

### February 2, 2023

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

NOTICE is hereby given that a <u>regular</u> meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on <u>Monday, February 6, 2023, at 9:00 a.m.</u>, in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, 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, February 6, 2023 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 three 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, February 6, 2023

- 1. ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF AGENDA
- 4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
- 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) January 4, 2023   | [See page 1]  |
|----|---|---------------|
|    | (ii) January 25, 2023   | [See page 4]  |
|    | 2) Operations and Development Committee   |               |
|    | (i) November 21, 2022   | [See page 6]  |
|    | 3) Finance and Administration Committee   |               |
|    | (i) December 19, 2022   | [See page 9]  |
| b. | Commission Minutes<br>(For Approval)  |               |
|    | 1) January 17, 2023   | [See page 11] |
| C. | Treasurer's Reports   |               |
|    | 1) October 2022   | [See page 16] |
|    | 2) November 2022  | [See page 40] |
| d. | Proposed Resolution No. 497<br>Adopting the 2023 Authority Investment Policy  | [See page 64] |
| e. | Award of Professional Services Agreement<br>Runway Shoulders and Blast Pad Rehabilitation Design (E22-11)<br>and Approval of CEQA Exemption Finding | [See page 73] |

|     | f.  | Transportation Network Company Staging Lot Agreement   | [See page 77]  |
|-----|-----|--|----------------|
| 6.  | ITE | MS FOR COMMISSION APPROVAL   |                |
|     | a.  | Proposed Resolution No. 498<br>Replacement Passenger Terminal Design-Build Agreement<br>Executive Summary  | [See page 79]  |
|     | b.  | Proposed Resolution No. 499<br>Resolution Approving a Project Charter, Designating Change Order<br>Approval Responsibilities, and Establishing a Conceptual Design<br>Selection Voting Procedure for the Replacement Passenger Terminal<br>Project | [See page 93]  |
|     | C.  | Amendment No. 1 to Design-Build Agreement for Replacement<br>Passenger Terminal Project  | [See page 135] |
| 7.  | CL  | OSED SESSION   |                |
|     | a.  | CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION<br>(California Government Code Section 54956.9(d)(1))  |                |
|     |     | Name of Case: City of Los Angeles v. FAA et al. (Case No. 21-71170   | )              |
| 8.  | ITE | MS PULLED FROM CONSENT CALENDAR  |                |
| 9.  | EX  | ECUTIVE DIRECTOR COMMENTS  |                |
| 10. | СО  | MMISSIONER COMMENTS  |                |

- COMMISSIONER COMMENTS (Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for a future meeting.)
- 11. PUBLIC COMMENT
- 12. ADJOURNMENT

### COMMISSION NEWSLETTER

Monday, February 6, 2023

### [*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 meetings of January 4, 2023, and January 25, 2023; approved minutes of the Operations and Development Committee meeting of November 21, 2022; approved minutes of the Finance and Administration Committee meeting of December 19, 2022, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the January 17, 2023, Commission special meeting minutes is attached for the Commission's review and approval.
- c. TREASURER'S REPORTS. The Treasurer's Reports for October 2022 and November 2022 are included in the agenda packet. At its special meeting on January 17, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission note and file these reports.
- d. PROPOSED RESOLUTION NO. 497 ADOPTING THE 2023 AUTHORITY INVESTMENT POLICY. A staff report is included in the agenda packet. At its special meeting held on January 17, 2023, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission adopt the attached proposed Resolution No. 497 approving the 2023 Investment Policy.
- e. AWARD OF PROFESSIONAL SERVICES AGREEMENT RUNWAY SHOULDERS AND BLAST PAD REHABILITATION DESIGN (E22-11) AND APPROVAL OF CEQA EXEMTION FINDING. A staff report is included in the agenda packet. At its special meeting held on January 17, 2023, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission: (i) Concur with a California Environmental Quality Act ("CEQA") exemption finding; (ii) award a Professional Services Agreement for design and engineering services in the amount of \$263,772 to RDM, International, Inc.; (iii) approve a project budget for design management services for a not-to-exceed amount of \$20,000; and (iv) approve a design contingency of \$10,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.
- f. TRANSPORTATION NETWORK COMPANY STAGING LOT AGREEMENT. A staff report is included in the agenda packet. At its special meeting held on January 17, 2023, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Transportation Network Company Staging Lot Agreement with the Transportation Network Companies

("TNCs") serving the Airport. This Agreement allows TNCs that have executed an Airport Access and Facilities Use Agreement with the Authority to park at a designated geo-fenced staging lot located in the northeast quadrant of the Airport on Cohasset Street in Burbank.

- 6. ITEMS FOR COMMISSION APPROVAL
  - a. PROPOSED RESOLUTION NO. 498 REPLACEMENT PASSENGER TERMINAL DESIGN-BUILD AGREEMENT EXECUTIVE SUMMARY. A staff report is included in the agenda packet. Staff seeks the Commission's adoption of proposed Resolution No. 498 to approve an executive summary for the Replacement Passenger Terminal Project design-build agreement awarded to Holder, Pankow, TEC - A Joint Venture ("HPTJV"). The resolution also reaffirms the Commission's support for the project and its selection of HPTJV as the design-builder.
  - b. PROPOSED RESOLUTION NO. 499 APPROVING A PROJECT CHARTER, DESIGNATING CHANGE ORDER APPROVAL RESPONSIBILITIES, AND ESTABLISHING A CONCEPTUAL DESIGN SELECTION VOTING PROCEDURE FOR THE REPLACEMENT PASSENGER TERMINAL PROJECT. The proposed Resolution and supporting item documentation are included in the agenda packet. At its meeting on February 1, 2023, the Executive Committee voted unanimously (3-0) to recommend that the Commission adopt proposed Resolution No. 499 approving the proposed Project Charter, designating change order approval responsibilities of the Executive Director and Commission, and establishing a voting procedure for the Commission's selection of a conceptual design for the RPT campus.
  - c. AMENDMENT NO. 1 TO DESIGN BUILD AGREEMENT FOR REPLACEMENT PASSENGER TERMINAL PROJECT. Amendment is included in the agenda packet. At its meeting on February 1, 2023, the Executive Committee voted unanimously (3-0) to recommend that the Commission approve Amendment No. 1 to the Design-Build Agreement with Holder, Pankow, TEC - A Joint Venture for the RPT project. The amendment (i) memorializes threshold at which change orders must be approved by the Commission; and (ii) clarifies the contract document list.

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

### WEDNESDAY, JANUARY 4, 2023

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 9:00 a.m., by Commissioner Gabel-Luddy.

### 1. ROLL CALL

| Present:               | Commissioners Gabel-Luddy (via teleconference)<br>Williams (via teleconference) and Najarian (arrived<br>at 9:10 a.m., via teleconference)  |
|------------------------|---|
| Absent:                | None  |
| Also Present:          | Staff: Frank Miller, Executive Director;<br>John Hatanaka, Senior Deputy Executive Director;<br>Patrick Lammerding, Deputy Executive Director,<br>Planning and Development  |
|                        | Roger Johnson, Senior Program Manager, Jacobs<br>Project Management Co.   |
|                        | Authority Counsel: Terence Boga, Esq.,<br>Richards, Watson & Gershon; Tom Ryan, Esq.,<br>McDermott, Will & Emery (via teleconference)   |
| 2. Approval of Agenda  |   |
| Motion                 | Commissioner Williams (via teleconference) moved approval; seconded by Commissioner Gabel-Luddy (via teleconference).   |
| Motion Approved        | A voice vote was taken to accommodate those participating via teleconference. The motion was approved (2–0, 1 absent).  |
| 3. Public Comment      | There were no public comments.  |
| 4. Approval of Minutes |   |
| a. December 7, 2022    | Commissioner Williams (via teleconference) moved<br>approval of the minutes of the December 7, 2022<br>meeting, seconded by Commissioner Gabel-Luddy<br>(via teleconference). There being no objection, a<br>voice vote was taken to accommodate the<br>Commissioners participating via teleconference. The<br>motion was approved (2–0, 1 absent). |

| 5. | Items | for | Approval |
|----|-------|-----|----------|
|----|-------|-----|----------|

6.

| a. Agenda Items Protocol   | Staff sought an Executive Committee<br>recommendation to the Commission for adoption<br>of the proposed Resolution No. 496 to establish an<br>agenda item protocol for items submitted to the<br>Commission or a Committee.   |
|--|---|
| Motion   | Commissioner Williams (via teleconference) moved<br>approval of the proposed recommendation to<br>Resolution No. 496; seconded by Commissioner<br>Najarian (via teleconference).  |
| Motion Approved  | A voice vote was taken to accommodate those participating via teleconference. The motion was approved (3–0).  |
| Discussion   |   |
| a. Options for Public Comment<br>Participation                       | Staff advised the Committee of options for public comment participation in Commission and Committee meetings going forward.   |
| Motion   | The committee voted to recommend that, with the<br>return to in-person meetings, the Commission<br>continue to allow telephonic public comment<br>participation. The Executive Committee also<br>recommended that Commission meeting agendas be<br>revised to include: (i) a 20-minute public comment<br>period at the beginning of each meeting that<br>prioritizes speakers attending in-person; and (ii) a<br>second public comment period at the end of every<br>meeting. |
| Motion Approved  | Commissioner Williams (via teleconference) moved<br>approval; seconded by Commissioner Najarian (via<br>teleconference). A voice vote was taken to<br>accommodate those participating via teleconference.<br>The motion was approved (3–0).   |
| b. Replacement Passenger Terminal<br>("RPT") Project Decision Matrix | Continuing from previous discussions with the<br>Committee, the Replacement Passenger Terminal<br>Program Manager, Jacobs Project Management Co.,<br>provided additional information and suggestions to<br>the Committee regarding the decision matrix to<br>support the RPT project.   |

### 7. Items for Information

| a. Committee Pending Items | This item was deferred to the Committee's |
|----------------------------|---|
|                            | next meeting.                             |

8. Closed Session

The meeting convened to Closed Session at 10:12 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 10:24 a.m. with Commissioners Gabel-Luddy, Williams, and Najarian all present (via teleconference). No reportable action was taken.

9. Adjournment

There being no further business, the meeting was adjourned at 10:24 a.m.

### MINUTES OF THE SPECIAL MEETING OF THE EXECUTIVE COMMITTEE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

### WEDNESDAY, JANUARY 25, 2023

A special meeting of the Executive Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 9:03 a.m., by Commissioner Gabel-Luddy.

| 1. F        | ROLL CALL           |   |
|-------------|---------------------|---|
| I           | Present:            | Commissioners Gabel-Luddy, Williams and<br>Najarian   |
|             | Absent:             | None  |
|             | Also Present:       | Staff: Frank Miller, Executive Director (via<br>teleconference); John Hatanaka, Senior Deputy<br>Executive Director; Patrick Lammerding, Deputy<br>Executive Director, Planning and Development;<br>Kathy David, Deputy Executive Director, Finance<br>and Administration |
|             |                     | Roger Johnson, Senior Program Manager,<br>Perry Martin, Deputy Project Manager,<br>Jacobs Project Management Co.; Sue Georgino,<br>Consultant, Georgino Development, LLC.   |
|             |                     | Authority Counsel: Terence Boga, Esq.,<br>Richards, Watson & Gershon  |
| 2. <i>I</i> | Approval of Agenda  |   |
| Γ           | Motion              | Commissioner Williams moved approval; seconded by Commissioner Najarian.  |
| r           | Motion Approved     | The motion was approved (3–0).  |
| 3. F        | Public Comment      | There were no public comments.  |
| 4. <i>I</i> | Approval of Minutes |   |
| ä           | a. January 4, 2023  | Commissioner Williams moved approval of the minutes of the January 4, 2023 meeting, seconded by Commissioner Najarian. There being no objection, the motion was approved (3–0).   |

5. Items for Discussion

| a. Replacement Passenger Terminal<br>("RPT") Project Decision Matrix | Continuing from the January 4, 2023 meeting<br>discussions with the Committee, the Replacement<br>Passenger Terminal Program Manager, Jacobs<br>Project Management Co., provided additional<br>information and suggestions to the Committee<br>regarding the decision matrix to support the RPT<br>project. |
|--|---|
| 6. Items for Information   |   |
| a. Committee Pending Items   | This item was deferred to the Committee's next meeting.   |
| 7. Adjournment   | There being no further business, the meeting was adjourned at 10:03 a.m.  |

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

### MONDAY, NOVEMBER 21, 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<br>Present: | Commissioners Devine (via teleconference), Hampton (via teleconference), Gabel-Luddy  |
|--------------------------|---|
| Absent:                  | NONE  |
| Also Present:            | Staff: Frank Miller, Executive Director;<br>John Hatanaka, Senior Deputy Executive Director;<br>Scott Kimball, Deputy Executive Director, Business<br>and Properties, SMS, Procurement and Operations;<br>Tom Janowitz, Sr. Manager, Ground Access;<br>Anthony Defrenza, Director of Engineering and<br>Maintenance |
| 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 17, 2022      | A draft copy of the October 17, 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. | Eighth Amendment to Concession<br>Agreement – Airport Advertising<br>Program                                  | Staff sought a Committee recommendation to the<br>Commission for approval of a proposed Eighth<br>Amendment ("Amendment") to the Concession<br>Agreement for Airport Advertising Program<br>("Agreement") with Lamar Airport Advertising<br>Company. The proposed Amendment extends the<br>Agreement to the earlier of December 31, 2026, or the<br>date the Replacement Passenger Terminal opens.   |
|----|---|--|
|    | Motion  | Commissioner Gabel-Luddy moved approval;<br>seconded by Commissioner Hampton (via<br>teleconference).  |
|    | Motion Approved   | There being no objection, a voice vote was taken, and the motion was approved (3–0).   |
| b. | Amendment No. 1 to Courtesy<br>Shuttle Services Agreement   | Staff sought a Committee recommendation to the<br>Commission for approval of a proposed Amendment<br>No. 1 ("Amendment") to the Courtesy Shuttle Services<br>Agreement dated March 1, 2022 ("Agreement") with<br>MV Transportation, Inc. scheduled to expire on<br>December 31, 2022. The proposed Amendment<br>revises the cost of the contract from \$234,797.61 per<br>month to \$239,493.56 per month, plus the cost of fuel,<br>and extends the performance term of the Agreement to<br>June 30, 2023. If approved, the proposed Amendment<br>would become effective December 31, 2022. |
|    | Motion  | Commissioner Gabel-Luddy moved approval;<br>seconded by Commissioner Hampton (via<br>teleconference).  |
|    | Motion Approved   | There being no objection, a voice vote was taken, and the motion was approved (3–0).   |
| C. | First Extension Option<br>Airfield Lighting Electrical<br>Inspection, Testing, and On-Call<br>Repair Services | Staff sought a Committee recommendation to the<br>Commission to authorize the exercise of the first of<br>two one-year extension options and a 3% fee schedule<br>increase for the Airfield Lighting Electrical Inspection,<br>Testing and On-Call Repair Services Agreement with<br>Vellutini Corporation dba Royal Electric Company.   |
|    | Motion  | Commissioner Gabel-Luddy moved approval;<br>seconded by Commissioner Hampton (via<br>teleconference).  |
|    | Motion Approved   | There being no objection, a voice vote was taken, and the motion was approved (3–0).   |

- 6. Items for Information
  - a. Committee Pending Items
- 7. Adjournment

Staff updated the Committee on future pending items.

There being no further business to discuss, the meeting was adjourned at 8:42 a.m.

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

### MONDAY, DECEMBER 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 12:40 p.m., by Commissioner Ovrom.

| 1. ROLL CALL                 |  |
|------------------------------|--|
| Present:                     | Commissioners Ovrom, Wilson and Quintero   |
| Absent:                      | NONE   |
| Also Present:                | Staff: John Hatanaka, Senior Deputy Executive<br>Director, Kathy David, Deputy Executive Director,<br>Finance and Administration; David Kwon, Director,<br>Financial Services  |
|                              | Also present:<br>Geoff Wheeler, Ricondo & Associates<br>Louis Choi, Public Resources Advisory Group  |
| 2. Staff Announcement: AB 23 | The Senior Deputy Executive Director announced<br>that, as a result of the convening of this meeting of<br>the Finance and Administration Committee, each<br>Committee member in attendance is entitled to<br>receive and shall be provided \$200. |
| 3. Approval of Agenda        | Agenda was approved as presented.  |
| 4. Public Comment            | There were no public comments.   |
| 5. Approval of Minutes       |  |
| a. November 21, 2022         | A draft copy of the November 21, 2022, minutes were included in the agenda packet for review and approval.   |
| Motion                       | Commissioner Ovrom moved approval of the minutes; seconded by Commissioner Wilson. Commissioner Quintero abstained.  |
| Motion Approved              | The minutes were approved as presented (2–0, 1 abstention).  |

|--|

|    | a. July 2022  | A copy of the July 2022 Treasurer's Report was included in the agenda packet for the Committee's review.  |
|----|---|---|
|    | b. August 2022  | A copy of the August 2022 Treasurer's Report was included in the agenda packet for the Committee's review.  |
|    | c. September 2022                                     | A copy of the September 2022 Treasurer's Report<br>was included in the agenda packet for the<br>Committee's review.   |
|    | Motion  | Commissioner Wilson moved approval to<br>recommend that the Commission note and file the<br>July 2022, August 2022 and September 2022<br>Treasurer's Reports; seconded by Commissioner<br>Quintero.                         |
|    | Motion Approved                                       | There being no objection, a voice vote was taken, and the motion was approved (3–0).  |
| 7. | Items for Information                                 |   |
|    | a. Replacement Passenger Terminal<br>Financing Update | Mr. Geoff Wheeler of Ricondo & Associates and Mr.<br>Louis Choi of Public Resources Advisory Group<br>briefed the Committee on the Authority's status of<br>financing activities for the Replacement Passenger<br>Terminal. |
|    | b. Committee Pending Items                            | Staff had no updates of future pending items to present to the Committee.   |
| 8. | Adjournment   | There being no further business to discuss, the meeting was adjourned at 1:30 p.m.  |

8.

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

### TUESDAY, JANUARY 17, 2023

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:04 a.m., by President Gabel-Luddy.

### 1. ROLL CALL

| Present:      | Commissioners Gabel-Luddy, Williams (arrived at 9:08 a.m.), Hampton, Devine, Ovrom, Dyson, Wilson, Quintero (arrived at 9:09 a.m.)   |
|---------------|--|
| Absent:       | Commissioner Najarian  |
| Also Present: | Staff: Frank Miller, Executive Director;<br>John Hatanaka, Senior Deputy Executive Director;<br>Kathy David, Deputy Executive Director, Finance and<br>Administration; David Kwon, Director, Financial<br>Services |
|               | Also Present:<br>Terence Boga, Esq., Authority General Counsel,<br>Richards Watson Gershon   |
|               | Roger Johnson, Senior Program Manager, Jacobs<br>Program Management Co.  |

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

President Gabel-Luddy acknowledged Commissioner Devine for her past service as President of the Commission and awarded her with a plaque. Commissioner Devine expressed her gratitude to the Commission and Staff.

| 3. A | PPROVAL OF AGENDA | Commissioner Ovrom requested clarification on one<br>item on the agenda which was addressed by Authority<br>Counsel. The agenda was approved as presented. |
|------|-------------------|--|
|      |                   | Clarification was also given on voting instructions for the agenda.  |
|      | MOTION            | Commissioner Ovrom moved approval of agenda; seconded by Commissioner Dyson.   |
|      | MOTION APPROVED   | There being no objection, a voice vote was taken. The motion was approved (7–0, 1 absent).   |
|      |                   | AYES: Commissioners Gabel-Luddy, Devine,<br>Hampton, Ovrom, Dyson, Wilson, Quintero  |

### NOES: NONE

ABSENT: Commissioners Najarian and Williams

4. PUBLIC COMMENT

There were no public comments.

### 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) **December 7, 2022** Approved minutes of the December 7, 2022, Executive Committee meeting were included in the agenda packet for information purposes.

### 2) Finance and Administration Committee

| (i) November 21, 2022 | Approved minutes of the November 21, 2022, Finance |
|-----------------------|--|
|                       | and Administration Committee meeting were included |
|                       | in the agenda packet for information purposes.     |

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

| (i) | November 21, 2022 | Approved minutes of the November 21, 2022, Legal, |
|-----|-------------------|---|
|     |                   | Government and Environmental Affairs Committee    |
|     |                   | meeting were included in the agenda packet for    |
|     |                   | information purposes.                             |

### b. Commission Minutes (For Approval)

| 1) December 19, 2022 | A copy of the draft minutes of the December 19, 2022, |
|----------------------|---|
|                      | Commission meeting were included in the agenda        |
|                      | packet for review and approval.                       |

### c. Treasurer's Reports

| 1) | July 2022      | At its meeting on December 19, 2022, the Finance and Administration Committee reviewed the July 2022.    |
|----|----------------|--|
| 2) | August 2022    | August 2022 and September 2022 Treasurer's Reports and voted unanimously (3–0) to accept the reports and |
| 3) | September 2022 | recommend them to the Commission for note and file.  |
| MC | DTION          | Commissioner Williams moved approval of the Consent Calendar; seconded by Commissioner Quintero.         |

|     | MOTION APPROVED             | The mot   | ion was passed (8–0, 1 absent).  |
|-----|-----------------------------|---|--|
|     |                             | AYES: (   | Commissioners Gabel-Luddy, Williams, Devine,<br>Ovrom, Dyson, Wilson, Hampton, Quintero  |
|     |                             | NOES:   | NONE   |
|     |                             | ABSENT  | Γ: Commissioner Najarian   |
| ITE | EMS FOR COMMISSION APPROVAI | L   |  |
| a.  | Agenda Item Protocol        | At its me<br>requeste<br>Agenda<br>which ac<br>Commis | eeting on December 19, 2022, the Commission<br>ed that this item be readdressed with a revised<br>Item Protocol and updated Resolution No. 496<br>ddresses a protocol for items submitted to the<br>sion or a Committee. |
|     | MOTION                      | Commiss<br>seconde                                    | sioner Wilson moved approval of this item;<br>ed by Commission Williams.   |
|     | MOTION APPROVED             | The mot   | ion was approved. (8–0, 1 absent)  |
|     |                             | AYES: (   | Commissioners Gabel-Luddy, Williams, Devine,<br>Ovrom, Dyson, Wilson, Hampton, Quintero  |
|     |                             |   |  |

NOES: NONE

ABSENT: Commissioner Najarian

### 7. ITEMS FOR COMMISSION DISCUSSION

6.

| a. | Public Comment Participation  | At its meeting held on January 4, 2023, the Executive<br>Committee voted unanimously (3–0) to recommend<br>that, with the return to in-person meetings, the<br>Commission continue to allow telephonic public<br>comment participation. The Committee also<br>recommended that that the Commission meeting<br>agendas be revised to include (i) a 20-minute public<br>comment period at the beginning of each meeting that<br>prioritizes speakers attending in person; and (ii) a<br>second public comment period at the end of every<br>meeting. |
|----|---|--|
|    |   | With the Commission's direction, Staff will implement this change within the Agenda at the next scheduled Commission meeting.  |
| b. | Replacement Passenger<br>Terminal - Design-Build<br>Agreement Executive Summary | Mr. Roger Johnson, Senior Program Manager, Jacobs<br>Program Management Co., presented to the<br>Commission an Executive Summary of the Design-Build<br>Agreement for the Replacement Passenger Terminal.  |

After the presentation, the Commission requested that Staff draft a Resolution affirming the Commission's support of the Executive Summary Design-Build Agreement.

### 8. ITEMS FOR COMMISSION INFORMATION

| a. | November 2022 Passenger and<br>Air Cargo Statistics | Staff presented an update on the November 2022<br>Passenger and Air Cargo statistics. |
|----|---|---|
| b. | November 2022 Ground<br>Transportation Statistics   | Staff presented an update on the November 2022<br>Ground Transportation statistics.   |

- c. November 2022 Parking<br/>Revenue StatisticsStaff presented an update on the November 2022<br/>Parking Revenue statistics.
- **9. CLOSED SESSION** The meeting convened to Closed Session at 10:24 a.m.
  - a. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION (California Government Code Section 54956.9(d)(1))

Name of Case: Burbank-Glendale-Pasadena Airport Authority v. California High Speed Rail Authority (Case No. 34-2022-80003821).

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

b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code Section 54957(b)) Title: Director of Public Safety/Chief of Police

| Meeting Reconvened to | The meeting reconvened to open session at 12:10 p.m. |
|-----------------------|--|
| Open Session          | with (6) Commissioners present.                      |

**Closed Session Report** There was nothing to report from Closed Session.

### 10. ITEMS PULLED FROM CONSENT CALENDAR

No items were presented.

### **11. EXECUTIVE DIRECTOR COMMENTS**

The Executive Director reported that the Hollywood Burbank Airport Student Academy is being reactivated after having been cancelled during the pandemic. Twenty-four students from various high school campuses in Glendale, Burbank and Pasadena have enrolled. The first day of the class will be held on January 25, 2023.

### 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)

President Gabel-Luddy spoke on her interest in alternative fuel air mobility vehicles and their future role.

13. ADJOURNMENT

The meeting was adjourned at 12:21 p.m.

Emily Gabel-Luddy, President

Ara Najarian, Secretary

Date

Date



February 06, 2023

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

Dear Commissioners:

The attached report, covering the month of October 2022, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six-month period following the date of the attached report.

Sincerely,

[To be signed]

Tyron Hampton Treasurer

Attachments



# **Operating Portfolio Investment Guidelines Conformance** as of October 31, 2022

|  | Legal Max<br>Maturity | Actual Max<br>Maturity | Policy<br>Maximum | Policy<br>Actual |
|--|-----------------------|------------------------|-------------------|------------------|
| U.S. Gov Agencies                      | 5 Years               | 4.12 Years             | 20%               | 35%              |
| Corporate Notes                        | 5 Years               | 3.28 Years             | 30%               | 29%              |
| LAIF                                   | N/A                   | N/A                    | \$20 mil          | N/A              |
| Bankers Acceptances                    | 6 Months              | N/A                    | 15%               | N/A              |
| Negotiable Certificates of Deposit     | 5 Years               | N/A                    | 15%               | N/A              |
| Non-Negotiable Certificates of Deposit | 5 Years               | N/A                    | 15%               | NIA              |
| Commercial Paper                       | 270 Days              | N/A                    | 15%               | N/A              |
| Repurchase Agreements                  | 1 Year                | N/A                    | 10%               | N/A              |
| Money Market Fund                      | NIA                   | NIA                    | 15%               | 1%               |
| U.S. Gov Securities (Treasuries)       | 5 Years               | 2.71 Years             | No Limit          | 35%              |
| Maturity Distribution                  |                       |                        | Sector A          | llocation        |







## PFC Portfolio Investment Guidelines Conformance as of October 31, 2022

|  | Legal Max<br>Maturity | Actual Max<br>Maturity | Policy<br>Maximum | Policy<br>Actual |
|--|-----------------------|------------------------|-------------------|------------------|
| U.S. Gov Agencies                      | 5 Years               | 4.12 Years             | 20%               | 35%              |
| Corporate Notes                        | 5 Years               | 3.28 Years             | 30%               | 29%              |
| LAIF                                   | N/A                   | N/A                    | \$20 mil          | N/A              |
| Bankers Acceptances                    | 6 Months              | NIA                    | 15%               | N/A              |
| Negotiable Certificates of Deposit     | 5 Years               | N/A                    | 15%               | N/A              |
| Non-Negotiable Certificates of Deposit | 5 Years               | N/A                    | 15%               | NIA              |
| Commercial Paper                       | 270 Days              | NIA                    | 15%               | NIA              |
| Repurchase Agreements                  | 1 Year                | N/A                    | 10%               | NIA              |
| Money Market Fund                      | N/A                   | NIA                    | 15%               | 1%               |
| U.S. Gov Securities (Treasuries)       | 5 Years               | 2.71 Years             | No Limit          | 35%              |
|  |                       |                        |                   |                  |

### **Maturity Distribution**





Sector Allocation



U.S. Treasuries 35%

|          |                                       | Burban      | k-Glendale | -Pasaden<br>Statem | a Airport A<br>lent of Inve<br>\s of 10/31 | uthority - C<br>stments<br>22 | perating Acc | ount      |                         |       |         |       |
|----------|---------------------------------------|-------------|------------|--------------------|--|-------------------------------|--------------|-----------|-------------------------|-------|---------|-------|
| Purchase | Type of                               |             | and a      | Maturity           | Eff. Mat.                                  | Par                           | Purchase     | Market    | Unrealized<br>Gain/Loss | MTV   | Days to | % Mkt |
| Date     | Investment                            | LICON       | Coupoil    | albu               | a number                                   | A DEC DUA                     | C 1 766 004  | ADDE ADA  | Calificación            | 100°A | 0       | 0 50% |
| 10/31/22 | Columbia Treasury Reserves            | 166764BLI3  | 2 300      | 05/11/23           | 11/11/22                                   | 1 700.000                     | 1.715.045    | 1.704,488 | (10.557)                | 4.80% | 11      | 0.68% |
| 22/01/20 | SM SM                                 | 88579YBE0   | 1.710      | 02/14/24           | 11/14/22                                   | 1,625,000                     | 1,628,055    | 1,618,841 | (9,214)                 | 5.12% | 14      | 0.64% |
| 03/03/22 | Truist Financial Corp                 | 89788MAF9   | 2.285      | 06/09/25           | 11/30/22                                   | 2,100,000                     | 2,089,173    | 2,046,891 | (42,282)                | 4.60% | 30      | 0.81% |
| 07/25/18 | Bank of America Corp                  | 06051GEU9   | 3.300      | 01/11/23           | 01/11/23                                   | 2,200,000                     | 2,203,493    | 2,194,830 | (8,663)                 | 4.47% | 72      | 0.87% |
| 09/26/19 | Federal National Mortgage Association | n 3135G0T94 | 2.375      | 01/19/23           | 01/19/23                                   | 4,800,000                     | 4,919,052    | 4,778,736 | (140,316)               | 4.41% | 80      | 1.90% |
| 03/20/19 | JP Morgan Chase & CO                  | 46625HJH4   | 3.200      | 01/25/23           | 01/25/23                                   | 2,225,000                     | 2,257,348    | 2,218,281 | (39,067)                | 4.47% | 86      | 0.88% |
| 10/31/19 | Treasury Note                         | 9128283U2   | 2.375      | 01/31/23           | 01/31/23                                   | 5,000,000                     | 5,107,563    | 4,976,550 | (131,013)               | 4.25% | 92      | 1.98% |
| 08/10/22 | Treasury Note                         | 912828286   | 1.380      | 02/15/23           | 02/15/23                                   | 5,500,000                     | 5,455,196    | 5,453,580 | (1,616)                 | 4.30% | 107     | 2.17% |
| 03/18/19 | Unitedhealth Group Inc                | 91324PBZ4   | 2.750      | 02/15/23           | 02/15/23                                   | 1,500,000                     | 1,508,739    | 1,491,495 | (17,244)                | 4.71% | 107     | 0.59% |
| 04/05/22 | Federal Home Loan Banks               | 3130AJ7E3   | 1.380      | 02/17/23           | 02/17/23                                   | 8,900,000                     | 8,870,870    | 8,819,900 | (026,03)                | 4.46% | 109     | 3.51% |
| 10/02/19 | Pepsico Inc                           | 713448CG1   | 2.750      | 03/01/23           | 03/01/23                                   | 1,300,000                     | 1,344,486    | 1,291,485 | (53,001)                | 4.72% | 121     | 0.51% |
| 05/02/22 | Treasury Note                         | 912828ZD5   | 0.500      | 03/15/23           | 03/15/23                                   | 5,500,000                     | 5,429,434    | 5,421,790 | (7,644)                 | 4.37% | 135     | 2.16% |
| 09/30/22 | Treasury Note                         | 912828ZH6   | 0.250      | 04/15/23           | 04/15/23                                   | 5,500,000                     | 5,394,297    | 5,397,315 | 3,018                   | 4.43% | 166     | 2.15% |
| 12/03/19 | Treasury Note                         | 9128284L1   | 2.750      | 04/30/23           | 04/30/23                                   | 6,850,000                     | 7,104,981    | 6,795,680 | (309,301)               | 4.37% | 181     | 2.70% |
| 11/03/20 | Loews Corporation                     | 540424AQ1   | 2.625      | 05/15/23           | 05/15/23                                   | 1,800,000                     | 1,874,460    | 1,776,618 | (97,842)                | 5.10% | 196     | 0.71% |
| 06/06/19 | Public Service Electric And Gas       | 74456QBC9   | 2.375      | 05/15/23           | 05/15/23                                   | 1,225,000                     | 1,224,550    | 1,206,699 | (17,851)                | 5.22% | 196     | 0.48% |
| 05/02/22 | Treasury Note                         | 912828ZP8   | 0.130      | 05/15/23           | 05/15/23                                   | 5,500,000                     | 5,384,317    | 5,371,300 | (13,017)                | 4.55% | 196     | 2.14% |
| 02/04/19 | Simon Property Group LP               | 828807DD6   | 2.750      | 06/01/23           | 06/01/23                                   | 1,250,000                     | 1,234,086    | 1,231,938 | (2,148)                 | 5.29% | 213     | 0.49% |
| 08/10/22 | Treasury Note                         | 912828ZU7   | 0.250      | 06/15/23           | 06/15/23                                   | 5,500,000                     | 5,364,258    | 5,354,965 | (6,293)                 | 4.59% | 227     | 2.13% |
| 05/05/20 | Federal Home Loan Mortgage Corp       | 3137EAEN5   | 2.750      | 06/19/23           | 06/19/23                                   | 6,250,000                     | 6,718,056    | 6,170,063 | (547,993)               | 4.82% | 231     | 2.45% |
| 03/14/22 | FNMA                                  | 3135G05G4   | 0.250      | 07/10/23           | 07/10/23                                   | 4,000,000                     | 3,929,320    | 3,876,680 | (52,640)                | 4.84% | 252     | 1.54% |
| 01/31/22 | Treasury Note                         | 91282CCN9   | 0.130      | 07/31/23           | 07/31/23                                   | 4,500,000                     | 4,432,793    | 4,350,420 | (82,373)                | 4.69% | 273     | 1.73% |
| 01/21/20 | FNMA                                  | 3135G0U43   | 2.875      | 09/12/23           | 09/12/23                                   | 5,050,000                     | 5,296,103    | 4,968,897 | (327,206)               | 4.79% | 316     | 1.98% |
| 07/31/19 | Treasury Note                         | 9128285D8   | 2.875      | 09/30/23           | 09/30/23                                   | 6,775,000                     | 7,065,870    | 6,674,730 | (391,140)               | 4.54% | 334     | 2.65% |
| 03/16/20 | Treasury Note                         | 9128285P1   | 2.875      | 11/30/23           | 11/30/23                                   | 3,200,000                     | 3,479,090    | 3,140,384 | (338,706)               | 4.66% | 395     | 1.25% |
| 03/20/19 | Citibank NA                           | 17325FAS7   | 3.650      | 01/23/24           | 01/23/24                                   | 2,250,000                     | 2,321,258    | 2,215,935 | (105,323)               | 4.93% | 449     | 0.88% |
| 03/26/21 | IBM Corp                              | 459200HU8   | 3.625      | 02/12/24           | 02/12/24                                   | 1,750,000                     | 1,882,594    | 1,719,935 | (162,659)               | 5.02% | 469     | 0.68% |
| 12/10/21 | Treasury Note                         | 91282CBM2   | 0.130      | 02/15/24           | 02/15/24                                   | 1,725,000                     | 1,702,562    | 1,628,038 | (74,524)                | 4.66% | 472     | 0.65% |
| 04/10/21 | Metlife Inc                           | 59156RBH0   | 3,600      | 04/10/24           | 04/10/24                                   | 1,750,000                     | 1,897,945    | 1,711,430 | (186,515)               | 5.20% | 527     | 0.68% |
| 06/22/20 | Comcast Corporation                   | Z003NCR0    | 3.700      | 04/15/24           | 04/15/24                                   | 1,800,000                     | 1,972,081    | 1,766,592 | (205,489)               | 5.04% | 532     | 0.70% |
| 03/16/21 | Bank of New York Mellon Corp          | 06406HCV9   | 3.400      | 05/15/24           | 05/15/24                                   | 2,000,000                     | 2,144,538    | 1,949,900 | (194,638)               | 5.11% | 562     | 0.78% |
| 01/18/22 | Target Corporation                    | 87612EBD7   | 3.500      | 07/01/24           | 07/01/24                                   | 1,750,000                     | 1,831,278    | 1,712,690 | (118,588)               | 4.84% | 609     | 0.68% |
| 11/03/20 | Bristol-Myers Squibb Co               | 110122CM8   | 2.900      | 07/26/24           | 07/26/24                                   | 1,900,000                     | 2,025,714    | 1,838,497 | (187,217)               | 4.86% | 634     | 0.73% |
| 10/31/19 | Honeywell International Inc           | 438516BW5   | 2.300      | 08/15/24           | 08/15/24                                   | 1,600,000                     | 1,646,699    | 1,532,272 | (114,427)               | 4.80% | 654     | 0.61% |

|          |                                      | Burban       | k-Glendale | -Pasagen<br>Statem | a Airport J<br>ent of Invi<br>s of 10/31 | estments<br>/22 | perating Acc |            |             |            |           |       |
|----------|--------------------------------------|--------------|------------|--------------------|--|-----------------|--------------|------------|-------------|------------|-----------|-------|
| urchase  | Type of                              |              |            | Maturity           | Eff. Mat.                                | Par             | Purchase     | Market     | Unrealized  |            | Days to   | % Mkt |
| Date     | Investment                           | CUSIP        | Coupon     | Date               | Date                                     | Value           | Cost         | Value      | Gain/Loss   | <b>WTW</b> | Eff. Mat. | Value |
| 06/30/21 | Treasury Note                        | 9128282U3    | 1.875      | 08/31/24           | 08/31/24                                 | 13,000,000      | 13,567,227   | 12,383,540 | (1,183,687) | 4.60%      | 670       | 4.92% |
| 05/20/21 | United Parcel Service INC            | 911312BT2    | 2.200      | 09/01/24           | 09/01/24                                 | 1,571,000       | 1,637,949    | 1,498,278  | (139,671)   | 4.87%      | 671       | 0.60% |
| 02/12/21 | PNC Bank NA                          | 69353REF1    | 3.300      | 10/30/24           | 10/30/24                                 | 2,000,000       | 2,150,631    | 1,923,140  | (227,491)   | 5.35%      | 730       | 0.76% |
| 01/27/22 | FHLB                                 | 3130A3GE8    | 2.750      | 12/13/24           | 12/13/24                                 | 2,200,000       | 2,281,046    | 2,115,124  | (165,922)   | 4.68%      | 774       | 0.84% |
| 01/27/22 | Treasury Note                        | 91282CDN8    | 1.000      | 12/15/24           | 12/15/24                                 | 2,000,000       | 1,977,266    | 1,860,320  | (116,946)   | 4.49%      | 176       | 0.74% |
| 06/25/20 | Wisconsin Electric Power Company     | 976656CL0    | 2.050      | 12/15/24           | 12/15/24                                 | 1,450,000       | 1,518,887    | 1,364,885  | (154,002)   | 5.00%      | 776       | 0.54% |
| 01/06/22 | FFCB                                 | 3133ENKS8    | 1.130      | 01/06/25           | 01/06/25                                 | 1,540,000       | 1,536,535    | 1,428,581  | (107,954)   | 4.65%      | 798       | 0.57% |
| 12/10/21 | Federal National Mortgage Associatio | nn 3135G0X24 | 1.630      | 01/07/25           | 01/07/25                                 | 1,500,000       | 1,527,600    | 1,407,840  | (119,760)   | 4.61%      | 662       | 0.56% |
| 05/11/22 | Apple Inc                            | 037833DF4    | 2.750      | 01/13/25           | 01/13/25                                 | 1,700,000       | 1,691,920    | 1,632,017  | (26'603)    | 4.68%      | 805       | 0.65% |
| 03/29/21 | US Bank NA/Cincinnati OH             | 90331HPL1    | 2.050      | 01/21/25           | 01/21/25                                 | 2,000,000       | 2,069,895    | 1,868,960  | (200,935)   | 5.21%      | 813       | 0.74% |
| 09/15/22 | Merck & Co Inc                       | 5933YAR6     | 2.750      | 02/10/25           | 02/10/25                                 | 1,825,000       | 1,770,464    | 1,744,098  | (26,366)    | 4.83%      | 833       | 0.69% |
| 10/01/20 | FHLMC Reference Note                 | 3137EAEP0    | 1.500      | 02/12/25           | 02/12/25                                 | 7,000,000       | 7,082,816    | 6,547,870  | (534,946)   | 4.51%      | 835       | 2.60% |
| 03/04/22 | FFCB                                 | 3133ENPY0    | 1.750      | 02/25/25           | 02/25/25                                 | 1,750,000       | 1,753,833    | 1,640,223  | (113,610)   | 4.64%      | 848       | 0.65% |
| 12/22/20 | Exxon Mobil Corp                     | 30231GAF9    | 2.709      | 03/06/25           | 03/06/25                                 | 1,825,000       | 1,939,204    | 1,741,817  | (197,387)   | 4.78%      | 857       | 0.69% |
| 08/05/20 | FHLB                                 | 3130A4CH3    | 2.380      | 03/14/25           | 03/14/25                                 | 250,000         | 273,060      | 237,190    | (35,870)    | 4.68%      | 865       | %60'0 |
| 08/05/20 | Ace InA Holdings Inc                 | 00440EAS6    | 3.150      | 03/15/25           | 03/15/25                                 | 1,875,000       | 2,048,908    | 1,791,694  | (257,214)   | 5.16%      | 866       | 0.71% |
| 05/12/20 | Intel Corp                           | 458140BP4    | 3.400      | 03/25/25           | 03/25/25                                 | 1,000,000       | 1,106,180    | 966,330    | (139,850)   | 4.90%      | 876       | 0.38% |
| 09/30/21 | Treasury Note                        | 912828ZF0    | 0.050      | 03/31/25           | 03/31/25                                 | 2,300,000       | 2,287,242    | 2,096,404  | (190,838)   | 4.40%      | 882       | 0.83% |
| 05/05/20 | Florida Power & Light Company        | 341081FZ5    | 2.850      | 04/01/25           | 04/01/25                                 | 1,000,000       | 1,086,930    | 949,660    | (137,270)   | 5.09%      | 883       | 0.38% |
| 02/12/21 | General Dynamics Corporation         | 369550BK3    | 3.250      | 04/01/25           | 04/01/25                                 | 250,000         | 274,895      | 240,363    | (34,532)    | 4.96%      | 883       | 0.10% |
| 09/28/20 | Federal Home Loan Banks              | 3130AJHU6    | 0.500      | 04/14/25           | 04/14/25                                 | 7,000,000       | 7,032,434    | 6,346,480  | (685,954)   | 4.57%      | 896       | 2.52% |
| 05/04/22 | Home Depot Inc                       | 437076CM2    | 2.700      | 04/15/25           | 04/15/25                                 | 1,800,000       | 1,770,312    | 1,712,070  | (58,242)    | 4.83%      | 897       | 0.68% |
| 12/01/21 | FNMA                                 | 3135G03U5    | 0.630      | 04/22/25           | 04/22/25                                 | 9,500,000       | 9,317,379    | 8,622,010  | (692'369)   | 4.62%      | 904       | 3.43% |
| 06/06/22 | Caterpillar Financial Services       | 14913R2V8    | 3.400      | 05/13/25           | 05/13/25                                 | 1,800,000       | 1,801,335    | 1,737,486  | (63,849)    | 4.87%      | 925       | 0.69% |
| 05/11/21 | General Dynamics Corporation         | 369550BG2    | 3.500      | 05/15/25           | 05/15/25                                 | 1,400,000       | 1,514,257    | 1,356,292  | (157,965)   | 4.82%      | 927       | 0.54% |
| 02/10/22 | Qualcomm Incorporated                | 747525AF0    | 3.450      | 05/20/25           | 05/20/25                                 | 1,700,000       | 1,751,887    | 1,639,888  | (111,999)   | 4.94%      | 632       | 0.65% |
| 12/15/21 | Pfizer Inc                           | 717081EZ7    | 0.800      | 05/28/25           | 05/28/25                                 | 2,000,000       | 1,956,882    | 1,816,300  | (140,582)   | 4.62%      | 940       | 0.72% |
| 06/15/22 | Cisco Systems Inc                    | 17275RAW2    | 3.500      | 06/15/25           | 06/15/25                                 | 1,400,000       | 1,388,338    | 1,359,974  | (28,364)    | 4.67%      | 958       | 0.54% |
| 08/05/20 | Treasury Note                        | 912828ZW3    | 0.250      | 06/30/25           | 06/30/25                                 | 9,000,000       | 8,958,043    | 8,073,270  | (884,773)   | 4.38%      | 873       | 3.21% |
| 09/30/22 | Treasury Note                        | 91282CEY3    | 3.000      | 07/15/25           | 07/15/25                                 | 3,500,000       | 3,389,531    | 3,371,200  | (18,331)    | 4.46%      | 988       | 1.34% |
| 11/19/20 | Intel Corp                           | 458140AS9    | 3.700      | 07/29/25           | 07/29/25                                 | 625,000         | 690,233      | 606,744    | (83,489)    | 4.85%      | 1002      | 0.24% |
| 09/24/20 | State Street Corporation             | 857477AT0    | 3.550      | 08/18/25           | 08/18/25                                 | 2,000,000       | 2,225,135    | 1,922,800  | (302,335)   | 5.04%      | 1022      | 0.76% |
| 09/25/20 | FNMA Benchmark Note                  | 3135GD5X7    | 0.375      | 08/25/25           | 08/25/25                                 | 3,500,000       | 3,493,349    | 3,119,725  | (373,624)   | 4.53%      | 1029      | 1.24% |
| 06/14/22 | Burlington Northern Santa Fe LLC     | 12189LAY7    | 3.650      | 09/01/25           | 09/01/25                                 | 1,375,000       | 1,360,701    | 1,323,108  | (37,593)    | 5.10%      | 1036      | 0.53% |
| 09/08/22 | John Deere Capital Corp              | 24422EWJ4    | 4.050      | 09/08/25           | 09/08/25                                 | 1,800,000       | 1,800,980    | 1,758,438  | (42,542)    | 4.93%      | 1043      | 0.70% |

| Stat    | Stat                                | K-Gieriuaie-rasad<br>Stat | Stat   | ma       | ent of In<br>As of 10/3 | vestments     | All based     | TIMO          |                 |       |           |         |
|---------|-------------------------------------|---------------------------|--------|----------|-------------------------|---------------|---------------|---------------|-----------------|-------|-----------|---------|
| rchase  | Type of                             |                           |        | Maturity | Eff. Mat.               | Par           | Purchase      | Market        | Unrealized      |       | Days to   | % Mkt   |
| Date    | Investment                          | CUSIP                     | Coupon | Date     | Date                    | Value         | Cost          | Value         | Gain/Loss       | YTM   | Eff. Mat. | Value   |
| 9/29/22 | FFCB                                | 3133ENP95                 | 4.250  | 09/30/25 | 09/30/25                | 7,000,000     | 6,978,380     | 6,936,020     | (42,360)        | 4.59% | 1065      | 2.76%   |
| 1/17/20 | FNMA Benchmark Note                 | 3135G06G3                 | 0.500  | 11/07/25 | 11/07/25                | 12,000,000    | 11,848,979    | 10,667,400    | (1,181,579)     | 4.48% | 1103      | 4.24%   |
| 6/30/21 | Lockheed Martin Corporation         | 539830BH1                 | 3.550  | 01/15/26 | 01/15/26                | 1,784,000     | 1,840,276     | 1,717,332     | (122,944)       | 4.82% | 1172      | 0.68%   |
| 8/30/21 | Prudential Financial Inc            | 74432QCH6                 | 1.500  | 03/10/26 | 03/10/26                | 1,875,000     | 1,899,596     | 1,662,506     | (237,090)       | 5.22% | 1226      | 0.66%   |
| 1/29/21 | Sierra Pacific Power                | 826418BM6                 | 2.600  | 05/01/26 | 05/01/26                | 1,625,000     | 1,672,300     | 1,491,734     | (180,566)       | 5.19% | 1278      | 0.59%   |
| 13/21   | FHLB                                | 3130A8XY4                 | 1.880  | 09/11/26 | 09/11/26                | 1,000,000     | 1,051,760     | 906,450       | (145,310)       | 4.54% | 1411      | 0.36%   |
| 113/22  | FHIB                                | 3130A9YY1                 | 2.130  | 12/11/26 | 12/11/26                | 3,800,000     | 3,910,845     | 3,458,608     | (452,237)       | 4.54% | 1502      | 1.37%   |
|         |                                     | Subtotal                  |        |          |                         | \$243,060,004 | \$246,955,728 | \$232,717,018 | \$ (14,238,710) | 4.64% | 584       | 92.51%  |
|         | Local Agency Investment Fund (LAIF) |                           |        |          |                         | 19,218,939    | 19,218,939    | 18,849,185    | (369,754)       | 1.77% | 303       | 7.49%   |
|         |                                     | Subtotal                  |        |          |                         | \$262,278,943 | \$266,174,667 | \$251,566,203 | \$ (14,608,464) | 4.43% | 563       | 100.00% |
|         | Operating Bank Balance              |                           |        |          |                         |               | 8,755,518     |               |                 |       |           |         |
|         |                                     | TOTAL                     |        |          |                         |               | \$274,930,185 |               |                 |       |           |         |

|   |         |                       |                    |                    | 100 |          |                       |                    |                    |            | Gain /<br>(Loss)      |   | t) | <br> |
|---|---------|-----------------------|--------------------|--------------------|-----|----------|-----------------------|--------------------|--------------------|------------|-----------------------|---|----|------|
|   |         |                       |                    |                    |     |          |                       |                    |                    |            | Purchase<br>Cost      |   |    |      |
|   |         | Prepaid<br>Interest   | (6,375.00)         | (6,375.00)         |     |          | Gain /<br>(Loss)      | (43,965.00)        | (43,965.00)        |            | Sale<br>Amount        |   | 1  |      |
| Account   |         | Purchase<br>Cost      | \$ 4,481,730.00 \$ | \$ 4,481,730.00 \$ | 75  |          | Purchase<br>Cost      | \$ 4,543,965.00 \$ | \$ 4,543,965.00 \$ |            | Sale<br>Price         | s |    |      |
| ty - Operaung<br>ties - Sales                   |         | Purchase<br>Price     | 99.59400           |                    |     |          | Purchase<br>Price     | 100.97700          |                    | S          | Par<br>Value          |   |    |      |
| urport Autnori<br>1ases - Maturi<br>of 10/31/22 | SCHASES | Par<br>Value          | 4,500,000.00       | 4,500,000.00       |     | TURITIES | Par<br>Value          | 4,500,000.00       | 4,500,000.00       | REDEMPTION | Sale<br>Date          |   |    |      |
| asadena A<br>nt of Purch<br>As o                | PUP     | Maturity<br>Date      | 09/30/25           | s                  |     | MA.      | Maturity<br>Date      | 10/05/22 \$        | S                  | SALES / I  | Maturity<br>Date      |   |    |      |
| Giendale-P<br>Stateme                           |         | Coupon                | 4.050              |                    |     |          | Coupon                | 2.000              |                    |            | Coupon                |   |    |      |
| Burbank-  |         | CUSIP                 | 24422EWJ4          |                    |     |          | CUSIP                 | 3135G0T78          |                    |            | CUSIP                 |   |    |      |
|   |         | Type of<br>Investment | beere Capital Corp | ASES               |     |          | Type of<br>Investment |                    | TIES               |            | Type of<br>Investment |   |    |      |
|   |         | Purchase<br>Date      | 10/11/22 John E    | TOTAL PURCHA       |     |          | Purchase<br>Date      | 09/12/19 FNMA      | TOTAL MATURI       |            | Purchase<br>Date      |   |    |      |

|                                       |      | Bur    | bank-Glenc | lale-Pasadena<br>Eai<br>10/( | Airport Autl<br>rnings Repor<br>01/22-10/31/2 | ority - Opera<br>t<br>2 | ting Account |           |             |            |
|---------------------------------------|------|--------|------------|------------------------------|---|-------------------------|--------------|-----------|-------------|------------|
|                                       |      |        |            |                              | Dovilcod                                      | Interact                |              |           |             | Adiricted  |
| Type of                               |      |        | Maturity   | Previous                     | Interest                                      | Paid At                 | Current      | Interest  | Amrt/Accrt  | Total Int. |
| Investment                            |      | Coupon | Date       | Accrual                      | For Period                                    | Purc/Recv               | Accrual      | Earned    | For Period  | Earned     |
| FIXED INCOME                          |      |        |            |                              |   |                         |              |           |             |            |
| FNMA                                  | NOTE | 2.000  | 10/05/22   | 44,000.00                    | 45,000.00                                     | •                       | •            | 1,000.00  |             | 1,000.00   |
| Bank of America Corp                  | NOTE | 3.300  | 01/11/23   | 16,133.33                    | 1   | i                       | 22,183.33    | 6,050.00  | (850.22)    | 5,199.78   |
| Federal National Mortgage Association | NOTE | 2.375  | 01/19/23   | 22,800.00                    | 1   | ł                       | 32,300.00    | 9,500.00  | (3,063.13)  | 6,436.87   |
| JP Morgan Chase & CO                  | NOTE | 3.200  | 01/25/23   | 13,053.33                    |   | •                       | 18,986.67    | 5,933.34  | (1,301.59)  | 4,631.75   |
| Treasury Note                         | NOTE | 2.375  | 01/31/23   | 20,006.79                    | ÷   | ï                       | 30,010.19    | 10,003.40 | (2,498.20)  | 7,505.20   |
| Treasury Note                         | NOTE | 1.380  | 02/15/23   | 9,658,63                     | •   |                         | 16,029.21    | 6,370.58  | 7,649.39    | 14,019.97  |
| Unitedhealth Group Inc                | NOTE | 2.750  | 02/15/23   | 5,270.83                     | à   | ,                       | 8,708.33     | 3,437,50  | (359.23)    | 3,078.27   |
| Federal Home Loan Banks               | NOTE | 1.380  | 02/17/23   | 14,956.94                    | ų,  |                         | 25,154.86    | 10,197.92 | 2,809.94    | 13,007.86  |
| Pepsico Inc                           | NOTE | 2.750  | 03/01/23   | 2,979.17                     | a a   | ġ.                      | 5,958.33     | 2,979.16  | (1,087.68)  | 1,891.48   |
| Treasury Note                         | NOTE | 0.500  | 03/15/23   | 1,215.47                     | 4   | ł                       | 3,570.44     | 2,354.97  | 7,585.77    | 9,940.74   |
| Treasury Note                         | NOTE | 0.250  | 04/15/23   | 6,349.04                     | 6,875.00                                      | ĸ                       | 642.17       | 1,168.13  | 15,800.98   | 16,969.11  |
| Treasury Note                         | NOTE | 2.750  | 04/30/23   | 78,830.84                    | 94,187.50                                     | Ŷ                       | 520.37       | 15,877.03 | (6,471.79)  | 9,405.24   |
| Chevron Corp                          | NOTE | 2.300  | 05/11/23   | 9,202.24                     |   | a                       | 14,795.76    | 5,593.52  | (1,043.39)  | 4,550.13   |
| Loews Corporation                     | NOTE | 2.625  | 05/15/23   | 17,850.00                    | 4   | Ŷ                       | 21,787.50    | 3,937.50  | (2,399.35)  | 1,538.15   |
| Public Service Electric And Gas       | NOTE | 2.375  | 05/15/23   | 10,990.97                    | ć   | Ŷ                       | 13,415.45    | 2,424.48  | 150.16      | 2,574.64   |
| Treasury Note                         | NOTE | 0.130  | 05/15/23   | 2,596.81                     | ŕ   | ÷                       | 3,175.95     | 579.14    | 10,162.99   | 10,742,13  |
| Simon Property Group LP               | NOTE | 2.750  | 06/01/23   | 11,458,33                    | 8   | ,                       | 14,322.92    | 2,864.59  | 286.83      | 3,151.42   |
| Treasury Note                         | NOTE | 0.250  | 06/15/23   | 4,057.38                     | 1   | •                       | 5,221.99     | 1,164.61  | 14,353.64   | 15,518.25  |
| Federal Home Loan Mortgage Corp       | NOTE | 2.750  | 06/19/23   | 48,697.92                    | ł   |                         | 63,020.83    | 14,322.91 | (12,503.73) | 1,819.18   |
| FNMA                                  | NOTE | 0.250  | 07/10/23   | 2,250.00                     | •   | 4                       | 3,083.33     | 833.33    | 4,464.00    | 5,297.33   |
| Treasury Note                         | NOTE | 0.130  | 07/31/23   | 947.69                       | •   | đ                       | 1,421.54     | 473.85    | 3,949.63    | 4,423.48   |
| FNMA                                  | NOTE | 2,875  | 09/12/23   | 7,662.67                     | 4   | 4                       | 19,761.63    | 12,098.96 | (5,735.95)  | 6,363.01   |
| Treasury Note                         | NOTE | 2.875  | 09/30/23   | 535,11                       | ,   | •                       | 17,123.63    | 16,588.52 | (6,212.31)  | 10,376.21  |
| Treasury Note                         | NOTE | 2.875  | 11/30/23   | 30,918.03                    | 1   | •                       | 38,710.38    | 7,792.35  | (6,506.85)  | 1,285.50   |
| Citibank NA                           | NOTE | 3.650  | 01/23/24   | 15,512.50                    | +   | a.                      | 22,356.25    | 6,843.75  | (1,520.44)  | 5,323.31   |
| IBM Corp                              | NOTE | 3.625  | 02/12/24   | 8,634.55                     |   |                         | 13,921.01    | 5,286.46  | (3,952.93)  | 1,333.53   |
| 3M                                    | NOTE | 1.710  | 02/14/24   | 6,799.79                     | i   | 1                       | 11,284.76    | 4,484,97  | (147.75)    | 4,337.22   |
| Treasury Note                         | NOTE | 0.130  | 02/15/24   | 275.39                       | ŝ   | 4                       | 457.03       | 181.64    | 876.06      | 1,057.70   |
| Metlife Inc                           | NOTE | 3.600  | 04/10/24   | 29,925.00                    | 31,500.00                                     | •                       | 3,675.00     | 5,250.00  | (4,306.21)  | 943.79     |
| Comcast Corporation                   | NOTE | 3.700  | 04/15/24   | 30,710.00                    | 33,300.00                                     | •                       | 2,960.00     | 5,550.00  | (3,922.84)  | 1,627.16   |
| Bank of New York Mellon Corp          | NOTE | 3.400  | 05/15/24   | 25,688.89                    | 1   | *                       | 31,355.56    | 5,666.67  | (4.010.27)  | 1,656.40   |
| Target Corporation                    | NOTE | 3.500  | 07/01/24   | 15,312.50                    |   |                         | 20,416.67    | 5,104.17  | (2,759.45)  | 2,344.72   |
| Bristol-Myers Squibb Co               | NOTE | 2.900  | 07/26/24   | 9,948.61                     |   | k                       | 14,540.28    | 4,591.67  | (2,869.53)  | 1,722.14   |
| Honeywell International Inc           | NOTE | 2.300  | 08/15/24   | 4,702.22                     |   |                         | 7,768.89     | 3,066.67  | (920.81)    | 2,145.86   |

| Type of<br>Investment                 |      | Compon | Maturity | Previous  | Realized<br>Interest<br>For Period | Interest<br>Paid At<br>Purc/Recv | Current<br>Accrual | Interest<br>Earned | Amrt/Accrt<br>For Period | Adjusted<br>Total Int.<br>Earned |
|---------------------------------------|------|--------|----------|-----------|------------------------------------|----------------------------------|--------------------|--------------------|--------------------------|----------------------------------|
| Transmin Nota                         | NOTE | 1 875  | 08/31/24 | 20.873.62 |                                    |                                  | 41.747.24          | 20,873.62          | (15,197.95)              | 5,675.67                         |
| I Inited Parcel Service INC           | NOTE | 2,200  | 09/01/24 | 2,880.17  | •                                  |                                  | 5,760.33           | 2,880.16           | (1,791.42)               | 1,088.74                         |
| DNC Bank NA                           | NOTE | 3.300  | 10/30/24 | 27,683.33 | 33,000.00                          |                                  | 183.33             | 5,500.00           | (3,534.55)               | 1,965.45                         |
| EH B                                  | NOTE | 2.750  | 12/13/24 | 18,150.00 | +                                  | i                                | 23,191.67          | 5,041.67           | (2,349.15)               | 2,692.52                         |
| Treasury Note                         | NOTE | 1.000  | 12/15/24 | 5,901.64  | 4                                  | ł                                | 7,595.63           | 1,693.99           | 669.93                   | 2,363.92                         |
| Wisconsin Electric Power Company      | NOTE | 2.050  | 12/15/24 | 8,752.36  | 6                                  | ł                                | 11,229.44          | 2,477.08           | (1,336.93)               | 1,140.15                         |
| FFCB                                  | NOTE | 1,130  | 01/06/25 | 4,090.63  | 1                                  | •                                | 5,534.38           | 1,443.75           | 96.70                    | 1,540.45                         |
| Federal National Mortgage Association | NOTE | 1.630  | 01/07/25 | 5,687.50  | ł                                  | ł                                | 7,718.75           | 2,031.25           | (750.00)                 | 1,281.25                         |
| Apple Inc                             | NOTE | 2.750  | 01/13/25 | 10,129.17 | ÷                                  | н                                | 14,025.00          | 3,895.83           | 252.50                   | 4,148.33                         |
| US Bank NA/Cincinnati OH              | NOTE | 2.050  | 01/21/25 | 7,972.22  | 4                                  | •                                | 11,388.89          | 3,416.67           | (1,582.58)               | 1,834.09                         |
| Merck & Co Inc                        | NOTE | 2.750  | 02/10/25 | 7,109.90  | ġ.                                 | ł                                | 11,292.19          | 4,182.29           | 1,900.21                 | 6,082.50                         |
| FHLMC Reference Note                  | NOTE | 1.500  | 02/12/25 | 14,291.67 | 9                                  | i.                               | 23,041.67          | 8,750.00           | (2,042.08)               | 6,707.92                         |
| FFCB                                  | NOTE | 1.750  | 02/25/25 | 3,062.50  | •                                  |                                  | 5,614.58           | 2,552.08           | (107.65)                 | 2,444.43                         |
| Excon Mobil Corp                      | NOTE | 2.709  | 03/06/25 | 3,433.28  | Ŷ                                  | ,                                | 7,553.22           | 4,119.94           | (2,315.40)               | 1,804.54                         |
| FHLB                                  | NOTE | 2.380  | 03/14/25 | 280.38    | Ŷ                                  | à                                | 71:517             | 494.79             | (417.25)                 | 77.54                            |
| Ace InA Holdings Inc.                 | NOTE | 3.150  | 03/15/25 | 2,625.00  | ÷                                  | i.                               | 7,546.88           | 4,921.88           | (3,312.77)               | 1,609.11                         |
| Intel Corp                            | NOTE | 3.400  | 03/25/25 | 566.67    | 0                                  |                                  | 3,400.00           | 2,833.33           | (1,810.58)               | 1,022.75                         |
| Treasury Note                         | NOTE | 0:050  | 03/31/25 | 31.59     | î                                  | ł                                | 1,010.99           | 979.40             | 309.70                   | 1,289.10                         |
| Florida Power & Light Company         | NOTE | 2.850  | 04/01/25 |           | k                                  | à                                | 2,375.00           | 2,375.00           | (1,471.36)               | 903.64                           |
| General Dynamics Corporation          | NOTE | 3.250  | 04/01/25 | i         | X                                  | 4                                | 677.08             | 677.08             | (502.51)                 | 174.57                           |
| Federal Home Loan Banks               | NOTE | 0.500  | 04/14/25 | 16,236.11 | 17,500.00                          |                                  | 1,652.78           | 2,916.67           | (603.36)                 | 2,313.31                         |
| Home Depot Inc                        | NOTE | 2.700  | 04/15/25 | 24,705.00 | 26,595.00                          | ġ.                               | 2,160.00           | 4,050.00           | 864.85                   | 4,914.85                         |
| FNMA                                  | NOTE | 0.630  | 04/22/25 | 26,223.96 | 29,687.50                          |                                  | 1,484.38           | 4,947.92           | 5,075.00                 | 10,022.92                        |
| Cateroillar Financial Services        | NOTE | 3.400  | 05/13/25 | 23,460.00 |                                    | à.                               | 28,560.00          | 5,100.00           | (26.23)                  | 5,073.77                         |
| General Dynamics Corporation          | NOTE | 3.500  | 05/15/25 | 18,511.11 |                                    | ł,                               | 22,594.44          | 4,083.33           | (2,339.10)               | 1,744.23                         |
| Qualcomm Incorporated                 | NOTE | 3.450  | 05/20/25 | 21,342.08 |                                    | è                                | 26,229.58          | 4,887.50           | (1,302.00)               | 3,585.50                         |
| Pfizer Inc                            | NOTE | 0.800  | 05/28/25 | 5,466.67  | *                                  | è                                | 6,800.00           | 1,333.33           | 1,102.58                 | 2,435.91                         |
| Truist Financial Corp                 | NOTE | 2.285  | 06/09/25 | 3,456.90  | 1                                  | •                                | 9,910.46           | 6,453.56           | 59.01                    | 6,512.57                         |
| Cisco Systems Inc                     | NOTE | 3.500  | 06/15/25 | 14,427.78 | ł                                  | •                                | 18,511.11          | 4,083.33           | 328.92                   | 4,412.25                         |
| Treasury Note                         | NOTE | 0.250  | 06/30/25 | 5,686.14  | 4                                  | •                                | 7,581.52           | 1,895.38           | 775.64                   | 2,671.02                         |
| Treasury Note                         | NOTE | 3.000  | 07/15/25 | 22,255.43 | 9                                  | •                                | 31,100.54          | 8,845.11           | 3,153.14                 | 11,998.25                        |
| Intel Corp                            | NOTE | 3.700  | 07/29/25 | 3,982.64  | 3                                  | •                                | 5,909.72           | 1,927.08           | (1,231.79)               | 695.29                           |
| State Street Corporation              | NOTE | 3.550  | 08/18/25 | 8,480.56  | •                                  | •                                | 14,397.22          | 5,916,66           | (3,999.50)               | 1,917.16                         |
| FNMA Benchmark Note                   | NOTE | 0.375  | 08/25/25 | 1,312.50  | -                                  | 1                                | 2,406.25           | 1,093.75           | 112.90                   | 1,206.65                         |
| Dudinates Merthern Canta Ea Lt C      | NOTE | 3.650  | 09/01/25 | 4,182.29  | 4                                  |                                  | 8,364.58           | 4,182.29           | 373.55                   | 4,555.84                         |

|  |          | Bur    | bank-Glen | dale-Pasade<br>E | na Airport Aut<br>earnings Repo<br>0/01/22-10/31/ | thority - Ope<br>rt<br>22        | rating Account     |           |         |                |                                  |
|--|----------|--------|-----------|------------------|---|----------------------------------|--------------------|-----------|---------|----------------|----------------------------------|
| Type of<br>Investment                          |          | Compon | Maturity  | Previous         | Realized<br>Interest<br>For Period                | Interest<br>Paid At<br>Purc/Recv | Current<br>Accrual | Interes   |         | umrt/Accrt     | Adjusted<br>Total Int.<br>Earned |
| John Deere Ganital Corp                        | NOTE     | 4.050  | 09/08/25  | 4,657.5          |   | 8                                | 10,732.50          | 6,075     | 00'9    | (28.84)        | 6,046.16                         |
| FFCB   | NOTE     | 4.250  | 09/30/25  | 295.1            |   | 6,375.00                         | 25,618.06          | 18,947    | .92     | 418.08         | 19,366.00                        |
| FNMA Benchmark Note                            | NOTE     | 0.500  | 11/07/25  | 24,000.0         |   | A.                               | 29,000.00          | 5,000     | 00.0    | 3,189.17       | 8,189.17                         |
| Lockheed Martin Corporation                    | NOTE     | 3.550  | 01/15/26  | 13,370.0         | 1   | 2                                | 18,647.76          | 5,27      | 19.     | (982.19)       | 4,295.48                         |
| Prudential Financial Inc                       | NOTE     | 1.500  | 03/10/26  | 1,640.6          |   |                                  | 3,984.38           | 2,34      | 3.75    | (452.25)       | 1,891.50                         |
| Sierra Pacific Power                           | NOTE     | 2.600  | 05/01/26  | 17,604.1         | 7 21,125.00                                       | 1                                | 4                  | 3,52(     | .83     | (850.32)       | 2,670.51                         |
| FHIR   | NOTE     | 1.880  | 09/11/26  | 1,041.6          |   | 4                                | 2,604.17           | 1,56      | .50     | (864.12)       | 698.38                           |
| HIH  | NOTE     | 2.130  | 12/11/26  | 24,673.6         |   | 4                                | 31,402.78          | 6,729     | 0.17    | (1,881.94)     | 4,847.23                         |
|  | Subtotal |        |           | \$ 960,464.5     | 8 \$ 338,770.00                                   | \$ 6,375.00                      | \$ 1,009,953.93    | \$ 381,88 | 1.35 \$ | (40,756.20) \$ | 341,128.15                       |
| CASH EQUIVALENTS<br>Blackrock I iquidity Funds |          |        |           |                  | 5,039,52  | Å                                |                    | 5,039     | .52     |                | 5,039.52                         |
| and a franker soosoon                          | Subtotal |        |           |                  | \$ 5,039.52                                       | •                                | •                  | \$ 5,03   | .52 \$  | •              | 5,039.52                         |
| LAIF<br>I ocal Agency Investment Fund          |          |        |           | 65,173.2         | 2 65,173.22                                       | ÷                                | 28,875.20          | 28,87;    | 5.20    |                | 28,875.20                        |
|  | TOTAL    |        |           | \$ 1,025,637.8   | 0 \$ 408,982.74                                   | \$ 6,375.00                      | \$ 1,038,829.13    | \$ 415,79 | \$ 10.6 | (40,756.20) \$ | 375,042.87                       |

|          |                                 | Burl      | aank-Glend | ale-Pasad<br>Statem | lena Airpor<br>ent of Inve<br>\s of 10/31/ | rt Authority<br>stments<br>22 | - PFC Acco | unt        |                         |       |         |                |
|----------|---------------------------------|-----------|------------|---------------------|--|-------------------------------|------------|------------|-------------------------|-------|---------|----------------|
| Purchase | e Type of<br>Investment         | CLISIP    | Counon     | Maturity            | Eff Mat.<br>Date                           | Par<br>Value                  | Purchase   | Market     | Unrealized<br>Gain/Loss | VTM   | Days to | % Mkt<br>Value |
| 10/31/22 | Blackrock Liouidity Funds       | 09248U718 | 0.000      | 10/31/22            | 10/31/22 \$                                | 262.472                       | \$ 262,472 | \$ 262.472 | s                       | 4.09% | 0       | 0.48%          |
| 02/16/22 | Chevron Corp                    | 166764BU3 | 2.300      | 05/11/23            | 11/11/22                                   | 400,000                       | 403,540    | 401,056    | (2,484)                 | 4.80% | 11      | 0.73%          |
| 02/24/22 | 3M Co                           | 88579YBE0 | 1.710      | 02/14/24            | 11/14/22                                   | 375,000                       | 375,705    | 373,579    | (2,126)                 | 5.12% | 14      | 0.68%          |
| 03/04/22 | Treasury Note                   | 91282CAX9 | 0.130      | 11/30/22            | 11/30/22                                   | 300,000                       | 298,313    | 299,061    | 748                     | 3.95% | 30      | 0.55%          |
| 04/25/18 | Bank of America Corp            | 06051GEU9 | 3.300      | 01/11/23            | 01/11/23                                   | 510,000                       | 512,807    | 508,802    | (4,005)                 | 4.47% | 72      | 0.93%          |
| 09/26/19 | Federal National Mortgage Assoc | 3135G0T94 | 2.375      | 01/19/23            | 01/19/23                                   | 1,750,000                     | 1,791,413  | 1,742,248  | (49,165)                | 4.41% | 80      | 3.19%          |
| 03/20/19 | JP Morgan Chase & CO            | 46625HJH4 | 3.200      | 01/25/23            | 01/25/23                                   | 510,000                       | 518,383    | 508,460    | (9,923)                 | 4.47% | 86      | 0.93%          |
| 08/22/19 | Treasury Note                   | 9128283U2 | 2.375      | 01/31/23            | 01/31/23                                   | 2,000,000                     | 2,047,465  | 1,990,620  | (56,845)                | 4.25% | 92      | 3.65%          |
| 03/03/22 | Truist Financial Corp           | 89788MAF9 | 2.280      | 06/09/25            | 01/31/23                                   | 500,000                       | 497,792    | 487,355    | (10,437)                | 4.60% | 92      | 0.89%          |
| 03/18/19 | Unitedhealth Group Inc          | 91324PBZ4 | 2.750      | 02/15/23            | 02/15/23                                   | 390,000                       | 392,376    | 387,789    | (4,587)                 | 4.71% | 107     | 0.71%          |
| 04/05/22 | Federal Home Loan Banks         | 3130AJ7E3 | 1.380      | 02/17/23            | 02/17/23                                   | 1,175,000                     | 1,171,154  | 1,164,425  | (6,729)                 | 4.46% | 109     | 2.13%          |
| 10/02/19 | Pepsico Inc.                    | 713448CG1 | 2.750      | 03/01/23            | 03/01/23                                   | 375,000                       | 387,177    | 372,544    | (14,633)                | 4.72% | 121     | 0.68%          |
| 05/02/22 | Treasury Note                   | 912828ZD5 | 0.500      | 03/15/23            | 03/15/23                                   | 800,000                       | 789,906    | 788,624    | (1,282)                 | 4.37% | 135     | 1.44%          |
| 11/19/19 | Treasury Note                   | 9128284L1 | 2.750      | 04/30/23            | 04/30/23                                   | 2,000,000                     | 2,070,830  | 1,984,140  | (86,690)                | 4.37% | 181     | 3.64%          |
| 11/03/20 | Loews Corporation               | 540424AQ1 | 2.625      | 05/15/23            | 05/15/23                                   | 425,000                       | 441,638    | 419,479    | (22,159)                | 5.10% | 196     | 0.77%          |
| 06/06/19 | Public Service Electric And Gas | 74456QBC9 | 2.375      | 05/15/23            | 05/15/23                                   | 300,000                       | 302,050    | 295,518    | (6,532)                 | 5.22% | 196     | 0.54%          |
| 05/02/22 | Treasury Note                   | 912828ZP8 | 0.130      | 05/15/23            | 05/15/23                                   | 800,000                       | 783,406    | 781,280    | (2,126)                 | 4.55% | 196     | 1.43%          |
| 02/04/19 | Simon Property Group LP         | 828807DD6 | 2.750      | 06/01/23            | 06/01/23                                   | 300,000                       | 298,333    | 295,665    | (2,668)                 | 5.29% | 213     | 0.54%          |
| 02/19/20 | FHLMC                           | 3137EAEN5 | 2.750      | 06/19/23            | 06/19/23                                   | 1,875,000                     | 1,984,696  | 1,851,019  | (133,677)               | 4.82% | 231     | 3.39%          |
| 03/14/22 | FNMA                            | 3135G05G4 | 0.250      | 07/10/23            | 07/10/23                                   | 1,200,000                     | 1,178,796  | 1,163,004  | (15,792)                | 4.84% | 252     | 2.13%          |
| 01/31/22 | Treasury Note                   | 91282CCN9 | 0.130      | 07/31/23            | 07/01/23                                   | 2,000,000                     | 1,971,406  | 1,933,520  | (37,886)                | 4.69% | 243     | 3.54%          |
| 01/21/20 | FNMA                            | 3135G0U43 | 2.875      | 09/12/23            | 09/12/23                                   | 1,400,000                     | 1,464,189  | 1,377,516  | (86,673)                | 4.79% | 316     | 2.52%          |
| 07/31/19 | Treasury Note                   | 9128285D8 | 2.875      | 09/30/23            | 09/30/23                                   | 1,875,000                     | 1,959,890  | 1,847,250  | (112,640)               | 4.54% | 334     | 3.38%          |
| 02/19/20 | Treasury Note                   | 9128285P1 | 2.875      | 11/30/23            | 11/30/23                                   | 800,000                       | 856,141    | 785,096    | (71,045)                | 4.66% | 395     | 1,44%          |
| 03/20/19 | Citibank NA                     | 17325FAS7 | 3.650      | 01/23/24            | 01/23/24                                   | 550,000                       | 557,000    | 541,673    | (15,327)                | 4.93% | 449     | 0.99%          |
| 03/26/21 | IBM Corp                        | 459200HU8 | 3.625      | 02/12/24            | 02/12/24                                   | 410,000                       | 441,862    | 402,956    | (38,906)                | 5.02% | 469     | 0.74%          |
| 04/30/21 | Treasury Note                   | 91282CBM2 | 0.125      | 02/15/24            | 02/15/24                                   | 1,750,000                     | 1,737,221  | 1,651,633  | (85,588)                | 4.66% | 472     | 3.03%          |
| 04/26/21 | Metlife Inc                     | 59156RBH0 | 3.600      | 04/10/24            | 04/10/24                                   | 425,000                       | 460,084    | 415,633    | (44,451)                | 5.20% | 527     | 0.76%          |
| 09/25/20 | Comcast Corporation             | 20030NCR0 | 3.700      | 04/15/24            | 04/15/24                                   | 425,000                       | 465,452    | 417,112    | (48,340)                | 5.04% | 532     | 0.76%          |
| 03/16/21 | Bank of New York Mellon Corp    | 06406HCV9 | 3.400      | 05/15/24            | 05/15/24                                   | 475,000                       | 510,244    | 463,101    | (47,143)                | 5.11% | 562     | 0.85%          |
| 01/18/22 | Target Corporation              | 87612EBD7 | 3.500      | 07/01/24            | 07/01/24                                   | 425,000                       | 446,008    | 415,939    | (30,069)                | 4.84% | 609     | 0.76%          |
| 11/03/20 | Bristol-Myers Squibb Co         | 110122CM8 | 2.900      | 07/26/24            | 07/26/24                                   | 450,000                       | 480,768    | 435,434    | (45,334)                | 4.86% | 634     | 0.80%          |

| Jurchas    | e Type of                        |           | Country | Maturity | Eff Mat. | Par       | Purchase  | Market    | Unrealized | VTM   | Days to | % Mkt |
|------------|----------------------------------|-----------|---------|----------|----------|-----------|-----------|-----------|------------|-------|---------|-------|
| 10/31/19   | Honewell International Inc       | 438516BW5 | 2 300   | 08/15/24 | 08/15/24 | 390.000   | 399 138   | 373.491   | (25.647)   | 4.80% | 654     | 0.68% |
| 06/30/21   | Treasury Note                    | 9128282U3 | 1.875   | 08/31/24 | 08/31/24 | 1,600,000 | 1,669,813 | 1,524,128 | (145,685)  | 4.60% | 670     | 2.79% |
| 05/20/21   | United Parcel Service            | 911312BT2 | 2.200   | 09/01/24 | 09/01/24 | 374,000   | 391,124   | 356,688   | (34,436)   | 4.87% | 671     | 0.65% |
| 02/12/20   | PNC Funding Corp                 | 69353REF1 | 3.300   | 10/30/24 | 10/30/24 | 325,000   | 345,449   | 312,510   | (32,939)   | 5.35% | 730     | 0.57% |
| 09/24/20   | Wisconsin Electric Power Company | 976656CL0 | 2.050   | 12/15/24 | 12/15/24 | 350,000   | 368,382   | 329,455   | (38,927)   | 5.00% | 776     | 0.60% |
| 01/06/22   | FFCB                             | 3133ENKS8 | 1.130   | 01/06/25 | 01/06/25 | 460,000   | 458,965   | 426,719   | (32,246)   | 4.65% | 798     | 0.78% |
| 12/10/21   | FNMA                             | 3135G0X24 | 1.630   | 01/07/25 | 01/07/25 | 1,750,000 | 1,782,200 | 1,642,480 | (139,720)  | 4.61% | 662     | 3.01% |
| 05/11/22   | Apple Inc                        | 037833DF4 | 2.750   | 01/13/25 | 01/13/25 | 425,000   | 422,980   | 408,004   | (14,976)   | 4.68% | 805     | 0.75% |
| 02/17/22   | US Bank NA/Cincinnati            | 90331HPL1 | 2.050   | 01/21/25 | 01/21/25 | 475,000   | 475,751   | 443,878   | (31,873)   | 5.21% | 813     | 0.81% |
| 09/15/22   | Merck & Co Inc                   | 58933YAR6 | 2.750   | 02/10/25 | 02/10/25 | 434,000   | 421,031   | 414,761   | (6,270)    | 4.83% | 833     | 0.76% |
| 01/06/22   | FHLMC Reference Note             | 3137EAEP0 | 1.500   | 02/12/25 | 02/12/25 | 1,750,000 | 1,765,705 | 1,636,968 | (128,737)  | 4.51% | 835     | 3.00% |
| 03/04/22   | FFCB                             | 3133ENPY0 | 1.750   | 02/25/25 | 02/25/25 | 1,250,000 | 1,252,738 | 1,171,588 | (81,150)   | 4.64% | 848     | 2.15% |
| 12/22/20   | Exxon Mobil Corp                 | 30231GAF9 | 2.709   | 03/06/25 | 03/06/25 | 400,000   | 426,156   | 381,768   | (44,388)   | 4.78% | 857     | 0.70% |
| 11/03/20   | Ace InA Holdings Inc             | 00440EAS6 | 3.150   | 03/15/25 | 03/15/25 | 435,000   | 474,791   | 415,673   | (59,118)   | 5.16% | 866     | 0.76% |
| 09/30/21   | Treasury Note                    | 912828ZF0 | 0:050   | 03/31/25 | 03/31/25 | 1,600,000 | 1,591,125 | 1,458,368 | (132,757)  | 4.40% | 882     | 2.67% |
| 02/12/21   | General Dynamics Corporation     | 369550BK3 | 3.250   | 04/01/25 | 04/01/25 | 50,000    | 54,979    | 48,073    | (6,906)    | 4.96% | 883     | %60.0 |
| 09/28/20   | Federal Home Loan Banks          | 3130AJHU6 | 0.500   | 04/14/25 | 04/14/25 | 1,450,000 | 1,453,984 | 1,314,628 | (139,356)  | 4.57% | 896     | 2.41% |
| 05/04/22   | Home Depot Inc                   | 437076CM2 | 2.700   | 04/15/25 | 04/15/25 | 425,000   | 418,714   | 404,239   | (14,475)   | 4.83% | 897     | 0.74% |
| 12/01/21   | FNMA                             | 3135G03U5 | 0.630   | 04/22/25 | 04/22/25 | 1,225,000 | 1,190,032 | 1,111,786 | (78,246)   | 4.62% | 904     | 2.04% |
| 06/06/22   | Caterpillar Financial Services   | 14913R2V8 | 3.400   | 05/13/25 | 05/13/25 | 425,000   | 426,632   | 410,240   | (16,392)   | 4.87% | 925     | 0.75% |
| 05/11/21   | General Dynamics Corporation     | 369550BG2 | 3.500   | 05/15/25 | 05/15/25 | 350,000   | 380,073   | 339,073   | (41,000)   | 4.82% | 927     | 0.62% |
| 02/10/22   | Qualcomm Incorporated            | 747525AF0 | 3.450   | 05/20/25 | 05/20/25 | 400,000   | 412,594   | 385,856   | (26,738)   | 4.94% | 932     | 0.71% |
| 12/15/21   | Pfizer Inc                       | 717081EX7 | 0.800   | 05/28/25 | 05/28/25 | 475,000   | 466,704   | 431,371   | (35,333)   | 4,62% | 940     | 0.79% |
| 06/15/22   | Cisco Systems Inc                | 17275RAW2 | 3.500   | 06/15/25 | 06/15/25 | 400,000   | 397,604   | 388,564   | (9,040)    | 4.67% | 958     | 0.71% |
| 09/01/22   | Treasury Note                    | 91282CEU1 | 2.875   | 06/15/25 | 06/15/25 | 1,600,000 | 1,571,813 | 1,538,128 | (33,685)   | 4.45% | 958     | 2.82% |
| 11/17/20   | Treasury Note                    | 912828ZW3 | 0.250   | 06/30/25 | 06/30/25 | 1,750,000 | 1,710,434 | 1,569,803 | (140,631)  | 4.38% | 973     | 2.88% |
| 09/30/22   | Treasury Note                    | 91282CEY3 | 3.000   | 07/15/25 | 07/15/25 | 1,200,000 | 1,162,125 | 1,155,840 | (6,285)    | 4.46% | 988     | 2.12% |
| 09/25/20   | Intel Corp                       | 458140AS9 | 3.700   | 07/29/25 | 07/29/25 | 400,000   | 447,035   | 388,316   | (58,719)   | 4.85% | 1002    | 0.71% |
| 09/24/20   | State Street Corporation         | 857477AT0 | 3.550   | 08/18/25 | 08/18/25 | 475,000   | 531,317   | 456,665   | (74,652)   | 5.04% | 1022    | 0.84% |
| 06/14/22   | Burlington Northern Santa Fe LLC | 12189LAY7 | 3.650   | 09/01/25 | 09/01/25 | 325,000   | 322,094   | 312,735   | (9,359)    | 5.10% | 1036    | 0.57% |
| 09/08/22   | John Deere Capital Corp          | 24422EWJ4 | 4.050   | 09/08/25 | 09/08/25 | 425,000   | 425,518   | 415,187   | (10,331)   | 4.93% | 1043    | 0.76% |
| COLUMN THE | EECB                             | 3133ENP5  | 4.250   | 09/30/25 | 09/30/25 | 1,000,000 | 995,939   | 990,860   | (5,079)    | 4.59% | 1065    | 1.829 |

| Burbank-Glendale-Pasadena Airport Authority - PFC Account<br>Statement of Investments<br>As of 10/31/22 | % Mkt<br>Value          | 5.14%               | 0.73%                       | 0.73%                     | 0.63%                | 0.50%     | 1.17%     | 100.00%                   |               |
|---|-------------------------|---------------------|-----------------------------|---------------------------|----------------------|-----------|-----------|---------------------------|---------------|
|   | Days to<br>Eff. Mat.    | 1103                | 1172                        | 1226                      | 1278                 | 1411      | 1502      | 597                       |               |
|   | YTM B                   | 4.48%               | 4.82%                       | 5.22%                     | 5.19%                | 4.54%     | 4.54%     | 4.64%                     |               |
|   | Unrealized<br>Gain/Loss | (335,479)           | (33,322)                    | (56,335)                  | (45,037)             | (43,592)  | (83,306)  | \$ (3,346,681)            |               |
|   | Market<br>Value         | 2,804,637           | 399,491                     | 399,002                   | 344,246              | 271,935   | 637,112   | \$ 54,578,269             |               |
|   | Purchase<br>Cost        | 3,140,116           | 432,813                     | 455,337                   | 389,283              | 315,527   | 720,418   | \$ 57,924,950<br>5.128365 | \$ 63,053,315 |
| estments<br>/22   | Par<br>Value            | 3,155,000           | 415,000                     | 450,000                   | 375,000              | 300,000   | 700,000   | \$ 57,020,472             | 1.00          |
| Burbank-Glendale-Pasadena Airport.<br>Statement of Invest<br>As of 10/31/22                             | Eff Mat.<br>Date        | 11/07/25            | 01/15/26                    | 03/10/26                  | 05/01/26             | 09/11/26  | 12/11/26  | 2                         |               |
|   | Maturity<br>Date        | 11/07/25            | 01/15/26                    | 03/10/26                  | 05/01/26             | 09/11/26  | 12/11/26  |                           |               |
|   | Coupon                  | 0.500               | 3.550                       | 1.500                     | 2,600                | 1.880     | 2.130     |                           |               |
|   | CUSIP                   | 3135G06G3           | 539830BH1                   | 74432QCH6                 | 826418BM6            | 3130A8XY4 | 3130A9YY1 | Subtotal                  | TOTAL         |
|   | Type of<br>Investment   | FNMA Benchmark Note | Lockheed Martin Corporation | Prudential Financial Inc. | Sierra Pacific Power | FHLB      | FHLB      | DEC Rank Ralance          |               |
|   | Purchase<br>Date        | 11/17/20            | 06/30/21                    | 08/30/21                  | 11/29/21             | 09/13/21  | 01/13/22  |                           |               |

|   |        |                       |                  |                  |         |                       |                 |                 |             | Gain /<br>(Loss)      |   | y c | • • | 1 |   |
|---|--------|-----------------------|------------------|------------------|---------|-----------------------|-----------------|-----------------|-------------|-----------------------|---|-----|-----|---|---|
|   |        |                       |                  |                  |         |                       |                 |                 |             | Purchase<br>Cost      |   |     |     |   |   |
|   |        | Prepaid<br>Interest   | (1,416.67)       | (1,416.67)       |         | Gain /<br>(Loss)      | (9,770.00)      | (9,770.00)      |             | Sale<br>Amount        | * | •   | • • | - |   |
| count   |        | Purchase<br>Cost      | \$ 995,940.00 \$ | \$ 995,940.00 \$ |         | Purchase<br>Cost      | \$ 1,009,770.00 | \$ 1,009,770.00 |             | Sale<br>Price         | S |     |     |   | ~ |
| lority - PFC Ac<br>Ities - Sales              |        | Purchase<br>Price     | 99.59400         |                  |         | Purchase<br>Price     | 100.97700       |                 | LIVERS      | Par<br>Value          |   |     |     |   |   |
| a Airport Auth<br>ases - Maturi<br>f 10/31/22 | CHASES | Par<br>Value          | \$ 1,000,000     | \$ 1,000,000.00  | URITIES | Par<br>Value          | 1,000,000.00    | \$ 1,000,000.00 | PTIONS / DE | Sale<br>Date          |   |     |     |   |   |
| e-Pasadena<br>nt of Purch<br>As o             | PUR    | Maturity<br>Date      | 09/30/25         | -                | TAM     | Maturity<br>Date      | 10/05/22        |                 | S / REDEM   | Maturity<br>Date      | - |     |     |   |   |
| ik-Glendal<br>Stateme                         |        | Coupon                | 4.250            |                  |         | Coupon                | 2.000           |                 | SALE        | Coupon                |   |     |     |   |   |
| Burbar  |        | CUSIP                 | 3133ENP5         |                  |         | CUSIP                 | 3135G0T78       |                 |             | CUSIP                 |   |     |     |   |   |
|   |        | Type of<br>Investment |                  | ES               |         | Type of<br>Investment |                 | ES              |             | Type of<br>Investment |   |     |     |   |   |
|   |        | Purchase<br>Date      | 10/11/22 FFCB    | TOTAL PURCHAS    |         | Purchase<br>Date      | 09/12/19 FNMA   | TOTAL MATURITI  |             | Purchase<br>Date      |   |     |     |   |   |

|                                 |      | Burban  | k-Glendal | e-Pasadena<br>Earnin<br>10/01/2 | Airport Auth<br>gs Report<br>2-10/31/22 | ority - PFC A       | count     |          |                          |                        |
|---------------------------------|------|---------|-----------|---------------------------------|---|---------------------|-----------|----------|--------------------------|------------------------|
| Type of<br>Invoctment           | Tuno | Compon  | Maturity  | Previous                        | Realized<br>Interest<br>For Deriod      | Interest<br>Paid At | Current   | Interest | Amrt/Accrt<br>For Period | Adjusted<br>Total Int. |
| IIIACONICII                     | addi | Indanoo | חמוב      | AUCIUM                          |   | LUICINECY           | ACCIUM    | רמווובח  |                          | Califer                |
| FIXED INCOME<br>FNMA            | NOTE | 2.000   | 10/05/22  | 9.777.78                        | 10.000.00                               | 3                   |           | 222.22   |                          | 222.22                 |
| Treasury Note                   | NOTE | 0.130   | 11/30/22  | 126.02                          |   | 4                   | 157.79    | 31.77    | 195.20                   | 226.97                 |
| Bank of America Corp            | NOTE | 3.300   | 01/11/23  | 3,740.00                        | 4                                       | ł                   | 5,142.50  | 1,402.50 | (262.78)                 | 1,139.72               |
| Federal National Mortgage Assoc | NOTE | 2.375   | 01/19/23  | 8,312.50                        |   |                     | 11,776.04 | 3,463.54 | (1,066.94)               | 2,396.60               |
| JP Morgan Chase & CO            | NOTE | 3.200   | 01/25/23  | 2,992.00                        |   | k)                  | 4,352.00  | 1,360.00 | (322.15)                 | 1,037.85               |
| Treasury Note                   | NOTE | 2.375   | 01/31/23  | 8,002.72                        | r                                       | D                   | 12,004.08 | 4,001.36 | (1,500.06)               | 2,501.30               |
| Unitedhealth Group Inc          | NOTE | 2.750   | 02/15/23  | 1,370.42                        | ,                                       | ŝ                   | 2,264.17  | 893.75   | (119.82)                 | 773.93                 |
| Federal Home Loan Banks         | NOTE | 1.380   | 02/17/23  | 1,974.65                        | *                                       | ł                   | 3,321.01  | 1,346.36 | 370.97                   | 1,717.33               |
| Pepsico Inc.                    | NOTE | 2.750   | 03/01/23  | 859.38                          | •                                       | 1                   | 1,718.75  | 859.37   | (386.32)                 | 473.05                 |
| Treasury Note                   | NOTE | 0.500   | 03/15/23  | 176.80                          | 1                                       | 9                   | 519.34    | 342.54   | 990.21                   | 1,332.75               |
| Treasury Note                   | NOTE | 2.750   | 04/30/23  | 23,016.30                       | 27,500.00                               | 3                   | 151.93    | 4,635.63 | (1,878.22)               | 2,757.41               |
| Chevron Corp                    | NOTE | 2.300   | 05/11/23  | 2,165.23                        | ч                                       | ł                   | 3,481.36  | 1,316.13 | (245.50)                 | 1,070.63               |
| Loews Corporation               | NOTE | 2.625   | 05/15/23  | 4,214.58                        | 4                                       | ý                   | 5,144.27  | 929.69   | (594.28)                 | 335.41                 |
| Public Service Electric And Gas | NOTE | 2.375   | 05/15/23  | 2,691.67                        |   | i.                  | 3,285.42  | 593.75   | (60.22)                  | 533.53                 |
| Treasury Note                   | NOTE | 0.130   | 05/15/23  | 377.72                          | Ŷ                                       | ų.                  | 461.96    | 84.24    | 1,364.47                 | 1,448.71               |
| Simon Property Group LP         | NOTE | 2.750   | 06/01/23  | 2,750.00                        | *                                       | 5                   | 3,437.50  | 687.50   | 24.74                    | 712.24                 |
| FHLMC                           | NOTE | 2.750   | 06/19/23  | 14,609.38                       | 9                                       | á.                  | 18,906.25 | 4,296.87 | (2,796.51)               | 1,500.36               |
| FNMA                            | NOTE | 0.250   | 07/10/23  | 675.00                          | 1                                       | á                   | 925.00    | 250.00   | 1,339.20                 | 1,589.20               |
| Treasury Note                   | NOTE | 0.130   | 07/31/23  | 421.20                          | ł                                       | ŝ                   | 631.79    | 210.59   | 1,658,14                 | 1,868.73               |
| FNMA                            | NOTE | 2.875   | 09/12/23  | 2,124.31                        | 1                                       | i.                  | 5,478.47  | 3,354.16 | (1,469.98)               | 1,884.18               |
| Treasury Note                   | NOTE | 2.875   | 09/30/23  | 148.09                          | \$                                      | j.                  | 4,739.01  | 4,590.92 | (1,818.51)               | 2,772.41               |
| Treasury Note                   | NOTE | 2.875   | 11/30/23  | 7,729.51                        | 4                                       | i                   | 9,677.60  | 1,948.09 | (1,277.00)               | 671.09                 |
| Citibank NA                     | NOTE | 3.650   | 01/23/24  | 3,791.94                        | 4                                       | à                   | 5,464.86  | 1,672.92 | (104.45)                 | 1,568.47               |
| IBM Corp                        | NOTE | 3.625   | 02/12/24  | 2,022.95                        | 4                                       |                     | 3,261.49  | 1,238.54 | (980.71)                 | 257.83                 |
| Treasury Note                   | NOTE | 0.125   | 02/15/24  | 279.38                          | •                                       |                     | 463.65    | 184.27   | 450.62                   | 634.89                 |
| 3M Co                           | NOTE | 1.710   | 02/14/24  | 1,569.18                        | •                                       | ì                   | 2,604.18  | 1,035.00 | (34.10)                  | 1,000.90               |
| Metlife Inc                     | NOTE | 3.600   | 04/10/24  | 7,267.50                        | 7,650,00                                | ł                   | 892.50    | 1,275.00 | (1,031.18)               | 243.82                 |
| Comcast Corporation             | NOTE | 3.700   | 04/15/24  | 7,250.97                        | 7,862.50                                | 4                   | 698.89    | 1,310.42 | (1,025.64)               | 284.78                 |
| Bank of New York Mellon Corp    | NOTE | 3.400   | 05/15/24  | 6,101.11                        |   |                     | 7,446.94  | 1,345.83 | (988.67)                 | 357.16                 |
| Target Corporation              | NOTE | 3.500   | 07/01/24  | 3,718.75                        | d<br>L                                  | i.                  | 4,958.33  | 1,239,58 | (719.16)                 | 520.42                 |
| Bristol-Myers Squibb Co         | NOTE | 2.900   | 07/26/24  | 2,356.25                        | 1                                       | 5                   | 3,443.75  | 1,087.50 | (734.97)                 | 352.53                 |
| Honeywell International Inc     | NOTE | 2.300   | 08/15/24  | 1,146.17                        | 4                                       | a                   | 1,893.67  | 747.50   | (194.99)                 | 552.51                 |
| Treasury Note                   | NOTE | 1.875   | 08/31/24  | 2,569.06                        |   |                     | 5,138.12  | 2,569.06 | (1,870.52)               | 698.54                 |
|                                  |      |        |          | 10/01/2   | gs Report<br>2-10/31/22 |                     |           |          |            |                        |
|----------------------------------|------|--------|----------|-----------|-------------------------|---------------------|-----------|----------|------------|------------------------|
|                                  |      |        |          |           |                         |                     |           |          |            |                        |
| Tvpe of                          |      |        | Maturity | Previous  | Realized                | Interest<br>Paid At | Current   | Interest | Amrt/Accrt | Adjusted<br>Total Int. |
| Investment                       | Type | Coupon | Date     | Accrual   | For Period              | Purc/Recv           | Accrual   | Earned   | For Period | Earned                 |
| United Parcel Service            | NOTE | 2.200  | 09/01/24 | 685.67    |                         | 3                   | 1,371.33  | 685.66   | (478.18)   | 207.48                 |
| PNC Funding Corp                 | NOTE | 3.300  | 10/30/24 | 4,498.54  | 5,362.50                | a                   | 29.79     | 893.75   | (359.06)   | 534.69                 |
| Wisconsin Electric Power Company | NOTE | 2.050  | 12/15/24 | 2,112.64  | 4                       | 5                   | 2,710.56  | 597.92   | (377.41)   | 220.51                 |
| FFCB                             | NOTE | 1.130  | 01/06/25 | 1,221.88  |                         | 3                   | 1,653.13  | 431.25   | 28.88      | 460.13                 |
| FNMA                             | NOTE | 1.630  | 01/07/25 | 6,635.42  | 1                       |                     | 9,005.21  | 2,369.79 | (875.00)   | 1,494.79               |
| Apple Inc                        | NOTE | 2.750  | 01/13/25 | 2,532.29  | •                       | 4                   | 3,506.25  | 973.96   | 63.13      | 1,037.09               |
| US Bank NA/Cincinnati            | NOTE | 2.050  | 01/21/25 | 1,893.40  | ĩ                       | +                   | 2,704.86  | 811.46   | (21.46)    | 790.00                 |
| Merck & Co Inc                   | NOTE | 2.750  | 02/10/25 | 1,690.79  |                         | 8                   | 2,685.38  | 994.59   | 451.89     | 1,446.48               |
| FHLMC Reference Note             | NOTE | 1.500  | 02/12/25 | 3,572.92  | 1                       | à                   | 5,760.42  | 2,187.50 | (423.98)   | 1,763.52               |
| FFCB                             | NOTE | 1.750  | 02/25/25 | 2,187.50  |                         | 4                   | 4,010.42  | 1,822.92 | (76.90)    | 1,746.02               |
| Exxon Mobil Corp                 | NOTE | 2.709  | 03/06/25 | 752.50    | 1                       |                     | 1,655.50  | 903.00   | (554.63)   | 348.37                 |
| Ace InA Holdings Inc             | NOTE | 3.150  | 03/15/25 | 609.00    |                         | ł                   | 1,750.88  | 1,141.88 | (796.61)   | 345.27                 |
| Treasury Note                    | NOTE | 0.050  | 03/31/25 | 21.98     | •                       | 4                   | 703.30    | 681.32   | 215.45     | 896.77                 |
| General Dynamics Corporation     | NOTE | 3.250  | 04/01/25 | 9         | 1                       | 0                   | 135.42    | 135.42   | (100.50)   | 34.92                  |
| Federal Home Loan Banks          | NOTE | 0.500  | 04/14/25 | 3,363.19  | 3,625.00                | 4                   | 342.36    | 604.17   | (74.30)    | 529.87                 |
| Home Depot Inc                   | NOTE | 2.700  | 04/15/25 | 5,833.13  | 6,279.38                | •                   | 510.00    | 956.25   | 178.07     | 1,134.32               |
| FNMA                             | NOTE | 0.630  | 04/22/25 | 3,381.51  | 3,828.13                | į                   | 191.41    | 638.03   | 1,029.98   | 1,668.01               |
| Caterpillar Financial Services   | NOTE | 3.400  | 05/13/25 | 5,539.17  | v                       |                     | 6,743.33  | 1,204.16 | (46.43)    | 1,157.73               |
| General Dynamics Corporation     | NOTE | 3.500  | 05/15/25 | 4,627.78  | 6                       | , i                 | 5,648.61  | 1,020.83 | (635.58)   | 385.25                 |
| Qualcomm Incorporated            | NOTE | 3.450  | 05/20/25 | 5,021.67  | ė                       | <u>(</u> 4          | 6,171.67  | 1,150.00 | (318.41)   | 831.59                 |
| Pfizer Inc.                      | NOTE | 0.800  | 05/28/25 | 1,298.33  | •                       | ġ                   | 1,615.00  | 316.67   | 204,10     | 520.77                 |
| Truist Financial Corp            | NOTE | 2.280  | 06/09/25 | 823.07    | š                       | ,                   | 2,359.63  | 1,536.56 | •          | 1,536.56               |
| Cisco Systems Inc                | NOTE | 3.500  | 06/15/25 | 4,122.22  | •                       | a.                  | 5,288.89  | 1,166.67 | 66,68      | 1,233.35               |
| Treasury Note                    | NOTE | 2.875  | 06/15/25 | 13,573.77 | 4                       | 4                   | 17,469,95 | 3,896.18 | 859.21     | 4,755.39               |
| Treasury Note                    | NOTE | 0.250  | 06/30/25 | 1,105.64  | ł                       | å                   | 1,474.18  | 368.54   | 933.67     | 1,302.21               |
| Treasury Note                    | NOTE | 3.000  | 07/15/25 | 7,630.43  |                         | A                   | 10,663.04 | 3,032.61 | 1,081.08   | 4,113.69               |
| Intel Corp                       | NOTE | 3.700  | 07/29/25 | 2,548.89  | •                       |                     | 3,782.22  | 1,233.33 | (837.37)   | 395.96                 |
| State Street Corporation         | NOTE | 3.550  | 08/18/25 | 2,014.13  | ÷                       | 5                   | 3,419.34  | 1,405.21 | (1,012.80) | 392.41                 |
| Burlington Northern Santa Fe LLC | NOTE | 3,650  | 09/01/25 | 988.54    | ÷                       | ,L                  | 1,977.08  | 988.54   | 75.47      | 1,064.01               |
| John Deere Capital Corp          | NOTE | 4.050  | 09/08/25 | 1,099.69  | a.                      | 1                   | 2,534.06  | 1,434.37 | (14.46)    | 1,419.91               |
| FFCB                             | NOTE | 4.250  | 09/30/25 | ù.        | 1                       | 1,416.67            | 3,659.72  | 2,243.05 | 72.23      | 2,315.28               |
| FNMA Benchmark Note              | NOTE | 0.500  | 11/07/25 | 6,310.00  | ł                       | è.                  | 7,624.58  | 1,314.58 | 311.02     | 1,625.60               |
| Lockheed Martin Corporation      | NOTE | 3.550  | 01/15/26 | 3,110.19  | 6                       | 1                   | 4,337.90  | 1,227.71 | (343.47)   | 884.24                 |
| Prudential Financial Inc.        | NOTE | 1.500  | 03/10/26 | 393.75    | 1                       | 1.<br>E             | 956.25    | 562.50   | (98.18)    | 464.32                 |

|                       | Adjusted<br>sst Amrt/Accrt Total Int.<br>ed For Period Earned | 12.50 (264.67) 547.8 | 58.75 (259.24) 209.5 | 39.58 (346.67) 892.9 | 77.81 \$ (17,833.58) \$ 76,144.2 | 18.73 - 718.7                                 | 18.73 \$ - \$ 718.7 | 16.54 \$ (17,833.58) \$ 76,862.9 |
|-----------------------|---|----------------------|----------------------|----------------------|----------------------------------|---|---------------------|----------------------------------|
|                       | it Intere<br>al Earn  | - 8                  | .25 46               | .72 1,2:             | .26 \$ 93,97                     | - 1   | - \$ 7              | 26 \$ 94,69                      |
| Account               | Curren<br>Accrua  |                      | 781                  | 5,784                | 7 \$ 264,860                     |   | s                   | 7 \$ 264,860                     |
| only - rrc            | Interest<br>Paid At<br>Purc/Recv                              |                      | .4                   | đ                    | \$ 1,416.6                       |   | 5                   | \$ 1,416.6                       |
| s Report<br>-10/31/22 | Realized<br>Interest<br>For Period                            | 4,875.00             | •                    | -                    | \$ 76,982.51                     | 718.73  | \$ 718.73           | \$ 77,701.24                     |
| Earning<br>10/01/22   | Previous<br>Accrual   | 4,062.50             | 312.50               | 4,545.14             | \$ 246,448.29                    | 3   | -                   | \$ 246,448.29                    |
|                       | Maturity<br>Date  | 05/01/26             | 09/11/26             | 12/11/26             |                                  |   |                     |                                  |
|                       | Coupon  | 2.600                | 1.880                | 2.130                |                                  |   | į                   |                                  |
|                       | Type  | NOTE                 | NOTE                 | NOTE                 | Subtota                          |   | Subtota             | TOTAL                            |
|                       | Type of<br>Investment   | Sierra Pacific Power | FHLB                 | FHLB                 |                                  | CASH EQUIVALENTS<br>Blackrock Liquidity Funds |                     |                                  |

| -        |                       |                       |                        |       |                      |  |                           |                          |                          |       |   |
|----------|-----------------------|-----------------------|------------------------|-------|----------------------|--|---------------------------|--------------------------|--------------------------|-------|---|
|          |                       | Mandhin D             | Jouformondo            |       |                      | October 2022   | Fieral VTI                | Darformance              | - CODC whith 1           | Ortoh | loc 20251                               |
| 1        | V                     | NIORUNI T             | enormance              | 4     | ц                    |  | F F                       | G                        | H H                      | - 100 | 1 |
| -        | X                     | D                     | Actual \$              |       | Variance             |  |                           | 2                        | Actual \$                |       | Variance                                |
|          | Actual \$<br>Oct 2022 | Budget<br>Oct 2022    | Prior Year<br>Oct 2021 | Note  | Actual Vs.<br>Budget |  | Fiscal<br>YTD             | Fiscal<br>YTD Budget     | Prior Year<br>Fiscal YTD | Note  | Actual Vs.<br>Budget                    |
|          | 1                     |                       |                        |       |                      | OPERATING ACTIVITY<br>CASH RECEIPTS FROM OPERATIONS            |                           |                          |                          |       |   |
|          | \$437,556             | \$375,000             | \$349,596              | (2)   | \$62,556<br>274 752  | Landing/Fuel Fees  | \$1,837,069<br>10,002,866 | \$1,545,584<br>8 201 800 | \$1,337,257<br>8 740 687 | 88    | \$291,485                               |
| 2 1      | 1 405 036             | 101,906,1             | C87'170'7              | (2)   | 700 626              | raining rees<br>Rental/Concession Receipts - Terminal Building | 5.877.143                 | 4.725.691                | 5.125.769                | (4)   | 1.151.452                               |
| 2 4      | 1.279.889             | 1.281.226             | 1,365,908              | E (2) | (1,337)              | Rental Receipts - Other Buildings                              | 5,371,720                 | 5,124,904                | 4,922,967                | 2     | 246,816                                 |
| - 40     | 328,948               | 170,000               | 208,273                | (9)   | 158,948              | Ground Transportation  | 1,220,014                 | 708,677                  | 737,154                  | (9)   | 511,337                                 |
| 6        | 134,816               | 81,666                | 167,081                | E     | 53,150               | Other Receipts   | 603,380                   | 339,610                  | 366,254                  | 6     | 263,770                                 |
| ~ 0      | 35/,5/9               | 295,833<br>CE 200 834 | 414,05/<br>26,550,170  | (0)   | 61,740<br>S078 010   | investment receipts + treasurer/other interest carried         | \$26,912,488              | \$21,919,697             | \$22 585 298             | 00    | 54 992 791                              |
| 0        | th / c / 7'ne         | 100,000,00            | 011"000"00             | 1.1   | 0.000                | CASH DISBURSEMENTS FROM OPERATIONS                             |                           |                          |                          | 2     |   |
| <b>m</b> | (\$120,313)           | (\$135,905)           | (\$121,683)            | (10)  | \$15,592             | Administrative Supplies & Costs                                | (\$379,961)               | (\$493,141)              | (\$337,164)              | (10)  | \$113,180                               |
| 10       | (327,731)             | (368,610)             | (317,378)              | (11)  | 40,879               | Operating Supplies & Maintenance                               | (1,458,332)               | (1,513,003)              | (1,188,596)              | (11)  | 54,671                                  |
| 1        | (2,595,347)           | (2,835,784)           | (2,390,944)            | (12)  | 240,437              | Contractual Operating Costs                                    | (10,713,798)              | (11,343,146)             | (9,223,968)              | (12)  | 629,348                                 |
| 12       | (171,650)             | (304,024)             | (289,520)              | (13)  | 132,374              | Contractual Professional Services                              | (2,653,637)               | (3,217,952)              | (2,6/0,566)              | (13)  | 016,900<br>070 03                       |
| 23       | (478,749)             | (492,392)             | (568,612)              | (14)  | 13,043               | Wages & Benefits<br>Other Onersting Costs                      | (001'040')                | (109/882/2)              | (121,121,2)              | (41)  | 41.576                                  |
| 4 4      | (380,375)             | (380.375)             | (380.125)              | (ci)  | 07/01                | Bond Debt Service – 2015 Bonds                                 | (1,521,500)               | (1,521,500)              | (1,520,500)              | Int   | 0                                       |
| 2 9      | (822,824)             | (636,161)             | (645,929)              | (16)  | (186,663)            | Parking Tax  | (1,611,637)               | (1,308,775)              | (1,039,611)              | (16)  | (302,862)                               |
| 17       | (\$4,899,270)         | (\$5,171,258)         | (\$4,823,530)          | (6)   | \$271,988            |  | (\$20,933,609)            | (\$22,086,910)           | (\$18,307,051)           | (6)   | \$1,153,301                             |
| a<br>a   | 64 380 474            | \$179 576             | \$726 649              |       | \$1 250 898          | INCREASE (DECREASE) IN CASH FROM OPERATIONS                    | \$5.978.879               | (\$167.213)              | \$4.278.247              |       | \$6,146,092                             |
|          |                       |                       |                        |       |                      | FACILITY IMPROVEMENT TRANSACTIONS<br>CASH DISBURSEMENTS        |                           |                          |                          |       |   |
| 19       | \$0                   | 20                    | (\$180)                | (17)  | \$0                  | Noise Mitigation Program Costs                                 | 50                        | \$0                      | (\$697)                  | (11)  | \$0                                     |
| 20       | (294,756)             | (419,125)             | (126,756)              | (18)  | 124,369              | Other Facility Improvement Program Project Costs               | (1,413,957)               | (5,063,125)              | (340.577)                | (18)  | 3,649,168                               |
| 21       | (322,431) (5617,187)  | (\$1,018,125)         | (\$132.201)            | (11)  | \$400.938            | Keplacement Fassenger Lerminal Project Costs                   | (\$2,842,061)             | (\$7,409,125)            | (\$761,121)              | (61)  | \$4,567,064                             |
| 1        | (                     |                       |                        |       |                      | CASH RECEIPTS FROM FUNDING SOURCES                             |                           |                          |                          |       |   |
| 23       | \$0                   | \$0                   | S0                     | (11)  | \$0                  | FAA Grants - Noise Mitigation Program                          | \$0                       | \$0                      | SO                       | (17)  | 20                                      |
| 24       | 0                     | 8,059                 | 0 1                    | (20)  | (\$8,059)            | FAA Grants - Facility Improvement Program                      | 113,340                   | 2,425,759                | 2,330,550                | (20)  | (2,312,419)                             |
| 25       | 0<br>Sn               | 301,941<br>\$310,000  | SO 0                   | (12)  | (\$310.000)          | Passenger Facility Grange Receipts/Reserves                    | \$2,145,401               | \$4,510,000              | \$2,402,587              | (17)  | (\$2,364,599)                           |
| 2        |                       |                       |                        |       | INCREM               | ASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSAC           | STIONS                    |                          |                          |       |   |
| 27       | (\$617,187)           | (\$708,125)           | (\$132,201)            | 1     | \$90,938             |  | (\$696,660)               | (\$2,899,125)            | \$1,641,466              |       | \$2,202,465                             |
|          |                       |                       |                        |       |                      | FEDERAL RELIEF GRANT FUNDS                                     |                           |                          |                          |       |   |
| 28       | \$0                   | \$318,155             | \$0                    | (22)  | (\$318,155)          | ARPA Grant Funds   | \$1,095,114               | \$1,272,620              | \$3,573,715              | (22)  | (\$177,506)                             |
| 29       | \$0                   | \$318,155             | \$0                    | 1     | (\$318,155)          |  | \$1,095,114               | \$1,272,620              | \$3,573,715              |       | (\$177,506)                             |
|          |                       |                       |                        |       |                      | NET INCREASE (DECREASE) IN CASH - TOTAL                        |                           |                          |                          |       |   |
| 30       | \$763,287             | (\$260,394)           | \$594,448              |       | \$1.023.681          |  | \$6,377,333               | (\$1,793,718)            | 59,493,428               | 1     | 100,111,85                              |

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

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2022 & 2021

### **General Comments**

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

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

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

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

The FY 2023 Capital Program expenditures are primarily funded by the following sources:

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

- Operating Revenues

The FY 2023 Replacement Passenger Terminal Project expenditures are initially funded with Airport Reserves and will be reimbursed through future Interim Financing, which is expected to be completed before June 30, 2023.

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

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

Due to uncertainties including impacts from COVID-19 variants, unstable global events, inflationary pressures and potential economic recession, the Authority continued its conversative outlook on passenger recovery into FY 2023. The Authority's Adopted FY 2023 budget was based on the following quarterly activity assumptions:

Q1 (July - September): a reduction of 10% (represents recovery of 90%)

- Q2 (October - December): a reduction of 15% (represents recovery of 85%)

- Q3 (January March): a reduction of 20% (represents recovery of 80%)
- Q4 (April June): a reduction of 15% (represents recovery of 85%)

Passengers increased by 0.57% FYTD October when compared to pre-COVID levels. The result at FYTD October was favorably above the blended budgeted assumption of a passenger reduction of 11.25% resulting in positive financial performance.

The Adopted FY 2023 Budget includes the use of \$3.8 million in federal relief funds to support the 2015 Bond debt service.

(Continued)

|             | BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  |
|-------------|--|
|             | NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS   |
|             | MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2022 & 2021  |
| NOTE (1) -  | Cash Receipts from Operations  |
|             | Cash receipts from operations exceed the budget FYTD October. On an accrual basis, operating revenues<br>exceed the budget FYTD October by \$4,385,627. See notes 2 through 8 for additional information regarding<br>operating receipts.  |
| NOTE (2) -  | Landing/Fuel Fees  |
|             | Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to<br>non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel<br>Flowage Fees exceed the budget by \$279,734 FYTD October.                             |
| NOTE (3) -  | Parking Fees   |
|             | Parking fee revenues performed above the budget forecast. Accrual basis Parking Fees are \$2,202,726 ahead of budget FYTD October.   |
| NOTE (4) -  | Rental/Concession Receipts - Terminal Building   |
|             | Terminal Building rental/concession receipts exceed the budget FYTD October. Accrual basis Terminal Building<br>rents/concessions exceed the budget by \$938,587 FYTD October.   |
| NOTE (5) -  | Rental Receipts - Other Buildings  |
|             | Other Buildings rental receipts exceed the budget FYTD October partially due to the timing of receipts.<br>Accrual basis Other Building rents are \$116,746 ahead of budget FYTD October due to CPI adjustments.   |
| NOTE (6) -  | Ground Transportation  |
|             | This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation<br>receipts exceed the budget by \$561,511 FYTD October.   |
| NOTE (7) -  | Other Receipts   |
|             | This category consists primarily of filming, TSA LEO reimbursements, fingerprint/badge renewal fees,<br>noise fees, access fees, and ground handling services for the airlines. Accrual basis Other Receipts are<br>\$141,274 ahead of budget FYTD October.  |
| NOTE (8) -  | Investment Receipts - Treasurer  |
|             | This line item represents cash received from the investment of funds. These receipts fluctuate in response to<br>interest rate and portfolio balance changes, the timing of coupon payments and individual investment<br>maturities. Accrual basis investment income exceeds the budget by \$145,049 FYTD October. |
| NOTE (9) -  | Cash Disbursements from Operations   |
|             | Overall operating disbursements on a cash basis and accrual basis are favorably under the budget<br>FYTD October. See additional information on operating disbursement in notes 10 through 16.   |
| NOTE (10) - | Administrative Supplies & Costs  |
|             | This line item includes office supplies, printing, postage and delivery, office equipment service and lease,<br>recruiting, membership, uniform, Commission meeting, conference and training costs.  |
|             | (Continued)  |

|             | BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY   |
|-------------|---|
|             | NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS  |
|             | MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2022 & 2021   |
| NOTE (11) - | Operating Supplies & Maintenance  |
|             | This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.  |
| NOTE (12) - | Contractual Operating Costs   |
|             | This line item includes various contractual operating costs such as ARFF services, janitorial services, systems<br>and vehicle repair, parking operations and the TBI Airport Management contract costs.  |
| NOTE (13) - | Contractual Professional Services   |
|             | This line item includes various professional services such as legal, auditing, noise, financial and insurance.  |
| NOTE (14) - | Wages and Benefits  |
|             | Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the<br>impact of the terms of the Memorandum of Understanding effective February 2020. Wages and Benefits<br>include overtime for film location services which are recovered through the related film revenue.  |
| NOTE (15) - | Other Operating Costs   |
|             | This line item primarily includes public relations/advertising, air service retention, and license/permit fees.   |
| NOTE (16) - | Parking Tax   |
|             | The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. October remittance,<br>in the amount of \$822,824, covers parking activity for the months of July, August and September 2022.   |
| NOTE (17) - | Noise Mitigation Program  |
|             | FAA Grants are budgeted to partially fund the Part 150 Update project. A RFP for the Part 150 Update is anticipated to be issued in 3rd Quarter FY 2023.  |
| NOTE (18) - | Other Facility Improvement Program Projects   |
|             | Other Facility Improvement Program Projects costs on a cash basis are under budget FYTD October by \$3,649,168 due to delay in construction from several projects.  |
| NOTE (19) - | Replacement Passenger Terminal Project  |
|             | The Authority has programmed \$34,225,000 from Airport Reserves to fund the Replacement Passenger Terminal<br>Project. The Airport Reserves will be reimbursed through future Interim Financing. Replacement Passenger Terminal<br>Project costs on a cash basis are under budget FYTD October by \$917,896. The majority of FYTD October<br>\$1,428,104 cash expenditures are related to Jacobs Project Management services (\$969,422). |
| NOTE (20) - | FAA Grants – Other Facility Improvement Program Projects  |
|             | FAA Grants are budgeted to partially fund the Taxiway C Pavement Rehabilitation project.  |
|             | (Continued)   |

### BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2022 & 2021 NOTE (21) - Passenger Facility Charge Receipts/Reserves A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Taxiway C Pavement Rehabilitation Project, the Airfield Lighting Vault Project, the Runway 8 PAPI Relocation Project and the Part 150 Update Project. The majority of FYTD October receipts represents reimbursement of FY 2022 costs of the Taxilane A Rehabilitation Project (\$1,347,752) and reimbursement of FY 2023 costs of the Airfield Lighting Vault Project (\$532,683). NOTE (22) - Federal Relief Grant Funds The Adopted FY 2023 Budget includes the use of \$3.8 million in federal relief funds to support the 2015 Bond debt service. FYTD October receipts in the amount of \$1,095,114 represent reimbursement of FY 2022 personnel costs.

|                       | Monthly  | Performance  | 9  |   |   | Fiscal YT   | D Performance              | - (July 2022 -                        | - Octo | ber 2022)                        |
|-----------------------|--|--|--|---|---|---|----------------------------|---------------------------------------|--------|----------------------------------|
| A                     | 8  | v  | D  | ш   |   | Ľ.  | 9                          | H                                     | -      | ſ                                |
| Actual \$<br>Oct 2022 | Budget<br>Oct 2022   | Actual \$<br>Prior Year<br>Oct 2021                                  | Note                                       | Variance<br>Actual Vs.<br>Budget  |   | Actual \$<br>Fiscal<br>YTD                          | Fiscal<br>YTD Budget       | Actual \$<br>Prior Year<br>Fiscal YTD | Note   | Variance<br>Actual Vs.<br>Budget |
| 24042                 | 555 5555 De  | 2369 984   | (1)  | S88.387   | Customer Facility Charge Receipts   | \$1,730,033   | \$1.392.157                | \$1,492,894                           | (1)    | \$337,876                        |
|                       | 0 67,078   | 0  | (2)  | (67,078)  | Federal Relief Grant Funds - 2012 Bond Debt Service   | 1,426,999   | 194,326                    | 376,227                               | (2)    | 1,232,673                        |
| 55,9, (486,32         | 71 85,913 (486,324)  | 85,913 (486,246)   | (3)  | (29,942)  | Facility Rent<br>Payments to Bond Trustee for 2012 Bond Debt Service  | 313,647<br>(1,945,297)                              | 358,814<br>(1,945,297)     | 343,653 (1,944,985)                   | (3)    | (45,167                          |
| (\$8.62               | 3) \$0   | (\$30.349  | ) (4)                                      | (\$8.633)   |   | \$1,525,382   | \$0                        | \$267,789                             | (4)    | \$1,525,382                      |
| Note (1) -            | On July 1, 20<br>effective, incli<br>Customer Fa<br>CFCs of \$6 pt | 14, the terms<br>uding the colli<br>cility Charge<br>er day per trai | ection (<br>ection (<br>e ("CF(<br>nsactio | on Facility Ren<br>of Facility Ren<br><u>C") Receipts</u><br>m, up to a max | t Non-Exclusive Concession and Lease Agreement with the t.<br>t.<br>dmum of five days, are collected and applied to the 2012 Bo       | respective rent-rent-rent-rent-rent-rent-rent-rent- |                            | 20000                                 |        |                                  |
| Note (2) -            | Federal Relit<br>FYTD Octobe<br>The adopted I                      | ef Grant Fun<br>r reimbursen<br>FY 2023 bude                         | ds<br>nent in t<br>get prog                | the amount of<br>grams \$804,90   | \$1,426,999 assists in covering FY 2022 costs related to the<br>30 in Federal Relief Grant Funds (ARPA) to assist in coverin          | 2012 Bond Debt                                      | service .<br>Debt Service. |                                       |        |                                  |
| Note (3) -            | Facility Rent Facility Rent r                                      | eceipts are a  | pplied                                     | to the 2012 Bc  | and debt service.   |   |                            |                                       |        |                                  |
| Note (4) -            | Net RITC / Co<br>At fiscal year-<br>under the term                 | onRAC Facil<br>end, upon co<br>ns and condit                         | lity Pay<br>inclusio<br>tions of           | yments and C<br>on of the requir<br>f the Non-Exclu                         | ollections<br>ed reconciliation, any excess surplus accumulated will be ev<br>usive Concession and Lease Agreement wit the Rent-A-Car | raluated and appli<br>Companies.                    | ied toward the a           | llowed uses                           |        |                                  |
|                       | In the event o<br>the right to ad                                  | f a shortfall o<br>just the Facili                                   | f receip<br>ity Rent                       | pts to meet the<br>t paid by the re   | required payment obligations (i.e., CFC collections perform<br>intal car companies on a 30-day notice.                                | under budget pro                                    | jections), the Au          | uthority holds                        |        |                                  |

Burbank-Glendale-Pasadena Airport Authority



|                                | October 2022  | October 2021  |
|--------------------------------|---------------|---------------|
| Interest Receipts Month        | \$357,579     | \$414,657     |
| Interest Receipts Fiscal Y-T-D | \$1,910,306   | \$1,846,210   |
| Month End Portfolio Balance    | \$274,930,185 | \$248,308,988 |
| Yield to Maturity              | 4.43%         | 0.56%         |



February 06, 2023

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

Dear Commissioners:

The attached report, covering the month of November 2022, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six-month period following the date of the attached report.

Sincerely,

[To be signed]

Tyron Hampton Treasurer

Attachments



# **Operating Portfolio Investment Guidelines Conformance** as of November 30, 2022

|   | Legal Max<br>Maturity          | Actual Max<br>Maturity | Policy<br>Maximum              | Policy<br>Actual        |
|---|--------------------------------|------------------------|--------------------------------|-------------------------|
| U.S. Gov Agencies                                 | 5 Years                        | 4.03 Years             | 20%                            | 35%                     |
| Corporate Notes                                   | 5 Years                        | 3.28 Years             | 30%                            | 29%                     |
| LAIF  | N/A                            | N/A                    | \$20 mil                       | N/A                     |
| Bankers Acceptances                               | 6 Months                       | N/A                    | 15%                            | N/A                     |
| Negotiable Certificates of Deposit                | 5 Years                        | N/A                    | 15%                            | N/A                     |
| Non-Negotiable Certificates of Deposit            | 5 Years                        | N/A                    | 15%                            | N/A                     |
| Commercial Paper                                  | 270 Days                       | N/A                    | 15%                            | N/A                     |
| Repurchase Agreements                             | 1 Year                         | N/A                    | 10%                            | N/A                     |
| Money Market Fund                                 | N/A                            | N/A                    | 15%                            | 1%                      |
| U.S. Gov Securities (Treasuries)                  | 5 Years                        | 2.62 Years             | No Limit                       | 35%                     |
| Maturity Distributio<br>2 - 3 years<br>38%<br>38% | n<br>ears<br>6 - 5 years<br>2% |                        | Sector A<br>Corporate N<br>29% | llocation<br>otes<br>1% |
|   |                                |                        |                                |                         |



U.S. Gov't Agencies 35%

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## PFC Portfolio Investment Guidelines Conformance as of November 30, 2022

|  | Legal Max<br>Maturity | Actual Max<br>Maturity | Policy<br>Maximum | Policy<br>Actual |
|--|-----------------------|------------------------|-------------------|------------------|
| U.S. Gov Agencies                      | 5 Years               | 4.03 Years             | %02               | 35%              |
| Corporate Notes                        | 5 Years               | 3.20 Years             | 30%               | 29%              |
| LAIF                                   | NIA                   | NIA                    | \$20 mil          | NIA              |
| Bankers Acceptances                    | 6 Months              | N/A                    | 15%               | N/A              |
| Negotiable Certificates of Deposit     | 5 Years               | N/A                    | 15%               | N/A              |
| Non-Negotiable Certificates of Deposit | 5 Years               | N/A                    | 15%               | NIA              |
| Commercial Paper                       | 270 Days              | N/A                    | 15%               | N/A              |
| Repurchase Agreements                  | 1 Year                | N/A                    | 10%               | N/A              |
| Money Market Fund                      | NIA                   | N/A                    | 15%               | 1%               |
| U.S. Gov Securities (Treasuries)       | 5 Years               | 2.62 Years             | No Limit          | 35%              |
|  |                       |                        |                   |                  |

### Maturity Distribution

Sector Allocation





|          |                                      | Burban       | k-Glendale | -Pasaden<br>Statem | a Airport A<br>ent of Inve<br>\s of 11/30/ | uthority - O<br>stments<br>22 | perating Acco | ount      |            |       |         |       |
|----------|--------------------------------------|--------------|------------|--------------------|--|-------------------------------|---------------|-----------|------------|-------|---------|-------|
| Purchase | a Type of                            |              |            | Maturity           | Eff. Mat.                                  | Par                           | Purchase      | Market    | Unrealized |       | Days to | % Mkt |
| Date     | Investment                           | CUSIP        | Coupon     | Date               | Date                                       | Value                         | Cost          | Value     | Gain/Loss  | YTM E | H. Mat. | Value |
| 11/30/22 | Columbia Treasury Reserves           | 097101307    | 0.000      | 11/30/22           | 11/30/22 \$                                | 1,563,433                     | \$ 1,563,433  | 1,563,433 | s          | 4.36% | 0       | 0.62% |
| 07/25/18 | Bank of America Corp                 | 06051GEU9    | 3.300      | 01/11/23           | 01/11/23                                   | 2,200,000                     | 2,203,493     | 2,196,392 | (101,7)    | 4.69% | 42      | 0.87% |
| 09/26/19 | Federal National Mortgage Associatio | on 3135G0T94 | 2.375      | 01/19/23           | 01/19/23                                   | 4,800,000                     | 4,919,052     | 4,785,888 | (133,164)  | 4.51% | 50      | 1.89% |
| 03/20/19 | JP Morgan Chase & CO                 | 46625HJH4    | 3.200      | 01/25/23           | 01/25/23                                   | 2,225,000                     | 2,257,348     | 2,220,461 | (36,887)   | 4.49% | 56      | 0.88% |
| 10/31/19 | Treasury Note                        | 9128283U2    | 2.375      | 01/31/23           | 01/31/23                                   | 5,000,000                     | 5,107,563     | 4,984,750 | (122,813)  | 4.17% | 62      | 1.97% |
| 02/16/22 | Chevron Corp                         | 166764BU3    | 2.300      | 05/11/23           | 02/11/23                                   | 1,700,000                     | 1,715,045     | 1,706,426 | (8,619)    | 4.76% | 73      | 0.67% |
| 02/24/22 | 3M                                   | 88579YBE0    | 1.710      | 02/14/24           | 02/11/23                                   | 1,625,000                     | 1,628,055     | 1,619,735 | (8,320)    | 5,43% | 73      | 0.64% |
| 08/10/22 | Treasury Note                        | 912828Z86    | 1.380      | 02/15/23           | 02/15/23                                   | 5,500,000                     | 5,455,196     | 5,465,625 | 10,429     | 4.37% | 11      | 2.16% |
| 03/18/19 | Unitedhealth Group Inc               | 91324PBZ4    | 2.750      | 02/15/23           | 02/15/23                                   | 1,500,000                     | 1,508,739     | 1,493,655 | (15,084)   | 4.76% | 11      | 0.59% |
| 04/05/22 | Federal Home Loan Banks              | 3130AJ7E3    | 1.380      | 02/17/23           | 02/17/23                                   | 8,900,000                     | 8,870,870     | 8,836,988 | (33,882)   | 4.70% | 19      | 3,49% |
| 03/03/22 | Truist Financial Corp                | 89788MAF9    | 2.285      | 06/09/25           | 02/28/23                                   | 2,100,000                     | 2,089,173     | 2,048,907 | (40,266)   | 5.38% | 06      | 0.81% |
| 10/02/19 | Pepsico Inc                          | 713448CG1    | 2.750      | 03/01/23           | 03/01/23                                   | 1,300,000                     | 1,344,486     | 1,293,747 | (50.739)   | 4.64% | 91      | 0.51% |
| 05/02/22 | Treasury Note                        | 912828ZD5    | 0.500      | 03/15/23           | 03/15/23                                   | 5,500,000                     | 5,429,434     | 5,436,640 | 7,206      | 4.52% | 105     | 2.15% |
| 09/30/22 | Treasury Note                        | 912828ZH6    | 0.250      | 04/15/23           | 04/15/23                                   | 5,500,000                     | 5,394,297     | 5,413,210 | 18,913     | 4.54% | 136     | 2.14% |
| 12/03/19 | Treasury Note                        | 9128284L1    | 2.750      | 04/30/23           | 04/30/23                                   | 6,850,000                     | 7,104,981     | 6,798,899 | (306,082)  | 4.56% | 151     | 2.68% |
| 11/03/20 | Loews Corporation                    | 540424AQ1    | 2.625      | 05/15/23           | 05/15/23                                   | 1,800,000                     | 1,874,460     | 1,779,246 | (95,214)   | 5.19% | 166     | 0.70% |
| 06/06/19 | Public Service Electric And Gas      | 74456QBC9    | 2.375      | 05/15/23           | 05/15/23                                   | 1,225,000                     | 1,224,550     | 1,210,141 | (14,409)   | 5.08% | 166     | 0.48% |
| 05/02/22 | Treasury Note                        | 912828ZP8    | 0.130      | 05/15/23           | 05/15/23                                   | 5,500,000                     | 5,384,317     | 5,388,900 | 4,583      | 4.62% | 166     | 2.13% |
| 02/04/19 | Simon Property Group LP              | 828807DD6    | 2.750      | 06/01/23           | 06/01/23                                   | 1,250,000                     | 1,234,086     | 1,235,150 | 1,064      | 5.17% | 183     | 0.49% |
| 08/10/22 | Treasury Note                        | 912828ZU7    | 0.250      | 06/15/23           | 06/15/23                                   | 5,500,000                     | 5,364,258     | 5,372,400 | 8,142      | 4.64% | 197     | 2.12% |
| 05/05/20 | Federal Home Loan Mortgage Corp      | 3137EAEN5    | 2.750      | 06/19/23           | 06/19/23                                   | 6,250,000                     | 6,718,056     | 6,180,438 | (537,618)  | 4.81% | 201     | 2.44% |
| 03/14/22 | FNMA                                 | 3135G05G4    | 0.250      | 07/10/23           | 07/10/23                                   | 4,000,000                     | 3,929,320     | 3,893,440 | (35,880)   | 4.72% | 222     | 1.54% |
| 01/31/22 | Treasury Note                        | 91282CCN9    | 0.130      | 07/31/23           | 07/31/23                                   | 4,500,000                     | 4,432,793     | 4,364,640 | (68,153)   | 4.75% | 243     | 1.72% |
| 01/21/20 | FNMA                                 | 3135G0U43    | 2.875      | 09/12/23           | 09/12/23                                   | 5,050,000                     | 5,296,103     | 4,974,503 | (321,600)  | 4.84% | 286     | 1.96% |
| 07/31/19 | Treasury Note                        | 9128285D8    | 2.875      | 09/30/23           | 09/30/23                                   | 6,775,000                     | 7,065,870     | 6,672,833 | (393,037)  | 4.74% | 304     | 2.63% |
| 03/16/20 | Treasury Note                        | 9128285P1    | 2.875      | 11/30/23           | 11/30/23                                   | 3,200,000                     | 3,479,090     | 3,140,512 | (338,578)  | 4.80% | 365     | 1.24% |
| 03/20/19 | Citibank NA                          | 17325FAS7    | 3.650      | 01/23/24           | 01/23/24                                   | 2,250,000                     | 2,321,258     | 2,220,975 | (100,283)  | 4.82% | 419     | 0.88% |
| 03/26/21 | IBM Corp                             | 459200HU8    | 3.625      | 02/12/24           | 02/12/24                                   | 1,750,000                     | 1,882,594     | 1.725,745 | (156,849)  | 4.82% | 439     | 0.68% |
| 12/10/21 | Treasury Note                        | 91282CBM2    | 0.130      | 02/15/24           | 02/15/24                                   | 1,725,000                     | 1,702,562     | 1,633,161 | (69,401)   | 4.71% | 442     | 0.64% |
| 04/10/21 | Metlife Inc                          | 59156RBH0    | 3.600      | 04/10/24           | 04/10/24                                   | 1,750,000                     | 1,897,945     | 1.716,803 | (181.142)  | 5.06% | 497     | 0.68% |
| 06/22/20 | Comcast Corporation                  | 2003NCR0     | 3.700      | 04/15/24           | 04/15/24                                   | 1,800,000                     | 1,972,081     | 1.775,034 | (197,047)  | 4.75% | 502     | 0.70% |
| 03/16/21 | Bank of New York Mellon Corp         | 06406HCV9    | 3.400      | 05/15/24           | 05/15/24                                   | 2,000,000                     | 2,144,538     | 1,962,680 | (181,858)  | 4.74% | 532     | 0.77% |
| 01/18/22 | Target Corporation                   | 87612EBD7    | 3.500      | 07/01/24           | 07/01/24                                   | 1,750,000                     | 1,831,278     | 1,721,405 | (109,873)  | 4.58% | 579     | 0.68% |
| 11/03/20 | Bristol-Myers Squibb Co              | 110122CM8    | 2.900      | 07/26/24           | 07/26/24                                   | 1,900,000                     | 2,025,714     | 1,848,472 | (177.242)  | 4.62% | 604     | 0.73% |
| 10/31/19 | Honeywell International Inc.         | 438516BW5    | 2.300      | 08/15/24           | 08/15/24                                   | 1,600,000                     | 1,646,699     | 1,542,400 | (104,299)  | 4.51% | 624     | 0.61% |

| SID         |    | Counon | Maturity | Eff. Mat.<br>Date | Par<br>Value | Purchase<br>Cost | Market     | Unrealized<br>Gain/Loss | MTW   | Days to | % Mkt<br>Value |
|-------------|----|--------|----------|-------------------|--------------|------------------|------------|-------------------------|-------|---------|----------------|
| 91282821    | 13 | 1.875  | 08/31/24 | 08/31/24          | 13,000,000   | 13,567,227       | 12,425,660 | (1,141,567)             | 4.53% | 640     | 4.91%          |
| 911312BT    | N  | 2.200  | 09/01/24 | 09/01/24          | 1,571,000    | 1,637,949        | 1,508,427  | (129,522)               | 4.59% | 641     | 0.60%          |
| 69353REF    | ÷  | 3.300  | 10/30/24 | 10/30/24          | 2,000,000    | 2,150,631        | 1,943,800  | (206,831)               | 4.85% | 700     | 0.77%          |
| 3130A3GE    | 8  | 2.750  | 12/13/24 | 12/13/24          | 2,200,000    | 2,281,046        | 2,126,278  | (154,768)               | 4.49% | 744     | 0.84%          |
| 91282CDN    | 8  | 1.000  | 12/15/24 | 12/15/24          | 2,000,000    | 1,977,266        | 1,870,320  | (106,946)               | 4.35% | 746     | 0.74%          |
| 976656CL    | 0  | 2.050  | 12/15/24 | 12/15/24          | 1,450,000    | 1,518,887        | 1,375,369  | (143,518)               | 4.72% | 746     | 0.54%          |
| 3133ENKS    | 8  | 1.130  | 01/06/25 | 01/06/25          | 1,540,000    | 1,536,535        | 1,437,421  | (99,114)                | 4.48% | 768     | 0.57%          |
| on 3135G0X2 | 4  | 1,630  | 01/07/25 | 01/07/25          | 1,500,000    | 1,527,600        | 1,416,195  | (111,405)               | 4.44% | 769     | 0.56%          |
| 037833DF4   |    | 2.750  | 01/13/25 | 01/13/25          | 1,700,000    | 1,691,920        | 1,645,311  | (46,609)                | 4.35% | 511     | 0.65%          |
| 90331HPL1   |    | 2.050  | 01/21/25 | 01/21/25          | 2,000,000    | 2,069,895        | 1,893,140  | (176,755)               | 4.70% | 783     | 0.75%          |
| 5933YAR6    |    | 2.750  | 02/10/25 | 02/10/25          | 1,825,000    | 1,770,464        | 1,759,300  | (11,164)                | 4.49% | 803     | 0.69%          |
| 3137EAEP0   | -  | 1,500  | 02/12/25 | 02/12/25          | 7,000,000    | 7,082,816        | 6,583,220  | (499,596)               | 4.37% | 805     | 2.60%          |
| 3133ENPY0   |    | 1.750  | 02/25/25 | 02/25/25          | 1,750,000    | 1,753,833        | 1,649,603  | (104,230)               | 4.47% | 818     | 0.65%          |
| 30231GAF9   |    | 2.709  | 03/06/25 | 03/06/25          | 1,825,000    | 1,939,204        | 1,754,573  | (184,631)               | 4,52% | 827     | 0.69%          |
| 3130A4CH3   |    | 2.380  | 03/14/25 | 03/14/25          | 250,000      | 273,060          | 238,718    | (34,342)                | 4.47% | 835     | %60'0          |
| 00440EAS6   |    | 3.150  | 03/15/25 | 03/15/25          | 1,875,000    | 2,048,908        | 1,812,731  | (236,177)               | 4.69% | 836     | 0.72%          |
| 458140BP4   |    | 3.400  | 03/25/25 | 03/25/25          | 1,000,000    | 1,106,180        | 976,330    | (129,850)               | 4.48% | 846     | 0.39%          |
| 912828ZF0   |    | 0.050  | 03/31/25 | 03/31/25          | 2,300,000    | 2,287,242        | 2,112,941  | (174,301)               | 4.20% | 852     | 0.83%          |
| 341081FZ5   |    | 2.850  | 04/01/25 | 04/01/25          | 1,000,000    | 1,086,930        | 960,370    | (126,560)               | 4.66% | 853     | 0.38%          |
| 369550BK3   |    | 3.250  | 04/01/25 | 04/01/25          | 250,000      | 274,895          | 242,973    | (31,922)                | 4.53% | 853     | 0.10%          |
| 3130AJHU6   |    | 0.500  | 04/14/25 | 04/14/25          | 7,000,000    | 7,032,434        | 6,410,600  | (621,834)               | 4.27% | 866     | 2.53%          |
| 437076CM2   |    | 2.700  | 04/15/25 | 04/15/25          | 1,800,000    | 1,770,312        | 1,731,708  | (38,604)                | 4.40% | 867     | 0.68%          |
| 3135G03U5   |    | 0.630  | 04/22/25 | 04/22/25          | 9,500,000    | 9,317,379        | 8,699,150  | (618,229)               | 4.37% | 874     | 3.43%          |
| 14913R2V8   |    | 3.400  | 05/13/25 | 05/13/25          | 1,800,000    | 1,801,335        | 1,753,830  | (47,505)                | 4.52% | 895     | 0.69%          |
| 369550BG2   | ~  | 3.500  | 05/15/25 | 05/15/25          | 1,400,000    | 1,514,257        | 1,370,488  | (143,769)               | 4.41% | 897     | 0.54%          |
| 747525AFC   |    | 3.450  | 05/20/25 | 05/20/25          | 1,700,000    | 1.751,887        | 1,659,863  | (92,024)                | 4.47% | 902     | 0.66%          |
| 717081EZ7   |    | 0.800  | 05/28/25 | 05/28/25          | 2,000,000    | 1,956,882        | 1,845,800  | (111,082)               | 4.08% | 910     | 0.73%          |
| 17275RAW    | N  | 3.500  | 06/15/25 | 06/15/25          | 1,400,000    | 1,388,338        | 1,370,782  | (17,556)                | 4.38% | 928     | 0.54%          |
| 912828ZW    | -  | 0.250  | 06/30/25 | 06/30/25          | 000'000'6    | 8,958,043        | 8,159,760  | (798,283)               | 4.09% | 643     | 3.22%          |
| 91282CEY3   |    | 3.000  | 07/15/25 | 07/15/25          | 3,500,000    | 3,389,531        | 3,399,375  | 9,844                   | 4,17% | 958     | 1.34%          |
| 458140AS9   | -  | 3.700  | 07/29/25 | 07/29/25          | 625,000      | 690,233          | 613,519    | (76,714)                | 4.44% | 972     | 0.24%          |
| 857477AT    | 0  | 3,550  | 08/18/25 | 08/18/25          | 2,000,000    | 2,225,135        | 1,947,860  | (277,275)               | 4.58% | 892     | %11.0          |
| 3135G05X    | N  | 0.375  | 08/25/25 | 08/25/25          | 3,500,000    | 3,493,349        | 3,161,270  | (332,079)               | 4.15% | 666     | 1.25%          |
| 12189LAY7   |    | 3.650  | 09/01/25 | 09/01/25          | 1,375,000    | 1,360,701        | 1,340,941  | (19,760)                | 4.62% | 1006    | 0.53%          |
| 24422EWJ    | 4  | 4.050  | 09/08/25 | 09/08/25          | 1,800,000    | 1,800,980        | 1.780,614  | (20,366)                | 4.47% | 1013    | 0.70%          |
|             |    |        |          |                   |              |                  |            |                         |       |         |                |

|                                       | % Mkt<br>Value          | 2.77%     | 4.26%               | 0.69%                       | 0.67%                    | 0.60%                | 0.36%     | 1.39%     | 92.56%          | 7.44%                               | 100.00%         |                        |               |
|---------------------------------------|-------------------------|-----------|---------------------|-----------------------------|--------------------------|----------------------|-----------|-----------|-----------------|-------------------------------------|-----------------|------------------------|---------------|
|                                       | Days to<br>Eff. Mat.    | 1035      | 1073                | 1142                        | 1196                     | 1248                 | 1381      | 1472      | 252             | 303                                 | 538             |                        |               |
|                                       | YTM                     | 4.22%     | 4.16%               | 4.32%                       | 4.70%                    | 4.58%                | 4.14%     | 4.09%     | 4.52%           | 2.00%                               | 4.33%           |                        |               |
|                                       | Unrealized<br>Gain/Loss | 26,590    | (1,052,099)         | (96,345)                    | (204,709)                | (147,872)            | (130,151) | (385,776) | \$ (12,840,509) | (369,754)                           | \$ (13,210,263) |                        |               |
| TILINOS                               | Market<br>Value         | 7,004,970 | 10,796,880          | 1.743,931                   | 1,694,887                | 1,524,428            | 921,609   | 3,525,069 | \$234,413,648   | 18,849,185                          | \$253,262,833   |                        |               |
| perating Act                          | Purchase<br>Cost        | 6,978,380 | 11,848,979          | 1,840,276                   | 1,899,596                | 1,672,300            | 1,051,760 | 3,910,845 | \$247,254,157   | 19,218,939                          | \$266,473,096   | 11,522,088             | \$277,995,184 |
| Autnorrty - C<br>estments<br>0/22     | Par<br>Value            | 7,000,000 | 12,000,000          | 1,784,000                   | 1,875,000                | 1,625,000            | 1,000,000 | 3,800,000 | \$243,358,433   | 19,218,939                          | \$262,577,372   |                        |               |
| a Airport<br>ent of Inv<br>is of 11/3 | Eff. Mat.<br>Date       | 09/30/25  | 11/07/25            | 01/15/26                    | 03/10/26                 | 05/01/26             | 09/11/26  | 12/11/26  |                 |                                     |                 |                        |               |
| Statem                                | Maturity I<br>Date      | 09/30/25  | 11/07/25            | 01/15/26                    | 03/10/26                 | 05/01/26             | 09/11/26  | 12/11/26  |                 |                                     |                 |                        |               |
| k-Glendale                            | Coupon                  | 4.250     | 0.500               | 3.550                       | 1.500                    | 2.600                | 1.880     | 2.130     |                 |                                     |                 |                        |               |
| Burban                                | CUSIP                   | 3133ENP95 | 3135G06G3           | 539830BH1                   | 74432QCH6                | 826418BM6            | 3130A8XY4 | 313049771 | Subtotal        |                                     | Subtotal        |                        | TOTAL         |
|                                       | Type of<br>Investment   | FFCB      | FNMA Benchmark Note | Lockheed Martin Corporation | Prudential Financial Inc | Sierra Pacific Power | FHLB      | FHLB      |                 | Local Agency Investment Fund (LAIF) |                 | Operating Bank Balance |               |
|                                       | Purchase<br>Date        | 09/29/22  | 11/17/20            | 06/30/21                    | 08/30/21                 | 11/29/21             | 09/13/21  | 01/13/22  |                 |                                     |                 |                        |               |

|                       |       |        | PUF              | RCHASES      |                   |                  |                     |                  |                  |
|-----------------------|-------|--------|------------------|--------------|-------------------|------------------|---------------------|------------------|------------------|
| Type of<br>Investment | CUSIP | Coupon | Maturity<br>Date | Par<br>Value | Purchase<br>Price | Purchase<br>Cost | Prepaid<br>Interest |                  |                  |
|                       |       |        |                  |              |                   | . 5              |                     |                  |                  |
|                       |       |        |                  |              |                   | ł.               |                     |                  |                  |
|                       |       |        |                  |              |                   | • •              |                     |                  |                  |
|                       |       |        |                  |              |                   | •                |                     |                  |                  |
|                       |       |        |                  |              |                   | ÷                |                     |                  |                  |
|                       |       |        |                  |              |                   | *                |                     |                  |                  |
|                       |       |        |                  |              |                   | ¢                |                     |                  |                  |
|                       |       |        |                  |              |                   | 9                |                     |                  |                  |
| SCUACEC               |       |        |                  |              |                   |                  |                     |                  |                  |
|                       |       |        | MA               | TURITIES     |                   |                  |                     |                  |                  |
| Type of               | diana |        | Maturity         | Par          | Purchase          | Purchase         | Gain /              |                  |                  |
| Investment            | CUSIP | coupon | Date             | value        | LICE              | C 051            | (LUSS)              |                  |                  |
|                       |       |        |                  |              |                   |                  |                     |                  |                  |
|                       |       |        |                  |              |                   | ł                | 1                   |                  |                  |
|                       |       |        |                  |              |                   | ٢                | •                   |                  |                  |
|                       |       |        |                  |              |                   | 5                | •                   |                  |                  |
| TURITIES              |       |        | ~                | 1            |                   | s                | 5                   |                  |                  |
|                       |       |        | SALES / I        | REDEMPTIO    | SN                |                  |                     |                  |                  |
| Type of<br>Investment | CUSIP | Compon | Maturity<br>Date | Sale<br>Date | Par<br>Value      | Sale<br>Price    | Sale<br>Amount      | Purchase<br>Cost | Gain /<br>(Loss) |
|                       |       |        |                  |              |                   |                  |                     |                  | 5                |
|                       |       |        |                  |              |                   |                  | 1                   |                  | •                |
|                       |       |        |                  |              |                   |                  |                     |                  |                  |
|                       |       |        |                  |              |                   |                  |                     |                  |                  |

|                                       |        |        |                  |                     | Realized   | Interest  |                    | 1.4       |                         | Adjusted |
|---------------------------------------|--------|--------|------------------|---------------------|------------|-----------|--------------------|-----------|-------------------------|----------|
| Type of<br>Investment                 |        | Coupon | Maturity<br>Date | Previous<br>Accrual | For Period | Purc/Recv | Current<br>Accrual | Earned    | Amruaccru<br>For Period | Earned   |
| FIXED INCOME                          |        |        |                  |                     |            |           |                    | -         |                         |          |
| Bank of America Corp                  | NOTE   | 3.300  | 01/11/23         | 22,183.33           | ¥.         | ÷         | 28,233.33          | 6,050.00  | (850.22)                | 5,199.7  |
| Federal National Mortgage Association | A NOTE | 2.375  | 01/19/23         | 32,300.00           |            |           | 41,800,00          | 9,500,00  | (3,063.13)              | 6,436.8  |
| JP Morgan Chase & CO                  | NOTE   | 3.200  | 01/25/23         | 18,986.67           |            | i.        | 24,920.00          | 5,933.33  | (1,301.59)              | 4,631.7  |
| Treasury Note                         | NOTE   | 2.375  | 01/31/23         | 30,010.19           | •          |           | 39,690.90          | 9,680.71  | (2,417.61)              | 7,263.1  |
| Treasury Note                         | NOTE   | 1.380  | 02/15/23         | 16,029.21           | 1          | i.        | 22,194.29          | 6,165.08  | 7,402.63                | 13,567.7 |
| Unitedhealth Group Inc                | NOTE   | 2.750  | 02/15/23         | 8,708.33            | *          |           | 12,145.83          | 3,437.50  | (359.23)                | 3,078.2  |
| Federal Home Loan Banks               | NOTE   | 1.380  | 02/17/23         | 25,154.86           | 1          | D.        | 35,352.78          | 10,197.92 | 2,809.94                | 13,007.8 |
| Pepsico Inc                           | NOTE   | 2.750  | 03/01/23         | 5,958.33            |            |           | 8,937.50           | 2,979.17  | (1,087.68)              | 1,891.4  |
| Treasury Note                         | NOTE   | 0.500  | 03/15/23         | 3,570.44            | 6          | 1         | 5,849.45           | 2,279.01  | 7,341.06                | 9,620.0  |
| Treasury Note                         | NOTE   | 0.250  | 04/15/23         | 642.17              | *          |           | 1,775.41           | 1,133.24  | 16,345.84               | 17,479.0 |
| Treasury Note                         | NOTE   | 2.750  | 04/30/23         | 520.37              | ł          | i.        | 16,131.56          | 15,611,19 | (6,263.03)              | 9,348.1  |
| Chevron Corp                          | NOTE   | 2.300  | 05/11/23         | 14,795.76           | 17,141.43  | ł         | 4,455.18           | 6,800.85  | (1,009.73)              | 5,791.1  |
| Loews Corporation                     | NOTE   | 2.625  | 05/15/23         | 21,787.50           | 23,625.00  | •         | 2,100.00           | 3,937.50  | (2,389.53)              | 1,547.9  |
| Public Service Electric And Gas       | NOTE   | 2.375  | 05/15/23         | 13,415.45           | 14,546.88  | Å.        | 1,293.06           | 2,424.49  | 162.12                  | 2,586.6  |
| Treasury Note                         | NOTE   | 0.130  | 05/15/23         | 3,175.95            | 3,437,50   | i.        | 303.87             | 565.42    | 9,835.15                | 10,400.5 |
| Simon Property Group LP               | NOTE   | 2.750  | 06/01/23         | 14,322.92           | 17,187.50  |           | á)<br>I            | 2,864.58  | 286.83                  | 3,151.4  |
| Treasury Note                         | NOTE   | 0.250  | 06/15/23         | 5,221.99            | 4          |           | 6,349.04           | 1,127.05  | 13,991,13               | 15,118.1 |
| Federal Home Loan Mortgage Corp       | NOTE   | 2.750  | 06/19/23         | 63,020.83           | ÷          | a.        | 77,343.75          | 14,322.92 | (12,503.73)             | 1,819.1  |
| FNMA                                  | NOTE   | 0.250  | 07/10/23         | 3,083.33            | 3          | ż         | 3,916.67           | 833.34    | 4,464.00                | 5,297.3  |
| Treasury Note                         | NOTE   | 0.130  | 07/31/23         | 1,421.54            | 1          | i.        | 1,880.10           | 458.56    | 3,822,22                | 4,280.7  |
| FNMA                                  | NOTE   | 2.875  | 09/12/23         | 19,761,63           | 1          |           | 31,860.59          | 12,098.96 | (5,735.95)              | 6,363.0  |
| Treasury Note                         | NOTE   | 2.875  | 09/30/23         | 17,123.63           |            | j.        | 33,177.03          | 16,053.40 | (6,011.91)              | 10,041.4 |
| Treasury Note                         | NOTE   | 2.875  | 11/30/23         | 38,710.38           | 46,000.00  | ;         | 252.75             | 7,542.37  | (6,296.95)              | 1,245.4  |
| Citibank NA                           | NOTE   | 3.650  | 01/23/24         | 22,356.25           | -          | 4         | 29,200.00          | 6,843.75  | (1,508.54)              | 5,335.2  |
| IBM Corp                              | NOTE   | 3.625  | 02/12/24         | 13,921.01           | 4          | i         | 19,207.47          | 5,286.46  | (3,947.44)              | 1,339.0  |
| SM                                    | NOTE   | 1.710  | 02/14/24         | 11,284.76           | 13,310.23  |           | 3,798.21           | 5,823.68  | (142.98)                | 5,680.7  |
| Treasury Note                         | NOTE   | 0.130  | 02/15/24         | 457.03              | 4          | ł         | 632.81             | 175.78    | 847.80                  | 1,023.5  |
| Metlife Inc                           | NOTE   | 3.600  | 04/10/24         | 3,675.00            | ł          | *         | 8,925.00           | 5,250.00  | (4,306.21)              | 943.7    |
| Comcast Corporation                   | NOTE   | 3.700  | 04/15/24         | 2,960.00            | 9          |           | 8,510.00           | 5,550.00  | (3,917.51)              | 1,632.4  |
| Bank of New York Mellon Corp          | NOTE   | 3.400  | 05/15/24         | 31,355.56           | 34,000.00  | 4         | 3,022.22           | 5,666.66  | (4,010.27)              | 1,656.3  |
| Target Corporation                    | NOTE   | 3.500  | 07/01/24         | 20,416.67           | •          | ł         | 25,520.83          | 5,104.16  | (2,754.44)              | 2,349.7  |
| Bristol-Myers Squibb Co               | NOTE   | 2,900  | 07/26/24         | 14,540.28           | ě.         | ł         | 19,131.94          | 4,591.66  | (2,860.90)              | 1,730.7  |
| Honeywell International Inc           | NOTE   | 2.300  | 08/15/24         | 7,768.89            | je<br>L    | Å.        | 10,835.56          | 3,066.67  | (920.81)                | 2,145.8  |
| Transmin Make                         | NOTO   | 1 075  | VOIP GIQU        | VC LYL YY           | 3          |           | C4 047 54          | 70 000 00 | 144 707 601             | A 007 E  |

|                                       |        | ĥ     |          | Ear<br>11/1 | rnings Repor                       | t<br>2                           |                    |                    |                          |                                  |
|---------------------------------------|--------|-------|----------|-------------|------------------------------------|----------------------------------|--------------------|--------------------|--------------------------|----------------------------------|
| Type of<br>Invocement                 |        | Comon | Maturity | Previous    | Realized<br>Interest<br>For Period | Interest<br>Paid At<br>Purc/Recv | Current<br>Accrual | Interest<br>Earned | Amrt/Accrt<br>For Period | Adjusted<br>Total Int.<br>Earned |
| I hited Parcel Service INC            | NOTE   | 2 200 | 09/01/24 | 5.760.33    | -                                  | -                                | 8,640.50           | 2,880.17           | (1,779.13)               | 1,101.04                         |
| PNC Bank NA                           | NOTE   | 3.300 | 10/30/24 | 183.33      | •                                  |                                  | 5,683.33           | 5,500.00           | (3,534.55)               | 1,965.45                         |
| FHLB                                  | NOTE   | 2.750 | 12/13/24 | 23,191.67   | 1                                  | ì                                | 28,233.33          | 5,041.66           | (2,349.15)               | 2,692.51                         |
| Treasury Note                         | NOTE   | 1.000 | 12/15/24 | 7,595.63    | 1                                  | 3                                | 9,234.97           | 1,639.34           | 648.32                   | 2,287.66                         |
| Wisconsin Electric Power Company      | NOTE   | 2.050 | 12/15/24 | 11,229.44   | •                                  | 4                                | 13,706.53          | 2,477.09           | (1,336.93)               | 1,140.16                         |
| FFCB                                  | NOTE   | 1.130 | 01/06/25 | 5,534.38    | đ                                  | 4                                | 6,978.13           | 1,443.75           | 96.70                    | 1,540.45                         |
| Federal National Mortgage Association | I NOTE | 1.630 | 01/07/25 | 7,718.75    | ÷                                  |                                  | 9,750,00           | 2,031.25           | (750.00)                 | 1,281.25                         |
| Apple Inc                             | NOTE   | 2.750 | 01/13/25 | 14,025.00   | ł                                  | 4                                | 17,920.83          | 3,895.83           | 252,50                   | 4,148.33                         |
| US Bank NA/Cincinnati OH              | NOTE   | 2.050 | 01/21/25 | 11,388.89   | 4                                  | j,                               | 14,805.56          | 3,416.67           | (1,582.58)               | 1,834.09                         |
| Merck & Co Inc                        | NOTE   | 2.750 | 02/10/25 | 11,292,19   | 4                                  | À                                | 15,474,48          | 4,182.29           | 1,900.21                 | 6,082.50                         |
| FHLMC Reference Note                  | NOTE   | 1.500 | 02/12/25 | 23,041.67   |                                    | i.                               | 31,791.67          | 8,750.00           | (2,042.08)               | 6,707.92                         |
| FFCB                                  | NOTE   | 1.750 | 02/25/25 | 5,614.58    | ť                                  | 1                                | 8,166.67           | 2,552.09           | (107.65)                 | 2,444.44                         |
| Exxon Mobil Corp                      | NOTE   | 2.709 | 03/06/25 | 7,553.22    | 1                                  | i.                               | 11,673.16          | 4,119.94           | (2,315.40)               | 1,804.54                         |
| FHLB                                  | NOTE   | 2.380 | 03/14/25 | 775.17      | ð                                  | à                                | 1,269.97           | 494.80             | (417.25)                 | 77.55                            |
| Ace InA Holdings Inc                  | NOTE   | 3.150 | 03/15/25 | 7,546.88    | •                                  | ÷.                               | 12,468.75          | 4,921.87           | (3,304.31)               | 1,617.56                         |
| Intel Corp                            | NOTE   | 3.400 | 03/25/25 | 3,400.00    | ł                                  | ;                                | 6,233.33           | 2,833.33           | (1,810.58)               | 1,022.75                         |
| Treasury Note                         | NOTE   | 0.050 | 03/31/25 | 1,010.99    | ×                                  | 4                                | 1,958.79           | 947.80             | 299.71                   | 1,247.51                         |
| Florida Power & Light Company         | NOTE   | 2.850 | 04/01/25 | 2,375.00    | 4                                  |                                  | 4,750.00           | 2,375.00           | (1,471.36)               | 903.64                           |
| General Dynamics Corporation          | NOTE   | 3.250 | 04/01/25 | 677.08      | Ŷ                                  | ŀ                                | 1,354.17           | 617.09             | (502.51)                 | 174.58                           |
| Federal Home Loan Banks               | NOTE   | 0.500 | 04/14/25 | 1,652.78    |                                    |                                  | 4,569.44           | 2,916.66           | (603.36)                 | 2,313.30                         |
| Home Depot Inc.                       | NOTE   | 2.700 | 04/15/25 | 2,160.00    | Ť                                  | a                                | 6,210.00           | 4,050.00           | 874.48                   | 4,924.48                         |
| FNMA                                  | NOTE   | 0.630 | 04/22/25 | 1,484.38    | 9                                  | 0                                | 6,432,29           | 4,947,91           | 5,075.00                 | 10,022.91                        |
| Caterpiltar Financial Services        | NOTE   | 3.400 | 05/13/25 | 28,560.00   | 30,600.00                          | Ŀ                                | 3,060.00           | 5,100.00           | (22.84)                  | 5,077,16                         |
| General Dynamics Corporation          | NOTE   | 3.500 | 05/15/25 | 22,594.44   | 24,500,00                          | 4                                | 2,177.78           | 4,083.34           | (2,327.83)               | 1,755.51                         |
| Qualcomm Incorporated                 | NOTE   | 3.450 | 05/20/25 | 26,229.58   | 29,325.00                          | u.                               | 1,792.08           | 4,887.50           | (1,297.51)               | 3,589.99                         |
| Pfizer Inc                            | NOTE   | 0.800 | 05/28/25 | 6,800.00    | 8,000.00                           | ÷                                | 133.33             | 1,333,33           | 1,121.44                 | 2,454.77                         |
| Truist Financial Corp                 | NOTE   | 2.285 | 06/09/25 | 9,910.46    | T                                  |                                  | 17,142.12          | 7,231.66           | 61.04                    | 7,292.70                         |
| Cisco Systems Inc                     | NOTE   | 3,500 | 06/15/25 | 18,511.11   | ł                                  | Ŷ                                | 22,594.44          | 4,083.33           | 338.12                   | 4,421.45                         |
| Treasury Note                         | NOTE   | 0.250 | 06/30/25 | 7,581.52    | ÷                                  | ÷                                | 9,415.76           | 1,834.24           | 750.62                   | 2,584.86                         |
| Treasury Note                         | NOTE   | 3.000 | 07/15/25 | 31,100.54   | 4                                  |                                  | 39,660.33          | 8,559.79           | 3,261.87                 | 11,821.66                        |
| Intel Corp                            | NOTE   | 3.700 | 07/29/25 | 5,909.72    | ł                                  | j.                               | 7,836.81           | 1,927.09           | (1,231.79)               | 695.30                           |
| State Street Corporation              | NOTE   | 3.550 | 08/18/25 | 14,397.22   | ł                                  | ł                                | 20,313.89          | 5,916.67           | (3,993.26)               | 1,923.41                         |
| FNMA Benchmark Note                   | NOTE   | 0.375 | 08/25/25 | 2,406.25    | 26                                 | i.                               | 3,500.00           | 1,093.75           | 112,90                   | 1,206.65                         |
| Burlington Northern Santa Fe LLC      | NOTE   | 3.650 | 09/01/25 | 8,364.58    | 1                                  | ,                                | 12,546.88          | 4,182.30           | 379.08                   | 4,561.38                         |
| John Deere Capital Corp               | NOTE   | 4.050 | 09/08/25 | 10,732.50   | 3                                  | 4                                | 16,807.50          | 6,075.00           | (26.71)                  | 6,048.29                         |

|   | Adjusted<br>crt Total Int.<br>iod Earned | 306.26 25,397.92 | 189.17 8,189.17     | 779.50) 4,298.16            | 152.25) 1,891.50         | 341.90) 2,678.93     | 364.12) 698.38 | 381.94) 4,847.22 | 317.43) \$ 347,266.35 | 6,755.48                                      | - \$ 6,755.48  | 31,703.35                             | 117 431 C 385 725 18 |
|---|--|------------------|---------------------|-----------------------------|--------------------------|----------------------|----------------|------------------|-----------------------|---|----------------|---------------------------------------|----------------------|
|   | Amrt/Ac<br>For Per                       | <sup>a</sup>     | 3,1                 | 3)                          | 4)                       | 8)                   | 9)             | (1,8             | (39,9                 |   |                |                                       | 139 0                |
|   | Interest<br>Earned                       | 24,791.66        | 5,000.00            | 5,277.66                    | 2,343.75                 | 3,520.83             | 1,562.50       | 6,729.16         | 387,183.78 \$         | 6,755.48                                      | 6,755.48 \$    | 31,703.35                             | 475 647 61 \$        |
| ating Account                                     | Current<br>Accrual                       | 50,409.72        | 4,000.00            | 23,925.42                   | 6,328.13                 | 3,520.83             | 4,166.67       | 38,131.94        | \$ 1,105,464.17 \$    |   | · ·            | 60,578.55                             | \$ 4 466 047 72 \$   |
| ority - Opera                                     | Interest<br>Paid At<br>urc/Recv          |                  | 4                   | •                           | ,                        |                      |                |                  | •                     | 4   |                | ł                                     |                      |
| Airport Authori<br>nings Report<br>01/22-11/30/22 | Realized<br>Interest<br>For Period       | 1                | 30,000.00           | •                           | 6                        | 3                    | 1              | 1                | \$ 291,673.54         | 6,755,48                                      | \$ 6,755.48 \$ | ų                                     | ¢ 208 420 02 \$      |
| ale-Pasadena<br>Ear<br>11/0                       | Previous<br>Accrual                      | 25,618.06        | 29,000.00           | 18,647.76                   | 3,984.38                 | ,                    | 2,604.17       | 31,402.78        | 1,009,953.93          | 4   |                | 28,875.20                             | 51 000 020 F         |
| oank-Glend  | Maturity<br>Date                         | 09/30/25         | 11/07/25            | 01/15/26                    | 03/10/26                 | 05/01/26             | 09/11/26       | 12/11/26         |                       |   |                |                                       |                      |
| Burt  | Coupon                                   | 4.250            | 0.500               | 3.550                       | 1.500                    | 2.600                | 1.880          | 2.130            |                       |   |                |                                       |                      |
|   |  | NOTE             | NOTE                | NOTE                        | NOTE                     | NOTE                 | NOTE           | NOTE             | Subtotal              |   | Subtotal       |                                       | TOTAL                |
|   | Type of<br>Investment                    | FFCB             | FNMA Benchmark Note | Lockheed Martin Corporation | Prudential Financial Inc | Sierra Pacific Power | FHLB           | FHLB             |                       | CASH EQUIVALENTS<br>Blackrock Liguidity Funds |                | LAIF<br>I ocal Agency Investment Fund |                      |

|          |                                 | Burb      | ank-Glend | ale-Pasad<br>Statem<br>A | lena Airpor<br>ent of Inve<br>(s of 11/30/ | t Authority<br>stments<br>22 | - PFC Accour     | ÷               |                         |       |                      |                |
|----------|---------------------------------|-----------|-----------|--------------------------|--|------------------------------|------------------|-----------------|-------------------------|-------|----------------------|----------------|
| Purchase | e Type of<br>Investment         | CUSIP     | Coupon    | Maturity<br>Date         | Eff Mat.<br>Date                           | Par<br>Value                 | Purchase<br>Cost | Market<br>Value | Unrealized<br>Gain/Loss | YTM   | Days to<br>Eff. Mat. | % Mkt<br>Value |
| 11/30/22 | Blackrock Liquidity Funds       | 09248U718 | 0.000     | 11/30/22                 | 11/30/22 S                                 | 634.380                      | \$ 634,380 \$    | 634,380         |                         | 4.36% | 0                    | 1.15%          |
| 04/25/18 | Bank of America Corp            | 06051GEU9 | 3.300     | 01/11/23                 | 01/11/23                                   | 510,000                      | 512,807          | 509,164         | (3,643)                 | 4.69% | 42                   | 0.93%          |
| 09/26/19 | Federal National Mortgage Assoc | 3135G0T94 | 2.375     | 01/19/23                 | 01/19/23                                   | 1,750,000                    | 1,791,413        | 1,744,855       | (46,558)                | 4.51% | 50                   | 3.17%          |
| 03/20/19 | JP Morgan Chase & CO            | 46625HJH4 | 3.200     | 01/25/23                 | 01/25/23                                   | 510,000                      | 518,383          | 508,960         | (9,423)                 | 4.49% | 56                   | 0.93%          |
| 08/22/19 | Treasury Note                   | 9128283U2 | 2.375     | 01/31/23                 | 01/31/23                                   | 2,000,000                    | 2,047,465        | 1,993,900       | (53,565)                | 4.17% | 62                   | 3.63%          |
| 02/16/22 | Chevron Corp                    | 166764BU3 | 2.300     | 05/11/23                 | 02/11/23                                   | 400,000                      | 403,540          | 401,512         | (2,028)                 | 4.76% | 73                   | 0.73%          |
| 02/24/22 | 3M Co                           | 88579YBE0 | 1.710     | 02/14/24                 | 02/14/23                                   | 375,000                      | 375,705          | 373,785         | (1,920)                 | 5.43% | 76                   | 0.68%          |
| 03/18/19 | Unitedhealth Group Inc          | 91324PBZ4 | 2.750     | 02/15/23                 | 02/15/23                                   | 390,000                      | 392,376          | 388,350         | (4,026)                 | 4.76% | 22                   | 0.71%          |
| 04/05/22 | Federal Home Loan Banks         | 3130AJ7E3 | 1.380     | 02/17/23                 | 02/17/23                                   | 1,175,000                    | 1,171,154        | 1,166,681       | (4,473)                 | 4.70% | 62                   | 2.12%          |
| 03/03/22 | Truist Financial Corp           | 89788MAF9 | 2.280     | 06/09/25                 | 02/28/23                                   | 500,000                      | 497,792          | 487,835         | (3,957)                 | 5.38% | 06                   | 0.89%          |
| 10/02/19 | Pepsico Inc.                    | 713448CG1 | 2.750     | 03/01/23                 | 03/01/23                                   | 375,000                      | 387,177          | 373,196         | (13,981)                | 4.64% | 91                   | 0.68%          |
| 05/02/22 | Treasury Note                   | 912828ZD5 | 0.500     | 03/15/23                 | 03/15/23                                   | 800,000                      | 789,906          | 790,784         | 878                     | 4.52% | 105                  | 1.44%          |
| 11/19/19 | Treasury Note                   | 9128284L1 | 2.750     | 04/30/23                 | 04/30/23                                   | 2,000,000                    | 2,070,830        | 1,985,080       | (85,750)                | 4.56% | 151                  | 3.61%          |
| 11/03/20 | Loews Corporation               | 540424AQ1 | 2.625     | 05/15/23                 | 05/15/23                                   | 425,000                      | 441,638          | 420,100         | (21,538)                | 5.19% | 166                  | 0.76%          |
| 06/06/19 | Public Service Electric And Gas | 74456QBC9 | 2.375     | 05/15/23                 | 05/15/23                                   | 300,000                      | 302,050          | 296,361         | (5,689)                 | 5.08% | 166                  | 0.54%          |
| 05/02/22 | Treasury Note                   | 912828ZP8 | 0.130     | 05/15/23                 | 05/15/23                                   | 800,000                      | 783,406          | 783,840         | 434                     | 4.62% | 166                  | 1.43%          |
| 02/04/19 | Simon Property Group LP         | 828807DD6 | 2.750     | 06/01/23                 | 06/01/23                                   | 300,000                      | 298,333          | 296,436         | (1,897)                 | 5.17% | 183                  | 0.54%          |
| 02/19/20 | FHLMC                           | 3137EAEN5 | 2.750     | 06/19/23                 | 06/19/23                                   | 1,875,000                    | 1,984,696        | 1,854,131       | (130,565)               | 4.81% | 201                  | 3.37%          |
| 03/14/22 | FNMA                            | 3135G05G4 | 0.250     | 07/10/23                 | 07/10/23                                   | 1,200,000                    | 1,178,796        | 1,168,032       | (10,764)                | 4.72% | 222                  | 2.12%          |
| 01/31/22 | Treasury Note                   | 91282CCN9 | 0.130     | 07/31/23                 | 07/01/23                                   | 2,000,000                    | 1,971,406        | 1,939,840       | (31,566)                | 4.75% | 213                  | 3.53%          |
| 01/21/20 | FNMA                            | 3135G0U43 | 2.875     | 09/12/23                 | 09/12/23                                   | 1,400,000                    | 1,464,189        | 1,379,070       | (85,119)                | 4.84% | 286                  | 2.51%          |
| 07/31/19 | Treasury Note                   | 9128285D8 | 2.875     | 09/30/23                 | 09/30/23                                   | 1,875,000                    | 1,959,890        | 1,846,725       | (113,165)               | 4.74% | 304                  | 3.36%          |
| 02/19/20 | Treasury Note                   | 9128285P1 | 2.875     | 11/30/23                 | 11/30/23                                   | 800,000                      | 856,141          | 785,128         | (71,013)                | 4.85% | 365                  | 1.43%          |
| 03/20/19 | Citibank NA                     | 17325FAS7 | 3.650     | 01/23/24                 | 01/23/24                                   | 550,000                      | 557,000          | 542,905         | (14,095)                | 4.82% | 419                  | %66'0          |
| 03/26/21 | IBM Corp                        | 459200HU8 | 3.625     | 02/12/24                 | 02/12/24                                   | 410,000                      | 441,862          | 404,317         | (37,545)                | 4.82% | 439                  | 0.74%          |
| 04/30/21 | Treasury Note                   | 91282CBM2 | 0.125     | 02/15/24                 | 02/15/24                                   | 1,750,000                    | 1,737,221        | 1,656,830       | (80,391)                | 4.71% | 442                  | 3.01%          |
| 04/26/21 | Metlife Inc                     | 59156RBH0 | 3.600     | 04/10/24                 | 04/10/24                                   | 425,000                      | 460,084          | 416,938         | (43,146)                | 5.06% | 497                  | 0.76%          |
| 09/25/20 | Comcast Corporation             | 20030NCR0 | 3.700     | 04/15/24                 | 04/15/24                                   | 425,000                      | 465,452          | 419,105         | (46,347)                | 4.75% | 502                  | 0.76%          |
| 03/16/21 | Bank of New York Melion Corp    | 06406HCV9 | 3.400     | 05/15/24                 | 05/15/24                                   | 475,000                      | 510,244          | 466,137         | (44,107)                | 4.74% | 532                  | 0.85%          |
| 01/18/22 | Target Corporation              | 87612EBD7 | 3.500     | 07/01/24                 | 07/01/24                                   | 425,000                      | 446,008          | 418,056         | (27,952)                | 4.58% | 579                  | 0.76%          |
| 11/03/20 | Bristol-Myers Squibb Co         | 110122CM8 | 2.900     | 07/26/24                 | 07/26/24                                   | 450,000                      | 480,768          | 437,796         | (42,972)                | 4.62% | 604                  | 0.80%          |
| 10/31/19 | Honeywell International Inc     | 438516BW5 | 2.300     | 08/15/24                 | 08/15/24                                   | 390,000                      | 399,138          | 375,960         | (23,178)                | 4.51% | 624                  | 0.68%          |

|          |                                   | Burb       | ank-Glend | ale-Pasad<br>Statem<br>A | ent of Inve<br>s of 11/30/ | rt Authority<br>setments<br>22 | - PFC Accour | ÷         |                         |       |                      |                |
|----------|-----------------------------------|------------|-----------|--------------------------|----------------------------|--------------------------------|--------------|-----------|-------------------------|-------|----------------------|----------------|
| Purchase | e Type of                         | Citele     | Country   | Maturity                 | Eff Mat.                   | Par<br>Value                   | Purchase     | Market    | Unrealized<br>Gain/Loss | WIX   | Days to<br>Eff. Mat. | % Mkt<br>Value |
| DGP20121 | Treasury Note                     | 0128282113 | 1 875     | 08/31/24                 | 08/31/24                   | 1.600.000                      | 1.669.813    | 1.529.312 | (140.501)               | 4.53% | 640                  | 2.78%          |
| 05/20/21 | United Parcel Service             | 911312BT2  | 2.200     | 09/01/24                 | 09/01/24                   | 374,000                        | 391,124      | 359,104   | (32,020)                | 4.59% | 641                  | 0.65%          |
| 02/12/20 | PNC Funding Corp                  | 69353REF1  | 3.300     | 10/30/24                 | 10/30/24                   | 325,000                        | 345,449      | 315,868   | (29,581)                | 4.85% | 200                  | 0.57%          |
| 09/24/20 | Wisconsin Electric Power Company  | 976656CL0  | 2.050     | 12/15/24                 | 12/15/24                   | 350,000                        | 368,382      | 331,986   | (36'36)                 | 4.72% | 746                  | %09.0          |
| 01/06/22 | FFCB                              | 3133ENKS8  | 1.130     | 01/06/25                 | 01/06/25                   | 460,000                        | 458,965      | 429,359   | (29,606)                | 4.48% | 768                  | 0.78%          |
| 12/10/21 | FNMA                              | 3135G0X24  | 1.630     | 01/07/25                 | 01/07/25                   | 1,750,000                      | 1,782,200    | 1,652,228 | (129,972)               | 4.44% | 769                  | 3.01%          |
| 05/11/22 | Apple Inc                         | 037833DF4  | 2,750     | 01/13/25                 | 01/13/25                   | 425,000                        | 422,980      | 411,328   | (11,652)                | 4.35% | 775                  | 0.75%          |
| 02/17/22 | US Bank NA/Cincinnati             | 90331HPL1  | 2.050     | 01/21/25                 | 01/21/25                   | 475,000                        | 475,751      | 449,621   | (26,130)                | 4.70% | 783                  | 0.82%          |
| 09/15/22 | Merck & Co Inc                    | 58933YAR6  | 2.750     | 02/10/25                 | 02/10/25                   | 434,000                        | 421,031      | 418,376   | (2,655)                 | 4.49% | 803                  | 0.76%          |
| 01/06/22 | FHLMC Reference Note              | 3137EAEP0  | 1.500     | 02/12/25                 | 02/12/25                   | 1,750,000                      | 1,765,705    | 1,645,805 | (119,900)               | 4.37% | 805                  | 2,99%          |
| 03/04/22 | FFCB                              | 3133ENPY0  | 1.750     | 02/25/25                 | 02/25/25                   | 1,250,000                      | 1,252,738    | 1,178,288 | (74,450)                | 4.47% | 818                  | 2.14%          |
| 12/22/20 | Exxon Mobil Corp                  | 30231GAF9  | 2.709     | 03/06/25                 | 03/06/25                   | 400,000                        | 426,156      | 384,564   | (41,592)                | 4.52% | 827                  | 0.70%          |
| 11/03/20 | Ace InA Holdings Inc              | 00440EAS6  | 3.150     | 03/15/25                 | 03/15/25                   | 435,000                        | 474,791      | 420,554   | (54,237)                | 4.69% | 836                  | 0.77%          |
| 09/30/21 | Treasury Note                     | 912828ZF0  | 0.050     | 03/31/25                 | 03/31/25                   | 1,600,000                      | 1,591,125    | 1,469,872 | (121,253)               | 4.20% | 852                  | 2.67%          |
| 02/12/21 | General Dynamics Corporation      | 369550BK3  | 3.250     | 04/01/25                 | 04/01/25                   | 50,000                         | 54,979       | 48,595    | (6,384)                 | 4.53% | 853                  | %60'0          |
| 09/28/20 | Federal Home Loan Banks           | 3130AJHU6  | 0.500     | 04/14/25                 | 04/14/25                   | 1,450,000                      | 1,453,984    | 1,327,910 | (126,074)               | 4.27% | 866                  | 2.42%          |
| 05/04/22 | Home Depot Inc                    | 437076CM2  | 2.700     | 04/15/25                 | 04/15/25                   | 425,000                        | 418,714      | 408,876   | (9,838)                 | 4,40% | 867                  | 0.74%          |
| 12/01/21 | FNMA                              | 3135G03U5  | 0.630     | 04/22/25                 | 04/22/25                   | 1,225,000                      | 1,190,032    | 1,121,733 | (68,299)                | 4.37% | 874                  | 2.04%          |
| 06/06/22 | Caterpillar Financial Services    | 14913R2V8  | 3.400     | 05/13/25                 | 05/13/25                   | 425,000                        | 426,632      | 414,099   | (12,533)                | 4.52% | 895                  | 0.75%          |
| 05/11/21 | General Dynamics Corporation      | 369550BG2  | 3.500     | 05/15/25                 | 05/15/25                   | 350,000                        | 380,073      | 342,622   | (37,451)                | 4.41% | 897                  | 0.62%          |
| 02/10/22 | Qualcomm Incorporated             | 747525AF0  | 3,450     | 05/20/25                 | 05/20/25                   | 400,000                        | 412,594      | 390,556   | (22,038)                | 4.47% | 902                  | 0.71%          |
| 12/15/21 | Pfizer Inc                        | 717081EX7  | 0.800     | 05/28/25                 | 05/28/25                   | 475,000                        | 466,704      | 438,378   | (28,326)                | 4.08% | 910                  | 0.80%          |
| 06/15/22 | Cisco Systems Inc                 | 17275RAW2  | 3.500     | 06/15/25                 | 06/15/25                   | 400,000                        | 397,604      | 391,652   | (5,952)                 | 4.38% | 928                  | 0.71%          |
| 09/01/22 | Treasury Note                     | 91282CEU1  | 2.875     | 06/15/25                 | 06/15/25                   | 1,600,000                      | 1,571,813    | 1,550,624 | (21,189)                | 4,17% | 928                  | 2.82%          |
| 11/17/20 | Treasury Note                     | 912828ZW3  | 0.250     | 06/30/25                 | 06/30/25                   | 1,750,000                      | 1,710,434    | 1,586,620 | (123,814)               | 4.09% | 943                  | 2.89%          |
| 09/30/22 | Treasury Note                     | 91282CEY3  | 3.000     | 07/15/25                 | 07/15/25                   | 1,200,000                      | 1,162,125    | 1,165,500 | 3,375                   | 4.17% | 958                  | 2.12%          |
| 09/25/20 | Intel Corp                        | 458140AS9  | 3.700     | 07/29/25                 | 07/29/25                   | 400,000                        | 447,035      | 392,652   | (54,383)                | 4.44% | 372                  | 0.71%          |
| 09/24/20 | State Street Corporation          | 857477AT0  | 3.550     | 08/18/25                 | 08/18/25                   | 475,000                        | 531,317      | 462,617   | (68,700)                | 4.58% | 992                  | 0.84%          |
| 06/14/22 | Burlington Northern Sarita Fe LLC | 12189LAY7  | 3.650     | 09/01/25                 | 09/01/25                   | 325,000                        | 322,094      | 316,950   | (5,144)                 | 4.62% | 1006                 | 0.58%          |
| 09/08/22 | John Deere Capital Corp           | 24422EWJ4  | 4.050     | 09/08/25                 | 09/08/25                   | 425,000                        | 425,518      | 420,423   | (2:095)                 | 4.47% | 1013                 | 0.76%          |
| 10/11/22 | FFCB                              | 3133ENP5   | 4.250     | 09/30/25                 | 09/30/25                   | 1,000,000                      | 995,939      | 1,000,709 | 4,770                   | 4.22% | 1035                 | 1.82%          |
| 11/17/20 | FNMA Benchmark Note               | 3135G06G3  | 0.500     | 11/07/25                 | 11/07/25                   | 3,155,000                      | 3,140,116    | 2,838,679 | (301,437)               | 4.16% | 1073                 | 5,16%          |

|          |                             | Burt      | ank-Glend | ale-Pasac<br>Statem<br>A | lena Airpo<br>ent of Inv<br>s of 11/30 | ort Authority<br>estments<br>V22 | / - PFC Acco     | tun             |                         |       |                      |                |
|----------|-----------------------------|-----------|-----------|--------------------------|--|----------------------------------|------------------|-----------------|-------------------------|-------|----------------------|----------------|
| Date     | e Type of<br>Investment     | CUSIP     | Coupon    | Maturity<br>Date         | Eff Mat.<br>Date                       | Par<br>Value                     | Purchase<br>Cost | Market<br>Value | Unrealized<br>Gain/Loss | YTM   | Days to<br>Eff. Mat. | % Mkt<br>Value |
| 06/30/21 | Lockheed Martin Corporation | 539830BH1 | 3.550     | 01/15/26                 | 01/15/26                               | 415,000                          | 432,813          | 405,678         | (27,135)                | 4.32% | 1142                 | 0.74%          |
| 08/30/21 | Prudential Financial Inc    | 74432QCH6 | 1.500     | 03/10/26                 | 03/10/26                               | 450,000                          | 455,337          | 406,772         | (48,565)                | 4.70% | 1196                 | 0.74%          |
| 11/29/21 | Sierra Pacific Power        | 826418BM6 | 2.600     | 05/01/26                 | 05/01/26                               | 375,000                          | 389,283          | 351,790         | (37,493)                | 4.58% | 1248                 | 0.64%          |
| 09/13/21 | FHLB                        | 3130A8XY4 | 1.880     | 09/11/26                 | 09/11/26                               | 300,000                          | 315,527          | 276,482         | (39,045)                | 4.14% | 1381                 | 0.50%          |
| 01/13/22 | FHLB                        | 3130A9YY1 | 2.130     | 12/11/26                 | 12/11/26                               | 700,000                          | 720,418          | 649,354         | (71,064)                | 4.09% | 1472                 | 1.18%          |
|          |                             | Subtotal  |           |                          | 1                                      | \$ 57,092,380                    | \$ 57,998,545    | \$ 54,971,725   | \$ (3,026,820)          | 4.52% | 569                  | 100.00%        |
|          | PFC Bank Balance            |           |           |                          |  |                                  | 6,565,179        |                 |                         |       |                      |                |
|          |                             | TOTAL     |           |                          |  |                                  | \$ 64,563,724    |                 |                         |       |                      |                |

|                 |                       |           | Statemen | t of Purcha<br>As of | ises - Maturi<br>11/30/22 | ties - Sales      |                  |                     |          |        |
|-----------------|-----------------------|-----------|----------|----------------------|---------------------------|-------------------|------------------|---------------------|----------|--------|
|                 |                       |           |          | PUR                  | CHASES                    |                   |                  |                     |          |        |
| urchase<br>Date | Type of<br>Investment | CUSIP     | Coupon   | Maturity<br>Date     | Par<br>Value              | Purchase<br>Price | Purchase<br>Cost | Prepaid<br>Interest |          |        |
|                 |                       |           |          |                      |                           |                   | ,<br>s           |                     |          |        |
|                 |                       |           |          |                      |                           |                   |                  |                     |          |        |
|                 |                       |           |          |                      |                           |                   | ų.               |                     |          |        |
|                 |                       |           |          |                      |                           |                   | 3                |                     |          |        |
|                 |                       |           |          |                      |                           |                   | : 3              |                     |          |        |
|                 |                       |           |          |                      |                           |                   | 4                |                     |          |        |
|                 |                       |           |          |                      |                           |                   | 1                |                     |          |        |
|                 |                       |           |          |                      |                           |                   |                  |                     |          |        |
|                 | ACEC                  |           |          | v                    |                           |                   |                  | •                   |          |        |
|                 |                       |           |          | MAT                  | URITIES                   |                   |                  |                     |          |        |
|                 | Tuno of               |           |          | Maturity             | par                       | Purchase          | Purchase         | Gain /              |          |        |
| Date            | Investment            | CUSIP     | Coupon   | Date                 | Value                     | Price             | Cost             | (Loss)              |          |        |
| 03/04/22 Treasu | ury Note              | 91282CAX9 | 0.130    | 11/30/22 \$          | 300,000.00                | 99,43750          | \$ 298,312.50    | \$ 1,687.50         |          |        |
|                 |                       |           |          |                      |                           |                   | 1                |                     |          |        |
|                 |                       |           |          |                      |                           |                   |                  | 1                   |          |        |
|                 |                       |           |          |                      |                           |                   | 5                | *                   |          |        |
| OTAL MATUR      | ITIES                 |           |          | \$                   | 300,000.00                |                   | \$ 298,312.50    | \$ 1,687.50         |          |        |
|                 |                       |           | SALE     | S / REDEM            | PTIONS / DE               | LIVERS            |                  |                     |          |        |
| Jurchasa        | Type of               |           |          | Maturity             | Sale                      | Par               | Sale             | Sale                | Purchase | Gain / |
| Date            | Investment            | CUSIP     | Coupon   | Date                 | Date                      | Value             | Price            | Amount              | Cost     | (Foss) |
|                 |                       |           |          |                      |                           |                   |                  | •                   |          | 5      |
|                 |                       |           |          |                      |                           |                   |                  | • •                 |          | ) d    |
|                 |                       |           |          |                      |                           |                   |                  |                     |          | . (    |
|                 |                       |           |          |                      |                           |                   |                  |                     |          |        |

|                                 |      | Burban | k-Glendale | -Pasadena<br>Earnin<br>11/01/2 | Airport Autho<br>gs Report<br>2-11/30/22 | ority - PFC Ad      | count     |          |            |                        |
|---------------------------------|------|--------|------------|--------------------------------|--|---------------------|-----------|----------|------------|------------------------|
| Type of                         |      |        | Maturity   | Previous                       | Realized<br>Interest                     | Interest<br>Paid At | Current   | Interest | Amrt/Accrt | Adjusted<br>Total Int. |
| Investment                      | Type | Coupon | Date       | Accrual                        | For Period                               | Purc/Recv           | Accrual   | Earned   | For Period | Earned                 |
| FIXED INCOME                    |      |        |            |                                |  |                     |           |          |            |                        |
| Treasury Note                   | NOTE | 0.130  | 11/30/22   | 157.79                         | 187,50                                   | è                   |           | 29.71    | •          | 29.71                  |
| Bank of America Corp            | NOTE | 3.300  | 01/11/23   | 5,142,50                       | i  | đ                   | 6,545.00  | 1,402,50 | (262.78)   | 1,139.72               |
| Federal National Mortgage Assoc | NOTE | 2.375  | 01/19/23   | 11,776.04                      | +  | ł                   | 15,239.58 | 3,463.54 | (1,066.94) | 2,396.60               |
| JP Morgan Chase & CO            | NOTE | 3.200  | 01/25/23   | 4,352.00                       |  | i.                  | 5,712.00  | 1,360.00 | (322,15)   | 1,037.85               |
| Treasury Note                   | NOTE | 2.375  | 01/31/23   | 12,004.08                      | ł  | ł                   | 15,876.36 | 3,872.28 | (1,451.68) | 2,420.60               |
| Unitedhealth Group Inc.         | NOTE | 2.750  | 02/15/23   | 2,264.17                       | e<br>C                                   | 1                   | 3,157.92  | 893.75   | (119.82)   | 773.93                 |
| Federal Home Loan Banks         | NOTE | 1.380  | 02/17/23   | 3,321.01                       | ġ  | i                   | 4,667.36  | 1,346.35 | 370.97     | 1,717.32               |
| Pepsico Inc.                    | NOTE | 2.750  | 03/01/23   | 1,718.75                       | )  | a.                  | 2,578.13  | 859.38   | (386.32)   | 473.06                 |
| Treasury Note                   | NOTE | 0.500  | 03/15/23   | 519.34                         | ł  | ģ                   | 850.83    | 331,49   | 958.27     | 1,289.76               |
| Treasury Note                   | NOTE | 2.750  | 04/30/23   | 151.93                         | 1  | į                   | 4,709,94  | 4,558.01 | (1,817.63) | 2,740.38               |
| Chevron Corp                    | NOTE | 2.300  | 05/11/23   | 3,481.36                       | 4,033.28                                 | t                   | 1,048.28  | 1,600.20 | (237.58)   | 1,362.62               |
| Loews Corporation               | NOTE | 2.625  | 05/15/23   | 5,144.27                       | 5,578.13                                 | á.                  | 495.83    | 929,69   | (594.28)   | 335.41                 |
| Public Service Electric And Gas | NOTE | 2.375  | 05/15/23   | 3,285,42                       | 3,562.51                                 | ţ                   | 316,67    | 593.76   | (60.22)    | 533.54                 |
| Treasury Note                   | NOTE | 0.130  | 05/15/23   | 461.96                         | 500.00                                   | 3                   | 44.20     | 82.24    | 1,320.46   | 1,402.70               |
| Simon Property Group LP         | NOTE | 2.750  | 06/01/23   | 3,437.50                       | 4,125.00                                 | •                   | i         | 687.50   | 24.74      | 712.24                 |
| FHLMC                           | NOTE | 2.750  | 06/19/23   | 18,906.25                      |  | ģ.                  | 23,203.13 | 4,296.88 | (2,796.51) | 1,500.37               |
| FNMA                            | NOTE | 0.250  | 07/10/23   | 925.00                         | ł  | a.                  | 1,175.00  | 250.00   | 1,339.20   | 1,589.20               |
| Treasury Note                   | NOTE | 0,130  | 07/31/23   | 631.79                         | •  |                     | 835.60    | 203.81   | 1,604.66   | 1,808.47               |
| FNMA                            | NOTE | 2.875  | 09/12/23   | 5,478.47                       | •  | e                   | 8,832.64  | 3,354.17 | (1,469.98) | 1,884.19               |
| Treasury Note                   | NOTE | 2,875  | 09/30/23   | 4,739.01                       | ÷  | i                   | 9,181.83  | 4,442.82 | (1,759.85) | 2,682.97               |
| Treasury Note                   | NOTE | 2.875  | 11/30/23   | 9,677.60                       | 11,500.00                                | 2                   | 63.19     | 1,885.59 | (1,235.80) | 649.79                 |
| Citibank NA                     | NOTE | 3,650  | 01/23/24   | 5,464.86                       | 1  | è                   | 7,137.78  | 1,672.92 | (104.45)   | 1,568.47               |
| IBM Corp                        | NOTE | 3.625  | 02/12/24   | 3,261,49                       |  | i.                  | 4,500.03  | 1,238.54 | (980.71)   | 257.83                 |
| Treasury Note                   | NOTE | 0,125  | 02/15/24   | 463.65                         | í  | j,                  | 641.98    | 178.33   | 436.08     | 614,41                 |
| 3M Co                           | NOTE | 1.710  | 02/14/24   | 2,604.18                       | 3,071.59                                 | ġ.                  | 876.51    | 1,343.92 | (33.00)    | 1,310.92               |
| Metlife Inc                     | NOTE | 3,600  | 04/10/24   | 892.50                         |  | i.                  | 2,167.50  | 1,275.00 | (1,031,18) | 243.82                 |
| Comcast Corporation             | NOTE | 3.700  | 04/15/24   | 698.89                         | ÷  | ŀ                   | 2,009.31  | 1,310.42 | (1,025.64) | 284.78                 |
| Bank of New York Mellon Corp    | NOTE | 3.400  | 05/15/24   | 7,446.94                       | 8,075.00                                 | ).                  | 717.78    | 1,345.84 | (988.67)   | 357.17                 |
| Target Corporation              | NOTE | 3.500  | 07/01/24   | 4,958,33                       | •  | 4                   | 6,197.92  | 1,239.59 | (719.16)   | 520.43                 |
| Bristol-Myers Squibb Co         | NOTE | 2.900  | 07/26/24   | 3,443.75                       | ţ  | ¥                   | 4,531.25  | 1,087.50 | (734.97)   | 352.53                 |
| Honeywell International Inc     | NOTE | 2.300  | 08/15/24   | 1,893.67                       | ÿ  | 1                   | 2,641.17  | 747.50   | (194.99)   | 552.51                 |
| Treasury Note                   | NOTE | 1.875  | 08/31/24   | 5,138.12                       | á  | ¢                   | 7,624.31  | 2,486.19 | (1,810.18) | 676.01                 |
| United Parcel Service           | NOTE | 2.200  | 09/01/24   | 1,371.33                       |  | 1                   | 2,057.00  | 685.67   | (478.18)   | 207.49                 |

| Type of                          |      |        | Maturity | Previous  | Realized<br>Interest | Interest<br>Paid At | Current   | Interest | Amrt/Accrt | Adjusted<br>Total Int. |
|----------------------------------|------|--------|----------|-----------|----------------------|---------------------|-----------|----------|------------|------------------------|
| Investment                       | Type | Coupon | Date     | Accrual   | For Period           | Purc/Recv           | Accrual   | Earned   | For Period | Earned                 |
| PNC Funding Corp                 | NOTE | 3.300  | 10/30/24 | 29.79     | i.                   | t                   | 923.54    | 893.75   | (359.06)   | 534.69                 |
| Wisconsin Electric Power Company | NOTE | 2.050  | 12/15/24 | 2,710.56  | ç                    | ł                   | 3,308.47  | 597.91   | (377.41)   | 220.50                 |
| FFCB                             | NOTE | 1.130  | 01/06/25 | 1,653.13  | 2                    | ų                   | 2,084.38  | 431.25   | 28.88      | 460.13                 |
| FNMA                             | NOTE | 1.630  | 01/07/25 | 9,005.21  | ŝ                    | Ŷ                   | 11,375.00 | 2,369.79 | (875.00)   | 1,494.79               |
| Apple Inc                        | NOTE | 2.750  | 01/13/25 | 3,506.25  | i.                   | i.                  | 4,480.21  | 973.96   | 63.13      | 1,037,09               |
| US Bank NA/Cincinnati            | NOTE | 2.050  | 01/21/25 | 2,704.86  | ì                    | x                   | 3,516.32  | 811.46   | (21.46)    | 00.067                 |
| Merck & Co Inc                   | NOTE | 2.750  | 02/10/25 | 2,685.38  | â                    | Ż                   | 3,679,96  | 994.58   | 451.89     | 1,446.47               |
| FHLMC Reference Note             | NOTE | 1.500  | 02/12/25 | 5,760.42  | ŝ                    | i                   | 7,947.92  | 2,187.50 | (423.98)   | 1,763.52               |
| FFCB                             | NOTE | 1.750  | 02/25/25 | 4,010.42  | 1                    | Ŷ                   | 5,833.33  | 1,822.91 | (76.90)    | 1,746.01               |
| Exxon Mobil Corp                 | NOTE | 2.709  | 03/06/25 | 1,655.50  | ŷ                    | ÿ                   | 2,558.50  | 903.00   | (554.63)   | 348.37                 |
| Ace InA Holdings Inc             | NOTE | 3.150  | 03/15/25 | 1,750.88  | 7                    | Ŷ                   | 2.892.75  | 1,141.87 | (796.61)   | 345.26                 |
| Treasury Note                    | NOTE | 0.050  | 03/31/25 | 703.30    | ŝ.                   | 2                   | 1,362.64  | 659.34   | 208.50     | 867.84                 |
| General Dynamics Corporation     | NOTE | 3.250  | 04/01/25 | 135.42    | i.                   | i                   | 270.83    | 135.41   | (100.50)   | 34.91                  |
| Federal Home Loan Banks          | NOTE | 0.500  | 04/14/25 | 342,36    | 1                    | x                   | 946.53    | 604.17   | (74.30)    | 529.87                 |
| Home Depot Inc                   | NOTE | 2.700  | 04/15/25 | 510.00    | 2                    | 6                   | 1,466.25  | 956.25   | 178.07     | 1,134.32               |
| FNMA                             | NOTE | 0.630  | 04/22/25 | 191.41    | •                    | i                   | 829.43    | 638.02   | 1,029.98   | 1,668.00               |
| Caterpillar Financial Services   | NOTE | 3.400  | 05/13/25 | 6,743.33  | 7,225.00             | à                   | 722.50    | 1,204.17 | (46.43)    | 1,157.74               |
| General Dynamics Corporation     | NOTE | 3.500  | 05/15/25 | 5,648.61  | 6,125.00             | 8                   | 544.44    | 1,020.83 | (635.58)   | 385.25                 |
| Qualcomm Incorporated            | NOTE | 3.450  | 05/20/25 | 6,171.67  | 6,900.00             | 1                   | 421.67    | 1,150.00 | (318.41)   | 831.59                 |
| Pfizer Inc                       | NOTE | 0.800  | 05/28/25 | 1,615.00  | 1,900.00             | e.                  | 31.67     | 316.67   | 204.10     | 520.77                 |
| Truist Financial Corp            | NOTE | 2.280  | 06/09/25 | 2,359.63  | ł                    | ì                   | 4,081.46  | 1,721.83 | 9          | 1,721.83               |
| Cisco Systems Inc                | NOTE | 3.500  | 06/15/25 | 5,288.89  | a                    | 1                   | 6,455.56  | 1,166.67 | 66.68      | 1,233,35               |
| Treasury Note                    | NOTE | 2.875  | 06/15/25 | 17,469.95 | î                    | ì                   | 21,240,44 | 3,770.49 | 831.49     | 4,601.98               |
| Treasury Note                    | NOTE | 0.250  | 06/30/25 | 1,474.18  | 0                    | j.                  | 1,830.84  | 356.66   | 903.55     | 1,260.21               |
| Treasury Note                    | NOTE | 3.000  | 07/15/25 | 10,663.04 | á                    | ì                   | 13,597,83 | 2,934.79 | 1,118.36   | 4,053.15               |
| Intel Corp                       | NOTE | 3.700  | 07/29/25 | 3,782.22  | 1                    | 4                   | 5,015.56  | 1,233.34 | (837.37)   | 395.97                 |
| State Street Corporation         | NOTE | 3.550  | 08/18/25 | 3,419.34  | ÷                    | ł                   | 4,824,55  | 1,405.21 | (1,012.80) | 392.41                 |
| Burlington Northern Santa Fe LLC | NOTE | 3.650  | 09/01/25 | 1,977.08  | ú                    | ĩ                   | 2,965.63  | 988.55   | 75.47      | 1,064.02               |
| John Deere Capital Corp          | NOTE | 4.050  | 09/08/25 | 2,534.06  | į                    | i)                  | 3,968,44  | 1,434,38 | (14.46)    | 1,419.92               |
| FFCB                             | NOTE | 4.250  | 09/30/25 | 3,659.72  | ,                    | ì                   | 7,201.39  | 3,541.67 | 114.04     | 3,655.71               |
| FNMA Benchmark Note              | NOTE | 0.500  | 11/07/25 | 7,624.58  | 7,887.50             | 3.                  | 1,051.67  | 1,314.59 | 311.02     | 1,625.61               |
| Lockheed Martin Corporation      | NOTE | 3.550  | 01/15/26 | 4,337.90  | á                    | i                   | 5,565.61  | 1,227.71 | (343.47)   | 884.24                 |
| Prudential Financial Inc         | NOTE | 1.500  | 03/10/26 | 956.25    | 8                    | Ð                   | 1,518.75  | 562.50   | (98.18)    | 464.32                 |
| Sierra Pacific Power             | NOTE | 2.600  | 05/01/26 | 3         | d.                   | e.                  | 812.50    | 812.50   | (264.67)   | 547.83                 |

|  |          | Burban | k-Glendal        | e-Pasadena          | Airport Auth                       | ority - PFC /                    | Account            |                    |                          |                                  |
|--|----------|--------|------------------|---------------------|------------------------------------|----------------------------------|--------------------|--------------------|--------------------------|----------------------------------|
|  |          |        |                  | 11/01/22            | Is Report<br>-11/30/22             |                                  |                    |                    |                          |                                  |
| Type of<br>Investment                        | Type     | Coupon | Maturity<br>Date | Previous<br>Accrual | Realized<br>Interest<br>For Period | Interest<br>Paid At<br>Purc/Recv | Current<br>Accrual | Interest<br>Earned | Amrt/Accrt<br>For Period | Adjusted<br>Total Int.<br>Earned |
| FHLB   | NOTE     | 1.880  | 09/11/26         | 781.25              | 6                                  | 1                                | 1,250.00           | 468.75             | (259.24)                 | 209.51                           |
| FHLB   | NOTE     | 2.130  | 12/11/26         | 5,784.72            | 1                                  | 1                                | 7,024.31           | 1,239.59           | (346.67)                 | 892.92                           |
|  | Subtotal |        | ſ                | \$ 264,860.26       | \$ 70,670.51                       |                                  | \$ 289,236.91      | \$ 95,047.16       | \$ (17,880.26)           | \$ 77,166.90                     |
| ISH EQUIVALENTS<br>Blackrock Liquidity Funds |          |        |                  |                     | 1,237.11                           | ¢                                | ł                  | 1,237.11           | 1                        | 1,237.11                         |
|  | Subtotal | ģ      |                  | •                   | \$ 1,237.11                        | ,                                | •                  | \$ 1,237.11        |                          | \$ 1,237.11                      |
|  | TOTAL    |        |                  | \$ 264,860.26       | \$ 71,907.62                       | •                                | \$ 289,236.91      | \$ 96,284.27       | \$ (17,880.26)           | \$ 78,404.01                     |

| +    |                |                  |                         |                        | November 2025   |                              |               |                        |       |                       |
|------|----------------|------------------|-------------------------|------------------------|---|------------------------------|---------------|------------------------|-------|-----------------------|
| -    |                | Monthly F        | Performance             |                        | November 2022   | Fiscal YTD                   | Performance   | (July 2022 - No        | ovemb | ber 2022)             |
| L    | A              | 8                | c L                     | Э E                    |   | 4                            | ŋ             | н                      | 4     | P                     |
|      | Actual \$      | Rudnet           | Actual \$<br>Prior Year | Variance<br>Actual Vs. |   | Fiscal                       | Fiscal        | Actual S<br>Prior Year |       | Variance<br>Actual Vs |
| -    | Nov 2022       | Nov 2022         | Nov 2021 No             | te Budget              |   | YTD                          | YTD Budget    | Fiscal YTD             | Note  | Budget                |
|      |                |                  |                         |                        | OPERATING ACTIVITY<br>CASH RECEIPTS FROM OPERATIONS     |                              |               |                        |       |                       |
| -    | \$454,023      | \$375,000        | \$392,922 (2            | () \$79,023            | Landing/Fuel Fees                                       | \$2,291,092                  | \$1,920,584   | \$1,730,179            | (2)   | \$370,50              |
| 2    | 3,262,265      | 1,959,167        | 2,150,374 (3            | () 1.303,098           | Parking Fees  | 13,355,121                   | 10,251,066    | 10,400,061             | (2)   | 3,104,05              |
| m •  | 1,570,553      | 1,142,942        | 1,074,084 (4            | 427,611                | Rental/Concession Receipts - Terminal Building          | 7,447,696                    | 5,868,633     | 6,199,853              | (4)   | 1,579,06              |
| d 10 | 345.798        | 170.000          | 241.355 (6              | 175.798                | Cound Transportation                                    | 1.565.812                    | 878.677       | 978,509                | (e)   | 687.13                |
| 9    | 172,655        | 81,666           | 150,558 (7              | 90,989                 | Other Receipts  | 776,035                      | 421,276       | 516,812                | EE    | 354,75                |
| 7    | 298,429        | 295,833          | 595,292 (8              | () 2,596               | Investment Receipts - Treasurer/Other Interest Earned   | 2,208,735                    | 1,479,165     | 2,441,502              | (8)   | 729,57                |
| 00   | \$7,429,275    | \$5,305,834      | \$5,871,332 (1          | ) \$2,123,441          | CASH DISRURSEMENTS FROM OPERATIONS                      | \$34,341,763                 | \$27,225,531  | \$28,456,630           | (1)   | \$7,116,23            |
| on   | (\$63.781)     | (\$95.913)       | (\$77.270) (1           | 0) \$32.132            | Administrative Supplies & Costs                         | (\$443.742)                  | (\$589,054)   | (\$414,434)            | (10)  | \$145.31              |
| 10   | (256,574)      | (312,615)        | (271,694) (1            | 1) 56,041              | Operating Supplies & Maintenance                        | (1,714,906)                  | (1,825,618)   | (1,460,290)            | (11)  | 110.71                |
| 11   | (1,962,085)    | (2,367,650)      | (2,297,234) (1          | 2) 405,565             | Contractual Operating Costs                             | (12,675,883)                 | (13,710,796)  | (11,521,202)           | (12)  | 1,034,91              |
| 12   | (175,359)      | (320,858)        | (470,470) (1            | 3) 145,499             | Contractual Professional Services                       | (2,828,996)                  | (3,538,810)   | (3,141,036)            | (13)  | 709,81                |
| 13   | (649,828)      | (667,392)        | (445,608) (1            | 4) 17,564              | Wages & Benefits  | (2,995,616)                  | (3,067,253)   | (2,572,823)            | (14)  | 70,63                 |
| 14   | (99,139)       | (133,008)        | (3,773) (1              | 5) 33,869              | Other Operating Costs                                   | (347,095)                    | (422,540)     | (203,204)              | (15)  | 75,44                 |
| 12   | (380,375)      | (380,375)        | (380,125)               | 00                     | Bond Debt Service - 2015 Bonds                          | (1,901,875)                  | (1,901,875)   | (1,900,625)            | NON.  | 00 0001               |
| 2 5  | 162 587 1411   | 111 8127 8111    | 10 (12 048 174) (0      | 0) 5600 670            | Farking Lax   | (12011/01)                   | (C// 200'/)   | (110'Sen'1)            | (0)   | S1 843 07             |
|      | find topologic | 1.1.0.1.1.2.2.41 | d de la focologi        |                        | INCREASE (DECREASE) IN CASH FROM OPERATIONS             |                              | (             | 1000000000000          |       |                       |
| 18   | \$3,842,134    | \$1,028,023      | \$1,925,158             | \$2,814,111            |   | \$9,821,013                  | \$860,810     | \$6,203,405            | 1     | \$8,960,20            |
| -    |                |                  |                         |                        | FACILITY IMPROVEMENT TRANSACTIONS<br>CASH DISBURSEMENTS |                              |               |                        |       |                       |
| 19   | \$0            | \$0              | \$0 (1                  | 7) \$0                 | Noise Mitigation Program Costs                          | \$0                          | \$0           | (2697)                 | (11)  | 643                   |
| 20   | (69.435)       | (170,000)        | (14,280) (1             | 8) 100,565             | Other Facility Improvement Program Project Costs        | (1,483,392)                  | (5,233,125)   | (354,857)              | (18)  | 3,749,73              |
| 5 2  | (\$106.342)    | (\$269,000)      | (\$78,650)              | 8) 02,093<br>\$162,658 | Keplacement Passenger Lerminal Project Losis            | (1,403,011)<br>(\$2,948,403) | (\$7,678,125) | (\$839,771)            | (2)   | S4,729,72             |
|      |                |                  |                         |                        | CASH RECEIPTS FROM FUNDING SOURCES                      |                              |               |                        |       |                       |
| 53   | \$0            | \$0              | \$0 (1                  | (2                     | FAA Grants - Noise Mitigation Program                   | SO                           | SO            | 05                     | (11)  |                       |
| 24   | 0 0            | 48,354           | 0 (2                    | 0) (\$48,354           | ) FAA Grants - Facility Improvement Program             | 113,340                      | 2,474,113     | 2,330,550              | (02)  | (2,360,/1             |
| 22   | S0             | \$160.000        | S0 (2                   | (\$160.000             | L rassenger rading unarge receipts/reserves             | \$2,145,401                  | \$4.670,000   | \$2.402,587            | (17)  | (\$2,524,55           |
| -    |                |                  |                         | INCE                   | EASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSAC   | SUOIS                        |               |                        |       |                       |
| 27   | (\$106,342)    | (\$109,000)      | (\$78,650)              | \$2,658                |   | (\$803,002)                  | (\$3,008,125) | \$1,562,816            | 2     | \$2,205,12            |
|      |                |                  |                         |                        | FEDERAL RELIEF GRANT FUNDS                              |                              |               |                        |       |                       |
| 28   | SO             | \$318,155        | \$0 (2                  | 2) (\$318,155          | ) ARPA Grant Funds                                      | \$1,095,114                  | \$1,590,775   | \$3,573,715 (          | (22)  | (\$495,66             |
| 59   | \$0            | \$318,155        | \$0                     | (\$318,155             |   | \$1,095,114                  | \$1,590,775   | \$3,573,715            |       | (\$495,66             |
|      |                |                  |                         |                        | NET INCREASE (DECREASE) IN CASH - TOTAL                 |                              |               |                        |       |                       |
| 30   | \$3,735,792    | \$1.237.178      | C1 845 508              | C2 102 514             |   | S10 113 125                  | ISEEG SADY    | S11 339,936            |       | S10,669,66            |

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

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2022 & 2021

### **General Comments**

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

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

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

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

The FY 2023 Capital Program expenditures are primarily funded by the following sources:

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

The FY 2023 Replacement Passenger Terminal Project expenditures are initially funded with Airport Reserves and will be reimbursed through future Interim Financing, which is expected to be completed before June 30, 2023.

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

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

Due to uncertainties including impacts from COVID-19 variants, unstable global events, inflationary pressures and potential economic recession, the Authority continued its conversative outlook on passenger recovery into FY 2023. The Authority's Adopted FY 2023 budget was based on the following quarterly activity assumptions:

- Q1 (July September): a reduction of 10% (represents recovery of 90%)
- Q2 (October December): a reduction of 15% (represents recovery of 85%)
- Q3 (January March): a reduction of 20% (represents recovery of 80%)
- Q4 (April June): a reduction of 15% (represents recovery of 85%)

Passengers increased by 0.28% FYTD November when compared to pre-COVID levels. The result at FYTD November was favorably above the blended budgeted assumption of a passenger reduction of 12.00% resulting in positive financial performance.

The Adopted FY 2023 Budget includes the use of \$3.8 million in federal relief funds to support the 2015 Bond debt service.

(Continued)

|             | BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY   |
|-------------|---|
|             | NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS  |
|             | MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2022 & 2021  |
| NOTE (1) -  | Cash Receipts from Operations   |
|             | Cash receipts from operations exceed the budget FYTD November. On an accrual basis, operating revenues<br>exceed the budget FYTD November by \$5,488,475. See notes 2 through 8 for additional information regarding<br>operating receipts.   |
| NOTE (2) -  | Landing/Fuel Fees   |
|             | Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to<br>non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel<br>Flowage Fees exceed the budget by \$341,723 FYTD November.                             |
| NOTE (3) -  | Parking Fees  |
|             | Parking fee revenues performed above the budget forecast. Accrual basis Parking Fees are \$2,717,124 ahead of budget FYTD November.   |
| NOTE (4) -  | Rental/Concession Receipts - Terminal Building  |
|             | Terminal Building rental/concession receipts exceed the budget FYTD November. Accrual basis Terminal Building rents/concessions exceed the budget by \$1,103,864 FYTD November.   |
| NOTE (5) -  | Rental Receipts - Other Buildings   |
|             | Other Buildings rental receipts exceed the budget FYTD November partially due to the timing of receipts.<br>Accrual basis Other Building rents are \$186,749 ahead of budget FYTD November due to CPI adjustments.  |
| NOTE (6) -  | Ground Transportation   |
|             | This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$711,831 FYTD November.  |
| NOTE (7) -  | Other Receipts  |
|             | This category consists primarily of filming, TSA LEO reimbursements, fingerprint/badge renewal fees, noise fees, access fees, and ground handling services for the airlines. Accrual basis Other Receipts are \$165,263 ahead of budget FYTD November.  |
| NOTE (8) -  | Investment Receipts - Treasurer   |
|             | This line item represents cash received from the investment of funds. These receipts fluctuate in response to<br>interest rate and portfolio balance changes, the timing of coupon payments and individual investment<br>maturities. Accrual basis investment income exceeds the budget by \$261,921 FYTD November. |
| NOTE (9) -  | Cash Disbursements from Operations  |
|             | Overall operating disbursements on a cash basis and accrual basis are favorably under the budget<br>FYTD November. See additional information on operating disbursement in notes 10 through 16.   |
| NOTE (10) - | Administrative Supplies & Costs   |
|             | This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.  |
|             | (Continued)   |

|             | BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY   |
|-------------|---|
|             | NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS<br>MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2022 & 2021  |
|             |   |
| NOTE (11) - | Operating Supplies & Maintenance  |
|             | This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs.  |
| NOTE (12) - | Contractual Operating Costs   |
|             | This line item includes various contractual operating costs such as ARFF services, janitorial services, systems<br>and vehicle repair, parking operations and the TBI Airport Management contract costs.  |
| NOTE (13) - | Contractual Professional Services   |
|             | This line item includes various professional services such as legal, auditing, noise, financial and insurance.  |
| NOTE (14) - | Wages and Benefits  |
|             | Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the<br>impact of the terms of the Memorandum of Understanding effective February 2020. Wages and Benefits<br>include overtime for film location services which are recovered through the related film revenue.  |
| NOTE (15) - | Other Operating Costs   |
|             | This line item primarily includes public relations/advertising, air service retention, and license/permit fees.   |
| NOTE (16) - | Parking Tax   |
|             | The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. The next remittance, covering parking activity for the months of October, November and December 2022, is due January 2023.  |
| NOTE (17) - | Noise Mitigation Program  |
|             | FAA Grants are budgeted to partially fund the Part 150 Update project. A RFP for the Part 150 Update is anticipated to be issued in 3rd Quarter FY 2023.  |
| NOTE (18) - | Other Facility Improvement Program Projects   |
|             | Other Facility Improvement Program Projects costs on a cash basis are under budget FYTD November by \$3,749,733 due to delay in construction from several projects.   |
| NOTE (19) - | Replacement Passenger Terminal Project  |
|             | The Authority has programmed \$34,225,000 from Airport Reserves to fund the Replacement Passenger Terminal<br>Project. The Airport Reserves will be reimbursed through future Interim Financing. Replacement Passenger Terminal<br>Project costs on a cash basis are under budget FYTD November by \$979,989. The majority of FYTD November<br>\$1,465,011 cash expenditures are related to Jacobs Project Management services (\$969,721). |
| NOTE (20) - | FAA Grants – Other Facility Improvement Program Projects  |
|             | FAA Grants are budgeted to partially fund the Taxiway C Pavement Rehabilitation project.  |
|             | (Continued)   |

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

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FIVE MONTHS ENDED NOVEMBER 30, 2022 & 2021

### NOTE (21) - Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the Taxiway C Pavement Rehabilitation Project, the Airfield Lighting Vault Project, the Runway 8 PAPI Relocation Project and the Part 150 Update Project. The majority of FYTD November receipts represents reimbursement of FY 2022 costs of the Taxilane A Rehabilitation Project (\$1,347,752) and reimbursement of FY 2023 costs of the Airfield Lighting Vault Project (\$532,683).

### NOTE (22) - Federal Relief Grant Funds

The Adopted FY 2023 Budget includes the use of \$3.8 million in federal relief funds to support the 2015 Bond debt service. FYTD November receipts in the amount of \$1,095,114 represent reimbursement of FY 2022 personnel costs.

|      |                       |   |  |                                  | UAL I KANOI  |  | \$ 2021                            |                              |  |      |                                  |
|------|-----------------------|---|--|----------------------------------|--|--|------------------------------------|------------------------------|--|------|----------------------------------|
| -    |                       |   |  |                                  |  | November 2022  |                                    |                              |  |      |                                  |
| 1    | V                     | Monthly F   | Performance  | 6                                | ü  |  | Fiscal YID                         | Performance                  | July 2022 - No<br>H                    | I    | Jer 2022)                        |
| 1    | Actual \$<br>Nov 2022 | Budget<br>Nov 2022  | Actual \$<br>Prior Year<br>Nov 2021                                    | Note                             | Variance<br>Actual Vs.<br>Budget                                   |  | Actual \$<br>Fiscal<br>YTD         | Fiscal<br>YTD Budget         | Actual 5<br>Prior Year<br>Fiscal YTD N | Note | Variance<br>Actual Vs.<br>Budget |
| Ξ    | \$466,879             | \$333,333   | \$408,270  | (1)                              | \$133,546  | Customer Facility Charge Receipts  | \$2,196,912                        | \$1,725,490                  | \$1,901,164 (                          | (1)  | \$471,422                        |
| 2 12 | 116.631               | 67,078<br>85.913  | 0<br>55.043  | (2)                              | (67,078)<br>30,718   | Federal Relief Grant Funds - 2012 Bond Debt Service<br>Facility Rent   | 1,426,999 430,278                  | 261,404<br>444,727           | 376,227 (<br>398,696 (                 | (3)  | 1,165,595<br>(14,449             |
| 4    | (486,324)             | (486,324)   | (486,246)  |                                  | 0  | Payments to Bond Trustee for 2012 Bond Debt Service  | (2,431,621)                        | (2,431,621)                  | (2,431,231)                            |      |                                  |
| -co  | \$97,186              | \$0   | (\$22,933)   | (4)                              | \$97,186   |  | \$1,622,568                        | \$0                          | \$244,856                              | (4)  | \$1,622,568                      |
|      | Note (1) -            | On July 1, 201<br>effective, inclu<br>Customer Fac<br>CFCs of \$6 per | 14, the terms a<br>uding the colle<br>cility Charge<br>or day per tran | and co<br>ection c<br>rection c  | nditions of th<br>of Facility Rei<br>2") Receipts<br>n, up to a ma | le Non-Exclusive Concession and Lease Agreement with the n<br>nt.<br>wimum of five days, are collected and applied to the 2012 Bon           | espective Rent-A                   | -Car Companie                | s became                               |      |                                  |
|      | Note (2) -            | Federal Reliel<br>FYTD Novemb<br>The adopted F                        | of Grant Fund<br>ber reimburse<br>Y 2023 budg                          | <u>is</u><br>sment i<br>let prog | in the amount<br>grams \$804,9                                     | t of \$1,426,999 assists in covering FY 2022 costs related to th<br>330 in Federal Relief Grant Funds (ARPA) to assist in covering           | e 2012 Bond Det<br>the 2012 Bond I | ot service.<br>Debt Service. |  |      |                                  |
|      | Note (3) -            | Facility Rent<br>Facility Rent re                                     | eceipts are ap   | pplied t                         | to the 2012 B  | iond debt service.   |                                    |                              |  |      |                                  |
|      | Note (4) -            | Net RITC / Co.<br>At fiscal year-e<br>under the term                  | onRAC Facili<br>end, upon cor<br>is and conditi                        | try Pay<br>nclusio<br>ons of     | ments and C<br>in of the requi                                     | Collections<br>ired reconciliation, any excess surplus accumulated will be eva<br>lusive Concession and Lease Agreement wit the Rent-A-Car C | truated and applit                 | ed toward the a              | sasu bawol                             |      |                                  |
|      |                       | In the event of<br>the right to adju                                  | f a shortfall of<br>ust the Facilit                                    | v Rent                           | its to meet the  | e required payment obligations (i.e., CFC collections perform i<br>ental car companies on a 30-day notice.                                   | inder budget proj                  | jections), the Au            | ithority holds                         |      |                                  |

Burbank-Glendale-Pasadena Airport Authority



|                                | November 2022 | November 2021 |
|--------------------------------|---------------|---------------|
| nterest Receipts Month         | \$298,429     | \$595,292     |
| Interest Receipts Fiscal Y-T-D | \$2,208,735   | \$2,441,502   |
| Month End Portfolio Balance    | \$277,995,184 | \$249,945,836 |
| Yield to Maturity              | 4.33%         | 0.58%         |

### STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FEBRUARY 6, 2023

### PROPOSED RESOLUTION NO. 497 ADOPTING THE 2023 AUTHORITY INVESTMENT POLICY

Prepared by David Kwon Director, Financial Services

### <u>SUMMARY</u>

At its special meeting held on January 17, 2023, the Finance and Administration Committee ("Committee") voted unanimously (3–0) to recommend that the Commission adopt the attached proposed Resolution No. 497 approving the 2023 Investment Policy. Formerly mandated by State law and now currently recommended under Sections 53646(a)(2) and 53646(h) of the California Government Code ("Code"), the Commission annually reviews and approves an investment policy to identify policies and procedures for the prudent and systematic investment to be followed by the Authority Treasurer in the exercise of the investment authority delegated to him/her.

The Authority's Investment Manager, Columbia Management Investment Advisors LLC ("CMIA"), has opined that the 2022 Authority Investment Policy, with overall investment criteria of capital preservation (safety) and liquidity, is still appropriate and conservative, and does not need revisions at this time. Staff concurs with the CMIA recommendation and seeks a Finance and Administration Committee ("Committee") recommendation to the Commission that it adopt the attached proposed Resolution No. 497 approving the 2023 Investment Policy (Exhibit A), which reaffirms the current 2022 Investment Policy with no changes.

### DISCUSSION

The Authority was previously required by Section 53646 of the Code to annually review and adopt an investment policy for its restricted and non-restricted cash portfolios. The Legislature amended this statute to make annual investment policy review optional for local agencies and to declare that no liability is incurred for failure to annually adopt an investment policy. However, the Legislature strongly recommends, and the Authority believes it is prudent to continue to annually review and adopt an investment policy. The Authority further requires that CMIA abide by that policy as it makes decisions regarding changes to the Authority's investments. The Authority's investment policy dictates the types and maximum allowable percentages of individual investment vehicles that are permitted to be invested in.

For local governments, including the Authority, State law (Code Section 53600 et seq.) sets forth the types of allowable investments, maximum maturities, maximum concentration of investments by type of investment and issuer, minimum ratings for certain types of investments, and how the investments may be held.

The Authority's investment policy further limits all investments to be more restrictive than the Code. The restrictions in the Code and the additional limitations in the Authority's investment policy mitigate the Authority's interest rate risk, credit risk, concentration of credit risk, and custodial credit risk related to its various investments.

CMIA continues to diligently review and report on the Authority's investments in this challenging economic environment. The Authority has historically favored holding its investments until they mature. CMIA will continue to bring recommendations to the Finance and Administration Committee on individual investments and/or the policy as conditions warrant throughout the year.

### RECOMMENDATION

At its special meeting held on January 17, 2023, the Committee voted unanimously (3–0) to recommend that the Commission adopt the attached proposed Resolution No. 497 approving the 2023 Investment Policy.

### **RESOLUTION NO. 497**

### A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION ADOPTING THE 2023 AUTHORITY INVESTMENT POLICY

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

Section 1. Recitals.

A. Government Code Section 53646 authorizes, but no longer requires, local agencies to review and approve an investment policy on an annual basis.

B. The Burbank-Glendale-Pasadena Airport Authority ("Authority") has a fiduciary responsibility to maximize the use of public funds entrusted to its care, manage those funds wisely and prudently, and protect those funds from financial catastrophes.

C. The objective and purpose of the Authority's investment program is to maintain a level of investment as near 100% as possible, with due consideration given to such factors as safety, liquidity, yield, and cash flow requirements.

D. The Commission desires to continue its existing policy to review and approve an investment policy on an annual basis.

E. The Commission desires to continue its existing investment policy with no changes.

Section 2. 2023 Investment Policy. The Commission hereby adopts the 2023 Investment Policy attached hereto as Exhibit A. Such policy supersedes all prior investment policies adopted by the Commission.

Section 3. Effective Date. This Resolution shall be effective upon adoption.

Adopted this \_\_\_\_ day of February, 2023.

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 \_\_\_\_\_ of February 2023 by the following vote:

AYES:

NOES:

ABSENT:

Frank R. Miller Assistant Secretary

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### **EXHIBIT A**

#### 2023 INVESTMENT POLICY

#### BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

This document identifies policies and procedures for the prudent and systematic investment policy to be followed by the Burbank-Glendale-Pasadena Airport Authority Treasurer in the exercise of the investment authority delegated to him/her. All of these policies and procedures are within the statutory guidelines provided for in State law.

The Investment Policy must be renewed annually. The Treasurer must present it in draft form to the Finance and Administration Committee for its review and approval prior to presentation to the Authority for its approval.

#### **INVESTMENT MANAGER**

The Treasurer may utilize an Investment Manager in the investment management of the Authority's portfolio(s). The Investment Manager shall comply with the investment restrictions contained in Sections 53601, 53601.1, 53601.5 and 53601.6 of the California Government Code ("Government Code Provisions") and this Investment Policy. In the event the Investment Policy is more restrictive than the Government Code Provisions, the Investment Policy shall control. Further, the Investment Manager shall periodically, but no less than annually, advise the Treasurer and the Authority on recommended changes to the Investment Policy, including any required to bring the policy into compliance with the Government Code Provisions.

#### BASIC POLICY AND OBJECTIVES

Three fundamental criteria shall be followed in the investment program (all investments and deposits). In order of importance they are:

- 1. <u>SAFETY</u>. Investments shall be made in a manner that seeks to ensure the preservation of principal and interest. The Treasurer will evaluate, or have evaluated each investment, seeking quality in issuer and in the underlying security or collateral. He/she will also diversify the portfolio to reduce loss exposure. In the investment of idle cash, the prudent man rule shall be followed. This rule states in essence, that when investing property for the benefit of another, a trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The Treasurer will remain within the policy maximums regarding asset allocation and maturity guidelines identified on Exhibit A-1.
- 2. <u>LIQUIDITY</u>. To the extent possible, investments will be made whose maturities are compatible with cash flow and will allow for easy and rapid conversion into cash without any loss of value. The Treasurer's monthly report to the Authority is to include a comparison of the actual portfolio to the policy maximums shown on Exhibit A-1.
- 3. <u>YIELD</u>. An acceptable rate of return on investments is desirable, but only after first considering safety of principal and liquidity.

#### TYPES OF INVESTMENTS

- 1. U.S. Treasuries. These are investments in direct obligations of the U.S. Treasury.
- 2. U.S. Agencies. These are obligations of the Federal Home Loan Bank, Federal National Mortgage Association, Federal Farm Credit Bank, etc.
- 3. Time Deposits. Time deposits are to be placed in accordance with the California Government Code, in those banks and savings and loan associations which meet the requirements. Deposits must be either insured or secured by Government securities with a market value of at least 10% in excess of the total amount deposited or real estate mortgages with a value of at least 150% of the total amount deposited. The latest available quarterly financial statements will be evaluated to determine whether an institution meets all the capital levels required by the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), which are also required by the Investment Manager prior to placing deposits.
- 4. Local Agency Investment Funds. This is a pool of funds managed by the State Treasurer's Office and includes only investments that meet the legal requirements.
- 5. Bankers Acceptances. Only those bankers acceptances eligible for purchase by the Federal Reserve System meet eligibility requirements.
- 6. Commercial Paper. Only commercial paper of prime quality of the highest ranking or of the highest letter and numerical rating as provided by Moody's Investors Service or Standard and Poor's may be purchased (A-1/P-1). To be eligible for purchase, commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Purchases of commercial paper may not exceed 15% of each agency's surplus money which may be invested.
- 7. Repurchase Agreements. These are a purchase of securities (any of the investments authorized under the Government Code) pursuant to an agreement by which the seller will repurchase such securities on or before a specified date, or on demand of either party, and for a specified amount.
- 8. Money Market Funds. Funds will consist of U.S. Treasury securities only.
- 9. Corporate Medium Term Notes. The Corporate Notes must be issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States that are rated A or better by a nationally recognized rating service (Government Code Section 53601(j)). Purchase requires approval of the Authority Director of Financial Services and the Treasurer.
- 10. Negotiable Certificates of Deposit. These are negotiable investments evidencing a time deposit made with a bank at a fixed rate of interest for a fixed period of time. These investments are liquid and are traded in the market place. The long-term rating of the issuing institution must be A or higher.

In the event a security is downgraded below the minimum authorized rating, the Investment Manager will notify the Airport Authority of the downgrade with a recommendation on the disposition of the security. The Airport Authority will provide written instructions to the Investment Manager regarding the disposition of a security that is below the minimum acceptable rating.

#### MATURITY LIMITATIONS

The Authority's weighted average maturity goal during any calendar year will be established based on the recommendations of the Investment Manager and may be reviewed and adjusted at any time based on the recommendations of the Investment Manager.

For purposes of this policy, the "A" category will include Standard & Poor's ratings of "A+", "A" and "A-"; Moody's Investor Services ratings of "A1", "A2" and "A3"; and Fitch Ratings of "A+", "A" and "A-".

#### PURCHASE OF SECURITIES/DEPOSITS

Transactions shall be made with reputable banks and brokers who are experienced, knowledgeable and offer service. Before placing deposits, comparisons of at least three eligible financial institutions shall be obtained. The brokers approved by the Investment Manager (Columbia Management Investment Advisors LLC) will be utilized.

#### PAYMENT FOR SECURITIES AND SAFEKEEPING

All securities purchased shall be delivered against payment (DVP), and held in safekeeping as evidenced by safekeeping receipts.

#### PORTFOLIO DIVERSIFICATION

To maintain a diversified portfolio, a maximum percentage limitation has been set for each type of investment. If an investment percentage-of-portfolio limitation were to be exceeded due to an incident, such as fluctuation in portfolio size, the affected investments may be held to maturity to avoid losses or if no loss is indicated, the Treasurer may reconstruct the portfolio if in his/her judgment it appears prudent, taking into consideration the expected length of time to bring the portfolio back into balance.

#### **INVESTMENT RESOURCES**

Information concerning investment opportunities and market developments will be gained by maintaining contact with the financial community and the media.

#### CASH MANAGEMENT

Cash will be invested as close to 100% of collected funds as possible taking into consideration cash flow information given to the Treasurer.

#### **REPORTING REQUIREMENTS**

The Treasurer shall annually submit to the Airport Authority a statement of investment policy.

The Treasurer shall submit a monthly report, that meets all Government Code requirements, to the Airport Authority showing the type of all investments, including any made and maturing between monthly reports, showing institution, date of maturity, amount of deposit or cost of security, current market value of all securities with a maturity of more than 12 months, rate of interest, statement relating the report to the Statement of Investment Policy, statement that there are sufficient funds to meet the next six months obligations, and such data as may be required by the Airport Authority.

#### **INTERNAL CONTROLS**

A system of internal controls shall be established and documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Government Agency.

#### EXHIBIT A-1 PORTFOLIO GUIDELINES

| INVESTMENTS                               | MAXIMUM AMOUNT | MAXIMUM MATURITY |
|---|----------------|------------------|
| U.S. Agency Securities                    | 70%            | 5 YEARS          |
| Corporate Term Notes                      | 30% (note 1)   | 5 YEARS          |
| Local Agency Investment Fund              | \$20 MILLION   | N/A              |
| Bankers Acceptances                       | 15% (note 1)   | 6 MONTHS         |
| Non-Negotiable Certificates Of<br>Deposit | 15% (note 1)   | 5 YEARS          |
| Negotiable Certificates Of<br>Deposit     | 15% (note 1)   | 5 YEARS          |
| Commercial Paper                          | 15% (note 1)   | 9 MONTHS         |
| Repurchase Agreements                     | 10%            | 1 YEAR           |
| Money Market Funds (note 2)               | 15%            | N/A              |
| U.S. Treasury Securities                  | NO LIMIT       | 5 YEARS          |

Footnotes:

(1) Maximum amount of any one issuer is 5%.(2) U.S. Treasury obligations only.

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#### STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FEBRUARY 6, 2023

#### AWARD OF PROFESSIONAL SERVICES AGREEMENT RUNWAY SHOULDERS AND BLAST PAD REHABILITATION DESIGN (E22-11) AND APPROVAL OF CEQA EXEMPTION FINDING

Prepared by Kate Sepulveda Manager, Engineering and Construction

#### SUMMARY

At its special meeting held on January 17, 2023, the Operations and Development Committee ("Committee") voted unanimously (3–0) to recommend that the Commission:

- Concur with a California Environmental Quality Act ("CEQA") exemption finding;
- Award a Professional Services Agreement ("PSA") for design and engineering services in the amount of \$263,772 to RDM, International, Inc. ("RDM");
- Approve a project budget for design management services for a not-to-exceed amount of \$20,000; and
- Approve a design contingency of \$10,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.

#### BACKGROUND

The Pavement Condition Index ("PCI") used by the Federal Aviation Administration ("FAA") to evaluate airfield pavement conditions is calculated for all pavement sections within the Airport Operations Area. The PCI value is updated for each pavement section based on visual inspections conducted annually. When the PCI value indicates the condition of the pavement is "fair" or worse and it is determined that regular maintenance and spot repairs are no longer capable of maintaining the pavement in an acceptable condition, the area is identified for future rehabilitation or reconstruction. Other factors that may cause a pavement section to be identified for rehabilitation or reconstruction are changes in use, drainage or grade issues, age, and adjacency to areas already identified as requiring rehabilitation. Based on these factors, 17 pavement sections were identified for rehabilitation throughout the airfield.

Rehabilitation of the identified areas will improve safety conditions by replacing existing low PCI value material that is fatigued or past the end of its useful life. The design process will identify the most suitable and cost-effective rehabilitation approach for each of the areas within the project scope.

#### PROJECT DESCRIPTION

The project includes shoulders on both runways, the blast pad area at the north end of Runway 15-33, and a common use ramp area in the southwest quadrant of the airfield.

#### PROCUREMENT

Staff publicly solicited responses to a combined Request for Qualifications/Request for Proposals ("RFQ/RFP") on the Authority's PlanetBids e-procurement website to 440 targeted, potential firms, and publicly advertised the competitive opportunity. Staff received two responses from qualified engineering firms. Those two firms, listed alphabetically, are

- Mead & Hunt
- RDM, International, Inc.

#### SELECTION PROCESS

Due to the anticipated inclusion of federal funding for this project, the selection process was governed by FAA Advisory Circular 150/5100-14E ("AC") *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, which states: "Consultants must be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection. The qualifications of consultants are evaluated, and the best qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee."

#### PROPOSAL EVALUATIONS

Written responses were individually evaluated by five Airport staff and were given a score based upon three selection criteria with a maximum possible score of 100 points:

- SC-1 Airport Pavement Design Experience (40 points)
- SC-2 Project Team (40 points)
- SC-3 Project Understanding (20 points)

The average scores are presented in the table below:

|                         | SC-1 | SC-2 | SC-3 | Total |
|-------------------------|------|------|------|-------|
| Max Points Possible     | 40   | 40   | 20   | 100   |
|                         |      |      |      |       |
| RDM International, Inc. | 39   | 39   | 18   | 96    |
| Mead & Hunt             | 37   | 38   | 19   | 94    |

#### FEE NEGOTIATIONS

In accordance with FAA requirements, Staff was prohibited from any fee discussions with any of the proposers until after a determination of the most qualified firm was reached. Once RDM was identified as the highest scoring proposer and the detailed scope of services was established, Staff prepared an Independent Fee Estimate ("IFE") to serve as a benchmark in establishing a fair and current market value for the project. Staff requested and received an initial price proposal from RDM. At the conclusion of the negotiations, RDM submitted a revised and final fee proposal which was 2% higher than the IFE. AC guidelines

STAFF REPORT\COMMISSION\2-6-23 AWARD OF PROFESSIONAL SERVICES AGREEMENT RUNWAY SHOULDERS AND BLAST PAD REHABILITATION DESIGN (E22-11) AND APPROVAL OF CEQA EXEMPTION FINDING state that engineering fees should be within 10% of the IFE at the end of the negotiation process. Staff is satisfied that the fee as proposed without further negotiation represents a fair value to the Authority.

In accordance with the fee proposal, a lump sum PSA for design services with RDM in the amount of \$263,772 was finalized. The Record of Negotiations prepared by Procurement Staff and the IFE prepared by Engineering Staff are on file.

A separate fee for Construction Administration services (via change order to the original PSA) will be negotiated and brought back to the Committee and Commission for approval concurrent with the recommendation for the construction services contract. It is anticipated this could occur in June 2023.

#### DESIGN MANAGEMENT AND CONTRACT ADMINISTRATION

Project design phase management is proposed to be performed by the Airport's Engineering Department staff for a not-to-exceed amount of \$20,000. This amount is approximately 8% of the engineering design costs. Engineering Staff will oversee the design process and provide a constructability review to ensure the project is compatible with the Authority's requirements.

#### **OPERATIONAL IMPACTS**

The field research required to complete the design and engineering services will either be performed at night or coordinated during the day to eliminate any operational impacts.

#### **FUNDING**

The adopted FY 2022/2023 budget includes \$500,000 for planning, engineering and design services, and design management for the proposed rehabilitation of runway shoulder, runway blast pad, and common use ramp areas.

The project is included as part of a Passenger Facility Charge ("PFC") application submitted to the FAA and Staff expects project costs to be fully funded via PFC funds. Initially, the design will be funded from airport reserves and reimbursed as "project formulation costs" once the PFC application is approved.

#### PROJECTED COSTS:

| Total                            | \$ <u>293,772</u> |
|----------------------------------|-------------------|
| Project Aggregate Contingency    | <u>\$ 10,000</u>  |
| Design Management/Administration | \$ 20,000         |
| RDM                              | \$263.772         |

#### **SCHEDULE**

The design phase of the project will commence after the award and execution of the PSA. Construction plans and specifications for bid are anticipated to be completed in the first quarter of calendar year 2023.

#### ENVIRONMENTAL REVIEW

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

#### RECOMMENDATION

At its special meeting held on January 17, 2023, the Committee voted unanimously (3–0) to recommend that the Commission:

- Concur with the CEQA exemption finding;
- Award a PSA for design and engineering services in the amount of \$263,772 to RDM;
- Approve a project budget for design management services for a not-to-exceed amount of \$20,000; and
- Approve a design contingency of \$10,000 to address changes in scope of design and engineering services resulting from information developed as part of the initial design development.

#### STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FEBRUARY 6, 2023

#### TRANSPORTATION NETWORK COMPANY STAGING LOT AGREEMENT

Prepared by Scott Kimball Deputy Executive Director, Operations, Business and SMS

#### **SUMMARY**

At its special meeting held on January 17, 2023, the Operations and Development Committee ("Committee") voted unanimously (3–0) to recommend that the Commission approve the proposed Transportation Network Company Staging Lot Agreement, copy attached, with the Transportation Network Companies ("TNCs") serving the Airport. This Agreement allows TNCs that have executed an Airport Access and Facilities Use Agreement with the Authority to park at a designated geo-fenced staging lot located in the northeast quadrant of the Airport on Cohasset Street in Burbank.

#### **BACKGROUND**

On September 6, 2016, the Authority approved the Airport Access and Facilities Use Agreement Class VIII Operators ("Agreement") with Uber, Lyft, Wingz, and Opoli for ride-share services at the Airport.

The Agreement specifies areas of authorized access at the Airport for passenger drop-off at the Terminal curbside with the pick-up location located at the ground transportation island in front of the airport terminal.

Based on an analysis of TNC operations and traffic activity around the Airport, Staff is proposing a staging area utilizing an existing paved area of approximately 24,600 square feet located in the northeast quadrant of the Airport.

The proposed Staging Lot Agreement will allow TNC operators to access the Airport in a more efficient manner responding to passengers seeking ride-share services. This Staging Lot Agreement will also reduce the number of TNC drivers temporarily parking in nearby residential neighborhoods while waiting for an Airport passenger pick-up assignment.

#### DETAILS

Key components of the proposed Agreement are:

| Premises:    | 24,600 square foot portion of existing paved land located in at 3847 Cohasset Street in Burbank |
|--------------|---|
| Use:         | TNC Staging Lot   |
| Term:        | Month-To-Month  |
| Termination: | 30 days prior written notice  |

#### RECOMMENDATION

At its special meeting held on January 17, 2023, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Transportation Network Company Staging Lot Agreement with its Transportation Network Companies and authorize the President to execute the same.

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#### STAFF REPORT PRESENTED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY FEBRUARY 6, 2023

#### PROPOSED RESOLUTION NO. 498 REPLACEMENT PASSENGER TERMINAL DESIGN-BUILD AGREEMENT EXECUTIVE SUMMARY

Presented by Terence Boga Authority General Counsel

#### <u>SUMMARY</u>

Staff seeks the Commission's adoption of proposed Resolution No. 498, copy attached as Exhibit 1, to approve an executive summary for the Replacement Passenger Terminal ("RPT") Project design-build agreement awarded to Holder, Pankow, TEC - A Joint Venture ("HPTJV"). The resolution also reaffirms the Commission's support for the project and its selection of HPTJV as the design-builder.

#### BACKGROUND

On December 19, 2022, the Commission awarded HPTJV a design-build agreement for the RPT Project. The Executive Director issued a Notice to Proceed that day and HPTJV is performing Phase 1 of the contract.

The RPT Project design-build agreement includes more than a dozen exhibits and the contract document package comprises 1,457 pages. On January 17, 2023, the Commission considered a draft executive summary for the contract. Staff has prepared a revised version of the executive summary, copy attached as Exhibit 2, in response to Commissioner comments at that meeting. The revised version adds two paragraphs to Section I to describe the purpose of the RPT project; moves the table of contents to the end; inserts PDF page numbers in the table of contents; and incorporates miscellaneous clerical edits. Additionally, in accordance with the Commission's direction, staff has prepared the attached Resolution No. 498 for the Commission to memorialize approval of the executive summary, as well as reaffirmation of support for the RPT Project and selection of HPTJV as the design-builder. The Resolution amend, supplement, or otherwise impact the RPT Project design-build agreement.

#### RECOMMENDATION

Staff recommends that the Commission adopt the attached Resolution No. 498 to approve an executive summary for the RPT Project design-build agreement, and to reaffirm support for the project and the selection of HPTJV as the design-builder.

#### Attachments:

Exhibit 1: Proposed Resolution No. 498 Exhibit 2: Revised Executive Summary

#### Exhibit 1

#### **RESOLUTION NO. 498**

#### A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION APPROVING AN EXECUTIVE SUMMARY FOR THE REPLACEMENT PASSENGER TERMINAL PROJECT DESIGN-BUILD AGREEMENT AND REAFFIRMING SUPPORT FOR THE PROJECT AND THE DESIGN-BUILDER SELECTION

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

#### Section 1. Findings.

A. On December 19, 2022, following a competitive procurement process, the Commission awarded Holder, Pankow, TEC - A Joint Venture ("HPTJV") a designbuild agreement for the Replacement Passenger Terminal ("RPT") Project. The contract has been duly executed by the Authority and HPTJV, the Executive Director has issued a Notice to Proceed, and HPTJV is performing Phase 1 of the contract.

B. The RPT Project design-build agreement includes more than a dozen exhibits and the contract document package comprises 1,457 pages. To make the contract more reader-friendly for the Commission and the general public, staff has prepared an executive summary with a table of contents.

<u>Section 2.</u> <u>Approval of Executive Summary</u>. The RPT Project design-build agreement executive summary set forth in the attached Exhibit A is approved. The Executive Director shall cause the executive summary to be posted on the Authority's ElevateBUR webpage in a single PDF with the RPT Project design-build agreement contract document package.

<u>Section 3.</u> <u>Reaffirmation of Support</u>. The Commission reaffirms its support for the RPT Project and its selection of HPTJV as the design-builder for the RPT Project.

<u>Section 4</u>. <u>Relationship to Design-Build Agreement</u>. This Resolution does not reaward the RPT Project design-build agreement to HPTJV. The contract award was made on December 19, 2022 and was final on such date. This Resolution does not amend, supplement, or otherwise impact the RPT Project design-build agreement executed by the Authority and HPTJV.

<u>Section 5.</u> <u>Effective Date</u>. This Resolution shall be effective upon adoption.

Adopted this \_\_\_\_ day of February, 2023.

Emily Gabel-Luddy, President

Attest:

Ara Najarian, Secretary

### EXHIBIT A

## Replacement Passenger Terminal Design-Build Agreement Executive Summary

(attached)

Exhibit 2





# REPLACEMENT PASSENGER TERMINAL DESIGN-BUILD AGREEMENT

# EXECUTIVE SUMMARY AND CONTRACT DOCUMENT PACKAGE





#### **APPROVED:** February 6, 2023

#### I. Introduction

#### A. Purpose of Replacement Passenger Terminal Project

The existing passenger terminal at Bob Hope Airport (commonly known as Hollywood Burbank Airport) consists of 14 common use aircraft gates in a 232,000 square foot building. That building does not meet current Federal Aviation Administration ("FAA") standards for lateral separation from the adjacent runways. Additionally, the central portion of the existing passenger terminal does not meet modern seismic design standards and retrofitting is not feasible.

In 2016, after many years of negotiations, the Burbank-Glendale-Pasadena Airport Authority ("BGPAA") and the City of Burbank reached a consensus on a development agreement and entitlements for a 14-gate 355,000 square foot replacement passenger terminal ("RPT") and ancillary airport improvements. Burbank voters overwhelmingly ratified the development agreement and entitlements that year in a Measure B vote with 70% support. Increasing safety is the primary purpose for BGPAA's undertaking of the RPT Project. The project will provide facilities that meet current FAA standards, and that meet or exceed applicable code requirements for seismic resistance, public health, and accessibility.

#### B. Overview of Progressive Design-Build Delivery Method

Public works projects at the airport can be delivered through different contracting methods. Each method presents variable levels of scope control, cost control, risk assumption, and completion schedule expectations.

BGPAA commonly uses the design-bid-build delivery method. That method involves two separate procurement processes: a qualifications-based selection of a design firm to complete design documents for the project under a professional services agreement; and a price-based selection of a contractor to build the project under a construction agreement. By contrast, the design-build delivery method involves one procurement process to select a firm or a team of firms to provide design and construction services under a design-build agreement. Demonstrated competence and qualifications are the primary selection criteria, but cost is factored in too.

On May 20, 2019, the Airport Authority Commission chose to use the progressive design-build method for the RPT Project. This decision was based on two considerations: ability to maintain program cost within established program funding parameters; and ability to define scope and manage design development and program cost with input from both the designer firm(s) and the builder firm(s). With this delivery method, the design is prepared based on BGPAA priorities, airline coordination, the public charrette process, and development agreement and other legal requirements. BGPAA, airline, and Program Manager participation is continuous throughout design development to assure appropriate considerations are included and to reconcile construction cost estimates with schedules developed independently by both the Program Manager and the Design-Builder. At the 60% design point, the Design-Builder and BGPAA will





negotiate a guaranteed maximum price ("GMP") based on construction cost estimates. After the GMP is finalized, the Design-Builder is at risk to deliver the project (complete construction) for the negotiated GMP. Any changes in material costs or other construction cost increases, other than those related to unforeseen conditions or BGPAA requested changes, are the Design-Builder's responsibility.

#### C. Overview of Holder, Pankow, TEC - A Joint Venture

On December 19, 2022, the Airport Authority Commission awarded the RPT Project design-build agreement to Holder, Pankow, TEC - A Joint Venture ("HPTJV"). HPTJV is comprised of: Holder Construction Group, LLC ("Holder"); Charles Pankow Builders, Ltd. ("Pankow"); and TEC Management Consultants, Inc. ("TEC"). Holder is a Georgia limited liability company, Pankow is a California limited partnership, and TEC is a California corporation. Holder Executive Vice President & Chief Operating Officer William R. Turpin executed the design-build agreement on behalf of HPTJV pursuant to written confirmation of his signature authority from the three firms.

#### D. Legal Status of Joint Ventures

Under state law a joint venture has a legal status comparable to a partnership. The California Court of Appeal has summarized this legal status as follows:

"A joint venture is a distinct entity virtually identical to a partnership, and capable of contracting that is, acquiring obligations— in its own name. Although joint venturers, and partners, are jointly and severally liable to third parties for the obligations of the joint venture or partnership, the partners are free to allocate responsibility among themselves as they see fit." [*Victor Valley Transit Authority v. Workers' Compensation Appeals Board*, 83 Cal.App.4th 1068, 1076 (2000) (citations and italics omitted).]

#### II. Contract Documents

The RPT Project design-build agreement includes more than a dozen exhibits and the contract document package comprises 1,457 pages. Approximately 500 pages of that material consists of items approved by the Airport Authority Commission several years ago: project labor agreement; development agreement; charrettes report; and South Coast Air Quality Management District memorandum of understanding. Of the other material, the general conditions and the project requirements are the most lengthy items. The general conditions address the terms and conditions under which the project is performed. The project requirements define the scope of work and specific performance requirements. A table of contents for the contract document package is set forth after this Executive Summary.





#### **III.** Contract Document Highlights

| Document                  | PDF<br>Page | Section  | Торіс              | Description   |
|---------------------------|-------------|----------|--------------------|---|
| Design-Build<br>Agreement | 14          | 3.02     | Phases             | Two phases: Preliminary and Completion  |
|                           | 14          | 4.02     | Deadlines          | April 2, 2024 deadline for Phase 1  |
|                           |             |          |                    | October 1, 2027 deadline for substantial completion of the project  |
|                           |             |          |                    | December 15, 2027 deadline for final completion of the project  |
|                           | 14          | 5.01     | Phase 1 Price      | Phase 1 fee capped at \$54,244,242  |
| Federal Contract          | 310         | П        | Workforce Goals    | 28.3% goal minority participation goal  |
| Clauses                   |             |          |                    | 6.9% female participation goal  |
|                           | 323         | XI       | DBE goal           | 18% DBE participation goal  |
|                           | 334         | XX       | Termination        | BGPAA may terminate for convenience   |
| General<br>Conditions     | 387         | GC-11(B) | Change Orders      | Change order amount level for which<br>Airport Authority Commission approval is<br>required (to be inserted)  |
|                           | 391         | GC-14(C) | Key Personnel      | \$100,000 penalty if key personnel identified<br>in the proposal are reassigned or removed<br>without BGPAA's prior written approval  |
|                           | 402         | GC-26    | Joint Liability    | All entities comprising Design-Builder are jointly and severally liable to BGPAA  |
|                           | 407         | GC-36    | Termination        | BGPAA may terminate for convenience   |
|                           | 467         | GC-58    | Change Orders      | BGPAA-approved change order is required<br>for any extra work or change in the contract<br>documents  |
|                           |             |          |                    | BGPAA may issue a unilateral change order<br>when there is not agreement with Design-<br>Builder regarding the amount of a credit or<br>an extra cost for a change to the contract<br>documents |
|                           |             |          |                    | Design-Builder may file a claim and seek review of unilateral change orders   |
|                           | 469         | GC-59    | Dispute Resolution | A three-person dispute resolution panel shall<br>provide written advisory recommendations<br>for resolution of disputes   |





| Document                     | PDF<br>Page | Section               | Торіс                      | Description  |
|------------------------------|-------------|-----------------------|----------------------------|--|
|                              |             |                       |                            | Panel will be comprised of one BGPAA<br>appointee, one Design-Builder appointee,<br>and one person selected by those<br>appointees   |
|                              | 477         | GC-65                 | Development<br>Agreement   | Design-Builder must comply with development agreement  |
| Project Definition<br>Manual | 821         | Community<br>Outreach | Charrettes                 | Design-Builder must incorporate charrette precepts to maximum extent practical   |
| Project Labor<br>Agreement   | 943         | 3.5.1                 | Workforce Goals            | 30% area resident goal   |
|                              | 949         | 7.1                   | Strikes                    | Unions prohibited from encouraging or<br>participating in strikes  |
|                              | 959         | 14.2.1                | Apprentices                | Apprentices may comprise 30% of work force   |
|                              | 975         | Attachment<br>B       | Area Resident Zip<br>Codes | Tier 1 (Burbank, Glendale, Pasadena, and<br>adjacent portion of Los Angeles) and Tier 2<br>(Mid-Town, Studio City, Valley Village, Valley<br>Glen, Van Nuys, North Hollywood East and<br>West, Sun Valley) |

#### IV. Key Problem Avoidance Provisions

| Period | Торіс              | Reference            | Description   |
|--------|--------------------|----------------------|---|
| Design | Safety             | PR-01 (B)(1)(d)      | Design-Builder is required to incorporate Safety by Design principals   |
| Design | Quality<br>Control | PR-13, PR-14         | Design-Builder is required to submit a design quality management plan prior to initiation of design work  |
|        |                    |                      | Design-Builder is responsible for design errors and omissions   |
| Design | Cost<br>Control    | PR-01 (B)(1)(c), (e) | Within 45 days of Notice to Proceed issuance, Design-<br>Builder is required to submit an initial budget validation<br>report utilizing a specific format ("cost component<br>framework") prescribed by BGPAA |
|        |                    |                      | Design-Builder is required to update the cost component framework on a monthly basis as the design progresses   |
|        |                    |                      | Design-Builder is required to provide detailed cost estimates at the 30% and 60% design milestones  |





| Period       | Торіс              | Reference                                   | Description   |
|--------------|--------------------|---|---|
|              |                    |   | Design-Builder is required to provide a list of value<br>engineering suggestions and detailed analysis of BGPAA<br>selected items including alternative methods, systems,<br>materials, equipment, and designs feasible to complete<br>the construction at the lowest reasonable construction<br>costs achieving BGPAA's program objectives |
|              |                    |   | BGPAA will retain a cost team throughout the project to evaluate costs developed or proposed by Design-Builder  |
| Construction | Safety             | PR-15, Exh. E                               | BGPAA's construction safety program exceeds federal and state OSHA requirements   |
| Construction | Quality<br>Control | PR-13, PR-14                                | Design-Builder is required to submit a construction quality management plan prior to initiation of construction work  |
|              |                    |   | Design-Builder is required to correct any work that BGPAA determines does not meet quality requirements   |
| Construction | Cost<br>Control    | PR-04, GC-39 to<br>GC-48, GC-51 to<br>GC-58 | GMP proposal must document Design-Builder's commitments with respect to scope, schedule and budget to construct the project   |
|              |                    |   | Requirements are in place for monitoring and maintenance<br>of the schedule so that BGPAA can monitor progress on a<br>real time basis and identify potential problems early<br>enough to develop mitigation strategies   |
|              |                    |   | Requirements are in place for effective control of potential change events  |
|              |                    |   | Design-Builder is responsible for verifying and documenting existing field conditions   |

#### V. Contract Negotiation Highlights

| Section | Торіс                             | Description  |
|---------|-----------------------------------|--|
| GC-13   | Intellectual Property<br>Licenses | HPTJV sought to modify language requiring it to provide BGPAA with a permanent, irrevocable license to use intellectual property associated with proprietary systems delivered for the project. BGPAA's revised language was accepted. |
| GC-20   | Project Site<br>Investigation     | HPTJV sought to add language to limit its liability exposure for claims arising from mistakes of its geotechnical engineering subcontractor. This request was rejected.  |
| GC-23   | ADA Compliance                    | HPTJV sought to add language stating that its duty to comply with disabled access laws is limited to laws in effect as of the contract date. This request was rejected.  |





| Section | Торіс                                      | Description   |
|---------|--|---|
| GC-25   | Use of Improvements<br>During Construction | HPTJV sought to add language making BGPAA responsible for security,<br>maintenance, and insurance of completed portions of the project that are<br>beneficially occupied by BGPAA. This request was accepted.   |
| GC-27   | Indemnity                                  | HPTJV sought to revise language related to its indemnity obligation. This request was largely rejected, but language was revised to preclude BGPAA from unreasonably withholding approval of settlements in litigation for which HPTJV provides indemnity.                                  |
| GC-37   | Termination                                | HPTJV sought to add language requiring BGPAA to provide a cost accounting if BGPAA terminates the contract for default and invoices HPTJV for payment of any excess expenses incurred finishing the project. This request was accepted.   |
| GC-41   | Delays                                     | HPTJV sought to modify language defining an excusable delay and a compensable delay. This request was partially accepted.   |
| GC-43   | Force Majeure                              | HPTJV sought to add language to make the impact of a force majeure event<br>a compensable delay after 30 days. BGPAA's revised language was<br>accepted.  |
| GC-50   | Payment                                    | HPTJV sought to add language to allow Design-Builder's contingency funds<br>to be used for costs associated with correcting minor design errors,<br>omissions, design coordination issues, or construction errors. This request<br>was accepted.  |
| GC-57   | Pricing                                    | HPTJV sought to add language to expand the reimbursable costs to include<br>legal, mediation, and litigation costs arising out of the work when the<br>dispute is not between HPTJV and BGPAA. BGPAA's alternative language<br>was accepted.  |
| GC-63   | Warranties                                 | HPTJV sought to revise language to make the warranty period begin upon<br>substantial completion of the project rather than at final acceptance.<br>BGPAA's revised language, making the warranty period start at final<br>acceptance or beneficial occupancy of the project, was accepted. |
| GC-67   | Insurance                                  | HPTJV sought to add language to provide for a mutual release of claims that are covered by property insurance. This request was accepted.   |





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| Exhibit A: Administrative Requirements<br>AR-01: Notice Inviting Proposals<br>AR-02: Instructions to Proposers<br>AR-03: (not used)<br>AR-04: Subcontractor Designation Form<br>AR-05: DBE Participation Form<br>AR-06: Proposal Bond<br>AR-07: Noncollusion Declaration Form<br>AR-08: Certification of Non-Segregated Facilities<br>AR-09: Proposer's Statement on Previous Contracts Subject to EEO Clause<br>AR-10: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion<br>AR-11: Trade Restriction Certification<br>AR-12: Certification Regarding Lobbying<br>AR-13: Certificate of Buy American Compliance for Manufactured Products<br>AR-14: Certification of Bidder Regarding Tax Delinquency and Felony Convictions<br>AR-15: Addenda Acknowledgement Form<br>AR-16: Proposal Protest Procedure<br>AR-17: Proposal Submission Checklist<br>AR-18: (not used)<br>AR-20: Performance Bond<br>AR-21: Insurance<br>AR-21: Insurance<br>AR-22: Workers' Compensation Certificate of Insurance<br>AR-23: Contract Execution Checklist | 18       |
| Exhibit B-1: Cost Proposal Form; Resource Loaded Staffing Plan  | 105      |
| Exhibit B-2: Approved CGMP and GMP Proposals (future documents)   | 121      |
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| Exhibit D: Design-Builder's Technical Proposal  | 145      |
| Exhibit E: BGPAA Construction Safety Program  | 236      |
| Exhibit F: Federal Contract Clauses   | 305      |
| Exhibit G: General Conditions<br><u>General</u><br>GC-1 Order of Precedence and Contract Interpretation<br>GC-2 Definitions<br>GC-3 Abbreviations and Acronyms<br>GC-4 Invalidation of a Condition<br>GC-5 No Alteration of Contract Terms<br>GC-6 Contract Bonds<br>GC-7 Independent Contractor<br>GC-8 Subcontracts   | 352      |

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| PR-18: Environmental Mitigation and Special Construction Requirements           |     |
| PR-19: Sustainable Construction Methods   |     |
| PR-20: Virtual Design & Construction (VDC), Building Information Model (BIM)    |     |
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| Exhibit K-2: Community Design Charrette Workshops: Supporting Documentation                                | 1178     |
| Exhibit L-1: BGPAA Clean Construction Policy   | 1430     |
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#### **RESOLUTION NO. 499**

#### A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION APPROVING A PROJECT CHARTER, DESIGNATING CHANGE ORDER APPROVAL RESPONSIBILITIES, AND ESTABLISHING A CONCEPTUAL DESIGN SELECTION VOTING PROCEDURE FOR THE REPLACEMENT PASSENGER TERMINAL PROJECT

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

#### Section 1. Purpose.

A. On December 19, 2022, following a competitive procurement process, the Commission awarded Holder, Pankow, TEC - A Joint Venture ("HPTJV") a designbuild agreement for the Replacement Passenger Terminal ("RPT") Project. The contract has been duly executed by the Authority and HPTJV, the Executive Director has issued a Notice to Proceed, and HPTJV is performing Phase 1 of the contract.

B. The Authority Commission desires to promote the successful completion of the RPT Project by approving a Project Charter, designating change order approval responsibilities, and establishing a conceptual design selection voting procedure.

<u>Section 2</u>. <u>Project Charter</u>. The Project Charter set forth in the attached Exhibit A is approved. Any revisions to the Authority Commission roles and responsibilities specified in such document shall require prior approval from the Authority Commission. The Executive Director may otherwise unilaterally revise such document from time to time as deemed necessary or appropriate to implement the RPT Project.

<u>Section 3.</u> <u>Change Order Approval Responsibilities</u>. Notwithstanding the Authority Expenditure Policy (Resolution No. 441), the Executive Director may unilaterally approve single change orders for the HPTJV contract that do not exceed \$500,000 and that collectively do not exceed 70% of the Owner's Contingency Budget. Authority Commission approval shall be required for all other change orders to the HPTJV contract. The Executive Director shall notify the Commission in writing within 24 hours of each approval of a change order exceeding \$150,000.

<u>Section 4</u>. <u>Conceptual Design Voting Procedure</u>. The Commission shall select the conceptual design of the RPT campus (architectural form and overall layout of the terminal, parking structure, and support facilities) by majority vote using the following voting process. Commissioners shall each vote for their first choice of the three RPT conceptual designs presented by HPTJV. If no conceptual design receives a majority of votes, then there shall be a second voting round. The conceptual design that received the fewest votes in the first voting round shall not be included in the second voting round. If there is a tie vote in the first voting round, Commissioners shall continue discussing the conceptual designs until a Commissioner decides to break the tie. In the event of a second voting round, Commissioners shall each vote for their first choice of the two remaining conceptual designs.

## <u>Section 5.</u> <u>Effective Date</u>. This Resolution shall be effective upon adoption.

Adopted this \_\_\_\_ day of February, 2023.

Emily Gabel-Luddy, President

Attest:

Ara Najarian, Secretary

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#### EXHIBIT A Project Charter

(attached)



# HOLLYWOOD BURBANK AIRPORT REPLACEMENT PASSENGER TERMINAL PROJECT

# **PROJECT CHARTER**

96

# ELEVATE BUR

# **Revision Log**

| Version | Date | Name          | Description |
|---------|------|---------------|-------------|
| 1       | TBD  | Initial Issue |             |
|         |      |               |             |
|         |      |               |             |
|         |      |               |             |
|         |      |               |             |
|         |      |               |             |
|         |      |               |             |
|         |      |               |             |

# 1. **Project Overview**

## 1.1 Project Background

The Hollywood Burbank Airport (BUR) 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 the majority of L.A.'s most popular tourist destinations, as well as attractions in Burbank and nearby Glendale and Pasadena. In 2019, the Airport served 5.26 million passengers, up from 4.7 million passengers in 2018. In 2021, the Airport served 3.7 million passengers. The Airport offers daily flights from eight commercial airlines: Southwest, United, Delta, Alaska, American, JetBlue, Spirit, and Avelo. The Airport also has two fixed-base operators, Million Air - Burbank and Atlantic Aviation.

For the communities it serves, Hollywood Burbank Airport has been and remains defined by its ease of access, freedom from congestion, and passenger convenience. The existing facility, with the central portion of the current terminal built in 1930 and still in operation, does not meet current building standards nor the design standards of a modern airport terminal.

The existing passenger terminal building consists of 14 common use aircraft gates and limited passenger amenities in a 232,000 square foot building. The terminal does not meet current FAA standards for lateral separation from the adjacent runways. Correction of this situation requires the existing passenger terminal building be replaced and demolished thereby creating the opportunity to correct the airfield safety standard noncompliance issues and the functional deficiencies associated with the terminal relative to more modern airport terminal facilities. Meeting current FAA runway safety standards is the key motivation for the Authority.

A Replacement Passenger Terminal (RPT) with 14 common use aircraft gates in a 355,000 square foot building, together with the associated support components such as roadways, parking structure, and other support facilities, has been defined programmatically and has been environmentally reviewed pursuant to the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

# 1.2 Project Scope

The Replacement Passenger Terminal (RPT) Project includes a new passenger terminal with 14 common use aircraft gates in a 355,000 square foot building, together with the associated support components such as roadways, parking structure, and other support facilities.

The RPT Project is spread across two main areas of work: the NEQ, which will be constructed and put into operation first, and the SEQ. These main areas include the following components:

#### Northeast Quadrant (NEQ)

- *Replacement Passenger Terminal*: Newly constructed 14-gate passenger terminal with a maximum area of 355,000 SF
- Roadways. Newly constructed airport public roads to include a primary Entrance Roadway, Loop Road, Recirculation Road and a secondary access roadway as well as airport service vehicle roadways, dedicated facility access roadways, and offsite street improvements
- Parking. New public and employee parking facilities
- Apron. New aircraft apron pavement with associated pushback zone meeting FAA Standards
- *Support Facilities*. Newly constructed facilities to replace existing Airline Cargo and Ground Service Equipment (GSE)/Terminal Maintenance
- Service Facilities: a new ARFF facility and new EOC (not in initial DB's scope)

### Southeast Quadrant (SEQ)

- *Demolition of Existing Terminal and Parking Structure*: Demolition of the 232,000 SF terminal structure and the adjacent parking structure
- *Demolition of Airline Cargo Building*: Demolition of the Airline Cargo building as well as airside and landside apron areas
- Taxiways A & C Extensions. Construction of new aircraft taxiway pavement
- *Reconfiguration of Southeast Quadrant*. Landside elements (the balance of the SEQ's various projects)

# 1.3 Acronyms

AAAC - Airport and Airline Affairs Committee

# ELEVATE BUR

- ATC Airline Technical Committee
- ATR Airline Technical Representative
- ARFF Aircraft Rescue and Fire Fighting
- BUR Hollywood Burbank Airport
- CEQA California Environmental Quality Act
- COA Conditions of Approval
- DA Development Agreement (2017)
- DB Design Builder
- DEDPD Deputy Executive Director Planning & Development
- DEM Director, Engineering and Maintenance
- EIS Environmental Impact Study
- EOC Emergency Operations Center
- FAA Federal Aviation Administration
- FEIR Final Environmental Impact Report
- GMP Guaranteed Maximum Price
- NEQ Northeast Quadrant
- NEPA National Environmental Policy Act
- ORAT Operational Readiness and Transition
- PDM Project Definition Manual
- PMT Project Management Team
- RPT Replacement Passenger Terminal
- SEQ Southeast Quadrant
- TSA Transportation Security Administration

## 1.4 **Project Goals and Objectives**

The objective for the RPT Project is to complete the projects identified in the FEIR and the DA that resolve issues impacting all stakeholders, as well as the surrounding community at large. The RPT Project goals and objectives will be met utilizing industry best practices in executing projects of this nature. The RPT Project intends to address these issues through the following specific objectives:

#### Safety:

- Provide facilities that meet current FAA standards.
- Provide facilities that meet or exceed applicable code requirements, including seismic resistance, public health, and accessibility.

#### **Operations:**

- Provide a terminal with an improved airside operations environment that is FAA compliant and that corrects the noncompliant existing terminal location relative to the runway.
- Develop all gates to the same safety standards for consistent aircraft accommodation and apron safety.
- Meet federal standards for security screening of passengers and bags and comply with TSA standards for both.

#### **Customer Convenience:**

• Design a terminal campus that reflects a modern airport concept of operations and enhances the customer experience through expanded concessions, hold rooms and other amenities.

#### Community:

- Provide modern facilities that will reduce overall emissions and that are designed to attain the highest, cost-feasible levels of sustainability (CALGreen, LEED, Envision, etc.).
- Provide a terminal aesthetic that is in keeping with the sentiments of the community as reflected in the final report from the public design charrette workshops conducted by the Authority.
- Include community workforce, disadvantaged business and other appropriate goals and requirements to ensure an inclusive project.

## 1.5 Critical Success Factors

The success of the project will be measured relative to the critical success factors identified below.

#### Critical Success Factor 1 - Regulatory Compliance:

The Authority negotiated the details of the RPT Project with the City of Burbank and documented those details in the DA. The DA enumerates the COA and the design criteria required by the City of Burbank. In addition, prior to execution of the DA, the Authority certified the FEIR for the RPT Project, and the City of Burbank considered that report. The FEIR and the City of Burbank's endorsement of the RPT Project were precursors to the community vote ratifying entitlements for the RPT Project, as well as precursors to FAA's EIS for the RPT Project. Compliance with these documents, including any amendments, is critical to the success of the RPT Project.

#### Critical Success Factor 2 - Affordability:

The RPT Project must be affordable and capable of being financed primarily through a combination of grants, passenger facility charges, loans, bonds, and cash on-hand. To this end, establishing an accurate total RPT Project budget consistent with the complete project scope is crucial. Understanding the life-cycle costs of the planned facilities is likewise imperative. Finally, obtaining concurrence from the Airline community as well as an endorsement from the Authority Commission for this scope and budget are critical for success. To support this, transparency and regular financial reporting throughout the life of the RPT Project are necessary to give all relevant stakeholders the information needed to support the delivery of the RPT Project. And finally, adhering to a predefined process to address either anticipated or unexpected changes to project scope or budget will facilitate ongoing success throughout the entire life of the RPT Project.

#### Critical Success Factor 3 - Project Delivery:

The RPT Project must be delivered on a schedule and within a budget understood and agreed to by all of the relevant airport stakeholders. Stakeholders including the Authority, the Airlines, FAA, TSA, Airport Police, Airport Fire, and passengers will all have varied interests in the delivery of the RPT Project. The schedule must actively identify and manage impacts to airport operations for all stakeholders. It must further provide sufficient time for facility commissioning and activation to ensure a successful transition of terminal operations from the old terminal to the new RPT. Controls
must be in place to ensure that designs are within budget constraints and that risks are identified, mitigated, and accounted for during the design and construction of the RPT Project.

### Critical Success Factor 4 - Airline Concurrence:

As signatories to the Airport Use Agreement the Airlines have a large share in the cost of the project. The implementation of the RPT Project will result in an increase in the costs for Airlines to operate at BUR. The Authority has a long and successful history of working with its Airline tenants in a spirit of cooperation and partnership on a business basis. The AAAC is the Airline entity formed to provide input to the Authority on the collective interests of all Airlines serving Hollywood Burbank Airport. The scope, schedule, cost, and funding of the RPT Project is of significant interest to the AAAC. The Authority is fostering continuous Airline technical and business participation in the RPT Project as it progresses.

The Airlines established the ATC with the express purpose of providing input, guidance and concurrence related to the inclusion and development of the PDM and the RPT Project design. More specific details about all project elements and those specifically related to Airline areas will ultimately be defined through the design of the project elements by the selected DB Team. The Airlines will also be a key participant in planning and executing the ORAT process that will occur prior to the project elements becoming operational. The AAAC and the Authority will negotiate the terms of an Airport Use Agreement applicable to the RPT that will be a critical element in finalizing the financial plan for the RPT Project.

## Critical Success Factor 5 – Incorporate Community Engagement:

The Authority hosted a series of successful design charrette meetings culminating in a comprehensive Design Charrette Report which documents the input received from members of the community. The design of the RPT Project must consider and, to the extent feasible, incorporate the input received during the design charrettes.

## Critical Success Factor 6 – Effective Project Governance:

This Project Charter defines a Governance Structure that includes the Authority Commission, Authority Executive Staff, Airlines and the RPT Project Team. The Governance Structure describes the hierarchy for decision-making during the implementation of the RPT Project. Adhering to the defined approval

processes of the Governance Structure will ensure appropriate engagement of all stakeholders, encourages solicitation and receipt of needed input at the appropriate milestones, and defines decision points for each stakeholder transparently and proactively. Adhering to the Governance Structure also allows the RPT Project to maintain consistent forward progress, supports the achievement of the critical success factors defined above and establishes an expectation that stakeholder questions, concerns, and input are considered proactively in accordance with the defined framework.

# 2. Project Authority and Milestones

# 2.1 Project Authority

The Authority, owner/operator of BUR, 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. The ultimate responsibility for the RPT Project rests with the Authority Commission. The Authority Commission will decide on the encumbrance and expenditure of any funds related to the RPT Project as well as any financial obligations of the Authority required to implement the RPT Project. The Authority Commission will be advised on a regular basis of the project scope, schedule, and budget. These key items are expected to be established through an iterative process of design development and project cost estimating which will continually be compared with project funding sources. Once a contractual obligation is established and commitments for funding are in place, the Authority Commission will likewise have final discretion to approve any increases to the Total Project Budget.

# 2.2 Entitlement

Implementation of the RPT Project is authorized under the following entitlement documents:

- The DA dated January 10, 2017
- The FEIR dated June 2016
- The EIS Record of Decision dated May 2021
- The Conditionally Approved Airport Layout Plan dated March 20, 2020
- The Human Health Risk Assessment dated December 21, 2017

# 2.3 Major Project Milestones

The significant milestones for the RPT Project are presented below in Table 2-1.

| Milestone                                 | Planned Completion Date |
|---|-------------------------|
| Award DB Phase 1 Contract                 | Q4 - 2022               |
| Amendment for<br>Guaranteed Maximum Price | Q2 - 2024               |

| Substantial Completion for<br>RPT Project         | Q3 - 2026 |
|---|-----------|
| Commence Operations of<br>RPT                     | Q4 - 2026 |
| Existing Terminal/Parking<br>Structure Demolished | Q4 - 2027 |

## Table 2-1 Project Milestones

# 2.4 Project Budget

The estimated RPT Project budget is presented below in Table 2-2. The final budget will be developed with input from the DB Team during the budget validation process.

| Description  | Total           |
|--|-----------------|
| NEQ with Demolition of Terminal and Parking Garage | \$1,004,428,392 |
| NEQ PM/CM  | \$42,000,000    |
| NEQ Owner's Allowances and Contingency             | \$85,120,646    |
| Total NEQ Budget                                   | \$1,131,549,038 |
| SEQ  | \$105,364,455   |
| SEQ PM/CM  | \$5,483,652     |
| SEQ Owner's Contingency                            | \$6.267.030     |
| Total SEQ Budget                                   | \$117,115,137   |
| Deferred Projects (ARFF and EOC)                   | \$22,265,739    |
| Deferred Projects PM/CM                            | \$1,158,812     |
| Deferred Projects Owner's Contingency              | \$1,324,356     |
| Total Deferred Projects                            | \$24,748,907    |
| Total RPT Project Budget                           | \$1,273,413,083 |

Table 2-2 Project Budget

# 3. **Project Organization**

# 3.1 Governance Structure

The RPT Project Governance Structure is graphically presented in figure 3-1 below.



Figure 3-1 Project Governance Structure

The roles and responsibilities of each element of the Governance Structure are presented in detail in the following section.

# 3.2 Roles and Responsibilities

| Role                              | Responsibility  |  |
|-----------------------------------|---|--|
| Authority Commission              | <ul> <li>Overall governing body for the RPT Project responsible for the approvals of funding and all aspects of the RPT Project, such as contract awards and task authorizations. The Authority Commission will be advised on the progress of the RPT Project implementation. Specific actions required from the Authority Commission for the RPT Project include the following actions: <ol> <li>Approval of agreements for securing funding and encumbering debt for the RPT Project</li> <li>Approval of RPT Project funding and encumbrance requirements</li> <li>Approval of the overall Project Budget</li> <li>Approval of DB contract</li> <li>Approval of final design concept</li> <li>Approval of final sustainability goals and certification</li> <li>Confirmation of the negotiated GMP and approval authority. <i>(Change order approval authority will be attached as an exhibit to this document when finalized.)</i></li> </ol> </li> </ul> |  |
| Commission Executive<br>Committee | Focused advisory committee of the Authority Commission assigned to<br>review details of the RPT Project and make recommendations to the<br>Authority Commission. Responsible to advise on issues related to RPT<br>Project Scope and Budget and to recommend items to be considered by the<br>Authority Commission.<br>Meeting Frequency – Monthly or as needed   |  |
| RPT Oversight Committee           | This group provides Executive Leadership to the RPT Project. The RPT<br>Oversight Committee addresses RPT Project issues (status of procurement,  |  |

|                  | planning, design and construction, schedule, and budget), considers project |
|------------------|---|
|                  | scope/budget changes, resolves coordination issues, and resolves conflicts  |
|                  | between project functional areas. Makes recommendations for escalation to   |
|                  | Commission Executive Committee. The direction and decisions given by the    |
|                  | RPT Oversight Committee related to RPT Project must be within the           |
|                  | committee's budget and schedule authorization. (Budget and schedule         |
|                  | authorization is attached as an exhibit to this document.)                  |
|                  | Meeting Frequency – Monthly or as needed.                                   |
|                  | Specialized group with institutional knowledge as well as legal familiarity |
|                  | intended to advise the RPT Oversight Committee on matters pertaining to     |
|                  | DA, FEIR and EIS requirements. This function is intended to provide an      |
| Project Advisors | informed level of certainty in the decision-making process for consistency  |
|                  | with and the avoidance of conflict with the City of Burbank.                |
|                  |   |
|                  | Meeting Frequency – As needed   |

|                         | Provide Airline input related to the RPT Project. Review and comment on         |  |
|-------------------------|---|--|
|                         | technical documents and design deliverables. Airlines are represented on the    |  |
|                         | RPT Oversight Committee through the AAAC Chair. Airlines also have two          |  |
|                         | Airline representatives on the RPT Project Committee. The efforts of the        |  |
|                         | Airlines will be coordinated by an Airline Technical Representative (ATR). It   |  |
|                         | will be the responsibility of the ATR to coordinate Airline input and press for |  |
|                         | Airline consensus on all matters related to the RPT Project. Input generally    |  |
|                         | will be provided through RPT Project Team, and AAAC maintains access to         |  |
|                         | the RPT Oversight Committee and participates on the RPT Project                 |  |
|                         | Committee. Specific review and comment tasks for the RPT Project will           |  |
|                         | include the following items:  |  |
| Airline Advisory Groups | 1 Overall Project Budget  |  |
|                         | 2 Overall Schedule  |  |
|                         | 3 Input on Concentual Design  |  |
|                         | 4 DB Design Reviews   |  |
|                         | 4. Db Design Reviews  |  |
|                         | Mosting Fraguency   |  |
|                         | AAAC Quarterly or as peeded   |  |
|                         | ATC Monthly or as needed  |  |
|                         | In addition AAAC and ATC will participate in other project related meetings     |  |
|                         | as needed   |  |
|                         | as needed.  |  |
|                         | Select outside consultants/vendors available to provide expert business input   |  |
|                         | on matters uniquely important to the Authority in the project definitions as    |  |
| Subject Matter Experts  | well as to support the Authority's pursuit of contractual relations for the     |  |
|                         | PPT Examples include Concessions, Technology, and Parking Management            |  |
|                         | Team responsible for direct quidance and direction of the PDT Project           |  |
|                         | Constrates direction and options for the project, and frames desisions          |  |
|                         | needed from the BPT Overright Committee Commission Evecutive                    |  |
|                         | Committee, and Authority Commission Coordinates with AAAC and other             |  |
| RPT Project Committee   | committee, and Authority commission. Coordinates with AAAC and other            |  |
|                         | project stakenoiders.   |  |
|                         |   |  |
|                         | Meeting Frequency – Monthly   |  |

|                         | Team responsible for the management of the RPT Project. The RPT Project        |
|-------------------------|--|
|                         | Team carries out direction and decisions from the Authority Commission,        |
| <b>RPT Project Team</b> | Commission Executive Committee, RPT Oversight Committee, and the RPT           |
|                         | Project Committee. Elevates issues requiring clarification and/or higher-level |
|                         | decisions. Develops project reports.   |

## Table 3-1 Breakdown of Roles and Responsibilities

# 3.3 Issue Resolution

Figure 3-2 graphically presents the issue resolution process for the RPT Project. The process is structured to allow for issues to be resolved at the lowest possible level. As shown, the RPT Project Team is responsible for interfacing with the various disciplines to identify issues and/or decisions that may require escalation. Any decisions that may impact project scope, schedule or budget are elevated from the RPT Project Team to the RPT Project Committee. The RPT Project Committee will be chaired by the RPT Program Manager. Issues and/or decisions will be presented at the RPT Project Committee for resolution. The intent is to ensure there is one platform for discussion, decision-making, approving, and recording of issues and decisions. Decisions above the RPT Project Committee level will be escalated to the RPT Oversight Committee for resolution. The RPT Oversight Committee will resolve all decisions and/or issues within its authorization. Decisions above the RPT Oversight Committee's decisions and/or issues within its authorization. Decisions above the RPT Oversight Committee will resolve all decisions and/or issues within its authorization. Decisions above the RPT Oversight Committee's decisions and/or issues within its authorization. Decisions above the RPT Oversight Committee's decisions and/or issues within its authorization. Decisions above the RPT Oversight Committee's decisions and/or issues within its authorization. Decisions above the RPT Oversight Committee's decisions and/or issues within its authorization. Decisions above the RPT Oversight Committee's decisions and/or issues within its authorization. Decisions above the RPT Oversight Committee's decisions and/or issues within its authorization. Decisions above the RPT Oversight Committee's

authorization will be escalated to the Authority Commission for ultimate approval. Decisions and/or issues requiring consideration by the next level will be escalated in no more than five working days.



Figure 3-2 Project Issue Resolution Process

# 3.4 Project Management Team (PMT) Contract Manager

The Deputy Executive Director Planning & Development (DEDPD) is designated as the PMT Contract Manager. The DEDPD will be the point of contact for PMT coordination on all contractual obligations of the PM Team. PMT Task Order scope, budgets, schedule, and staffing will be submitted to the DEDPD for review and conditional approval. The DEDPD will advance appropriately prepared Task Orders to the RPT Project Committee, the RPT Executive Committee, the Commission Executive Committee, and ultimately to the Authority Commission for approval.

# 3.5 Community Coordination

The Authority will make presentations on the progress of the RPT Project to the community at intervals reflecting key RPT Project milestones. The Authority maintains a public information social media web site that provides current information regarding the RPT Project.

RPT Project presentations to the public will be sponsored by the Authority. Key PMT and/or DB Team representatives may be asked to make presentations to include graphics and outline narratives identifying the design elements that align with the design charrette recommendations.

# 4. Meetings and Reporting

# 4.1 Overview

This section outlines the governance for reporting and meetings for the RPT Project. Meetings are intended to facilitate the management of the project, allow the timely discussion of issues, and ensure decisions are made in line with the project's goals and critical success factors. Progress monitoring and control will be achieved through an integrated project management information system. Using the project baseline, the work breakdown structure (WBS), a standardized cost-coding system, and project control system tools, project progress will be tracked, measured, and reported on a collection of critical project metrics. Reports and updates on project progress will be available at any time on a web-based reporting portal (Dashboard) developed for the project.

In addition to monitoring and reporting on the project through the dashboard, a set of written project reports will be produced on a periodic basis. The quantity, content, and frequency of these reports will be adjusted to the Authority's reporting requirements. The reports will be inputs to the meetings and will form the basis of discussions regarding progress and performance monitoring.

# 4.2 Project Governance Meetings and Reporting

Table 4-1 summarizes the project governance meetings. The PMT will provide overall project-level reports and hold relevant meetings to support the delivery of the project, information flow across the delivery team, and information flow to the Authority and stakeholders to ensure appropriate governance. These meetings will run on regular scheduled timings and in doing so, support the PMT's ability to prepare adequate information across the entire program.

| Meeting                           | Frequency                     | Purpose   |
|-----------------------------------|-------------------------------|---|
| Commission Meeting                | Bi-Monthly or<br>As Scheduled | <ul> <li>Update on project progress towards established<br/>goals and key performance indicators</li> <li>Bring contract decisions above delegated<br/>authorization</li> </ul>   |
| Commission Executive<br>Committee | Monthly or As<br>Scheduled    | <ul> <li>Update on project progress towards established<br/>goals and key performance indicators</li> <li>Bring decisions which may require Authority<br/>Commission approval for consideration of elevation<br/>to Authority Commission</li> </ul> |

| RPT Oversight Committee         | Monthly or As<br>Needed  | <ul> <li>Update on project progress towards established<br/>goals and key performance indicators</li> <li>Consider scope, schedule, budget changes,<br/>resolve project conflicts, advise escalation to<br/>Authority Commission level</li> <li>Review risk register</li> <li>Review forecast of upcoming activities</li> </ul> |
|---------------------------------|--------------------------|---|
| RPT Project Committee           | B-Weekly or<br>As Needed | <ul> <li>Discuss current project issues, processes, and<br/>progress; review the risk register; discuss the<br/>upcoming calendar; review assigned tasks</li> </ul>   |
| Issue Specific Project Meetings | As Needed                | Issue specific meetings necessary for decisions   |

# Table 4-1 Project Meetings

Contact information for project team members is presented in Table 4-2 below.

| Primary Contact    | Title / Organization                                     | Phone                                | Email                      |  |  |
|--------------------|--|--------------------------------------|----------------------------|--|--|
|                    | Airport Authority Staff                                  |                                      |                            |  |  |
| Frank R. Miller    | Executive Director                                       | (o) 818 729 2228                     | fmiller@bur.org            |  |  |
| John T. Hatanaka   | Sr. Deputy Executive<br>Director                         | (o) 818 729 2225<br>(c) 818 381 7930 | jhatanaka@bur.org          |  |  |
| Kathy David        | Deputy Executive Director<br>Finance and Administration  | (o) 818 729 2227                     | kdavid@bur.org             |  |  |
| Scott Kimball      | Deputy Executive Director<br>Operations, Business, SMS   | (o) 818 565 1374<br>(c) 818 276 5965 | skimball@bur.org           |  |  |
| Patrick Lammerding | Deputy Executive Director<br>Planning & Development      | (o) 818 729 2250<br>(c) 818 303 4696 | Plammerding@bur.org        |  |  |
| ТВА                | Director<br>Engineering &<br>Maintenance                 | (o) 818 729 3501<br>(c) 818 512 8459 |                            |  |  |
|                    | Airport Autho  | ority General Counsel                |                            |  |  |
| Terence Boga       | Richards Watson &<br>Gershon                             | (o) 213 253 0233                     | tboga@rwglaw.com           |  |  |
| Chelsea Straus     | Richards Watson &<br>Gershon                             | (o) 213 253 0245                     | cstraus@rwglaw.com         |  |  |
|                    | Project S  | Strategic Advisor                    |                            |  |  |
| Sue Georgino       | Project Strategic Advisor<br>Georgino Development<br>LLC | (c) 818 388 5681                     | sg@georginodevelopment.com |  |  |

|                                    | Proj   | ect Manager                               |                           |  |
|------------------------------------|--|---|---------------------------|--|
| Roger Johnson                      | Project Executive<br>Jacobs                  | (c) 949 338 5044                          | roger.johnson3@jacobs.com |  |
| Perry Martin                       | Senior Deputy Project<br>Manager Jacobs      | (c) 754-215-1550                          | Perry.martin@jacobs.com   |  |
| Airlines Airport Affairs Committee |  |   |                           |  |
| Steve Hubbell                      | Chair, Southwest Airlines                    | (c) 214 497 6715                          | Steve.hubbell@wnco.com    |  |
|                                    | Airlines Airport Affairs Technical Committee |   |                           |  |
| Don Ostler                         | Chair, Southwest Airlines                    |   | Don.ostler@wnco.com       |  |
| Airline Technical Representative   |  |   |                           |  |
| Paul Bintinger                     | AvAirPros                                    | (o) 310 321 6737<br>(c) 206 915 9481      | p.bintinger@avairpros.com |  |
| Mark McQueen                       | AvAirPros                                    | (c) 310-340-4454                          | m.mcqueen@avairpros.com   |  |
|                                    | Authority                                    | Financial Advisor                         |                           |  |
| Wes Hough                          | Public Resources Advisory<br>Group           | (o) 310 477 4278<br>(c) 310 382 6214      | whough@pragadvisors.com   |  |
| Louis Choi                         | Public Resources Advisory<br>Group           | (o) 310 477 7098<br>(c) 310 770 0982      | Ichoi@pragadvisors.com    |  |
|                                    | Authority Financial Feasibility Consultant   |   |                           |  |
| Geoff Wheeler                      | Ricondo & Associates                         | (o) 513 651 4700 x214<br>(c) 508 338 4791 | gwheeler@ricondo.com      |  |
| Michael Scott                      | Ricondo & Associates                         | (o) 832 266 1259<br>(c) 571 235 5552      | mscott@ricondo.com        |  |
|                                    | Authority                                    | Consultant Planner                        |                           |  |
| Mark Conway                        | Conway Consulting                            | (o) 312 758-7678                          | mark@conwayconsulting.com |  |

Table 4-2 Contact Information



Jacobs Final Draft 1/26/2023 2700496.9



# **Attachment A**

# **Delegated Authorities**

Will be attached when finalized.

GET READY FOR AN UPGRADE







Challenging today. Reinventing tomorrow.

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

# **BUR Airport Replacement Passenger Terminal Project** Decision Discussion (Continued)

Jacobs Program Management Co. February 6, 2023 ©Jacobs 2022

# Governance Structure



| Role                              | Responsibility  |
|-----------------------------------|---|
| Authority Commission              | <ul> <li>Overall governing body for the RPT Project responsible for the approvals of funding and all aspects of the RPT Project, such as contract awards and task authorizations. The Authority Commission will be advised on the progress of the RPT Project implementation. Specific actions required from the Authority Commission for the RPT Project include the following actions:</li> <li>1. Approval of agreements for securing funding and encumbering debt for the RPT Project.</li> <li>2. Approval of RPT Project funding and encumbrance requirements</li> <li>3. Approval of RPT Project Budget</li> <li>4. Approval of final design concept</li> <li>6. Approval of final sustainability goals and certification</li> <li>7. Confirmation of the negotiated GMP and approval of Phase 2</li> <li>8. Change order approvals in excess of staff approval authority. (<i>Change order opproval authority will be attached as an exhibit to this document when finalized</i>.)</li> </ul> |
| Commission Executive<br>Committee | Focused advisory committee of the Authority Commission assigned to review details of the RPT Project and make recommendations to the full Authority Commission. Responsible to advise on issues related to RPT Project Scope and Budget and to recommend items to be considered by the Authority Commission.  |
| RPT Oversight Committee           | This group provides Executive Leadership to the RPT Project. The RPT Oversight<br>Committee addresses RPT Project issues (status of procurement, planning,<br>design and construction, schedule, and budget), considers project scope/budget<br>changes, resolves coordination issues, and resolves conflicts between project<br>functional areas. Makes recommendations for escalation to Commission<br>Executive Committee. The direction and decisions given by the RPT Oversight<br>Committee related to RPT Project must be within the committee's budget and<br>schedule authorization. ( <i>Budget and schedule authorization is attached as an</i><br><i>exhibit to this document</i> .)<br>Meeting Frequency – Monthly or as needed.   |

# Design Decisions



| vity Name   | Duration Start   | Finish       | 2022         2023         2024         3025         2026         2027         2028         2029         203           021         021         2026         2027         2028         2029         203         < | 2 03 04 01 2 |
|---|------------------|--------------|---|--------------|
| Hollywood Burbank Replacement Passenger Terminal Project Master Sch | 1650 12-May-22 A | 27-Oct-28    | Hollywood Burbank F   | k Replaceme  |
| PROCUREMENT   | 153 12-May-22 A  | 20-Dec-22    | PROCUREMENT   |              |
| RFQ   | 68 12-May-22 A   | 18-Jul-22 A. | 1 100   | (i           |
| REP   | 68 19-Jul-22 A   | 11-0ct-22    |   |              |
| DBNTP   | 0 20-Dec-22      | 20-Dec-22    | A DB MTP  |              |
| PRE-CONSTRUCTION  | 370 20-Dec-22    | 11-Jun-24    | PRE-QONSTRUCTION  |              |
| PHASE 1 - DESIGN  | 320 20-Dec-22    | 02-Apr-24    | PHASE 1- DESIGN   |              |
| CONCEPTUAL DESIGN   | 77 20-Dec-22     | 12-Apr-23    | CONCEPTUAL DESIGN   |              |
| BASIS OF DESIGN   | 98 13-Apr-23     | 30-Aug-23    | BASIS OF DESIGN   |              |
| 30% DESIGN  | 75 28-Jun-23     | 12-Oct-23    | 30% DESIGN  |              |
| 60% DESIGN  | 70 22-Sep-23     | 04-Jan-24    | eos design  |              |
| GMP   | 60 05-Jan-24     | 02-Apr-24    | - GMP   | ()           |
| FINAL DESIGN  | 106 05-Jan-24    | 06-Jun-24    | FINALIDESIGN  |              |
| 100% DESIGN   | 106 05-Jan-24    | 06-Jun-24    | - 100% DESIGN   |              |
| ISSUE FOR CONSTRUCTION (IFC)  | 0                | 06-Jun-24*   | ISSUE FOR CONSTRUCTION (IFC)  |              |
| EARLY WORK PACKAGES   | 143 15-Nov-23    | 11-Jun-24    | EARLY WORK PACKAGES   | -            |
| SITE WORK   | 114 15-Nov-23*   | 30-Apr-24    | F STE WDRK  |              |
| SITE UTILITIES  | 80 20-Feb-24*    | 11-Jun-24    |   |              |
| PHASE 2 - CONSTRUCTION  | 637 01-Apr-24    | 01-Oct-26    | PHASE 2 - CONSTRUCTION  |              |
| RPT CONSTRUCTION  | 615 01-Apr-24    | 02-Sep-26    | RPF CONSTRUCTION  |              |
| TRANSITION & ACTIVATION   | 50 24-Jul-26*    | 01-Oct-26    | TRANSITION & ACTIVATION   |              |
| SOUTH EAST QUADRANT (SEQ)   | 261 02-Oct-26    | 01-Oct-27    | SOUTH EAST QUADRANT (SEQ)   |              |
| SEQ DEMO  | 261 02-Oct-26    | 01-Oct-27    | SEQ DEMO  |              |
| SEQ TAXIWAYS & VSR  | 777 31-Oct-25    | 27-Oct-28    | SEQ TAXIWARS & VSH  | /SR          |
| DESIGN PROCUREMENT  | 126 31-Oct-25*   | 30-Apr-26    | DESIGN PROCUREMENT  |              |
| TAXIWAY & VSR DESIGN  | 261 01-May-26    | 30-Apr-27    | TAXIWAY & VSR DESIGN  |              |
| CONTRACTOR PROCUREMENT  | 130 03-May-27    | 29-0ct-27    | CONTRACTOR PROCUREMENT  |              |
| TAXIWAY & VSR CONSTRUCTION  | 260 01-Nov-27    | 27-Oct-28    | TAXWAY & VER CON  | ONSTRUCTIO   |

# Phase 1 Major Design Decisions (Design Concept)

# Conceptual Design

# 3 Months

# Architectural Form

- Design-Builder is required to develop three conceptual design alternatives. The conceptual design is intended to convey the architectural form and the overall layout of the terminal, parking structure, and support facilities.
  - The concepts will be informed by the outcome of the nine Community Design Charrettes conducted by the Authority and by the outcome of a recent visioning workshop conducted with the HPTJV.
- Staff will update the board as the concepts are developed.





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# Phase 1 Major Design Decisions (Sustainability)

# **Conceptual Design**

# 3 Months

- Need to determine which
   sustainability model to use.
- Once the model is determined need to determine the sustainability goal (e.g. LEED Silver, Gold, Platinum: Cal Green I, Cal Green II: Envision Bronze, Silver, Gold or Platinum)
  - Jacobs is developing an analysis of the pros and cons of each system and levels to assist the commission in establishing the sustainability goals for the project. Sustainability goals must be evaluated against the project

budget.

# Basis of Design

| 4 Months |   |    |
|----------|---|----|
| 4 Months |   |    |
| 4 Months | • |    |
| 4 Month  |   | 22 |
| 4 Mon    | , |    |
| 4 Mo     |   |    |
| 4 M      |   | 0  |
| 4        |   | 5  |
| 4        |   | <  |
|          |   | 4  |
|          |   |    |
|          |   |    |

|   |                   |                                  |                       |              | DETAILED SI | JSTAINBLE CATE(          | GORIES         |             |                       |                     |  |                           |
|---|-------------------|----------------------------------|-----------------------|--------------|-------------|--------------------------|----------------|-------------|-----------------------|---------------------|--|---------------------------|
|   | Rating            | Sustainable                      |                       |              |             | Indoor                   |                |             |                       |                     |  |                           |
|   | System<br>Country | Infrastructure<br>& Construction | Tracks<br>Performance | Efficiency E | Water E     | Environmental<br>Quality | GHG Reductions | Aaterials & | Health &<br>Vellbeing | Waste<br>Aanagement | Certification Levels   | ls sued<br>Certifications |
| Whole-Building Certification Systems                                      |                   |                                  |                       |              |             |                          |                |             |                       |                     |  |                           |
| CalGreen (California Building Code)                                       | USA/Cal.          | Х                                |                       | х            | ×           | Х                        |                | х           |                       |                     | Code, Tier 1, Tier 2   |                           |
| LEED - Leadership in Energy and Environmental Design                      | USA               | Х                                | x                     | х            | x           | Х                        | х              | х           | х                     | х                   | Certified, Silver, Gold, Platinum                              | 96,000+                   |
| BREEAM - Building Research Establishment Environmental Assessment Method  | ЯN                |                                  |                       | ×            | ×           | Х                        | ×              | ×           | ×                     | ×                   | Acceptable, Pass, Good, Very Good, Excellent, Outstanding      | 550,000+                  |
| CASBEE - Comprehensive Assessment System for Built Environment Efficiency | Japan             |                                  |                       | Х            |             | Х                        |                | х           |                       |                     | C (poor), class B-, class B+, class A, and class S (excellent) | 540+                      |
| Green Globes  | Canada            |                                  |                       | ×            | ×           | Х                        | ×              | х           | ×                     |                     | One - four Green Globes based on points achieved               | 500+                      |
| Infrast ructure Focused Certification Systems                             |                   |                                  |                       |              |             |                          |                |             |                       |                     |  |                           |
| Envision (infrastructure projects)  | NSA               | ×                                |                       | ×            | ×           |                          | ×              | ×           | ×                     |                     | Bronze, Silver, Gold, Platinum                                 | 128+                      |
| Parksmart (parking structures)  | USA               | Х                                |                       | х            |             |                          | Х              | Х           |                       | Х                   | Bronze, Silver, Gold   | 28+                       |
| Specialized Certification Systems   |                   |                                  |                       |              |             |                          |                |             |                       |                     |  |                           |
| LEED Well (human heal th and wellness)                                    | USA               |                                  |                       |              | ×           | Х                        |                |             | ×                     |                     | Bronze, Silver, Gold, Platinum                                 | +096                      |
| FitWel (human health and wellbeing)                                       | USA               |                                  |                       |              |             |                          |                |             | х                     |                     | 1-3 stars  | 1,460+                    |
| SITES - Sustainable Sites (landscapes and outdoor spaces)                 | USA               | x                                |                       |              | ×           |                          |                | Х           |                       | ×                   | Certified, Silver, Gold, Platinum                              | 200+                      |
| TRUE - Total Resource Use and Efficiency (waste)                          | USA               |                                  | x                     |              |             |                          |                | x           |                       | х                   | Certified, Silver, Gold, Platinum                              | 500                       |
| Building Performance Certification Systems                                |                   |                                  |                       |              |             |                          |                |             |                       |                     |  |                           |
| LEED Zero (verifies achievement of net zero goals)                        | USA               | Х                                | х                     | х            | х           | Х                        | х              | х           | х                     | х                   | Certified, Silver, Gold, Platinum                              | 100                       |
| Energy Star (building performance)  | USA               |                                  | Х                     | Х            | х           |                          |                |             |                       | Х                   | Maximum score = 100  | 20,000+                   |
| Living Building Challenge (building performance)                          | USA               |                                  |                       | ×            | ×           | ×                        | Х              | Х           | ×                     |                     | Living Certification or Petal Certification                    | 390+                      |

# Phase 1 Major Design Decisions (Public Art)



**Basis of Design** 

4 Months

# 3 Months

The PM Team has retained an art consultant to assist in developing the public art program.

# Process:

- Develop General Approach to:
- Locations
- Artwork types
- Themes
- Develop Artwork Evaluation Criteria Empanel a Peer Art Advisory Group Comprised of Members From the 3 Authority Cities.

Process Continued:

- Develop Request for Proposals (RFP) for Each Opportunity:
- Shortlist 3 Artists for Each Opportunity
- Artists will Present Their Preliminary
   Concepts and Budget within Their Proposals.
   The Peer Advisory Group Will Evaluate the
  - The Peer Advisory Group Will Evaluate the Proposals.
    - The Art Consultant and Staff Will Consider the Panel Evaluations and Make Recommendations Best Aligned with the Project Goals.

Process Continued:Staff Will Update

- Commission on Progress Staff Will Bring
- Staff Will Bring Artist and Artwork Recommendations to Commission

# Cost Decisions

# Phase 1 Cost Decision (Project Budget)

| Estimate NE Quadrant with Demolition in SE C  | uadrant |    |               |
|---|---------|----|---------------|
| Construction Cost   |         |    |               |
| Direct Cost of Construction   |         | ŝ  | 575,900,000   |
| Buy American Escalation   | 0.50%   | ŝ  | 2,879,500     |
| Design Evolution  | 4.50%   | ŝ  | 25,915,500    |
| Escalation (8% to midpoint of construction)   | 19.00%  | ŝ  | 109,421,000   |
| Subtota   |         | ŝ  | 714,116,000   |
| DB Preconstruction Services   | 1.20%   | ŝ  | 8,569,392     |
| General Conditions  | 8.60%   | ŝ  | 61,413,976    |
| DB Contugency   | 4.00%   | ŝ  | 28,564,640    |
| Subtota   |         | ŝ  | 812,664,008   |
| Insurance   | 1.00%   | ŝ  | 8,126,640     |
| Subtota   |         | ŝ  | 820,790,648   |
| Bond  | 1.00%   | ŝ  | 8,207,906     |
| Subtota   |         | ŝ  | 828,998,555   |
| OH & Fee  | 5.50%   | ŝ  | 45,143,486    |
|   |         |    |               |
| Total Escalated Construction Costs  |         | ŝ  | 874,142,040   |
| A/E Services  |         |    |               |
| A/E Design Fee + Construction Administration  | 11.00%  | ŝ  | 78,552,760    |
|   |         |    |               |
| Total Design Build Costs Escalated  |         | ÷  | 952,694,800   |
| the second se |         | •  |               |
| Owner Costs   |         |    |               |
| Program Management inc PDM Development  |         | ŝ  | 42,000,000    |
| BUR Administrative Costs  |         | ŝ  |               |
| Testing & Inspection (Included in PM Cost)  |         | ŝ  |               |
| Permitting/Utility Connection   | 1.00%   | ŝ  | 7,141,160     |
| OCIP  |         | ŝ  |               |
| Art in Public Places  |         | ŝ  | 4,000,000     |
| PMO + DB Trailers   |         | ŝ  |               |
| Environmental Mitigation (Hazardous Soil Management Risk)   |         | ŝ  |               |
| Subtotal Owner's Costs  |         | ŝ  | 53,141,160    |
| Subtota   |         | \$ | 1,005,835,960 |
| Owner's Contingency   | 10.00%  | ŝ  | 83.720.646    |
| Owner's Allowances  | 200     | ŝ  | 44,800,000    |
| Total Estimate NE Ouadrant Program Cost   |         | 0  | 1.134.356.606 |
|   |         | >  | >>>(>>>(->>)/ |

| Quadrant |
|----------|
| SE       |
| Estimate |

| Construction Cost                 |        |   |             |
|-----------------------------------|--------|---|-------------|
| Direct Cost of Construction       |        | Ś | 55,594,849  |
| suy American Escalation           | 0.50%  | ŝ | 277,974     |
| scalation (5% to midpoint)        | 35.40% | Ŷ | 19,680,577  |
| otal Escalated Construction Costs |        | Ŷ | 75,553,400  |
|                                   |        |   |             |
| âeneral Conditions                | 8.00%  | Ŷ | 6,044,272   |
| nsurance                          | 1.00%  | Ŷ | 755,534     |
| 0H and Profit                     | 15.00% | Ŷ | 11,333,010  |
|                                   |        | Ŷ | 93,686,216  |
| sonds                             | 1.00%  | Ŷ | 936,862     |
| Total Contractor Costs            |        | ŝ | 94,623,078  |
|                                   |        |   |             |
| V/E Services with CA              | 8.00%  | Ŷ | 6,044,272   |
| M/CM                              | 7.00%  | Ŷ | 5,288,738   |
| Owner's Contingency               | 8.00%  | Ş | 6,044,272   |
| Total Owner's costs               | I      | Ŷ | 17,377,282  |
|                                   |        |   |             |
| Total Project Costs               |        | Ŷ | 112,000,360 |
|                                   |        |   |             |

| Comb        | ined | Estimate      |
|-------------|------|---------------|
| NE Quadrant | Ŷ    | 1,134,356,606 |
| SE Quadrant | Ş    | 112,000,360   |
| Total       | Ş    | 1,246,356,966 |

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Adopt Project Target Value Design Budget Based on Affordability Under progressive design build the design is an iterative process that continually evaluates proposed design solutions against cost. The Design-Builder needs a "Target Value Budget" to be able to evaluate and prioritize design decisions.





The final GMP will include a contingent cost element.

Design-Builder's Contingency
 The Total Project Cost also includes the Owner's Contingency and allowances.

expenditure of these funds The authority to authorize must be identified before construction is initiated.



- Owners Allowances
- Known Unknowns:
- Allowance budgets are appropriated when needed.
   The Design-Builder will prepare
- The Design-Builder will prepare a cost estimate and the work will be authorized via a task order.
- Allowance approvals are typically controlled at the Executive Director level once the funds are appropriated.
- The Executive Director will notify the Commission within 24 hours of allowance authorization.

| Allowances in DB Contract                                |          |   |            |
|--|----------|---|------------|
|  |          |   |            |
| Allowances   |          |   |            |
| 1. Collaboration   |          | Ŷ | 100,000    |
| 2. Hazmat Abatement Contaminated Soil                    |          | ŝ | 3,000,000  |
| 3. Third Party Testing & Inspection                      |          | Ŷ | 500,000    |
| 4. BGPAA Staff Travel for onsite Site Inspection         |          | Ŷ | 50,000     |
| 5. Project Models and 3D Video                           |          | Ŷ | 250,000    |
| 6. Design Allowance                                      |          | Ŷ | 500,000    |
| 7. Off-Airport Roadways                                  |          | Ş | 10,000,000 |
| 8. Demolition of Existing Terminal and Parking Structure |          | Ş | 24,400,000 |
| 9. Establish the PMO                                     |          | Ŷ | 6,000,000  |
| Total Al   | lowances | ŝ | 44,800,000 |

Phase 2 (And Early Works) Financial Controls

Design-Builder's Contingency

Because the GMP is negotiated before the drawings are complete and the subcontracts are awarded, the final GMP will include a Design-Builder's contingency.

A best practice is to break this contingency into three elements:

- 1. Design Contingency
- Escalation
   Construction
- 3. Construction Contingency

While the Design-Builder's Contingency is in the GMP, the Authority has control over the use of the contingency.

Design-Builder Contingency approvals are typically controlled at the Project Manager level once the GMP is approved.



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- Owner's Contingency (Owner's Reserve)
- The Owner's contingency is intended to protect against unknown events.
- Added Scope
- Unforeseen Conditions
- Unforeseen Escalation (e.g. Pandemic/Global Conflict Supply Chain Impacts)
- Owner Caused Delays
- Etc.
- Contingency Control
- Waiting for approval for change orders, especially for unforeseen conditions can result in potentially significant additional costs and/or schedule delays.
- Staff is recommending that the Executive Director's change order authority be increased for this project as follows:
  - Single change order authorization up to \$500,000 up to 70% of the approved Owner's Contingency Budget.
    - The Executive Director will notify the Commission in writing within 24 hours of any change order above \$150,000.
- Owner's Contingency use will be reported on the Commission's monthly project dashboards.

|                     | REPLACEMEN               | T PASSENGER             | TERMINAL<br>UULE        |                       |
|---------------------|--------------------------|-------------------------|-------------------------|-----------------------|
| Presentation:       | Design Process<br>Update | Preliminary<br>Concept  | Final Concept<br>Review | Rank and<br>Selection |
| Executive Committee |                          | March 1                 | March 29                |                       |
| Commission          | February 21              | March 6                 | April 3                 | April 17              |
|                     | Prepared by: Ja          | cobs Holder Pankow TEC. | IV with Corgan          | lssued: 2023_02_01    |



### AMENDMENT NO. 1 TO DESIGN-BUILD AGREEMENT

THIS AMENDMENT NO. 1 ("First Amendment") to the December 19, 2022 Design-Build Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Owner"), a California joint powers agency, and Holder, Pankow, TEC – A Joint Venture ("Design-Builder") is dated February 21, 2023 for reference purposes. Design-Builder is a joint venture comprised of: Holder Construction Group, LLC, a Georgia limited liability company; Charles Pankow Builders, Ltd., a California limited partnership; and TEC Management Consultants, Inc., a California Corporation.

### RECITALS

A. The parties executed the Agreement to provide for Owner's retention of Design-Builder as an independent contractor for progressive design-build services for the Replacement Passenger Terminal Project ("Project") at Bob Hope Airport

B. The parties desire to amend the Agreement to: (i) memorialize the threshold at which change orders must be approved by the Authority Commission; and (ii) clarify the contract document list.

**NOW, THEREFORE,** in consideration of the mutual covenants set forth herein, the parties agree as follows:

**1. Amendment of Article 2.** Section 2.01 (Contents) of Article 2 (Contract Documents) of the Agreement is amended to read as follows:

"2.01 Contents. The Contract Documents are collectively identified below and in General Conditions GC -1.

Design-Build Agreement Exhibit A: Administrative Requirements Exhibit B-1: Cost Proposal Form; Resource Loaded Staffing Plan Exhibit B-2: Approved CGMP and GMP Proposals (future documents) Exhibit C: Request for Proposals E22-03 Exhibit D: Design-Builder's Technical Proposal Exhibit E: BGPAA Construction Safety Program Exhibit F: Federal Contract Clauses Exhibit G: General Conditions Exhibit G: General Conditions Exhibit H: Project Requirements Exhibit I: Project Definition Manual Exhibit J: Project Labor Agreement Exhibit K-1: Development Agreement Exhibit K-2: Community Design Charrette Workshops: Supporting Documentation Exhibit L-1: BGPAA Clean Construction Policy

Exhibit L-2: SCAQMD Memorandum of Understanding; Hollywood Burbank Airport Air Quality Improvement Plan"

**2. Amendment of Exhibit G.** Paragraph B of GC-11 (Additional Design-Builder Acknowledgements) of Exhibit G (General Conditions) of the Agreement is amended to read as follows:

"B. The Executive Director may approve single Change Orders that do not exceed \$500,000 and that collectively do not exceed 70% of the Owner's Contingency Budget. Authority Commission approval is required for all other Change Orders."

**3. Effectiveness.** This First Amendment shall be effective upon execution.

**4. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

**5. Preservation of Agreement.** Except as expressly modified by this First Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

**TO EXECUTE THIS FIRST AMENDMENT,** the parties have caused their duly authorized representatives to sign below.

DESIGN-BUILDER Holder, Pankow, TEC - A Joint Venture

William R. Turpin, Chief Operating Officer Holder Construction Group, LLC

OWNER Burbank-Glendale-Pasadena Airport Authority

Emily Gabel-Luddy, President

Approved as to form:

Terence Boga, General Counsel

### PROFESSIONAL SERVICES AGREEMENT

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated February 7, 2023, for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and RDM International, Inc. ("Consultant"), a Virginia Corporation.

## RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: (i) design services for the rehabilitation of pavements on various runway shoulders, Runway 15 blast pad, and adjacent areas; and (ii) construction administration services for such project.

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

**NOW, THEREFORE,** the parties agree as follows:

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

- A. "Commencement Date": February 7, 2023.
- B. "Contract Administrator": Karen Sepulveda or a duly authorized designee.
- C. "Contract Amount": \$263,772.00.

D. "Executive Director": Frank R. Miller or a duly authorized designee.

E. "Expiration Date": June 13, 2023.

F. "Federal Requirements" the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.

G. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

H. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

J. "Services": the tasks set forth in the attached Exhibit A.

## 2. Services.

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

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

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

## 3. Term.

A. This Agreement shall commence on the Commencement February 7, 2023, and shall expire June 13, 2023, on the Expiration Date unless earlier terminated.

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

## 4. Compensation.

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

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

5. Independent Contractor Status. Consultant is and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.
**6.** Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

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

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

# 9. Indemnification.

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

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

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

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

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

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

Authority

Burbank-Glendale-Pasadena Airport Authority 2627 Hollywood Way Burbank, CA 91505 Attn: Karen Sepulveda E-mail: <u>ksepulveda@bur.org</u> Consultant RDM International, Inc. 43671 Trade Center Place. Suite, 140 Sterling, VA 20166 Attn: Peter Yip, PE E-mail: <u>pckyip@rdmintlinc.com</u>

**13. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's statement of qualifications 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.

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

RDM International, Inc.

Chairperson & President Vice President 

[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 Scope of Services

(attached)



Release Date: October 6, 2022

# **REQUEST FOR QUALIFICATIONS ("RFQ")**

The Burbank-Glendale-Pasadena Airport Authority is requesting Statements of Qualifications ("SOQs") from qualified and experienced firms to contract for:

#### RUNWAY SHOULDERS AND BLAST PAD REHABILITATION DESIGN HOLLYWOOD BURBANK AIRPORT PROJECT NUMBER E22-11

Q&A Deadline: All questions/requests for interpretation must be received by 5:00 p.m. on November 3, 2022, via the PlanetBids Q&A tab.

SOQS DUE: November 10, 2022, 4:00 P.M. VIA PLANETBIDS

By submitting an SOQ, respondent acknowledges receipt of all content of the RFQ 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-consultants, 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 SOQ and has the individual authority to submit this SOQ electronically on behalf of the entity and to bind the entity to all information set forth herein.

| Date<br>: |                       | Company<br>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 SOQ – LATE, EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

#### REQUEST FOR QUALIFICATIONS ("RFQ") RUNWAY SHOULDERS AND BLAST PAD REHABILITATION DESIGN HOLLYWOOD BURBANK AIRPORT PROJECT NUMBER E22-11

#### BACKGROUND

The Burbank-Glendale-Pasadena Airport Authority ("Authority") invites Statements of Qualifications ("SOQs") from highly qualified engineering firms to provide design services for the rehabilitation of pavements on various runway shoulders, Runway 15 blast pad, and adjacent areas ("Project") at Hollywood Burbank Airport ("Airport"). The pavements in these areas have exceeded their useful life and have deteriorated either by use or length of service. Refer to Attachment B for a sketch detailing the pavement areas included in the scope of the Project.

#### **OBJECTIVE**

The objective of this RFQ is to identify qualified, experienced engineering design firms that can provide:

- Detailed plans and specifications for the rehabilitation of approximately 550,000 square feet of existing asphalt runway shoulders, blast pad, and other miscellaneous paved areas.
- Bidding support and
- Professional engineering oversight during the construction process.

#### SCOPE OF CONSULTANT SERVICES

The selected firm ("Consultant") shall perform the entire scope of work ("Services") generally described in Attachment A – Scope of Services. These tasks shall be further defined during the negotiation process.

#### <u>FUNDING</u>

The tasks to be performed by the Consultant are eligible for reimbursement from the Federal Aviation Administration ("FAA") using funds from the Passenger Facilities Charges ("PFC") Program. The selection of a Consultant will be conducted in accordance with the Qualifications Based Selection process described by FAA Advisory Circular ("AC") 150/5100-14E. Required contract provisions, which must be included in sponsor prime contracts and flowed down to all subcontractors' contracts under this AIP guidance may be found in Exhibit D (AIP Project Federal Requirements) of the sample Professional Services Agreement ("PSA") set forth as Attachment C.

#### SELECTION PROCESS

The selection of a Consultant will be based on a Qualifications Based Selection procedure as described in FAA AC 150/5100-14E, Section 2.4. The Authority is combining the efforts of both an RFQ and RFP into this singular request (AC Section 2.9). Upon receipt of SOQs, they shall be evaluated based on the Selection Criteria listed within this RFQ, based on demonstrated competence and professional qualifications as defined in Section 2.8 of the AC.

The Authority will evaluate the submissions to determine if the SOQs demonstrate appropriate, adequate experience, a sound technical approach, and the ability to meet the objectives of the

Project. Based on this evaluation, the Authority will short-list no more than three Respondents to advance to the interview phase of the process. All Respondents submitting SOQs will be advised of their shortlist status via letter from the Authority. The Authority reserves the option to select a Consultant based on the submitted SOQs and forgo the interview phase entirely (AC Section 2.9.11).

However, if interviews are deemed necessary, the shortlisted Respondents will be invited to an oral interview conducted by the evaluation panel. If interviews of the shortlisted Respondents are conducted, the final score will be cumulative and include the SOQ at a maximum of 100 points, and the interview at a maximum of 50 points for a cumulative possible score of 150. During the interview, the shortlisted Respondents shall have their key personnel for the Project present and be prepared to present their qualifications, relevant experience and understanding of the Project and its objectives. The Respondent shall also be prepared to answer questions from the evaluation panel related to information provided in the SOQ.

The Authority will engage in negotiations with the highest ranked Respondent to determine cost and finalize scope and a contract. Respondents shall <u>not</u> include or reference cost, fees, or labor hours in any portion of the written or oral presentation.

#### CONTRACT AWARD

Contract award, if made, will be based on the results of the RFQ process and subsequent negotiation of services and a fair and reasonable price defined by the FAA's process as shown in the AC.

#### 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 (Tentative dates, subject to                                |                           |
|---|---------------------------|
| change)   | Date                      |
| RFQ Issued by Authority   | October 6, 2022           |
| Deadline for submission of written questions or requests for<br>clarification | November 3, 2022          |
| Statements of Qualification Due   | November 10, 2022         |
| Short-List Release  | November 17, 2022         |
| Interviews  | Week of November 28, 2022 |
| Engage in Negotiation with 1 <sup>st</sup> Selected Respondent                | December 2022             |
| Contract Award  | December 2022/January     |
|   | 2023                      |

#### PRE-SUBMISSION CONFERENCE AND INQUIRIES

There will not be a pre-submission conference or jobsite tour. Any inquiries or requests for interpretation concerning this procurement must be in writing and submitted through the Authority's e-procurement website portal, PlanetBids, via the Q&A tab. All communications during the procurement process shall be to the exclusive attention of Semija Bolton, Senior Procurement Specialist through the PlanetBids portal. Any substantive replies will be issued as a written addendum and posted on PlanetBids. Questions posted via any other method will not be considered. No questions or requests for interpretation related to the RFQ will be accepted

#### after 5:00 P.M., November 3, 2022.

#### SOQ CONTENT REQUIREMENTS

The SOQs shall demonstrate Respondent's significant, in-depth knowledge, past performance, and experience relating to the Scope of Services as outlined in Attachment A. Respondents are required to follow the format and assemble their SOQ as specified below. The content of the SOQ must be clear, concise, and complete. SOQs not submitted in the manner described herein may be considered non-responsive and be subject to rejection. Each section of the SOQ shall be organized and correlate with the following sections:

- Cover Letter / Executive Summary (2 pages maximum):
  - Submit a cover letter of introduction that states the firm's name, current physical street address, phone number, company size, number of years in business and resources. The cover letter must include the contact person's information including email address and phone number and must be signed by an authorized representative of the firm. The executive summary shall describe how your firm can provide the services needed by the Authority.
- Experience/References and Past Performance:

Demonstrate Respondent's significant, in-depth knowledge, past performance and experience relating to the services outlined in Attachment A – Scope of Services. Respondent shall describe at least three medium hub or larger airport airfield pavement design projects completed within the last five years for Part 139 certificated airports other than Hollywood Burbank Airport. If more than three reference projects are submitted, only the first three listed reference projects will be considered for evaluation. For each referenced project Respondent must include:

- 1. Client names and addresses
- 2. Client contact person(s) with telephone and email
- 3. Summary description of the scope of the project
- 4. Estimated and actual construction cost (if available)
- 5. Project delivery method (traditional, CMAR, design-build, etc.)
- 6. Project Schedule Summary
- 7. Detailed list of Respondent's responsibilities
- 8. Duration of Respondent's contract and relationship to project schedule
- 9. Peak staff assigned to project who were employees of Respondent and separately indicate the number of subcontractor employees managed by Respondent.
- 10. Describe Respondent's contribution to achieving the client's objectives and successfully delivering the project.
- 11. Describe a specific challenge and how Respondent contributed to the successful resolution of the challenge.

In addition to the reference projects, please provide a list or table that describes Respondent's experience with AIP funded projects completed in the last 10 years and the specific type of services provided. Include the following information:

- 1. Project Title/Description
- 2. Airport
- 3. Construction Cost
- 4. Respondent's contract value

- 5. Respondent's role (Owner's Representative, Designer, Construction Manager, etc.)
- 6. Specific services provided
- Project Team:

Provide an organization chart showing all names, titles and roles of individuals that will be assigned to this Project. Identify key members of the project team; highlight each team member's role and explain the relevance of his/her expertise and experience as it relates to the Project's objectives/tasks outlined in the Scope of Services; include location where each team member is based.

Provide resumes of all project team members and other key personnel anticipated to be assigned to the Authority, including any professional registration information (include California Professional Engineer (PE) registration information), appropriate certifications or other similar, pertinent credentials. For each proposed team member, indicate their involvement in the projects provided as references.

Respondent shall identify all sub-consultants it intends to use and the relevant experience and qualifications of such sub-consultants, including each firm's physical street location address, license information, other relevant credentials, background information supporting Respondent's decision to utilize the identified sub-consultant, and the percentage of the overall scope of work that each subcontractor will perform.

• Project Understanding:

The Respondent shall describe its understanding of project objectives outlined in the Scope of Services. SOQ shall indicate Respondent's proposed approach to design of the project elements and how the proposed approach allows Respondent to deliver design consistent with the defined project objectives.

Professional Services Agreement/Insurance

Confirm that Respondent will execute the Authority's sample Professional Services Agreement ("PSA"). A copy is attached as Attachment C. Respondent may suggest modifications to the terms and conditions of the agreement and include these revisions in the SOQ. Any PSA modification requests not included in the SOQ shall not be considered. Provide a sample certificate of insurance which verifies that the required insurance coverage will be met. The requirements are listed in Exhibit C of the PSA.

# EVALUATION SELECTION CRITERIA (100 PTS)

The selection of the short list of Respondents will be based on scoring of the SOQs received and points will be awarded by the evaluation panel as indicated below based on the information submitted in the SOQ content requirements listed above:

#### SC-1 AIRPORT PAVEMENT DESIGN EXPERIENCE (40 pts.)

Respondent provided three verifiable reference projects reflecting successful experience in providing design services for AIP funded airport pavement rehabilitation projects. SOQ included all requested details for the supplied reference projects. Reference projects demonstrate the Respondent's capabilities to provide design services for the Scope of Services outlined in Attachment A. A list of AIP funded projects completed in the last 10 years was provided as requested.

SC-2 PROJECT TEAM (40 pts.)

SOQ demonstrated proposed project team has the relevant experience and expertise to provide the services outlined in Scope of Services. Proposed team members held similar roles in the referenced projects. SOQ provided all requested information for proposed team members and sub-consultants.

#### SC-3 PROJECT UNDERSTANDING (20 pts.)

The SOQ demonstrated the Respondent's thorough understanding of the Authority's objectives. The proposed approach demonstrated an understanding of the design process for AIP funded projects, airfield pavement rehabilitation design and unique characteristics associated with projects to be built within an operating airfield.

#### 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 Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### TAX DELINQUENCY AND FELONY CONVICTIONS CERTIFICATION

Respondents shall complete and submit with their SOQ the Tax Delinquency and Felony Convictions Certification set forth at Attachment D.

#### ADDITIONAL CONSULTANT RESPONSIBILITIES

- 1) During the negotiation phase, Respondent must submit, upon request, to the Authority an audited statement of overhead and indirect costs.
- 2) Additional forms, if any, provided by the Authority shall be executed by the Respondent's authorized representative and submitted electronically as an attachment via PlanetBids under the General Attachments tab. Note: Failure to use the Authority's form(s), provide a signature, or provide all requested forms electronically, will disqualify the Respondent. Any Requests for Clarification must be requested via the PlanetBids Q&A tab by the Q&A deadline.
- 3) Personnel assigned to the Authority must not be changed for the entire duration of the project without the advance written approval of the Authority's Project Manager.

#### PUBLIC RECORD

The Authority is subject to the California Public Records Act ("CPRA"), which generally provides that SOQs submitted to public agencies are disclosable Public Records once a contract award has been agendized for consideration at a public meeting. Respondent shall conspicuously identity any portion of its SOQ that it considers to be a trade secret. In the event of a CPRA request for a SOQ containing trade secrets, at its sole discretion the Authority may provide the subject Respondent notice and an opportunity to either: (i) agree to defend and indemnify the Authority against liability for nondisclosure of Respondent's trade secrets; or (ii) file an action to prevent disclosure of Respondent's 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 award. The Authority reserves the right to evaluate the qualifications of Respondents, based on experience and past performance of references provided, described ability, suitable and appropriate credentials, both for principals of the prime firm as well as employees or subcontracted support, 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 the opportunity, or to reject any or all submissions, for any reason at its sole discretion, at any time prior to award, or to waive any informalities or technical defects as the interests of the Authority may require. Respondents shall bear their own SOQ preparation and travel costs. Debrief requests will not be entertained but a final evaluation score sheet broken down by selection criteria category will be published. This solicitation is not a commitment to contract, a promise nor an authorization to contract for or purchase required resources, nor does it authorize commencement of any order or project. All submissions must be valid for evaluation and acceptance for 120 days from the submission deadline.

#### SOQ FORMAT AND SUBMISSION

The SOQs shall be submitted electronically to the Authority by uploading to the PlanetBids website by 4:00 p.m. on November 10, 2022. Late, emailed, faxed, or hand delivered submissions will not be accepted. The SOQ shall be in a .pdf format.

The SOQs shall not contain more than 50 pages, excluding dividers. The SOQs shall be submitted with a cover letter that states the firm's name, current physical street address, phone number, company size and resources. The cover letter must include the contact person and is signed by an authorized representative of the firm. The SOQs shall be divided into tabbed sections to correspond with the selection criteria.

Submissions shall be addressed to:

Burbank-Glendale-Pasadena Airport Authority Attention: Semija Bolton Senior Procurement Specialist Ref: E22-11 – Runway Shoulders and Blast Pad Rehabilitation Project Design 2627 North 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 Respondent. Data may be "saved" (preliminary) or "submitted" (final), revised and withdrawn up to the closing deadline. You will receive a confirmation after final "submitting" of an e-bid. SOQs must be fully uploaded and e-bid confirmation received prior to deadline. Therefore, plan response time accordingly. The Authority strongly recommends you research the "Place E-bid" tab prior to submission in order to understand how the components of your response are to be uploaded in the General Attachments and Response File tabs.

#### Attachments:

• Attachment A – Scope of Services

- Attachment B Proposed Pavement Rehabilitation Areas
- Attachment C Professional Services Agreement
- Attachment D Tax Delinquency and Felony Convictions Certification

### EXHIBIT B Fee Schedule

(attached)



# **RDM International, Inc.**

Engineering Technology Research

December 23, 2022

Burbank-Glendale-Pasadena Airport Authority Attention: Semija Bolton Senior Procurement Specialist 2627 North Hollywood Way Burbank, CA 91505 Phone: 818-333-6067 E-mail: <u>sbolton@bur.org</u>



# RE: RFQ E22-11 Runway Shoulders and Blast Pad Rehabilitation Design Services at the Hollywood Burbank Airport (BUR)

Dear Semija Bolton,

In accordance with the above referenced request for proposal, RDM International, Inc. (RDM) is hereby submitting our scope and fee to perform the requested work.

Included herein is our estimated lump sum fee derivation for the work to be performed by each of the RDM team members to complete the required services. The proposed lump sum fee is \$263,772.

Sincerely, RDM International, Inc.

Christopher S. Decker, PE Project Manager – Vice President cdecker@rdmintlinc.com

Enclosures

Cc: Peter Yip, PE – RDM Tom Lee, PE – RDM David Stromberg, PE - RDM

### **Distribution of Work**

The work for this project will be distributed between members of the RDM team as follows:

| Company  | Role   |
|--|--|
| Engineering Technology Research                    | Prime Consultant; Project Management; Design Management;<br>Client Interaction; Design Development; Construction<br>Administration; Civil & Pavement Engineering; Phasing &<br>Scheduling; Cost Estimating and Budget Development; Overall<br>QA/QC; Value Engineering |
| STRONG WES WAGNER<br>ENGINEERING<br>& SURVEY, INC. | Land Survey & Mapping – Surveying in accordance to FAA AC 150/5300-16A,17B & 18B   |
| Every Project Matters www.macomponies.com          | Geotechnical Engineering   |

# Design Fee

Attached is the scope of design services and associated labor hour estimate breakdown including the summary of direct expenses for this task for your review and approval.

| Firm   | <u>Fee</u>    |  |  |
|--------|---------------|--|--|
| RDM    | \$ 172,240.70 |  |  |
| WAGNER | \$ 64,251.00  |  |  |
| RMA    | \$ 27,280.00  |  |  |
| Total  | \$ 263,771.70 |  |  |

The total lump sum fee requested for this work is **\$263,772**.

Our QC process allocated fee in this proposal is \$14,240 which represents 5.4% of the total budget.

#### EXHIBIT C Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### EXHIBIT D AIP Project Federal Requirements

### 1. Access to Records and Reports

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

### 2. Breach of Contract Terms

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

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

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

# 3. <u>General Civil Rights Provisions</u>

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

# 4. <u>Civil Rights – Title VI Assurance</u>

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

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

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

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

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

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

1. Withholding payments to Consultant under the contract until Consultant complies; and/or

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

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

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

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

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

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

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

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

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

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

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

# 5. <u>Clean Air and Water Pollution Control</u>

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

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

### 6. <u>Contract Workhours and Safety Standards Act Requirements</u>

A. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (A) of this clause, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

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

### D. Subcontractors.

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

# 7. Certification of Offeror/Bidder Regarding Debarment

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

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

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

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

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

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

#### 8. <u>Disadvantaged Business Enterprises</u>

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

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

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

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

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

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

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

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

#### 9. <u>Distracted Driving</u>

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

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

#### 10. <u>Energy Conservation Requirements</u>

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

# 11. Federal Fair Labor Standards Act

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

# 12. <u>Certification Regarding Lobbying</u>

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

# 13. Occupational Safety and Health Act

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

any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### 14. <u>Termination of Contract</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Defaults on its obligations under this agreement;

b. Fails to make payment to Consultant in accordance with the terms of this Agreement;

c. Suspends the Project for more than [180] days due to reasons beyond the control of Consultant.

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

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

#### 15. <u>Trade Restriction Certification</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 16. <u>Veteran's Preference</u>

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

By submitting an SOQ, respondent acknowledges receipt of all content of the RFQ 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-consultants, 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 SOQ and has the individual authority to submit this SOQ electronically on behalf of the entity and to bind the entity to all information set forth herein.

| Date<br>: November 10, 2022 | Company<br>Name: | Company<br>Name: RDM International, Inc. |                  |
|-----------------------------|------------------|--|------------------|
| · Philipp                   | Peter            | Yip                                      | President        |
| *Authorized Signature       | Name             |  | Title            |
| Chartell & M                | chrise           | topher S.                                | Peckor 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 SOQ – LATE, EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

# **Burbank Glendale Pasadena Airport Authority** Hollywood Burbank Airport Runway Shoulders & Blast Pad Rehabilitation





# **Statement of Qualifications**

#### Prepared for:

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

Proposal No: E22-11

**Proposal Date:** November 10, 2022

# Prepared by:

RDM International, Inc. 43671 Trade Center Place Suite 130 Sterling, VA 20166 www.rdmintlinc.com





# **RDM International, Inc.**

Engineering Technology Research

November 10, 2022

Burbank-Glendale-Pasadena Airport Authority Attention: Semija Bolton Senior Procurement Specialist Ref: E22-21 Runway Shoulders and Blast Pad Rehabilitation Project Design 2627 North Hollywood Way Burbank, CA 91505 Phone: 818-333-6067 E-mail: sbolton@bur.org

# RE: E22-11 Runway Shoulders and Blast Pad Rehabilitation Project Design

Dear Members of the Selection Committee,

The RDM Team appreciates the opportunity to submit our Statement of Qualifications (SOQ) in response to your Request for Qualifications (RFQ) to provide design and construction administration services for the Runway Shoulders and Blast Pad Rehabilitation at the Hollywood Burbank Airport (BUR).

To assist in the Burbank-Glendale-Pasadena Airport Authority's (BGPAA) review and evaluation of our SOQ, we have structured it to respond directly to the requests included in the RFQ and formatted it, where applicable, according to the current version of Form SF330, Architect-Engineer Qualifications, distributed by the U.S. General Services Administration (GSA).

RDM International, Inc. (RDM) is a Small Business Enterprise (SBE), civil engineering firm of 26 professionals that has been in business since 1987 (35 years). We are pleased to respond to the subject RFQ as the Prime Consultant leading a team of professional engineering firms. Our Team contains many of the same core personnel that have worked with the BGPAA on previous successful projects, including Chris Decker as project manager; Tom Lee as airside engineer; Mat Diffin as pavement engineer; and Shirin Mathakari as the Engineer of Record; and the full design team for construction administration services.

We are joined by highly qualified engineering firms that bring both local and national expertise specific to the project needs, and like RDM, are familiar with your Airport. RDM is joined by:

- → RMA Group (Rancho Cucamonga, CA), a locally-based geotechnical engineering firm. Team continuity is maintained as we previously worked together on six (6) independent BUR projects.
- → Wagner Engineer & Survey, Inc. (Northridge, CA), a WBE/DBE/SBE/CBE Los Angeles firm dedicated to providing quality survey, mapping, land planning and civil engineering services that has also worked at BUR.

The RDM Team's strong working relationship and shared understanding of the project will ensure the BGPAA that our team will provide technically and financially sound deliverable products. There are several factors that demonstrate the RDM Team is the most qualified to respond to the needs of this assignment. These factors include but are not limited to:

SC-1 Airport Pavement Design Experience – RDM has significant, in-depth knowledge based on past performance and successful experience, including BUR, in providing design services for AIP-funded airport pavement rehabilitation projects. We have included three (3) projects to illustrate our recent design service experience related to the Scope of Services in Attachment A at Part 139 certificated airports other than those completed at BUR. More half of the airports that we serve are active Part 139 certificated airports (including BUR). Thus, we are keenly familiar with FAA criteria related to Part 139 airports relative to safety, security, and design standards.

SC-2 Project Team – Our Project Manager is Christopher Decker, PE. Chris has managed each of the projects we've delivered to the BGPAA since 2015. Chris has 30 years of experience in pavement evaluation, design, and construction. He is an industry-recognized subject matter expert. Chris was recently recognized as the 2020 Airfield Pavement Practitioner of the Year by the American Society of Civil Engineers, an award he was nominated for by his peers and clients, including those



at the Federal Aviation Administration's William J. Hughes Technical Center in Atlantic City where he has provided invaluable insight and expertise into the development of FAA design standards.

The key personnel supporting Chris are detailed in the body of our SOQ. The RDM Team understands aviation and the importance of airport operations to the everyday contribution to the financial success of the airport. We will utilize our in-depth aviation experience and the knowledge we have of BUR to provide the best design service.

SC-3 Project Understanding – RDM delivered the BUR Airport Pavement Management System in 2018 and can assist the BGPAA in confirming the recent Pavement Condition Indexes (PCI) developed by BUR. As we typically provide on our pavement design projects, RDM is experienced and qualified to provide multiple pavement design alternatives and a Life Cycle Cost Analysis (LCCA) to assist the BGPAA in selecting a pavement design that will maximize the return on their investment and achieve project objectives. Coupled with RDM's vast civil engineering design service experience at BUR (E15-01, E16-19, E17-08, E17-18, E18-20, E19-13, and E21-01) we will effectively utilize our knowledge and lessons learned to streamline the design process and produce cost savings for the BGPAA.

RDM offers you a highly qualified and readily available team of professionals with the flexibility and local responsiveness dedicated to delivering this project successfully. We understand the purpose of this project and possess the vast experience to perform the work outlined in Attachment A – Scope of Services. We recognize the importance of the construction phasing to minimize impacts to airfield operations and we will execute the work in a responsive and cost-effective manner. Our Team's experience on similar projects throughout the country, as well as at BUR, will enable us to continue providing exemplary client service to the BGPAA in all facets of the project. Many of our key personnel have effectively executed airfield assignments at BUR as well as at many other airports for the past 35 years. Our Team has the requisite experience in coordination with airport operations, security procedures, technical approach and management procedures necessary to successfully perform this project.

Our Team has the specialized experience and technical competence to successfully execute this important contract. After reviewing our qualifications, we believe you will agree that this is the team to tackle the Taxiway C and Shoulders Rehabilitation at BUR.

Thank you for the time you have taken to review our SOQ. If you have any questions, please do not hesitate to contact me at 703-709-2540. We look forward to the opportunity to serve the BGPAA on this very important project.

Sincerely,

Peter Yip, PE

President RDM International, Inc. 43671 Trade Center Place Suite 130 Sterling, VA 20166 T: 703.709.2540 E: pckyip@rdmintlinc.com



# SC-1 AIRPORT PAVEMENT DESIGN EXPERIENCE

# **AIRPORT PAVEMENT DESIGN EXPERIENCE**

RDM International, Inc. (RDM), doing business as RDM Professional Services in the State of California, is excited for the opportunity to continue serving the Burbank-Glendale-Pasadena Airport Authority (BGPAA) as the Prime Consultant for the design and construction of the Runway Shoulders and Blast Pad Rehabilitation (E22-11). For the past 7 years we have greatly appreciated the trust you have placed in RDM by selecting us to deliver several projects for the BGPAA as the Prime consultant or a key subconsultant.

RDM is uniquely qualified for this project. With our vast experience providing pavement design and construction support at the Hollywood-Burbank Airport (BUR), we can seamlessly assist the BGPAA in repairing the pavement areas included in this project in a cost-effective manner. As illustrated in the graphic on the next page, the pavement rehabilitation areas included in this project are adjacent to most of the pavement rehabilitation projects RDM has completed since 2015. In addition to the vast amount of pavements we have helped rehabilitate at BUR, we also completed an Airport Pavement Management System Implementation in 2018, providing essential data on the condition of all pavements including the Runway shoulders and blast pads.

While we have been, and will continue to be, dedicated to helping the BGPAA achieve the goals and objectives of each pavement rehabilitation project, we have also provided similar services at many airports throughout the Los Angeles metropolitan area, other California airports, the FAA's Western Pacific region, and the entire U.S as illustrated below. RDM has provided pavement evaluation and design as well as construction support services at Los Angeles International Airport (LAX) on the Runway 6L-24R Repair, the Runway 8R-26L Keel Repair at Ontario International Airport (ONT), and Taxiways A and B Rehabilitation at Van Nuys Airport (VNY).



(as Prime and/or Subconsultant)


RDM Projects at BUR Since 2015

|   | F. EXAMPLE PROJ                         | JECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S 20. EXAMPLE PROJECT  |  |                             |                         |   | AMPLE PROJECT KEY<br>NUMBER  |  |
|---|---|--|--|-----------------------------|-------------------------|---|--|--|
|   | QU                                      | IALIFICAT  | IONS FOR THIS CO   | DNTRACT                     |                         |   | 1  |  |
| 21. TI  | TLE AND LOCATION (City and State)       | )  |  |                             |                         | 22. YEAR (  | COMPLETED  |  |
| Hold  | dpad for Runway 28L Taxil               | lane Rehat   | ilitation   John Glen  | n Columbus                  | PROFESSIONAL S          | SERVICES  | CONSTRUCTION ( <i>if applicable</i> )  |  |
| Inte  | rnational Airport (CMH)   (             | Joiumbus,  |  |                             | 2022                    |   | 2022   |  |
|   |   | _  | 23. PROJECT  | OWNER SINFORMAT             |                         |   |  |  |
| a. PR   | OJECT OWNER / ADDRESS                   | uthority   |  | b. POINT OF CONTACT NAME    | c. P0                   |   | FACT PHONE NUMBER   EMAIL  |  |
| 460   | 0 International Gateway, (              | Columbus,  | OH 43219   | Eric Hensley, PE            | ehe                     | nsley@co  | 2  <br>olumbusairports.com   |  |
| 24. BI  | Summary of Droject                      |  | e toom of 4 firms to   | ude scope, size, and cost)  | nuction                 |   |  |  |
|   | Summary of Project:                     | support s  | ervices for a 1,200 L  | F of taxilane & should      | ruction<br>er pavement. |   | F + HOLD PAD   |  |
|   | RDM Responsibilities:                   | <ul> <li>70%,</li> <li>Paver</li> <li>Prepa</li> <li>Const</li> <li>Engin</li> <li>Devel</li> <li>Qualit</li> <li>Bid/av</li> <li>Const</li> </ul>   | 70%, 90%, 100%, and Bid Set design package development<br>Pavement inspection, evaluation, design<br>Prepare construction cost estimate and schedule<br>Construction Safety Phasing Plan (CSPP) and FAA Form 7460<br>Engineers Design Report development<br>Develop front end and technical specifications<br>Quality Control reviews<br>Bid/award services<br>Construction Support Services |                             |                         |   |  |  |
| E   | st. Construction Cost:                  | \$768,981  | 68,981   |                             |                         |   |  |  |
| Act   | ual Construction Cost:                  | \$695,038  | 695,038  |                             |                         |   |  |  |
|   | Delivery Method:                        | Traditiona   | al (design-bid-build)  |                             |                         |   |  |  |
|   | Schedule Summary:                       | 08/2021-1  | 12/2022 (Design) and   | d 5/2022-7/2022 (constr     | ruction phase s         | ervices)  |  |  |
|   | RDM Staff Assigned:                     | Burgess;   | Decker, Diffin, R. Hi  | nes, S. Hines, Lee, Stro    | omberg, Witaco          | onis, Xie   |  |  |
|   | Subcontractor Staff:                    | 4  |  |                             |                         |   |  |  |
| (   | Contribution to Client's<br>Objectives: | Client's The taxilane between connector Taxiways C1 and D1 had deteriorated over time and required rehabilitation. RDM performed a pavement investigation and evaluation to determine the appropriat rehabilitation strategy for both the taxilane and associated shoulder pavements. Based on the condition of the pavement and the anticipated aircraft usage, a 4" mill and overlay was recommend to extend the life of the pavement in the most cost-effective manner for the Authority. |  |                             |                         |   | time and required<br>termine the appropriate<br>nts. Based on the<br>rerlay was recommended<br>uthority. |  |
| Challenge and<br>Resolution:<br>During construction of the shoulder pavement, the outside edge of the milled shoulder provide in a soft yielding manner, which caused pavement failure in the form of rutting and remaining AC to break up. This failure was unexpected and may have been related to a AGBS and subgrade caused by a high moisture content in the lower layer materials at the construction and may have been made worse with the weight of the contractor's equipmer rainfall total for the month of May alone (6.33") was nearly double the normal monthly radius 3.22". To correct the structural failure and moisture related issues, the recommended reference to the FAA P-207 Full-Depth Reclamation (FDR) of In-Place AC / AGBS process and perfor AC overlay for the outer 20-feet of the shoulder. FDR provided a drying and bonding co existing materials to create a fully stabilized base layer prior placement of the AC Overla |   |  |  |                             |                         | shoulder pavement<br>of rutting and the<br>related to a saturated<br>aterials at the time of<br>or's equipment. The<br>monthly rainfall total of<br>mended repair included<br>as and perform a new<br>conding component to<br>a AC Overlay. |  |  |
|   |   |  | 25. FIRMS INVO   | LVED WITH THIS PRO          | DJECT                   |   |  |  |
|   | (1) FIRM NAME                           |  | (2) FIRM LOCATION (City an   | nd State)                   |                         | (3) ROLE  |  |  |
| а.  | RDM International, Inc.                 |  | Sterling, VA; Clearv<br>TX; Philadelphia, P  | vater, FL; Columbus, O<br>A | H; Houston,             | Prime   |  |  |

| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S   |  |   |  |  |   |  | AMPLE PROJECT KEY<br>NUMBER   |
|---|--|---|--|--|---|--|---|
|   | QL   | JALIFICATI  | ons for this co  | ONTRACT  |   |  | 2   |
| 21. T   | ITLE AND LOCATION (City and State)   | )   |  |  |   | 22. YEAR (   | COMPLETED   |
| Pa  | ement Rehabilitation fo  | r Position  | 350 & Hold Bay 15  | 5   Ronald Reagan  | PROFESSIO   | NAL SERVICES   | CONSTRUCTION (if applicable)  |
| Wa  | shington National Airpo  | ort (DCA)   A   | Alexandria, VA   |  | 2   | 2021   | 2021  |
|   |  |   | 23. PROJECT  | OWNER'S INFORMA  | TION  |  |   |
| a. PR   | OJECT OWNER / ADDRESS  |   |  | b. POINT OF CONTACT NAME   |   | c. POINT OF CONT   | ACT PHONE NUMBER   EMAIL  |
| Me<br>1 A   | Metropolitan Washington Airport Authority<br>1 Aviation Circle, Washington, D.C. 20001 |   |  | Mark Puttock, PE   |   | 703.417.8189<br>mark.puttock   | <br>@mwaa.com   |
| 24. B   | RIEF DESCRIPTION OF PROJECT A  | ND RELEVANCE  | TO THIS CONTRACT (Incl   | ude scope, size, and cost)   |   |  |   |
|   | Summary of Project:  | RDM anal<br>and expan<br>conversior   | yzed and provided on<br>sion of the Runway<br>of parking Positior  | design alternatives for<br>15 hold bay, including<br>1350 from AC to PCC   | the rehab<br>the  |  |   |
|   | RDM Responsibilities:  | <ul> <li>30%, 6</li> <li>Prepar</li> <li>Engine</li> <li>Develo</li> <li>Quality</li> <li>Bid/aw</li> <li>Constr</li> </ul> | 00%, 100%, and Bic<br>e construction cost<br>eers Design Report<br>op front end and tec<br>( Control reviews<br>ard services<br>uction Support Servi                                       | I Set design package d<br>estimate and schedule<br>development<br>hnical specifications<br>vices   | evelopmen   | t Runwa  | y 15 Hold Bay Plan  |
| E   | Est. Construction Cost:  | \$1.75M   |  |  |   |  |   |
| Act   | ual Construction Cost:   | \$1.82M   |  |  |   | A) and a control of charter  |   |
|   | Delivery Method:   | Traditional   | (design-bid-build)   |  |   | Pavem  | ent Rehab Design  |
|   | Schedule Summary:  | 09/2020-0   | 03/2021 (Design) &   | 05/2021-10/2021 (Con   | struction Pl  | hase Services  | 3)  |
|   | RDM Staff Assigned:  | Boyd, Burg  | gess; Decker, S. Hir   | nes, Lee, Maldet, Math   | akari, Stron  | nberg, Witaco  | nis, Xie  |
|   | Subcontractor Staff:   | n/a   |  |  |   |  |   |
| Contribution to Client's Objectives: RDM's preliminary design focused on repair s majority of the apron pavement was in "Poor" conducted by RDM for the 2019 APMS Updat while most of parking Position 350 is Asphalt requiring rehabilitation to accommodate the provide the |  |   |  |  | s within the<br>ry Poor" co<br>I Bay 15 is<br>ete (AC). R<br>d aircraft fle   | e MWAA's cor<br>ndition based<br>Portland Cerr<br>RDM identified<br>eet mix at Par   | nstruction budget. A<br>on an evaluation<br>pent Concrete (PCC)<br>all pavement areas<br>king Position 35O.   |
|   | Challenge and<br>Resolution:   | A future re<br>Therefore,<br>condition of<br>until a fina<br>pavement<br>existing A0<br>structure for<br>consistence        | ealignment of adjace<br>the objective for th<br>of all pavements, ex<br>I realignment can b<br>exists, a long-term<br>C surface. Previous<br>or the rehabilitation<br>cy with adjacent par | ent Taxiway N is planne<br>e rehabilitation of Hold<br>pand Hold Bay 15 in th<br>e configured. In the loc<br>solution has been deve<br>patching repair was in<br>of Parking Position 35<br>king positions which ha | ed that will i<br>Bay 15 was<br>le interim and<br>ation where<br>eloped. Rut<br>effective. The<br>O was deve<br>ave been re | mpact the ged<br>s to improve t<br>nd provide 5 y<br>e the current f<br>ting was a rep<br>herefore, a PC<br>eloped. The fin<br>shabilitated ov | ometry of Hold Bay 15.<br>he current functional<br>years of operational life<br>Parking Position 350<br>petitive issue for the<br>CC surface pavement<br>hal design provides<br>er the past 10 years. |
|   |  |   | 25. FIRMS INVO   | LVED WITH THIS PRO   | DJECT   |  |   |
| a.  | RDM International, Inc.  |   | Sterling, VA; Clearv<br>Philadelphia, PA   | vater, FL; Columbus, O   | H;  | Prime - F<br>Design; (<br>Services   | Planning; Civil/Electrical<br>Construction Phase<br>; Project Management  |

|  | F. EXAMPLE PROJ                                       | ECTS WH  | RATE PROPOSED TE  | AM'S  | 20. EX/   | AMPLE PROJECT KEY<br>NUMBER  |   |  |
|--|---|--|---|---|---|--|---|--|
|  | QL  | IALIFICAT  | IONS FOR THIS CO  | DNTRACT   |   |  | 3   |  |
| 21. T  | ITLE AND LOCATION (City and State)                    | )  |   |   |   | 22. YEAR (   | COMPLETED   |  |
| Car  | go Apron Expansion   S                                | acrament   | o International Air   | port (SMF)  | PROFESSIONA                                       | L SERVICES   | CONSTRUCTION (if applicable)  |  |
| Sac  | cramento, CA  |  |   |   | 202   | 21   | 2022  |  |
|  |   |  | 23. PROJECT   | OWNER'S INFORMA   | TION  |  |   |  |
| a. PR  | OJECT OWNER / ADDRESS                                 |  |   | b. POINT OF CONTACT NAME  | с.  | POINT OF CONT  | ACT PHONE NUMBER   EMAIL  |  |
| Sac<br>690   | cramento County Departm<br>10 Airport Boulevard, Sacr | ent of Airp<br>amento, C   | oorts<br>A 95837  | Sean Papathakis, PE   | 91<br>pa  | 16.874.0492<br>apathakiss@   | 2  <br>@saccounty.net   |  |
| 24. B  | RIEF DESCRIPTION OF PROJECT A                         |  | e to an of 4 professi   | ude scope, size, and cost)  |   |  |   |  |
|  | Summary of Project:                                   | rehabilita<br>include th   | tion and expansion of a parki   | onal nime to design the<br>of the cargo apron pave<br>ng positions.                   | ement to  |  |   |  |
|  | RDM Responsibilities:                                 | <ul> <li>30%,</li> <li>Prepa</li> <li>Consi</li> <li>Engin</li> <li>Devel</li> <li>Qualiti</li> <li>Bid/av</li> <li>Consi</li> </ul> | 30%, 60%, 100%, and Bid Set design package development<br>Prepare construction cost estimate and schedule<br>Construction Safety Phasing Plan (CSPP) and FAA Form 7460<br>Engineers Design Report development<br>Develop front end and technical specifications<br>Quality Control reviews<br>Bid/award services<br>Construction Support Services |   |   |  |   |  |
| E  | Est. Construction Cost:                               | \$10.77M   | \$10.77M  |   |   |  |   |  |
| Act  | ual Construction Cost:                                | \$9.25M  | \$9.25M   |   |   |  |   |  |
|  | Delivery Method:                                      | Traditiona   | al (design-bid-build)   |   |   |  |   |  |
|  | Schedule Summary:                                     | 08/2020-   | 08/2021 (Design) an   | d 10/2021-12/2022 (co   | nstruction pha                                    | ase service  | s)  |  |
|  | RDM Staff Assigned:                                   | Boyd, Bu   | rgess; Decker, Diffin   | , Goucher, S. Hines, Le   | e, Maldet, Ma                                     | athakari, St   | romberg, Witaconis, Xie   |  |
|  | Subcontractor Staff:                                  | 6  |   |   |   |  |   |  |
| (  | Contribution to Client's<br>Objectives:               | Design to<br>Included<br>Phase 2<br>new Vehi   | expand and modify<br>initial planning and c<br>work to the west of the<br>cle Service Road (V   | the West Cargo Apron<br>lesign to incorporate in<br>he project site to assist<br>SR). | to include pa<br>itial layout and<br>the Departmo | arking for up<br>d grading a<br>ent by settir  | o to four (4) positions.<br>ssociated with planned<br>ng the elevation of the         |  |
| Challenge and<br>Resolution: Design expansion and modification of West Cargo Apron to expand the apron pavement<br>parking for up to four (4) positions and reconstruct GSE pavement to accommodate Air<br>positions and associated GSE operations with the new configuration. Goal is to extend<br>pavement to include the taxiway fillet for Cargo 1 position and extend impervious paver<br>a new vehicle service road. The design phasing addresses the need to maintain acces<br>cargo apron equipment and aircraft access to adjacent tenants south of the work area<br>construction period. Also, requires filling in a ditch while maintaining working stormwate |   |  |   |   |   | n pavement to include<br>nodate Aircraft parking<br>to extend impervious<br>ious pavement to include<br>tain access to existing<br>work area throughout the<br>stormwater functions. |   |  |
|  |   |  | 25. FIRMS INVO  | DLVED WITH THIS PRO   | OJECT   |  |   |  |
|  | (1) FIRM NAME   |  | (2) FIRM LOCATION (City an  | nd State)   |   | (3) ROLE   |   |  |
| a.   | RDM International, Inc.                               |  | Sterling, VA; Clearv<br>TX; Philadelphia, P   | vater, FL; Columbus, O<br>A   | H; Houston,                                       | Prime - F<br>Construc<br>Project N   | Prime - Planning; Civil Design;<br>Construction Phase Services;<br>Project Management |  |

A list of AIP-funded projects RDM has supported in the past 10 years is provided in Table 1.

#### Table 1: AIP-Funded Project Experience (2013-present)

Note: 'n/a' for construction cost indicates RDM's role was as a subconsultant and only included design related services

| Project Title/Description                                   | Airport / Facility                      | Construction<br>Cost                         | Contract<br>Value | Role  | Services Provided   |
|---|---|--|-------------------|-------|---|
| Runway 2-20 Extension                                       | Columbia<br>Regional                    | n/a  | \$112,740         | Sub   | Pavement Evaluation and Design                                  |
| Taxiway D Rehabilitation                                    | Piedmont Triad<br>International         | TBD  | \$53,656          | Sub   | Pavement Evaluation and Design                                  |
| South Crossfield Taxiway and Deicing Pad                    | Charlotte-<br>Douglas<br>International  | n/a  | \$743,144         | Sub   | Pavement Evaluation and<br>Design; Civil Engineering<br>Support |
| Taxiway A Rehabilitation                                    | Ohio State<br>University Airport        | TBD  | \$183,261         | Prime | Engineering design services                                     |
| Holdpad for Runway 28L<br>Taxilane Rehabilitation           | John Glenn<br>Columbus Int'l            | \$695K                                       | \$123,471         | Prime | Engineering design services and construction phase services     |
| Taxiway C and Shoulders<br>Rehabilitation                   | Hollywood<br>Burbank Airport            | \$2.8M                                       | \$366,316         | Prime | Engineering design services and construction phase services     |
| T-Hangars G,H,I Apron<br>Rehabilitation                     | Bolton Field                            | \$268K                                       | \$66,995          | Prime | Engineering design services and construction phase services     |
| Runway 5-23 Rehabilitation & Reconstruction                 | Buffalo-Niagara<br>International        | TBD  | \$492,519         | Sub   | Pavement evaluation & design; construction phase services       |
| Taxiway A Rehabilitation                                    | Manassas<br>Regional                    | n/a  | \$30,366          | Sub   | Pavement Evaluation and Design                                  |
| Cargo Apron Expansion                                       | Sacramento<br>International             | TBD  | \$905,254         | Prime | Engineering design services                                     |
| Pavement Rehabilitation for<br>Position 350 and Hold Bay 15 | Ronald Reagan<br>Washington<br>National | \$1.82M                                      | \$145,152         | Prime | Engineering design services                                     |
| Airside Paving Rehabilitation<br>Design Services - 4 Areas  | Hollywood<br>Burbank Airport            | \$2.37M<br>(Package 1)<br>TBD<br>(Package 2) | \$375,969         | Prime | Engineering design services and construction phase services     |
| Crossfield Taxiway Construction                             | Dallas Love Field<br>International      | n/a  | \$81,796          | Sub   | Engineering design services and construction phase services     |
| Terminal 1 Reconstruction                                   | San Diego<br>International              | n/a  | \$201,328         | Sub   | Pavement evaluation and design services                         |
| Runway 12-30 East Section & Associated Taxiway              | Dulles<br>International                 | n/a  | \$32,406          | Sub   | Pavement evaluation and design services                         |

| Project Title/Description                                 | Airport / Facility                                   | Construction<br>Cost | Contract<br>Value | Role | Services Provided   |
|---|--|----------------------|-------------------|------|---|
| Runway 9-27 & Taxiways<br>Rehabilitation                  | Cincinnati/<br>Northern<br>Kentucky<br>International | n/a                  | \$376,908         | Sub  | Pavement evaluation and pavement/civil design services; construction phase services   |
| Terminal A and South GA<br>Aprons Pavement Rehabilitation | Ronald Reagan<br>Washington<br>National              | n/a                  | \$161,982         | Sub  | Engineering design services,<br>implementation services for<br>airside pavement management<br>system and construction phase<br>services |
| North Taxilane Rehabilitation                             | Ronald Reagan<br>Washington<br>National              | \$900,000            | \$27,961          | Sub  | Pavement evaluation and pavement design services  |
| Runway 18R-36L Rehabilitation                             | Dallas-<br>Fort Worth<br>International               | n/a                  | \$73,324          | Sub  | Pavement evaluation and pavement/civil design services  |
| Taxiway C Reconstruction                                  | Bill and Hillary<br>Clinton National<br>Airport      | n/a                  | \$35,421          | Sub  | Pavement evaluation and pavement/civil design services  |
| Runway 5R-23L Rehabilitation and MOS                      | Rickenbacker<br>International                        | n/a                  | \$471,644         | Sub  | Pavement evaluation and design services; construction phase services  |
| Runway 4-22 Rehabilitation                                | Blue Grass<br>Airport                                | n/a                  | \$73,245          | Sub  | Pavement evaluation and design services; construction phase services  |
| Runway 13-31 Rehabilitation                               | Will Rogers<br>World Airport                         | n/a                  | \$384,784         | Sub  | Pavement evaluation and design services; construction phase services  |
| Terminal 8 Taxilane Design                                | John F. Kennedy<br>International                     | \$11.2M              | \$167,434         | Sub  | Pavement evaluation and design<br>services; Construction phasing /<br>airport planning services   |
| West Deicing Pad  | LaGuardia<br>Airport                                 | n/a                  | \$100,017         | Sub  | Pavement evaluation and design<br>services; Construction phasing /<br>airport planning services   |
| Terminal B Replacement Project                            | LaGuardia<br>Airport                                 | n/a                  | \$966,060         | Sub  | Engineering design services,<br>implementation services for<br>airside pavement engineering<br>and construction phase services          |

| Project Title/Description   | Airport / Facility                      | Construction<br>Cost | Contract<br>Value | Role  | Services Provided   |
|---|---|----------------------|-------------------|-------|---|
| Taxiway M South   | Dallas-<br>Fort Worth<br>International  | n/a                  | \$85,243          | Sub   | Construction Support Services   |
| Airport Pavement Management<br>System   | Dayton<br>International                 | n/a                  | \$193,688         | Sub   | Pavement evaluation (PCI)<br>services   |
| Taxiway A Rehabilitation  | Hollywood<br>Burbank Airport            | >\$2.1M              | \$271,310         | Prime | Engineering design services and construction phase services   |
| Aircraft Parking Gates<br>Rehabilitation (Ramps A and B)  | Hollywood<br>Burbank Airport            | >\$2M                | \$193,056         | Sub   | Planning/engineering design<br>services and construction phase<br>services  |
| Taxiways C and D West End /<br>General Aviation Ramp Design &<br>Pavement Management System<br>Engineering Services | Hollywood<br>Burbank Airport            | >\$5.6M              | \$930,486         | Prime | Engineering design services,<br>implementation services for<br>airside pavement management<br>system and construction phase<br>services |
| Runway 3L-21R and Taxiways Reconstruction/Rehabilitation  | Detroit<br>Metropolitan<br>Airport      | n/a                  | \$956,035         | Sub   | Engineering design services,<br>implementation services for<br>airside pavement engineering<br>and construction phase services          |
| Pavement Management System<br>Update  | Buffalo Niagara<br>International        | n/a                  | \$203,976         | Prime | Implementation services for<br>airside pavement management<br>system update   |
| Taxiway A West Reconstruction   | Memphis<br>International                | n/a                  | \$67,386          | Sub   | Engineering design services<br>and implementation services for<br>airside pavement engineering  |
| Taxiway F Rehabilitation  | Kansas City<br>International            | n/a                  | \$134,435         | Sub   | Airside pavement engineering services and construction phase services   |
| Runway 4-22 and Taxiways<br>Rehabilitation  | Ronald Reagan<br>Washington<br>National | n/a                  | \$216,000         | Sub   | Engineering design services,<br>implementation services for<br>airside pavement engineering<br>and construction phase services          |
| Runway 27L Extension and Associated Taxiways  | Philadelphia<br>International           | n/a                  | \$144,700         | Sub   | Engineering design services<br>and implementation services for<br>airside pavement engineering  |
| Gate Apron Rehabilitation &<br>Drainage Improvements Pkg 1  | Denver<br>International                 | n/a                  | \$35,297          | Sub   | Implementation services for airside pavement engineering  |
| Runway 10L-28R Rehabilitation & Shoulder Improvements   | John Glenn<br>Columbus<br>International | >\$14.3M             | \$450,000         | Sub   | Engineering design services,<br>implementation services for<br>airside pavement engineering<br>and construction phase services          |

| Project Title/Description   | Airport / Facility                      | Construction<br>Cost | Contract<br>Value | Role  | Services Provided  |
|---|---|----------------------|-------------------|-------|--|
| Gate Apron Rehabilitation & Drainage Improvements Pkg 2   | Denver<br>International                 | n/a                  | \$59,234          | Sub   | Engineering design services<br>and construction administration<br>services   |
| Taxiway B Widening  | Dulles<br>International                 | n/a                  | \$31,661          | Sub   | Implementation services for airside pavement testing   |
| Repair Runway 1R-19L &<br>Associated Taxiways K4, K5, &<br>K6   | Dulles<br>International                 | n/a                  | \$948,000         | Sub   | Engineering design services,<br>implementation services for<br>airside pavement engineering<br>and construction phase services |
| Conversion of Existing Runway<br>10R-28L to Parallel Taxiway<br>with Completion and Addition<br>of Connector Taxiways to New<br>Runway 10R-28L Relocation | John Glenn<br>Columbus<br>International | n/a                  | \$811,065         | Sub   | Engineering design services,<br>implementation services for<br>airside pavement engineering<br>and construction phase services |
| Airside Pavement Management<br>System Update  | Tucson<br>International                 | n/a                  | \$149,568         | Prime | Implementation services for<br>airside pavement management<br>system update  |
| Runway 7R-25L, Taxiway H and<br>Connector Taxiways Pavement<br>Repair Alternatives  | Los Angeles<br>International            | n/a                  | \$388,000         | Sub   | Engineering design services,<br>implementation services for<br>airside pavement engineering<br>and construction phase services |
| Runway 1-19 Overlay,<br>Hold Apron and Taxiways<br>Rehabilitation   | Ronald Reagan<br>Washington<br>National | n/a                  | \$319,789         | Sub   | Engineering design services,<br>implementation services for<br>airside pavement engineering<br>and construction phase services |
| Update for Runway 12-30,<br>1L-19R, 1C-19C, 1R-19L, and<br>Midfield Complexes   | Dulles<br>International                 | n/a                  | \$286,419         | Sub   | Implementation services for<br>airside pavement management<br>system services  |
| Taxiway E and F Design<br>Services  | Kansas City<br>International            | n/a                  | \$94,835          | Sub   | Airside pavement engineering services  |
| Runway 1R-19L Complex -<br>Pavement Repair  | Kansas City<br>International            | n/a                  | \$23,130          | Sub   | Implementation services for airside pavement engineering   |
| Airport Pavement Management<br>System Update  | Louisville<br>International             | n/a                  | \$184,592         | Sub   | Implementation services for<br>airside pavement management<br>system study   |
| Airport Pavement Evaluation<br>Phase I  | Piedmont Triad<br>International         | n/a                  | \$44,137          | Sub   | Implementation services for<br>airside pavement management<br>system study   |
| Concourse B Apron<br>Rehabilitation Design  | Denver<br>International                 | n/a                  | \$9,880           | Sub   | Implementation services for airside pavement engineering   |







|         | ARCHITECT-ENGINEER QUALIFICATIONS |              |               |  |                               |                    |                                      |  |  |  |
|---------|-----------------------------------|--------------|---------------|--|-------------------------------|--------------------|--------------------------------------|--|--|--|
|         |                                   |              |               | PART I - CONTRAC                       | T-SPECIFIC QU                 | JALIFICATIC        | ONS                                  |  |  |  |
|         | A. CONTRACT INFORMATION           |              |               |  |                               |                    |                                      |  |  |  |
| 1. TITI | .e and                            | D LOCA       | ATION (       | (City and State)                       |                               |                    |                                      |  |  |  |
| E22-    | -11 R                             | Runwa        | ay S          | houlders and Blast Pad Rehabilitation  |                               |                    |                                      |  |  |  |
| 2. PUE  | BLIC N                            |              | DATE          |  |                               | 3. SOLICITATION OR | R PROJECT NUMBER                     |  |  |  |
| Octo    | ber                               | 6, 20        | 22            |  |                               | E22-11             | ~-                                   |  |  |  |
| 4 NA    |                                   | ם דודו       | F             | B. ARCHITECT-ENG                       | SINEER POINT                  | OF CONTA           | CI                                   |  |  |  |
| Chri    | ston                              | her D        | -<br>)ecke    | er PE – Senior Vice President          |                               |                    |                                      |  |  |  |
| 5, NAM  | ME OF                             | FIRM         |               |  |                               |                    |                                      |  |  |  |
| RDN     | /I Inte                           | ernat        | ional         | l, Inc. (DUNS-18-687-9938; CAGE Code-1 | PV28; TIN No. 54-             | -1418927)          |                                      |  |  |  |
| 6. TEL  | EPHO                              | NE NUI       | MBER          |  | 7. FAX NUMBER                 |                    | 8. EMAIL ADDRESS                     |  |  |  |
| 703.    | 709.                              | 2540         | )             |  | 703.709.2535                  |                    | cdecker@rdmintlinc.com               |  |  |  |
|         |                                   |              |               | C. PRO                                 | OPOSED TEAM                   | N                  |                                      |  |  |  |
|         |                                   | (Check       | )             |  |                               |                    |                                      |  |  |  |
|         | RIME                              | J-V<br>RTNER | SCON-<br>CTOR | 9. FIRM NAME                           | 10.ADDRESS                    |                    | 11. ROLE IN THIS CONTRACT            |  |  |  |
|         | Ы                                 | PAF          | SUE<br>TRA    |  |                               |                    |                                      |  |  |  |
| a       |                                   |              |               | RDM International, Inc.                | 43671 Trade Cen               | ter Place          | Project management; pavement         |  |  |  |
| a.      |                                   |              |               | CHECK IF BRANCH OFFICE                 | Sterling, VA 2016             | 6                  | engineering; constructability review |  |  |  |
|         |                                   |              |               | RDM International, Inc.                | 1500 Walnut Stre              | et                 | Civil engineering; design and        |  |  |  |
| b.      |                                   |              |               | CHECK IF BRANCH OFFICE                 | Suite 804<br>Philadelphia, PA | 19102              | construction administration          |  |  |  |
|         |                                   |              |               | PDM International Inc                  | 2454 N. McMulle               | n Booth Rd.        |                                      |  |  |  |
| C.      | $\boxtimes$                       |              |               |  | Suite 712                     | 8750               | Aviation planning                    |  |  |  |
|         |                                   |              |               |  | 1989 W Fifth Ave              |                    |                                      |  |  |  |
| d.      | $\boxtimes$                       |              |               | RDM International, Inc.                | Suite 10                      |                    | Quality control; cost estimating;    |  |  |  |
|         |                                   |              |               | CHECK IF BRANCH OFFICE                 | Columbus, OH 43               | 3212               | construction scheddling              |  |  |  |
| e.      |                                   |              |               | RDM International, Inc.                | 5330 Griggs Roa<br>Suite 106  | d                  | Construction Inspection              |  |  |  |
|         |                                   |              |               | CHECK IF BRANCH OFFICE                 | Houston, TX 7702              | 21                 |                                      |  |  |  |
|         |                                   |              |               | RMA Group                              | 12130 Santa Mar               | garita Court       | Costophnical Engineering             |  |  |  |
| g.      |                                   |              |               | CHECK IF BRANCH OFFICE                 | Rancho Cucamor                | nga, CA, 91730     | Geolechnical Engineering             |  |  |  |
|         |                                   |              |               | Wagner Engineering & Survey Inc        | 17134 Devonshire              | e St.              |                                      |  |  |  |
| h.      |                                   |              | $\square$     |  | Suite 200                     |                    | Survey; Civil Engineering Support    |  |  |  |
|         |                                   |              |               |  | NOT THUYE, CA 9               | IJZJ               |                                      |  |  |  |
| i.      |                                   |              |               |  |                               |                    |                                      |  |  |  |
|         |                                   |              |               | CHECK IF BRANCH OFFICE                 |                               |                    |                                      |  |  |  |
|         |                                   | 2 A N        |               | TIONAL CHART OF BRODOSED               | TEAM                          |                    | (Included in Proposel)               |  |  |  |

## **PROJECT TEAM**

For this design project, we are proposing the same core team that delivered the Airside Pavement Rehabilitation Design - 4 Areas project in 2020 and the Taxiway C and Shoulders Rehabilitation project in 2022 (with the exception of LEAN Technology Corporation). Lean has not been added to our team to date due to the lack of electrical design scope based on approach to shoulder rehabilitation. Current design approach is to pave around electrical edge lighting without removing fixtures or replacing any electrical components within the proposed project area. RDM will engage Lean as necessary if additional electrical design is required.

Our Team consists of one (1) California-certified WBE. As part of this effort, WES will be providing surveying and civil engineering support. Table 2 provides the license information and estimated percentage of work to be completed by each team member.

We selected these team members based on our history working together on previous BUR projects and the lessons learned from each that will translate into more efficiencies on this project.

The following offers a summary of our team's qualifications and experience delivering similar services.

Table 2: Team Member Information

| Firm | License<br>Information | Estimated<br>Workload<br>(% of scope) |
|------|------------------------|---------------------------------------|
| RDM  | C2656954               | 70%                                   |
| WES  | C1489146               | 15%                                   |
| RMA  | C0604784               | 15%                                   |

### **FIRM PROFILES**



#### Contract Administration; Quality Control; Civil Engineering; Electrical Engineering; Airport Planning; Pavement Evaluation & Engineering; Construction Management

RDM International, Inc. (RDM) is a Small Business Enterprise (SBE) Engineering Firm founded in 1987. RDM has been researching, designing, evaluating, and constructing high performance pavements on airports, highways, seaport and military bases for more than 35 years. RDM has completed over 700 projects in 48 states, the Caribbean, Asia, South America, Africa and the Middle East having an aggregate pavement construction cost exceeding \$3 billion dollars. During this time, we have performed research for the Federal Aviation Administration (FAA) as well as other government agencies and commercial clients regarding statistical quality assurance specifications, mechanistic structural design methods, nondestructive testing, material recycling, and new pavement materials. RDM excels across the board when it comes to design due to our expertise on all components of the pavement process. From evaluation of the in-situ condition and the distresses that are being experienced, RDM develops a project specific approach to deliver the most economical pavement testing and geotechnical investigation program to build an understanding for each individual project worked on. RDM's expertise and experience in pavement materials and failures, such as durability concerns, alkali silica reactivity (ASR), etc., provides the understanding of how different materials will perform and the optimum rehabilitation for any scenario. RDM's extensive experience in overseeing construction of Asphalt and Portland Cement Concrete projects provides insight into constructibility challenges (including local sourced material which impacts budget), leading to a design that avoids costly delays and change orders during construction.

We own and operate three Heavy Falling Weight Deflectometers (HWD) for Non-Destructive Testing (NDT), a SIMCO 255 PTC Core Rig for cores, a MK2 GripTester for friction test, GPS/GIS mobile devices for pavement inspection, a GSSI Model 4200S GPR for subsurface investigation, a MIRA for Ultrasonic Imaging, and a DJI Phantom 4 Pro drone to support our evaluation and construction support services. We also utilize current design and mapping software for our services such as AutoCAD Civil 3D, Microstation, PAVER<sup>™</sup>, ESRI ArcGIS, and Transoft Solutions AviPlan Airside Pro. Utilizing these resources, RDM's technical staff provides targeted design solutions that consider the site specific circumstances of your airports, such as condition of existing facilities, soils, environmental influences, availability of suitable materials, expected usage, etc.



Geotechnical Engineering; Materials Testing; Inspection Services RMA Group (RMA) has demonstrated a passion for FAA projects and developed specific expertise in the design and construction of aviation projects throughout its 54 year history. RMA Group has always been at the forefront of geotechnical engineering, materials testing, and inspection services for aviation projects. RMA Group has provided professional services on more than 1,200 airport-related projects at more than 35 airports / airfields throughout California since 1962. With more than 300 professional engineers, inspectors, technicians, project managers and supporting staff, RMA Group has the personnel qualities to keep your project in line with the scope of work assigned and will provide successful closeout of all task orders. RMA Group owns and operates the most comprehensive materials testing laboratories throughout California. Their testing laboratories are certified and recognized as a soils and physical materials testing laboratory by the following agencies: Caltrans, AASHTO, National Bureau of Standards, City of Los Angeles, State of California Office of Architecture (DSA), and AMRL.



Land Survey & Mapping; Civil Engineering Support Wagner Engineering and Survey, Inc. (WES), a WBE/DBE/SBE/CBE Los Angeles firm founded in 1990, is a dynamic corporation dedicated to providing quality survey, mapping, land planning and civil engineering services in a cost effective and ambitious manner. The firm possesses substantial surveying experience in transportation/airport/institutional/commercial projects including numerous projects at BUR. WES prides itself in technology advances in providing complete "Field to Office" services in the design, aerial mapping & surveying processes. WES is well known for the quality of our deliverables — detailed topographic surveys, vast swaths of aerial mapping; our GPS horizontal and vertical control survey networks exceed all accuracy standards set by the American Congress of Surveying and Mapping. The horizontal control and drawing software used for CADD production are the latest versions of AutoCAD, AutoCAD Civil 3-D, MicroStation and Inroads.



### Table 3: Key Personnel Roles and Responsibilities

| Name   | Project Role<br>(Years of Experience)  | Firm | %<br>Available | Key Responsibilities   |
|--|--|------|----------------|--|
| Chris Decker, PE*                            | Project Manager<br>(30)                | RDM  | 60%            | Single point-of-contact. Manage all aspects of project including subconsultant, client and FAA coordination, design, budget and schedule                               |
| Dave Stromberg, PE, PMP*                     | QA/QC Manager<br>(20)                  | RDM  | 50%            | Review all aspects of design for completeness and accuracy – Quality assurance and Quality control of all milestone deliverables                                       |
| Shirin Mathakari, PE                         | Lead Engineer<br>(15)                  | RDM  | 70%            | Engineer of Record - provide airside design<br>management; review as-built records, design and<br>construction administration coordination, sign and seal<br>documents |
| Tom Lee, PE*                                 | Sr. Project Engineer<br>(28)           | RDM  | 70%            | Airside design development, technical specification development and production management – value engineering  |
| Brian Witaconis                              | Planning<br>(18)                       | RDM  | 60%            | Phasing concepts, aircraft movement analysis and design support services   |
| Slawek Dymerski, PE, GE                      | Geotechnical Engineer<br>(25)          | RMA  | 50%            | Pavement coring, soil boring, materials testing and any other geotechnical services as required  |
| Mathew Diffin, PE*                           | Pavement Engineer<br>(15)              | RDM  | 40%            | Pavement condition index (PCI) validation and Life Cycle Cost Analysis   |
| Beida Xie, PE*                               | Pavement Engineer<br>(36)              | RDM  | 50%            | Pavement design (section) alternatives   |
| Stephanie Wagner, PE,<br>PLS, LEED AP, FACEC | Surveying<br>(45)                      | WES  | 30%            | Management of surveying support services   |
| David Burgess, PE, PhD                       | Lead Electrical Engineer<br>(32)       | RDM  | 50%            | Airfield lighting, electrical design as required   |
| Rick Boyd                                    | Construction<br>Phase Services<br>(36) | RDM  | 70%            | Constructibility, design and phasing concept development – lead construction manager   |
| Rick Hines, PE*                              | Cost Estimating<br>(19)                | RDM  | 40%            | Cost estimating, constructability reviews, construction scheduling, and construction administration support  |

\* not licensed in California

|            | E. RESUM  | ES OF KEY PERSON   | INEL PROPOS   | SED FOR THIS (   | CONTRACT   |   |
|------------|---|--|---|--|--|---|
| 12. N      | AME   | 13. ROLE IN THIS CONTRAC   | Т   |  |  | 14. YEARS EXPERIENCE  |
| Ch         | ris Decker, PE, F.ASCE  | Project Manager  |   |  | A. TOTA  | AL B. WITH CURRENT FIRM   |
| 15 5       | IDM NAME AND LOCATION (City and State)  | .,   |   |  | 30   | 16  |
| 15. F      |   | (Storling \/A)   |   |  |  |   |
| 16 F       | DUCATION (Degree and Specialization)  | (Sterning, VA)   | 17 CURRENT PRO  | FESSIONAL REGISTRA   | TION (State and I  | Discipline)   |
|            |   |  |   |  | = ===0.03  |   |
| BS         | , Civil Engineering   |  | Protessional  | Engineer: OH (Pl   | E./5027) an  | d 22 other states   |
| 18. C      | THER PROFESSIONAL QUALIFICATIONS (Publicati   | ons, Organizations, Training, A  | Awards, etc.)   |  |  |   |
| Chi<br>agg | ris's expertise is in pavement design,<br>pregate, Concrete and Asphalt plant s   | civil design, materials<br>sites, and construction   | s testing, quality<br>n management.   | y control / quality  | assurance,   | set-up and operation of   |
| 19. R      | ELEVANT PROJECTS  |  |   |  |  |   |
|            | (1) TITLE AND LOCATION (City and State)   |  |   |  | (2) YEAR   | COMPLETED   |
|            | Design Services   Columbus Reg  | ional Airports Autho   | ority   | PROFESSIONALS  | SERVICES   | CONSTRUCTION (if applicable)  |
|            | Columbus, OH  |  | 2022  | is at marfarmed y  | 2022   |   |
| A.         | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,   | eic.) AND SPECIFIC RULE  |   | спеск іт рго   | oject performed v  | with current firm   |
|            | Project Manager responsible for sch<br>and weekly interaction to meet the of<br>translation of plan views to the section<br>materials requirements and perform  | neduling, budget, and<br>design scope, constru<br>ion and detail requirer<br>n design reviews.                                 | coordination w<br>ction phasing,<br>ments for const   | vith subs and clie<br>and cost control.<br>aructibility. Provid                                    | nt. Provide o<br>Provide me<br>e expertise                                     | coordination using daily<br>entoring of staff and provide<br>with specifying appropriate                                      |
|            | (1) TITLE AND LOCATION (City and State)   |  |   |  | (2) YEAR   | COMPLETED   |
|            | Cargo Apron Expansion   Sacran  | nento International A  | Airport (SMF)   | PROFESSIONALS  | SERVICES   | CONSTRUCTION (if applicable)  |
|            | Sacramento, CA  |  | 2021  |  | 2022   |   |
| R          | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,   | etc.) AND SPECIFIC ROLE  | ina multinla da   | check if pro   | oject performed v  | with current firm   |
|            | to increase the number of parking positions from 1 to 4 and required reconstruction of the GSE staging pavement. Extended impervious pavement to include the taxiway fillet for Cargo positions. Extended impervious pavement to include a new vehicle service road including planning and design to incorporate an future expanded layout and grading for the planned Phase 2 work to the north of the project site. |  |   |  |  |   |
|            | (1) TITLE AND LOCATION (City and State)   |  |   |  | (2) YEAR   | COMPLETED   |
|            | Taxiway C and Shoulders Rehabi<br>Airport (BUR)   Burbank, CA   | litation   Hollywood   | Burbank   | PROFESSIONAL S   | SERVICES   | CONSTRUCTION (if applicable)  |
|            | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,   | etc.) AND SPECIFIC ROLE  |   | check if pro   | oject performed v  | with current firm   |
| C.         | Project Manager (Prime Consultant) serving as the technical lead and primary point of contact with the client and coordinated all tasks associated with the design. Chris led all disciplines in the development of construction documents, bid support, and construction support services. He was key in development of the Construction Safety and Phasing Plan which minimized impact to airfield operations.      |  |   |  |  | he client and coordinated<br>uments, bid support, and<br>Plan which minimized impacts   |
|            | (1) TITLE AND LOCATION (City and State)   |  |   |  | (2) YEAR   | COMPLETED   |
|            | Rehabilitation for Position 350 &   | Hold Bay 15   Wash   | ington  | PROFESSIONALS  | SERVICES   | CONSTRUCTION (if applicable)  |
|            | National Airport (DCA)   Alexand  | ria, VA  | -   | 2021   |  | 2021  |
| D          | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,   | etc.) AND SPECIFIC ROLE  |   | check if   | project performe   | ed with current firm  |
| D.         | Project Manager (Prime) analyzing<br>The project included specific airfield<br>Terminal apron area and the curren<br>provide plan documents to define and<br>aircraft simulations to define jet blas  | and providing design<br>d pavement structure a<br>t alignment of Taxiway<br>irfield repairs, rehabili<br>st analysis, expanded | alternatives for<br>and geometry I<br>y N. A major re<br>tation and drair<br>markings and a | the Interim Expa<br>ayout recommen<br>habilitation was p<br>nage structure im<br>a parking configu | ansion of the<br>idations with<br>provided for<br>iprovements<br>iration was p | e Runway 15 Hold Bay.<br>In respect to the new North<br>two separate areas and to<br>s. To accomplish this work,<br>provided. |

| Nume     Dave Stromberg, PE, PMP, ENV SP     Civil Engineer     A TONL     B With current Rest The Anti-Current Rest The Stromberg, PE, PMP, ENV SP       15: Ref Marker AND COCKIDE (Pyred State)     Civil Engineer (Cockid State)     20     4       15: Ref Marker AND COCKIDE (Pyred State)     11: CURRENT PROFESSIONAL RECISTRATION (State and Discipline)     70: CURRENT PROFESSIONAL RECISTRATION (State and Discipline)       16: DOCKIDE (Pyred State)     11: CURRENT PROFESSIONAL RECISTRATION (State and Discipline)     70: CURRENT PROFESSIONAL RECISTRATION (State and Discipline)       16: DOTE REPORTS STATAL CURL INC (Philadelphia, PA)     Environment (Parkagement)     Professional Engineer (Parkagement)       16: DITER REPORTS STATAL CURL INC (Philadelphia, PA)     Professional Engineer (Parkagement)     Professional Engineer (Parkagement)       16: DITER REPORTS STATAL CURL INC (Philadelphia, PA)     Professional Engineer (Parkagement)     Professional Engineer (Parkagement)       16: DITER AND LOCATION (Pyred State)     [DITER AND LOCATION (Pyred State), NAR StreCent (Parkagement)     Professional Engineer (Parkagement)       16: DITER AND LOCATION (Pyred State)     [DITER AND LOCATION (Pyred State), NAR StreCent (Parkagement)     [DITER AND LOCATION (Pyred State), NAR StreCent (Parkagement)       17: Direc AND LOCATION (Pyred State)     [DITER AND LOCATION (Pyred State), NAR StreCent (Parkagement)     [DITER AND LOCATION (Pyred State), NAR StreCent (Parkagement)       18: DITER AND LOCATION (Pyred State)     [DITER AND LOCATION (Pyred State), NAR StreCent (Parkagement  |            | E. RESUM   | ES OF KEY PERSON   | NEL PROPOS   | SED FC                        | OR THIS CO                                   | ONTRAC                                   | Т                                   |  |     |
|--|------------|--|--|--|-------------------------------|--|--|-------------------------------------|--|-----|
| Dave Stromberg, PE, PMP, ENV SP         Civil Engineer         A TONL         B VEHICUREENT Hill           20         4           15         REMINANE AND LOCATION (Chy and Stand)           INCLUENT REGISTERIATION (Chy and Stand)         To REMINANE AND LOCATION (Chy and Stand)           INCLUENT REGISTERIATION (Chy and Stand)         To CHEMINANE STAND (Charles and Inclusion)           INCLUENT REGISTERIATION (Chy and Stand)         To CHEMINANE STAND (Charles and Inclusion)           INCLUENT REGISTERIATION (Chy and Stand)         To CHEMINANE STAND (Charles and Inclusion)           INCLUENT REGISTERIATION (Chy and Stand)         To CHEMINANE STAND (Charles and Inclusion)           INCLUENT REGISTERIATION (Chy and Stand)         CPTERE STANDAL CARLES and The Standard (Charles and Inclusion)           INCLUENT REGISTERIAL CARLES Publication         CPTERE STANDAL CARLES and The Standard (Charles and Inclusion)           INCLUENT REGISTERIAL CARLES Publication Design - 4 Areas   Hollywood         PROTESSIONAL SERVICES         CORSTRUCTION (Chy and Stand)           INTELE MAD LOCATION (Divid Stand)         COL etc.)         ANAION PERSONAL SERVICES         CORSTRUCTION (Chy and Stand)           INTELE MAD LOCATION (Divid Stand)         COL etc.)         ANAION SECONE (Charles and Includes Charles and Includes A   | 12. N      | AME  | 13. ROLE IN THIS CONTRACT  | -  |                               |  | 14. YEARS EXPE                           |                                     | RS EXPERIENCE  |     |
| Date Statistical grade         20         4           International construction grade and inclusion grade and grade grade and grade grade and grade grad  | Day        | A Stromborg DE DMD ENV SD  | Civil Engineer   |  |                               |  | A. TO                                    | TAL                                 | B. WITH CURRENT FIRM   | M   |
| 14. FIRMANE MAIL COLUME (Vity and State)  15. FORMANE AND LOCATION (Vity and State)  16. EDUCATION (Vity and State)  17. CURRENT PROFESSIONAL EECOSTRATION (State and Decepting)  18. RELEVANT PROJECTS  19. RELEVANT PROJECTS  10. TITLE AND LOCATION (City and State)  10. TITLE AND LOCAT  | Dav        | e Stromberg, PE, PMP, ENV SP   |  |  |                               |  | 20                                       | )                                   | 4  |     |
| PDICATION (Degree and Specialization)     17. CURRENT PROFESSIONAL REGISTRATION (State and Dicipline)     17. CURRENT PROFESSIONAL REGISTRATION (State and Dicipline)     17. CURRENT PROFESSIONAL ENGINEERATION (State and Dicipline)     17. CURRENT PROFESSIONAL ENGINEERATION (State and Dicipline)     17. CURRENT PROFESSIONAL ENGINEERATION (State and Dicipline)     17. CURRENT PROFESSIONAL CURLIPSCIENCE (Decisional Engineering design experience includes roles as a project engineer, project manager, task manager, and quality     control manager.     17. CURRENT PROFESSIONAL SERVICES     17. CUR      | 15. F      | RM NAME AND LOCATION (City and State)  |  |  |                               |  |  |                                     |  |     |
| 14. EDUCATION (Degree and Specialization)               12. CURRENT PROFESSIONAL DEGRETION (DBUE and DBUE DEGRETION (DBUE and DBUE DEGRETION (DBUE AND DBUE DEGRETION (DBUE AND DBUE DBUE DBUE DBUE DBUE DBUE DBUE DBU   |            | <b>PM</b> RDM INTERNATIONAL, INC.  | (Philadelphia, PA)   |  |                               |  |  |                                     |  |     |
| MBA, General; BS, Architectural Engineering: Certificate in<br>Engineering Management         Professional Engineer: DE, MD; Project Management Professional<br>Envision Sustainability Professional           In OTHER MODESSIONAL QUALIFICATIONS Qualitations, Training, Market, etc.3         Davision Sustainability Professional           In OTHER MODESSIONAL QUALIFICATIONS Qualitations, Training, Market, etc.3         Davision Sustainability Professional           In The MODESSIONAL SERVICES         (0) YELAR COMPLETED           In The MODESSIONAL SERVICES         (0) YELAR COMPLETED           In The MODESSIONAL SERVICES         CONSTRUCTION (Integration of plans, specifications, CSPP, cost estimate review, project schedule, an<br>Construction Management Plan development.           In THE AMOL DECENTOR (Integration of plans, specifications, CSPP, cost estimate review, project schedule, an<br>Construction Management Plan development.         (0) YELAR COMPLETED           In THE AMOL DECENTOR (Integration of plans, specifications, CSPP, cost estimate review, project schedule, an<br>Construction Management Plan development.         (0) YELAR COMPLETED           In Thangar G, H, I Apron Rehabilitation   Bolton Field Airport (TZR)  <br>Columbus, Ohio         (0) YELAR COMPLETED         (0) YELAR COMPLETED           In Reference Reports Informed review of project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring or<br>younger staff members.         (0) YELAR COMPLETED           In THE AMOL DECENTOR (Integrate State)         (0) YELAR COMPLETED         (0) YELAR COMPLETED   | 16. E      | DUCATION (Degree and Specialization)   |  | 17. CURRENT PROF   | ESSIONA                       | L REGISTRATIC                                | ON (State and                            | l Discipline)                       |  |     |
| Engineering Management Envision Sustainability Professional IN. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Training, Awards, etc.) Dave's collective engineering design experience includes roles as a project engineer, project manager, task manager, and quality control manager.  IN. RELEWANT PROJECTS  INTE AND LOCATION (Givy and State)  (2) YEAR COMPLETED  (3) DREF DESCRIPTION (Brid Scope, Stor, Cost, etc.) AND SPECIFIC ROLE  (3) THE AND LOCATION (Givy and State)  (4) YEAR COMPLETED  (5) THE AND LOCATION (Givy and State)  (5) YEAR COMPLETED  (5) DREF DESCRIPTION (Brid Scope, Stor, Cost, etc.) AND SPECIFIC ROLE  (5) DREF DESCRIPTION (Brid Scope, Stor, Cost, etc.) AND SPECIFIC ROLE  (6) YEAR COMPLETED  (7) THE AND LOCATION (Givy and State)  (7) TH | MB         | A, General; BS, Architectural Engine   | ering; Certificate in  | Professional E   | Enginee                       | er: DE, MD;                                  | Project I                                | Managen                             | nent Professional;   |     |
| 18. OTHER PROFESSIONAL OURLETCATIONS (Publications, Granizations, Training, Awards, etc.)         Dave's collective engineering design experience includes roles as a project engineer, project manager, task manager, and quality control manager.         IV THE RELEVANT PROJECTS         (IV) THE AND LOCATION (City and State)  | Eng        | ineering Management  |  | Envision Sust  | ainabili                      | ty Professio                                 | onal                                     |                                     |  |     |
| Dave's collective engineering design experience includes roles as a project engineer, project manager, task manager, and quality control manager.  I* RELEVANT PROJECTS  I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT PROJECTS I* RELEVANT I* RELEV | 18. 0      | THER PROFESSIONAL QUALIFICATIONS (Publication)   | ons, Organizations, Training, A  | wards, etc.)   |                               |  |  |                                     |  |     |
| 19. RELEVANT PROJECTS       (2) YEAR COMPLETED         19. RELEVANT PROJECTS       (2) YEAR COMPLETED         Aristide Pavement Rehabilitation Design - 4 Areas   Hollywood       (2) YEAR COMPLETED         Burbank Airport (BUR) [Burbank, CA       (2) 21       (2) 22         (3) BREF DESCRIPTION (Bird Scope, Size, Cast, etc.) AND SPECIFIC ROLE       (2) Inter AND LOCATION (City and State)       (2) YEAR COMPLETED         Aviation Engineer to assist airside design of various pavement rehabilitation and reconstruction projects throughout airfield.<br>Project role includes quality review and development of plans, specifications, CSPP, cost estimate review, project schedule, an<br>Construction Management Plan development.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       (2) YEAR COMPLETED         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       (2) YEAR COMPLETED         (2) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       (2) YEAR COMPLETED         (2) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       (2) YEAR COMPLETED         (3) BREE DESCRIPTION (Bird Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) Network Project Definition and mentoring of youngers staff members.         (4) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       PROFESSIONAL SERVICES       CONSTRUCTION (# applicable)         (5) BIRE DESCRIPTION (Bird Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) NEAR COMPLETED       PR   | Dav<br>con | Dave's collective engineering design experience includes roles as a project engineer, project manager, task manager, and quality control manager.  |  |  |                               |  |  |                                     |  |     |
| (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         Ariside Pavement Rehabilitation Design - 4 Areas   Hollywood<br>Burbank Airport (BUR)   Burbank, CA       2021       2022         (2) Bitter DESCRIPTION (Burd Scope, State, Cost, etc.) AND SPECIFIC ROLE       Intervent film       2021       2022         (3) Bitter DESCRIPTION (Burd Scope, State, Cost, etc.) AND SPECIFIC ROLE       Intervent film       2021       2022         (4) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       Intervent film       2021       2022         (5) Bitter DESCRIPTION (Bitter Scope, State, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED       Construction Management Plan development.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       Construction Management Plan development.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       Construction Management Plan development.         (2) BITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       Construction phasing approach to project construction phasing approach to project construction phasing approach to project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring of younger staff members.       (2) YEAR COMPLETED         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       2021       2022         (2) GRIFF DESCRIPTION (Bird Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED       2021 <td>19. R</td> <td>ELEVANT PROJECTS</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>  | 19. R      | ELEVANT PROJECTS   |  |  |                               |  |  |                                     |  |     |
| Airside Pavement Rehabilitation Design - 4 Areas   Hollywood       PROFESSIONAL SERVICES       CONSTRUCTION (#replicable)         Burbank Airport (BUR)   Burbank, CA       2021       2022         QBBEF DESCREPTION (Burled Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: Construction Project Sthroughout airfield.         A.       Aviation Engineer to assist airside design of various pavement rehabilitation and reconstruction projects throughout airfield.       Project role includes quality review and development of plans, specifications, CSPP, cost estimate review, project schedule, an Construction Management Plan development.         ID THLE AND LOCATION (City and State)       (J) YEAR COMPLETED       PROFESSIONAL SERVICES       CONSTRUCTION (#replicable)         Columbus, Ohio       (J) SBEE DESCREPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: columbus, Ohio       2021       2021         (J) BREE DESCREPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: columbus, Ohio       2021       2021         (J) BREE DESCREPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: columbus, Ohio       2021       2021         (J) THLE AND LOCATION (City and State)       (J) YEAR COMPLETED       Project Engineer responsible for quality control of contract documents and establishing construction phasing approach to project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring of younger staff members.         (I) THLE AND LOCATION (City and State)       (J) YEAR COMPL   |            | (1) TITLE AND LOCATION (City and State)  |  |  |                               |  | (2) YEAI                                 | R COMPLETI                          | ED   |     |
| Burbank Airport (BUR)   Burbank, CA     2021     2022       (a) BREF DESCRIPTION (Brief Scope, Size, Cost, etc) AND SPECIFIC ROLE     Image: Construction projects throughout airfield.       A:     Aviation Engineer to assist airside design of various pavement rehabilitation and reconstruction projects throughout airfield.       Project role includes quality review and development of plans, specifications, CSPP, cost estimate review, project schedule, an Construction Management Plan development.     (a) YEAR COMPLETED       (b) TITLE AND LOCATION (City and State)     (c) YEAR COMPLETED     CONSTRUCTION (If applicable)       (c) UTILE AND LOCATION (City and State)     (c) YEAR COMPLETED     CONSTRUCTION (If applicable)       (c) UTILE AND LOCATION (City and State)     (c) YEAR COMPLETED     Construction Management Flan       (d) BREF DESCRIPTION (Brief Scope, Size, Cost, etc) AND SPECIFIC ROLE     (c) YEAR COMPLETED     Construction phasing approach to project deliversite of phasing approach to project delivery. Project consisted of mill/replace of AC pavements in vicinity of multiple stakeholders associated with the airfield. Pro role included review of project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring of younger staff members.       (d) UTILE AND LOCATION (City and State)     (c) YEAR COMPLETED     Cargo Apron Expansion   Sacramento International Airport (SMP)       PROFESSIONAL SERVICES     CONSTRUCTION (City and State)     (c) YEAR COMPLETED       Cargo Apron Expansion   Sacramento International Airport (SMP)     2021     2022       (d)  |            | Airside Pavement Rehabilitation  | PRO  | FESSIONAL SE   | RVICES                        | CONS   | STRUCTION (if applicable)                |                                     |  |     |
| A       A         A       Aviation Engineer to assist airside design of various pavement rehabilitation and reconstruction projects throughout airfield.<br>Project role includes quality review and development of plans, specifications, CSPP, cost estimate review, project schedule, an<br>Construction Management Plan development.         (0) TITLE AMD LOCATION (City and State)       (2) YEAR COMPLETED         (1) TITLE AMD LOCATION (City and State)       (2) YEAR COMPLETED         (1) TITLE AMD LOCATION (City and State)       (2) YEAR COMPLETED         (2) BIREF DESCRIPTION (Birle Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED         (2) REFE DESCRIPTION (Birle Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED         (2) REFE DESCRIPTION (Birle Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED         (2) REFE DESCRIPTION (Birle Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED         (2) REFE DESCRIPTION (Birle Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED         (2) OTITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         (2) OTITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         (2) OTITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         (2) OTITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         (2) OTITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         (3) DINFE DESCRIPTION (City and State)  |            | Burbank Airport (BUR)   Burbank, CA  |  |  |                               | 2021   |  |                                     | 2022   |     |
| A.       Aviation Engineer to assist airside design of various pavement rehabilitation and reconstruction projects throughout airfield.<br>Project role includes quality review and development of plans, specifications, CSPP, cost estimate review, project schedule, an<br>Construction Management Plan development.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         T-Hangar G, H, I Apron Rehabilitation   Bolton Field Airport (TZR)  <br>Project Engineer responsible for quality control of contract documents and establishing construction phasing approach to proje<br>delivery. Project consisted of mill/replace of AC pavements in vicinity of multiple stakeholders associated with the airfield. Pro<br>role included review of project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring of<br>younger staff members.         (0) TITLE AND LOCATION (River Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED         Cargo Apron Expansion   Sacramento International Airport (SMF)<br>  Sacramento, CA       (2) YEAR COMPLETED         (0) TITLE AND LOCATION (River Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Construction (River and State)         (2) OTHE AND LOCATION (River Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Construction (River and State)         (2) OTHE AND LOCATION (River and State)       (2) YEAR COMPLETED         (3) BITLE AND LOCATION (River associated with current firm       (3) BITLE AND LOCATION (River associated vith and reconstruction phasing and delivery of CSPP, review of all project deliverable<br>and client coordination, development of construction phasing and delivery of CSPP, review of all project deliverable<br>and client coordination  |            | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e  | etc.) AND SPECIFIC ROLE  |  | $\square$                     | check if proje                               | ct performed                             | l with curren                       | t firm   |     |
| (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         T-Hangar G, H, I Apron Rehabilitation   Bolton Field Airport (TZR)<br>Columbus, Ohio       2021       2021         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Check if project performed with current firm         B.       Project Engineer responsible for quality control of contract documents and establishing construction phasing approach to project eleview of project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring of younger staff members.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         C.       Construction Phasing approach to project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring of younger staff members.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         C.       Construction (Field Scope, Size, Cost, etc.) AND SPECIFIC ROLE       PROFESSIONAL SERVICES       CONSTRUCTION (#rapplicable)         2021       2022       2022       2022       2022       2021       2022       2022         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       PROFESSIONAL SERVICES       CONSTRUCTION (#rapplicable)       2021       2022       2021       2022       2022       2021       2022       2022       2021       2022       2021       2022       2021       2022       2021  | Π.         | Aviation Engineer to assist airside design of various pavement rehabilitation and reconstruction projects throughout airfield.<br>Project role includes quality review and development of plans, specifications, CSPP, cost estimate review, project schedule, and<br>Construction Management Plan development.  |  |  |                               |  |  |                                     |  |     |
| T-Hangar G, H, I Apron Rehabilitation   Bolton Field Airport (TZR)           PROFESSIONAL SERVICES         CONSTRUCTION (#rapplicable)           0:0 BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE         Image: Construction of the current firm         2021         2021         2021           B.         Project Engineer responsible for quality control of contract documents and establishing construction phasing approach to proje delivery. Project consisted of mill/replace of AC pavements in vicinity of multiple stakeholders associated with the airfield. Project included review of project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring or younger staff members.           (1) TITLE AND LOCATION (City and State)         (2) YEAR COMPLETED           Cargo Apron Expansion   Sacramento International Airport (SMF)         PROFESSIONAL SERVICES         CONSTRUCTION (# applicable)           (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE         incheck if project performed with current firm           C.         Quality control lead responsible for quality control and quality assurance for each deliverable. Project role included multi-discipline project team coordination, development of construction phasing and delivery of CSPP, review of all project deliverable)           Vashington National Airport (DCA)   Alexandria, VA         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021 </td <td></td> <td>(1) TITLE AND LOCATION (City and State)</td> <td></td> <td></td> <td></td> <td></td> <td>(2) YEAI</td> <td>R COMPLETI</td> <td>ED</td> <td></td>  |            | (1) TITLE AND LOCATION (City and State)  |  |  |                               |  | (2) YEAI                                 | R COMPLETI                          | ED   |     |
| Columbus, Ohio       2021       2021         (a) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: Construction of the construction   |            | T-Hangar G, H, I Apron Rehabilita  | tion   Bolton Field A  | irport (TZR)   | PRO                           | FESSIONAL SE                                 | RVICES                                   | CONS                                | STRUCTION (if applicable)  |     |
| (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: construction of the c   |            | Columbus, Ohio   |  |  |                               | 2021   |  |                                     | 2021   |     |
| B.       Project Engineer responsible for quality control of contract documents and establishing construction phasing approach to project delivery. Project consisted of mil//replace of AC pavements in vicinity of multiple stakeholders associated with the airfield. Provide included review of project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring of younger staff members.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         (2) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED         Quality control lead responsible for quality control and quality assurance for each deliverable. Project role included multi-discipline project team coordination, development of construction phasing and delivery of CSPP, review of all project deliverable and client coordination.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         Pavement Rehabilitation for Position 350 & Hold Bay 15         PROFESSIONAL SERVICES       CONSTRUCTION (If applicable)         Washington National Airport (DCA)   Alexandria, VA       2021       2021       2021         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       (2) YEAR COMPLETED       ProfessionAL SERVICES       CONSTRUCTION (If applicable)         Vi) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED       Construction (If applicable)       2021       2021       2021       2021   |            | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e  | etc.) AND SPECIFIC ROLE  |  | $\square$                     | check if proje                               | ct performed                             | I with curren                       | t firm   |     |
| I) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         Cargo Apron Expansion   Sacramento International Airport (SMF)       PROFESSIONAL SERVICES       CONSTRUCTION (If applicable)         Sacramento, CA       2021       2022         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Icheck if project performed with current firm         Quality control lead responsible for quality control and quality assurance for each deliverable. Project role included multi-<br>discipline project team coordination, development of construction phasing and delivery of CSPP, review of all project deliverable<br>and client coordination.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         Pavement Rehabilitation for Position 350 & Hold Bay 15  <br>Washington National Airport (DCA)   Alexandria, VA       PROFESSIONAL SERVICES       CONSTRUCTION (if applicable)         (2) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Construction (if applicable)       2021       2021         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Check if project performed with current firm       2021       2021       2021         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Check if project performed with current firm       2021       2021       2021       2021       2021       2021       2021       2021       2021       2021       2021       2021       2021       2021<  | В.         | Project Engineer responsible for quality control of contract documents and establishing construction phasing approach to project delivery. Project consisted of mill/replace of AC pavements in vicinity of multiple stakeholders associated with the airfield. Project role included review of project deliverables, stakeholder coordination, phasing development, CSPP finalization and mentoring of younger staff members. |  |  |                               |  |  |                                     |  |     |
| Cargo Apron Expansion   Sacramento International Airport (SMF)         PROFESSIONAL SERVICES         CONSTRUCTION (# applicable)           [Sacramento, CA         2021         2022           (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE         Image: Construction of the construction (frame)           (1) TITLE AND LOCATION (City and State)         (2) YEAR COMPLETED           Pavement Rehabilitation for Position 350 & Hold Bay 15           PROFESSIONAL SERVICES         CONSTRUCTION (frame)           (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE         Image: construction of the construction  |            | (1) TITLE AND LOCATION (City and State)  |  |  | (2) YEAR COMPLETED            |  |  |                                     |  |     |
| Sacramento, CA       2021       2022         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: Check if project performed with current firm         Quality control lead responsible for quality control and quality assurance for each deliverable. Project role included multi-<br>discipline project team coordination, development of construction phasing and delivery of CSPP, review of all project deliverable<br>and client coordination.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         Pavement Rehabilitation for Position 350 & Hold Bay 15  <br>Washington National Airport (DCA)   Alexandria, VA       2021       2021         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: check if project performed with current firm         D.       Project Engineer responsible for quality control and quality assurance for the project. Project role included client coordination<br>to resolve client milestone review comments in addition to internal design team coordination to complete technical reviews in<br>compliance with the requirements of the QC/QA program. Additionally, confirmed project deliverables achieved project objectiv<br>through scope and fee coordination to project deliverables.  |            | Cargo Apron Expansion   Sacram   | nento International A  | irport (SMF)   | PRO                           | FESSIONAL SE                                 | RVICES                                   | CONS                                | STRUCTION (if applicable)  |     |
| (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: check if project performed with current firm         C.       Quality control lead responsible for quality control and quality assurance for each deliverable. Project role included multi-discipline project team coordination, development of construction phasing and delivery of CSPP, review of all project deliverable and client coordination.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         Pavement Rehabilitation for Position 350 & Hold Bay 15         PROFESSIONAL SERVICES       CONSTRUCTION (frapplicable)         Washington National Airport (DCA)   Alexandria, VA       2021       2021       2021         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: check if project performed with current firm       Image: check if project performed with current firm         D.       Project Engineer responsible for quality control and quality assurance for the project. Project role included client coordination to resolve client milestone review comments in addition to internal design team coordination to complete technical reviews in compliance with the requirements of the QC/QA program. Additionally, confirmed project deliverables achieved project objective through scope and fee coordination to project deliverables.   |            | Sacramento, CA   |  |  |                               | 2021   |  |                                     | 2022   |     |
| C.       Quality control lead responsible for quality control and quality assurance for each deliverable. Project role included multi-<br>discipline project team coordination, development of construction phasing and delivery of CSPP, review of all project deliverabl<br>and client coordination.         (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         Pavement Rehabilitation for Position 350 & Hold Bay 15  <br>Washington National Airport (DCA)   Alexandria, VA       PROFESSIONAL SERVICES       CONSTRUCTION (if applicable)         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: complete technical reviews in<br>compliance with the requirements of the QC/QA program. Additionally, confirmed project deliverables achieved project objectiv<br>through scope and fee coordination to project deliverables.   | ~          | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e  | etc.) AND SPECIFIC ROLE  |  | $\square$                     | check if proje                               | ct performed                             | I with curren                       | it firm  |     |
| (1) TITLE AND LOCATION (City and State)       (2) YEAR COMPLETED         Pavement Rehabilitation for Position 350 & Hold Bay 15  <br>Washington National Airport (DCA)   Alexandria, VA       PROFESSIONAL SERVICES       CONSTRUCTION (if applicable)         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: Construction of the project of the project role included client coordination to resolve client milestone review comments in addition to internal design team coordination to complete technical reviews in compliance with the requirements of the QC/QA program. Additionally, confirmed project deliverables achieved project objective through scope and fee coordination to project deliverables.  | C.         | Quality control lead responsible for discipline project team coordination, and client coordination.  | e for eading and o   | ch deliveral<br>delivery of (                              | ole. Proje<br>CSPP, rev       | ect role ir<br>/iew of al                    | ncluded multi-<br>Il project deliverable | es                                  |  |     |
| Pavement Rehabilitation for Position 350 & Hold Bay 15         PROFESSIONAL SERVICES       CONSTRUCTION (if applicable)         Washington National Airport (DCA)   Alexandria, VA       2021       2021         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: Construction (if applicable)       Check if project performed with current firm         Project Engineer responsible for quality control and quality assurance for the project. Project role included client coordination to resolve client milestone review comments in addition to internal design team coordination to complete technical reviews in compliance with the requirements of the QC/QA program. Additionally, confirmed project deliverables achieved project objection through scope and fee coordination to project deliverables.   |            | (1) TITLE AND LOCATION (City and State)  |  |  |                               |  | (2) YEAI                                 | R COMPLETI                          | ED   |     |
| Washington National Airport (DCA)   Alexandria, VA       2021       2021         (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: Check if project performed with current firm         D.       Project Engineer responsible for quality control and quality assurance for the project. Project role included client coordination to resolve client milestone review comments in addition to internal design team coordination to complete technical reviews in compliance with the requirements of the QC/QA program. Additionally, confirmed project deliverables achieved project objective through scope and fee coordination to project deliverables.   |            | Pavement Rehabilitation for Posi   | tion 350 & Hold Bay  | 15   | PRO                           | FESSIONAL SE                                 | RVICES                                   | CONS                                | STRUCTION (if applicable)  |     |
| (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE       Image: Check if project performed with current firm         D.       Project Engineer responsible for quality control and quality assurance for the project. Project role included client coordination to resolve client milestone review comments in addition to internal design team coordination to complete technical reviews in compliance with the requirements of the QC/QA program. Additionally, confirmed project deliverables achieved project objective through scope and fee coordination to project deliverables.  |            | Washington National Airport (DC  | A)   Alexandria, VA  |  |                               | 2021   |  |                                     | 2021   |     |
| D. Project Engineer responsible for quality control and quality assurance for the project. Project role included client coordination to resolve client milestone review comments in addition to internal design team coordination to complete technical reviews in compliance with the requirements of the QC/QA program. Additionally, confirmed project deliverables achieved project objective through scope and fee coordination to project deliverables.  |            | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e  | etc.) AND SPECIFIC ROLE  |  | $\square$                     | check if pr                                  | oject perforn                            | ned with curi                       | rent firm  |     |
|  | D.         | Project Engineer responsible for qua<br>to resolve client milestone review co<br>compliance with the requirements o<br>through scope and fee coordination  | ality control and quality<br>omments in addition to<br>f the QC/QA program.<br>to project deliverables | y assurance fo<br>internal design<br>Additionally, o<br>S. | r the pr<br>n team<br>confirm | roject. Proj<br>coordinatio<br>ned project ( | ect role ir<br>on to com<br>deliverab    | ncluded o<br>plete tec<br>les achie | client coordination<br>hnical reviews in<br>eved project objection | ves |

|              | E. RESUME  | S OF KEY PERSON  | VEL PROPOSI  | ED FO  | R THIS CONTRA   | <b>C</b> T   |   |
|--------------|--|--|--|--|---|--|---|
| 12. N        | AME  | 13. ROLE IN THIS CONTRACT  | ſ  |  |   | 14. YE   | ARS EXPERIENCE  |
| Shi          | rin Mathakari PF   | Lead Civil Engineer  |  |  | A   | . TOTAL  | B. WITH CURRENT FIRM  |
|              |  | Loud on Engineer   |  |  |   | 15   | 13  |
| 15. Fl       | RM NAME AND LOCATION (City and State)  |  |  |  |   |  |   |
| 14           | RDM INTERNATIONAL, INC.  | (Sterling, VA)   |  | TECIONA                                      |   | and Dissipli   | 20  |
| IO. E        |  |  | 17. CURRENT PROF   | ESSIONA                                      | L REGISTRATION (State   | anu Discipii   | ne)   |
| BE,          | Civil Engineering,   |  | Professional E   | Enginee                                      | er: CA (#87070),  | VA   |   |
| 18. 0        | THER PROFESSIONAL QUALIFICATIONS (Publicati  | ons, Organizations, Training, A  | wards, etc.)   |  |   |  |   |
| Shi<br>all c | rin has 15 years of experience in civi<br>civil design elements and serve as th  | l engineering, speciali<br>e Engineer of Record                          | zing in paveme<br>similar to his ro                                    | nt desig<br>ble on p                         | gn, evaluation, ai<br>previous design p   | nd mainte<br>rojects at                              | nance. Shirin will lead<br>BUR.   |
| 19. R        | ELEVANT PROJECTS   |  |  |  |   |  |   |
|              | (1) TITLE AND LOCATION (City and State)  |  |  |  | (2) Y   | EAR COMPLE   | ETED  |
|              | Airside Pavement Rehabilitation  | CO   | NSTRUCTION (if applicable)   |  |   |  |   |
|              | Burbank Airport (BUR)   Burbank  | х, <b>СА</b>   |  |  | 2021  |  | 2021  |
| Δ            | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE  |  |  |  | check if project perfo  | med with cu  | rrent firm  |
|              | Aviation Engineer to assist airside d<br>Project role includes quality review<br>Construction Management Plan dev  | lesign of various pave<br>and development of pl<br>/elopment.            | ment rehabilita<br>lans, specificat                                    | tion and<br>ions, C                          | d reconstruction<br>SPP, cost estima  | projects ti<br>te review                             | hroughout airfield.<br>, project schedule, and  |
|              | (1) TITLE AND LOCATION (City and State)  |  |  |  | (2) Y   | EAR COMPLE   | ETED  |
|              | Taxiway C and Shoulders Rehabi   | litation   Hollywood   | Burbank  | PRO  | FESSIONAL SERVICES  | CO   | NSTRUCTION (if applicable)  |
|              | Airport (BUR)   Burbank, CA  |  |  |  | 2022  |  | 2022  |
| R            | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  |  | $\boxtimes$                                  | check if project perfo  | rmed with cu   | rrent firm  |
| В.           | Shirin served as the Civil Design Ma<br>evaluation and structural analysis th<br>structural and functional evaluation<br>mix analysis.   | anager and Engineer (<br>rough design and pro<br>with NDT, geotechnica   | of Record. Shi<br>vided oversigh<br>al requirements                    | rin was<br>t of des<br>s, and p              | instrumental in p<br>ign development<br>avement thickne                             | erforming<br>Respor<br>ss design                     | g the pavement<br>isibilities included<br>i based on aircraft fleet                         |
|              | (1) TITLE AND LOCATION (City and State)  |  |  |  | (2) Y   | EAR COMPLE   | ETED  |
|              | Cargo Apron Expansion   Sacran   | nento International A  | irport (SMF)   | PRO  | FESSIONAL SERVICES  | CO   | NSTRUCTION (if applicable)  |
|              | Sacramento, CA   |  |  |  | 2021  |  | 2022  |
| C            | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  | 6  |  | check if project perfo  | rmed with cu   | rrent firm  |
| 0.           | Pavement Engineer and Engineer of<br>existing site for subgrade design pa<br>based on current and forecast traffic<br>provide various pavement sections<br>stage design submissions. | rameters using NDT a<br>c data. FAA's design p<br>based on pavement us   | for the paveme<br>and geotechnica<br>procedures wer<br>se and location | nt evalt<br>al inves<br>e follow<br>i. Respo | tigation and design<br>tigation. Detailed<br>ved and the FAA<br>onsible for quality | i. Thorou<br>I future tra<br>RFIELD p<br>/ control i | gnly evaluated the<br>affic was developed<br>program was used to<br>review of all milestone |
|              | (1) TITLE AND LOCATION (City and State)  |  |  |  | (2) Y   | EAR COMPLE   | ETED  |
|              | Taxiway A Rehabilitation   Hollyw  | ood Burbank Airpor   | rt (BUR)   | PRO  | FESSIONAL SERVICES  | CO   | NSTRUCTION (if applicable)  |
|              | (2) RELEE DESCRIPTION (Brief Score Size Cost   |  |  | $\square$                                    | 2019  | mod with ou  | 2020  |
| D.           | (a) DRIEF DESCRIPTION (DHEFSCOPE, SIZE, COSI,  | CIC./ AND SPECIFIC KULE  |  | $\square$                                    | check il project perto  | meu with cu  |   |
| 2.           | Pavement Engineer and Engineer or<br>project included visual field inspecti<br>Taxiways C, D, and Cargo Apron. R   | f Record responsible<br>on, nondestructive tes<br>esponsible for quality | to lead paveme<br>sting, developm<br>control review                    | ent eval<br>ent of r<br>of all m             | uation and desig<br>ehabilitation opti<br>ilestone stage de                         | n of airfie<br>ons and s<br>esign sub                | ld pavement. The<br>structural evaluation for<br>missions.                                  |

|   | E. RESUME   | S OF KEY PERSONI  | NEL PROPOSI  | ED FOI  | R THIS CONTR   | ACT  |   |  |  |
|---|---|---|--|---|--|--|---|--|--|
| 12. N   | AME   | 13. ROLE IN THIS CONTRACT   | Г  |   |  | 14. YE   | ARS EXPERIENCE  |  |  |
| Mat   | thew Diffin, PE   | Lead Pavement Eng   | ineer  |   |  | A. TOTAL   | B. WITH CURRENT FIRM  |  |  |
| 15 FI   | RM NAME AND LOCATION (City and State)   | -   |  |   |  | 15   | 13  |  |  |
|   |   | (Grav. ME)  |  |   |  |  |   |  |  |
| 16. E   | DUCATION (Degree and Specialization)  | (0.2),)   | 17. CURRENT PROF   | ESSIONA   | L REGISTRATION (Stat   | te and Discipli  | ne)   |  |  |
| BS,   | Civil Engineering   |   | Professional Engineer: ME, NC, VA, WY  |   |  |  |   |  |  |
| 18. 0   | THER PROFESSIONAL QUALIFICATIONS (Publication   | ons, Organizations, Training, A   | Awards, etc.)  |   |  |  |   |  |  |
| Mat<br>con<br>dete  | thas more than 15 years of experience<br>trol, construction management, and permining and designing the optimum<br>ELEVANT PROJECTS   | ce in airport and road<br>pavement design and<br>repair strategy.   | way pavement<br>evaluation. He   | constru<br>has ex                                   | iction and desigi<br>tensive experier  | n, material<br>nce evalua  | s testing, quality<br>ting pavement and   |  |  |
|   | (1) TITLE AND LOCATION (City and State)   |   |  |   | (2)  | YEAR COMPLE  | ETED  |  |  |
|   | Airport Pavement Management S   | ystem (APMS)   Sac  | ramento  | PRO   | FESSIONAL SERVICES   | s co   | NSTRUCTION (if applicable)  |  |  |
|   | International Airport (SMF)   Sacr  | amento, CA  |  |   | 2020   |  | n/a   |  |  |
| Λ   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, 6   | and a fam. of al  |  | check if project perfo                              | ormed with cur   | rrent firm   |   |  |  |
| including determination of current and predicted PCI values. A structural evaluation, including NDT, pavement coring, traffic analysis, remaining structural life and PCN calculations were completed for runway & taxiway pavements. Oversaw all aspect of the project and provided support and technical expertise to the team throughout the duration. Worked closely with SMF state to develop a comprehensive 10-year CIP including detailed cost estimates and short-term alternatives where appropriate. |   |   |  |   |  |  | nent coring, traffic<br>Oversaw all aspects<br>closely with SMF staff<br>ere appropriate.         |  |  |
|   | (1) TITLE AND LOCATION (City and State)   |   |  |   | (2)  | YEAR COMPLE  | TED   |  |  |
|   | Runway 13-31 Rehabilitation   Will Rogers World Airport (OKC)   |   |  | PRO   | FESSIONAL SERVICES   | S CO   | NSTRUCTION (if applicable)  |  |  |
|   | Oklahoma City, OK   |   |  |   | 2020   |  | 2021  |  |  |
| R   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE   | mont bliatoring  |   | check if project perfo   | ormed with cu  | rrent firm  |  |  |
| В.  | records investigation, pavement dist<br>penetrating radar survey. Data was<br>alternatives. Detailed cost estimates<br>asphalt and the other PCC – were d                                       | ress mapping, Non-D<br>reduced and recomm<br>were provided to obt<br>esigned with a paver                                 | entern bistering<br>estructive Test<br>endations were<br>ain FAA Grant<br>nent workshop      | ing, sel<br>made<br>funding<br>to deter             | ection of pavem<br>to the airport re<br>for the project.<br>mine which pav                   | ent core lo<br>garding lik<br>Two pave<br>ement was                    | bcations, and ground<br>ely causes and repair<br>ment sections – one<br>s to be used.             |  |  |
|   | (1) TITLE AND LOCATION (City and State)   |   |  |   | (2)  | YEAR COMPLE  | ETED  |  |  |
|   | Pavement Management System L  | Ipdate   Buffalo-Niag   | gara   | PRO   | FESSIONAL SERVICES   | s co   | NSTRUCTION (if applicable)  |  |  |
|   | International Airport (BUF)   Buff  | alo, NY   |  |   | 2019   |  | n/a   |  |  |
| C   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE   |  |   | check if project perfe   | ormed with cu  | rrent firm  |  |  |
| 0.  | and deliverable creation. Mr. Diffin p<br>all stakeholders to customize a reco<br>narratives. Working closely with airp<br>items such as drainage and electric                                  | e for day-to-day activi<br>presented preliminary<br>mmended Capital Imp<br>port staff, Mr. Diffin wo<br>al upgrades.      | ties of the proje<br>CIP recommer<br>provement Prog<br>orked to provide                      | act inclu<br>Idations<br>gram (C<br>e CIP bi        | ading all field wo<br>s to the Authority<br>CIP) including de<br>udgets that inco            | rk collection<br>and coor<br>stailed cost<br>rporated n                | on, technical analysis,<br>dinated closely with<br>t estimates and project<br>on-pavement related |  |  |
|   | (1) TITLE AND LOCATION (City and State)   |   |  |   | (2)  | YEAR COMPLE  | TED   |  |  |
|   | Airfield Pavement Management S<br>Rogers World Airport (OKC)   Okl  | <b>ystem Implementat</b><br>ahoma City, OK  | ion   Will   | PRO   | FESSIONAL SERVICES 2019  | S CO   | NSTRUCTION (if applicable)  |  |  |
|   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE   |  | $\square$   | check if project perfe   | ormed with cu  | rrent firm  |  |  |
| D.  | Project Manager for Pavement Man<br>airfield pavement surfaces to identif<br>was conducted on all airfield pavem<br>geotechnical investigation. The PCN<br>rehabilitation program was establish | agement System Impl<br>y distresses, records<br>ents. A structural eva<br>I was developed for a<br>red using functional a | lementation. Th<br>research, GIS<br>luation was per<br>Il airfield paven<br>nd structural ar | ne work<br>implem<br>formec<br>nents a<br>nalysis v | included a visu<br>entation. A non-<br>l based on NDT<br>t BUR. A comple<br>with yearly budg | al conditio<br>destructive<br>testing, Tr<br>ete 5-year<br>et estimate | n survey of the<br>e testing (NDT)<br>affic analysis, and<br>maintenance and<br>es.               |  |  |

|   | E. RESUME   | S OF KEY PERSON  | NEL PROPOS   | ED FO   | R THIS CONTRAC  | CT   |  |  |  |
|---|---|--|--|---|---|--|--|--|--|
| 12. N                                   | IAME  | 13. ROLE IN THIS CONTRACT  | Г  |   |   | 14. YE   | ARS EXPERIENCE   |  |  |
| Sla                                     | wek Dymerski, PE, GE  | Lead Geotechnical E  | Engineer   |   | A. 1  | OTAL   | B. WITH CURRENT FIRM   |  |  |
| 15 F                                    | IPM NAME AND LOCATION (City and State)  |  |  |   | ·   | 28   | 28   |  |  |
| 13.1                                    | RMA Group (Rancho Cucamo  | unga CA)   |  |   |   |  |  |  |  |
| 16. E                                   | DUCATION (Degree and Specialization)  |  | 17. CURRENT PROF   | ESSIONA   | L REGISTRATION (State a   | nd Discipli  | ne)  |  |  |
| BS                                      | , Civil Engineering   |  | Professional I<br>Geotechnical   | Engine  | er: CA (#63389), N<br>per: CA (#2764)   | V  |  |  |  |
| 18 0                                    | THER PROFESSIONAL OLIALIFICATIONS (Publicati  | ons Organizations Training A   | wards, etc.)   |   |   |  |  |  |  |
| Sla                                     | wek has more than 25 years of engin   | eering experience in   | cluding nearly f   | wo dec  | ades in project ma  | anageme  | ent. He has been   |  |  |
| invo<br>geo<br>has<br>cor<br>"No<br>suc | involved in all aspects of field exploration and data analysis for a wide range of pavement evaluation, construction inspection, geotechnical exploration, and design projects including a wide range of airfield projects throughout southern California. Slawek has experience on more than 200 airport projects giving him unparalleled knowledge of FAA Standards and practices. He has comprehensive knowledge of FAA Advisory Circulars 150 / 5320-6E "Airport Pavement Design and Evaluation" and 150 / 5370-11 "Non-Destructive Testing of Airport Pavements". With his airport experience spanning design and construction, Slawek applies successful construction solutions during the design and construction process. |  |  |   |   |  |  |  |  |
| 19. R                                   | ELEVANT PROJECTS  |  |  |   |   |  |  |  |  |
|   | (1) TITLE AND LOCATION (City and State)   |  |  |   | (2) YE  | AR COMPLE  | TED  |  |  |
|   | On-Call Materials Testing & Inspe<br>Burbank Airport (BUR)   Burbank  | ection Services   Hol<br>x, CA   | llywood-   | PROFESSIONAL SERVICES CON   |   |  | NSTRUCTION (if applicable)   |  |  |
|   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,   | etc.) AND SPECIFIC ROLE  |  | $\square$   | check if project perform  | ed with cur  | rent firm  |  |  |
| A.                                      | Slawek is responsible for various ta<br>runway rehabilitation which included<br>design. He has managed inspectior<br>concrete laydown and asphalt batch<br>and aggregates. Slawek is responsi<br>runways, and aprons. He also ensu<br>working during operational hours, a   | sk orders. He has pro<br>d determination of soils<br>and testing of fill plac<br>plants, and quality as<br>ble for coordinating la<br>res that all RMA perso<br>nd specifically FAA re | vided geotechr<br>s and existing  <br>cement, compa<br>ssurance testin<br>b testing and a<br>pnnel are prope<br>gulations. | nical an<br>paveme<br>iction te<br>g of as<br>inalyzin<br>erly trai | Id materials engine<br>ent properties and<br>esting of base cour<br>phalt concrete, Poi<br>ig test results durir<br>ned in health and s | ering fo<br>condition<br>ses, insp<br>tland ce<br>ng const<br>safety is: | r new taxiways and<br>ns for new pavement<br>pection of asphalt<br>ement concrete,<br>ruction of taxiways,<br>sues relating to |  |  |
|   | (1) TITLE AND LOCATION (City and State)   |  |  |   | (2) YE  | AR COMPLE  | TED  |  |  |
|   | Taxiway A Rehabilitation   Hollyw   | ood Burbank Airpor   | rt (BUR)   | PRO   | FESSIONAL SERVICES  | CO   | NSTRUCTION (if applicable)   |  |  |
|   | Burbank, CA   |  |  |   | 2020  |  | 2020   |  |  |
| В.                                      | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,   | etc.) AND SPECIFIC ROLE  |  | $\square$   | check if project perform  | ed with cur  | rrent firm   |  |  |
|   | Slawek was responsible for all aspe<br>RMA Group for the Taxiway A Reha<br>of the airport.  | ects of quality control a<br>abilitation project at Ho   | and oversight o<br>ollywood-Burba  | f the ge<br>ank Airp  | eotechnical engine<br>port. The project is  | ering inv<br>located   | estigation prepared by<br>on the northeast side  |  |  |
|   | (1) TITLE AND LOCATION (City and State)   |  |  |   | (2) YE  | AR COMPLE  | TED  |  |  |
|   | Runway 8-26 & Runway 15-33 Re   | habilitation   Hollyw  | ood Burbank  | PRO   | FESSIONAL SERVICES  | CO   | NSTRUCTION (if applicable)   |  |  |
|   | Airport (BUR)   Burbank, CA   |  |  |   | 2016  |  | 2016   |  |  |
|   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,   |  | $\bowtie$  | check if project perform  | ed with cur   | rent firm  |  |  |  |
| C.                                      | Slawek completed geotechnical des<br>hired to address one of the airport's<br>extended Taxiway D from the south<br>airport's main landing path. The pro<br>of the asphalt pavement, and the ac<br>instead of waiting behind commerci  | sign services for the R<br>main safety concerns<br>ern edge of Runway 1<br>ject also included the<br>ddition of a tie-in to Ta:<br>al planes.  | eunway 8-26 ar<br>s. As the Airpor<br>5-33, the main<br>relocation of th<br>xiway D that al                                | nd 15-3<br>rt grew,<br>takeof<br>ne airpo<br>lows se                | 3 Rehabilitation pro-<br>its main artery ne<br>f runway, to the ea<br>ort service road an<br>ervice planes, such                        | ojects. R<br>eded ex<br>stern en<br>d guard<br>as UPS                    | MA Group was<br>tension. The project<br>d of Runway 8-26, the<br>kiosk, reconstruction<br>aircraft, to turn out                |  |  |

ROM

|   | E. RESUM   | ES OF KEY PERSON   | NEL PROPOS   | SED FOR                            | THIS CONTRAC   | CT                             |   |  |
|---|--|--|--|------------------------------------|--|--------------------------------|---|--|
| 12. N   | AME  | 13. ROLE IN THIS CONTRAC   | Т  |                                    | 14. YEARS  | EXPERIEN                       | ICE   |  |
| Ste   | phanie Wagner, PE, PLS   | Lead Civil Engineer  |  | A. TOTAL                           |  | B. WITH CURRENT FIRM           |   |  |
| 45.5  |  |  |  |                                    | 4  | 6                              | 31  |  |
| 15. F   | RM NAME AND LOCATION (City and State)  | / Inc. (Northridge, CA   | )  |                                    |  |                                |   |  |
| 16 E  | SURVEY, INC. VVAGILEI ELIGILEELIIIG & SULVEY<br>SURVEY, INC. VVAGILEI ELIGILEELIIIG & SULVEY   | , inc. (Northnage, CA  |  | FESSIONAL E                        | PEGISTRATION (State an                                       | d Disciplin                    | 10)   |  |
| 10. L   | DOCATION (Degree and Specialization)   |  | Professional I                                       | Fnaineer                           |  |                                | ssional Land Surveyor   |  |
| BS  | Civil Engineering  |  | CA (#5752); L  | LEED Acc                           | credited Professio   | onal (20                       | 04)   |  |
| 18. C   | THER PROFESSIONAL QUALIFICATIONS (Publicati  | ons, Organizations, Training, I  | Awards, etc.)  |                                    |  |                                |   |  |
| Ms<br>and<br>Los  | Wagner is a well-known leader in th<br>has managed civil design and const<br>Angeles and numerous other munic<br>ELEVANT PROJECTS  | e civil engineering an truction surveys for L/ ipalities.  | d land surveyin<br>AUSD, CALTRA                      | ng profess<br>ANS, Met             | sions. She is the c<br>ro, Alameda Corr                      | idor Ea                        | ed founder of her firm st, City and County of                                   |  |
|   | (1) TITLE AND LOCATION (City and State)  |  |  | (2) YEAR C                         | OMPLETED   |                                |   |  |
|   | Engineering Design Services Tax  | kiway C-14 and D, LA   | A, CA   Los  | PROFESSIO                          | ONAL SERVICES  | CONSTR                         | UCTION (if applicable)  |  |
|   | Angeles International Airport (LA  | AX)   Los Angeles, C   | A  |                                    | 2019   |                                |   |  |
|   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  |  | C                                  | heck if project performe                                     | d with curi                    | rent firm   |  |
| Α.  | <sup>A</sup> Ms. Wagner. as Principal Surveyor, managed the topographic surveys including spot elevations along existing roads, ramps and taxiways. The survey team located inlets, manholes, utilities, edge and centerline lights, signs, valves, meters, fire hydrants and more. She oversaw the determined benchmarks on established controls. A fence line was designed and a layered, color coded and a topographic map was delivered. |  |  |                                    |  |                                |   |  |
|   | (1) TITLE AND LOCATION (City and State)  |  |  | (2) YEAR C                         | OMPLETED   |                                |   |  |
|   | FAA Airports Geographic Inform   | ation System Close   | Out Survey   | PROFESSIO                          | ONAL SERVICES  | CONSTR                         | UCTION (if applicable)  |  |
|   | Los Angeles International Airpor   | t (LAX)   Los Angele   | es, CA   |                                    | 2018   |                                |   |  |
| R   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  |  |                                    | check if project performe                                    | d with cur                     | rent firm   |  |
| 5.  | Ms. Wagner, Principal Surveyor, ma<br>methodology met AGIS standards a<br>National Geodetic Survey (NGS) or<br>photographs of the blast walls, runw  | anaged the AGIS surv<br>and all data collected v<br>ganization. Deliverabl<br>vay ends and more. | ey performed f<br>was formatted f<br>es included sur | or LAWA<br>to these s<br>rvey data | at LAX. The surv<br>standards to be in<br>, sketches, narrat | ey ensu<br>complia<br>ive repo | ured field data collection<br>ance with the FAA and<br>ort and detailed labeled |  |
|   | (1) TITLE AND LOCATION (City and State)  |  |  | (2) YEAR C                         | OMPLETED   |                                |   |  |
|   | Utilities Landside Access Moder  | nization Project Ena   | bling Project  | PROFESSIO                          | ONAL SERVICES  | CONSTR                         | UCTION (if applicable)  |  |
|   | Los Angeles International Airpo  | ort (LAX)   Los Ange   | les, CA  |                                    | 2020   |                                |   |  |
| 0   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  |  |                                    | heck if project performe                                     | d with cur                     | rent firm   |  |
| U.  | Ms. Wagner managed multiple task orders for this LAX Airport project. Tasks including utility investigation via potholing, topographic survey for service road widening, survey for parking lot E construction, survey for parking lot C construction, USA floor survey, waterline relocation survey, parking structure survey/construction staking.   |  |  |                                    |  |                                |   |  |
|   | (1) TITLE AND LOCATION (City and State)  |  |  | (2) YEAR C                         | OMPLETED   |                                |   |  |
|   | Taxiway D Extension Project   Ho   | ollywood-Burbank A   | irport (BUR)   | PROFESSIO                          | ONAL SERVICES  | CONSTR                         | UCTION (if applicable)  |  |
|   | Burbank, CA  |  |  |                                    | 2014   |                                | 2014  |  |
| D   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  |  |                                    | check if project perfor                                      | med with o                     | current firm  |  |
| D. Ms. Wagner, Project Manager responsible for the aerial survey, mapping and detailed survey cross-sections for the extra of Taxiway "D" at the Burbank Airport. Supplemental field survey included all visible utilities, runway/taxiway lighting, ele junction structures, drainage structures and more. |  |  |  |                                    |  |                                | ns for the extension<br>ay lighting, electrical                                 |  |

|              | E. RESUME  | S OF KEY PERSON  | VEL PROPOSI  | ED FOI                                       | R THIS CONTI  | RACT  |   |
|--------------|--|--|--|--|---|---|---|
| 12. N        | AME  | 13. ROLE IN THIS CONTRACT  | -  |  |   | 14. YE                                      | ARS EXPERIENCE  |
| Dav          | vid Burgess, PE, PhD   | neer   |  |  | A. TOTAL  | B. WITH CURRENT FIRM                        |   |
| 15 EI        | PM NAME AND LOCATION (City and State)  | 5  |  |  |   | 32  | 3   |
| 13.11        |  | (Sterling VA)  |  |  |   |   |   |
| 16. E        | DUCATION (Degree and Specialization)   | (otorning, vrt)  | 17. CURRENT PROF   | ESSIONA                                      | L REGISTRATION (S   | tate and Discipli                           | ne)   |
| PhD          | ), Electrical Engineering; MEng, Con   | struction  | Professional E   | Enginee                                      | er: CA (#24483  | 3) DC, GA, I                                | MD, NC, NJ, NM, NY,   |
| Mar          | nagement; BS, Electrical Engineering   | <b>j</b>   | SC, VA, VT, V  | ٧V   | •   | • • • •                                     |   |
| 18. 0        | THER PROFESSIONAL QUALIFICATIONS (Publication)   | ons, Organizations, Training, A  | wards, etc.)   |  |   |   |   |
| AA/<br>Illur | AE Airport Certified Employee (ACE)<br>ninating Engineering Society (IES), A   | ) – Airfield Lighting Ma<br>Airport Lighting Commi   | iintenance; Soc<br>ittee   | ciety of                                     | American Milit  | ary Enginee                                 | ers (SAME);   |
| 19. R        | ELEVANT PROJECTS   |  |  |  |   |   |   |
|              | (1) TITLE AND LOCATION (City and State)  |  |  |  | (2  | 2) YEAR COMPLI                              | ETED  |
|              | Terminal 8 Taxilane Rehabilitation   | n   John F. Kennedy  | International  | PRO  | FESSIONAL SERVIC  | ES CO                                       | NSTRUCTION (if applicable)  |
|              | Airport   Jamaica, NY  |  |  |  | 2021  |   | 2022  |
| Δ            | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, 6  |  | $\boxtimes$  | check if project pe                          | rformed with cu   | rrent firm                                  |   |
|              | Lead Electrical Engineer responsibl<br>development, PANYNJ standards co<br>deliverables and project phasing. Pr<br>meeting attendance and comment r  | e for preliminary proje<br>ompliance. Role expar<br>roject role included cor<br>esolution.           | ct developmen<br>nded to assist v<br>ordination with             | t assoc<br>with qua<br>the clie              | siated with clier<br>ality control an<br>ent and project        | nt coordinati<br>d quality as<br>team throu | on, scope and fee<br>surance for civil project<br>gh updates progress     |
|              | (1) TITLE AND LOCATION (City and State)  |  |  |  | (2  | 2) YEAR COMPLE                              | ETED  |
|              | AFL and ATCT Tower Generator,  | FL and ATCT Tower Generator, UPS, and Power Upgrades   |  |  | FESSIONAL SERVIC  | ES CO                                       | NSTRUCTION (if applicable)  |
|              | Mather Airport (MHR)   Sacramer  | nto, CA  |  |  | 2020  |   | 2020  |
| R            | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,<br>Flectrical Engineer for airport nowe  | etc.) AND SPECIFIC ROLE<br>r system ungrades in s  | support of futur   |  | check if project pe   | rformed with cu<br>narades at               | rrent firm<br>MHR_Indoor_standby  |
| 2.           | generators are being replaced with<br>A new Uninterruptible Power Supply<br>systems. Constant current regulator<br>technology.                       | outdoor type at both th<br>(UPS) system is bein<br>rs, the lighting control s                        | ne Air Traffic C<br>ng added to the<br>system, and su            | ontrol T<br>ALV to<br>pport f                | Tower (ATCT) a<br>support zero<br>iber cables are               | and Airfield<br>second pow                  | Lighting Vault (ALV).<br>ver transfer for critical<br>upgraded to current |
|              | (1) TITLE AND LOCATION (City and State)  |  |  |  | (2  | ) YEAR COMPLI                               | ETED  |
|              | Airside Pavement Rehabilitation  | Design - 4 Areas   Ho  | ollywood   | PRO  | FESSIONAL SERVIC  | ES CO                                       | NSTRUCTION (if applicable)  |
|              | Burbank Airport (BUR)   Burbank  |  |  | $\square$                                    | 2021  | rformed with ou                             | 2021  |
| C.           | (3) BRIEF DESCRIPTION (BHEF Scope, Size, Cost, (   | elc.) AND SPECIFIC ROLE  |  |  | check if project pe   | rformed with cu                             | rrent nrm   |
|              | Electrical Engineer for the design of<br>accommodate pavement geometry<br>change to relocate an adjacent light<br>geometry changed. Prepared lightin | taxiway edge lighting<br>and marking improven<br>ed sign and circuit und<br>ig layout plans, specifi | layout for the enerts, including der constructio cations, and co | entranc<br>g reloca<br>n in orc<br>ost estin | e to Aircraft Pa<br>ation of manda<br>der to avoid a s<br>mate. | arking Ram<br>tary lighted<br>second reloc  | o Delta to<br>signs. Initiated a<br>cation when pavement                  |
|              | (1) TITLE AND LOCATION (City and State)  |  |  |  | (2  | ?) YEAR COMPLE                              | ETED  |
|              | Runway 6-24 Rehabilitation   Tete  | erboro Airport (TEB)   | New Jersey   | PRO  | FESSIONAL SERVIC  | ES CO                                       | NSTRUCTION (if applicable)  |
|              | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  |  | $\square$                                    | 2019<br>check if project pe                                     | rformed with cu                             | 2020<br>rrent firm  |
| D.           |  |  |  |  | P   |   |   |
|              | Prepared airfield lighting circuit load<br>total circuit load, he verified minimal<br>values of new and modified lighting                            | l and insulation resista<br>l modifications were re<br>circuits for use in field                     | nce calculatior<br>equired to the e<br>verification.             | ns in su<br>existing                         | pport of the ru<br>lighting vault. I                            | nway rehab<br>Estimated ir                  | ilitation. By quantifying<br>sulation resistance                          |

|   | E. RESUM  | ES OF KEY PERSON   | INEL PROPOS  | SED FOR  | R THIS CON   | ITRACT  |   |  |
|---|---|--|--|--|--|---|---|--|
| 12. N   | AME   | 13. ROLE IN THIS CONTRACT  | Т  |  |  | 1   | 4. YEARS EXPERIENCE   |  |
| Tor   | n Loo DF  | Civil Engineer   |  |  |  | A. TOTAL  | B. WITH CURRENT FIRM  |  |
| 101   |   |  |  |  |  | 28  | 8   |  |
| 15. F   | IRM NAME AND LOCATION (City and State)  | /=   |  |  |  |   |   |  |
| E a second  | RDM INTERNATIONAL, INC.   | (Philadelphia, PA)   |  |  |  |   |   |  |
| 16. E   | DUCATION (Degree and Specialization)  |  | 17. CURRENT PROF   | ESSIONAL   | REGISTRATION   | (State and Dis  | cipline)  |  |
| MS<br>DC  | , CIVII Engineering; BS, CIVII Enginee  | ring;  | Professional E   | Engineer   | : PA, DE, N  | J, NY, MD   | , NH, VA, WV, KY, FL  |  |
| 18.0  | THER PROFESSIONAL OUAL FICATIONS (Publication)  | ons Organizations Training A   | Awards, etc.)  |  |  |   |   |  |
| Tor   | n is the aviation design manager and  | a senior engineer for  | RDM, specializ   | zing in ai                                       | rside civil er   | ngineering  | J. He has led the evaluation  |  |
| anc   | I complex design efforts for more tha   | n 60 airfield projects.  | -  | -  |  |   |   |  |
| 19. R   | ELEVANT PROJECTS  |  |  |  |  |   |   |  |
|   | (1) TITLE AND LOCATION (City and State)   |  |  |  |  | (2) YEAR CO   | DMPLETED  |  |
|   | Taxiway C and Shoulders Rehabi  | Burbank  | PROFE  | SSIONAL SERV                                     | ICES   | CONSTRUCTION (if applicable)                            |   |  |
|   | Airport (BUR)   Burbank, CA   |  |  |  | 2022   |   | 2022  |  |
| ^   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE   |  |  |  | check if project p   | performed with  | h current firm  |  |
| A.  | civil/site work design, including existing grading evaluation, overall layout geometrics and pavement design and general airside design. Work includes review of current as-built information, technical specification development, construction development plan and coordination with utilities, quality control review of all design and deliverable compilation. Design development, construction phasing review and develop paving details / repair details. |  |  |  |  |   |   |  |
|   | (1) TITLE AND LOCATION (City and State)   |  |  |  |  | (2) YEAR CO   | DMPLETED  |  |
|   | Cargo Apron Expansion   Sacramento International Airport (SMF)  |  |  | PROFE  | SSIONAL SERV   | ICES  | CONSTRUCTION (if applicable)  |  |
|   | Sacramento, CA  |  |  |  | 2021   |   | 2022  |  |
| D   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, 6   | etc.) AND SPECIFIC ROLE  |  |  | check if project p   | performed wit   | h current firm  |  |
| D.  | overall layout geometrics Work inclu<br>development plan and coordination<br>compilation. Responsible for the over<br>design report and estimated constru   | ided review of current<br>with stormwater and e<br>erall development of b<br>uction costs.           | e to lead civil/s<br>t as-built inform<br>electrical utilitie<br>id construction | ation, teo<br>s, quality<br>docume               | chnical spect<br>control rev<br>control rev                | cification d<br>riew of all o<br>g plans, s             | levelopment, construction<br>design and deliverable<br>pecifications, engineer's                                    |  |
|   | (1) TITLE AND LOCATION (City and State)   |  |  |  |  | (2) YEAR CO   | DMPLETED  |  |
|   | Pavement Rehabilitation for Posi  | tion 350 & Hold Bay  | 15   Ronald  | PROFE  | SSIONAL SERV   | ICES  | CONSTRUCTION (if applicable)  |  |
|   | Reagan Washington National Air  | port (DCA)   Alexand   | dria, VA   |  | 2021   |   | 2021  |  |
| 0   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE  |  |  | check if project p   | performed wit   | h current firm  |  |
| C.  | Airside Lead Civil Engineer respons<br>of paving details / repair details. Wo<br>construction detail plans and quality<br>pavement structure and geometry la<br>alignment of Taxiway November.  | ible for civil work desi<br>rk includes review of o<br>control review of pav<br>ayout recommendation | ign of existing a<br>current as-built<br>rement design a<br>ns with respect      | and prope<br>informat<br>and delive<br>to the ne | osed pavem<br>tion, technic<br>erable items<br>ew North Te | ent design<br>al specific<br>s. The proj<br>erminal apr | n and development<br>ation development,<br>ject included specific airfield<br>ron area and the current              |  |
|   | (1) TITLE AND LOCATION (City and State)   |  |  |  |  | (2) YEAR CO   | DMPLETED  |  |
|   | Runway 9-27 Rehabilitation   Cinc<br>Airport (CVG)   Hebron, KY   | cinnati/Northern Ker   | ntucky   | PROFE  | essional servi<br>2020                                     | ICES  | CONSTRUCTION (if applicable)<br>2021  |  |
|   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE  |  | $\square$  | check if proje   | ct performed  | with current firm   |  |
| Project Engineer responsible for civil/site work design, including existing and proposed pavement of<br>and development of paving details / repair details. Designed improvement of both asphalt and conc<br>Runway 9/27, Taxiways K and J and connector taxiway system. Work includes review of current as<br>specification development, construction development plan and coordination with utilities, quality co<br>deliverable compilation. |   |  |  |  |  | ment desig<br>d concrete<br>ent as-bui<br>ality contro  | gn and layout geometrics<br>e pavement to rehabilitate<br>ilt information, technical<br>ol review of all design and |  |

## R

|   | E. RESUM   | ES OF KEY PERSON   | INEL PROPOS   | SED FC                                     | OR THIS CO  | NTRACT   | Γ   |  |                               |
|---|--|--|---|--|---|--|---|--|-------------------------------|
| 12. N   | AME  | 13. ROLE IN THIS CONTRACT  | Г   |  |   |  | 14. YEAR                                    | S EXPERIENCE                                       |                               |
| Roi   | da Xie PF  | Pavement Engineer  |   |  |   | A. TOT   | AL  | B. WITH CURRE                                      | ENT FIRM                      |
| Dei   |  |  |   |  |   | 36   |   | 14   |                               |
| 15. FI  | RM NAME AND LOCATION (City and State)  |  |   |  |   |  |   |  |                               |
|   | RDM INTERNATIONAL, INC.  | (Sterling, VA)   |   |  |   |  |   |  |                               |
| 16. E   | DUCATION (Degree and Specialization)   |  | 17. CURRENT PROF  | ESSIONA                                    | L REGISTRATION  | I (State and I                                     | Discipline)                                 |  |                               |
| MS  | , Civil Engineering  |  | Professional E  | Enginee                                    | er: VA  |  |   |  |                               |
| B2,   | Highway Engineering  | O  |   | 0  |   |  |   |  |                               |
| Roi   | da has more than 35 years of experie   | ons, organizations, training, P  | warus, etc.)  | oring                                      | His onginog   | ring spor  | ialtios a                                   | ro dosian ov                                       | aluation                      |
| and<br>star   | I maintenance of airport and roadway<br>ndards from the FAA, DoD, AASHTC<br>ELEVANT PROJECTS   | pavements. He has i<br>and related industrie   | n-depth knowle<br>s with proficien  | edge ar<br>t use o                         | nd experienc<br>f correspond                                  | e applyir<br>ling softw                            | ng currer<br>vare pac                       | nt pavement o<br>kages.                            | design                        |
|   | (1) TITLE AND LOCATION (City and State)  |  |   |  |   | (2) YEAR   | COMPLETE                                    | ED   |                               |
|   | Runway 9-27 Rehabilitation   Cine  | cinnati / Northern Ke  | entucky   | PRO  | FESSIONAL SER   | VICES  | CONS  | TRUCTION (if appl                                  | icable)                       |
|   | International Airport (CVG)   Heb  | ron, Kentucky  |   |  | 2020  |  |   | 2021   |                               |
|   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  |  | $\square$   | check if project                           | t performed v   | with current                                       | t firm                                      |  |                               |
| A.  | A. Pavement Engineer responsible for the evaluation of the existing pavement conditions, functional and structural. Performed non-destructive testing and provided locations for geotechnical investigations. Reviewed the construction history for better understanding the existing pavement structures constructed at different times. Provided rehabilitation design for the future traffic requirements with sensitivity analysis for the traffic for alternative rehabilitation methods, including "mill/replacement" and full reconstruction. |  |   |  |   |  |   |  | ed<br>er<br>e traffic<br>full |
|   | (1) TITLE AND LOCATION (City and State)  |  |   |  |   | (2) YEAR   | COMPLETE                                    | ED   |                               |
|   | Pavement Rehabilitation for Position 350 & Hold Bay 15   Ronald  |  |   | PRO  | FESSIONAL SER   | VICES  | CONS  | TRUCTION (if appl                                  | icable)                       |
|   | Reagan Washington National Air   | port (DCA)   Alexand   | Iria, VA  |  | 2021  |  |   | 2021   |                               |
| D   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  |   | $\bowtie$                                  | check if project  | t performed  | with current                                | t firm   |                               |
| D.  | Pavement Engineer responsible for<br>Performed nondestructive testing an<br>exiting surface conditions and provi<br>Provided rigid (PCC) pavement stru   | the evaluation of the end ground penetration ded short-term solution cture for the parking p | existing pavement<br>scan data evation for the hold to<br>position to addre | ent stru<br>luation<br>bay to b<br>ess the | ictures at the<br>Analyzed the<br>compatible<br>static loadir | e hold ba<br>ne testing<br>e with fut<br>ng condit | y and a j<br>g data wi<br>cure expa<br>ion. | parking positi<br>ith the cores a<br>ansion in the | ion.<br>and<br>area.          |
|   | (1) TITLE AND LOCATION (City and State)  |  |   |  |   | (2) YEAR   | COMPLETE                                    | ED   |                               |
|   | Runway 2-20 Pavement Repair   0  | Columbia Regional A  | irport (COU)  | PRO  | FESSIONAL SER   | VICES  | CONS  | TRUCTION (if appl                                  | icable)                       |
|   | Columbia, MO   |  |   |  | 2018  |  |   | 2021   |                               |
| •   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  |   | $\square$                                  | check if project  | t performed  | with current                                | t firm   |                               |
| C.  | Project Engineer – Performed NDT<br>what the geotechnical investigation<br>deep undercut and saved construct   | data analysis to provi<br>indicated otherwise. C<br>ion cost and time.                       | de reasonable<br>Cost-effective re  | in-situ :<br>epair oj                      | subgrade su<br>ptions were p                                  | pport stre<br>provided                             | engths th<br>that elim                      | hat was stron<br>hinated the ne                    | ger than<br>eed for           |
|   | (1) TITLE AND LOCATION (City and State)  |  |   |  |   | (2) YEAR   | COMPLETE                                    | ED   |                               |
|   | Cargo Apron Expansion   Sacran   | nento International A  | Airport (SMF)   | PRO  | FESSIONAL SER   | VICES  | CONS  | TRUCTION (if appl                                  | icable)                       |
|   | Sacramento, CA   |  |   |  | 2021  |  |   | 2022   |                               |
|   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,  | etc.) AND SPECIFIC ROLE  |   | $\square$                                  | check if proj   | ject perform                                       | ed with curr                                | ent firm   |                               |
| D.<br>Responsible for the pavement designs in the expansion area in consideration of transition to the existing pavement area. Differ traffic patterns were considered for the pavement designs based on the parking positions and moving routes. |  |  |   |  |   |  | Different                                   |  |                               |

|                   | E. RESUM   | ES OF KEY PERSON   | INEL PROPOS   | SED FO                             | R THIS CONTR   | ACT                                  |  |  |  |
|-------------------|--|--|---|------------------------------------|--|--------------------------------------|--|--|--|
| 12. N             | AME  | 13. ROLE IN THIS CONTRACT  | Г   |                                    |  | 14. YE                               | ARS EXPERIENCE   |  |  |
| Ric               | k Bovd   | Construction Manag   | er  |                                    | A  | TOTAL                                | B. WITH CURRENT FIRM   |  |  |
| 15 5              |  |  |   |                                    |  | 37                                   | 7  |  |  |
| 15. F             |  | (Houston TX)   |   |                                    |  |                                      |  |  |  |
| 16 F              | DUCATION (Degree and Specialization)   |  | 17 CURRENT PROF                                       | ESSIONAL                           | REGISTRATION (State  | and Disciplin                        | ne)  |  |  |
|                   |  |  | ,   | 200101112                          |  |                                      |  |  |  |
| n/a               |  |  | n/a   |                                    |  |                                      |  |  |  |
| 18. 0             | THER PROFESSIONAL QUALIFICATIONS (Publication)   | ons, Organizations, Training, A  | Awards, etc.)   |                                    |  |                                      |  |  |  |
| Mr.<br>Res<br>wor | Boyd has more than 35 years of con<br>sident Project Representative (RPR) a<br>ked closely with contractors and faci<br>eLEVANT PROJECTS   | struction experience v<br>and Construction Man<br>lity owners to develop   | which have invo<br>nagement tasks<br>construction s   | olved ma<br>s. Mr. Bo<br>chedules  | aterials testing, q<br>yd has overseer<br>s, phasing plans | uality con<br>construc<br>& efficier | ntrol/quality assurance,<br>action operations and<br>ncy improvements. |  |  |
|                   | (1) TITLE AND LOCATION (City and State)  |  |   |                                    | (2) \  | YEAR COMPL                           | ETED   |  |  |
|                   | Taxiway M Rehabilitation   Dallas  | Fort Worth Internat  | ional Airport   | PROFI                              | ESSIONAL SERVICES  | CO                                   | ONSTRUCTION (if applicable)  |  |  |
|                   | (DFW)   Dallas, TX   |  |   |                                    | 2022   |                                      | 2022   |  |  |
| Λ                 | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE  |  |   |                                    | check if project perfor                                    | med with cur                         | rent firm  |  |  |
| л.                | Provided CM Services, submittal review for all concrete and asphalt work items. On-site observation of all paving processes that include the P-403, P-401 and P-501 test strips. Conduct plant inspections prior to the paving process to ensure all standards and specifications are being met. Document all site visits and submit extensive observation reports along with continued documentation of all testing and PWL calculations. |  |   |                                    |  |                                      |  |  |  |
|                   | (1) TITLE AND LOCATION (City and State)  |  |   |                                    | (2) \  | YEAR COMPL                           | ETED   |  |  |
|                   | Non-Standard Taxiways - Hot Spots Design and Construction  |  |   | PROFI                              | ESSIONAL SERVICES  | CO                                   | ONSTRUCTION (if applicable)  |  |  |
|                   | Houston Hobby International Air  | oort (HOU)   Houstor   | n, TX   | _                                  | 2022   |                                      | 2022   |  |  |
| D                 | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e  | etc.) AND SPECIFIC ROLE  |   | $\boxtimes$                        | check if project perfor                                    | med with cur                         | rent firm  |  |  |
| В.                | Provided CM Services and RDM Pr<br>personnel and inspection coordinati   | oject coordination. Pro<br>on.   | oject currently (                                     | under de                           | esign with constr  | ruction to                           | follow requiring   |  |  |
|                   | (1) TITLE AND LOCATION (City and State)  |  |   |                                    | (2) \  | YEAR COMPL                           | ETED   |  |  |
|                   | Runway 18R-36L Reconstruction  | Dallas Fort Worth  | International   | PROFI                              | ESSIONAL SERVICES  | CO                                   | ONSTRUCTION (if applicable)  |  |  |
|                   | Airport (DFW)   Dallas, TX   |  |   |                                    | 2022   |                                      | 2022   |  |  |
| C.                | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, 6  | etc.) AND SPECIFIC RULE  |   |                                    | cneck if project perfor                                    | med with cur                         | rent firm  |  |  |
|                   | Construction Management Services<br>included but are not limited to the pl<br>submittals prior to construction as w  | s, Asphalt and Concre<br>acement of all asphale<br>rell as the observation | te Plant Inspec<br>t and concrete<br>n of the asphalt | tions. Or<br>material<br>control s | n -Site observat<br>for the runway p<br>strips.            | ions of co<br>project. Re            | nstruction activities that<br>eviewing JMF's and                       |  |  |
|                   | (1) TITLE AND LOCATION (City and State)  |  |   |                                    | (2)  | YEAR COMPL                           | ETED   |  |  |
|                   | Taxiway A Rehabilitation   Hollyw  | ood Burbank Airpor   | rt (BUR)  | PROFI                              | ESSIONAL SERVICES  | CO                                   | ONSTRUCTION (if applicable)  |  |  |
|                   | Burbank, CA  |  |   |                                    | 2019   |                                      | 2020   |  |  |
| D                 | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e  | etc.) AND SPECIFIC ROLE  |   | $\boxtimes$                        | check if project per                                       | formed with o                        | current firm   |  |  |
| D.                | Construction Phase Services - Responsible for constructability review of milestone stage design submissions. Mr. Boyd provided on-site construction management support, coordinating efforts between the design engineer, construction inspection staff and the contractors.   |  |   |                                    |  |                                      |  |  |  |

|                    | E. RESUM  | ES OF KEY PERSON   | INEL PROPOS  | SED FC  | OR THIS CO   | NTRACT   |  |  |
|--------------------|---|--|--|---|--|--|--|--|
| 12. N              | AME   | 13. ROLE IN THIS CONTRACT  | Г  |   |  | 14.  | YEARS EXPERIENCE   |  |
| Ric                | k Hines PF  | Cost Estimates   |  |   |  | A. TOTAL   | B. WITH CURRENT FIRM   |  |
| T T T T            |   | COSt Estimates   |  |   |  | 19   | 9  |  |
| 15. F              | RM NAME AND LOCATION (City and State)   | (0.1.1.011)  |  |   |  |  |  |  |
| 14 5               | RDM INTERNATIONAL, INC.   | (Columbus, OH)   |  | TECIONA   |  | N (State and Disai   | line)  |  |
| 10. E              | DOCATION (Degree and Specialization)  |  | 17. CORRENT PROF   | ESSIONA   | AL REGISTRATIO   | N (State and Discip  |  |  |
| BS,                | Civil Engineering   |  | Professional E   | Engine  | er: MD, OH,  | or, wv, va   |  |  |
| 18. 0              | THER PROFESSIONAL QUALIFICATIONS (Publication)  | ons, Organizations, Training, A  | Awards, etc.)  |   |  |  |  |  |
| Ric<br>a P<br>acro | K's experience is in civil design, mate<br>roject Engineer for various airport pro<br>pss the United States. ELEVANT PROJECTS   | rials testing, quality co<br>ojects and over the pa  | ontrol / quality a<br>ist sixteen year   | assurar<br>s he ha                                | nce, and cor<br>as successfu   | Istruction ma<br>Illy completed  | nagement. He serves as<br>d multiple airfield projects   |  |
|                    | (1) TITLE AND LOCATION (City and State)   |  |  |   |  |  |  |  |
|                    | Design Services   Columbus Reg  | ional Airports Autho   | ority  | PRO   | FESSIONAL SER  | VICES  | CONSTRUCTION (if applicable)   |  |
|                    | Columbus, OH  |  | Silly  |   | 2022   |  | 2022   |  |
|                    | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   |  | $\boxtimes$  | check if project                                  | t performed with c   | urrent firm  |  |  |
| A.                 | A. Managed quality control plan requirements. Coordinate plan document reviews and provide input on standards and proper presentation. Input to constructability requirements and phasing to identify potential plan concerns for construction. Provide overall review to make sure the design scope is met. Projects included Apron Reconstruction CM at Rickenbacker Int'l (LCK), Taxilane and Apron Rehabilitation design and CM at Bolton Field (TZR), VSR rehabilitation design and CM at LCK, and the Taxilane Rehabilitation design and CM at John Glenn Columbus International Airport (CMH). |  |  |   |  |  |  |  |
|                    | (1) TITLE AND LOCATION (City and State)   |  |  |   |  | (2) YEAR COM   | PLETED   |  |
|                    | Runway 3L/21R & Taxiways Reconstruction   Detroit Metropolit  |  |  | PRO   | FESSIONAL SER  | VICES  | CONSTRUCTION (if applicable)   |  |
|                    | Airport (DTW)   Detroit, MI   |  |  |   | 2020   |  | 2020   |  |
| R                  | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE  |  | $\boxtimes$                                       | check if projec  | t performed with o   | urrent firm  |  |
|                    | Resident Project Engineer during co<br>and developing the pavement and u<br>associated taxiways surrounding the<br>project, the design team is working  | nstruction and Project<br>nderdrain design. The<br>e runway. The Runway<br>to recycle or reuse all                       | t Engineer duri<br>e project scope<br>y 3L De-Ice Pa<br>existing pavem                       | ng des<br>include<br>d will b<br>nent ma          | sign. tasked v<br>es the recon<br>pe rehabilitate<br>aterials onsit        | with managin<br>Istruction of F<br>ed under this<br>re.                              | g construction activities<br>Runway 3L/21R and the<br>project. As part of the  |  |
|                    | (1) TITLE AND LOCATION (City and State)   |  |  |   |  | (2) YEAR COM   | PLETED   |  |
|                    | Runway 9-27 & Associated Taxiw  | ays Rehabilitation   | Cincinnati-  | PRO   | FESSIONAL SER  | VICES  | CONSTRUCTION (if applicable)   |  |
|                    | Northern Kentucky International   | Airport (CVG)   Hebr   | ron, KY  |   | 2020   |  | 2020   |  |
| C                  | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE  |  |   | check if projec  | t performed with o   | urrent firm  |  |
| С.                 | Project Engineer tasked to provide f<br>in the Runway 9-27 complex. The p<br>rehabilitation/reconstruction alternat<br>testing and condition survey review;<br>development of pavement design al  | inal pavement design<br>roject includes analyz<br>ives that meet the air<br>recommendation and<br>ternatives and prelimi | and rehabilitat<br>ing the existing<br>ports long term<br>d review of geot<br>nary phasing p | ion rec<br>PCC a<br>goals.<br>technic<br>lans; de | ommendatio<br>and APC pav<br>Specific de<br>cal testing; pe<br>evelop pave | ons for the air<br>vements to d<br>esign tasks in<br>erforming a li<br>ment specific | field pavements included<br>etermine the most feasible<br>clude: Non-destructive<br>fe-cycle cost analysis;<br>ations. |  |
|                    | (1) TITLE AND LOCATION (City and State)   |  |  |   |  | (2) YEAR COM   | PLETED   |  |
|                    | Apron & Taxiway E Pavement Rel<br>Columbus International Airport (  | habilitation   John G<br>CMH)   Columbus, O  | lenn<br>H  | PRO   | ofessional ser<br>2019   | VICES  | CONSTRUCTION (if applicable) 2019  |  |
|                    | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost,   | etc.) AND SPECIFIC ROLE  |  | $\square$   | check if pro   | ject performed wit   | h current firm   |  |
| D.                 | Project Manager tasked to provide of<br>and Taxiway E pavements. The sco<br>of the PCC north de-ice pad; minor<br>throughout the project area. Detail w<br>impacts to the airport tenants and a   | design and construction<br>ope included replacem<br>geometry corrections<br>was placed on the safe<br>irport operations. | on observation<br>nent of the wea<br>on Taxiway E<br>ety phasing pla                         | service<br>ring su<br>connec<br>ns to e           | es for the ref<br>rface of all b<br>ctors; and lim<br>ensure the pr        | nabilitation of<br>bituminous pa<br>hited full-dept<br>oject is comp                 | the Terminal Apron<br>vements; expansion<br>h bituminous patches<br>leted with minimal                                 |  |

|   | E. RESUM  | ES OF KEY PERSON  | INEL PROPOS  | SED FO   | OR THIS C                                    | ONTRAC                                 | T   |  |  |
|---|---|---|--|--|--|--|---|--|--|
| 12. N   | AME   | 13. ROLE IN THIS CONTRACT   | ſ  |  |  |  | 14. YE  | ARS EXPERIENCE   |  |
| Sot   | h Hines DF  | Civil Engineer  |  |  |  | A. TOT                                 | ΓAL   | B. WITH CURRENT FIRM   |  |
| 500   |   |   |  |  |  | 9                                      |   | 9  |  |
| 15. F   | RM NAME AND LOCATION (City and State)   | (2, 1, 1, 2, 1))  |  |  |  |  |   |  |  |
| Engineering   | RDM INTERNATIONAL, INC.   | (Columbus, OH)  |  |  |  |  |   |  |  |
| 16. E   | DUCATION (Degree and Specialization)  |   | 17. CURRENT PROF   | ESSION   | AL REGISTRATI                                | ION (State and                         | Disciplin   | ie)  |  |
| BS,   | Civil Engineering   |   | Professional E   | Engine   | er: OH                                       |  |   |  |  |
| 18. 0   | THER PROFESSIONAL QUALIFICATIONS (Publication)  | ons, Organizations, Training, A   | wards, etc.)   |  |  |  |   |  |  |
| Set<br>ser  | h's experience is in civil design, pave<br>vices for several complex constructio  | ment evaluation, mate<br>n projects.  | erials testing, a  | nd CM  | 1 providing                                  | constructio                            | on insp   | pection and observation  |  |
| 19. R   | ELEVANT PROJECTS  |   |  |  |  |  |   |  |  |
|   | (1) TITLE AND LOCATION (City and State)   |   |  |  |  | (2) YEAI                               | R COMPL   | ETED   |  |
| Design Services   Columbus Regional Airports Authority           PROFESSIONAL SERVICES         CONSTRUCTION (if application)  |   |   |  |  |  |  |   |  |  |
|   | Columbus, OH  |   |  | <b>N</b>   | 2022   |  |   | 2022   |  |
| Λ   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   |   |  | check if proj  | ect performed                                | with curr                              | rent firm   |  |  |
| А.  | general airside design. Served as Project Superintendent responsible for field observation services. Specific tasks included: scheduling of survey crews and material testing; communicating with the owner and design team; verify and approve contractor's quantities and pay applications; lead weekly progress meetings; review of contractor's schedule updates as well as the program schedule. |   |  |  |  |  |   |  |  |
|   | (1) TITLE AND LOCATION (City and State)   |   |  |  |  | (2) YEAI                               | R COMPL   | ETED   |  |
|   | Runway 9-27 Rehabilitation   Cinc   | cinnati/Northern Ker  | ntucky   | PRO  | OFESSIONAL S                                 | ERVICES                                | CO  | NSTRUCTION (if applicable)   |  |
|   | Airport (CVG)   Hebron, KY  |   |  |  | 2020   |  |   | 2022   |  |
| B   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE   | Doving Dotai   | ails Tynical Sections Pavement Renair Plans Pavement |  |  |   |  |  |
| В.  | Repair Details, Quantity Takeoffs, and<br>quantities. Served as Project Inspect<br>but not limited to: Paving Construction<br>testing is being completed.   | nd Cost Estimates. Ide<br>tor responsible for co<br>on Observation, Track             | nstruction obsecting Work and (  | aluateo<br>ervatio<br>Quanti                         | d pavement<br>on of all pav<br>ities of Pavi | t distresse<br>ement relating Pay Ite  | ent Re<br>s, seve<br>ated wo<br>ems, Ve   | pair Flans, Favement<br>erities, repair types, and<br>ork. Tasks included,<br>erifying proper material |  |
|   | (1) TITLE AND LOCATION (City and State)   |   |  |  |  | (2) YEAI                               | R COMPL   | ETED   |  |
|   | Runway 3L-21R & Taxiways Reco   | nstruction   Detroit  | Metropolitan   | PRO  | OFESSIONAL S                                 | ERVICES                                | CO  | NSTRUCTION (if applicable)   |  |
|   | Airport (DTW)   Detroit, MI   |   |  |  | 2020   |  |   | 2020   |  |
| C   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE   | andrain avatana  |  | check if proj                                | ect performed                          | with curi   | rent firm  |  |
| 0.  | inspection staff, underdrain construction ad<br>and approve contractors quantities a<br>stakeholders. Also served as a Proj<br>Concrete Paving (Poured and Slip-F   | ction observation, trac<br>and pay applications,<br>ect Inspector tasked to<br>Form). | erdrain system<br>king work and<br>reviewing contr<br>o assist in pavi | s. Spe<br>quanti<br>ractors<br>ng cor                | ities, review<br>s schedule<br>nstruction o  | ving under<br>updates, a<br>bservatior | drain p<br>Ind cor<br>n, this i   | ng and scheduling<br>pay items, verify<br>nmunicating with<br>ncludes Asphalt and                      |  |
|   | (1) TITLE AND LOCATION (City and State)   |   |  |  |  | (2) YEAI                               | R COMPL   | ETED   |  |
|   | Runway 9L-27R Reconstruction   Ohio State University Airpo<br>(OSU)   Columbus, OH  |   | ty Airport   | PRO  | ofessional si<br>2017                        | ERVICES                                | CO  | INSTRUCTION (if applicable)  |  |
|   | (3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, e   | etc.) AND SPECIFIC ROLE   |  | $\square$  | check if p                                   | project perform                        | ned with c  | current firm   |  |
| D. Project Engineer/Inspector tasked to provide design and construction services for the Runway 9L-27R pavement rehabilitation design-build project. The project scope included reconstructing 2,205 feet of the 3,000 feet bituminous runway and the addition an underdrain system. Specific design tasks included: the development of pavement design alternatives during the project bidd phase; and the final pavement design, cross sections, drainage, pavement markings and safety/phasing plans after the project was awarded |   |   |  |  |  |  | rement rehabilitation<br>nway and the addition o<br>uring the project bidding<br>lans after the project |  |  |

|   | G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS |                        |               |                 |             |             |         |        |         |         |         |   |    |
|---|--|------------------------|---------------|-----------------|-------------|-------------|---------|--------|---------|---------|---------|---|----|
| 26. NAMES (                               | DF KEY PERSONNEL                                   | 27. ROLE IN THIS CON   | TRACT         |                 |             | 28. EXA     | MPLE P  | ROJECT | S LISTE | D IN SE | CTION F |   |    |
| 20.1010120                                |  |                        |               | 1               | 2           | 3           | 4       | 5      | 6       | 7       | 8       | 9 | 10 |
| Chris Dec                                 | ker, PE, F.ASCE                                    | Project Manager        |               |                 | $\boxtimes$ | $\boxtimes$ |         |        |         |         |         |   |    |
| David Str                                 | omberg, PE, PMP, ENV SP                            | Quality Manager        |               |                 |             |             |         |        |         |         |         |   |    |
| Shirin Ma                                 | thakari, PE  | Civil Design Man       | ager          |                 | $\boxtimes$ | $\boxtimes$ |         |        |         |         |         |   |    |
| Stephanie Wagner, PE, PLS, LEED AP, FACEC |  | Lead Surveyor          |               |                 |             | $\boxtimes$ |         |        |         |         |         |   |    |
| Mathew Diffin, PE                         |  | Lead Pavement Engineer |               |                 |             |             |         |        |         |         |         |   |    |
| Slawek Dymerski, PE, GE                   |  | Lead Geotechnic        | al Engineer   |                 |             | $\boxtimes$ |         |        |         |         |         |   |    |
| Rick Boyd, PE Construction Supp           |  | oport                  |               |                 |             |             |         |        |         |         |         |   |    |
| Brian Wita                                | aconis   | Aviation Planning      | ļ             |                 | $\boxtimes$ |             |         |        |         |         |         |   |    |
| Rick Hine                                 | is, PE   | Cost Estimating        |               | $\boxtimes$     | $\boxtimes$ | $\boxtimes$ |         |        |         |         |         |   |    |
| Tom Lee, PE                               |  | Civil Engineer         |               | $\boxtimes$     | $\boxtimes$ | $\boxtimes$ |         |        |         |         |         |   |    |
| David Bur                                 | rgess, PE, PhD                                     | Electrical Engine      | er            |                 | $\boxtimes$ | $\boxtimes$ |         |        |         |         |         |   |    |
| Seth Hine                                 | ps, PE   | Civil Engineer         |               |                 | $\boxtimes$ |             |         |        |         |         |         |   |    |
| Beida Xie                                 | , PE   | Pavement Engine        | er            |                 |             |             |         |        |         |         |         |   |    |
|   |  |                        |               |                 |             |             |         |        |         |         |         |   |    |
|   |  | 29. EXAMPL<br>(from S  | <b>E PROJ</b> | ECTS  <br>on F) | KEY         |             |         |        |         |         |         |   |    |
| NUMBER                                    | TITLE OF EXAMPLE PROJECT (From Section I           | F)                     | NUMBER        | TITLE OF I      | EXAMPL      | .E PROJI    | ECT (Fr | om Sec | tion F) |         |         |   |    |
| 1   | Holdpad for Runway 28L Taxilane                    | Rehabilitation         | 6             |                 |             |             |         |        |         |         |         |   |    |
| 2   | DCA Position 350 & Runway 15 H<br>Rehabilitation   | lold Bay               | 7             |                 |             |             |         |        |         |         |         |   |    |
| 3   | 3 SMF Cargo Apron Expansion                        |                        | 8             |                 |             |             |         |        |         |         |         |   |    |
| 4   |  | 9                      |               |                 |             |             |         |        |         |         |         |   |    |
| 5   |  |                        | 10            |                 |             |             |         |        |         |         |         |   |    |



## SC-3 PROJECT UNDERSTANDING

## **PROJECT UNDERSTANDING**

Throughout the past seven years, RDM and our team members have shown the BGPAA our ability to effectively maximize the design life of the pavements being rehabilitated while remaining within project budget constraints. As with our recent design and construction projects at BUR, our core approach is to leverage the knowledge of existing pavement conditions based on the Airport Pavement Management System we completed in 2018, identify and evaluate the current condition of these pavements to determine rates of deterioration as it relates to what was expected in 2018, and to coordinate with the BGPAA on appropriate rehabilitation strategies. This will include the assessment of existing airfield lights and signage within the project area, identifying locations of any abandoned light cans that could impact the design and/or construction methodologies, and other potential issues that may not have been anticipated in the project planning phase. For example, as highlighted in our project examples, RDM recently completed a taxilane and shoulder rehabilitation project at the John Glenn Columbus International Airport (CMH) in which significant deterioration was found in the subgrades of the shoulder pavement during construction. This issue was not expected during the design phase and required a change order during construction to correct. As a lesson learned transferable to this project, we would conduct a relatively inexpensive pavement evaluation to determine the condition of the subgrades and verify the suitability for a simple mill and overlay of the existing pavements.

Generally, the RDM team provides the BGPAA:

- ✤ Reliability due to our familiarity with the BGPAA's processes and expectations and understanding of project objectives
- → Ability to deliver a project that maximizes safety and minimizes impacts to the airfield operations (i.e. shoulder rehab without removing edge lights)
- Access to our industry-leading pavement expertise that will not only confirm which distresses are present within the pavement area, but also identify the root cause of the distresses and how to maximize design life while remaining within project budget constraints.
- → Attentive responsiveness and communication that will ensure our team is focused on the BGPAA's objectives.
- An array of subject matter experts that will be available and will work in unison to deliver the best results possible throughout the design and construction administration services required in this contract.

As illustrated below and utilized on our numerous pavement rehabilitation projects, RDM's design process follows four distinct stages that provides an organized structure for project success. This process provides the framework for meeting project

| STAKEHOLDER ENGAGEMENT  |  |   |   |
|---|--|---|---|
| <ul> <li>Detailed Scope &amp; Fee<br/>Documentation</li> <li>Defined CPM Schedule</li> <li>Documented regular<br/>meetings to provide<br/>updates to stakeholders<br/>on design and<br/>construction phasing<br/>approach</li> <li>Milestone deliverable<br/>reviews</li> <li>Resolve comments</li> <li>Communicate potential<br/>impacts with project<br/>stakeholders (BGPAA,<br/>ATCT, FAA, etc.)</li> </ul> | <ul> <li>HISTORICAL RESEARCH</li> <li>→ Review As-built data</li> <li>→ Understand construction history</li> <li>→ Summarize historical APMS data</li> <li>→ Evaluate similar project histories and results</li> <li>→ Discuss operations with BGPAA</li> <li>→ Confirm current and anticipated future aircraft traffic throughout the project area</li> </ul> | <ul> <li>FIELD WORK &amp; ANALYSIS COORDIN</li> <li>→ Prepare milestone deliverables</li> <li>→ Develop plans, specifications, design report, cost estimate, &amp; construction schedule</li> <li>→ Develop phased construction approach</li> <li>→ Develop draft CSPP at 60% and Final by 90%</li> <li>→ Document comment resolutions</li> <li>→ Bid phase services</li> </ul> | ATION<br>DESIGN DEVELOPMENT<br>Submittal &<br>RFI support<br>Develop & submit<br>construction<br>management plan<br>Assist BGPAA with<br>change order requests<br>Review pay applications<br>Prepare final<br>construction report<br>Prepare As-built plans |

RDM Typical Design Process

objectives and ensuring an appropriate design is developed based on historical and current conditions as well as project budget constraints. However, our process is not linear and all aspects will be revisited as necessary to ensure a smooth transfer from task to task and align with project objectives.

#### Stakeholder Engagement

#### 1. Scope & Fee Documentation

Once selected, the RDM Project Manager will coordinate with the BGPAA's Project Manager to establish an initial schedule based on the date of project award, FAA funding deadlines, and the scope of services required to successfully satisfy the BGPAA's objectives. Our Project Manager will solidify schedule expectations of the BGPAA and begin the detailed scope and fee process. This documentation will outline each task the RDM team will perform, described in a detailed narrative, that will correlate directly to an associated fee based on anticipated labor requirements for each project role.

All deliverables, anticipated tasks, and contract exclusions will be clearly defined in the scope of services document. Any discrepancy will be corrected at this stage of the project to eliminate potential confusion on project objectives. RDM will submit a draft version to the BGPAA for comment prior to submitting a final version that includes resolution to any comments received.

#### 2. Critical Path Method (CPM) Schedule

As part of the development of the scope and fee documentation, RDM will also develop an anticipated design schedule, specific to this project, which will correlate all milestone tasks to start dates, expected durations, and completion dates. The schedule will be derived through the critical sequence of task activities required from the notice to proceed to project completion by the BGPAA's committed end date.

This schedule will not be developed and left in its original state. It will be maintained through systematic updates as the project progresses towards conclusion. The associated critical path it conveys will be reviewed at each progress meeting with the BGPAA to confirm the project timeline is on track. Any deviation, if necessary, will be discussed with the BGPAA at the time it is discovered. At the time of this potential discussion, RDM will provide justification of why this occurred and corrective options for the BGPAA to review and approve in order to return the schedule to the original timeline or new critical path sequence.

#### 3. Documented Stakeholder Meetings

RDM understands open communication between the design team and BGPAA is critical for project success. To this end,

RDM commits to include all significant meeting dates in the critical path schedule to provide advanced notice for all required participants from various stakeholders.

Vital project meetings will include milestone deliverable reviews which will review client comments and design team resolutions, discussion on approach to construction phasing, summary of critical progress updates, any potential design issues with suggested resolutions for client input.

#### 3.1. Agenda (action Items / new business)

RDM understands that all productive meetings start with clear agendas outlining critical discussion items that are assigned to the correct point of contact. Critical discussion items **are drawn from action items required by schedule, previous** meeting discussions, and/or new information that presents itself throughout the project timeline. All attendees will have opportunity to ask questions and will be encouraged to discuss any concerns.

#### 3.2. Meeting Minutes (action items follow through)

All pertinent discussion items will be summarized in meeting minutes to be distributed to each project stakeholder that was invited. All meeting minute documentation will include the date, meeting purpose, persons invited, confirmation of which attendees participated and action items with assigned dates for close out.

#### 3.3. Stakeholder Communication

To ensure smooth project delivery, RDM commits to provide seamless coordination between Our Team members and the BGPAA through our Project Manager. RDM understands that open communication channels and access to subject matter experts is critical to establishing trust between a project team and the BGPAA. RDM affirms that Our Team will work closely with the BGPAA to ensure we have the correct team members assigned to each task with clear points of contact established to maintain accountability.

Our Team members have successfully delivered similar projects. Clear written and verbal communication between all project stakeholders is the backbone of this success. Documented phone conversations of important items, concise email messages, clearly described meeting minutes and efficient contract document deliverables (reports, plans, specifications, presentations, etc.) are all examples of the valuable communication tracks that the RDM team requires.

#### **Historical Research**

#### 1. Understanding Project Area Construction History

To get where you want to go, you need to understand where you have been. RDM recognizes that in order to deliver the best project deliverables possible, it is vital to understand the history of the project site and pavement life cycle.

At the inception of the project, RDM will supply the BGPAA with a list of historical documentation requests that may consist of, but will not be limited to, the following:

- ➔ As-built data of previous projects on and in the vicinity of the project site.
- → Subsurface utility files
- → Most recent survey file information
- ✤ Any recent pavement evaluation and geotechnical investigation data
- ✤ Any future planning documentation within or that may impact the project site
- Current aircraft fleet mix anticipated to utilize the pavement adjacent to the project site
- → Relevant CAD files to start design (most current base file, most recent as-built files, etc.)

Due to our previous involvement at BUR, including the 2018 Airport Pavement Management System (APMS), RDM acknowledges we may already have access to much of the relevant information required to deepen understanding of the project site. The list of requested documentation will be established and coordinated with the BGPAA with this in mind.

## 2. Summarize Historical Pavement Management Program Data

RDM understands the BGPAA recently completed an update to the APMS internally and therefore, we will review and compare our previous APMS data with the latest assessment to confirm assumptions made or identify locations where current conditions differ from predictions of 2018 APMS. This information will be key to correlate the PCIs as low as 24 in the areas included within the proposed project limits to current conditions during project analysis as part of our approach's pavement evaluation methodology (refer below).

In May 2018, RDM's Final APMS Report detailed the condition of the airfield pavements based on the results of the visual inspection conducted in December 2017. As part of the APMS process, RDM evaluated the functional and structural condition of the existing airfield pavements, identified both short-term and long-term maintenance requirements for those pavements and made recommendations for rehabilitation outlined with projected costs. This APMS program included many of the associated shoulder pavements contained within and adjacent to these project sites. RDM performed a PCI Survey, Non-Destructive Testing (NDT), and worked closely with the BGPAA and staff at BUR to develop a partnership in understanding the construction history of the airfield and what will need to be done to maintain the most safe usable pavements possible.

RDM is well positioned to coordinate with BGPAA's Engineering Staff to validate PCIs for identified pavements within the potential project site as we have intimate history through our prior experience on the APMS at BUR as well as many other airports with similar projects. RDM will be able to utilize the information produced for the APMS and use insight from previous BUR pavement project experience in order to approach Project No. E22-11 with superior knowledge. This provides an advanced start to the conceptual design approach required for success as we re-engage with BGPAA and BUR staff to pick up where our previous experience left off. This creates seamless transition to quicken the design process at a budget savings.

The experience tied to this prior project demonstrates the value RDM brings to the BGPAA. To succeed, RDM had to work in harmony with airfield operations while this field work was being completed which provided valuable insight into what impacts construction for the project would have on this specific site.

Many of the project areas are within RSA and TSA limits and therefore require coordination to minimize impact to operations during site investigations and construction. This coordination will require creative phasing to work within allowable construction hours and collaboration with project stakeholders. RDM has the capability and previous experience at BUR to work in pullback conditions and during night shifts to minimize impacts to construction.

It is understood that the BGPAA has continued to monitor and evaluate the distresses in the BUR airfield pavements since RDM completed the APMS update in 2018. RDM did make recommendations which were summarized in the final APMS report and it is acknowledged that those recommendations could have been updated based on more recent analysis by others. To that end, it is understood that the majority of the E22-11 project will require a shallow mill and replace of AC or select patching and seal coating. The seal coating is an anticipated option in project areas where PCI results are above 70. Where high deviation from expected distresses are observed or where conditions worsened there may be a need for deeper patching depending on subsurface conditions verified from geotechnical or NDT analysis.

The majority of the shoulder pavement is anticipated to be mostly cosmetic with a simple 2-inch mill and replace approach. RDM would start coordination with the BGPAA and BUR Engineering

Staff here and pivot as necessary to evaluate ways to create the most efficient and beneficial design possible. RDM's design approach will include maintaining operation of electrical lights in current locations throughout construction by working around them. The contract documents will provide information and details to highlight location and suggested methods to avoid disruption. The Contractor may be required to have spare parts in event damage to lighting occurs during construction activities to not impact operations.

#### 1. Site Visit

RDM Team personnel will coordinate a site visit as close to the time notice to proceed is given as possible. The personnel will include relevant subject matter experts that are familiar with airport safety and access requirements at BUR. We will meet with BGPAA and project stakeholders including any available maintenance, operations, air traffic control or engineering staff available.

Photographs will be taken and logged. This will be done to document the site visit and note any critical design impacts specific to the site that may affect construction phasing, project specific specifications, proposed project boundaries, technical project scope and detailed field work approach.

#### 2. Stakeholder Coordination for Field Work Access

RDM will coordinate with the BGPAA to schedule detailed field work that will inform the design as it progresses. Detailed field work will be scheduled to start in conjunction with or shortly after the project kick-off meeting.

#### 2.1. Permitted Operational Impacts and Work Schedule Development

RDM will discuss operational impacts allowed during the detailed field work associated with:

- Engineering Staff to validate PCIs (distress mapping, NDT, etc.)
- ✤ Topographic Survey
- → Geotechnical Investigation

RDM anticipates the scheduling of all detailed field work will take place during night shifts whereas operational impacts will be minimized or during approved daytime shift hours were the project site or portions of will be closed to aircraft traffic completely. Our Team is well versed in working in all kinds of airfield conditions and will be prepared to give way to aircraft operations as required. Our experienced staff understands how to efficiently pull back from active operational areas as necessary to complete the work in as efficiently as possible to create seamless field work results for implementation into the design process.

#### 2.2. Safety Plan Development

Prior to mobilizing on-site, RDM will develop a detailed safety plan that will clearly define:

- → Approved hours of work per shift
- → Boundary of work area per shift
- → Key contacts in event of emergency
- → Access route to site
- → Escort and Badging Requirements

All relevant staff will be well versed on safety plan procedures and expectations of the field work prior to mobilizing on site.

#### 3. Pavement Evaluation Methodology

#### 3.1. 100% Distress Mapping

A project level distress map survey will be conducted on the selected airfield pavement identified within and immediately adjacent to the project limits. The survey will be conducted in accordance with the principles outlined in ASTM D5340. All pavement sections for appropriate tie-in locations, shoulder pavements and required maintenance concerns will be inspected and updated PCI values will be provided. Distress locations will be provided in GIS format for all pavements inspected. The intent of this task is to visually evaluate the identified pavements for failures and determine the updated PCI values. The necessary pavement repairs will be determined for the proposed rehabilitation areas.

The objectives of the visual pavement evaluation are to:

- → Determine the functional condition of the pavement in terms of operational surface condition and to identify the most appropriate tie-in locations.
- ✤ To calculate updated PCI values for all pavements within the project sites.
- → Generate quantities for recommended pavement repair that can be incorporated into budget estimates prepared for or prior to the final design for the rehabilitation of the pavements.

RDM will prepare schematic-level mapping exhibits utilizing AutoCAD Civil 3D to identify the existing distresses and severity levels. The location of each distress will be recorded with mapping grade GPS accuracy of +/- 3 feet. The results of the distress mapping will coordinated with the structural contour maps obtained via NDT test results and GPR thickness results to assist with determining appropriate reconstruction/rehabilitation requirements.

#### 3.2. Non-Destructive Testing (NDT)

RDM will perform NDT on the included pavements where pavement distresses differ greatly from 2018 and more recent anticipated APMS results at a project level frequency in accordance with the requirements of FAA Advisory Circular 150/5370-11B. NDT will consist of RDM utilizing equipment we own and operate such as a Heavy Falling Weight Deflectometer (HWD) and Ground Penetrating Radar (GPR).

NDT data will be reduced in accordance with FAA Advisory Circular 150/5370-11B using closed form and layered elastic back-calculation methods. The back-calculations will provide in-situ moduli of subgrade reaction (k) and subgrade elastic moduli €. The processed NDT data will also be used to develop a strength contour map. The map will identify variations of strength for the pavement section(s) and shall be used to select locations for conventional cores/borings if necessary. Using the results obtained from the conventional testing, NDT data will be further used to establish the variance in pavement layer and subgrade strengths. NDT will be coordinated with the distress mapping from the visual survey to provide a full understanding of the current conditions and develop proposed rehabilitation options.

#### 3.3. Structural Analysis of Pavement Alternatives

RDM will provide a preliminary evaluation for the proposed optimized pavement rehabilitation strategies. The technical approach to this evaluation consists of providing BUR with a review of potential pavement alternative sections. Mill and overlay with AC and select patching with seal coating (in areas with PCI of 70 or above) are anticipated options to be considered. As a minimum, RDM will evaluate a minimum of three pavement design rehabilitation options. The rehabilitation options will be developed over existing subbases and subgrades and/or on new stabilized base materials, varying aircraft traffic.

AC pavement section designs will include sensitivity analysis using the latest version of the FAA's FAARFIELD computer program identified in Advisory Circular 15-/5320-6G "Airport Pavement Design and Evaluation". This analysis will quantify potential variations of the input parameters, such as variations in aircraft traffic, subgrade stabilization and pavement material market costs. The sensitivity analysis will be used to optimize both flexible design alternatives, allowing an objective comparison of costs.

RDM will prepare a pavement design and analysis report to document the data collected, relevant criteria, assumptions, analysis, alternatives and recommendations for all pavement rehabilitation requirements within the project.

#### 3.4. Pavement Design Workshop

RDM will provide BUR with a presentation that outlines the

analysis performed and appropriate recommendations for implementation on this project. Preliminary pavement sections, graphics, and details will be developed for review with BUR. During this meeting, the design team and BUR will coordinate on project objectives to narrow the solutions offered to the preferred recommendations. As a result of this workshop, the design team will advance the preferred rehabilitation or reconstruction option as part of the final design.

#### 3.5. Field Work Deliverables

RDM will provide the following at the conclusion of the detailed field work tasks:

- → Updated Project Base Map that will incorporate all topographic survey and geotechnical investigation results that extend to tie-in locations outside the physical pavement rehabilitation associated with the project boundaries.
- → Design Basis Report that will summarize recommendations and the associated impacts of those recommendations (maintenance, treatments, frequencies, etc.) from the pavement evaluation process.

#### **Design Development**

Our approach will include gaining synergy with the BGPAA throughout the process of delivering exceptional results. Project deliverables will be linked to the scope and fee documentation and continually evaluated as the schedule advances into the project timeline. All deliverables will follow our team's thorough QA/QC process which will ensure completeness, both per scope and technical requirements associated with FAA AC standards, as well as other best management practices. Our QA/QC process incorporates independent reviews by experienced subject matter experts that also include construction personnel. This is done to ensure there is seamless knowledge of the project as the design completes and construction starts. The RDM Team commits to dedicating a minimum of five (5) percent of the design services budget to our QA/QC process.

All plan sheets for this project will be digitally compatible with AutoCAD Version 2017. All deliverables will be provided to the BGPAA in electronic format with all licensed copies of additional pen tables or other add-on programs to ensure the BGPAA will have the ability to process and modify the drawings on its own. The technical specification book will be provided in a version that will be able to be accessed via Microsoft Word Office 2010.

All design and project deliverables will be developed in accordance with all relevant FAA Advisory Circulars.

Key project deliverables and approach to design includes but is not limited to:

- ✤ Formal Milestone Submissions at 30%, 60%, 90% and Final Design Stages
- ➔ 30% Design Development
  - Advancement at this delivery will be based on historical information until detailed field work is complete. Will consist of preliminary plans, details, table of contents for technical specifications and DRAFT engineer's design report that includes updates to design schedule.
  - · Field work results will be incorporated
  - Front end sheets will include projected sheet index and standard general notes based on historical deliverables
  - Construction phasing will be developed to a conceptual level to facilitate discussion as project advances
  - Any recommended MOS prompted by existing conditions for BGPAA review and approval will be discussed at this stage. Horizontal geometry will be confirmed and any recommendations for changes will also be discussed
- → 60% Design Development
  - 30% Review Meeting will take place with the BGPAA and other invited stakeholders
  - Client comments will be responded to and discussed in the 30% Review Meeting. All agreed to resolutions will be documented in meeting minutes.
  - Advancement at this stage will incorporate all field work and resolutions to 30% review comments. Deliverables will include conceptual plans, details, draft of technical specifications, initial engineer's estimate of probable cost of construction, updated engineer's design report with updates to design schedule and draft Construction Safety and Phasing Plan (CSPP).
  - Begin coordination with FAA on recommended MOS.
- ➔ 90% Design Development
  - 60% Review Meeting
  - Client comments will be responded to and discussed in the 60% Review Meeting. All agreed to resolutions will be documented in meeting minutes.
  - Advancement at this stage will incorporate resolutions to 60% review comments. Deliverables will include prefinal plans, details, technical specifications, engineer's estimate of probable cost of construction, and updated engineer's design report with updates to design schedule
  - Preparation of FAA CSPP submission will take place after the pre-final review by the client.
  - Through coordination, all resolutions to any MOS will be completed with the FAA.

- → Final Design Development
  - 90% Review Meeting will take place with the BGPAA and other invited stakeholders
  - Client comments are anticipated to be minimal at this stage but will be responded to and discussed in the 90% Review Meeting. All agreed to resolutions will be documented in meeting minutes as necessary.
  - Advancement at this stage will incorporate resolutions to 60% review comments and end with a Bid Set of Construction Documents. Deliverables will include final plans, details, technical specifications, engineer's estimate of probable cost of construction, and updated engineer's design report with updates to design schedule.
- ✤ Bid Phase Services
  - Review of and answer to Requests for Clarifications (RFC) related to the bid contract documents.
  - RDM will issue any necessary addenda.
  - RDM will prepare conformed set of contract documents as necessary.
  - Evaluation of Bid Proposal and assist the BGPAA with Recommendation of Award



FORMS

#### TAX DELINQUENCY AND FELONY CONVICTIONS CERTIFICATION

Respondent must complete the following two certification statements. Respondent must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark ( $\checkmark$ ) in the space following the applicable response. Respondent agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

- a) Respondent represents that it is  $(\Box)$  is not  $(\boxtimes)$  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) Respondent represents that it is  $(\Box)$  is not  $(\boxtimes)$  a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Term Definitions**

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.





# THANK YOU for the opportunity



Peter Yip, PE President RDM International, Inc. 43671 Trade Center Place Suite 130 Sterling, VA 20166 Phone: 703.709.2540 Fax: 709.709.2535 www.rdmintlinc.com
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## **RDM International, Inc.**

Engineering Technology Research

December 23, 2022

Burbank-Glendale-Pasadena Airport Authority Attention: Semija Bolton Senior Procurement Specialist 2627 North Hollywood Way Burbank, CA 91505 Phone: 818-333-6067 E-mail: <u>sbolton@bur.org</u>



# RE: RFQ E22-11 Runway Shoulders and Blast Pad Rehabilitation Design Services at the Hollywood Burbank Airport (BUR)

Dear Semija Bolton,

In accordance with the above referenced request for proposal, RDM International, Inc. (RDM) is hereby submitting our scope and fee to perform the requested work.

Included herein is our estimated lump sum fee derivation for the work to be performed by each of the RDM team members to complete the required services. The proposed lump sum fee is \$263,772.

Sincerely, RDM International, Inc.

Christopher S. Decker, PE Project Manager – Vice President cdecker@rdmintlinc.com

Enclosures

Cc: Peter Yip, PE – RDM Tom Lee, PE – RDM David Stromberg, PE - RDM

## **Distribution of Work**

The work for this project will be distributed between members of the RDM team as follows:

| Company  | Role   |
|--|--|
| Engineering Technology Research                    | Prime Consultant; Project Management; Design Management;<br>Client Interaction; Design Development; Construction<br>Administration; Civil & Pavement Engineering; Phasing &<br>Scheduling; Cost Estimating and Budget Development; Overall<br>QA/QC; Value Engineering |
| STRONG WES WAGNER<br>ENGINEERING<br>& SURVEY, INC. | Land Survey & Mapping – Surveying in accordance to FAA AC 150/5300-16A,17B & 18B   |
| Every Project Matters www.macomponies.com          | Geotechnical Engineering   |

## Design Fee

Attached is the scope of design services and associated labor hour estimate breakdown including the summary of direct expenses for this task for your review and approval.

| Firm   | <u>Fee</u>    |
|--------|---------------|
| RDM    | \$ 172,240.70 |
| WAGNER | \$ 64,251.00  |
| RMA    | \$ 27,280.00  |
| Total  | \$ 263,771.70 |

The total lump sum fee requested for this work is **\$263,772**.

Our QC process allocated fee in this proposal is \$14,240 which represents 5.4% of the total budget.

## SCOPE OF WORK PROJECT NO. E22-11 RUNWAY SHOULDERS AND BLAST PAD REHABILITATION HOLLYWOOD BURBANK AIRPORT BURBANK, CALIFORNIA

December 23, 2022



43671 Trade Center Place, Suite 130 Sterling, Virginia 20166 703.709.2535

# I. PROJECT DESCRIPTION

## Runway Shoulders and Blast Pad Rehabilitation Design Services

This scope of work comprises of tasks for delivery of the components of the Phase 1 – Design Services outlined in RFQ E22-11. The project deliverables will provide the design of new asphalt pavement to improve safety conditions by replacing existing material that is exhibiting various distresses which may develop into foreign object debris (FOD). Additionally, Phase 2 - Construction Administration Services will be required to provide professional engineering oversight during the construction process but will be negotiated at a later date.

The Phase 1 Design Services portion of the project consists of the following areas and associated assumptions:



Per the RFQ, for the defined project area, this scope of work will consist of ten areas with PCIs as low as 24 and experiencing multiple types of distresses, including load-related distress. The areas identified have various years of construction ranging from 1980 to 2011. This design shall focus on maximizing design life within project budget constraints.

Specific project components of the scope of work per the RFQ include:

All drawings for this project shall be developed digitally and shall be compatible with AutoCAD Version 2019. RDM will supply the Authority all licensed copies of all associated files to ensure the Authority can process and modify the drawings on its own. All reports and technical specifications will be developed in Microsoft Word Office 2010.

RDM commits to providing detailed quality assurance/quality control for all procured documents. A comprehensive plan check shall be performed by personnel other than the original author of the documents, as a cross-checking best practice. RDM commits to a minimum of 5% of the design services phase to QA/QC.

- 1. Work with Authority Engineering Staff to validate PCIs for identified sections.
- 2. Validate the proposed project boundaries or recommend modified project boundaries for review.
- 3. Prepare a Design Basis Report that summarizes the recommended pavement structure considering budget constraints and overall lifecycle costs. Lifecycle costing shall be provided per RFQ for a minimum of two pavement design concepts.
- 4. Prepare design for defined project areas in accordance with the selected design approach and consistent with FAA ACs
- 5. During design development, specifically identify any recommended modifications to FAA design standards prompted by existing conditions for Authority review and approval. If deemed necessary, coordinate the modification to standard process with the FAA
- 6. Develop and maintain a project design schedule using Critical Path Methodology
- 7. Design phased construction to minimize impact to airport operations
- 8. Prepare plans and technical specifications in coordination with Airport personnel
- 9. Develop Engineer's Estimates at the 60%, 90% and Final Submittals
- 10. Prepare Sponsor's Engineer Report and CSPP for submittal to the FAA
- 11. Make formal submittals at 30% (Conceptual), 60% (Design Development), 90% (Pre-Final), and 100% (Final/Bid Design)
- 12. Coordinate and document meetings with staff and stakeholders pertaining to discussion of construction design and phasing
- 13. Review and answer Requests for Clarification (RFC) during the bid phase
- 14. Bid proposal evaluation
- 15. Prepare FAA Construction Safety and Phasing Plan and submit to the FAA no later than the 90% Design and Final Submission.

The project work is limited to the scope of services as indicated herein. The following are specifically excluded from the scope of services for this project:

- 1) Major airfield electrical and signage improvements or adjustments (other than evaluation and minor adjustments as required by project phasing);
- 2) Grading and drainage improvements or adjustments (other than those required to assure all paved areas have positive drainage);
- 3) Review of non-standard elements pertaining to airfield geometry (other than the areas identified within the project limits or directly adjacent to the same limits);

*4)* Environmental Documentation (other than those that may be required inside the project limits).

## II. PROJECT TASKS

## PHASE 1 – Design Services

## A. TASK 1: CONCEPTUAL PACKAGE DEVELOPMENT

## TASK 1.1 PROJECT KICK-OFF MEETING

RDM will coordinate and attend one (1) virtual pre-design meeting with the Authority's staff at the Hollywood Burbank Airport to establish the preliminary design goals, communication program, and methods. The meeting will be attended by the RDM principal-in-charge, project manager and or project engineer.

PROJECT MANAGEMENT AND COORDINATION:

- Project Scheduling Development of a design project schedule for the consultant and the subconsultants during the project using Critical Path Methodology (CPM). This schedule will be maintained throughout the project and updated as required. Any changes that are required will be reviewed with the Authority.
- Coordination with Stakeholders RDM will coordinate with project stakeholders to
  ensure requirements are understood and communication is maintained. The focus
  of the communication will be on phasing of the project, clear scope understanding
  and shared expectations of the project. RDM will also coordinate with the
  subconsultants to ensure they are getting the correct information from other team
  members and they supply the correct information to other team members in a timely
  manner.

## TASK 1.2 COLLECT AND REVIEW AVAILABLE DATA

RDM will collect, review, compile, and summarize available data related to the project. RDM will review files and records to determine relevant information for the Authority to provide, this may include airport master plan, airport layout plan, APMS reports, aerial photogrammetry, survey data, previous record drawings, specifications, electronic drawing files (e.g. AutoCAD, GIS), and geotechnical investigation reports as required. It is anticipated that RDM will already have some relevant information and the Authority may need to confirm that RDM has the latest information related to the project rather than resend duplicate information.

A list of all documents/information to be collected will be summarized in a spreadsheet and transmitted to the Authority for review after NTP is received.

TASK 1.3 TOPOGRAPHIC SURVEY, GEOTECHNICAL INVESTIGATION, PAVEMENT EVALUATION AND COORDINATION

RDM will provide topographic survey services by Wagner Engineer & Survey, Inc (Wagner). All survey field activities will be coordinated in advance with the Authority. RDM will coordinate and review with Wagner all criteria required for collecting topography within the project limits. All survey data will be provided to the Authority in an acceptable electronic format. Topographic survey services are planned to be completed during night time hours. It is anticipated that the following approach will be used through coordination with the Authority:

- Wagner will have to coordinate work within each location within the overall project.
- RDM requests Wagner capture all areas within the project limits and include a minimum of 15 ft of pavement / turf outside the project limits
- Shoulder Pavement is 25 feet in width, request:
  - No need to find center of shoulder
  - Capture 15 ft. outside top of site limit based on edge of project site limit
  - Set 4 points one 15 ft. into Runway or Taxiway, one at edge of shoulder at Runway/Taxiway and shoulder interface, one at edge of shoulder at shoulder edge and turf/ taxiway /runway interface on other side and 15 ft outside that limit
  - Capture 25 ft. down throughout hatched area for each area of shoulder until minimum 15 ft. outside limits of project site shoulder area
- For TWY A3 Area, request:
  - Capture points at center of taxiway and work outside from there to 15 ft. outside of associated TWY A3 shoulders
  - o Capture interface between shoulders and taxiway A3 on both sides
- For blast pad and Hangar 2 site:
  - o 25 ft. x 25 ft grid with at least 15 ft outside all site limits on all sides

Survey should capture (refer to Wagner attachment at end of this document):

- All structures (labeled with utility type contained within) rim elevation and size of structure at surface (hit 4 corners or confirm dia. and lid to outside structure distance)
- All paint with color and width noted and any space distances contained with any numbering or painted signage text confirmed
- All lighting and reflector structures confirm color and if raised or in-pavement with location
- Locate and show nearest drainage inlet to project locations

RDM team member RMA Group (RMA) will provide geotechnical investigation services as defined herein. Refer to attached RMA attachment at the end of this document.

The geotechnical services will include 10 pavement core locations strategically placed and 3 borings (at Hangar, A3 and blast pad) in separate locations from cores for the design project. Detailed locations will be provided upon review of the previously completed Non-destructive testing (NDT) where applicable (in adjacent areas) and based off site visit. Detailed Geotechnical scope will include:

- Advance through the pavement system with 4-inch diameter core bit and determine surface course, base course (where applicable), and sub-base course thickness for each location.
- Determine Asphalt lift thickness for all core and boring locations.
- The core hole should be back-filled with the base material to its original thickness and the reminder of the core hole should be filled with fast setting grout to the pavement surface.

• Two borings should be advanced across the project site to the depth of 10-feet below ground surface or auger refusal, whichever is shallower.

The soil samples obtained from the borings should be classified in the field and the laboratory according to the unified soil classification system (USCS). The laboratory testing of the subsurface soil will include the following:

- Natural moisture content tests on all 3 samples;
- Atterberg Limit test on all 3 samples;
- Grain size analysis tests on all 3 samples;
- Modify proctor tests on all 3 samples; and
- California Bearing Ratio (CBR) tests on all 3 samples.

Sample collection and required testing should follow ASTM procedures. The ground water should be measured and recorded in each boring during and after completion.

All geotechnical field activities will be coordinated with the Authority. RDM will coordinate and review all criteria required for collecting required geotechnical information within the project limits with RMA. The scope will include any geotechnical investigation required to validate pavement thickness and composition for the airfield pavements. All geotechnical data will be provided to the Authority in acceptable electronic format. Geotechnical investigation services are proposed to be completed during night time hours. All test locations will be identified by RDM and cleared of utility conflicts. The Authority shall review all proposed test locations prior to the start of the geotechnical investigations.

RMA has submitted alternative scope of work and associated fee for different quantities of coring and boring under similar conditions (night time closures; same testing) to the above to be selected through coordination with the Authority:

- 2 borings and 11 cores with a similar scope for boring and coring as described above
- 15 cores with 0 borings with similar scope for coring as described above

RDM proposes to complete GPR analysis of project areas within scope to confirm thicknesses and correlate to core samples and historical data. An updated distress evaluation and mapping will be performed prior to design. Any deviation from the assumptions will be discussed with the Authority. RDM will provide a finalized pavement evaluation and produce distressed mapping to advance into the design of the project.

RDM project personnel identified for field investigations will be badged based on teaming requirements to perform the work in the AOA area. All inspections within the scheduled hours will provide adequate personnel to perform the survey and testing in an appropriate timeframe. Two (2) portable light plants will be necessary for RDM to provide the detailed inspections. The Authority will provide security escort during the initial site visit or as required by BUR.

TASK 1.4 PAVEMENT DESIGN ALTERNATIVES AND CONSTRUCTABILITY ALTERNATIVES FOR THE DESIGN

RDM will develop one baseline pavement design alternative and an additional pavement design alternative at a minimum as a part of this scope of services. In addition, each alternative pavement design will be evaluated for constructability as part of the baseline scope of services.

RDM will use the FAA mechanistic design method to evaluate the structural capacity of the taxiway connector A3 area and others as appropriate. The FAA's FAARFIELD programs are proposed as the primary mechanistic design methods as prescribed in FAA Advisory 150-5320-6G *Airport Pavement Design and Evaluation*. Aircraft traffic data (fleet mix) will be confirmed by the Authority. Pavement design and analysis will be provided for the proposed 10-year traffic forecast. RDM will evaluate and rank rehabilitation options for the design alternatives, the potential repair requirements as a function of: initial construction cost; life cycle cost; maintainability; reliability; constructability; time for construction; operational disruptions; and contractor familiarity with the construction process. In addition, the various construction options will require appropriate overload designs on potentially thin pavement sections for short periods of time. Based on the design option results, details for providing both longitudinal and transverse transition ramps will be developed during the 60% design development phase.

RDM will provide a Design Basis Report that summarizes the pavement rehabilitation recommendations based on the evaluation of three pavement design concepts and results of the associated life cycle cost analysis (LCCA).

TASK 1.5 30% CONCEPTUAL DESIGN

## TASK 1.5.A SCHEMATIC DESIGN PLANS

RDM will begin the schematic documentation, including schematic plans, schematic plan layout and an order-of-magnitude estimate of probable construction cost based on existing CAD files and then will introduce survey and other field data results as they become available. This documentation will represent a conceptual completion of the design that will be at approx. 30% level. The following list of drawings will be submitted (mainly 1"=40' on a 22"x34" electronic drawing):

## CONSTRUCTION PLANS

| C000 Series Cover, Index, Notes, Quantity Table, Layout Plan |
|--|
| C100 Series Demolition Plans                                 |
| C150 Series Demolition Details                               |
| C200 Series Paving Plans                                     |
| C350 Series Typical Pavement Sections                        |
| C450 Series Erosion Control Details                          |
| C700 Series Pavement Marking Plans and Details               |
|  |

TASK 1.5.B TECHNICAL SPECIFICATIONS

A Table of Content (TOC) of Volume II (technical) specifications will be included in the deliverable.

## TASK 1.5.C CONSTRUCTION ESTIMATE

At the completion of the Schematic Design, an order-of-magnitude cost estimate will be developed reflecting the selected design. RDM will review and confirm each element with the responsible subconsultant prior to submission to the Authority. Any comments received, as a result of the submission to the Authority, will be addressed prior to re-submission for approval. The approved Schematic Design estimate will establish an order-of-magnitude cost of the construction project.

## TASK 1.6 CONCEPTUAL DEVELOPMENT PACKAGE QUALITY CONTROL REVIEW

RDM will conduct in-house quality control review of the 30% Schematic Design plans, the TOC for project specifications and order-of-magnitude estimate of probable construction cost prior to submittal to the Authority (as provided by the Authority). The Quality Control review will be by performed by two (2) independent Senior Engineers who are not actively involved in the design of the project. This allows for a completely independent review of each component associated with the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans, any calculations and list of specifications. RDM commits to a minimum of 5 percent of this design services phase budget be committed to quality assurance/quality control.

## TASK 1.7 CONCEPTUAL DEVELOPMENT PACKAGE (30%) SUBMITTAL

RDM will submit the conceptual design plans, table of content list of specifications, and an Engineer's Report summarizing alternative analysis results (pavement section and constructability) and progress to date to the Authority and FAA (as provided by the Authority) for their review and comment. All submittals will be in electronic format. The Authority will print hard copies as necessary. RDM anticipates the Authority will review the Conceptual Development Package Submission and return comments within two weeks of delivery.

## TASK 1.8 CONCEPTUAL DESIGN (30%) REVIEW MEETING

RDM will coordinate and attend one (1) in-person at BUR meeting held with the Authority to review the Conceptual Design submittal and site walk with the client. RDM will provide written minutes of the meeting and distribute to all attendees. The Authority and the FAA (as provided by the Authority) will provide any additional written comments to RDM within two weeks of the design review meeting that may affect the development of the project design.

## TASK 1.9 PROJECT MANAGEMENT

RDM will make monthly progress reports to the Authority's project manager during the duration of this phase of the project. The monthly progress reports will include a written description of each task identified within the final scope of services as of the date of the progress report. The progress report will include an updated schedule identifying any items that are critical to resolve to maintain the proposed schedule.

## C. TASK 2: 60% DESIGN DEVELOPMENT

## TASK 2.1 REVIEW AND INCORPORATE CONCEPTUAL (30%) DESIGN COMMENTS

RDM will review all comments received from the Authority and the FAA from the conceptual design submittal review and incorporate the applicable comments into the plans, estimate of probable construction cost, and Engineer's Report, during the 60% Design Development Phase. This task will include the review of each comment and a written response on how it will be incorporated into the documents, or why it was not applicable. A written summary letter or spreadsheet will be submitted to the Authority and the FAA (as provided by the Authority).

The intent of the 60% design is to advance the project design to a level where the project is coordinated appropriately for geometry and grade considerations. At the completion of the 60% design package, the project will proceed to 90% design.

TASK 2.2 60% DESIGN

## TASK 2.2.A PLANS

RDM will prepare 60% complete set of drawings. The 60% design will identify, evaluate and resolve specific elements of the project for a technically sound and comprehensive project.

The plan development at the 60% level will include development of construction phasing, demolition, horizontal and vertical geometry, and preliminary pavement design details. The development of the 60% design development will be coordinated with the Authority and the FAA for their input. The following list of drawings will be submitted (mainly 1"=40' on a 22"x34" electronic drawing):

## CONSTRUCTION PLANS

| C000 Series Cover, Index, Notes, Quantities Table, Layout Plan |
|--|
| C010 Series Phasing Plans                                      |
| C020 Series Phasing Details                                    |
| C100 Series Demolition Plans                                   |
| C150 Series Demolition Details                                 |
| C200 Series Geometry and Paving Plans                          |
| C350 Series Typical Pavement Sections                          |
| C450 Series Erosion Control Plans and Details                  |
| C500 Series Plan and Profile Drawings                          |
| C700 Series Pavement Marking Plans and Details                 |
|  |

## TASK 2.2.B RECEIVE AND REVIEW FRONT END SPECIFICATIONS

RDM will receive and review the draft Volume I front end specifications from the Authority for the project. RDM will highlight potential variations for review during the 60-percent (60%) design review meeting.

## TASK 2.2.C TECHNICAL SPECIFICATIONS

RDM will compile a 60% draft of the Volume II Technical Specifications that will be included in the deliverable. Technical Specifications will conform to FAA Advisory Circular 150/5370-10H *Specification of Construction on Airports*, or latest version. It is anticipated, based on past work at BUR, that the P-401 Bituminous Concrete Pavement specification will require a Modification to Standard (MoS). RDM will meet with the local Airports District Office to review the modifications and discuss the potential for FAA approval. RDM will review the results of the meeting with the Authority staff to discuss the approach to the 90% submittal.

## TASK 2.2.D CONSTRUCTION SCHEDULE AND PROJECT SCHEDULE UPDATES

RDM will create a draft construction schedule that outlines the construction activities and durations for the construction of the project. Updates to the design project schedule will also be provided using input from the Authority and Critical Path Methodology.

## TASK 2.2.E CONSTRUCTION ESTIMATE

RDM will develop a preliminary engineer's estimate of probable construction cost for the project.

## TASK 2.2.F ENGINEER'S DESIGN REPORT

RDM will develop the preliminary draft of the Sponsor Engineers Design Report for the project. The engineer's design report will also include any design calculations that were developed to validate the engineering design for the project.

## TASK 2.3 PRELIMINARY CONSTRUCTION SAFETY PHASING PLAN (CSPP)

RDM will prepare the Draft CSPP in accordance with AC 150/5370-2G *Operational Safety of Airports during Construction*, or latest edition, and submit to the Authority, FAA Project Manager and the FAA Certification Inspector for review and comment.

## TASK 2.4 60% QUALITY CONTROL REVIEW

RDM will conduct in-house quality control review of the 60% Schematic Design plans, Volume I and Volume II Specifications, Engineer's Estimate of probable construction cost, and Engineer's Report prior to submittal to the Authority and FAA (as provided by the Authority). The Quality Control review will be by performed by two (2) independent Senior Engineers who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of any calculation within the project plans and specifications. RDM commits to a minimum of 5 percent of this design services phase budget be committed to quality assurance/quality control.

## TASK 2.5 60% SUBMITTAL

RDM will submit the 60% Complete Set of Design Plans, Specification Book, Engineer's Estimate of probable construction cost and Engineer's Report to the Authority for review and comment. It is anticipated the Authority will coordinate their review with the FAA as necessary for comment. All submittals will be in electronic format. The Authority will print hard copies as necessary. RDM anticipates the Authority will review the 60% Design Package Submission and return comments within two weeks of delivery.

## TASK 2.6 60% DESIGN REVIEW MEETING

RDM will coordinate and attend one (1) virtual meeting with the Authority to review the 60% Complete Design submittal. RDM will provide written minutes of the meeting and distribute to all attendees. The Authority and the FAA will provide any additional written comments to RDM within two weeks of the design review meeting that may affect the direction of the project. The meeting will be attended by the RDM principal-in-charge, project manager and/or project engineer.

## TASK 2.7 PROJECT MANAGEMENT

RDM will make monthly progress reports to the Authority project manager during the entire duration of the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report.

## D. TASK 3: 90-PERCENT (90%) PRE-FINAL DESIGN

The intent of the 90% design is to advance the project to include sufficient detail to clearly present all elements of the design. At the completion of the 90% design package, the project will proceed to final bid design set of construction documents.

## TASK 3.1 REVIEW AND INCORPORATE 60% COMMENTS

RDM will review all comments received from the Authority and the FAA from the 60% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report, during the 90% Pre-Final Design Phase. This task will include the review of each comment and a written report on how it will be incorporated into the documents, or why it was not applicable.

A written summary letter will be submitted to the Authority and the FAA.

## TASK 3.2 FAA FORM 7460 SUPPORT

RDM will coordinate to support the submission of FAA Form 7460 by the Authority to determine that the all eligible construction activities are coordinated with the FAA. As part of this task, RDM will develop and submit an exhibit to the Authority in order to supplement Form 7460.

TASK 3.3 90% DESIGN

TASK 3.3.A PLANS

RDM will advance the complete set of drawings to a Pre-Final 90 pct level. The 90% complete design will identify, evaluate, and resolve specific elements of the project for a technically sound and comprehensive project.

The plan development at the 90% level will include development of construction phasing, demolition, horizontal and vertical geometry, and preliminary pavement design. The development of the 90% complete design will be in coordination with the Authority and the FAA for their input. The following list of drawings will be submitted (mainly 1"=40' on a 22"x34" electronic drawing):

CONSTRUCTION PLANS

| Cool Series Cover, index, Notes, Quantities Table, Layout Fian |
|--|
| C010 Series Phasing Plans                                      |
| C020 Series Phasing Details                                    |
| C100 Series Demolition Plans                                   |
| C150 Series Demolition Details                                 |
| C200 Series Geometry and Paving Plans                          |
| C350 Series Typical Pavement Sections                          |
| C450 Series Erosion Control Plans and Details                  |
| C500 Series Plan and Profile Drawings                          |
| C700 Series Pavement Marking Plans and Details                 |
| C800 Series Cross Sections                                     |

TASK 3.3.B FRONT END SPECIFICATIONS

RDM will update the Volume I front end specifications for the project. Any potential variations will be highlighted for review during the 90 percent (pre-final) deliverable review meeting.

## TASK 3.3.C TECHNICAL SPECIFICATIONS

A 90% draft of the Volume II Technical Specifications will be included in the deliverable. All technical specifications will be detailed and coordinated with the project plans, including any modifications to FAA Standard Technical Specifications. If necessary, RDM will conduct a second meeting with the local Airports District Office to review any modifications and discuss the potential for FAA approval.

## TASK 3.3.D CONSTRUCTION SCHEDULE AND PROJECT SCHEDULE UPDATES

RDM will develop a detailed construction schedule that outlines the construction schedule of the project. Updates to the design project schedule will also be provided using input from the Authority based on Critical Path Methodology.

## TASK 3.3.E CONSTRUCTION ESTIMATE

RDM will develop an update to the detailed estimate of probable construction cost for the project.

## TASK 3.3.F FINAL ENGINEERS DESIGN REPORT

RDM will develop the pre-final draft of the Engineer's Design Report for the project. This engineer's design report will also include any design calculations that were developed to validate the engineering design for the project. This report will finalize any recommendations for any Modifications to Standards that became evident throughout the design process.

## TASK 3.4 FINAL CONSTRUCTION SAFETY PHASING PLAN

RDM will prepare the final CSPP in accordance with AC 150/5370-2G *Operational Safety on Airports during Construction* and submit to the Authority, FAA Project Manager and the FAA Certification Inspector.

## TASK 3.5 90% QUALITY CONTROL REVIEW

RDM will conduct in-house quality control review of the 90% Complete Design plans, Volume II specifications, estimate of probable construction cost, Engineer's Report prior to submittal to the Authority and FAA. The Quality Control review will be by performed by two (2) independent Senior Engineers who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans and specifications. RDM commits to a minimum of 5 percent of this design services phase budget be committed to quality assurance/quality control.

## TASK 3.6 90% SUBMITTAL

RDM will submit the 90% complete set of Design Plans, Volume I and Volume II Specifications and Engineers Report to the Authority for distribution for review and comment (internally and to the FAA). The Authority will print hard copies as necessary. RDM

anticipates the Authority will review the 90% Design Package Submission and return comments within two weeks of delivery.

## TASK 3.7 90% DESIGN REVIEW MEETING

RDM will coordinate and attend one (1) virtual meeting with the Authority to review the 90% Pre-Final Design submittal. RDM will provide written minutes of the meeting and distribute to all attendees. The Authority and the FAA will provide any additional written comments to RDM within two weeks of the design review meeting that may affect the direction of the project. The meeting will be attended by the RDM principal-in-charge, project manager and or project engineer.

## TASK 3.8 PROJECT MANAGEMENT

RDM will continue to make monthly progress reports to the Authority's project manager during the entire duration of the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report. The progress reports will also include a monthly invoice for professional services.

## E. TASK 4: FINAL DESIGN (BID SET)

## TASK 4.1 REVIEW AND INCORPORATE 90% COMMENTS

RDM will review all comments received from the Authority and the FAA from the 90% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report, during the Bid Set Final Design Phase. This task will include the review of each comment and a written response on how it will be incorporated into the documents, or why it was not applicable. The written letter report or spreadsheet will be submitted to the Authority and the FAA as necessary.

TASK 4.2 BID SET FINAL DESIGN

## TASK 5.2.A PLANS

RDM will prepare Bid Set signed and sealed complete drawings. The Bid Set Final Design will identify, evaluate, and resolve specific elements of the project for a technically sound and comprehensive project.

The plan development at the bid set level will include development of construction phasing, demolition, horizontal and vertical geometry, and final pavement design. The development of the bid set complete design will be in coordination with the Authority and the FAA for their input. The following list of drawings will be submitted (mainly 1"=40' on a 22"x34" electronic drawing):

## CONSTRUCTION PLANS

| C000 Series Cover, Index, Notes, Quantities Table, Layout Plan |
|--|
| C010 Series Phasing Plans                                      |
| C020 Series Phasing Details                                    |
| C100 Series Demolition Plans                                   |
| C150 Series Demolition Details                                 |

|      | C200 Series Geometry and Paving Plans          |
|------|--|
|      | C350 Series Typical Pavement Sections          |
|      | C450 Series Erosion Control Plans and Details  |
|      | C500 Series Plan and Profile Drawings          |
|      | C700 Series Pavement Marking Plans and Details |
|      | C800 Series Cross Sections                     |
| - 12 |  |

## TASK 4.2.B FRONT END SPECIFICATIONS

RDM will provide the final update to the Volume I front end specifications for the project through coordination with the Authority.

## TASK 4.2.C TECHNICAL SPECIFICATIONS

The final draft of the Volume II Technical Specifications will be included in the deliverable. All technical specifications will be detailed and coordinated with the project plans, including any modifications to FAA Standard Technical Specifications.

## TASK 4.2.D CONSTRUCTION SCHEDULE

RDM will develop the final detailed construction schedule that outlines the construction schedule of the project.

## TASK 4.2.E CONSTRUCTION ESTIMATE

RDM will develop the final detailed estimate of probable construction cost for the project.

## TASK 4.3 BID SET QUALITY CONTROL REVIEW

RDM will conduct in-house quality control review of the Bid Set Design plans, Volume I and Volume II specifications, estimate of probable construction cost, Engineer's Report prior to submittal to the Authority and FAA (via the Authority). The Quality Control review will be by performed by two (2) independent Senior Engineers who are not actively involved in the design project. This allows for a completely independent review of the deliverable. In addition, a mid-level engineer will perform a detailed checking of the project plans and specifications. RDM commits to a minimum of 5 percent of this design services phase budget be committed to quality assurance/quality control.

## TASK 4.4 BID SET SUBMITTAL

RDM will provide electronic transfer of all contract documents included in the deliverable.

## TASK 4.5 PROJECT MANAGEMENT

RDM will continue to make monthly progress reports to the Authority project manager during the entire duration of the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report. The progress reports will also include a monthly invoice for professional services.

## F. TASK 5: BID/AWARD SERVICES

## TASK 5.1 PRE-BID CONFERENCE

RDM will attend a pre-bid conference at the Hollywood Burbank Airport. RDM will describe specific elements of the project, as requested by the Authority. RDM will attend any site walk/visit during the Pre-Bid Conference. RDM will provide minutes of this meeting and an attendance list to be provided in an Addendum.

## TASK 5.2 ADDENDA

RDM will review and answer any Request for Clarification (RFC) during the bid phase. RDM will compile all required addenda to revise plans, specifications and other contract documents prepared by RDM in order to (1) provide clarifications, (2) correct discrepancies, or (3) correct errors and/or omissions. RDM will submit this information in hard copy format and via PDF for the Authority to distribute to plan holders.

After the bid opening, RDM will provide a review and a bid proposal evaluation for all bids received.

## TASK 5.3 CONFORMED DOCUMENTS

RDM will prepare Conformed Documents for the Authority. The Conformed Documents incorporate the Bidding Documents and all Addenda issued, to complete an Issued for Construction set of documents. RDM will deliver the following, once the contract documents are complete:

• Electronic Files of all deliverables required for the contract documents.

## TASK 5.4 PROJECT MANAGEMENT

RDM will make monthly progress reports to the Authority project manager during the entire duration of the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report.

## PHASE 2 – Construction Administration Services

To be determined and negotiated at a later date.

# *III. PRESENTATIONS, MEETINGS AND SITE VISITS*

RDM will prepare for and attend the following:

1) Task 1.1 Project Kick-off Meeting

- 2) Task 1.3 Survey, Geotechnical Investigation, Pavement Evaluation Site Visit
- 3) Task 1.8 Conceptual Design (30%) Package Review Meeting at BUR
- 4) Task 2.6 60% Design Review Meeting (virtual)
- 5) Task 3.8 90% Design Review Meeting (virtual)
- 6) Task 5.1 Pre-Bid Conference

# IV. DELIVERABLES

RDM will provide the following deliverables:

- 1) One (1) digital copy (PDF) of 30% Conceptual Design Plans, List of Specifications, Cost Estimate, and Engineer's Report Table of Content to the Authority and FAA as required.
- 2) One (1) digital copy (PDF) of 60% Plans, Specifications, Cost Estimate, Schedule, DRAFT CSPP and Engineer's Report to the Authority and FAA as required.
- 3) One (1) digital copy (PDF) of 90% Plans, Specifications, Cost Estimate, Schedule, FINAL CSPP and Engineer's Report, to the Authority and FAA as required.
- 4) One (1) digital copy (PDF) of Final Plans, Specifications, Cost Estimate, Schedule, and Engineer's Report, to the Authority and FAA as required.
- 5) Required Addenda, Bid Analysis, Submittal, RFI, Construction Management Plan, and Conformed Set to the Authority

# V. SCHEDULE

RDM will complete the above referenced services within XX to XX weeks of NTP. RDM will support the bid phase during the period of time after Advertisement Date to Award.

#### RDM International, Inc. MANHOUR & FEE ESTIMATE

#### RUNWAY SHOULDERS & BLAST PAD REHABILITATION DESIGN SERVICES PROFESSIONAL ENGINEERING DESIGN SERVICES HOLLYWOOD BURBANK AIRPORT, BURBANK, CALIFORNIA

| 23-Dec-22   |         |          |          |          |            |               |           |         |          |         |            |          |                           |                               |
|---|---------|----------|----------|----------|------------|---------------|-----------|---------|----------|---------|------------|----------|---------------------------|-------------------------------|
| TASK  | PROI    | PROI     | DSGN     | PRO I    | RDM Intern | national, Inc | ).<br>GIS | Field   | CAD      |         | NDT        | TRAVEL / | TASK                      | REMARKS                       |
| TASK  | PRNC    | MNGR     | MNGR     | ENGR     | ENGR       | MNGR          | TECH      | TECH    | TECH     | ADMIN   | EQUIP      | ODC      | COST                      | REMARKS                       |
|   |         |          |          |          |            |               |           |         |          |         |            |          |                           |                               |
| Task 1: Conceptual Package Development                              |         | 1        | 1        | 1        | 1          |               |           |         |          |         |            |          | \$002.17                  | Virtual Masting Attandance    |
| 1 1a Project Scheduling   |         | 2        | 4        | Ĩ        | I          |               |           |         |          |         |            |          | \$1 587 49                | Virtual Meeting Attendance    |
| 1.1b Coordination with Stakeholders                                 |         | 4        | 4        |          |            |               |           |         |          |         |            |          | \$2,121.94                | Includes Subconsultants       |
| 1.2 Collect and Review Available Data                               |         | 4        | 8        | 12       | 8          |               |           |         | 4        |         |            |          | \$7,178.75                |                               |
| 1.3 Topographic Survey, Geotechnical Investigation, Pavement        |         | Л        | Λ        | 8        | 16         |               |           | 18      | 4        |         |            | \$4 773  | \$16 706 29               |                               |
| Evaluation and Coordination   |         | -        | -        | 0        | 10         |               |           | 40      | -        |         |            | φ4,775   | φ10,700.23                |                               |
| 1.4 Pavement Design Alt and Constructability Alt for the Design     |         | 4        | 8        | 8        | 8          |               |           |         | 10       |         |            |          | \$6,148.49                |                               |
| 1.5 Conceptual Development Quality Control Review                   |         | 4        | 10       | 24       |            | 8             |           |         | 40       |         |            |          | \$13,231.82<br>\$1.96/.13 |                               |
| 1.7 Conceptual Development Package (30%) Submittal                  |         | 1        | 2        | 2        |            | 0             |           |         | 2        |         |            |          | \$1,308.87                |                               |
| 1.8 Conceptual Design Review Meeting                                |         | 8        | 2        |          |            |               |           |         |          |         |            | \$1,234  | \$3,898.41                | In Person Meeting for PM Only |
| 1.9 Project Management  |         | 2        |          |          |            |               |           |         |          | 8       |            |          | \$1,217.95                |                               |
| Tack 2: 60% Decign  |         |          |          |          |            |               |           |         |          |         |            |          |                           |                               |
| 2.1 Review and Incorporate Conceptual Design Comments               |         | 4        | 8        | 8        |            | 2             |           |         | 8        |         |            |          | \$5.726.53                |                               |
| 2.2 60% Design, Specification, Engineers Report, Estimate, Schedule |         | 4        | 16       | 80       | 8          | _             |           |         | 60       |         |            |          | \$25,472.26               |                               |
| 2.3 Preliminary Construction Safety Phasing Plan (CSPP)             |         | 4        | 8        | 16       |            |               |           |         |          |         |            |          | \$5,526.79                |                               |
| 2.4 60% Quality Control Review                                      |         |          |          |          |            | 24            |           |         |          |         |            |          | \$5,892.39                |                               |
| 2.5 60% Submittal   |         | 1        | 2        | 4        |            |               |           |         | 4        |         |            |          | \$1,824.00                |                               |
| 2.6 60% Design Review Meeting<br>2.7 Project Management             |         | 2        | 2        |          |            |               |           |         |          | 8       |            |          | \$1,060.97<br>\$1,217.95  | Virtual Meeting Attendance    |
|   |         | 2        |          |          |            |               |           |         |          | 0       |            |          | φ1,217.95                 |                               |
| Task 3: 90% Design  |         |          |          |          |            |               |           |         |          |         |            |          |                           |                               |
| 3.1 Review and Incorporate 60% Comments                             |         | 4        | 8        | 8        |            | 2             |           |         | 8        |         |            |          | \$5,726.53                |                               |
| 3.2 FAA Form 7460 Support   |         | 1        | 2        | 2        |            |               |           |         | 4        |         |            |          | \$1,530.03                |                               |
| 3.3 90% Design, Specification, Engineers Report, Estimate, Schedule |         | 4        | 16       | 48<br>8  |            |               |           |         | 40       |         |            |          | \$10,759.52               |                               |
| 3.5 90% Quality Control Review                                      |         | 2        | 4        | 0        |            | 16            |           |         |          |         |            |          | \$3.928.26                |                               |
| 3.6 90% Submittal   |         | 1        | 4        | 4        |            |               |           |         | 4        |         |            |          | \$2,350.52                |                               |
| 3.7 90% Design Review Meeting                                       |         | 2        | 2        |          |            |               |           |         |          |         |            |          | \$1,060.97                | Virtual Meeting Attendance    |
| 3.8 Project Management  |         | 2        |          |          |            |               |           |         |          |         |            |          | \$534.45                  |                               |
| Task 4 <sup>.</sup> Final Design Bid Set                            |         |          |          |          |            |               |           |         |          |         |            |          |                           |                               |
| 4.1 Review and Incorporate 90% Comments                             |         | 2        | 8        | 8        |            | 2             |           |         | 8        |         |            |          | \$5,192.07                |                               |
| 4.2 Bid Set Final Design  |         | 4        | 8        | 40       |            |               |           |         | 40       |         |            |          | \$13,477.54               |                               |
| 4.3 Bid Set Quality Control Review                                  |         |          |          |          |            | 4             |           |         |          |         |            |          | \$982.07                  |                               |
| 4.4 Bid Set Submittal   |         | 1        | 4        | 4        |            |               |           |         | 4        |         |            |          | \$2,350.52                |                               |
| 4.5 Project Management  |         | 2        |          |          |            |               |           |         |          |         |            |          | \$534.45                  |                               |
| Task 5: Bid/Award Services  |         |          |          |          |            |               |           |         |          |         |            |          |                           |                               |
| 5.1 Pre-Bid Conference  |         | 2        |          |          |            |               |           |         |          |         |            | \$0      | \$534.45                  | Virtual Meeting Attendance    |
| 5.2 Addenda   |         | 1        | 8        | 16       |            |               |           |         | 8        |         |            |          | \$5,609.72                |                               |
| 5.3 Conformed Documents   |         | 2        | 8        | 8        |            |               |           |         | 8        | 0       |            |          | \$4,701.04<br>\$1,217.05  |                               |
| 5.4 Project Management  |         | Z        |          |          |            |               |           |         |          | 0       |            |          | φ1,217.95                 |                               |
| SUBTOTALS   | 0       | 83       | 157      | 309      | 41         | 58            | 0         | 48      | 246      | 24      | 0          | \$6,007  |                           |                               |
| SALARY RATE   | \$92.60 | \$89.61  | \$88.28  | \$49.29  | \$75.35    | \$82.33       | \$32.12   | \$32.12 | \$37.08  | \$28.65 | \$1,800    |          |                           |                               |
| SUBTOTALS   | \$0     | \$7,438  | \$13,860 | \$15,231 | \$3,089    | \$4,775       | \$0       | \$1,542 | \$9,122  | \$688   | \$0        | \$6,007  | \$55,744                  |                               |
| OVERHEAD @ 171.1%   | \$0     | \$12,726 | \$23,714 | \$26,060 | \$5,286    | \$8,170       | \$0       | \$2,638 | \$15,607 | \$1,176 |            |          | \$95,378                  |                               |
| SUBTOTALS   | \$0     | \$20,163 | \$37.574 | \$41.290 | \$8.375    | \$12.945      | \$0       | \$4.180 | \$24.729 | \$1.864 | \$0        |          | \$151.121                 |                               |
| FEE @ 10%   | \$0     | \$2.016  | \$3,757  | \$4,129  | \$838      | \$1,295       | \$0       | \$418   | \$2,473  | \$186   |            |          | \$15,112                  |                               |
|   |         | , _,     |          |          |            | , ., <u>_</u> | +         |         | <u>,</u> | 0.050   | <b>*</b> 2 | ¢0.00=   |                           |                               |
| TUTAL PER CATEGORY  | \$0     | \$22,180 | \$41,332 | \$45,419 | \$9,213    | \$14,240      | \$0       | \$4,598 | \$27,202 | \$2,050 | \$0        | \$6,007  | \$172,241                 |                               |
| % of PROFESSIONAL FEE   |         |          |          |          |            |               |           |         |          |         |            |          |                           |                               |
| TOTAL ESTIMATED COST  | \$172   | 2,241    |          |          |            |               |           |         |          |         |            |          |                           |                               |



Proposal No: 00-221942-P

December 9, 2022

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

Attention: David Stromberg

Subject: Proposal for a Geotechnical Investigation E22-11 Runway Shoulders and Blast Pad Rehabilitation Design Burbank Airport 2627 N Hollywood Way Burbank, CA

In response to your request, we propose to perform a geotechnical engineering investigation for the E22-11 Runway Shoulders and Blast Pad Rehabilitation Design project.

## SCOPE OF WORK

Our services will consist of office research, field exploration, laboratory testing, review of the compiled data, and preparation of a written report containing recommendations developed in accordance to generally accepted engineering and geologic principles and practices.

## **OFFICE RESEARCH**

Our office research will consist of the following:

- Review of prior geotechnical reports performed at the airport prepared for the site by this office.
- Review of literature to obtain background information of regional geology, seismicity and groundwater.
- Examination of aerial photographs.

### FIELD INVESTIGATION

The field exploration will consist of the following:

- Contacting Underground Service Alert for underground utilities.
- Review of proposed boring locations with RDM and airport staff for existing underground utility conflicts.



- Drilling of approximately 3 exploratory borings to a maximum depth of 10 feet, one at the Hanger 2 site, one at the A3 site and one in the blast pad at the north end of the airport. Location of the proposed borings will be supplied by RDM. We have assumed drilling will be done during a night shift
- Coring of approximately 10 locations at locations to be determined by RDM staff. Cores will be done with a 6-inch diameter core bit to facilitate removal of the existing base and access underlying subgrade soils. The thickness of the existing asphalt and base courses will be determined and a dynamic cone penetrometer (DCP) test will be done on the exposed subgrade at each location. It is our understanding that the coring will be done during night shifts.
- Logging of the borings and identification of the various earth materials encountered during the exploration.
- Samples of the major earth units will be obtained and the in-place density of the various strata encountered in the exploration will be determined.
- As requested we have also included an alternative quote for 2 borings and 11 cores a with a similar scope for the boring and coring as described above.
- As requested we have also included an alternative quote for 15 cores and no borings with a similar scope for the coring as described above.

## LABORATORY TESTING

Laboratory testing will be performed in accordance to the specifications of ASTM International. The following laboratory tests will be performed on the major soil and bedrock types encountered during the exploration.

- Moisture and density of drive tube samples and moisture content tests of bulk soil samples
- Maximum density optimum moisture density
- California bearing ratio
- Atterberg limits
- Sieve analysis

Laboratory testing of any hazardous materials or substances that may be encountered is not included within this scope of services.

No laboratory testing will be done for the coring alternative without borings.

## **GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT PREPARATION**

A written report will prepared presenting the results of the office research, field exploration, laboratory testing and engineering analysis. It will include information on the nature, distribution and strength of the existing soils, and recommendations for grading procedures and design criteria for corrective measures, when necessary. The report will also include a description of the geology of the site and conclusions and recommendations regarding the effect of geologic conditions on the proposed development.



Specific items that will be addressed in our report will include:

- Regional geology and seismicity, groundwater, site soil and geologic conditions, and flooding potential.
- Recommendations regarding earthwork, grading and fill placement.
- Existing pavement sections.
- Earthwork shrinkage and subsidence during earthwork.
- Recommendations for removals and over-excavation or subgrade.
- Anticipated excavation characteristics of earth units.
- Recommended design CBR values.
- Recommendations for grading and post grading geotechnical observation and testing.

The report will also include logs of borings and pictures of the asphalt cores, a map showing the locations of points of subsurface exploration, and other attachments.

Our recommendations will be consistent with sound engineering and geologic practices and shall incorporate federal, state and local laws, codes, ordinances and regulations which, in our professional opinion, are applicable at the time that our professional services are rendered.

## TERMS

We propose to perform the previously described services on a fixed fee basis for the following amounts:

| Investigation with 3 Borings and 10 Cores                |       |                     |
|--|-------|---------------------|
| Geotechnical Office Research and Field Exploration       |       | \$16,790.00         |
| Geotechnical Laboratory Testing                          |       | \$5,130.00          |
| Geotechnical Engineering Analysis and Report Preparation |       | \$5 <i>,</i> 360.00 |
|  | TOTAL | \$27,280.00         |
| Investigation with 2 Borings and 11 Cores                |       |                     |
| Geotechnical Office Research and Field Exploration       |       | \$15,890.00         |
| Geotechnical Laboratory Testing                          |       | \$3,420.00          |
| Geotechnical Engineering Analysis and Report Preparation |       | \$4,920.00          |
|  | TOTAL | \$24,230.00         |
| Investigation with Coring only                           |       |                     |
| Geotechnical Office Research and Field Exploration       |       | \$10,770.00         |
| Geotechnical Engineering Analysis and Report Preparation |       | \$3,900.00          |
|  | TOTAL | \$14,670.00         |
|  |       |                     |



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

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

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

## **PROFESSIONAL INSURANCE**

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

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

## CLOSURE

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

Authorized By: RDM International, Inc.

(Signature)

(Title)

(Date)

Respectfully submitted, RMA Group, Inc.

Kenneth Dowell, PG, CEG Project Geologist

Slawek Dymerski, PE, GE Vice President



## Personnel Charges - Professional Staff

| Product Name                           | Units | Rate (\$) |
|--|-------|-----------|
| Project Engineer - Laboratory          | HR    | \$190.00  |
| Administrative                         | HR    | \$70.00   |
| Principal Engineer - Office            | HR    | \$220.00  |
| Principal Engineer - Field             | HR    | \$220.00  |
| Principal Engineer - Court Appearance  | HR    | \$600.00  |
| Principal Engineer - Consultation      | HR    | \$220.00  |
| Principal Engineer - Job Conference    | HR    | \$220.00  |
| Principal Engineer - Expert Witness    | HR    | \$500.00  |
| Project Engineer - Office              | HR    | \$190.00  |
| Project Engineer - Field               | HR    | \$190.00  |
| Project Engineer - Consultation        | HR    | \$190.00  |
| Project Engineer - Job Conference      | HR    | \$190.00  |
| Staff Engineer - Office                | HR    | \$145.00  |
| Staff Engineer - Field                 | HR    | \$145.00  |
| Drafting                               | HR    | \$110.00  |
| Principal Geologist - Office           | HR    | \$200.00  |
| Project Manager - Office               | HR    | \$165.00  |
| Project Manager - Field                | HR    | \$165.00  |
| Project Manager - Job Conference       | HR    | \$165.00  |
| Principal Geologist - Field            | HR    | \$200.00  |
| Principal Geologist - Consultation     | HR    | \$200.00  |
| Principal Geologist - Job Conference   | HR    | \$200.00  |
| Principal Geologist - Expert Witness   | HR    | \$450.00  |
| Principal Geologist - Court Appearance | HR    | \$550.00  |
| Project Geologist - Office             | HR    | \$180.00  |
| Project Geologist - Field              | HR    | \$180.00  |
| Project Geologist - Consultation       | HR    | \$180.00  |
| Project Geologist - Job Conference     | HR    | \$180.00  |
| Qualified SWPPP Developer QSD          | HR    | \$160.00  |
| Staff Geologist - Office               | HR    | \$145.00  |
| Staff Geologist - Field                | HR    | \$145.00  |
| Qualified SWPPP Practitioner QSP       | HR    | \$150.00  |

#### **Personnel Charges - Field Staff**

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| Soils Engineering Technician             | HR    | \$115.00  |
| Soils Technician Compaction Testing      | HR    | \$115.00  |
| Soils Technician Rough Grading           | HR    | \$115.00  |
| Soils Technician Retesting               | HR    | \$115.00  |
| Public Works Inspector                   | HR    | \$120.00  |
| Public Works Inspector - Asphalt Paving  | HR    | \$115.00  |
| Public Works Technician                  | HR    | \$115.00  |
| Public Works Inspector - Asphalt Plant   | HR    | \$115.00  |
| Public Works Inspector - Concrete Paving | HR    | \$115.00  |
| Public Works Inspector - Concrete Plant  | HR    | \$115.00  |
| Public Works Technician - Asphalt        | HR    | \$115.00  |
| Public Works Technician - Concrete       | HR    | \$115.00  |
| Laboratory Technician - Field Lab        | HR    | \$100.00  |
| Lead Roadway and Structures Inspector    | HR    | \$125.00  |
| Structures Inspector                     | HR    | \$115.00  |
| Roadway Inspector                        | HR    | \$115.00  |



| Civil Inspector                           | HR | \$125.00 |
|---|----|----------|
| Building Inspector                        | HR | \$130.00 |
| Special Inspector (ICC)                   | HR | \$115.00 |
| Mechanical   Electrical Inspector         | HR | \$130.00 |
| Special Inspector Reinforced Concrete     | HR | \$115.00 |
| Special Inspector Prestressed Concrete    | HR | \$115.00 |
| Special Inspector Concrete Batch Plant    | HR | \$115.00 |
| ACI Concrete Technician                   | HR | \$115.00 |
| Pick-up and Delivery of Test Specimens    | HR | \$75.00  |
| ID Reinforcing or Structural Steel        | HR | \$115.00 |
| Special Inspector Fire Proofing           | HR | \$115.00 |
| Special Inspector Post Installed Anchors  | HR | \$115.00 |
| Special Inspector Roofing/Waterproofing   | HR | \$115.00 |
| Special Inspector Masonry                 | HR | \$115.00 |
| Special Inspector Masonry (DSA)           | HR | \$115.00 |
| Special Inspector Shotcrete               | HR | \$115.00 |
| Special Inspector Post Tensioned Concrete | HR | \$115.00 |
| Special Inspector Fire Stopping           | HR | \$120.00 |
| AWS Certified Welding Inspector- Field    | HR | \$115.00 |
| AWS Certified Welding Inspector- Shop     | HR | \$115.00 |
| Special Inspector Structural Steel        | HR | \$115.00 |
| Special Inspector High Strength Bolting   | HR | \$115.00 |
| Special Inspector Wood Construction       | HR | \$130.00 |
| Non Destructive Testing ASNT Level II     | HR | \$120.00 |
| Non Destructive Testing ASNT Level III    | HR | \$200.00 |
| Coatings Technician                       | HR | \$120.00 |
| Special Inspector Fiber Wrap              | HR | \$115.00 |
| Radiographic Testing Crew                 | HR | \$450.00 |
| Pull   Torque Testing Technician          | HR | \$115.00 |
| Project Inspector (IOR)                   | HR | \$130.00 |
| Asphalt Coring                            | HR | \$120.00 |
| Concrete Coring                           | HR | \$120.00 |
| Horizontal Wall Coring                    | HR | \$115.00 |
| Assistant Wall Coring                     | HR | \$120.00 |
| Supervising Soil Technician               | HR | \$135.00 |
| Supervising Public Works Inspector        | HR | \$135.00 |
| Supervising Special Inspector             | HR | \$135.00 |
| Quality Control Manager                   | HR | \$155.00 |
|   |    |          |
| Laboratory Tests - Steel                  |    |          |

#### **Product Name** Units Rate (\$) ASTM A370 Rebar Tension up to #8 \$60.00 ΕA \$135.00 ASTM E605 Spray Applied Fireproofing Den ΕA ASTM A370 Rebar Tension #9 to #11 EΑ \$75.00 ASTM A370 Rebar Tension #14 ΕA \$115.00 ASTM A370 Rebar Tension #18 ΕA \$170.00 ASTM A370 Bend Test Rebar up to #8 \$50.00 EΑ ASTM A370 Bend Test Rebar #9 to #11 ΕA \$60.00 ASTM A370 Bend Test Rebar #14 ΕA \$115.00 \$170.00 ASTM A370 Bend Test Rebar # 18 ΕA ASTM A416 Stress-Strain Analysis \$240.00 ΕA ASTM A416 Tensile Test Only \$175.00 ΕA ASTM A370 Tensile Up to 100K lbs (Each) ΕA \$75.00

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| ASTM A370 Tensile Up to 200K lbs (Each)  | EA | \$90.00  |
|--|----|----------|
| ASTM A370 Tensile Up to 300K lbs (Each)  | EA | \$100.00 |
| ASTM A370 Tensile Up to 400K lbs (Each)  | EA | \$160.00 |
| ASTM A370 Tensile 400K - 500K lbs (Each) | EA | \$365.00 |
| ASTM A370 Tensile Stress-Strain Percent  | EA | \$205.00 |
| AWS Weld: Macroetch                      | EA | \$110.00 |
| AWS Weld: Fracture                       | EA | \$75.00  |
| AWS Bend Test                            | EA | \$75.00  |
| Steel Chemical Analysis                  | EA | \$205.00 |
| ASTM A370 Rockwell Hardness (Each)       | EA | \$110.00 |
| ASTM F606 Bolt Axial Tensile to 7/8"     | EA | \$60.00  |
| ASTM F606 Bolt Wedge Tensile to 7/8"     | EA | \$90.00  |
| ASTM F606 Bolt: Axial 7/8" - 1 1/2"      | EA | \$95.00  |
| ASTM F606 Bolt: Proof Load up to 7/8"    | EA | \$100.00 |
| ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2" | EA | \$110.00 |
| ASTM F606 Bolt: Proof Load up to 1 1/2"  | EA | \$125.00 |
| ASTM F606 Nut: Proof Load up to 7/8"     | EA | \$65.00  |
| ASTM F606 Nut: Proof Load up to 1 1/2"   | EA | \$100.00 |

#### Laboratory Tests - Soil

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



## Laboratory Tests - Masonry

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM C140 Block Moisture & Absorption    | SET   | \$110.00  |
| ASTM C140 Block Compressive Strength     | SET   | \$100.00  |
| ASTM C426 Block Linear Shrinkage         | SET   | \$375.00  |
| ASTM C140 Block Unit Wt & Dimensions     | SET   | \$265.00  |
| ASTM C90 Masonry Block Conformance       | SET   | \$740.00  |
| ASTM C67 Brick Compressive Strength      | SET   | \$125.00  |
| ASTM C67 Brick Moisture & Absorption     | SET   | \$110.00  |
| ASTM C67 Brick 5 Hour Boil               | EA    | \$135.00  |
| ASTM C67 Brick Modulus of Rupture        | EA    | \$135.00  |
| ASTM C780 Mortar Cylinder Compression    | EA    | \$40.00   |
| ASTM C1019 Grout Prism Compression       | EA    | \$50.00   |
| ASTM C1314 Masonry Core Comp Str 8" Max  | EA    | \$100.00  |
| ASTM C1314 Masonry Core Shear Str 8" Max | EA    | \$110.00  |
| ASTM E519 Assemblage Comp Str 8" Block   | EA    | \$125.00  |
| ASTM E519 Assemblage Comp Str 12" Block  | EA    | \$140.00  |
| ASTM E519 Assemblage Comp Str 16" Block  | EA    | \$175.00  |
| ASTM C109 Compressive Strength 2" Cube   | EA    | \$50.00   |

#### Laboratory Tests - Concrete

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

#### Laboratory Tests - Caltrans

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| CT202 Sieve Analysis, Combined Agg       | EA    | \$245.00  |
| CT202 Sieve Analysis, Fine Agg           | EA    | \$190.00  |
| CT202 Sieve Analysis, Coarse Agg         | EA    | \$185.00  |
| CT235 Flat and Elongated Particles       | EA    | \$390.00  |
| CT205 Percentage Crushed Particles       | EA    | \$205.00  |
| CT206 Specific Gravity, Coarse Aggregate | EA    | \$185.00  |
| CT207 Specific Gravity, Fine Aggregate   | EA    | \$225.00  |
| CT208 Apparent Specific Gravity of Fines | EA    | \$275.00  |
| CT229 Durability Index                   | EA    | \$405.00  |
| CT234 Angularity & Voids, Fine Agg       | EA    | \$265.00  |
| CT211 Abrasion, Los Angeles Rattler      | EA    | \$335.00  |
| CT227 Cleanness Value                    | EA    | \$390.00  |
| CT213 Organic Impurities in Sand         | EA    | \$135.00  |
| CT214 Soundness by Sodium Sulfate        | EA    | \$510.00  |
| CT226 Moisture Content by Oven Drying    | EA    | \$45.00   |
| CT217 Sand Equivalent                    | EA    | \$170.00  |



| CT308(A) Core Density Paraffin Coated    | EA       | \$75.00    |
|--|----------|------------|
| CT308(C) Core Density SSD                | EA       | \$65.00    |
| CT303 Approximate Bitumen Ratio          | EA       | \$335.00   |
| CT304/308(A) LTMD Kneading Compactor     | EA       | \$440.00   |
| CT305 Swell of Bituminous Mixtures       | EA       | \$470.00   |
| CT308(A)/366 Stability and Density       | EA       | \$440.00   |
| CT366 Stabilometer Value                 | EA       | \$365.00   |
| CT308(C)/366 Stability and Density       | EA       | \$440.00   |
| CT309 Maximum Theoretical Density        | EA       | \$275.00   |
| CT370 Moisture Content by Microwave      | EA       | \$110.00   |
| CT379 Asphalt Content Nuclear Gauge      | EA       | \$275.00   |
| CT382 Ignition Oven Correction Factor    | EA       | \$405.00   |
| CT382 Asphalt Content by Ignition        | EA       | \$255.00   |
| CT371 Tensile Strength Ratio             | EA       | \$1,470.00 |
| CT302 Film Stripping                     | EA       | \$335.00   |
| CT521 Concrete Cyl Compressive Strength  | EA       | \$40.00    |
| CT523 Concrete Flexural Strength. Beam   | EA       | \$125.00   |
| CT531 Length of Drilled Concrete Cores   | EA       | \$65.00    |
| CT550 Surface Abrasion of Concrete       | EA       | \$535.00   |
| CT534 Water Retention. Lig Curing Cmpnd  | FA       | \$570.00   |
| CT521 Compressive Strength I CB          | FA       | \$40.00    |
| CT524 BSC Elexural Strength Beam         | FA       | \$125.00   |
| CT515 Relative Mortar Strength, PCC Sand | FA       | \$800.00   |
| CT670 Tensile Strength up to #8          | FA       | \$75.00    |
| CT670 Tensile Strength #8 - #11          | FA       | \$110.00   |
| CT670 Tensile Strength #14               | FA       | \$140.00   |
| CT670 Tensile Strength #18               | FA       | \$205.00   |
| CT 52-1-08C Slin Test                    | FΔ       | \$205.00   |
| CT670 Operator Qualification up to #8    |          | \$470.00   |
| CT670 Operator Qualification #9 - #11    | 101      | \$535.00   |
| CT670 Operator Qualification #18         |          | \$1 135 00 |
| CT670 Operator Qualification #14         |          | \$800.00   |
| CT670 Operator Qualification up to #8    | EA       | \$470.00   |
| CT670 Operator Qualification #0 - #11    | EA<br>EA | \$535.00   |
| CT670 Operator Qualification #14         | EA<br>EA | \$333.00   |
| CT670 Operator Qualification #19         |          | \$1 125 00 |
| CT670 Production Lot up to #8 (Service)  |          | \$1,133.00 |
| CT670 Production Lot #14 (Service)       |          | \$535.00   |
| CT670 Production Lot #14 (Service)       |          | \$333.00   |
| CT670 Production Lot #19 (Service)       |          | \$405.00   |
| CT670 Production Lot white (Service)     |          | \$723.00   |
| CT670 Production Lot up to #8 (Oltimate) |          | \$405.00   |
| CT670 Production Lot #19 (0 #11(Onimate) |          | \$470.00   |
| CT670 Production Lot #18 (Ultimate)      |          | \$1,005.00 |
| CT204 Plastisity Juday, Attachara        |          | \$740.00   |
| CT204 Plasticity Index, Atterberg        | EA       | \$305.00   |
|  | EA       | \$275.00   |
| CT301 Resistance R-Value Stabilometer    | EA       | \$390.00   |
| CI216 CA Impact Max Density              | EA       | \$265.00   |
| C1216 CA Impact, Rock Correction         | EA       | \$65.00    |
| C141/ Soluble Sulfates                   | EA       | \$135.00   |
| CT422 Chloride Content                   | EA       | \$115.00   |
| CT643 Resistivity and pH                 | EA       | \$135.00   |



## Laboratory Tests - Asphalt

| Product Name                              | Units | Rate (\$)  |
|---|-------|------------|
| ASTM D1188 Core Density Parafilm Coated   | EA    | \$75.00    |
| ASTM D2726 Core Density (SSD)             | EA    | \$65.00    |
| ASTM D6926 Lab Max Density Marshall       | EA    | \$335.00   |
| ASTM D6927 Marshal Stability and Flow     | EA    | \$440.00   |
| ASTM D1561 LTMD Kneading Compactor        | EA    | \$355.00   |
| ASTM D1560 Hveem Stability and Density    | EA    | \$440.00   |
| ASTM D1560 Hveem Stability                | EA    | \$305.00   |
| ASTM D2041 Maximum Theoretical Density    | EA    | \$265.00   |
| ASTM D6307 Ignition Oven Calibration      | EA    | \$405.00   |
| ASTM D6307 Asphalt Content by Ignition    | EA    | \$255.00   |
| ASTM D2172 Asphalt Content by Solvents    | EA    | \$375.00   |
| ASTM D4125 Asphalt Content Nuclear Gauge  | EA    | \$335.00   |
| ASTM D5444 Gradation of Extracted Agg     | EA    | \$275.00   |
| ASTM D244 Emulsion Residue Evaporation    | EA    | \$240.00   |
| ASTM D244 Emulsion Sieve Analysis         | EA    | \$165.00   |
| ASTM D3910 Wet Track Abrasion             | EA    | \$205.00   |
| AASHTO T324 Hamburg Wheel Tracking Test   | EA    | \$1,100.00 |
| AASHTO T283 Tensile Strength Ratio        | EA    | \$1,200.00 |
| AASHTO T275 Core Denisty Paraffin Coated  | EA    | \$80.00    |
| AASHTO T312/T275 LTMD Gyratory Compactor  | EA    | \$440.00   |
| AASHTO T308 Asphalt Content by Ignition   | EA    | \$255.00   |
| AASHTO T209 Theoretical Maximum Density   | EA    | \$265.00   |
| AASHTO T308A AC Correction Factor         | EA    | \$470.00   |
| AASHTO T324 Hamburg Wheel Tracking - RHMA | EA    | \$1,100.00 |
| AASHTO T283 Tensile Strength Ratio - RHMA | EA    | \$1,200.00 |
| AASHTO T312/T275 LTMD Gyratory Comp RHMA  | EA    | \$440.00   |

#### Laboratory Tests - Aggregates

| Product Name                             | Units | Rate (\$) |
|--|-------|-----------|
| ASTM C131 Abrasion, Los Angeles Rattler  | EA    | \$335.00  |
| ASTM C40 Organic Impurities in Fine Agg  | EA    | \$135.00  |
| ASTM C127 Specific Gravity, Coarse Agg   | EA    | \$205.00  |
| ASTM C128 Specific Gravity, Fine Agg     | EA    | \$240.00  |
| ASTM C1252 Angularity & Voids, Fine Agg  | EA    | \$240.00  |
| ASTM C566 Moisture Content by Drying     | EA    | \$35.00   |
| ASTM C117 Materials Finer than No. 200   | EA    | \$140.00  |
| ASTM D2419 Sand Equivalent               | EA    | \$170.00  |
| ASTM C289 Alkali-Silica Reactivity       | EA    | \$670.00  |
| ASTM D4791 Flat & Elongated Particles    | EA    | \$375.00  |
| ASTM D5821 Percent Fractured Particles   | EA    | \$205.00  |
| ASTM C123 Percent Lightweight Particles  | EA    | \$275.00  |
| ASTM C88 Soundness by Sodium Sulfate     | EA    | \$535.00  |
| ASTM C136 Sieve Analysis, Combined Agg   | EA    | \$240.00  |
| ASTM C136 Sieve Analysis, Fine Agg       | EA    | \$205.00  |
| ASTM C136 Sieve Analysis, Coarse Agg     | EA    | \$205.00  |
| ASTM C142 Clay Lumps & Friable Particles | EA    | \$260.00  |
| ASTM C535, Abrasion Large Aggregate      | EA    | \$335.00  |
| AASHTO T304 Angularity & Voids in Fines  | EA    | \$225.00  |
| AASHTO T84 Specific Gravity, Fine Agg    | EA    | \$240.00  |
| AASHTO T96 Abrasion, Los Angeles Rattler | EA    | \$335.00  |
| AASHTO T85 Specific Gravity, Coarse Agg  | EA    | \$205.00  |



| AASHTO T27 Sieve Analysis, Combined Agg | EA | \$240.00 |
|---|----|----------|
| AASHTO T27 Sieve Analysis, Fine Agg     | EA | \$205.00 |
| AASHTO T27 Sieve Analysis, Coarse Agg   | EA | \$185.00 |
| AASHTO T176 Sand Equivalent             | EA | \$170.00 |
| AASHTO T335 Percent Fractured Particles | EA | \$205.00 |

#### **Equipment Charges**

| Product Name                                      | Units | Rate (\$)           |
|---|-------|---------------------|
| Portable Drilling Equipment                       | HR    | \$450.00            |
| Mobile Laboratory Trailer Mobilization            | EA    | \$500.00            |
| Mobile Laboratory Trailer & Testing Equipment     | DAY   | \$500.00            |
| Stationary Laboratory Trailer & Testing Equipment | MO    | \$1 <i>,</i> 500.00 |
| Hand Held Turbidity Meter                         | DAY   | \$20.00             |
| Diamond Bit Core Rig and Generator                | DAY   | \$500.00            |
| Nuclear Density Test Gauge                        | DAY   | \$25.00             |
| Ultrasonic Test Unit and Consumables              | DAY   | \$50.00             |
| Magnetic Particle Test Unit                       | DAY   | \$50.00             |
| Skidmore  | DAY   | \$50.00             |
| Schmidt Hammer                                    | DAY   | \$50.00             |
| Torque Wrench                                     | DAY   | \$50.00             |
| Proof Load Testing Equipment                      | DAY   | \$100.00            |
| Drilling Equip Mobilization / De-Mob              | EA    | \$800.00            |
| ASTM C1028 Coefficient of Friction                | DAY   | \$500.00            |
| Mini Environmental Quality Meter                  | DAY   | \$300.00            |
| Inertial Profiler                                 | DAY   | \$1 <i>,</i> 800.00 |
| Holiday Tester                                    | DAY   | \$150.00            |
| VOC Meter   | DAY   | \$100.00            |
| Dutch Cone Penetrometer with Operator             | HR    | \$675.00            |
| Hollow Stem Auger Drill Rig w/ Operator           | HR    | \$725.00            |
| Portable Drilling Equipment w/ Operator           | HR    | \$450.00            |
| Bucket Auger Drill Rig with Operator              | HR    | \$775.00            |
| Air Rotary Drill Rig with Operator                | HR    | \$700.00            |
| Rotary Wash Drill Rig with Operator               | HR    | \$650.00            |
| Per Diem  | DAY   | \$100.00            |
|   |       |                     |



#### **GENERAL CHARGES**

#### **GENERAL CHARGES**

RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.

Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:

There will be a minimum two (2) hour charge for any RMA Group employee presence on site.

Any time less than four (4) hours of work will be billed as four (4) hours.

Four (4) to eight (8) hours will be billed as eight (8) hours.

When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.

Rates are valid through June 30, 2023. Rates for personnel will increase by 5% per year on July 1st of each subsequent year.

#### **OVERTIME CHARGES**

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

#### PER DIEM AND TRAVEL CHARGES

A \$150.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.

Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay

Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.60 per mile.

#### **NIGHT WORK**

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



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SBE • WBE • DBE • CERTIFIED

## HOLLYWOOD BURBANK AIRPORT RFQ E22-11 RUNWAY SHOULDERS AND BLAST PAD REHABILITATION PROJECT Scope of Services December 21, 2022

## Survey Control:

- 1. Wagner Engineering & Survey, Inc (WES) will establish primary survey controls within the vicinity of the project base on the previous survey done at Burbank Airport. The basis of survey is the North American Datum of 1983 (NAD 83), (Epoch 2010), State Plane Coordinates, California Coordinate System 1983, Zone 5, US survey foot, for horizontal, and North American Vertical Datum of 1988 (NAVD 88) for vertical. Secondary control monuments to be used for the topographic and utilities surveys will be set.
- 2. WES will establish project controls of semi-permanent monuments within the detailed topographic survey limits.

## **Topographic Mapping:**

- 1. WES will perform a detailed topographic survey of runway shoulders along the areas hatched and shown on the attached map. The shoulder pavement is 25' in width and the survey will include 15' of pavement/turf outside this limit. The survey will be on 25' grid and will include 4 shots at the following locations:
  - 15' into Runway or Taxiway from edge of shoulder
  - Edge of shoulder at Runway/Taxiway joint
  - Edge of shoulder at turf/ Runway/Taxiway joint on other side, and
  - 15' outside from the joint.

No survey is needed at the center of the shoulder.

- 2. WES will perform survey of Taxiway A3 Area on a 25' grid, and will include the center of the taxiway and the areas outside up to 15' beyond the limit as shown on the attached map.
- 3. WES will survey the blast pad and Hangar 2 site as shown on the attached map. The survey will be on 25' x 25' grid up to 15' outside the limit on all sides.
- 4. WES will survey all utility structures near the limits of the project. The survey will include rim elevations, size, location, type and four corners or lid diameter of structures.
- 5. WES will survey all pavement markings noting the color and width of each marking, and painted signage noting the colors, text, or numbering.
- 6. WES will survey all lightings and reflector structures and noting the color, confirm if inpavement and height if raised.
- 7. WES will locate and survey all the drainage inlets near the project.



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## Deliverable:

• WES will provide AutoCAD Civil 3D Version 2019 file containing field-tied points and DTM of existing surface conditions of the detailed topographic survey.

## Notes:

- All survey operations will occur during night time working hours with escort of airport operations.
- If needed, WES will comply with all federal, state, local, and airport requirements for work performed within aircraft operation areas and controlled areas.
- Any additional costs for airport closures/escorts, is not included on this proposal.
- Setting of monuments and filing of Record of Survey/Corner Records and boundary establishment are not included on this proposal.

#### Wagner Engineering & Survey, Inc. 17134 Devonshire Street, Suite 200 Northridge, CA 91325 818-892-6565 mail@wesinc.org

#### COST PROPOSAL FOR SURVEYING SERVICES HOLLYWOOD-BURBANK AIRPORT RFQ E22-11 RUNWAY SHOPULDERS AND BLAST PAD REHABILITATION DESIGN

|   | Estimated Labor Hours |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       |                                |
|---|-----------------------|---------------|------------|----------|--------------|----------------|----------------|---------------|---------------|------------------|-------------|--------------|-----------------|--------------|--------------|-----------|-------------|--------|--------|--------|--------|-------|--------------------------------|
|   | Stephanie             | Paul          | Armando    | Mark     |              | Hugo           |                | Morteza       | Carlos        |                  | Kieran      |              |                 |              |              |           |             |        |        |        |        |       |                                |
| Description   | Wagner                | Wagner        | Abad       | Vinluan  | Kevin Warden | Guardado       | Oscar Garcia   | Taheriborj    | Gutierrez     | Kieran Doherty   | Doherty     | TBD          | TBD             | TBD          | TBD          | TBD       | TBD         |        |        |        |        | Hours | Total Labor Amount             |
|   |                       |               |            |          |              |                |                |               | Survey        |                  |             |              |                 |              |              |           |             |        |        |        |        |       |                                |
|   | Principal             |               |            |          | Asst Survey  |                |                |               | Technician    |                  | Sr. Party   | Certified    |                 |              |              |           |             |        |        |        |        |       |                                |
|   | Engineer/Sui          | r Sr. Project | Survey     | Project  | Manager/     | Survey         | Survey         | Survey        | II/Apprentice | Sr. Party Chief, | Chief, PLS* | Party Chief* | Certified Party | Party Chief* | Party Chief* | Chainman* | Chainman*   |        |        |        |        |       |                                |
|   | veyor                 | wanager       | wanager    | Surveyor | Party Chief  | Technician III | Technician III | Technician II | E             | PLS              | (01)        | (REG)        | Chief (OT)      | (REG.)       | (01)         | (REG)     | (01)        |        |        |        |        |       |                                |
| Field Work  | 0                     |               | 0          |          | •            |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        | 0     | AF 100.01                      |
| Project Management  | 6                     | -             | 8          |          | 8            |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        | -      | 2     | 2 \$5,183.04                   |
| Setting of Survey Controls  |                       |               |            |          |              |                |                |               |               |                  | 8           |              | 72              |              |              |           | 8           |        |        |        |        | 14    | 5 \$3,066.76<br>4 \$27,234,12  |
| TWV A3 Area, Blast Pad and Hangar 2 Site Survey   |                       |               |            |          |              |                |                |               |               |                  |             |              | 12              |              | 16           |           | 12          |        |        |        |        | 14    | ¢5 053 75                      |
| Process Survey Data and Topo Mans   |                       |               |            |          |              | 88             |                | 88            |               |                  |             |              |                 |              | 10           |           | 10          |        |        |        |        | 17    | \$22,617.01                    |
| The second |                       |               |            |          |              | 00             |                | 00            |               |                  |             |              |                 |              |              |           |             |        |        |        |        | 1/    | 5 ψ22,017.91<br>5 \$0.00       |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | 5 <del>00.00</del><br>5 \$0.00 |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | 0 \$0.00                       |
| HRS   | 6                     | 0             | 8          | 0        | 8            | 88             | 0              | 88            | 0             | 0                | 8           | 0            | 72              | 0            | 16           | 0         | 96          | 0      | 0      | 0      | 0      | 39    | \$64,055.59                    |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       |                                |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | 0.00                           |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | 0.00                           |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | \$0.00                         |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | \$0.00                         |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | \$0.00                         |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | \$0.00                         |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | \$0.00                         |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | \$0.00                         |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | \$0.00                         |
|   |                       |               |            |          |              |                |                |               |               |                  |             |              |                 |              |              |           |             |        |        |        |        |       | \$0.00                         |
| HRS   | 0                     | 0             | 0          | 0        | 0            | 0              | 0              | 0             | 0             | 0                | 0           | 0            | 0               | 0            | 0            | 0         | 0           | 0      | 0      | 0      | 0      |       | 0.00                           |
|   | -                     |               |            | <u>,</u> |              |                | 2              |               | <u>^</u>      |                  | <u>^</u>    | <u>^</u>     | 70              |              | 10           |           |             |        | -      |        |        |       |                                |
| I otal Hours:   | 6                     | 0             | 8          | 0        | 8            | 88             | 0              | 88            | 0             | 0                | 8           | 0            | 72              | 0            | 16           | 0         | 96          | 0      | 0      | 0      | 0      | 39    |                                |
| FEE Raw Rate  | 104.41                | 94.08         | 75.71      | 61.21    | 62.21        | 47.78          | 45.00          | 38.00         | 40.70         | 64.96            | 68.46       | 63.26        | 66.76           | 61.21        | 64.71        | 55.98     | 59.48       | 0.00   | 0.00   | 0.00   | 0.00   |       |                                |
| 10% Billing Rate:   | \$312.84              | \$281.89      | \$226.85   | \$183.40 | \$186.40     | \$143.16       | \$134.83       | \$113.86      | \$121.95      | \$194.64         | \$205.13    | \$189.55     | \$200.03        | \$183.40     | \$193.89     | \$167.73  | \$178.22    | \$0.00 | \$0.00 | \$0.00 | \$0.00 |       |                                |
| MULTIPLIER 2.99629 Labor Subtotal:  | \$1,877.06            | \$0.00        | \$1,814.79 | \$0.00   | \$1,491.19   | \$12,598.32    | \$0.00         | \$10,019.59   | \$0.00        | \$0.00           | \$1,641.01  | \$0.00       | \$14,402.33     | \$0.00       | \$3,102.24   | \$0.00    | \$17,109.06 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |       |                                |

cation Subject to Prevailing Wage Requirements

Date: 12/21/2022 Prepared for: RDM International Contact: David Stromberg Phone: 267-240-5673 E-mail: dstromberg@rdmintlinc.com

## LABOR: \$64,055.59

| OTHER DIRECT COSTS         | Quantity | Unit   | Price   | Amount      |
|----------------------------|----------|--------|---------|-------------|
| Printing & Repro 11x17     |          | Copies | \$0.00  | \$0.00      |
| Mileage (12 X 26 miles RT) | 312      | miles  | \$0.625 | \$195.00    |
| Shipping & Delivery        |          | Each   | \$0.00  | \$0.00      |
| Miscellaneous              |          | Each   | \$0.00  | \$0.00      |
|                            |          |        | \$0.00  | \$0.00      |
|                            |          |        | \$0.00  | \$0.00      |
|                            |          |        | \$0.00  | \$0.00      |
|                            |          |        | \$0.00  | \$0.00      |
|                            |          |        | \$0.00  | \$0.00      |
| OTHER DIRECT COSTS:        |          |        |         | \$195.00    |
|                            |          |        |         |             |
| TOTAL BUDGET:              |          |        |         | \$64,250.59 |




Attachment B Runway Shoulders and Blast Pad Rehabilitation Project Areas

## TRANSPORTATION NETWORK COMPANY STAGING LOT AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / [TNC name])

THIS TRANSPORTATION NETWORK COMPANY STAGING LOT AGREEMENT ("Staging Lot Agreement") is dated [date] for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and [TNC name] ("Operator"), a [state] [type of entity].

## RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and has the right to control the conduct of commercial activities at the Airport, including access to any staging areas at the Airport.

B. Operator is a transportation network company ("TNC") as defined by Public Utilities Code Section 5431(c). Operator contracts with participating drivers ("Drivers"), as defined by Public Utilities Code Section 5431(a), to use their personal vehicles to transport passengers to and from the Airport with rides arranged through Operator's online-enabled application or platform.

C. The parties have executed a [date] Airport Access and Facilities Use Agreement ("Use Agreement") to provide authorization for Drivers to access the Airport for commercial purposes, including the right to use the Airport roads and facilities for the transportation of passengers and their baggage and/or the right to use designated areas for the loading and unloading of passengers and their baggage.

D. To conduct its business more efficiently and to reduce the number of Drivers temporarily parking in nearby residential neighborhoods while waiting for an Airport passenger pick-up assignment, Operator desires to obtain authorized access for Drivers to use designated Airport property for staging purposes.

E. The Authority desires to grant a revocable license to Operator to provide Drivers with authorized access to designated Airport property for staging purposes.

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 Staging Lot Agreement:

A. "Airport Rules and Regulations": the Authority's May 4, 2020 Airport Rules & Regulations or any duly adopted successor.

B. "Commencement Date": [date].

C. "Deputy Executive Director": Scott Kimball or a duly authorized designee.

D. "Executive Director": Frank R. Miller or a duly authorized designee.

E. "Federal Requirements": the federal requirements set forth in the attached Exhibit "B."

F. "Geo-Fence": the virtual perimeter around the TNC Staging Lot.

G. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

H. "Lot Manager": Tom Janowitz or a duly authorized designee.

I. "NOV": notice of violation.

J. "Police Department": the Burbank-Glendale-Pasadena Airport Police Department.

K. "TNC Mobile App": Operator's online-enabled application or platform to connect passengers with Drivers.

L. "TNC Staging Lot": the Airport property depicted in the attached Exhibit "A."

M. "TNC Vehicle": the Operator-approved vehicle used by a Driver.

#### 2. Term.

A. This Staging Lot Agreement shall commence on the Commencement Date and shall continue as a month-to-month revocable license terminable without cause upon 30 days' notice by either party at any time.

B. The Authority may immediately terminate this Staging Lot Agreement for cause upon the occurrence of any of the following:

i. Any representation or warranty made by Operator under or in connection with this Staging Lot Agreement that proves at any time to have been incorrect, false or misleading.

ii. Any violation of this Staging Lot Agreement that is not cured by Operator within 10 days following notice by the Authority.

iii. Drivers' receipt of three NOVs after Operator's completion of a suspension imposed pursuant to Section 7.F below.

C. This Staging Lot Agreement shall automatically expire upon expiration or termination of the Use Agreement.

## 3. License.

A. Notwithstanding Section 4.5 of the Use Agreement, the Authority grants a revocable license to Operator for Operator and Drivers to use the TNC Staging Lot.

B. Operator accepts the TNC Staging Lot "as-is" without representation or warranty of any kind. The Authority shall have no obligation to alter, renovate, provide any restroom facilities, or otherwise change the TNC Staging Lot.

## 4. Authority Rights.

A. The Authority may install or remove improvements (such as trash cans and ash trays), and may change the location and size of the TNC Staging Lot, at any time and from time to time in the Executive Director's sole and absolute discretion. In the event of a size or location change, the Authority shall notify Operator and a substitute Exhibit "A" shall be attached to this Staging Lot Agreement.

B. The Lot Manager may inspect TNC Vehicles using the TNC Staging Lot as necessary to enforce this TNC Staging Agreement.

C. The Lot Manager may deny access to the TNC Staging Lot by any TNC Vehicle not in compliance with the requirements of Section 6 below.

## 5. TNC Staging Lot Use Regulations.

A. Operator and Drivers shall comply with the Airport Rules and Regulations, the Federal Requirements, posted signage and any instructions provided by the Authority, and applicable laws.

B. Operator and Drivers shall not use or permit the use of the TNC Staging Lot in any manner that may: (i) create or permit any waste or a nuisance in the TNC Staging Lot; (ii) disturb the Authority, any other TNC, or any tenants, concessionaires, licensees, users or customers of the Airport or the general public; (iii) increase the premiums for or cause the cancellation or termination of any insurance policies covering the Airport; (iv) impede the safe and intended use of the TNC Staging Lot as an area for staging purposes; or (v) prevent other TNC Staging Lot users from entering, exiting, or parking in the TNC Staging Lot.

C. Operator shall not place or permit the placement of any advertisements, telephones or other facilities or equipment, or starters, skycaps, porters, booth personnel, agents or other personnel, in or on the curbs, sidewalks, or any other areas of the TNC Staging Lot without prior approval from the Lot Manager.

D. Drivers shall use the TNC Staging Lot only for staging purposes while waiting for an Airport passenger pick-up assignment from the TNC Mobile App.

E. Drivers shall not remain within the TNC Staging Lot for more than 25 consecutive minutes without prior approval from the Lot Manager. The TNC Mobile App shall require Drivers to exit the TNC Staging Lot after 25 consecutive minutes and re-enter the TNC Staging Lot in order to receive a passenger pick-up assignment, unless the Driver has prior approval from the Lot Manager to remain in the TNC Staging Lot for longer than the allotted time.

F. Drivers shall have the TNC Mobile App active at all times while in the TNC Staging Lot.

G. Drivers shall not leave a TNC Vehicle unattended within the TNC Staging Lot.

H. Drivers shall not pick-up a passenger at the TNC Staging Lot.

I. Drivers shall not sleep at, discard litter in, or perform vehicle maintenance or washing in the TNC Staging Lot.

J. Drivers shall not argue, fight with, or otherwise unprofessionally interact with other TNC Staging Lot users.

K. Drivers shall not place any furniture or personal items in the TNC Staging Lot.

L. Operator and Drivers shall not make any improvements or utility tie-ins in the TNC Staging Lot without prior approval from the Deputy Executive Director.

M. Drivers shall contact the Airport Communications Center at 818-840-8609 to report any safety hazards and emergencies that may require a police or fire department response.

N. Drivers shall enter the TNC Staging Lot through the designated entrance and shall exit the TNC Staging Lot through the designated exit.

O. Drivers shall park within pavement markings for designated parking spaces in the TNC Staging Lot.

P. Operator shall establish and maintain, at its own expense, a Geo-Fence with boundaries defined by Geographic Information System coordinates around the TNC Staging Lot as shown in Exhibit "A". The Authority may change the location and size of the TNC Staging Lot as provided in Section 4.A of this Agreement, and Operator shall adjust the Geo-Fence accordingly. At minimum, the Geo-Fence shall be capable of determining each instance when a Driver enters and exits the TNC Staging Lot.

## 6. TNC Vehicle Requirements.

A. TNC Vehicles shall conspicuously display Operator's trade dress on file with the Public Utilities Commission.

B. TNC Vehicles shall be in a neat, clean, undamaged and safe operating condition.

C. TNC Vehicles shall have passenger seating areas free of debris, trash and odors.

D. TNC Vehicles shall have seating areas and interior surfaces in good condition and free of rips and tears.

## 7. Administrative Fines.

A. If Operator or a Driver violates any term of this Staging Lot Agreement, then the Authority may impose administrative fines against Operator on a per violation basis in accordance with the schedule described below:

| Violations   | Fine  |
|--|---|
| Noncompliance with Section 6 of this Staging Lot<br>Agreement  | \$200 per incident  |
| Noncompliance with Section 5.L of this Staging Lot<br>Agreement  | \$500 per incident and cost of<br>removing improvement or utility<br>tie-in |
| Noncompliance with any other provision of this Staging<br>Lot Agreement, or any provision of the Airport Rules and<br>Regulations, the Federal Requirements, or applicable law | \$100 per incident  |

B. The Lot Manager and the Police Department may issue an NOV to a Driver if the Driver has violated this Staging Lot Agreement, the Airport Rules and Regulations, the Federal Requirements, or applicable laws. The NOV will be issued directly to the Driver, and a copy of the NOV shall thereafter be forwarded to Operator. The Authority will forward accumulated NOVs to Operator on a monthly basis.

C. Operator shall remit payment for the fine to the Authority within 30 days of receiving an invoice for and copy of the NOV(s). If Operator fails to remit payment within 30 days of receipt, then the fine amount shall be increased by 50%. If Operator fails to remit payment within 60 days of receipt, then the fine amount shall be increased by 100%. If Operator fails to remit payment within 90 days of receipt, then the Authority may suspend Operator's license to use the TNC Staging Lot until such time that all outstanding administrative fines are paid in full.

D. For purposes of the preceding paragraph, payment of any fine associated with an NOV shall not be considered late during such time when the notice of violation is in dispute. An NOV is in dispute during the pendency of the following process: (1) Operator shall identify in writing any NOV reasonably claimed to be in dispute within 10 days of receipt; (2) Operator shall clearly state the reasons why the NOV was issued in error, which shall be supported by

available evidence; and (3) the Deputy Executive Director will review the NOV and supporting evidence and render a decision on whether the NOV was or was not issued in error. The Deputy Executive Director's decision shall be final and not subject to appeal. Operator shall remit payment for the fine to the Authority within 30 days of the final decision. If Operator fails to remit payment within 30 days of receipt, then the fine amount shall be increased in accordance with paragraph (C) above.

E. The Authority's right to impose the foregoing fines shall be in addition to and not in lieu of any and all other remedies or rights available to the Authority. The Authority's Executive Director may amend the fine schedule at any time upon 30 days' notice to Operator.

F. If Drivers receive five NOVs within a 60 day period, then the Authority's Executive Director may suspend Operator's license to access the TNC Staging Lot for a period of six months from the date of the fifth such NOV.

## 8. Indemnification.

A. Operator 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 Operator or its Drivers in connection with this Staging Lot Agreement.

B. Operator shall be solely responsible for Liabilities that arise out of acts or omissions of a Driver who is connected with a passenger through Operator's TNC Mobile App or who is only associated with Operator. Operator, and other TNCs that have a revocable license to use the TNC Staging Lot, shall be jointly and severally responsible for Liabilities that arise out of acts or omissions of a Driver if both of the following criteria are satisfied: (i) the Driver has a contract with Operator and with such other TNCs; and (ii) the act or omission occurs while the Driver is not connected to a passenger through a TNC mobile app of Operator or such other TNCs.

C. Operator's obligations under this Section shall survive expiration or termination of this Staging Lot Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

D. Operator's obligations under this Section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Operator'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.

**9. Notices.** Any notices or other documents related to this Staging Lot 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 Staging Lot Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid.

| Authority                     | Oper           | ator |
|-------------------------------|----------------|------|
| Burbank-Glendale-Pasadena Air | port Authority |      |
| 2627 Hollywood Way            |                |      |
| Burbank, CA 91505             |                |      |
| Attn:                         | Attn           |      |
| E-mail:                       | E-ma           | ail: |

**10. Assignability.** Operator shall not assign, transfer or subcontract any interest in this Staging Lot Agreement or the performance of any of its obligations without the Executive Director's prior written consent. Any attempt by Operator to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

11. Litigation. In the event that either party shall commence legal action to enforce or interpret this Staging Lot 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 Staging Lot 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.

**12. Exhibits.** The attached Exhibits "A" and "B" are incorporated into this Staging Lot Agreement by reference. In the event of any material discrepancy between the express provisions of this Staging Lot Agreement and Exhibit "A," the provisions of this Staging Lot Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Staging Lot Agreement and the provisions of Exhibit "B," the provisions of Exhibit "B" shall prevail.

**13. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Staging Lot Agreement shall be deemed to be inserted and this Staging Lot 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 Staging Lot Agreement shall promptly be amended to make such insertion or correction.

**14. Integration.** This Staging Lot Agreement (including the attached Exhibits "A" and "B") is supplemental to the Use Agreement, which shall remain in effect until expiration or termination as provided therein. This Staging Lot Agreement constitutes the entire contract of the parties and supersedes all prior and contemporaneous negotiations, understandings and contracts of the parties with respect to the TNC Staging Lot. No change or modification of the

provisions of this Staging Lot Agreement shall be valid unless in writing and signed by both parties.

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

#### [Operator name]

[use this signature block if Operator is a corporation]

| By:                                  | By:  |
|--------------------------------------|--|
| Print Name:                          | Print Name:  |
| Chairperson President Vice President | □ Secretary □ Asst. Secretary<br>□ 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.]

[use this signature block if Operator is a limited liability company]

| By:            | By:            |
|----------------|----------------|
| Print Name:    | Print Name:    |
| Title: Manager | Title: Manager |

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

#### Burbank-Glendale-Pasadena Airport Authority

President

Approved as to form:

Richards, Watson & Gershon A Professional Corporation

## EXHIBIT A

# **Staging Lot**



## EXHIBIT B

## **Federal Requirements**

### 1. <u>General Civil Rights Provisions</u>

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

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

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

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

D. Information and Reports: Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Operator 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 Operator'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 cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Operator 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. Operator 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 Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Operator may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Operator 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, Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator") 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. <u>Federal Fair Labor Standards Act</u>

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. Operator has full responsibility to monitor compliance to the referenced statute or regulation. Operator must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### 4. <u>Occupational Safety and Health Act</u>

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. Operator must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Operator 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). Operator 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.