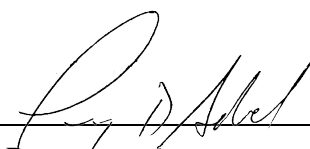
Services to Be Provided:

1. Scope of Services set forth in Exhibits A and C to the PSA.

Direction to Proceed: Consultant shall commence performance of the Services upon receipt of this approved Work Order and shall perform the Services in accordance with a schedule approved by the Contract Administrator. This Work Order is issued under and in accordance with the terms of the PSA.

**ORRICK HERRINGTON & SUTCLIFFE
LLP**

**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY**

By:  _____

By: _____

Title: Partner _____

Title: _____

Date: November 17, 2022 _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is dated as of _____, 2022, for reference purposes and is made by and between the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a joint powers agency formed pursuant to the Joint Exercise of Powers Act, and Orrick, Herrington & Sutcliffe LLP (“Consultant”).

RECITALS

A. The Authority operates the Bob Hope Airport (commonly known as the Hollywood Burbank Airport) and desires to retain Consultant as an independent contractor to provide the professional services set forth in the attached Exhibits A and C.

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

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply:

A. “Agreement”: this professional services agreement and the attached Standard Terms of Engagement. The term “Engagement Letter” as used in the Standard Terms of Engagement shall mean this Agreement.

B. “Airport”: Bob Hope Airport.

C. “Bonds”: revenue bonds to be issued by the Authority, including any interim borrowings, for the Project.

D. “Bond Services”: bond counsel services and disclosure counsel services related to the Bonds. The Bond Services are more specifically described in Exhibits A and C.

E. “Commencement Date”: as of _____, 2022.

F. “Contract Administrator”: the Senior Deputy Executive Director of the Authority or a duly authorized designee.

G. “Executive Director”: the Executive Director of the Authority or a duly authorized designee.

H. “Expiration Date”: The later of the date the Bonds are issued, or the Federal Loans are closed, or other termination of this Agreement pursuant to the provisions hereof.

I. “Federal Loans”: TIFIA loans, loans from the Build America Bureau, or other available Federal programs.

J. “Federal Loan Services”: legal services related to the Authority’s applications for any, and all, Federal loans for the Project. The Federal Loan Services are more specifically described in Exhibit A.

K. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

L. “Project”: planning, acquisition, construction, and improvement of a replacement passenger terminal for the Airport.

M. “Services”: Bond Services and Federal Loan Services set forth in Exhibits A and C.

N. “Standard Terms of Engagement”: the engagement terms set forth in Exhibit C.

O. “TBI”: TBI Airport Management, USA.

P. “Work Order”: a written work order for an assignment to be performed by Consultant under this Agreement.

2. Consultant’s Services.

A. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in Exhibits A and C.

B. The Services shall be performed in a timely, regular basis in accordance with Exhibits A and C, and with the instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall refer any decisions that must be made by the Authority to the Contract Administrator.

3. Term. This Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless earlier terminated pursuant to Section 10.

4. Compensation.

A. Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its Services pursuant to this Agreement, payment according to the fee schedule set forth in Exhibit B.

B. Consultant shall submit invoices to the Authority as follows: (i) monthly for Federal Loan Services; and (ii) upon issuance of the Bonds, or at the time of the abandonment of the Project or the Bonds, or earlier termination of this Agreement for Bond Counsel Services. Invoices shall itemize the Services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within thirty (30) calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold

applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain, as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it is in any manner an employee of the Authority.

6. Work Product Ownership. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without restriction or limitation upon use or dissemination by the Authority. Consultant shall have no responsibility or liability for the use by the Authority of any documents or other written material prepared by Consultant hereunder which is used by the Authority after the termination of this Agreement other than in connection with Bonds or the Federal Loans.

7. Confidentiality. Except for disclosures in connection with the offering and sale of the Bonds and except as set forth in the Standard Terms of Engagement, Consultant shall preserve the confidentiality of all data, documents, discussion, or other information that is developed or received by it or that is provided for performance of this Agreement and Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at the expiration or termination of this Agreement. Consultant's covenant under this section shall survive the expiration or termination of this Agreement.

8. Conflict of Interest. Except as set forth in the Standard Terms of Engagement, Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

9. Insurance.

A. Consultant shall cause the Authority to be an additional insured under Consultant's General Liability Insurance policy. The insurance coverage shall apply to Consultant's actions on the Authority's behalf that are directly related to operation of the Airport that cause third party bodily injury, property damage or both. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. The policy shall contain, or shall be endorsed to contain the following provisions:

1. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance.

2. Any insurance or self-insurance maintained by the Authority shall be excess of Consultant's coverage and shall not contribute with it.

B. Consultant shall maintain, at its expense, an Errors and Omissions insurance policy.

C. Acceptability of Insurers. Insurance is to be placed with insurance with a current A.M. Best's rating of no less than A, unless waived by the Contract Administrator.

10. Termination/Suspension. This Agreement may be terminated as provided in the Standard Terms of Engagement. The Contract Administrator may suspend all or any part of the services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

11. 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.

Authority:

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: John T. Hatanaka,
Title: Senior Deputy Executive Director
E-mail: JHATANAKA@bur.org

Consultant:

Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, Suite 3200
Los Angeles, CA 90017
Attn: Larry Sobel
Title: Partner
E-mail: lsobel@orrick.com

12. Assignability. Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent except to a successor partnership or corporation to which all or substantially all of the assets and operations of Consultant are transferred. The Authority may assign its rights and obligations hereunder to (but only to) any other public entity that issues the Bonds or enters into a Federal Loan (if not the Authority). The Authority shall not otherwise assign its rights and obligations hereunder without written consent of Consultant. All references to Consultant and the Authority herein shall be deemed to refer to any such successor or assignee of Consultant and to any such assignee of the Authority and shall bind and inure to the benefit of such successor and assignee whether so expressed or not. Any attempt by the Authority or Consultant to otherwise assign, transfer or subcontract any rights, duties or obligations hereunder shall be void.

13. Litigation. If either party shall commence legal action to enforce or interpret the provisions of 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.

14. Exhibits. The attached Exhibits A through C are incorporated in this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any Exhibit, the provisions of this Agreement shall prevail.

15. Incorporation of Work Orders. Executed Work 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 Work Order, the provisions of this Agreement shall prevail.

16. Entire Agreement. This Agreement (including the attached Exhibits and Worker Orders) represents the entire and integrated contract between Authority and Consultant with respect to the subject matter hereof. This Agreement supersedes all prior oral or written negotiations, representations, and contracts with respect to the subject matter hereof. 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. This Agreement may be executed in counterparts, and an electronically transmitted signature shall be deemed to be the legal equivalent of an original signature.

17. Reliance on Documents and Opinions. In rendering opinions and performing services under this Agreement, Consultant shall be entitled to rely on the accuracy of information provided by and certifications made by, and opinions provided by counsel to, the Authority and other parties, without independent investigation or verification.

18. Limitations on Services. Services under this Agreement do not include any financial advice or analysis. Consultant will not be responsible for the services performed or acts or omissions of any other participant in the Bond or Federal Loan financings. Also, Consultant services in connection with the issuance of the Bonds or execution of a Federal Loan will not extend past the date of issuance or execution thereof (unless so requested by the Authority and accepted by Consultant) and will not, for example, include services related to rebate compliance or continuing disclosure (although Consultant is available to provide either, both or other such services under separate agreement with the Authority) or otherwise related to the Bonds, Bond proceeds, Federal Loans, or the facilities financed with Bond or Federal Loan proceeds after the issuance of the Bonds or execution of a Federal Loan. The Authority acknowledges that this Agreement (including the attached Standard Terms of Engagement) have been carefully reviewed and their content understood and that the Authority agrees to be bound by all the terms and conditions and represents that the person signing below has been authorized to do so on behalf of the Authority. Furthermore, the Authority acknowledges that Consultant has made no representations or guarantees to the Authority regarding the successful issuance of the Bonds, the tax status of interest on the Bonds or the time necessary to complete the issuance of the Bonds.

19. Nature of Engagement; Relationships With Other Parties. See Standard Terms of Engagement.

20. Limitation of Rights to Parties; Successor and Assigns. Nothing in this Agreement or in any of the documents contemplated hereby, expressed, or implied, is intended or shall be construed to give any person other than the Authority and Consultant any legal or equitable right

or claim hereunder or in respect hereof, and this Agreement shall inure to the sole and exclusive benefit of the Authority and Consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

AUTHORITY

Burbank-Glendale-Pasadena Airport Authority

By:  _____

Title: Partner _____

Date: November 17, 2022 _____

CONSULTANT

Orrick, Herrington & Sutcliffe LLP

By: _____

Title: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Consultant's Services to the Authority in this transaction will consist of: (i) for the Bond Services, the customary bond counsel services and the customary disclosure counsel services described in the Standard Terms of Engagement; and (ii) for the Federal Loan Services, the following additional services to the Authority:

1. Draft resolution and other necessary debt instruments related to the Federal Loans.
2. Provide Consultant's standard form of bond counsel opinion related to the Federal Loans.

EXHIBIT B FEE SCHEDULE

For the Bond and Disclosure Counsel Services described in Exhibit A, Consultant shall be paid a fee to be mutually acceptable to both Consultant and the Authority. The Parties recognize that it is premature to determine an appropriate Bond and/or Disclosure Counsel Fee at this time given the uncertainties of the optimal financing structures, availability of Federal Loans or other funding sources. At, or around the pricing of the Bonds, the Parties will negotiate, in good faith, to determine the fees, and expenses, to be paid to Consultant for Bond and/or Disclosure Counsel Services. It is expected that the fee for Bond and/or Disclosure Counsel Services will be a fixed fee subject, to a mutually acceptable increase in the event there is a significant delay in the issuance of the Bonds, a change in the structure for the Bonds not contemplated at the time the fee is negotiated or the Bond or Disclosure counsel services entail substantially more hours than contemplated as a result of excessive meetings or other commitments for documents not prepared by Consultant. The fixed fee will include expenses incurred in connection the bond and disclosure counsel services other than extraordinary expenses such as filing and publication fees, couriers, travel outside the Los Angeles area undertaken at the request of the Authority, or any transcript costs (other than providing access to the Authority to the electronic closing room).

For legal services relating to the Federal Loans, and any other legal services requested by the Authority and performed by Consultant, Consultant shall be: (i) paid a fee at 85% of its standard hourly rates in effect from time to time, and (ii) reimbursed for any expenses such as filing and publication fees, couriers, travel outside the Los Angeles area undertaken at the request of the Authority. It is expected that such fees and expenses will be paid out of proceeds of the Bonds at closing.

Once work on the Bonds has commenced and the Authority terminates this Agreement before closing, the Authority shall, within 30 days of receipt of Consultant's invoice, pay all undisputed amounts.

At the execution of the Agreement, the hourly rates for the attorneys assigned to work on the Federal Loan Services are as follows:

Larry Sobel

Jenna Magan

EXHIBIT C
STANDARD TERMS OF ENGAGEMENT
(Bond Counsel and/or Disclosure Counsel)

For purposes of this Exhibit, the following definitions apply. “Engagement Letter” means the Agreement to which this Exhibit C is attached. “Issuer” means the Burbank-Glendale-Pasadena Airport Authority. “Orrick” means Orrick, Herrington & Sutcliffe LLP.

Except as modified in writing by the Engagement Letter or in another agreement signed by the Issuer and Orrick, the following provisions shall apply to the relationship between Orrick and the Issuer. As used herein, the term “Bonds” refer to the Bonds and/or the Federal Loans, as they are defined in the Engagement Letter.

1. Issuer

Orrick’s engagement is only on behalf of the Issuer. In performing the services set forth in the Engagement Letter, Orrick will act as special counsel to the Issuer with respect to issuance of the Bonds; Orrick will assist the Issuer’s counsel in representing the Issuer with respect to the Bonds in a manner consistent with Orrick’s role set forth in the Engagement Letter. Orrick’s representation of the Issuer does not encompass any governing board member, officer, or employee of the Issuer; any agency, department, or office part of or affiliated with the Issuer; or any other person or entity affiliated with the Issuer. If any of these persons or entities require the services of counsel in connection with the Bonds, Orrick would be pleased to discuss whether Orrick might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on Orrick’s review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Issuer and from those seeking such additional representation.

2. Scope of Engagement

The scope of Orrick’s representation of the Issuer is limited to the specific services identified in the Engagement Letter and such additional matters as the Issuer and Orrick may in their mutual discretion agree to in writing from time to time. In each case, Orrick’s agreement to any expansion of the scope of its representation of the Issuer will be subject, among other things, to such additional conflict checks, waivers, approvals, and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances and may be conditioned upon such fee adjustments or retainers as Orrick may require. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Issuer entered in connection with such expansion of the scope of Orrick’s representation, the agreement reflected in these Standard Terms of Engagement and in the Engagement Letter, applies to Orrick’s current representation of the Issuer. In the absence of a separate agreement, Orrick’s services will not extend to other business or legal affairs of the Issuer or to any other aspect of the Issuer’s activities. Orrick’s receipt or use of confidential or other information from the Issuer or others during the representation described in the Engagement Letter does not mean that Orrick will render any advice or services other than those described in the Engagement Letter.

The parties agree that Orrick is not acting in a staff capacity or otherwise assuming the responsibilities for any public official currently designated in the Issuer's conflict of interest code. The parties also agree that Orrick is not being retained to, has no duty to, and will not, advise the Issuer in the Issuer's decisions (except for advice pertaining to the effect on the validity of the Bonds or the tax-exempt status thereof under applicable State and Federal Tax law) as to (a) whether the Issuer should issue the Bonds, (b) the principal amount, interest rate or other pricing terms of the Bonds, (c) what project(s) is/are to be financed or refinanced through the issuance of the Bonds (the "Project"), (d) whether the Issuer should enter into contracts related to the possible issuance of the Bonds or (e) the financial terms to be included in the Bonds and/or any such contracts (collectively, the "Governmental Decisions"). Instead, Orrick is being retained to advise and to render opinions as to the validity of, or other legal matters respecting, the issuance or sale of the Bonds the Issuer determines to issue and certain contracts the Issuer determines to enter into in connection with the Bonds, as set forth in the Engagement Letter. The parties also agree that Orrick is not being retained, and has no duty, to provide financial advice of any kind to the Issuer in connection with the foregoing. The Issuer, through its governing board, staff, and independent legal counsel, will be exercising its independent judgment regarding the Governmental Decisions. The Issuer acknowledges that Orrick has not been involved with the preliminary discussions, evaluation, planning, drawing of plans and specifications and solicitation of bids related to the Project.

Customary Bond Counsel Services

When Orrick's role is Bond Counsel, Orrick shall perform the following legal services to the Issuer:

- (1) Analysis of eligibility of the Project under state law and for interest on the Bonds to be excluded from gross income for federal income tax purposes.
- (2) Consultation with representatives of the Issuer, Issuer's counsel, and any financial advisor or underwriters, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
- (3) Preparation of the resolution of the governing board of the Issuer approving the issuance and sale of the Bonds and the documents to be adopted or entered into by the Issuer required for the issuance of the Bonds, including the bond resolution or the indenture of trust or trust agreement between the Issuer and a trustee (or, if applicable, the supplement to an existing bond resolution, indenture or trust agreement) (the "Major Legal Documents").
- (4) If the Bonds are to be sold through a competitive sale, preparation of the official notice of sale and the notice of intention to sell.
- (5) In the case of a refunding, preparation of the refunding escrow agreement.
- (6) Preparation of summaries of the Major Legal Documents included in the official statement for the Bonds (the "Official Statement").
- (7) Participation in such meetings of the Issuer and working group meetings or conference calls as the Issuer may request.

(8) Preparation of final closing papers to be executed by Issuer required to effect delivery of the Bonds (including the Tax Agreement).

(9) Rendering of Orrick's customary form of final legal opinion to the Issuer on the validity of the Bonds and the tax-exempt status of interest thereon, and, if required by the underwriters of the Bonds, Orrick's customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in the Official Statement of the Major Legal Documents and the tax portion of said final legal opinion and certain other matters and, in the case of a refunding, Orrick's customary form of defeasance opinion.

(10) Providing, in electronic form, closing transcripts.

Limitations

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services do not include representation of the Issuer or any other party in any litigation or other legal or administrative proceeding, audit or investigation involving the Bonds or any use or investment of the proceeds thereof, or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content of any Official Statement or other disclosure document or presentation (other than preparation of a summary of the Major Legal Documents and of the portion of the opinion to be rendered by Bond Counsel concerning certain tax matters) or any rating agency or investor presentation or the preparation of any credit enhancement agreement, investment agreement or swap agreement. Bond Counsel services also do not include any responsibility for compliance with any environmental, land use, procurement, real estate, construction, insurance or (except as required for tax exemption of the Bonds) tax laws or for title to, recording, filing or perfection or continuation of any liens or security interests in real or personal property. It is not the role or responsibility of Bond Counsel to assure that the interests of any parties other than the Issuer are addressed or that any conditions to closing the transaction, other than as necessary in Bond Counsel's judgment to render the legal opinions delivered by Bond Counsel, have been satisfied or addressed. Neither Bond Counsel's role in the Bond closing nor Bond Counsel's provision of closing transcripts shall imply the completeness or adequacy of any items included in the closing transcript for any purpose other than as expressly addressed in the legal opinions delivered by Bond Counsel. Bond Counsel services are limited to legal advice and do not include any financial advice or analysis, including advice concerning whether to issue the Bonds, or adopt any Bond related resolutions or enter into any Bond related agreements. Bond Counsel services do not extend past the date of issuance of the Bonds and do not, for example, include services related to rebate or other post-issuance tax compliance, continuing disclosure, amendments to any of the Bond related documents, post-issuance investments, interest rate swaps or management contracts entered after the date of issuance of the Bonds, or redemption or defeasance of the Bonds. Any involvement by Bond Counsel in any of the matters referred to in this paragraph shall not constitute a waiver of any of the foregoing limitations on Bond Counsel's responsibilities unless otherwise agreed to in writing.

Customary Disclosure Counsel Services

When Orrick's role is Disclosure Counsel, Orrick shall perform the following legal services to the Issuer:

(1) Assistance in preparing a preliminary official statement (the “Preliminary Official Statement”) and a final official statement (the “Official Statement”) for the Bonds. Such assistance will consist of participation in conferences with the Issuer, the underwriters of the Bonds (the “Underwriters”), their respective counsel, the Issuer’s financial advisor and other relevant participants, assistance in the preparation of information about the Bonds, the Issuer and other material information and assistance in coordinating posting, printing or reproduction of the Preliminary Official Statement and the Official Statement, the cost of which shall be the responsibility of the Issuer.

(2) Rendering, in Orrick’s customary form, addressed only to the Issuer and the Underwriters, of a so-called “10b-5 letter” (subject to customary limitations and exclusions).

Unless Orrick is also bond counsel, the Issuer will rely upon, and Orrick will assume the accuracy of, the opinion of bond counsel with respect to the validity of the Bonds and the Bond documents, the federal and state tax-exempt status of interest on the Bonds, exemption from registration of the Bonds under applicable securities laws, and other matters customarily covered by opinions of bond counsel and counsel to other parties, and Orrick will not undertake any independent consideration thereof or have any other responsibility therefor. Bond counsel will also be responsible for preparing summaries of legal documents for inclusion in the Preliminary Official Statement and the Official Statement and giving an opinion as to the accuracy of the summaries of the legal documents and the Bonds and of Orrick’s tax opinion contained in the Official Statement.

In performing Disclosure Counsel services, in addition to relying on the opinions described above, Orrick will be entitled to rely on the accuracy and completeness of information provided and certifications made by the Issuer, the financial advisor, consultants, accountants, the underwriters, various counsel and other parties, without independent investigation or verification. While Orrick will undertake certain activities to provide the negative conclusion that constitutes the so-called “10b-5 letter”, such activities are inherently limited in character and in scope. They cannot and will not encompass all the activities an underwriter may be required to undertake to establish a due diligence or reasonable investigation defense (if available), and the securities laws do not permit an underwriter to delegate completely duties of due diligence or reasonable investigation it may have to counsel.

Limitations

Disclosure Counsel services will be limited to those specifically set forth above and, for example, will not include other services, including but not limited to matters relating to the mode or manner of dissemination of the official statement, the accuracy of any printing or posting of the official statement, registration or qualification of the Bonds under federal or state securities laws, derivative products, regulatory matters (such as compliance with FINRA or MSRB rules or other broker-dealer regulations) or independent investigation of prior compliance with continuing disclosure undertakings, and will not include preparation or review of any rating agency or investor presentation or representation in any litigation or other legal or administrative proceeding, audit or investigation involving the Official Statement, the Bonds, the Project or any related matter. Disclosure Counsel services do not include any financial advice or analysis. Disclosure Counsel services are limited to those described above and do not extend past the date of issuance of the

Bonds and do not, for example, include services related to any post-issuance amendment of or supplement to the Official Statement or to any continuing disclosure. Any involvement by Disclosure Counsel in any of the matters referred to in this paragraph shall not constitute a waiver of any of the foregoing limitations on Disclosure Counsel's responsibilities unless otherwise agreed to in writing.

3. Costs and Expenses

Unless otherwise provided in the Engagement Letter, the Issuer will pay Orrick for costs and expenses (direct and indirect) incurred in connection with the services set forth in the Engagement Letter, including (without limitation) filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcript and other similar expenses. Indirect costs, such as word processing, document reproduction and transcript costs, shall be payable at Orrick's standard cost recovery rates from time to time in effect.

Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by the Issuer, but if paid by Orrick on behalf of the Issuer, the Issuer shall reimburse Orrick for such costs upon demand.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of the Issuer (except in the case caused by the negligence or wrongdoing by Orrick), the Issuer agrees to pay Orrick for any resulting costs or expenses, including Orrick's time, even if Orrick's representation of the Issuer has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Issuer alleging negligence or wrongdoing by Orrick.

4. Waiver of Conflicts of Interest

Orrick's agreement to represent the Issuer is conditioned upon the understanding that Orrick is free to represent any clients (including entities that may be adverse to the Issuer) and to take positions adverse to either the Issuer or an affiliate in any matters (whether involving the same substantive area(s) of law for which the Issuer has retained Orrick or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise). Orrick agrees, however, to not represent any party other than the Issuer in connection with the Bond financing or the Project prior to the date of termination determined in accordance with Paragraph 8 hereof without the written consent of the Issuer. In this connection, the Issuer should be aware that Orrick regularly provides legal services for many private and public entities in connection with a wide variety of matters. (A summary of Orrick's current practice areas and the principal industries in which Orrick represents clients can be found on Orrick's web site at www.orrick.com.) For example, Orrick has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, borrowers, developers, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or the Project or that may be involved with or adverse to Issuer. In addition, Orrick's wholly owned subsidiary BLX Group LLC may provide financial advisory services, including arbitrage rebate compliance and other post-issuance

compliance services, to other parties involved in the Bond financing and Orrick may provide legal advice to such other parties in connection with such BLX Group LLC services. Orrick will, of course, hold in confidence the Issuer's secrets and confidences. Similarly, the Issuer understands that while Orrick may obtain confidential information from other clients that may be of interest to the Issuer, Orrick cannot share such information with the Issuer. To the extent that Orrick is concurrently engaged by a party (the "Other Party") that is adverse or potentially adverse to the Issuer with respect to the Bond financing or the Project, Orrick will promptly notify the Issuer in writing and establish an "ethical wall" among the lawyers and staff working on each assignment and take such other appropriate action to mitigate any actual or perceived conflict of interest. The Issuer acknowledges that it has had the opportunity to consult with its counsel about the consequences of the waiver set forth in this paragraph. Subject to the foregoing, the Issuer consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict of interest that might arise or be deemed to arise, now or in the future, from this engagement of Orrick to serve as Bond Counsel or Disclosure Counsel and any past, current, or future representations.

5. Internal Communications

The occasion might arise for the Orrick attorneys providing service to the Issuer to consult regarding Orrick's engagement for the Issuer with Orrick's own counsel (e.g., Orrick's Chief Legal Officer, other firm lawyers working with Orrick's Chief Legal Officer who do not perform work for the Issuer with respect to the Bonds, or Orrick's own outside counsel). To the extent that Orrick is addressing Orrick's own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and the Issuer as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and the Issuer regarding the Bonds or matters relating to the issuance of the Bonds. The Issuer hereby consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify Orrick from continuing to represent the Issuer or from acting in Orrick's own behalf, even if such consultation or communications might be deemed adverse to the interests of the Issuer. The Issuer acknowledges and agrees that any such consulting and communications are protected by Orrick's own attorney-client privilege from disclosure to the Issuer.

6. Responsibilities of Orrick and the Issuer

The Issuer shall have and will rely on the Issuer's elected, appointed or retained chief legal officer or on outside counsel (other than Orrick) ("Issuer Counsel") to render day-to-day and ongoing general legal services and to advise the Issuer with respect to all Governmental Decisions. Orrick shall circulate documents to and coordinate its services with Issuer Counsel to the extent requested by Issuer or Issuer Counsel. Orrick shall be entitled to assume that Issuer Counsel has reviewed all documents and matters submitted to Issuer for adoption or approval or to officers of Issuer for execution prior to such adoption, approval, or execution.

In rendering opinions and performing legal services, Orrick shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer and other parties, counsel, and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Orrick not working

directly on the Bond issue will not be imputed to Orrick nor shall there be any duty on Orrick's part to make any inquiry of such other attorneys or non-attorneys.

Orrick will provide to the Issuer legal counsel and assistance in accordance with the accompanying engagement letter and these Standard Terms of Engagement. The Issuer will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice or for any advice with respect to Governmental Decisions, including without limitation any advice regarding the character or credit of any person with whom the Issuer may be dealing. Although Orrick will at times communicate with the Issuer by e-mail, letter, or other written form, Orrick may provide much of its counsel and assistance in telephone conversations and meetings with the Issuer. In addition, Orrick shall have the right, subject to applicable rules of professional responsibility, to discard any files or other materials relating to the Bonds either before or after termination of Orrick's representation of the Issuer.

For Orrick to represent the Issuer effectively, Orrick needs the Issuer to provide Orrick with complete and candid information regarding matters relating to the Bonds and the Project, and, if Orrick is providing Disclosure Counsel Services, regarding financial, operating and other information material to prospective investors in the Bonds, to keep Orrick informed of relevant developments, to make decisions necessary for Orrick to fulfill its responsibilities with respect to the Bonds and otherwise to provide to Orrick the Issuer's reasonable assistance and cooperation.

Orrick shall maintain errors and omissions insurance coverage applicable to the services to be rendered pursuant to the Engagement Letter.

The Engagement Letter and these Standard Terms of Engagement shall not be the basis of any breach of contract claim that would have the effect of extending any statute of limitations pertaining to legal malpractice to the statute of limitations pertaining to breach of contract.

Orrick will not be responsible for any services performed by, or acts or omissions of, any co-counsel or other transaction participant.

7. Client Files (Cloud Storage, Retention and Disposition)

Orrick recognizes that cloud computing services offer valuable tools to Orrick's clients and has entered arrangements with certain providers of those services to host, process, and analyze data, including client data. Like online services or platforms, cloud computing services are not immune from security compromises. While Orrick maintains a cyber security vendor risk management program, Orrick cannot guarantee the security of any cloud computing service, including third-party cloud computing services utilized by Orrick. If the Issuer does not wish to have its information and data stored with third party cloud service providers, the Issuer must advise Orrick not to do so. Orrick will not be responsible for security or confidentiality breaches that occur with respect to any cloud computing service.

Unless otherwise required by specific Issuer instruction, Orrick will retain all hardcopy and electronic records for a period of years consistent with Orrick's internal record retention policy. When that time expires, Orrick's policy is to destroy all records related to the Bonds in a manner that preserves confidentiality. The Issuer understands and agrees that records related to the Bonds will be destroyed in the absence of such alternate instruction. For these purposes "records"

includes paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats.

Orrick reserves the right to make, at Orrick's expense, certain copies of all documents generated or received by Orrick during Orrick's representation of the Issuer. Orrick will maintain the confidentiality of all documents throughout this process.

Orrick's own files pertaining to the Bonds will be retained by the firm (as opposed to being sent to the Issuer) or destroyed. These firm files may include internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. Orrick reserves the right to destroy or otherwise dispose of any of Orrick's own files within a reasonable time after the engagement has concluded.

8. Termination

The Issuer may terminate Orrick's representation of the Issuer at any time, with or without cause. Orrick may terminate its representation of the Issuer at any time, with or without cause, subject to applicable rules of professional responsibility, including if, among other things, the Issuer fails to cooperate or follow Orrick's advice on a material matter, or any fact or circumstance arises that, in Orrick's view, renders Orrick's continuing representation unlawful or unethical. Orrick may terminate or suspend its representation of the Issuer, subject to applicable rules of professional responsibility, if the Issuer fails to make timely payment on any invoice. In the event of termination by either the Issuer or Orrick, the Issuer shall pay Orrick fees and costs for work performed prior to termination and Orrick will have no responsibility or liability whatsoever for any subsequent use of documents prepared or advice provided by Orrick prior to termination. The Issuer acknowledges that it has had an opportunity to consult with its counsel about the consequences of Orrick's disclaimer of responsibility and liability herein.

9. Date of Termination

Orrick's representation of the Issuer with respect to the matters covered by the Engagement Letter will be considered terminated at the earliest of (i) the Issuer's termination of the representation, (ii) Orrick's termination of the representation, (iii) the issuance of the Bonds and closure of the Federal Loans, or (iv) the Issuer's abandonment of both Bond financing and the Federal Loan financing. Sections 3, 4, 5 and 7 of these Standard Terms of Engagement shall survive termination of the representation.