



June 22, 2023

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

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, June 26, 2023, at 9:00 a.m., 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

Special Meeting of June 26, 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.



Members in-person attendance or participation at meeting 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, June 26, 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) March 29, 2023 *[See page 1]*
 - 2) Operations and Development Committee
 - (i) May 15, 2023 *[See page 3]*
 - b. Commission Minutes
(For Approval)
 - 1) June 5, 2023 *[See page 5]*
 - c. Award of Construction Contract for Landside Rehabilitation Project and Approval of Associated Work and CEQA Exemption Determination - Project Number (E-23-01) *[See page 11]*
 - d. Award of Professional Services Agreement for Transportation Coordinator Support Services *[See page 15]*
 - e. Airport Rules and Regulations Update *[See page 19]*
 - f. Award of Contract – Vehicle Barricade Equipment and Training Services *[See page 21]*
 - g. Approval of Aid-In-Construction Deposit for Temporary Construction Power – Replacement Passenger Terminal Project *[See page 27]*

- h. Legal, Government and Environmental Affairs Committee
Regular Meeting Starting Time Change –
Proposed Resolution No. 505

[See page 32]

6. ITEMS FOR COMMISSION APPROVAL

- a. Award of Professional Services Agreement
RS&H California, Inc.

[See page 39]

7. ITEMS FOR COMMISSION DISCUSSION

- a. Replacement Passenger Terminal Project
Art in Public Places Program Update
- b. Replacement Passenger Terminal Project
Introduction of Sustainability Options

8. ITEMS PULLED FROM CONSENT CALENDAR

9. EXECUTIVE DIRECTOR COMMENTS

10. COMMISSIONER COMMENTS

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

11. PUBLIC COMMENT

12. ADJOURNMENT

COMMISSION NEWSLETTER

Monday, June 26, 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 meeting of March 29, 2023; and approved minutes of the Operations and Development Committee meeting of May 15, 2023, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the June 5, 2023, Commission meeting minutes is attached for the Commission's review and approval.
- c. AWARD OF CONSTRUCTION CONTRACT FOR LANDSIDE REHABILITATION PROJECT AND APPROVAL OF ASSOCIATED WORK AND CEQA EXEMPTION DETERMINATION - PROJECT NUMBER (E-23-01). A staff report is included in the agenda packet. At its meeting held on June 5, 2023, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission: (i) approve a CEQA exemption determination; (ii) award a construction contract in the amount of \$289,288 to All American Asphalt; (iii) authorize a project budget for Construction Management, Field Oversight, Quality Assurance Testing, and Contract Administration for a not-to-exceed amount of \$42,000, and (iv) authorize a project contingency of \$58,000.
- d. AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION COORDINATOR SUPPORT SERVICES. A staff report is included in the agenda packet. At its meeting held on June 5, 2023, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve to award a Professional Services Agreement to Steer, Davies & Gleave, Inc., for employee transportation coordinator support services for a two-year period. The services and fees covered in the proposed agreement will be for the development of an existing conditions report, development of annual average vehicle ridership surveys, and development and implementation of a rideshare program. The agreement will have a not to exceed amount of \$35,315 for the first year and \$30,815 for the second year.
- e. AIRPORT RULES AND REGULATIONS UPDATE. A staff report is included in the agenda packet. At its meeting held on June 5, 2023, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve updated Airport Rules & Regulations. The Airport Rules & Regulations are required by the Federal Aviation Administration and promote safe operations for all airside, terminal, and landside airport facilities. The Airport Rules & Regulations initially were approved in 1978 and have gone through numerous revisions, with the most recent version approved in 2020. Future revisions will be completed and submitted at least once every four years.

- f. **AWARD OF CONTRACT – VEHICLE BARRICADE EQUIPMENT AND TRAINING SERVICES.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval to award an Equipment and Training Services Agreement to MERIDIAN Rapid Defense Group Rentals LLC (“Meridian”) for equipment and training services related to emergency response conditions and vehicle barricade deployment. The proposed contract is for a three-year base term from July 1, 2023, through June 30, 2026, with two one-year extension options available to the Commission at its discretion. The total contract price for the base term will be \$180,000 plus a fee for actual deployments. The deployment fee is scaled based on the amount of notice provided to Meridian.
- g. **APPROVAL OF AID-IN-CONSTRUCTION DEPOSIT FOR TEMPORARY CONSTRUCTION POWER – REPLACEMENT PASSENGER TERMINAL PROJECT.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval for payment of an aid-in-construction deposit with the City of Burbank in the amount of \$494,000 for Burbank Water and Power (“BWP”) to purchase long-lead electrical items required to bring temporary power for construction of the Replacement Passenger Terminal Project, anticipated to begin in Spring 2024. This deposit will ultimately be reconciled with BWP’s actual purchase costs.
- h. **LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE REGULAR MEETING STARTING TIME CHANGE – PROPOSED RESOLUTION NO. 505.** A staff report is included in the agenda packet. Staff seeks Commission adoption of Resolution No. 505 to change the starting time of the Legal, Government and Environmental Affairs Committee regular meetings to 8:30 a.m.

6. ITEMS FOR COMMISSION APPROVAL

- a. **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – RS&H CALIFORNIA, INC.** A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a Professional Services Agreement with RS&H California, Inc., for supplemental environmental impact statement analysis for the Replacement Passenger Terminal Project in the amount of \$394,000.

7. ITEMS FOR COMMISSION DISCUSSION

- a. **REPLACEMENT PASSENGER TERMINAL PROJECT – ART IN PUBLIC PLACES PROGRAM UPDATE.** No staff report attached. Susan Gray, a subconsultant to Jacobs Project Management Company, will provide an update on the implementation of the Art in Public Places component of the Replacement Passenger Terminal program.
- b. **REPLACEMENT PASSENGER TERMINAL PROJECT – INTRODUCTION OF SUSTAINABILITY OPTIONS.** No staff report attached. Trifiletti Consulting will provide an informational overview of certifications and accreditations available in the building industry that may be pursued as part of the Replacement Passenger Terminal program.

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

WEDNESDAY, MARCH 29, 2023

A special meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:02 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present:	Commissioners Gabel-Luddy and Williams
Absent:	Commissioner Najarian
Also Present:	Staff: Frank Miller, Executive Director John Hatanaka, Senior Deputy Executive Director Authority Counsel: Terence Boga, Esq., Richards, Watson & Gershon Roger Johnson, Senior Program Manager, Jacobs Project Management Co.; Brent Kelley, Principal Aviation Sector Leader, Corgan; Kevin Fauvell, HPTJV

2. Approval of Agenda

Motion	Commissioner Williams moved approval of the agenda; seconded by Commissioner Gabel-Luddy.
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Motion Approved	The motion was approved (2–0, 1 absent).
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3. Public Comment

There were no public comments.

4. Approval of Minutes

a. March 1, 2023	Commissioner Williams moved approval of the Committee minutes of the March 1, 2023 meeting, seconded by Commissioner Gabel-Luddy. There being no objection, the motion was approved (2–0, 1 absent).
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5. Items for Discussion

a. Replacement Passenger Terminal Design Concept Presentation	The Replacement Passenger Terminal Program Manager, Jacobs Project Management Co., and the Design-Build Architect, Corgan, presented to the Committee the detailed drawings of the three design concepts for the Replacement Passenger Terminal Project.
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6. Items for Information

a. Committee Pending Items

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

7. Closed Session

This item was deferred to the Committee's next meeting.

**a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))**

Title: Executive Director

8. Adjournment

There being no further business, the meeting was adjourned at 10:04 a.m.

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

MONDAY, MAY 15, 2023

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

1. ROLL CALL

Present: Commissioners Devine and Hampton

Absent: Commissioner Gabel-Luddy

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Tom Janowitz, Sr. Manager, Ground Access

2. Approval of Agenda

Agenda was approved as presented.

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. May 1, 2023

A draft copy of May 1, 2023, Committee minutes was included in the agenda packet for review and approval.

Motion

Commissioner Hampton moved approval of the minutes; seconded by Commissioner Devine.

Motion Approved

The minutes were approved as presented (2–0, 1 absent).

5. Items for Information

**a. Amendment No. 2 to Self-Park
Management Services and Valet
Parking Services Agreement and
Amendment No. 2 to Courtesy
Shuttle Services Agreement**

Due to a delay incurred with the issuance of a Request for Proposals ("RFP") for these services, Staff sought a limited three (3) month extension of the respective service agreements with two current service providers. The RFP is requesting bids for combined parking management and courtesy shuttle operations. This extension will allow time to conclude the RFP process and present a recommended contract for award to the Commission.

Staff sought an Operations and Development Committee (“Committee”) recommendation to the Commission to approve:

- 1) A proposed Amendment No. 2 to the Self-Park Management Services and Valet Parking Services Agreement with SP Plus Corporation to extend the agreement to September 30th, 2023. If approved, the proposed amendment would become effective immediately, continuing with the current fee structure.
- 2) A proposed Amendment No. 2 to the Courtesy Shuttle Services Agreement with MV Transportation, Inc. to extend the agreement to September 30, 2023, and increase the monthly fee from \$239,493.56 to \$246,678.36 (fuel costs will continue to be paid by the Authority). If approved, the proposed amendment would become effective July 1, 2023.

This item was put on the Commission’s consent calendar for its meeting immediately following the Committee’s meeting.

6. Items for Discussion

a. Committee Pending Items

Staff updated the Committee on future pending items.

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:40 a.m.

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

MONDAY, JUNE 5, 2023

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:18 a.m., by President Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Williams, Hampton, Quintero (via Zoom conference), Ovrom, Devine, Wilson (via Zoom conference) and Talamantes

Absent: Commissioner Najarian

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Nerissa Sugars, Director, Communications and Air Service

Also Present:
Louis Choi, Public Resources Advisory Group

2. PLEDGE OF ALLEGIANCE

Commissioner Hampton led the pledge of Allegiance.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

MOTION

Commissioner Ovrom moved approval of agenda; seconded by Commissioner Williams.

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via Zoom conference. The motion was approved (8-0, 1 absent).

AYES: Gabel-Luddy, Williams, Hampton, Quintero (via Zoom conference), Ovrom, Devine, Wilson (via Zoom conference) and Talamantes

NOES: NONE

ABSENT: Commissioner Najarian

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.)*

None

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 Reports
(For Note and File)**

1) Operations and Development Committee

(i) May 1, 2023

Approved minutes of the May 1, 2023, Operations and Development Committee meeting were included in the agenda packet for information purposes.

2) Finance and Administration Committee

(i) May 1, 2023

(ii) May 8, 2023

Approved minutes of the May 1, 2023, and special meeting of May 8, 2023, Finance and Administration Committee meetings were included in the agenda packet for information purposes.

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

1) May 15, 2023

A copy of the draft minutes of the May 15, 2023, Commission meeting were included in the agenda packet for review and approval.

**c. Award of Contract – Motorola
Solutions, Inc. –
Communications Center
Dispatch Console Replacement**

At its meeting held immediately prior to the Commission meeting, the Operations and Development Committee voted unanimously to recommend that the Commission approve to award a Communications System and Service Agreement with Motorola Solutions, Inc. ("Motorola"), for the purchase, installation, and four-year maintenance support of replacement radio dispatch consoles. Motorola is the sole source provider for this type of public safety communication equipment. This acquisition replaces three MCC 5500 radio dispatch consoles in the Airport Operations Department Communication Center, which

have reached end of both useful life and service support, with four Motorola MCC 7500E consoles and accessories. The equipment purchase and installation cost is \$576,367 and the four-year maintenance support package is \$154,124, for a total project cost of \$730,491.

MOTION

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

MOTION APPROVED

There being no objection, a voice vote was taken to accommodate those participating via Zoom conference. The motion was approved (8-0, 1 absent).

AYES: Gabel-Luddy, Williams, Hampton, Quintero (via Zoom conference), Ovrom, Devine, Wilson (via Zoom conference) and Talamantes

NOES: NONE

ABSENT: Commissioner Najarian

ABSTAINED: Commissioner Gabel-Luddy abstained on Item Nos. 5.a. and 5.b.

6. ITEMS FOR COMMISSION APPROVAL

a. Approval of Documents for a Commercial Paper Program

Staff and the financing team have been developing the Authority's commercial paper ("CP") program to provide interim financing for the Replacement Passenger Terminal ("RPT") project. On May 15, 2023, the Commission accepted the recommendation of the Finance and Administration Committee ("Committee") and approved the selection of Barclays Bank and Sumitomo Mitsui Bank Corporation as providers ("LOC Banks") of two letters of credit ("LOCs"), Barclay Capital Inc. as the CP dealer, and Zions Corporate Trust as the issuing and paying agent for the CP program. Staff and the financing team have been working with these financial institutions to complete documents with which to implement the CP program.

At its meeting on May 15, 2023, the Committee voted unanimously (3-0) to recommend that the Commission adopt

Resolution No. 503 to approve the form of certain CP program documents, authorize designated Authority representatives to execute the documents, and authorize other necessary actions for CP program implementation.

MOTION

Commissioner Ovrom moved approval; seconded by Commissioner Wilson.

MOTION APPROVED

There being no objection, the motion was approved (8-0, 1 absent).

AYES: Gabel-Luddy, Williams, Hampton, Quintero (via Zoom conference), Ovrom, Devine, Wilson (via Zoom conference) and Talamantes

NOES: NONE

ABSENT: Commissioner Najarian

b. Proposed Fiscal Year 2023/2024 ("FY 2024") Annual Budget and Resolution No. 504 of the Burbank-Glendale-Pasadena Airport Authority Adopting the FY 2024 Annual Budget

Staff presented the proposed FY 2023/2024 ("FY 2024") annual budget to the Commission. Staff also presented proposed Authority Resolution No. 504 adopting the FY 2024 budget. At the May 24, special meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3-0) to recommend to the Commission that it adopt Resolution No. 504 and approve the proposed FY 2024 annual budget.

MOTION

Commissioner Ovrom moved approval; seconded by Commissioner Hampton.

MOTION APPROVED

There being no objection, the motion was approved (8-0, 1 absent).

AYES: Gabel-Luddy, Williams, Hampton, Quintero (via Zoom conference), Ovrom, Devine, Wilson (via Zoom conference) and Talamantes

NOES: NONE

ABSENT: Commissioner Najarian

c. Appointment of Committee Assignment

President Gabel-Luddy welcomed Commissioner Jess Talamantes to the Commission and appointed him to the Legal,

Government and Environmental Affairs
Committee. Commissioner Talamantes
accepted the appointment.

President Gabel-Luddy requested that Item No. 9 be taken out of order before Item No. 7.
The Commission agreed with this request.

9. CLOSED SESSION

The meeting convened to Closed Session at
11:01 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 (Sacramento City Sup. Court Case
No. 34-2022-80003821)**

**Meeting Reconvened to Open
Session**

The meeting was reconvened to open
session at 11:09 a.m. with eight (8)
Commissioners present.

Closed Session Report

There was nothing to report from Closed
Session.

7. ITEMS FOR COMMISSION DISCUSSION

a. Recognition of Juneteenth

Staff requested direction from the
Commission on whether to reschedule the
Commission meeting of June 19, 2023, in
recognition of Juneteenth.

After discussing the issue, and without
objection, President Gabel-Luddy moved to
recognize the June 19th federal holiday of
Juneteenth and reschedule the Commission
and standing Committee meetings to
Monday, June 26, 2023.

8. ITEMS FOR COMMISSION INFORMATION

a. Airport Academy Report

Staff presented an overview of this year's
Airport Academy program which was
completed in May 2023 by 22 high school
students from the Burbank, Glendale, and
Pasadena Unified School Districts.

**b. April 2023 Passenger and Air
Cargo Statistics**

**c. April 2023 Ground
Transportation Statistics**

d. April 2023 Parking Statistics

Due to a lost connection with the
Commissioners participating via Zoom, there
was a lack of a quorum, and the Commission
was advised to contact Staff if they had
questions regarding these items.

NOTE: Due to a lost connection with the Commissioners participating via Zoom, there was a lack of a quorum, to continue the meeting and Item Nos. 10-13 were not presented.

14. ADJOURNMENT

The meeting was adjourned at 11:40 a.m.

Emily Gabel-Luddy, President

Ara Najarian, Secretary

Date

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 26, 2023**

**AWARD OF CONSTRUCTION CONTRACT FOR LANDSIDE REHABILITATION
PROJECT AND APPROVAL OF ASSOCIATED WORK
AND CEQA EXEMPTION DETERMINATION
PROJECT NUMBER (E-23-01)**

Prepared by
Stephanie Gunawan-Piraner,
Director, Engineering and Maintenance

SUMMARY

At its meeting on June 5, 2023, the Operations and Development Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission:

- i) Approve a CEQA exemption determination;
- ii) Award a construction contract in the amount of \$289,288 to All American Asphalt;
- iii) Authorize a project budget for Construction Management, Field Oversight, and Quality Assurance Testing, and Contract Administration for a not-to-exceed amount of \$42,000; and
- iv) Authorize a project contingency of \$58,000.

BACKGROUND

The Landside Rehabilitation project generally consists of two main components: (i) rehabilitation of deteriorating pavement along the terminal roadway as well as roadway adjacent to Regional Intermodal Transportation Center (“RITC”); and (ii) installation of speedhumps as a traffic calming measure to enhance pedestrian safety at the Airport.

Based on recent pavement survey, Staff has determined that it is no longer feasible to maintain and spot-repair some areas along Avenue A, Avenue B, and the RITC roadway across N. Avon Street to ensure they remain in acceptable condition. Rehabilitation of the identified areas will generally consist of mill and overlay of the pavement as well as restriping and is intended to improve safety conditions by replacing pavement materials that are past the end of its useful life. The second component of the project is the traffic calming measure, which includes the installation of speedhumps and the associated signage and marking to create slow zones at the Airport. The intent is to reduce the potential of vehicle speeding through the straightaway portion of the terminal roadway.

Once awarded, the project is anticipated to begin in the Summer and be completed in Fall 2023. Two bids were received in response to the posted Request for Bids (“RFB”).

- | | |
|-------------------------|-----------|
| • All American Asphalt | \$289,288 |
| • The Design Build, Inc | \$377,786 |

Bids were reviewed and determined to be responsive. The low bidder, All American Asphalt, is being recommended for award of a construction contract. The estimated total project budget is described below.

PROJECTED AND INCURRED COSTS

Construction, All American Asphalt	\$ 289,288
Design and Design Management	\$ 10,000
Construction Management, Construction Administration and Quality Assurance Testing	\$ 42,000
Contingency for unforeseen items	<u>\$ 58,000</u>
Total	\$ 399,288

FUNDING

This project is being carried over in FY 2024 with appropriations for construction included in the adopted FY 2024 budget in the amount of \$400,000.

SCHEDULE

Staff anticipates work to commence shortly after the award and execution of the Construction Agreement with an anticipated completion of the project in Fall 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 minor alteration of existing facilities involving no expansion of existing use.

OPERATIONAL IMPACTS

All work which impacts traffic on Avenues A and B will be completed at night to minimize impacts to the airport vehicular traffic.

RECOMMENDATION

At its meeting on June 5, 2023, the Committee voted unanimously (3-0) to recommend that the Commission: (1) approve the CEQA exemption determination; (2) award a Construction Agreement in the amount of \$289,288 to All American Asphalt and authorize the President to execute the same; (3) approve a budget of \$42,000 for construction management and Quality Assurance Testing; and (4) approve project contingency for unforeseen items of \$58,000.

CONSTRUCTION AGREEMENT

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

THIS CONSTRUCTION AGREEMENT ("Agreement") is dated _____, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and All American Asphalt, a California Corporation ("Contractor"). Contractor's CSLB license number is 267073. Contractor's DIR registration number is 1000001051.

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

1. Contract Documents. The Contract Documents consist of this Agreement, the Notice Inviting Bids, the Instructions to Bidders, the Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Federal Provisions (Non-AIP Projects), Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements to the extent attached to this Agreement. Such attachments are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as **Landside Rehabilitation** ("Project"), as described in this Agreement and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, Authority shall pay Contractor a not to exceed amount of Two Hundred Eighty-Nine Thousand Two Hundred Eighty-Eight Dollars and Zero Cents. Dollars (\$289,288.00) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time Authority tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. Authority and Contractor acknowledge that the Project is a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to

undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

8. Execution Warranty. Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Agreement, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Authority and Contractor related to the Project. This Agreement supersedes all prior oral or written negotiations, representations or agreements related to the Project. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

10. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

TO EFFECTUATE THIS AGREEMENT, the parties have executed this Agreement by causing their duly authorized representatives to sign below

Burbank-Glendale-Pasadena Airport Authority

By: _____
President

CONTRACTOR

By: _____
☐ Chairman ☒ President ☐ Vice President
Mark Luer, President

By: _____
☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer
Michael Farkas, Secretary

[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.]

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 26, 2023**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR
TRANSPORTATION COORDINATOR SUPPORT SERVICES**

Prepared by Maggie Martinez
Director, Noise & Environmental Affairs

SUMMARY

At its meeting on June 5, 2023, the Legal, Government and Environmental Affairs Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission award a Professional Services Agreement (“PSA”) to Steer, Davies & Gleave, Inc. (“Steer”), copy attached, for employee transportation coordinator (“ETC”) support services for a two-year period. The services and fees covered in the proposed agreement will be for the development of an existing conditions report, development of annual average vehicle ridership (“AVR”) surveys, and development and implementation of a rideshare plan. The agreement will have a not to exceed amount of \$35,315 for the first year and \$30,815 for the second year.

BACKGROUND

In December 2019, the Commission approved a voluntary Memorandum of Understanding with the South Coast Air Quality Management District (“SCAQMD”) and an Air Quality Improvement Plan (“AQIP”) to minimize air emissions related to non-aircraft mobile source activities at the Airport. The AQIP includes a number of measures aimed at reducing harmful greenhouse gas emissions including an employee trip reduction measure.

On February 18, 2020, the Commission approved a PSA with Steer to participate in the Burbank Transportation Management Organization (“BTMO”) program and implement a trip reduction program. Due to the Covid-19 pandemic that began in early 2020, the Commission decided to limit Steer’s work under that agreement. The Authority became a member of the BTMO program but, on April 22, 2020, the Commission suspended the implementation of the employee trip reduction program due to the uncertainty of the pandemic. With passenger traffic returning to pre-Covid levels, and with more employees transitioning back to the office, Staff seeks to reengage Steer to assist with the employee trip reduction program.

Participation in the BTMO program and trip reduction program are a condition of approval specified in the 2017 Development Agreement with the City of Burbank.

STEER SUPPORT SERVICES

The Authority will obtain the following ETC support services to promote sustainable commuting and reduce drive-alone commute trips to and from the Airport.

First Year

Existing Conditions Report

To form a baseline of current travel behavior and identify key areas of improvement, Steer will undertake an existing conditions exercise, including:

- One meeting with select Airport staff and tenants to understand barriers and challenges to commuting to work via alternative modes.
- Examination of current and future projects planned at or near the Airport which will affect on-site congestion or parking.
- Research current mobility options available to employees commuting to the Airport.
- Taking inventory of any existing rideshare and Transportation Demand Management ("TDM") programs at the Airport.

Deliverable:

- An existing conditions report which summarizes the challenges faced by employees commuting to the Airport, current mobility options and TDM programs, and any gaps in service.

AVR Survey (*annual recurring*)

To fulfill City and SCAQMD air quality requirements and to understand current employee travel behavior, Steer will lead the administration of the annual AVR survey for the Airport, including:

- Administering and monitoring the survey to ensure a high response rate.
- Completing the compliance forms for submittal to the City of Burbank and SCAQMD.
- Recommending attitudinal behavior questions to be added to the survey.
- Analyzing the data to inform TDM programming.

Deliverables:

- Completed AVR compliance forms for City of Burbank and SCAQMD approval.
- Report summarizing employee travel behavior based on survey results.

Development of Rideshare Plan (*one-time*)

Steer will develop a detailed rideshare plan to provide options and flexibility to employees on their commutes to work. The final plan will include:

- Recommended TDM Strategies.
- Proposed partnerships with local and regional organizations.
- Implementation plan and timeline.
- A proposed two-year budget.

Deliverables:

- Draft rideshare plan with one revision by the Authority.
- Final rideshare plan with comments incorporated.

Implementation of Rideshare Plan

It is anticipated that implementation of the Rideshare Plan will begin in October 2024. Steer will then operate as the Airport's ETC and implement the rideshare plan as outlined above, including:

- TDM strategy design and implementation.
- Additional events.
- Commuter challenges, etc.

Deliverables:

- Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges.

Second Year

Implementation of Rideshare Plan

Steer will continue to operate as the Airport's ETC and implement the rideshare plan as outlined above, including:

- TDM strategy design and implementation.
- Additional events.
- Commuter challenges, etc.

Deliverables:

- Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges.

AVR Survey

To fulfill City and SCAQMD air quality requirements and to understand current employee travel behavior, Steer will lead the administration of the annual AVR survey for the Airport, including:

- Administering and monitoring the survey to ensure a high response rate.
- Completing the compliance forms for submittal to the City of Burbank and SCAQMD.
- Recommending attitudinal behavior questions to be added to the survey.
- Analyzing the data to inform TDM programming.

Deliverables:

- Completed AVR compliance forms for the City and SCAQMD approval.
- Report summarizing employee travel behavior based on survey results.

CONTRACT DETAILS

The proposed PSA with Steer will have a two-year term. Steer will be compensated on a time and materials basis, and the contract will have a not to exceed amount of \$66,130. If approved, the proposed agreement will commence July 1, 2023. First-year funding appropriations have been included in the adopted FY 2024 budget. Appropriations for the second year of the PSA will be included in the subsequent fiscal year budget request.

RECOMMENDATION

At its meeting on June 5, 2023, the Committee voted (2–0, 1 absent) to recommend that the Commission approve of a proposed PSA with Steer for employee transportation coordinator support services for a not-to-exceed amount of \$35,315, for the first year, a not-to exceed amount of \$30,815, in the second year, and authorization for the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 26, 2023**

AIRPORT RULES AND REGULATIONS UPDATE

Prepared by Thomas Henderson
Director Operations

SUMMARY

Staff seeks Commission approval of updated Airport Rules & Regulations, copy attached. The Airport Rules & Regulations are required by the Federal Aviation Administration ("FAA") and promote safe operations for all airside, terminal, and landside airport facilities. The Airport Rules & Regulations initially were approved in 1978 and have gone through numerous revisions, with the most recent version approved in 2020.

At its meeting held on June 5, 2023, the Legal, Government and Environmental Affairs Committee ("Committee") voted 2-0 (1 absent) to recommend that the Commission approve the updated Airport Rules & Regulations.

BACKGROUND

All commercial airports receiving federal funding are required to meet standards to maintain a safe and functional facility. These requirements are published in the Federal Aviation Regulations, FAA Grant Assurances, and within the FAA Airport Compliance Manual. With reference to Grant Assurance 19, *Operations and Maintenance*, this grant assurance requires the Airport Sponsor to protect the public using the airport by adopting and enforcing rules, regulations, and ordinances as necessary to ensure safe and efficient flight operations. This requirement is also stated in Chapter 7 of the FAA Airport Compliance Manual, which emphasizes that the Airport Sponsor should implement and enforce adequate rules covering at a minimum vehicular traffic, sanitation, security, crowd control, access to certain areas, and fire protection. Additionally, the Airport Sponsor is expected to implement rules pertaining to the fueling of aircraft, proper storage of hazardous materials, and the maintenance of aircraft and related equipment.

Since its inception, the Authority has continuously met the FAA's requirement to adopt and enforce rules and regulations. This was originally approved through Resolution No. 23 in 1978 to establish rules and regulations governing conduct on, operations at, and use of facilities at the Airport. Since then, the Commission has amended the Airport Rules & Regulations through resolutions in 1982, 2988, 2002, 2009, and 2010. A comprehensive restated version of the Airport Rules & Regulations was developed by Staff with the assistance of Garver LLC and was approved by the Commission in May 2020.

The Airport Rules & Regulations is a living document that is reviewed on an annual basis. After three years since approval of the restated document, Staff has conducted a comprehensive review of the Airport Rules & Regulations and has determined that revisions are warranted.

Although this update includes numerous edits and additions, some noteworthy examples include:

- Chapter 1 General:
 - Numerous definitions have been added to reflect amendments throughout the document.
- Chapter 3 Aircraft Operations:
 - Additional content for taxiing, towing, and repositioning of aircraft
 - New section that specifically addresses terminal towing operations
- Chapter 6 AOA Vehicle Operations:
 - Several additions include procedures for safe vehicles and GSE operations at multiple locations and within the vicinity of aircraft.
- Chapter 8 Noise & Environmental:
 - A reference to the Airport's Clean Construction Policy has been added.
- Chapter 9 Fire Safety & HAZMAT
 - The list of Airport Fire Codes Adopted by Reference has been revised.
 - Additional sections referring to Self-Fueling, Right of Inspection, Re-Inspection, and Equipment Requirements have been added.
- Chapter 10 Additional content has been added referring to the recently established Moratorium for Restrictions on Construction or Maintenance.

Future revisions of the Airport Rules & Regulations will be completed and submitted to the Commission at least once every four years. This will ensure that the Airport Rules & Regulations continue to meet FAA requirements, are current, and provide Staff with the ability to maintain a safe and functional airport facility.

RECOMMENDATION

At its meeting of June 5, 2023, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed update of the Airport Rules and Regulations

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 26, 2023**

**AWARD OF CONTRACT
VEHICLE BARRICADE EQUIPMENT AND TRAINING SERVICES**

Prepared by Ray Hunting
Operations Supervisor, Airside Operations

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award an Equipment and Training Services Agreement (“Agreement”) to MERIDIAN Rapid Defense Group Rentals LLC (“Meridian”) for equipment and training services related to emergency response conditions and vehicle barricade deployment. The proposed contract is for a three-year base term from July 1, 2023, through June 30, 2026, with two one-year extension options available to the Commission at its discretion. The total contract price for the base term will be \$180,000 plus a fee for actual deployments. The deployment fee is scaled based on the amount of notice provided to Meridian.

BACKGROUND

Per TSA regulations, airport operators are required to have a response plan in the event the threat level is raised to “Severe Condition” or “Red.” As part of the regular evaluation of the Airport’s response plan, staff determined that an update is appropriate at this time. During the development of a revised response plan, staff identified a company that provides rental, set up and removal of vehicle barricades, as well as training and drills. This type of barricade equipment is used at many national events, including the Rose Bowl in Pasadena.

Effective vehicle barricade deployment in response to a heightened threat level requires a vendor that has both the equipment and the expertise in deployment and training of Airport Police and security personnel. Under the proposed Agreement, the Authority is able to conduct four drills annually to actually test and deploy the vehicle barricades. As an additional advantage, by renting this equipment, the Authority avoids the capital acquisition, maintenance, and storage costs that otherwise would be necessary to deploy vehicle barricades around the Airport.

PROPOSED COST

The proposed cost for the services is \$5,000 a month, \$60,000 annually for dedicated equipment. Additionally, when the vehicle barricades are deployed, there will be a scaled fee based on the amount of notice (1- 24 hours, 24-48 hours, more than 48 hours) provided to Meridian. Thus, the total contract price for the three-year base term will be \$180,000 plus deployment fees.

FUNDING

The cost of the first year of the agreement is included in the recently adopted FY 2024 budget. Costs for the services in future years will be included subsequent fiscal year budget requests.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval that Meridian be awarded a contract for vehicle barricade equipment, training and deployment services and that the President be authorized to execute the same.



Equipment and Training Services Agreement

This Agreement relates to the following understandings and agreements by and between MERIDIAN Rapid Defense Group Rentals LLC ('MERIDIAN') on the one hand, and the Burbank-Glendale- Pasadena Airport Authority, the recipient of the services ("RECIPIENT") with respect to the access to certain equipment and training owned by MERIDIAN and being provided to RECIPIENT.

IT IS UNDERSTOOD that:

1. To meet the needs of an emergency shut down of the Hollywood Burbank Airport ("LOCATION"), RECIPIENT requests the SERVICES of MERIDIAN.
2. SERVICES is defined as availability and access to 24 - Archer 1200 Anti Vehicle Barriers and 2 -Archer Beam Gates at all times during the duration of Agreement. SERVICES also includes up to 4 live deployment trainings annually on mutually agreed upon times.
3. MERIDIAN and RECIPIENT agree to enter into a 3-year agreement for SERVICES, with an option of a 2-year extension. Either party may terminate this Agreement for convenience upon 90-day notice.
4. RECIPIENT agrees to pay \$5,000 a month plus applicable taxes for SERVICES, invoiced at the beginning of each month, to be paid no later than the tenth (10th) of each month of the agreement. Invoices for all actual deployments will be sent to RECIPIENT within five (5)

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Pasadena, California 91105
www.meridian-barrier.com



days after the deployment and to be paid within ten (10) days after receipt of each invoice.

5. In addition, the RECIPIENT agrees that, in the event a deployment is necessary, MERIDIAN will deploy barriers based on the following rates. This rate includes loading in and out and labor costs
 - a. 1- 24 hour notice = \$5,000 per deployment
 - b. 24 – 48 hour notice = \$4,000 per deployment
 - c. 48 hours + notice = \$3,000 per deployment
6. Indemnification - Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.
7. Governing Law - This Agreement and all disputes arising out of or in connection with this Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California, without giving effect to conflict of law principles.

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NOW THEREFORE, MERIDIAN confirms the following:

- a. MERIDIAN is the exclusive provider of certain patented equipment and technology including the Archer 1200 Mobile Vehicle Barriers and the Archer Beam Gate which provide protection from unwarranted and unauthorized vehicle intrusions;
- b. MERIDIAN is authorized by RECIPIENT to move, place and deploy the equipment and technology to the LOCATION for the deployment event at times as agreed sufficiently before the commencement of the event and shall thereafter at a time as agreed following the event pick up and take away the equipment and technology and thereby conclude the live action demonstration.
- c. MERIDIAN shall deliver the equipment and technology and provide for the use thereof and pick up and retrieve the equipment and technology without need for any other permits or authorizations from RECIPIENT and any other entities including the relevant city or other jurisdiction in which the LOCATION is located.
- d. MERIDIAN at all times retains all title and ownership of the MERIDIAN equipment and technology and releases RECIPIENT and any and all representatives and related parties from any and all liabilities or claims of any kind arising out of the deployment of the equipment and technology and/or any damages that might arise to the equipment

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STATED, AGREED AND CONFIRMED:

MERIDIAN Rapid Defense Group Rentals LLC

BY: [Signature]

TITLE: President

DATED: May 15th 2023

ACKNOWLEDGED by RECIPIENT

BY: _____

TITLE: _____

RECIPIENT: _____

DATED: _____ 2023

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**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 26, 2023**

**APPROVAL OF AID-IN-CONSTRUCTION DEPOSIT
FOR TEMPORARY CONSTRUCTION POWER
REPLACEMENT PASSENGER TERMINAL PROJECT**

Prepared by
Patrick Lammerding
Deputy Executive Director, Planning and Development

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks approval for payment of an aid-in-construction (“AIC”) deposit with the City of Burbank in the amount of \$494,000 for Burbank Water and Power (“BWP”) to purchase long-lead electrical items required to bring temporary power for construction of the Replacement Passenger Terminal (“RPT”) Project, anticipated to begin in Spring 2024. This deposit will ultimately be reconciled with BWP’s actual purchase costs.

BACKGROUND

On December 19, 2022, the Commission awarded Holder, Pankow, TEC – A Joint Venture (“HPTJV”) a design build agreement for the RPT Project. HPTJV has begun design and preconstruction efforts and has reached a few milestones, including the design concept selection by the Commission on April 17, 2023. As part of the preconstruction efforts, the project team has begun coordinating with BWP representatives for temporary electrical services required for construction. The temporary service will be needed to power construction equipment trailers, and storage and laydown sites.

Based on several discussions with BWP, the project team has proposed that the temporary power yard for the RPT Project be located at the space shown in Exhibit 1, adjacent to Cohasset Street and Lockheed Drive T-junction. This space, also known as the Aviall property, was previously leased to Studio Picture Vehicles for the temporary storage of equipment utilized by motion picture and television studios. The amount of power needed for construction is approximately 3.3MVA, and there is currently no power infrastructure or connection point at the proposed site that can provide this level of service. BWP therefore will furnish temporary power by extending, to the proposed temporary power yard, the 12kV electrical line that currently feeds the Avion property. The distance between these two points is approximately 2,000 ft. The feeders originate at the distribution station located at the southeast corner of Winona Avenue and N. Ontario Street and are not currently at maximum capacity. This allows the spare backup power capacity from the feeders to be used for temporary construction power for the RPT Project. There will be no impact to the Avion development. BWP representatives have also confirmed that BWP will still be meeting its contractual obligations for power capacity to the Avion development.

Electrical items required on the BWP side of the meter will generally include the 12kV cable and associated switches. These components are not inclusive of other electrical components that HPTJV will need to distribute power from the meter to the various locations on the construction site (Airport side of the meter). BWP also requires that the cables for the electrical line between the Avion property and the temporary power yard be in compliance with BWP's standard specifications.

BWP used a competitive bidding process to select a manufacturer for the cable and currently has an existing contract with a supplier meeting BWP's specification that will be used for the purchase. The anticipated lead time for the cable is currently 60 weeks from the order placement date due to supply chain issues. The associated switches have a similar lead time. Current schedule for the RPT Project anticipates that construction will begin in Spring 2024, less than one year from the time of this report.

In consideration of the unusually long lead time, Staff recommends that the procurement of these long lead electrical items begin now. The City of Burbank requires the Authority to pay an AIC deposit, in accordance with the BWP rules and regulations, to cover the anticipated cost of the electrical items. The estimated cost is \$494,000 and includes approximately 4,300 linear feet of 3-phase primary cable and one PME-10 primary switch.

BWP has emphasized that only a rough estimate for material quantities can be provided at this time because the design of the temporary construction power connection is yet to be completed. BWP will provide an itemized invoice to show the actual costs of materials installed at the end of the project. The Authority will only be charged the actual cost of the items utilized, and the balance will be refunded. In addition, this AIC deposit will only cover the long-lead time items portion of the temporary electrical service work for construction. The Authority will be required to remit a separate AIC deposit to the City of Burbank for the balance of the final estimate, including the remaining items, labor, equipment, and any contract changes, if required, of the work at a later date upon BWP design completion. The balance is currently anticipated to be approximately \$700,000, but is subject to change pending BWP's final design.

FUNDING

The adopted FY 2023 Facility Improvement Program budget includes \$34,225,000 for the RPT Project. These appropriations are sufficient to cover the cost of the proposed AIC deposit.

SCHEDULE

BWP will place the order for the cables and switches shortly after payment of the proposed AIC. The estimated lead time is currently 60 weeks for these items. The goal is to have temporary construction power available beginning March 2024. Staff and the Program Manager will continue coordinating with BWP representatives on the construction schedule to reduce impacts, if any, to the project schedule as a whole.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval for the AIC deposit with the City of Burbank in the amount of \$494,000 for BWP's acquisition of long-lead electrical parts.



**WATER AND
POWER**

June 12, 2023

Hollywood Burbank Airport
2627 N. Hollywood Way
Burbank, CA 91505
Attn: Stephanie Gunawan-Piraner

Re: Temporary Power Material Deposit for Hollywood Burbank Airport Replacement Terminal

Dear Ms. Gunawan-Piraner:

Burbank Water and Power (BWP) requires the payment of an aid-in-construction deposit, in accordance with the rules and regulations, to recover costs incurred by the Department in pre-ordering long lead time items for temporary power to aid in the construction of the proposed Hollywood Burbank Airport Replacement Terminal Project at 2761 N. Hollywood Way. The estimated cost related to the above project is as follows:

3 Phase Primary cable (4,300 feet) material only	\$450,000
(1) PME-10 primary switch material only.....	<u>\$44,000</u>
TOTAL amount to be paid by the customer	\$494,000

The \$494,000 is a deposit that will be credited toward the actual charges if you proceed with this project to its completion. The project will be charged for actual costs and actual quantities installed. The quoted material price and lead time are subject to change by the manufacturer, and any difference will be passed on to the project. An additional deposit will be required for the balance of the final estimate once the design is complete and before our department starts work. If BWP is notified that your project is terminated during the design phase, BWP will charge against the deposit for BWP work completed to that point and refund any remaining balance. Payment of the above amount must be received before material pre-orders are finalized by our department.

The check should be made payable to the City of Burbank. If mailed, please address the envelope to Burbank Water and Power, ATTN: Sven Knauth, 164 W. Magnolia Blvd., Burbank, CA 91502. Payments by check must match the customer account previously created by BWP with the bill-to information provided. BWP will not accept any payments nor refund any accounts that do not match the customer's account. Please verify that the name addressed on this letter matches the check you intend to make payment with. Please include the cashier's receipt checklist with your mailed payment to ensure proper payment processing.

Should you have further questions or identify discrepancies, please call Sven Knauth of our Engineering Department at 818-238-3568.

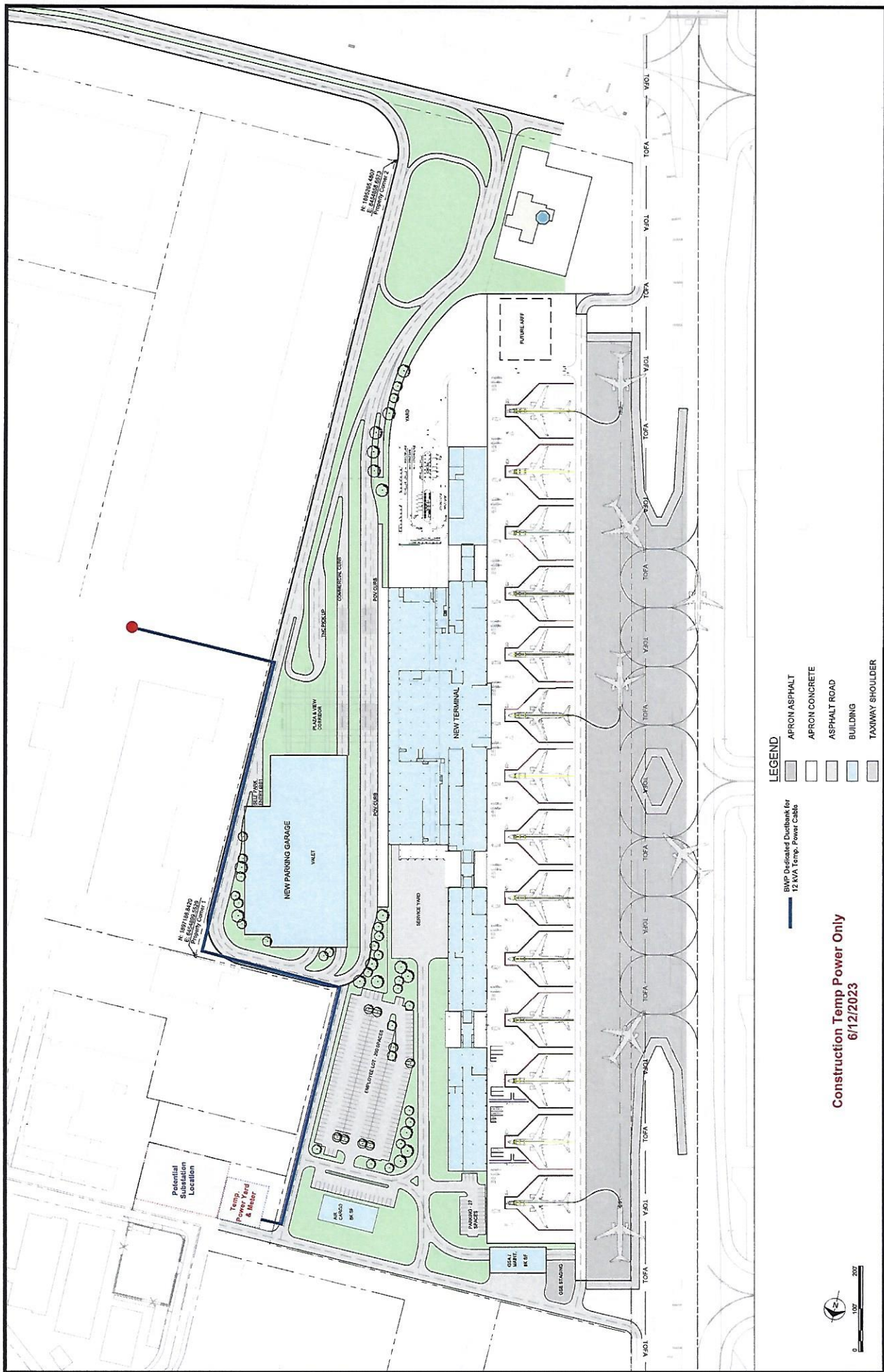
Sincerely,

David Hernandez
Manager T&D Engineering

DH:SK:ms

**164 WEST MAGNOLIA BOULEVARD
BURBANK, CA 91502**

**BURBANKWATERANDPOWER.COM
BWPCUSTOMERSERVICE@BURBANKCA.GOV**



**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 26, 2023**

**LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
REGULAR MEETING STARTING TIME CHANGE**

Prepared by
John Hatanaka, Senior Executive Deputy Director

SUMMARY

Staff seeks Commission adoption of Resolution No. 505 to change the starting time of the Legal, Government and Environmental Affairs Committee (“Legal Committee”) regular meetings to 8:30 a.m.

BACKGROUND

Resolution No. 480 specifies the dates, times, and places of regular meetings of the Commission’s standing advisory committees. In accordance with that resolution, all three standing committees have regular meetings on the same days as Commission regular meetings. The starting time for Operations and Development Committee (“Operations Committee”) regular meetings is 8:30 a.m. The starting time for Legal Committee regular meetings, and for Finance and Administration Committee (“Finance Committee”) regular meetings, is 9:30 a.m. or immediately following the conclusion of the Commission’s meeting.

At the June 7, 2023, Executive Committee meeting, Vice President Williams requested an agenda item to change the starting time for the Legal Committee’s regular meetings to 8:30 a.m. President Gabel-Luddy concurred with this request. Commissioner Najarian was absent from the meeting and did not participate in the discussion.

In anticipation of the Commission reorganization scheduled for the July 10, 2023 meeting, Staff has prepared the attached Resolution No. 505 for the Commission’s consideration. The resolution will set an 8:30 a.m. starting time for Legal Committee regular meetings so that they, like Operations Committee regular meetings, will occur prior to Commission regular meetings. Finance Committee regular meetings will continue to occur after Commission regular meetings.

RECOMMENDATION

Staff recommends that the Commission adopt Resolution No. 505 to change the starting time of Legal Committee regular meetings to 8:30 a.m.

Attachments:

Exhibit A – Resolution No. 480
Exhibit B – Draft Resolution No. 505

RESOLUTION NO. 480

**A RESOLUTION OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION
CLARIFYING THE STARTING TIME OF FINANCE AND ADMINISTRATION
COMMITTEE REGULAR MEETINGS AND OF LEGAL, GOVERNMENT AND
ENVIRONMENTAL AFFAIRS COMMITTEE REGULAR MEETINGS**

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

Section 1. Findings.

A. Government Code Section 54954 requires each legislative body of a local agency to provide by ordinance, resolution, bylaws, or other rule for the time and place of holding regular meetings.

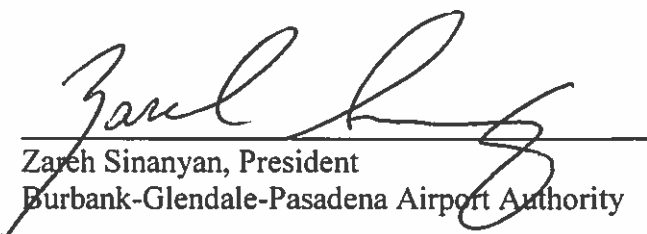
B. Section 2.3.1 of the Authority's governing Joint Exercise of Powers Agreement requires the Commission to provide by resolution for the dates on which and the time and place at which regular meetings of the Commission shall be held.

C. The Commission most recently established the dates, times, and places for regular meetings of the Commission and the standing advisory committees on January 16, 2018.

D. The purpose of this Resolution is to clarify the starting times for Finance and Administration Committee regular meetings and for Legal, Government and Environmental Affairs Committee regular meetings.

Section 2. Regular Meetings Schedules. The dates, times, and places of the regular meetings of the Commission's standing advisory committees shall be as specified in the attached Exhibit A. The attached Exhibit A supersedes Exhibit B of Resolution No. 476, which Exhibit B shall be no further force or effect.

Adopted this 15th day of October, 2018.


Zareh Sinanyan, President
Burbank-Glendale-Pasadena Airport Authority

Attest:

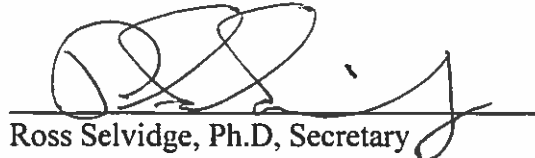

Ross Selvidge, Ph.D, Secretary

EXHIBIT A
Standing Advisory Committee Regular Meetings

Regular meetings of Operations and Development Committee shall be held at 8:30 a.m. in the Sky Room of the Bob Hope Airport on the days specified below.

Regular meetings of Finance and Administration Committee shall be held at 9:30 a.m. or immediately following the conclusion of any regular meeting of the Burbank-Glendale-Pasadena Airport Authority Commission occurring on such day (whichever is later), in the Sky Room of the Bob Hope Airport on the days specified below.

Regular meetings of Legal, Government and Environmental Affairs Committee shall be held at 9:30 a.m. or immediately following the conclusion of any regular meeting of the Burbank-Glendale-Pasadena Airport Authority Commission occurring on such day (whichever is later), in the Burbank Room of the Bob Hope Airport on the days specified below.

- A. Third Monday of each January
- B. First and third Monday of each February
- C. Third Monday of each March
- D. First and third Monday of each April
- E. First and third Monday of each May
- F. First and third Monday of each June
- G. Third Monday of each July
- H. Third Monday of each August
- I. Third Monday of each September
- J. First and Third Monday of each October
- K. Third Monday of each November
- L. Third Monday of each December

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 15th day of October 2018 by the following vote:

AYES: Commissioners Brown, Adams, Gharpetian, Sinanyan, Tornek,
 Madison, Wiggins and Selvidge

NOES: None

ABSENT: Commissioner Devine



Frank R. Miller
Assistant Secretary

RESOLUTION NO. 505

**A RESOLUTION OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION
CHANGING THE STARTING TIME OF LEGAL, GOVERNMENT AND
ENVIRONMENTAL AFFAIRS COMMITTEE REGULAR MEETINGS**

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

Section 1. Findings.

A. Government Code Section 54954 requires each legislative body of a local agency to provide by ordinance, resolution, bylaws, or other rule for the time and place of holding regular meetings.

B. Section 2.3.1 of the Authority's governing Joint Exercise of Powers Agreement requires the Commission to provide by resolution for the dates on which and the time and place at which regular meetings of the Commission shall be held.

C. The Commission most recently established the dates, times, and places for regular meetings of the Commission and the standing advisory committees on January 16, 2018 with the adoption of Resolution No. 476.

D. The Commission clarified the starting times for Finance and Administration Committee regular meetings and for Legal, Government and Environmental Affairs Committee regular meetings on October 15, 2018 with the adoption of Resolution No. 480.

E. The purpose of this Resolution is to revise the starting time of Legal, Government and Environmental Affairs Committee regular meetings.

Section 2. Regular Meetings Schedules. The dates, times, and places of the regular meetings of the Commission's standing advisory committees shall be as specified in the attached Exhibit A. This Resolution supersedes Resolution No. 480, which shall be of no further force or effect.

Adopted this 26th day of June, 2023.

Emily Gabel-Luddy, President
Burbank-Glendale-Pasadena Airport Authority

Attest:

Ara Najarian, Secretary

EXHIBIT A
Standing Advisory Committee Regular Meetings

Regular meetings of Operations and Development Committee shall be held at 8:30 a.m. in the Sky Room of the Bob Hope Airport on the days specified below.

Regular meetings of Legal, Government and Environmental Affairs Committee shall be held at 8:30 a.m. in the Burbank Room of the Bob Hope Airport on the days specified below.

Regular meetings of Finance and Administration Committee shall be held at 9:30 a.m., or immediately following the conclusion of any regular meeting of the Burbank-Glendale-Pasadena Airport Authority Commission occurring on such day (whichever is later), in the Sky Room of the Bob Hope Airport on the days specified below.

- A. Third Monday of each January
- B. First and third Monday of each February
- C. Third Monday of each March
- D. First and third Monday of each April
- E. First and third Monday of each May
- F. First and third Monday of each June
- G. Third Monday of each July
- H. Third Monday of each August
- I. Third Monday of each September
- J. First and Third Monday of each October
- K. Third Monday of each November
- L. Third Monday of each December

Exhibit B

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 ____ day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

Frank R. Miller
Assistant Secretary

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JUNE 26, 2023**

**APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
RS&H CALIFORNIA, INC.**

Presented by John T. Hatanaka
Senior Deputy Executive Director

SUMMARY

Staff seeks Commission approval of a Professional Services Agreement (“Agreement”), copy attached, with RS&H California, Inc. (“RS&H”) for supplemental environmental impact statement analysis for the Replacement Passenger Terminal (“RPT”) Project in the amount of \$394,000.

BACKGROUND

On April 16, 2018, the Commission approved the initial Professional Services Agreement with RS&H to assist the Federal Aviation Administration (“FAA”) with the preparation of an Environmental Impact Study (“EIS”) for a replacement 14-gate passenger terminal building, aircraft apron and connector taxiways, and ground access and automobile parking. The FAA subsequently directed RS&H to perform additional tasks and close out activities which required extensions of time through August 2021. The original source of funding for the EIS was from an FAA Airport Improvement Program Grant with local matching funds through an approved Passenger Facility Charge (“PFC”) Application.

In May 2021, the FAA issued its Final EIS and Record of Decision (“ROD”) for the RPT Project and shortly thereafter, the City of Los Angeles filed a federal court lawsuit against the FAA challenging the EIS and ROD. The lawsuit designated the Authority as a real party in interest, but the Authority was later redesignated as an intervenor. Due to the lawsuit, RS&H was granted another extension through October 2022. On March 29, 2023, the Ninth Circuit issued its decision. The court unanimously upheld the vast majority of the EIS. However, by a 2-1 vote, the Ninth Circuit ruled that the analysis in the EIS was deficient in two matters (construction noise and cumulative impacts analysis).

The proposed Agreement and its scope of work addresses the Court’s decision. The estimated time to complete the supplemental study is approximately 32 weeks, but Staff are hopeful that RS&H and the FAA will finish earlier. Additionally, in accordance with FAA requirements, an independent fee estimate to validate the proposed scope and cost will be undertaken by Ricondo & Associates for \$12,000.

Given the estimated time to complete the study, Staff brings the request for consideration of this RS&H contract award directly to the Commission without presentation to the Executive Committee.

FUNDING

Funding for this study and the independent fee estimate would initially be through the Authority reserves and reimbursed through a future FAA grant (the pending BIL grant application) for project formulation costs of the RPT Project.

RECOMMENDATION

Staff recommends that the Commission award the proposed Agreement to RS&H, direct staff to implement the supplement study to the EIS as quickly as possible, and authorize the President to execute the same.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Steer Davies & Gleave)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated _____, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Steer Davies & Gleave, Inc. ("Consultant"), a Delaware 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: employee transportation coordinator support services.

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

NOW, THEREFORE, the parties agree as follows:

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

A. "Airport Rules and Regulations": May 4, 2020 Restated Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Commencement Date": July 1, 2023.

C. "Contract Administrator": Maggie Martinez or a duly authorized designee.

D. "Contract Limit": \$66,130.

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

F. "Expiration Date": June 30, 2025.

G. "Federal Requirements" the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. "Fee Schedule": the fee schedule set forth in the Proposal.

I. "Indemnities": the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

K. "Liabilities": 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.

L. "Proposal": Consultant's May 1, 2023 proposal set forth in the attached Exhibit A.

M. "Services": the tasks set forth in the Proposal.

N. "TBI": TBI Airport Management, Inc.

2. Services.

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

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

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

3. Term.

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

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

4. Compensation.

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

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. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. COVID-19 Exposure Notice. If Consultant learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Consultant in the performance of the Services, then Consultant shall notify the Authority of that fact within one business day. Consultant's obligation under this section shall survive expiration or termination of this Agreement.

8. 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.

9. 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.

10. 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.

11. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. 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 to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant'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.

12. 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.

13. 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.

14. 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: Maggie Martinez
E-mail: MMartinez@bur.org

Consultant

Steer Davies & Gleave, Inc.
1800 Diagonal Road, Ste. 540
Alexandria, VA 22314
Attn: Stephen D. Van Beek
E-mail: steve.vanbeek@steergroup.com

15. 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. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

16. 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.

17. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

18. 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.

19. 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.

Steer Davies & Gleave

By: 

Alasdair Dawson
Regional Director

Burbank-Glendale-Pasadena Airport Authority

President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Proposal

(attached)

Aaron Galinis
Hollywood Burbank Airport
2627 N. Hollywood Way
Burbank, CA 91505

Los Angeles
800 Wilshire Blvd, Suite 1320,
Los Angeles, CA 90017
USA

usainfo@steergroup.com
t: +1 (213) 425 0990
www.steergroup.com

1 May 2023

Hollywood Burbank Airport ETC Support Proposal

Dear Mr. Galinis,

Thank you for taking the time to discuss the path forward for additional services, an employee rideshare program at Hollywood Burbank Airport (Airport). Per our conversation, we've updated this document to outline the fee-for-service options for the additional Employee Transportation Coordinator (ETC) support that we believe would enhance the basic BTMO membership services and bolster the Airport's Employee Commute Program by bringing more direct services to Airport employees and tenants in the form of hands-on ETC expertise.

Our Understanding

We understand the Airport is in the process of building a replacement passenger terminal (Project) to meet current Federal Aviation Administration (FAA) safety standards and provide an enhanced passenger experience and will be implementing an Air Quality Improvement Program (AQIP) to reduce emissions around the local airfield. Back in early March 2019, our team met with Mark Hardymont Director of Government and Environmental Affairs, Patrick Lammerding, Director of Planning and Development, Tom Janowitz, Manager of Ground Access, and planning consultant Lisa Trifiletti to discuss the possibility of the Airport joining the BTMO as a member to fulfil the AQIP Trip Reduction Programs initiative, abide by the Development Agreement with the City of Burbank, and to help reduce congestion in and around the Airport.

In addition, there was expressed interest in receiving ETC support services to promote sustainable commuting and reduce drive-alone commute trips to and from the Airport. To start the dialogue, we discussed several options that we believe would help the Airport develop a comprehensive commuter program for all its employees and tenants. We look forward to continuing to understand your needs and refine the final scope of work to be conducted by Steer moving forward.

Our Approach

The Hollywood Burbank Airport would obtain the following ETC support services to promote sustainable commuting and reduce drive-alone commute trips to and from the Airport:

Initial term: July 1, 2023 through September 30, 2023

Item 1: Existing Conditions

To form a baseline of current travel behavior and identify key areas of improvement, Steer will undertake an existing conditions exercise, including:

- One meeting with select Airport staff and tenants to understand barriers and challenges to commuting to work via alternative modes;
- Examination of current and future projects planned at or near the Airport which will affect on-site congestion or parking;
- Researching current mobility options available to employees commuting to the Airport; and
- Taking inventory of any existing rideshare and Transportation Demand Management ("TDM") programs at the Airport.

Deliverable:

- An existing conditions report which summarizes the challenges faced by employees commuting to the Airport, current mobility options and TDM programs, and any gaps in service.

First Year: October 1, 2023 through June 30, 2024

Item 2: Annual Average Vehicle Ridership ("AVR") Survey

To fulfill City and SCAQMD air quality requirements and to understand current employee travel behavior, Steer will lead the administration of the annual AVR survey for the Airport, including:

- Administering and monitoring the survey to ensure a high response rate;
- Completing the compliance forms for submittal to the City of Burbank and SCAQMD;
- Recommending attitudinal behavior questions to be added to the survey; and
- Analyzing the data to inform TDM programming.

Deliverables:

- Completed AVR compliance forms for the City and SCAQMD approval
- Report summarizing employee travel behavior based on survey results

Item 3: Development of Rideshare Plan

Steer will develop a detailed Rideshare Plan to provide options and flexibility to employees on their commutes to work. The final plan will include:

- Recommended TDM Strategies;
- Proposed partnerships with local and regional organizations;
- Implementation plan and timeline; and
- A proposed two-year budget

Deliverables:

- Draft Rideshare Plan with one (1) revision by the Authority
- Final Rideshare Plan with comments incorporated

Items 4 and 5: Implementation of Rideshare Plan

It is anticipated that implementation of the Rideshare Plan will begin in January 2024. Steer will then operate as the Airport's ETC and implement the rideshare plan as outlined above, including:

- TDM strategy design and implementation;
- Additional events;
- Commuter challenges, etc.

Deliverables:

- Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges.

Second Year: July 1, 2024 through June 30, 2025

Item 6: Implementation of Rideshare Plan

Steer will continue to operate as the Airport's ETC and implement the rideshare plan as outlined above, including:

- TDM strategy design and implementation;
- Additional events;
- Commuter challenges, etc.

Deliverables:

- Monthly progress reports on past accomplishments and upcoming goals related to TDM programs, events, and commuter challenges.

Item 7: Annual Average Vehicle Ridership ("AVR") Survey

To fulfill City and SCAQMD air quality requirements and to understand current employee travel behavior, Steer will lead the administration of the annual AVR survey for the Airport, including:

- Administering and monitoring the survey to ensure a high response rate;
- Completing the compliance forms for submittal to the City of Burbank and SCAQMD;
- Recommending attitudinal behavior questions to be added to the survey; and
- Analyzing the data to inform TDM programming.

Deliverables:

- Completed AVR compliance forms for the City and SCAQMD approval
- Report summarizing employee travel behavior based on survey results

Timeline

Initial term: July 1, 2023 through September 30, 2023

The total budget for the initial term (Item 1 – Existing Conditions Report) is \$4,220 provided on a time and materials, not-to-exceed basis.

Item	Task	Timing	Cost
Item 1	Existing Conditions Report	One time	\$4,220

First Year: October 1, 2023 through June 30, 2024

The total for the budget for the first full year (Items 2-5 Annual AVR Survey, Development of Rideshare Plan, and Implementation of Rideshare Plan – first and second quarters) is \$31,095 provided on a time and materials, not-to-exceed basis.

Item	Task	Timing	Cost
Item 2	Annual AVR Survey	Annual recurring	\$8,185
Item 3	Development of Rideshare Plan	One time	\$8,260
Item 4	Implementation of Rideshare Plan	First quarter	\$8,130
Item 5	Implementation of Rideshare Plan	Second quarter	\$6,520

Second Year: July 1, 2024 through June 30, 2025

The total budget for the second full year (Items 6 and 7 – Implementation of Rideshare Plan (quarterly throughout the year and the Annual AVR Survey) is \$30,815 provided on a time and materials, not-to-exceed basis.

Item	Task	Timing	Cost
Item 6	Implementation of Rideshare Plan	(\$5,658 per quarter)	\$22,630
Item 7	Annual AVR Survey	Annual recurring	\$8,185

The Steer Team

We propose that Destree Bascos will serve as the Program Manager and be responsible for the day-to-day successful delivery of this contract. Destree has extensive relevant experience including having served as Program Manager for SANDAG's Sustainable Transportation Services Employer Program, and managed a number of other transportation planning and TDM projects.

We propose that Ken Premo, Executive Director of the BTMO, provide input and support to Destree throughout duration of the contract. Ken also works directly with the director of Go Glendale which allows him to leverage relationships and knowledge of the region to benefit BUR. Zoe Bertol-Foell, will be dedicated to the project as well. Zoe is passionate about transportation planning, and she has experience working in supporting roles for Burbank Transportation Management Organization, Management and Advocacy, SCAG TDM Training Sessions, and Employee Transportation Coordinator (ETC) Trainings as well as authored *"Why Are Bike Equity Initiatives Needed and How Should Cities Incorporate Them?"* for the Environmental Law Institute.

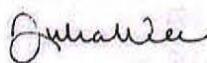
Destree, Ken, and Zoe will be supported by Julia Wean, Project Director. Julia has more than 10 years of experience in transportation demand management and brings global expertise. She leads the TDM Strategy market in the United States and has been integrally involved in several TMA/TMO management contracts for Glendale TMA, Santa Monica TMO, Warner Center, the SCAG TDM Strategic Plan, the LAX TMO study, and SANDAG's North Coast Corridor TDM services.

Resumes and Professional Services Agreement

Attached are our resumes, as well as the Professional Services Agreement.

We would be delighted to answer any additional questions you might have when considering our proposal, and of course would welcome the opportunity to speak further with you or other members of your staff as appropriate. In the first instance please contact me with any questions at Julia.Wean@steergroup.com or on 1 (617) 391-2318.

Yours sincerely,



Julia Wean
Associate, Steer

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1	2	3	4	5

The Steer Team

We have one that located in the city of San Diego and is responsible for the day-to-day operations of the project. Our team has extensive experience including having worked on projects for SANDAG's San Diego TDM Strategic Plan, the SCAG TDM Strategic Plan, the LAX TMO study, and SANDAG's North Coast Corridor TDM services.

The project is a multi-modal transit project in the city of San Diego. It is a multi-modal transit project that will provide a new mode of transportation for the city of San Diego. The project is a multi-modal transit project that will provide a new mode of transportation for the city of San Diego. The project is a multi-modal transit project that will provide a new mode of transportation for the city of San Diego.

Julia Wean, TDM-CP

Associate

I am a transportation planner with ten years' experience, with a focus on working in strategic planning and implementation of mobility strategies aimed at reducing vehicle miles traveled. I have worked with both public and private partners to advance regional transportation goals, promote alternative transportation solutions and demonstrate the impacts of their solutions. I am passionate about helping our clients identify clear goals and objectives around which to design strategies, programs, or projects. I am an experienced project manager and project director, working well with interdisciplinary teams to deliver client work.

Relevant skills

Transportation Demand Management: Julia has experience with both strategic planning and implementation of TDM programs and strategies throughout North America. She has developed and managed programming at the regional, municipal and site-levels, ensuring programs are tailored to unique audiences and scenarios. Her work focuses on TDM strategy, which requires a keen understanding of regional and local markets, policy levers and individualized barriers and motivations for non-single occupancy vehicle travel.

Governance and Strategy: Mobility decisions rarely impact just one audience or population, and Julia is passionate about consensus building and identifying evidence-based solutions that support shared goals. She recently led the development of C/CAG's Measure M Strategic Plan, which dictates both funding allocation and program direction for the 21 jurisdictions in San Mateo County, along with four unique and distinct countywide programs.

Business Case, Strategy and Evaluation: Julia has become passionate about helping her clients justify the existence of mobility programs through a combination of improved data collection and the use of TDM impact models that calculate reduction in vehicle miles traveled. She is currently leading SCAG's Future Communities Pilot Project evaluation, where the Steer team oversees the data collection and analysis of eight unique projects throughout the region aimed at reducing VMT.

Outreach and Engagement: Julia has community engagement experience through the development and delivery of projects and TDM programs. She has managed public outreach through email, web, social media and real-time transit platforms and organized and coordinated with multiple agencies to promote state-wide annual events centered around active transportation with participation of over 2,500.

Transit Planning: Julia has experience supporting an AM/PM commuter bus system with five routes and nine vehicles. She analyzed passenger count trends, constructed a driver evaluation program, and maintained communication with both vendors and passengers. She provided support with route planning and other day to day operations.

Qualifications

University of Southern California
Master of Planning, Transportation
Concentration, Real Estate
Development Certificate
2017

University of Pittsburgh
BA Urban Studies
2011

Professional memberships

Association for Commuter
Transportation

40 Under 40 Recipient, 2020

TMA Council Chair

Years of experience

5 Years Consulting

3.5 Years Nonprofit/TMA

1 Year Public Sector

Selected projects summary

	Project	Client	Year/Location	Role
Transportation Demand Management	CATMA Membership Restructure	CATMA	2022-present, Winooski, VT	Project Director
	Regional Mobility Policy Update	Oregon Metro	2020-present, Portland, OR	Project Director
	Honolulu TDM Plan	City/County of Honolulu	2020-present, Honolulu, HI	Project Manager
	Richmond-San Rafael Bridge E-Bike Incentive Distribution Program	Metropolitan Transportation Commission (MTC)	2020-present, Bay Area, CA	Project Director
	Burbank Transportation Management Organization	BTMO Board of Directors	2017-present, Burbank, CA	Project Manager, Project Director
	Go Glendale TMA	Go Glendale Board of Directors	2020-present, Glendale, CA	Project Director
	SCAG TDM Strategic Plan	SCAG	2018-2019, Los Angeles, CA	Project Manager
	Warner Center TMO	City of Los Angeles	2017-present, Los Angeles, CA	Project Manager, Project Director
Business Case, Strategy and Evaluation	Regional Mapping and Wayfinding Business Case	Metropolitan Transportation Commission (MTC)	2020-2021, San Francisco, CA	Project Manager
	C/CAG Measure M Strategic Plan	C/CAG	2020-present, San Mateo, CA	Project Manager
	Future Communities Pilot Program Evaluation	SCAG	2019-present, Los Angeles, CA	Project Manager
	Menlo Park and Foster City TMA Feasibility Studies	Cities of Menlo Park and Foster City	2019-2021, Menlo Park, CA, Foster City, CA	Project Manager
Outreach and Engagement	SACOG TMA Business Planning and Regional TDM Guidance	SACOG	2018-2019, Sacramento, CA	Project Manager
	Regional TDM Training	SCAG	2021-present	Project Director
	Ride Connection Marketing Strategy	Oregon Metro/Ride Connection	2020-2021, Portland, OR	Project Director

Destree Bascos, TDM-CP

Principal Consultant

I love my community and the people in it. And, I love being part of solutions that make our world a better place. Throughout my career, I've worked on projects that integrate civic engagement and sustainability. I am motivated by the vision that our world can be improved by the meaningful actions we take now. With over 20 years of experience, I specialize in marketing and communications, transportation demand management, and community outreach. Through my set of skills, I can contribute to the good of the community and create civic legacies that will inspire future generations.

Relevant skills

Transportation Demand Management: Destree works with the Steer Planning Team in San Diego as an Account Executive for the SANDAG iCommute Employer Program and served as the Project Manager for the Shift San Diego Program. Shift San Diego is a program designed to reduce traffic congestion around the Interstate 5/Genesee Avenue Interchange Project and other transportation improvements planned or underway in the Golden Triangle community. Destree works closely with several key large employer accounts in iCommute, which is over 20% of the total iCommute accounts in San Diego county. At a strategic planning level, Destree is also the TDM lead for the Puerto Rico Long Range Multimodal Transportation Plan and helped to write the action plan for Oregon Metro TDM Program Analysis.

Behavior Change Campaigns: As a result of extensive experience in marketing and communications, Destree has managed and worked on several award-winning and high-profile campaigns including Think Blue, San Diegans Waste No Water, and Carlsbad Walk + Bike. Using the community-based social marketing model, Destree has been responsible at different developmental and implementation phases of the campaigns, including data collection and analysis, communications planning, branding, media buying, collateral development, partnership development, press and media coordination and social media development.

Marketing & Communications: Destree worked with Oregon Metro and Ride Connection on their marketing strategy. She has led focus group sessions, provided a user interview process, and reviewed existing marketing collateral and stakeholder input to develop a Current State Report. She worked with the teams closely to determine their marketing goals, target specific audiences, and create an Implementation Plan that identified strategies that will best support the identified recommendations and priorities.

Community Engagement: Destree has coordinated with multiple utilities, public agencies, government departments, and elected staff to respond to stakeholder inquiries and engage community input for a variety of projects during planning, design, right of way acquisition, environmental review, and construction/implementation phases. She has successfully conducted stakeholder sessions for projects such as the City of Oceanside Transit Oriented Development and Del Mar Village Revitalization Plan.

Qualifications

San Diego State University
MA Communications
2002

UC San Diego
BA Communications, Minor in
Chemistry
2000

Professional Certification

Transportation Demand Management-
Certified Professional (TDM-CP)

Professional memberships

Association for Commuter
Transportation
Member,
2021-present: SOCAL ACT Board
Member At-Large,
2021-present: Diversity, Equity and
Inclusion Committee Secretary,
2021-present Telework/AWA Council
member, 2023 ACT Conference
Proposal Reviewer; 2022 40 under 40
Award Judge; 2019 ACT Awards Judge,
2018 Conference Awards Chair

Women's Transportation Seminar
Volunteer for 2018 International
Conference

Years of experience

20 years of consultancy

Presentations

*The Evolving Nature of Bike to Work
Day*, ACT International Conference,
2022

*Help your employees save with the
Commuter Tax Benefit and Discounted
Transit Passes*, SANDAG iCommute
Webinar, 2022

*Return to Commute -How to Avoid
Traffic*, SANDAG iCommute Webinar,
2021

*New to telework Culture? How to
overcome challenges and prepare
employees for success*, SANDAG
iCommute Webinar, 2020

Social Media Opportunities, CA/NV
AWWA Spring Conference, 2014

Partnership Development, Water
Smart Innovation Conference, 2014

Projects summary

	Project	Client	Year/Location	Role
Transportation Demand Management	Puerto Rico Long Range Multimodal Transportation Plan	Puerto Rico Highways & Transportation Authority	2022-Present, San Juan, Puerto Rico	TDM Lead
	Oregon Metro TDM Program Analysis	Oregon Metro	2022 - Present San Diego, CA	Project Manager
	Oregon Metro Ride Connection Marketing Strategy	Oregon Metro	2020-2021 Portland, OR	Project Manager
	iCommute Telework Assistance Program	SANDAG	2020, San Diego, CA	iCommute Account Executive
	Carlsbad Connector Pilot and Try Transit Events	SANDAG	2019-2020, San Diego, CA	iCommute Account Executive
	iCommute Bike to Work Day and Rideshare Month	SANDAG	2016-Ongoing, San Diego, CA	iCommute Account Executive
	iCommute Carpool Incentive Pilot Program	SANDAG	2018-2020, San Diego, CA	iCommute Account Executive
	iCommute Try Transit Pilot Program	SANDAG	2016-Ongoing, San Diego, CA	iCommute Account Executive
	iCommute Vanpool Program	SANDAG	2016-Ongoing, San Diego, CA	iCommute Account Executive
	Project	Client	Year/Location	Role
Behavior Change Campaigns	San Diegans Waste No Water	City of San Diego	2002-2016, San Diego, CA	Managing Associate
	Carlsbad Walk + Bike	City of Carlsbad	2015-2016, San Diego, CA	Managing Associate
	Think Blue	City of San Diego	2007-2009, San Diego, CA	Managing Associate
	Project	Client	Year/Location	Role
Community Engagement	SANDAG Bicycle Master Plan	Alta Planning/SANDAG	2013, San Diego, CA	Managing Associate
	City of San Diego Bicycle Master Plan	Alta Planning/City of San Diego	2013, San Diego, CA	Managing Associate

Ken Premo, MBA

Senior Consultant

I bring more than 20 years of professional experience in higher education administration, business operations, and project leadership. During my tenure at California State University, Northridge, I worked with employer transportation coordinators and partnered with LA Metro to promote alternative transportation solutions for the campus and its students.

I am eager to use my knowledge and skills in strategic planning, sustainable transportation to facilitate integrated and flexible approaches to public mobility for clients in local and regional government and the private sector.

Relevant skills

Shared Mobility: Ken has broad experience in shared mobility gained from his work with California State University Northridge. Bringing to the campus car sharing, carpooling, and bike sharing, Ken achieved great success in launching these important programs and found a passion for working with alternative modes of transportation. Ken is a Employee Transportation Coordinator (ETC) certified by the South Coast Air Quality Management District (SCAQMD).

Cross-Agency Transit Collaboration : In partnership with LA Metro, California State University, and several regional transit agencies, Ken helped create an inclusive student transit pass, now used at universities across the Los Angeles area. As chair of the campus' Transportation Working Group, Ken worked in conjunction with various campus entities as well as with external agencies to bring the greatest number of transit options to the students and faculty of the university.

Management Consulting: Ken's education and his experience as an independent management consultant has enabled him to hone his business skills in strategic planning, business analysis, marketing, and finance.

Qualifications

California State University, Northridge
Master's in Business Administration
2001

Years of experience

20 Public Sector
3 Consulting

Presentations

California Higher Education
Sustainability Conference
*They Said It Couldn't Be Done,
Bikeshare at CSUN*
2018

California Higher Education
Sustainability Conference
CSUN/LA Metro Transit Collaboration
2017

Awards

California Higher Education
Sustainability Conference
Transportation
Sustainable Transportation
2018

California Higher Education
Sustainability Conference
Transportation
Sustainable Transportation
2017

Projects Summary

	Project	Client	Year/Location	Role
Cross-Agency Transit Collaboration	Rideshare at CSUN	California State University, Northridge/ Zimride	2021-Ongoing Northridge, CA	Project Director
	Carshare at CSUN	California State University, Northridge/ Zipcar	2021-Ongoing Northridge, CA	Project Director
	Metro Pass serving university students (U-Pass)	California State University, Northridge/ LA Metro	2021-Ongoing Northridge, CA	Project Director
	Bike Share at CSUN	California State University, Northridge/ LimeBike	2021-Ongoing Northridge, CA	Project Director
	Bike infrastructure improvement	California State University Northridge	2020-2021 Northridge, CA	Project Manager

Zoe Bertol-Foell

Assistant Consultant

Zoe's educational and research background in policy, environmental studies, and public health has given her an interdisciplinary framework through which she can understand how to enhance the impact of TDM initiatives. She is a passionate advocate for affordable and sustainable modes of transportation that reaches car-deficit households as well as facilitating transportation-related behavior change to improve individual and community health.

Relevant skills

Transportation Demand Management: Zoe has provided research, coordination, marketing, and educational support to several TDM projects. She has helped develop and present several TDM training sessions for SCAG targeted towards a diverse array of TDM practitioners. She has also helped develop and implement programming for the Burbank and Warner Center TMO to promote and facilitate the use of sustainable transport modes among employees and residents. She has gained a comprehensive understanding of the intricacies of enabling employers to comply with TDM ordinances by assisting with ETC Trainings for the City of Santa Monica. Most recently, she has been involved in the development of the update to Culver City's TDM ordinance, in which she has helped develop a stakeholder outreach plan and researched best TDM practices through a context specific framework.

Data Analysis: Zoe's experience with various data software and techniques has been a valuable asset throughout her professional and academic career. She has built simple regression models and summary tables using R and excel to help predict parking demand and forecast rail usage and is learning how to build system dynamics models to estimate the costs and benefits of public sector investments. Most recently, she has been analyzing travel demand model data to help inform TDM recommendations and has helped build a market segmentation model to identify populations segments that would likely be the most receptive to TDM programming.

Research/Writing: Zoe is skilled at numerous aspects of the research report generation process, including writing reports that are accessible to lay audiences. Recently, she has been involved in conducting research to identify and organize the health impacts of public transportation investments, which has involved the synthesis of multiple disparate reports, analyses, and academic research. She has also generated numerous memos and reports detailing TDM strategies and conveying how they can be impactfully be implemented based on contextual factors. She has produced a research presentation for the Environmental Law Institute analyzing the equity implications of current bike infrastructure distribution as well as a comprehensive report exploring the potential for bike infrastructure to alleviate challenges associated with food deserts in low-income communities.

Survey Facilitation and Analysis: Zoe has been involved in developing and analyzing surveys relating to travel behavior and TDM programming. Through her work with the Burbank TMO, she has she has gained an understanding of the importance and challenges associated with distributing and increasing survey participation rates and has implemented outreach and incentivization strategies to help increase this uptake. Additionally, she has produced reports identifying patterns from large volumes of survey data and has used such data to inform TDM-related recommendations.

Qualifications

Cornell University
B.S. Policy Analysis and Management
Minors: Environmental Studies,
Global Health
2021

Recent Articles

["Exploring mechanisms by which improving the feasibility of biking can help address food insecurity among car-deficit households"](#)
Cornell University CRP 3860
2020

["Why Are Bike Equity Initiatives Needed and How Should Cities Incorporate Them?"](#) Environmental Law Institute Vibrant Environment Blog. 2020

["Reductions in public sector healthcare spending and quality adjusted life years gained as a result of investment in high scope preschool targeted towards low income children"](#) Columbia University through Bronx High School of Science. 2017

Relevant Projects Summary

	Project	Organization	Year/Location	Role
Transportation Demand Management	Burbank Transportation Management Organization Management and Advocacy	Burbank Transportation Management Organization	2021-Present, Los Angeles, CA	Program Support
	Warner Center TMO	Warner Connects	2023 – Present, Los Angeles, CA	Program Support
	SCAG TDM Training Sessions	Southern California Association of Governments	2021-2022, Los Angeles, CA	TDM Training Development/Assistance
	Employee Transportation Coordinator (ETC) Trainings	City of Santa Monica	2022, Los Angeles, CA	Training Support
	Culver City TDM Strategy	City of Culver City	2022 - Present, Los Angeles, CA	Research/Stakeholder Outreach
Policy Research/Writing	Analysis of Public Transportation Health Impacts and Benefits	Transportation Research Board	2023 – Present, Los Angeles, CA	Research Support
	“Why Are Bike Equity Initiatives Needed and How Should Cities Incorporate Them?”	Environmental Law Institute*	2020, Washington, DC	Author
	County/state Level Hazard Mitigation Plan Analysis	Environmental Law Institute*	2020, Washington, DC	Intern/ Research Support
	Sustainable Financing Tools and Strategies	California Air Resources Board	2022 – Present, Los Angeles, CA	Research Support
Data Analysis	Culver City TDM Strategy	City of Culver City	2022	Market Segmentation
	Second Bay Crossing	Bay Area Rapid Transit	2021 – Present, Los Angeles, CA	Analyst
	CP Demand Model Refresh	CampusParc	2021 – Present, Los Angeles, CA	Analyst

*denotes previous employer

EXHIBIT B
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.
 - A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
 - B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
 - C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.
 - D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.
2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:
 - A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.
 - B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
 - C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
 - D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

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

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

G. 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
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];

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 USC § 1681, et seq).

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor 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 Sponsor 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, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

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

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

Sacramento
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Sacramento, CA, 95811
USA

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t: +1 (213) 425 0990
www.steergroup.com

30 May 2023

Client Ref. TBD
Steer Ref. 23768101

Maggie Martínez
Director, Noise & Environmental Affairs
2627 N. Hollywood Way
Burbank, CA 91505

Dear Ms. Martínez

Hollywood Burbank Airport - Employee Transportation Coordinators

Authority to Act for the Company: Alasdair Dawson

Alasdair Dawson is the North America Regional Director for Steer Davies & Gleave Inc, and has full authority to negotiate, sign, confirm and ratify any contract with any companies entered into or to be entered into in United States and Canada.

Please find attached an Extract from Meeting of Directors of Steer Group Ltd listing Alasdair Dawson as Chairman of the Board of Directors of the Company.

Yours sincerely



Carmen Correa Lafuente
Associate Director/Head of North America Planning

Meeting date 20 December 2022

Meeting Minutes

Time 10:00

Issue date 3 January 2023

Venue Southworks

Attendees C Browning, J M Cavanagh, R J Fenning, H W Jones, J K Steer

Circulation C Browning, J M Cavanagh, S J Daly, R J Fenning, H W Jones, W Pike, H Singh, J K Steer, V Dorrington

In attendance V Dorrington

Project No.

Extract from Meeting of Directors of Steer Group Ltd

Company Secretary's Report

- 1.1 The Board of Directors resolved the following:

In respect of Steer Davies & Gleave Inc to appoint Carmen Correa Lafuente as Director, to join Alasdair Dawson, Rebekah Mantle, Steve Van Beek and Chris Amatuzzi.

- 1.2 The Board passed this Resolution

Hugh Jones

Hugh Jones

Chief Executive Officer

**CONSENT OF SOLE STOCKHOLDER
IN LIEU OF ANNUAL MEETING OF STOCKHOLDERS
OF
STEER DAVIES & GLEAVE INC.**

The undersigned, being the sole stockholder of Steer Davies & Gleave Inc., a Delaware corporation (the "Corporation") acting pursuant to Section 211(b) of the Delaware General Corporation Law, hereby adopts the following resolutions by written consent in lieu of an annual meeting of stockholders:

WHEREAS, the sole stockholder desires to elect Carmen Correa Lafuente to serve on the Board of Directors of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the following individuals, constituting the entire Board of Directors of the Corporation, are hereby elected or re-elected as directors of the Corporation, to hold office, subject to the By-Laws of the Corporation, until the next annual meeting of the stockholders of the Corporation and until their respective successor(s) are elected and qualify:

Alasdair Dawson (Chairman of the Board)
Rebekah Mantle
Steve Van Beek
Chris Amatuzzi
Carmen Correa
Lafuente

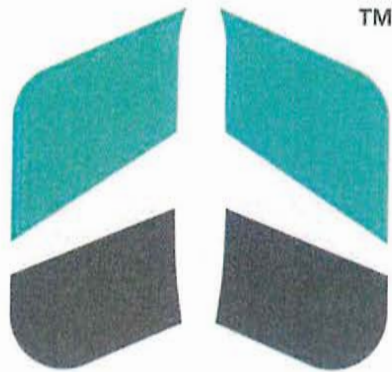
FURTHER RESOLVED, that each of the officers of the Corporation is hereby authorized and directed to execute any document or take any action, in the name and on behalf of the Corporation, which in his or her judgment is necessary to carry out the intent of the foregoing resolutions.

Dated: Dec 20, 2022

STEER GROUP LTD.

By:

Name: Hugh Jones, Director



**Hollywood
Burbank**
Airport

Airport Rules and Regulations

Effective Date:
July 1st, 2023

Hollywood Burbank Airport
2627 Hollywood Way
Burbank, CA 91505

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Chapter 1 – General

1.1 General Provisions

Hollywood Burbank Airport (Airport) is owned and operated by the Burbank-Glendale-Pasadena Airport Authority (Airport Authority), which is a separate government agency created under a Joint Powers Agreement (JPA) executed by the Cities of Burbank, Glendale, and Pasadena in 1977 pursuant to Government Code Section 6546.1. Under the JPA, the Airport Authority is specifically tasked with the acquisition, operation, repair, maintenance, improvement, and administration of the Airport.

All users of, and persons on, the Airport shall be governed by these Airport Rules and Regulations, and by other rules promulgated by the Airport Authority Executive Director (Director). These Airport Rules and Regulations may be changed or amended from time to time by the Director with approval from the Airport Authority Commission.

Airport tenants and badge holders must help ensure all visitors and other parties comply with all provisions of these Airport Rules and Regulations.

These Airport Rules and Regulations are supplemental to applicable federal, state, and local laws, and to the Airport Authority's contracts with airlines, concessionaires, contractors, and tenants. Insofar as possible, these Airport Rules and Regulations shall be interpreted such that a conflict with applicable laws and contracts shall not exist.

Further, if any provision of these Airport Rules and Regulations is held to be invalid, the remainder of these Airport Rules and Regulations shall remain in effect.

1.2 Requirement to Comply with Applicable Laws

Each person shall comply with applicable federal, state, and local laws that now exist or as hereafter shall exist.

1.3 AOA Considered to Be Public Property with Controlled/Restricted Access

The Air Operations Area (AOA) shall be considered public property with controlled/restricted access.

1.4 Emergency Powers/Authorities

The Director shall have the authority to take such actions as may be necessary to safeguard persons and property at the Airport, and to make and enforce such provisions, in addition to those provided herein, as shall be required in any emergency or abnormal condition or situation.

1.5 Definitions

Air Operations Area (AOA): The AOA consists of all areas contained within the airport perimeter fence at the Airport. This area is subject to all the requirements set forth in the Airport Security Program.

Air Traffic Control Tower (ATCT): The FAA Air Traffic Control Tower for the Airport.

Aircraft: A device used or intended to be used for flight in the air.

Aircraft Accident: An occurrence associated with an aircraft operation that takes place between the time any person boards the aircraft with the intention of flight and until such time as all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.



Aircraft Engine: An engine used or intended to be used for propelling aircraft, including turbo superchargers, appurtenances, and accessories necessary for its functioning.

Aircraft Incident: An occurrence other than an aircraft accident associated with an aircraft operation that affects or could affect the safety of future operations.

Airfield Service Vehicles: Vehicles that are routinely used in the AOA for airfield service, maintenance, or construction (e.g., maintenance trucks, airport operations, security, safety, airport police, aircraft rescue and firefighting, and tractors).

Airport: Hollywood Burbank Airport.

Airport Authority (BGPAA): Burbank-Glendale-Pasadena Airport Authority.

Airport Business: Any person that operates a business or not-for-profit activity at the Airport under a lease, concession agreement, operating agreement, permit, access agreement, contract, use agreement, purchase order, license, or other legal authority. The term "airport business" includes contractors, subcontractors, sublessees, and vendors.

Airport Certification Manual (ACM): An FAA-approved document that details how the Airport Authority will comply with 14 CFR Part 139 – *Certification of Airports*.

Airport Communication Center: The Airport Authority communication center that is tasked with making notifications to airport stakeholders regarding various events/activities including non-911 emergency communications, maintenance requests, documentation of system outages, and incidents.

Airport Fire: The aircraft rescue and firefighting department of the Airport Authority's airport management firm.

Airport Highways, Streets, or Roads: Any designated roadway and right-of-way established on airport property by the Director for use by motorized vehicles.

Airport Noise Rules: The airport noise rules set forth in Commission Resolution No. 471.

Airport Police: Burbank-Glendale-Pasadena Airport Authority Police Department.

Airport Security Program (ASP): A TSA-approved airport operator's manual that governs security-related activities, communications, and procedures covered under 49 CFR Part 1542 *Airport Security*.

Badging Office: The Airport Authority staffed office that is responsible for issuing identification badges to all employees with a need to access restricted and public areas of the Airport.

Business Day: Monday to Friday 8:00 a.m. to 4:30 p.m., not including holidays recognized by the Airport Authority.

Commission: Burbank-Glendale-Pasadena Airport Authority Commission.

Director: Burbank-Glendale-Pasadena Airport Authority Executive Director or such person's duly authorized designee.

Driver: Any person responsible for the direct control of a vehicle while the vehicle is in operation.

Emergency Vehicle: Vehicles of police departments, fire departments, ambulances, airport operations vehicles, and vehicles conveying an airport official or airport employee in response to any emergency call.



Federal Aviation Administration (FAA): Federal Aviation Administration of the U.S. Department of Transportation.

Field Pass: In the case of private vehicles operating in the T-Hangar and Tie-Down areas, an annual Airport Authority-issued sticker (field pass) that must be displayed in the vehicle rear window at all times.

Foreign Object Debris (FOD): Any object located in an inappropriate location that can cause injury to personnel and/or damaging aircraft.

Fueling Agent: A person or company that sells fuel products on the Airport.

Ground Service Equipment (GSE): Vehicles that are routinely used on the AOA to support aircraft operations (e.g., aircraft pushback tractors, baggage/cargo tractors or trucks, air conditioning and aviation fuel trucks).

Ground Transportation Operator: An individual, company, group, or organization that provides for-hire ground transportation services at the Airport. The term "ground transportation provider" includes taxis, hotel/motel shuttles, courtesy vehicles, door-to-door shuttles, off-airport parking shuttles, other shuttle bus operators, executive car services, and TNCs.

Instrument Flight Rules: Rules and regulations established by the Federal Aviation Administration to govern flight under conditions in which flight by outside visual reference is not safe.

Mobile Fueler: A bulk storage container onboard a vehicle or towed by a vehicle that is designed or used solely to store and transport fuel for transfer into or from an aircraft, motor vehicle, ground service equipment, or other oil storage container.

Movement Area: Runways, taxiways, and other paved areas (including associated safety areas) that are used for taxiing, takeoff, and landing and that are under the control of the ATCT.

Night: The time between the end of evening civil twilight and the beginning of morning civil twilight, as published in the American Air Almanac, converted to local time.

Non-movement area: Taxilanes, aprons, and other paved areas inside the AOA not under the control of the ATCT.

Obstruction: Any structure, growth, or other object (including a mobile object) in the vicinity of the Airport that exceeds height limitations established by federal regulations.

Person: Any individual, limited liability company, partnership, corporation, government agency, or other entity.

Piggybacking: The act of an individual not under an approved escort following someone through a secured door and failing to use their own badge and pin code.

Regulated Free Speech Activity: Charitable solicitation, leafletting, or picketing.

Restricted Area: Any area the Director designates as restricted under certain circumstances from time to time, either in writing or by means of maps or barriers, and in which persons without express permission to be there are not allowed.

Safety Area: A defined surface surrounding a runway, taxiway, or taxilane that has been prepared or is suitable for reducing the risk of damage to an aircraft in case of an unintentional departure from the paved surface as defined by the Airport Certification Manual.

Secured Area: A portion of the Airport, specified in the Airport Security Program, in which certain security measures are specified by federal regulations. This area is where aircraft

operators and airlines enplane and deplane passengers and sort and load baggage. This area includes ramps and aprons where commercial aircraft park.

Self-Fueling: Fueling or servicing of an aircraft by the owner of the aircraft or the owner's employees and using the owner's equipment. Self-fueling cannot be contracted out to another party.

Security Identification Display Area (SIDA): A portion of the Airport specified in the ASP in which security measures specified in 49 CFR Part 1542 are carried out. The boundaries of the established SIDA at the Airport are depicted in the materials provided in the Airport Authority's security training program and on a map held at the Airport Security Office.

SIDA Badge: The identification media authorized by the Director and the TSA to provide unescorted access to the SIDA. The SIDA badge is color coded to correspond to the area to which the badge holder has approved access. The SIDA badge may also be programmed to allow the badge holder access through security-controlled portals of the SIDA.

Smoking: Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. The term "smoking" includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Sterile Area: The area beyond the airport passenger security checkpoints that provides passengers access to board aircraft, and to which access generally is regulated by the TSA, through the screening of persons and property.

Substantial Damage: Damage or failure that adversely affects the structural strength, performance, or flight characteristics of the aircraft, and that would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or is damaged, bent fairings or cowling, dented skin, small puncture holes in the skin or fabric, ground damage to rotor or propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered substantial damage.

Taxi Hold Lot: The primary queue lot for taxis awaiting dispatch to the terminal area.

Terminal: Passenger terminal building.

Terminal Maintenance Activity: The performance of any maintenance related to the terminal or its associated systems beyond routine cleaning services.

Transportation Network Company (TNC): An organization, including a corporation, limited liability company, partnership, sole proprietor, or any other entity, that operates in California and provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.

Transportation Security Administration (TSA): Transportation Security Administration of the U.S. Department of Homeland Security.

Unmanned Aircraft System (UAS): An aircraft operated without the possibility of direct human intervention from within or on the aircraft, also referred to as a drone.

Ultralight vehicle: An aeronautical vehicle operated for sport or recreational purposes that does not require FAA registration, an airworthiness certificate, nor pilot certification in accordance with Federal Aviation Regulations.



Vehicle: Any conveyance, except aircraft, used on the ground to transport persons, cargo, and/or equipment.

1.6 Boundaries

The boundaries of the Airport shall include all land owned, leased, or otherwise controlled by the Airport Authority. Such land areas shall be shown on the FAA-approved Airport Layout Plan and incorporated herein by reference showing the boundaries of all such controlled areas.

Chapter 2 – Conduct

2.1 Damage to or Destruction of Airport Property

- 2.1.1 No person shall destroy, injure, damage, deface, or disturb in any way any Airport Authority building, sign, equipment, marker, structure, tree, flower, lawn, or property of any nature.
- 2.1.2 Any person causing or responsible for such injury, destruction, damage, or disturbance, including damage caused by the improper operation of a vehicle or aircraft, shall report such damage to the Airport Authority and, upon demand by the Director, shall reimburse the Airport Authority for the full amount of the damage(s).
- 2.1.3 Any Airport badge holder observing or discovering damage to Airport Authority property shall report such damage to the Airport Communication Center.
- 2.1.4 The cost of repair or replacement necessitated by any such damage or destruction shall be ascertained by the Director.

2.2 Health

- 2.2.1 Airport business personnel at the Airport are required to report any potential health hazards (e.g., blood/blood stains, unprotected syringes, etc.) to the Airport Communication Center immediately upon discovery.
- 2.2.2 Airport business personnel at the Airport are required to immediately report any known or suspected communicable disease or potential disease vector to the Airport Communication Center immediately upon discovery.

2.3 Right of Inspection

- 2.3.1 The Director may inspect all buildings, improvements, equipment, and activities at the Airport including fuel equipment, effluent and chemical discharges, fire detection systems, fire suppression systems, utilities, hazardous materials, and storm drains. Advance notice of inspection may be provided by the Director as a courtesy but is not required.
- 2.3.2 Nothing herein shall be construed to limit the use of any area or portion of any building space by authorized officers, employees, or agents of the Airport Authority, or by Airport contractors, or to prevent any police officer, firefighter, or any other public officer or employee from entering upon any building when properly required to do so in the performance of official duties.

2.4 Regulated Free Speech Activities

- 2.4.1 In order not to unduly interfere with the movement of persons, vehicles, aircraft, and property at the Airport, the Director has established designated locations on Airport property for persons to engage in regulated free speech activities. These locations are:
 - (i) for picketing - sidewalk at corner of N Hollywood Way and Airport Entrance; and
 - (ii) for charitable solicitation and leafletting - demarcated area of sidewalk in front of Terminal B adjacent to pathway between Terminal A and Terminal B. Individuals engaging in regulated free speech activities are permitted to do so within these

established locations and in accordance with the requirements set forth in sections 2.4.2 and 2.4.3.

2.4.2 Use of the aforementioned designated locations must conform to the following requirements:

2.4.2.1 The person or entity desiring to engage in the regulated free speech activity must submit an application to and obtain a permit from the Director. Within two business days of receipt of a complete application, the Director shall approve the permit unless one or more of the following findings is made: (i) The subject location has been reserved for another regulated free speech activity at the day and hour requested in the application; or (ii) the subject location is physically unsuitable for the size of the proposed regulated free speech activity so as to constitute a public safety hazard. If the permit is denied, the Director shall provide a written statement of the reasons for the denial.

2.4.2.2 Permits issued by the Director for use of a designated area for a regulated free speech activity shall be for a single continuous two-hour period. The permit shall state the start and end times of the two-hour period. Modification to the time period prescribed in the permit will require the submission of a new application.

2.4.2.3 To provide an equal opportunity for persons or entities to engage in regulated free speech activities, no more than two permits to utilize the designated locations will be issued to a single person or entity for a 48-hour period.

2.4.2.4 The permittee must keep an original copy of the permit on-site while engaging in the regulated free speech activity.

2.4.3 No person conducting a regulated free speech activity may:

2.4.3.1 Violate any other provisions of these Rules and Regulations.

2.4.3.2 Impair the safe operation of the Airport.

2.4.3.3 Unduly obstruct, delay, or interfere with the free movement of any vehicle or any person.

2.4.3.4 Use a sound or voice amplifying apparatus in or adjacent to the terminal.

2.4.3.5 Create a potential security threat by leaving equipment, bags, or other personal items unattended.

2.4.3.6 Use signage or materials beyond what can fit within the boundaries of the designated locations defined in 2.4.1. No signage may be affixed to Airport Authority property. The size of any signs cannot be larger than 24" x 24."

2.4.4 In the event of an emergency or situation on Airport property affecting the safety or security of people, vehicles, Airport property, or the air transportation system, the Director may alter, suspend, or revoke a permit immediately and without prior notice.

2.5 Improper Personal Conduct

2.5.1 No person shall engage in any improper conduct while on Airport property. Improper conduct includes: committing a felony or a misdemeanor; unlawfully possessing a firearm or other weapon; fighting, defecating, or urinating in public; gambling or

participating in other games of chance where money is involved; failing to cooperate with any Airport Authority officer or employee performing official duties; willfully assaulting or committing battery upon any person; threatening the safety of any person; recklessly or intentionally destroying property owned by any person; or acting in a manner intended or that is reasonably likely to cause physical injury to any person.

- 2.5.2 No person shall coerce, obstruct, delay, or interfere with the free movement of any other person, or seek to coerce or physically disturb any other person.
 - 2.5.3 No person shall impersonate or falsely indicate to the public that he or she is a representative of the Airport Authority, any airport business, or government organization.
 - 2.5.4 No person shall misrepresent his or her identity.
 - 2.5.5 No person shall touch, move, or take possession of another person's property (including baggage) except for Airport Authority and airline personnel carrying out official duties.
- 2.6 Proper Use of Facilities and Equipment
- 2.6.1 No person shall use any Airport facilities or equipment in a manner other than originally intended.
 - 2.6.2 All persons utilizing any Airport facility or equipment shall do so in compliance with all applicable instructions, standards, or other prescribed procedures.
 - 2.6.3 No person shall expectorate on the floors, walls, or other surfaces of the Airport, or use Airport property other than in a clean and sanitary manner.
- 2.7 Prohibition Against Feeding/Sheltering Wildlife or Interference with Wildlife Mitigation Activities
- 2.7.1 No person shall touch or tamper with any trap, exclusionary netting, or device used by the Airport Authority for wildlife mitigation/control.
 - 2.7.2 No person shall feed or shelter any wild animals or birds on Airport property except for animals that are being transported.
 - 2.7.3 No person shall contribute to or create a wildlife habitat or attractant on Airport property.
- 2.8 Drugs, Alcohol, and Intoxication
- 2.8.1 No person shall consume any alcoholic beverage except in places specifically designated for dispensing and consumption of alcoholic beverages.
 - 2.8.2 No person under the influence of alcohol, narcotics, or other controlled substances shall operate a vehicle or aircraft on the Airport.

2.9 Firearms, Weapons, and Explosive Materials

- 2.9.1 The carrying of firearms, weapons, and explosives on Airport property shall be conducted in compliance with applicable laws.
- 2.9.2 The open carry of weapons on Airport property is prohibited other than by on-duty licensed law enforcement officers or personnel approved by the Director.

2.10 Refuse Removal and Containers

- 2.10.1 All persons on Airport property shall properly dispose of all unused or abandoned food and food containers in trash receptacles.
- 2.10.2 No person shall dispose of garbage, papers, refuse, or other material on the Airport except in the receptacles provided for that purpose.
- 2.10.3 Refuse containers in public areas shall be covered.
- 2.10.4 No vehicle or container used for hauling trash, dirt, or any other material shall be operated on the Airport unless such vehicle or container is constructed and maintained so as to prevent the contents thereof from dropping, sifting, leaking, or otherwise escaping therefrom.
- 2.10.5 Areas to be used for trash or garbage containers shall be designated by the Director, and no other areas shall be so used. Such areas shall be kept clean and sanitary at all times.
- 2.10.6 No person shall search through refuse or garbage material that has been disposed of or abandoned by someone other than himself/herself or his/her employees.
- 2.10.7 Any large surplus equipment, broken items or supplies used in a leased space shall be disposed of properly. Items shall be transported off the Airport property by the lessee immediately and shall not be allowed to sit on designated loading areas or in hallways.
- 2.10.8 Hazardous waste shall be disposed of in accordance with applicable laws and shall not be placed in Airport trash or garbage receptacles.

2.11 Reflective Safety Vests/Clothing and Personal Protective Equipment (PPE)

- 2.11.1 All persons on the AOA shall wear a reflective safety vest or other reflective clothing at all times. This requirement does not apply to aircraft passengers traversing to or from an aircraft and transient flight and cabin crew or staff flight and cabin crew conducting duties associated with the inspection or operation of an aircraft in preparation for flight.
- 2.11.2 All persons working on any Airport highways, streets, or roads shall wear a reflective safety vest or other reflective clothing to comply with the U.S. Department of Transportation's Work Zone Safety and Mobility regulations (23 C.F.R. 630, subpart J or succeeding regulation).
- 2.11.3 All required reflective safety vests or other reflective clothing shall be ANSI/ISEA Type R (Roadway) or Type P (Public Safety) as appropriate, meet performance class 2 standards at a minimum, and be worn properly, which for a safety vest means that it is fastened in the front by using the zipper, button, Velcro, or another fastener which secures the front of the vest.

2.12 Foreign Object Debris (FOD)

- 2.12.1 Each Airport employee shall be responsible for the proper disposal of FOD on the AOA.
- 2.12.2 It is the responsibility of each lessee or other occupant of ramp and apron areas to place suitable containers, as determined by the Director, at every gate, remote aircraft parking area, cargo, and maintenance facilities at locations determined by the Director to encourage the proper disposal of FOD. Designated FOD containers must not be used for regular trash disposal.
- 2.12.3 All persons operating or conducting business on the AOA shall ensure that any owned/operated equipment that could be repositioned or moved by winds or other weather-related forces shall be properly secured at all times to ensure that the equipment will not move from its parked position. The cost of any damage to Airport Authority or tenant property that is caused by unsecured equipment shall be the responsibility of the owner/operator of the unsecured equipment.
- 2.12.4 Any Airport business operating on the AOA shall keep its leasehold clean and free of FOD at all times. The Director shall monitor all leaseholds within the AOA to ensure that they are properly clean and free of FOD. Any Airport business whose leasehold the Director deems to not be satisfactorily clean and free of FOD shall be notified in writing of the non-compliance and given 10 calendar days to sufficiently clean the leasehold. If the Airport business fails to clean the leasehold sufficiently, the Director may have the leasehold cleaned at the expense of the Airport business.

2.13 Duty to Report

All persons involved in or witnessing any accident, incident, or safety/security hazard involving persons, aircraft, vehicles, or other equipment occurring on the Airport shall contact the Airport Communication Center immediately to report the accident, incident, or safety/security hazard and make a report to Airport Operations and/or Airport Police as soon as possible, giving all pertinent information as requested.

2.14 Use of Airport Highways, Streets, Roads, and Sidewalks

- 2.14.1 No person shall occupy Airport highways, streets, roads, or sidewalks in such a manner as to hinder or obstruct their proper operation or use by others or to obstruct or hinder emergency responders.
- 2.14.2 No person shall drive any vehicle across or upon any lawn or grass area, sidewalk, or curb except by permission of the Airport Police officer on duty or except as necessary to service or maintain Airport facilities.
- 2.14.3 No person or vehicle shall travel on the Airport other than on the highways, streets, roads, sidewalks, or places provided for the use of that particular class of traffic.

2.15 Prohibition Against Obstruction or Interference with the Movement of Aircraft, Vehicles, Personnel, and Equipment

No person shall obstruct or interfere with the movement of aircraft, vehicles, personnel, and equipment.

2.16 Improper Sound Devices and Visual Displays

- 2.16.1 Sound trucks, sound amplifying devices, and amplified sound reproduction machines are prohibited on the Airport.
- 2.16.2 No person shall use the Airport public address system for the solicitation of business.
- 2.16.3 Excessive or prolonged use of horns, sirens, whistles, or other noise-generating devices is prohibited. This prohibition does not apply to Airport Authority personnel using horns, sirens, whistles, or other noise-generating devices in conduct of official duties.

2.17 Animals

- 2.17.1 Animals authorized to be on Airport property shall relieve themselves solely in the designated pet relief areas established by the Director.
- 2.17.2 No person shall allow or transport any animal onto the AOA unless it is properly leashed or restricted by other means as deemed appropriate by the Director to prevent the animal from interfering with Airport operations.

2.18 Open Flame/Smoking Restrictions

- 2.18.1 No person shall conduct any open flame operations in any hangar or elsewhere on the Airport unless specifically authorized by the Director in writing. Any open flame operations authorized by the Director shall be conducted strictly in accordance with applicable fire and safety regulations. Authorization shall not be granted until such operation has been investigated and it has been determined that there is no fire hazard to Airport property.
- 2.18.2 Open flame welding within 50 feet of aircraft fueling operations is prohibited. An operational fire extinguisher of the proper classification shall be present at the site during welding operations.
- 2.18.3 Smoking is prohibited on Airport property other than in designated smoking areas.
- 2.18.4 The Director is authorized to designate smoking areas at the Airport at least 20 ft. from any building entrance/exit point.

2.19 Lost and Found Items

Any person finding lost articles in any Airport common areas shall immediately turn them in to Airport Police. Articles unclaimed by their owners are subject to policies and procedures set forth by the Airport Authority. Nothing herein shall be construed to deny the right of scheduled airlines or other airport tenants to maintain "lost and found" services for property of their passengers, invitees, or employees as permitted by law.

2.20 Forgery and Counterfeit

No person shall make, possess, use, sell, barter, exchange, pass, or deliver any forged, counterfeit, or falsely altered pass, permit, identification badge, certificate, placard, sign, or other authorization purporting to be issued by or on behalf of the Airport Authority or other regulatory agency.

2.21 Proper Use of Elevators, Escalators, and Conveyor Systems

2.21.1 No person shall use an elevator, escalator, or conveyor system contrary to its intended use or posted restriction(s).

2.21.2 Escalators shall not be used with wheeled carts, wheelchairs, wheeled vehicles, strollers, walkers, unescorted children, or animals.

2.22 False Reports or Threats

No person shall make any threat involving aircraft or any facilities or operations at or on the Airport or make any false report regarding the conduct of operations at or use of the Airport.

2.23 Sporting Equipment and Recreation Activities on the AOA

No person shall engage in recreational activities or sporting events on the AOA unless approved by the Director. The Director may approve areas within the AOA for use as employee break areas.

2.24 Personal Appearance Standards

Each entity having personnel on Airport property shall require its employees, subcontractors, and/or independent contractors who work in public view and about the terminal to wear clean and neat appearing clothing (as appropriate to the job duties performed) and shall take all actions necessary to ensure their courteous, polite, and inoffensive conduct and demeanor.

2.25 Prohibition Against Squatting/Unlawful Occupation on Airport Property

2.25.1 The occupation of Airport property and facilities without authorization from the Director is prohibited.

2.25.2 The utilization of public areas of the Airport for excessive durations of time or for non-travel related purposes without authorization from the Director is prohibited.

2.26 Requirement to Remove Derelict, Non-Functional, or Unsafe Vehicles or Equipment

2.26.1 No tenant or lessee shall park or store a derelict, non-functional, or unsafe aircraft, vehicle, or piece of equipment in any area outside its leasehold without the approval of the Director.

2.26.2 Any derelict, non-functional, or unsafe aircraft, vehicle, or piece of equipment that is stored or parked within a tenant or lessee's leasehold for more than 30 days may be deemed derelict and subject to removal at the owner's expense as described in section 2.26.4.

2.26.3 No person shall park or store any vehicle in an Airport parking facility, in a parking facility under the control of an Airport tenant, or other area authorized for parking, that is unattended or inoperable for a period of 30 days or more without a written permit from the Airport tenant or the Director as applicable. Vehicles left unattended shall be presumed to have been abandoned and may be considered and treated as such.

2.26.4 Upon notification and demand by the Director, the owner or operator of any derelict, non-functional, or unsafe vehicle, aircraft, or piece of equipment shall remove the item at his/her own expense. If the owner or operator fails or refuses to remove such property by the deadline, the Director may cause the same to be removed, impounded,



and/or stored. The cost of such removal, impounding, storage, and any fees due at the time shall be a charge against the owner or operator of such property.

2.27 Parking and Storage of Personal Transportation Systems

Personal transportation systems (e.g., bicycles, scooters, unicycles, segways, roller skates, skateboard, etc.) shall only be parked, stored, or left unattended in designated areas established by the Director.

Chapter 3 – Aircraft Operations

3.1 Interference/Tampering with Aircraft

- 3.1.1. No person shall interfere or tamper with any aircraft, or put in motion the engine of such aircraft, or use any aircraft, aircraft part, instrument, or tool without permission of the owner.
- 3.1.2. No person shall release, throw, shoot, or propel any object in such a manner as to interfere with or endanger the safe operation of any aircraft taking off, landing, or operating on the Airport or any vehicle operating on the Airport.
- 3.1.3. No person shall use a laser or any other lighted device to interfere with the operation of an aircraft.

3.2 Compliance with Instruction Issued by Air Traffic Control and the Director

- 3.2.1. All aircraft in flight within the Airport's Class C airspace or in motion or parked on the runways, taxiways, aprons, hardstands, or ramps of the Airport shall comply with written or oral instructions issued by ATCT personnel and the Director.
- 3.2.2. All aircraft shall follow appropriate taxiway and runway guidance markings, lighting, and signage when operating on any portion of the Airport.

3.3 Dangerous or Negligent Operations

The Director may prohibit aircraft landing and taking off any time and under any circumstances when such operation is deemed likely to endanger persons or property, except for emergency landings. In addition, no aircraft shall be operated on the surface of any public landing area, public cargo ramp and apron area, or public aircraft parking and storage area:

- 3.3.1. In a careless or negligent manner.
- 3.3.2. In disregard of the rights and safety of others.
- 3.3.3. Without due caution and circumspection.
- 3.3.4. At a speed or in a manner that endangers persons or property.
- 3.3.5. While the pilot, or other person aboard, controlling any part of the operation thereof, is under the influence of intoxicating liquor, any narcotic, or dangerous drug or controlled substance.
- 3.3.6. If such aircraft is so constructed, equipped, or loaded as to unreasonably endanger or be likely to unreasonably endanger persons or property.

3.4 Aircraft and Aircraft Operator Requirements

- 3.4.1. All aircraft operating at the Airport shall display on board the aircraft a valid airworthiness certificate issued by the FAA or appropriate foreign government and display on the exterior of the aircraft a valid registration number issued by the FAA or appropriate foreign government.
- 3.4.2. No aircraft, excluding skid-equipped helicopters, shall operate on the Airport unless equipped with a tail wheel or nose wheel; and, in addition, the main gear wheels shall have operating brakes, unless, with the permission of the Director, who, before permission is given, shall investigate the circumstances under which such aircraft is to

be operated and determine that no danger exists to persons or property by reason of such operation. When any pilot of an aircraft that is not equipped with adequate brakes receives permission from the Director to taxi such aircraft, such pilot shall not taxi such aircraft near buildings or parked aircraft unless an attendant is at the wing of the aircraft to assist the pilot. An aircraft with wings and tail higher than five feet from the ground that does not have adequate brakes shall not be taxied on the Airport but shall be towed if it is necessary to move such aircraft.

- 3.4.3. All aircraft operating at the Airport are required to have all mandatory aircraft lighting systems, as required by the FAA, operational during times required by the FAA.
- 3.4.4. All persons operating aircraft on the Airport shall possess an appropriate license, issued by the FAA or appropriate foreign government.

3.5 Engine Run-Ups and Proper Operation of Aircraft Engines

- 3.5.1. Aircraft engines shall be run-up only in places and times approved for such purposes by the Director. All engine run-ups shall be coordinated with Airport Operations and ATCT.
- 3.5.2. At no time shall aircraft with engines running or engines being tested be left unattended.
- 3.5.3. At no time shall engines be started, run-up or operated when hangars, shops, offices, buildings, persons, equipment, passengers, or aircraft landing, parked, or taking off are in the propeller stream or jet engine exhaust.
- 3.5.4. No person shall start or run any aircraft engine unless a competent person fully qualified as required by federal or state regulations is in the aircraft attending the engine controls. Chocks shall always be placed in front of the main landing gear wheels before starting the engine or engines unless the aircraft is equipped with adequate brakes.
- 3.5.5. Any aircraft engines that are mounted to a free-standing support stand instead of an aircraft and are operational shall be properly secured prior to operation of the engine. If the support stand is on wheels, all the wheels of the support stand shall be chocked in front of and behind each wheel.
- 3.5.6. No aircraft engines shall be run at a terminal gate unless a sufficient number of attendants are present and properly positioned to prevent any person, vehicle, or other apparatus from being damaged or injured by operation of the engines. Permission shall also be received from ATCT and the Director prior to starting an engine at a terminal gate.
- 3.5.7. Cross-bleed engine starts are only allowed in locations approved by the Director.
- 3.5.8. Aircraft engine run-ups shall be done in compliance with the Airport Noise Rules (Reference Rules and Regulations 8.1 – Aircraft Noise Rules).

3.6 Unmanned Aircraft System (UAS), Ultralight Vehicles, and Motorless Aircraft

The operation of Unmanned Aircraft System (UAS, also commonly referred to as “drones”), motorless aircraft and/or ultralight vehicles, as defined by the FAA, is prohibited unless:

- 3.6.1. The operator has prior authorization from the Director and the ATCT; and

- 3.6.2. The aircraft/vehicle meets all other applicable requirements stated in these Airport Rules and Regulations, local laws, and governing sections of the Federal Aviation Regulations pertaining to this classification of aircraft/vehicle.

3.7 Authorized Aircraft Parking Areas

- 3.7.1. No person shall park an aircraft or leave an aircraft standing at any location on the Airport other than those areas designated for the parking of aircraft. The parking of any aircraft outside of areas designated for aircraft parking is prohibited without permission from the Director.
- 3.7.2. All parked aircraft shall have at least one main gear wheel chocked in the front and back of the wheel by using blocks/chocks and tie-downs in areas that are equipped with tie-down lines or points, or other approved devices except in cases where, in the opinion of the Director, proven procedures, such as those followed by the scheduled airlines, that are equally safe are employed.
- 3.7.3. Upon notification by the Director, the operator of any aircraft parked or stored at the terminal shall move such aircraft from the place where it is parked or stored to a location designated by the Director. If the operator refuses to comply with such direction, the Director may cause such aircraft to be removed to the designated place at the operator's expense, and without liability for damage that may result in the course of such movement.
- 3.7.4. All aircraft parked on non-leased aircraft parking areas shall have cones or another type of barricade approved by the Director at the outer edge of the wingtips, nose, and tail of the aircraft unless an exemption has been granted by the Director.
- 3.7.5. Cones or barricades placed to protect a parked aircraft shall not be placed on any vehicle service road or outside of an area designed for aircraft parking.
- 3.7.6. No person or entity shall reserve any non-leased aircraft parking position by any means without permission from the Director. The parking, placement, or staging of any equipment, barricades, or objects of any type on a non-leased aircraft parking spot for more than five minutes prior or after the aircraft's arrival or departure from the parking spot is prohibited without the permission of the Director.
- 3.7.7. Parking of aircraft such that any part extends beyond the leasehold is forbidden, and any damage to property caused by any part extending beyond the lease area will be the responsibility of the Airport tenant in violation.

3.8 Repairs in Designated Areas Only

Repairs to an aircraft or any aeronautical equipment shall not be performed outside of an Airport tenant's leasehold in any area of the Airport other than in areas specifically designated for such purposes by the Director. Additionally, the Director may restrict the types of maintenance activities that can be conducted in each designated area.

3.9 Aircraft Operating Under Special Flight Permits

Any aircraft operating with a special flight permit as defined under 14 CFR 21.197 shall receive approval from the Director prior to operating at the Airport.

3.10 Simulated Forced Landing

Simulated forced landings are forbidden within the Airport traffic area without approval of the ATCT and the Director.

3.11 Taxiing

3.11.1. No person shall taxi an aircraft until ascertaining by visual inspection that there will be no danger of collision with any person or object in the immediate area.

3.11.2. Aircraft shall be taxied in accordance with all directions given by the ATCT.

3.11.3. No person shall taxi an Aircraft on any vehicle service road at the Airport.

3.12 Aircraft Taxiing, Towing, or Repositioning

3.12.1. Personnel taxiing, towing, or otherwise repositioning aircraft shall be adequately and sufficiently trained by their employer to perform such operations.

3.12.2. If operating without escort from the Airport Authority, personnel must meet all applicable requirements for operating on the movement area, including Airfield Movement Area (AMA) driver training and identification of the AMA privilege on Airport-issued credentials.

3.12.3. If proceeding into the movement area, the tow crew or crew operating the aircraft must receive authorization from ATCT to proceed into the movement area and maintain contact with ATCT until clear of the movement area.

3.12.4. Businesses performing aircraft towing operations, taxiing, or otherwise repositioning aircraft are responsible for providing a sufficient number of personnel for each operation to ensure the safety of the movement.

3.12.5. Aircraft must not be taxied, towed, or otherwise moved on the Airport in a careless or negligent manner, in disregard of the safety of others, without caution, in any manner that endangers persons or property, and/or at a speed that prevents complete control.

3.12.6. Aircraft must not be taxied or towed on any vehicle service road unless approved by the Director.

3.12.7. Air carrier aircraft being towed or taxied must have its position lights turned on while operating between sunset to sunrise or during instrument flight rules (IFR) conditions.

3.13 Airport Operational Restrictions

The Director may issue a Notice to Air Missions (NOTAM) denying or restricting use of the Airport, its runways, taxiways, taxilanes, aprons, and parking areas for aircraft operations. Additionally, NOTAMs may be issued to advise aviators of conditions that exist at the Airport that may cause a hazard to aircraft but that do not deny use of the area. In the event that the Director believes the conditions at the Airport to be unsafe for aircraft operations, the Director may issue a NOTAM closing the Airport, or any portion of the Airport, until the Director determines conditions to be safe for aircraft operations.

3.14 Power Back from Terminal Gates Prohibited

The engines of turbojet aircraft shall not be used to propel the aircraft backwards from a terminal gate unless permission has been obtained from the Director and sufficient attendees are present to prevent injury or damage to any and all persons and equipment.

3.15 Aircraft Incidents and Accidents

In addition to all other reports required by other agencies, the pilot or operator of any aircraft involved in an accident or incident on the Airport causing personal injury or property damage shall immediately notify the Airport Authority. Upon request, the pilot or operator shall make a prompt and complete written statement concerning such accident or incident to the Director within 48 hours. When a written report of an accident or incident is required by Federal Aviation Regulations, a copy of such report shall also be submitted to the Airport Authority if requested by the Director.

3.16 Discharge of Aircraft Contents Prohibited

The discharge or release of any object from an aircraft while operating on the ground is prohibited except when an emergency situation requires such discharge of contents for the protection of life and property.

3.17 Removal of Disabled Aircraft

3.17.1. Aircraft owners, operators, and tenants shall be responsible for the prompt removal of disabled aircraft and parts thereof, unless required or directed to delay such action by the Director or an authorized federal agency.

3.17.2. When a disabled aircraft is blocking or delaying the use of any portion of the Airport, the owner or operator of the aircraft shall make immediate arrangements to have such aircraft moved as soon as an authorized representative of the Airport Authority and appropriate governmental agencies have authorized such movement. In the event that the removal of the aircraft is not initiated as soon as possible, or is not progressing at an acceptable rate, the Director may initiate action to remove the aircraft at the expense and risk of the aircraft owner. The aircraft owner and operator shall hold the Airport Authority harmless and free of liability for any damage to the aircraft from the removal operation.

3.18 Banner Towing Operations

No aircraft shall conduct banner towing operations at the Airport without receiving permission from the Director.

3.19 Hand Propping of Aircraft

Aircraft hand propping is not allowed unless no other means of starting an aircraft exists and all applicable Federal Aviation Regulations and guidance are followed. Pilots are solely responsible for liability resulting from hand propping of an aircraft. Two people (one to hand prop the aircraft and a second to handle the aircraft controls) are required to hand prop an aircraft.

3.20 Prohibition on Removal of Liened Aircraft

No person shall move or remove any aircraft from the Airport, or parts from such aircraft, when an official notice of lien has been posted upon such aircraft by the Airport Authority unless approved by the Director.

3.21 General Aviation Aircraft Parking at Terminals

No general aviation aircraft shall park at a terminal gate without the permission of the Director. Any general aviation aircraft that does park at a terminal gate shall immediately disembark from such gate when requested by the Director.

3.22 Trash Disposal from Aircraft

Airline and/or aircraft operators shall promptly dispose of all aircraft trash in appropriate receptacles.

All trash or refuse material brought into the Airport that is subject to the federal standards regarding the disposal of trash from countries or provinces outside of the United States of America shall be disposed of in adherence with all federal regulations.

3.23 Terminal Aircraft Pushback Operations

All aircraft pushing back from a terminal gate shall have a sufficient number of wing walkers present and properly positioned to assist with the pushback operation in order to prevent injury or damage to any and all persons and equipment. Wing walkers shall be in position for the duration of the pushback operation.

3.24 Terminal Towing Operations

3.24.1 Aircraft requiring towing must have two-way communication with ATCT or be under escort of a vehicle that is communicating with ATCT.

3.24.2 Wing walkers must be present and positioned to assist with towing operations when there is no taxilane centerline adjacent to the gate where the pushback is taking place, and there is no taxilane centerline adjacent to the gate where the aircraft is being repositioned. Wing walkers must accompany the aircraft until the aircraft and tow are established on the taxilane centerline.

3.24.3 Wing walkers are to be positioned to ensure the safety of other aircraft parked at adjacent gates along the towing path of gates in areas where there is no taxilane centerline.

3.25 Helicopter Operations on Airport Property

3.25.1. The Director may require helicopter operators who conduct regular operations on Airport property to submit a written plan detailing how they will safely operate into and out of their proposed landing site on Airport property. The Director may choose to conduct a Safety Risk Assessment (SRA) of the proposed landing site to identify any hazards and risk mitigation solutions. The findings of the SRA will then be submitted to the helicopter operator for consideration and, if required by the Director, corrective action. The Director may require that the hazards identified in the SRA be mitigated prior to allowing the helicopter operation to begin. The Director may require the helicopter operator to establish a heliport in compliance with FAA Advisory Circular 150/5390-2 (current edition) Heliport Design if deemed necessary.

3.25.2. Helicopters shall land to a runway and hover taxi via taxiways to their parking positions unless otherwise approved by the Director.

3.26 Prohibition Against Aircraft Interference with Vehicle Service Road

Aircraft shall not be parked on or over any designated vehicle service road.

3.27 Use of Chocks

- 3.27.1. Any parked aircraft or aircraft conducting an engine run-up shall have at least one wheel on its main landing gear chocked to prevent the movement of the aircraft unless the aircraft is tied down to the ramp with tie down lines.
- 3.27.2. Wheel chocks manufactured specifically for aircraft parking shall be used. The use of homemade wheel chocks or other items (e.g., rocks, pieces of wood, etc.) as wheel chocks is not permitted.

3.28 Radio Equipment Requirements

- 3.28.1. All aircraft based at or using Airport facilities shall be equipped with a properly functioning two-way radio that, under normal conditions, is capable of communicating with the ATCT.
- 3.28.2. Pilots of aircraft shall not land, taxi, or take off without clearance from the ATCT by radio or light signal.
- 3.28.3. Aircraft without fully operational radio equipment are prohibited from operating in the movement area unless approved by the ATCT. If the aircraft operation will be conducted while the ATCT is not in operation, then permission from the ATCT is not required.

3.29 Unauthorized and Non-Standard Painting on Ramp/Apron Areas

- 3.29.1. Any person desiring to paint new markings or to modify existing markings on any ramp/apron area inside the AOA, including within leaseholds, shall receive written approval from the Director prior to painting the markings.
- 3.29.2. Design drawings of the proposed painted markings shall be submitted to the Director for review and approval.
- 3.29.3. The Director may deny or require modifications to any proposed markings in the interest of safety and uniformity.
- 3.29.4. Any person who paints markings prior to receiving permission from the Director or who paints markings other than those approved by the Director, shall be required to remove the unapproved markings and shall be solely liable for the expense of such removal.

3.30 Balloon, Airship, Dirigible, and Other Lighter-Than-Air Aircraft Operations

- 3.30.1. No one shall operate a balloon, airship, dirigible, or other lighter-than-air aircraft at the Airport without the approval of the Director.
- 3.30.2. Any balloon, airship, dirigible, or other lighter-than-air aircraft permitted to land or take-off at the Airport shall use a mooring mast/tower, or another means acceptable to the Director for parking.

Chapter 4 – Terminal Operations

- 4.1 **No Loitering**
The utilization of the terminal for excessive durations of time or for non-travel related purposes, unless authorized by the Director, is prohibited.
- 4.2 **Protection of Public Safety**
Every Airport business operating in the terminal shall make the safety of the public the highest priority when conducting any operation.
- 4.3 **Proper Use of Common Areas (Non-Leased Areas)**
- 4.3.1. Any person utilizing common areas (non-leased areas) of the terminal shall do so in a safe manner to prevent injury or damage.
- 4.3.2. No portion of the common areas of the terminal shall be blocked off or barricaded to prevent utilization of the area without permission from the Director, except where such is required to protect life and property.
- 4.3.3. No portion of the common areas of the terminal shall be altered, modified, or improved in any way without the permission from the Director.
- 4.3.4. No Airport business shall place any signage or equipment of any kind in common areas of the terminal without permission from the Director.
- 4.3.5. Any Airport business that soils, dirties, or damages common areas of the terminal shall be responsible for cleaning the affected area.
- 4.3.6. Any person utilizing a designated lactation area shall do so in a manner consistent with its purpose.
- 4.4 **Proper Use of Common-Use Equipment**
- 4.4.1. Common use equipment associated with the terminal shall not be operated or utilized in a manner other than originally intended and in compliance with all published procedures/standards.
- 4.4.2. Common use equipment associated with the terminal shall be operated in a safe manner to prevent injury or damage.
- 4.4.3. Any Airport business that soils, dirties, or damages common use equipment associated with the terminal shall be responsible for repairing or restoring the equipment to its previous condition.
- 4.4.4. Common-use equipment associated with the terminal shall not be altered, modified, or improved in any way without permission from the Director.
- 4.5 **Prohibition Against Storage of Items in Common Use Areas**
No items of any kind shall be stored or left unattended in common areas of the terminal without prior authorization from the Director.

4.6 Requirement to Use Designated Entry/Exit Points

- 4.6.1. Any person entering the sterile area for non-airport business related purposes shall enter such area through and, after being properly screened at, a TSA security screening checkpoint.
- 4.6.2. All persons planning to board an aircraft shall enter the sterile area through and, after being properly screened at, a TSA security screening checkpoint.
- 4.6.3. Any person with a SIDA badge entering the sterile area for Airport business-related purposes shall do so through designated entry/exit points established by the Director.
- 4.6.4. Any person transporting materials or equipment into the sterile area shall do so through designated entry/exit points established by the Director and, as appropriate, shall be screened.

4.7 Coordination of Terminal Maintenance Activities

Any Airport business desiring to conduct a terminal maintenance activity shall coordinate and receive permission from the Director before such maintenance activity can be executed.

4.8 Proper Transportation of Materials Through Terminal

- 4.8.1. Proper precautions and safety measures shall be taken when transporting any item, equipment, or materials through the terminal to prevent injury to persons or damage to property.
- 4.8.2. Any loose items or materials being transported through the terminal shall be properly secured/covered to prevent them from becoming a hazard to other persons.
- 4.8.3. Any used cooking oil shall be transported in a sealed oil trolley specifically made for transporting oil. The container shall be sealed properly while the oil is transported, and any spills or drips shall be cleaned up immediately. Oil shall only be transported in the cargo elevators. Passenger elevators shall not be used for transporting oil.
- 4.8.4. Any prohibited items being transported through the terminal shall be done so in compliance with all TSA policies and the ASP.

4.9 Unauthorized Occupation of Vacant Areas

No Airport business shall use a vacant (non-leased) portion of the terminal without first receiving permission from the Director.

4.10 Compliance with Joint and Common Use Facility Policy

All Airport businesses in the terminal shall comply with the Joint and Common Use Facility Policy established by the Airport Authority. The Joint and Common Use Facility Policy may be amended from time to time by the Airport Authority and without prior notice.

Chapter 5 – Vehicle Operations Outside the AOA

This Chapter applies to the operation of all vehicles on Airport property at locations outside the AOA.

5.1 Proper Licenses to Operate a Vehicle

The driver shall have a license(s), certification(s), permit(s), or endorsement(s), as required by law for the type of vehicle being operated.

5.2 Vehicle Requirements

5.2.1. Any vehicle operated at the Airport shall be properly registered and licensed as required by the state the vehicle is registered in and, if applicable, the State of California and local jurisdictions.

5.2.2. All vehicles shall be sufficiently equipped and maintained to ensure they do not present a hazard.

5.3 Compliance with Posted Signage and Notices

Drivers shall comply with all posted signage and notices related to the operation of vehicles.

5.4 Compliance with Speed Limit

Drivers shall comply with all posted speed limit signage. If no speed limit is posted, it shall be assumed that the speed limit for such surface is not to exceed 15 miles per hour.

5.5 Requirement to Comply with All Instructions Issued by Airport Police and Airport Operations

Drivers shall comply with directions and instructions from Airport Police and Airport Operations.

5.6 Prohibition Against Unsafe or Negligent Operation

5.6.1. No vehicle shall be operated in a manner that creates an unreasonable risk of harm to persons or property, or while the driver is under the influence of any substance that impairs, impedes, or otherwise affects the ability of the driver to safely operate the vehicle, or if such vehicle is so constructed, equipped, or loaded as to create an unreasonable risk of harm to persons or property.

5.6.2. The utilization of a cell phone for any purpose (e.g., telephone calls, texting, utilization of applications, etc.) by the driver of a vehicle while the vehicle is in motion is prohibited unless the cell phone is being utilized through a hands-free device.

5.7 Designated Areas for Vehicle Operations

5.7.1. No person shall operate a vehicle outside of areas designated for vehicle operations by the Director. Areas authorized for vehicle operations include roadways, driveways, parking lots, parking garages, and other paved areas intended for vehicle operations. No vehicle shall be operated in any grass area without the permission of the Director.

5.7.2. Vehicles being used to deliver packages, goods, or other items/materials to an Airport business shall only conduct delivery operations in areas approved by the Director.

5.8 Designated Vehicle Parking Areas

- 5.8.1. No person shall park a vehicle for loading, unloading, or any other purpose on the Airport other than in the areas specifically established for such purpose and in the manner prescribed by signs, lines, or other means.
- 5.8.2. No person shall abandon any vehicle on the Airport.
- 5.8.3. No person shall park a vehicle on grass areas, or in a manner so as to obstruct roadways.
- 5.8.4. No person shall park a vehicle in any space marked for parking in such a manner as to occupy part of another marked space.
- 5.8.5. No person shall park or stop any vehicle in any reserved areas so marked, unless authorized to do so.
- 5.8.6. All employees of companies, organizations, or agencies having tenancy on the Airport shall park private vehicles on leased premises only or in designated employee parking lots.
- 5.8.7. Vehicles shall not be left running and unattended.

5.9 Right-of-Way for Pedestrians and Emergency Vehicles

Drivers must always yield the right-of-way to pedestrians and emergency vehicles.

5.10 Temporary Obstruction of Areas Where Vehicles Operate

Permission from the Director is required to park or stop a vehicle or piece of equipment in any area that will impede or obstruct the utilization of an area where vehicle operations occur. This may occur when maintenance activities need to be carried out on Airport roadways or facilities located adjacent to Airport roadways.

Chapter 6 – Vehicle Operations on the AOA

This Chapter applies to the operation of all vehicles on Airport property at locations on the AOA.

6.1 Operator Requirements to Operate a Vehicle on the AOA

For the purposes of this section, the term vehicle includes aircraft being taxied under their own power by a non-pilot or being towed with no intention for flight. Any person operating a vehicle on the AOA shall meet the following requirements:

- 6.1.1. Hold a valid SIDA badge that provides the security authorization to operate the vehicle in the area. The SIDA badge shall be kept on the person while operating a vehicle.
- 6.1.2. Hold a valid driver's license issued by the State of California or another government agency authorized to issue driver's licenses acceptable to the Director. This includes any required authorizations, endorsements, or certifications necessary for the particular vehicle being operated. The valid driver's license shall be kept on the person while operating a vehicle.
- 6.1.3. Hold a valid AOA driver's designation, depicted on the person's SIDA badge or other Airport-issued credential, to operate as designated in the non-movement area and/or movement area.
- 6.1.4. If a person does not meet the requirements set forth in 6.1, the person may only operate a vehicle on the AOA if properly escorted by an individual meeting the aforementioned requirements.

6.2 Vehicle Requirements for AOA Operations

Any vehicle operated on the AOA shall meet the following requirements:

- 6.2.1 Be properly painted, marked, signed, and/or lighted as required by the Airport Authority for operation on the AOA, including:
 - 6.2.1.1 Display of Company/Agency identification, or Field Pass issued by the Badging Office.
 - 6.2.1.2 Use of operable headlights and taillight during nighttime and low visibility conditions.
- 6.2.2 Be in a safe operating condition.
- 6.2.3 Meet all applicable vehicle safety standards and regulations for the type of vehicle being operated as required by the State of California.
- 6.2.4 Any vehicles that will operate in a movement area shall be equipped with a working VHF two-way radio to enable communication with ATCT. This requirement does not apply to vehicles that will only be operated in the non-movement area.
- 6.2.5 Any vehicle that does not meet the requirements set forth in 6.2 shall be escorted by a vehicle meeting the aforementioned requirements.

6.3 Prohibition Against Operating a Vehicle in a Manner Other than Originally Intended

No vehicle shall be operated in a manner other than the manner it was originally intended to be operated in.

- 6.4 Prohibition Against Open Riding on Vehicles
All persons on a moving vehicle shall be seated at a location on or in the vehicle established for an individual to be present on while the vehicle is in motion. Open riding in the back of a truck or other open storage vehicle is prohibited.
- 6.5 Requirement to Wear Seat Belts
Seat belts shall be worn by all persons occupying a vehicle where seat belts are provided.
- 6.6 Prohibition Against Unsafe or Negligent Operation
- 6.6.1. No vehicle shall be operated in a manner that creates an unreasonable risk of harm to persons or property, or while the driver is under the influence of any substance that impairs, impedes, or otherwise affects the ability of the driver to safely operate the vehicle, or if such vehicle is so constructed, equipped, or loaded as to create an unreasonable risk of harm to persons or property.
 - 6.6.2. The utilization of a cell phone for any purpose (e.g., telephone calls, texting, utilization of applications, etc.) by the driver of a vehicle while the vehicle is in motion is prohibited unless the cell phone is being utilized through a hands-free device.
 - 6.6.3. No vehicle, GSE, or equipment shall be operated in an unauthorized area, including areas temporarily designated as unauthorized.
- 6.7 Requirement to Comply with All Instructions Issued by Airport Authority Personnel
All persons operating a vehicle on the AOA shall comply with any and all directions and instructions from Airport Authority personnel.
- 6.8 Compliance with Posted or Marked Signage and Notices
Drivers shall comply with all posted or marked signage and notices related to the operation of vehicles including stop signs and yield to aircraft signs.
- 6.9 Speed Limits on the AOA
Vehicles on the AOA shall not exceed the posted speed limit when on the Airport perimeter road and shall not exceed 15 miles per hour when operating in any area where the speed limit is not posted. Vehicles shall not exceed 5 miles per hour when operating in close proximity to aircraft or equipment.
- 6.10 Requirement to Comply with the Requirements of the Airport's Driver's Training Program, Airport Certification Manual (ACM), and Airport Security Program (ASP)
Any person operating a vehicle on the AOA and any vehicle being operated on the AOA shall meet all applicable requirements established in the Airport Driver's Training Program, Airport Certification Manual, and Airport Security Program. Access to the full ASP is restricted. The Airport Authority will inform persons of the applicable portions of the ASP that they shall comply with through signage, notices, training, and other communication methods.
- 6.11 Ground Service Equipment (GSE) Requirements
- 6.11.1. Any Airport Business that operates GSE at the Airport shall comply with all GSE policies and standards established by the Director.
 - 6.11.2. If the Director imposes a GSE registration program, all Airport businesses must comply with the registration requirement by the stated implementation date and on an ongoing basis.

- 6.12 Parking or Storage of Vehicles and GSE Equipment Only in Authorized Areas on the AOA
- 6.12.1 Vehicles, GSE equipment, and other items/equipment shall only be stored within an Airport business' leased area or other areas authorized by the Director.
- 6.12.2 Vehicles must not be left running and unattended.
- 6.12.3 Keys/fobs must not be left in vehicles unattended.
- 6.12.4 Vehicles, GSE, and other equipment with wheels must have their parking brake set and at least one wheel blocked/chocked on both sides of the wheel.
- 6.13 Maintenance of Vehicles and GSE Equipment on the AOA
All vehicle and GSE equipment maintenance shall only be conducted inside an Airport business' leasehold or in another area authorized by the Director.
- 6.14 Limitation on Number of Baggage Carts
No vehicle shall tow more than four baggage carts at one time.
- 6.15 Vehicle Escorting Limitation
No more than three vehicles shall be escorted by a single escort vehicle. No more than five vehicles shall be escorted if front and back escorts (e.g., two escort vehicles) are used. Escort ratios exceeding these requirements may be approved by the Director.
- 6.16 Prohibition of Bicycle, Unicycle, Roller Skate, Skateboard, Shoes with Rollers, and Personal Transport System Operations on the AOA
The use of bicycles, unicycles, roller skates, skateboards, shoes with rollers/wheels, and any other personal transportation system (e.g., segways, tricycles, etc.) is prohibited without the approval of the Director.
- 6.17 Insurance Requirements for Vehicles Operating on the AOA
Any vehicle operating on the AOA shall meet any and all insurance coverage requirements established by the Director.
- 6.18 Use of Privately Owned Vehicles on the AOA
The use of privately owned vehicles on the AOA for business purposes is permitted as long as the vehicle owner and operator meet all the applicable requirements set forth in these Airport Rules and Regulations.
- 6.19 Right of Way for Aircraft, Emergency Vehicles, and Pedestrians
- 6.19.1 Any person operating a vehicle on the AOA shall give the right of way to all aircraft, emergency vehicles, and pedestrians.
- 6.19.2 All vehicles, GSE, and equipment must not cross behind or in front of an aircraft preparing to depart or taxiing from its parking position unless signaled to do so by wing walkers or a marshaller associated with the aircraft.
- 6.20 Zero-Tolerance for Alcohol and Drugs Policy on the AOA
The Airport has a zero-tolerance policy related to the use of alcohol and drugs on the AOA.

6.21 Securing and Covering Load Requirements

Any person operating a vehicle on the AOA carrying materials or other items shall ensure that all materials and items are sufficiently secured to the vehicle to ensure that they do not fall off. Additionally, any open loads shall be covered to prevent items from exiting a vehicle.

6.22 Inspection of Tires and Vehicles to Prevent FOD on the AOA

Prior to entering the AOA, any person operating a vehicle is required to sufficiently inspect the vehicle to ensure there are no loose items on the vehicle or materials stuck in the tires that could become FOD on the AOA.

6.23 Vehicle Operations in Terminal Secured Area/AOA

6.23.1 Mobile fuelers, vehicles, or equipment must not reverse from a static position unless a safety guide is present on any portion of the AOA in the terminal area.

6.23.2 No vehicle, GSE, or other equipment may operate on a terminal taxilane while it is occupied by an aircraft unless directly associated with the push-back operation of an aircraft.

6.23.3 No vehicle, GSE, or other equipment may operate on the taxilane between T-Point and Terminal A ramp while the taxilane is occupied by an aircraft.

6.23.4 No vehicle may operate on the service road immediately west of the approach end of Runway 26 while an aircraft is departing Runway 26, landing on Runway 8/26, or otherwise operating on Runway 8/26 until the aircraft has turned to exit the runway.

Chapter 7 – Ground Transportation

7.1 Requirement to Obtain Permission from the Airport Authority

Ground transportation operators shall obtain permission from the Director to operate at the Airport prior to commencing a ground transportation operation. Ground transportation operators shall meet any and all rules and requirements established by the Director pertaining to their particular type of operation and shall pay all fees prior to commencing operation.

7.2 Operation Only in Designated Areas

Ground transportation operators are only permitted to operate in areas designated by the Director for their particular type of operation. The Director may establish separate passenger pick-up and drop-off areas for ground transportation operators.

7.3 Prohibition Against Unsafe or Negligent Operation

No ground transportation operator shall operate a vehicle in a manner that creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of any substance that impairs, impedes, or otherwise affects the ability of the driver to safely operate the vehicle, or if such vehicle is so constructed, equipped, or loaded as to create an unreasonable risk of harm to persons or property.

7.4 Queueing and Use of Hold Lot

Ground transportation operators shall comply with all queuing procedures and standards established by the Airport Authority. Where applicable, ground transportation operators required to use a designated hold lot shall do so until allowed to drive to the designated area for passenger pick-up.

7.5 Right of Inspection/Access

The Director may inspect ground transportation operator vehicles at any time without advance notice.

Chapter 8 – Noise and Environmental

8.1 Airport Noise Rules

The Commission has established the Airport Noise Rules to minimize aircraft noise impacts on the community. These rules, and the enforcement actions pertaining to violations of the rules, are published on the Airport's website and are available for review at the Noise & Environmental Department.

- 8.1.1. Rule 8 pertains to activities prohibited during the noise-sensitive hours between 10:00 p.m. and 7:00 a.m. Prohibited activities include, no intersection takeoffs, no maintenance engine run-ups, and no flight training operation (See Airport Noise Rules for details).
- 8.1.2. Rule 9 is a specific curfew standard between 10:00 p.m. and 7:00 a.m. Aircraft which create noise greater than a certain limit may not use the Airport during these nighttime hours (See Airport Noise Rules for details).
- 8.1.3. Any pilot in command or maintenance facility violating the provisions of the rules may, in the discretion of the Airport Authority and in addition to any other remedies (including injunctive remedies) available, be subject to civil penalties for each violation.
- 8.1.4. The noise fine associated with certain restricted operations in Rules 8 and 9 are subject to an annual increase in accordance with the annual adjustment of noise violation fines required by Resolution No. 382.

8.2 Trash Disposal and Recycling Requirements

- 8.2.1. Airport businesses shall establish a program (approved by the Director) to ensure the proper containment, storage, and disposal of trash.
 - 8.2.1.1. Trash containers shall be covered to prevent trash from escaping containment.
 - 8.2.1.2. Trash containers shall be emptied at a frequency sufficient to prevent accumulation of trash beyond what the container is designed to hold.
 - 8.2.1.3. Hazardous waste containers (e.g., syringe disposal containers, biohazard containers) shall be placed in appropriate areas as required by the State of California – Occupational Health and Safety Program (referred to as CAL-OSHA).
- 8.2.2. Airport businesses shall establish a recycling program (approved by the Director) and encourage recycling with all persons associated with the business.
 - 8.2.2.1. Recycling containers shall be covered to prevent recycling materials from escaping containment.
 - 8.2.2.2. Recycling containers shall be emptied at a frequency sufficient to prevent accumulation of recycling materials beyond what the container is designed to hold.
- 8.2.3. Hazardous Waste/Universal Waste Recycling - Airport businesses shall comply with U.S. Environmental Protection Agency (EPA), Resource Conservation and Recovery Act (RCRA), Certified Unified Program Agencies (CUPA) and other applicable laws.
 - 8.2.3.1. Airport businesses shall obtain their own federal, state, and local permits, as applicable to their business.

- 8.2.3.2. Airport businesses shall promote the collection and recycling of hazardous waste/universal waste.
- 8.2.3.3. Airport businesses shall encourage the development of recycling programs to reduce the quantity of these wastes going to municipal solid waste landfills or combustors.
- 8.2.3.4. Universal waste regulations require that materials be managed in a way to prevent releases to the environment and tailors those requirements to each type of universal waste.
- 8.2.3.5. Standards for universal waste include labeling, requirement to respond to releases, transport to a facility that is permitted or otherwise designated for receiving hazardous waste.
- 8.2.3.6. All hazardous waste generators shall determine if their waste is hazardous and shall oversee the ultimate fate of the waste.
- 8.2.3.7. Generators shall ensure and fully document that the hazardous waste that they produce is properly identified, managed, and treated prior to recycling or disposal. The degree of regulation that applies to each generator depends on the amount of waste generated.

8.3 Industrial General Stormwater Permit

The Industrial General Permit regulates industrial storm water discharges and authorized non-storm water discharges from industrial facilities in California. The State Water Resources Control Board and the Los Angeles Regional Water Quality Control Board (collectively, Water Boards) implement and enforce the Industrial General Stormwater Permit. The Industrial General Stormwater Permit requires the development of a Storm Water Pollution Prevention Plan.

- 8.3.1. Airport businesses shall comply with the Airport Authority's Stormwater Pollution Prevention Plan (SWPPP) and all future revisions that may be made to the SWPPP.
- 8.3.2. The SWPPP has a set of minimum Best Management Practices (BMPs) that are used to control sources of unauthorized non-stormwater discharges such as spills, leakage, and dumping. The Environmental Department emails a detailed list of the Airport's BMPs on an annual basis and are made available upon request.
- 8.3.3. Minimum BMPs include Good Housekeeping, Preventive Maintenance, Spill and Leak Prevention and Response, Material Handling and Waste Management, Erosion and Sediment Controls, Employee Training Program, and Quality Assurance Record Keeping.
- 8.3.4. The Airport Authority may implement additional or advanced BMPs or other control measures in order to attain compliance with the receiving water limitation if a discharge causes or contributes to an exceedance of a water quality standard.

8.4 Spill or Release Notification and Cleanup

- 8.4.1. All Airport businesses shall comply with all U.S. EPA regulations and obtain their own Spill Prevention Control and Countermeasures (SPCC) plan. See Airport's BMPs on Spill and Leak Prevention and Response.
- 8.4.2. Airport businesses and individuals shall immediately report all fuel and motor oil spills and other hazardous materials and hazardous waste spills (including lavatory cart,

deicing fluid, hydraulic fluid, etc.) to the Airport Communication Center regardless of the amount.

- 8.4.3. It is the responsibility of the Airport business to contain and clean up the spill or release within their business or associated with their operations.
- 8.4.4. Airport businesses are responsible for making all notifications required by federal, state, and local regulations for releases resulting from their operations.
- 8.4.5. Airport businesses shall inform the Director of all notifications they have made to external agencies as required by federal, state, and local regulations.
- 8.4.6. No person shall allow solid or liquid (including any new or waste restaurant fry oil) to be placed or poured into any interior floor drains and utility access holes.
- 8.4.7. No person shall allow unauthorized solid or liquid (including any new or waste restaurant fry oil) to be placed or poured into any sewer connections.
- 8.4.8. Chemicals shall be stored in a manner to minimize the potential for spills and to prevent a spill from reaching any drains.
- 8.4.9. No person shall allow any solid or liquid to be discharged to any exterior drains, inlets, or utility access holes.

8.5 Deicing

- 8.5.1. Aircraft deicing shall only be conducted in areas approved by the Director and in accordance with rules and procedures established by the Airport.
- 8.5.2. Products and procedures used for deicing shall not be used without prior approval by the Director.
- 8.5.3. Deicing fluid left on the ground after deicing an aircraft shall be cleaned up.
- 8.5.4. Procedures implemented for deicing shall include provisions for containment and cleanup.

8.6 Construction Stormwater Regulations

- 8.6.1. Airport businesses shall comply with the Water Boards' Construction General Permit.
- 8.6.2. Construction activities covered under this permit includes but is not limited to clearing, grading and disturbances to the ground such as stockpiling, or excavation.
- 8.6.3. A complete list of construction activities covered under the Construction General Permit can be found in Order 2009-009-DWQ (amended by 2010-0014-DWQ and 2012-006-DWQ) from the California EPA State Water Resources Control Board.
- 8.6.4. Airport businesses shall develop their own SWPPP and set of BMPs (approved by the Director) to control sources of non-storm water discharges that may contribute significant pollutant loads to receiving water.
- 8.6.5. Measures to control spills, leakage, and dumping, and to prevent illicit connections during construction shall be addressed through structural as well as non-structural BMPs.

8.7. Clean Construction Policy

- 8.7.1. All construction activity performed on Airport property must comply with the Airport Authority's clean construction policy.

Chapter 9 – Fire Safety and HAZMAT

9.1 Right-of-Entry

Whenever necessary to make an inspection to enforce any of the provisions of this Chapter, or whenever Airport Fire has reasonable cause to believe that there exists on any premises on the Airport any condition that makes such building or premises unsafe, Airport Fire may enter such building or premises at all reasonable times to inspect the same; provided that, if such building or premises is occupied, Airport Fire shall first present proper credentials and demand entry; and if such building or premises is unoccupied, Airport Fire shall first make a reasonable effort to locate the lessee or other persons having charge of the building or premises and demand entry. If such entry is refused, Airport Fire shall have recourse to every remedy provided by law to secure entry.

9.2 Airport Fire Codes Adopted by Reference

The following documents, and any future updates to them, have been approved by the Airport Authority and are incorporated into these Rules and Regulations by reference.

9.2.1. NFPA 101 – *Life Safety Code*

9.2.2. NFPA 407 – *Standard for Aircraft Fuel Serving*

9.2.3. NFPA 410 – *Standard on Aircraft Maintenance*

9.2.4. NFPA 704 – *Standard System for the Identification of the Hazards of Materials for Emergency Response*

9.2.5. Title 14 Code of Federal Regulations Part 139 – *Certification of Airports*

9.2.6. The Airport's FAA-Approved Airport Certification Manual (ACM)

9.2.7. FAA Advisory Circular 150/5230-4 – *Standards and Procedures for Fuel Storage, Handling, Training, and Dispensing on Airports*

9.2.8. Current Fire Standard(s) Adopted by City of Burbank Fire Marshal

9.2.9. Department of Transportation Regulations

9.3 Fueling of Aircraft While an Aircraft Engine is in Operation

The fueling of an aircraft while an engine of the aircraft is in operation is prohibited unless conducted in accordance with procedures established by the Airport Authority.

9.4 Fueling and Fuel Storage Equipment Maintenance

Fueling pumps, meters, hoses, nozzles, fire extinguishers, and grounding and/or bonding devices shall be kept in proper working condition at all times and shall be subject to inspection by the Director at any time. All aircraft fuel service trucks shall have an approved dust cap attached to each nozzle, or other type of configuration to ensure that no dust or debris is allowed to enter the nozzle end.

9.5 Fuel Spill Notifications

9.5.1. Airport businesses shall immediately report all fuel spills and/or HAZMAT spills to the Airport Communication Center regardless of the amount.

- 9.5.2. It is the ultimate responsibility of the Airport business to contain and clean up the spill or release within their business or associated with their operations and make all appropriate federal, state, and local notifications as required by law.

9.6 Use of Volatile Liquids

No person shall use flammable/combustible liquids in the cleaning of aircraft, aircraft engines, propellers, appliances, or for any other purpose, unless such operations are conducted in an approved open-air location, or in a room specifically set aside and approved in accordance with the International Fire Code.

9.7 Cleaning Fluids

The use of volatile flammable solvents for cleaning floors is prohibited.

9.8 Care of Floors, Aprons, Ramps, and Other Areas

9.8.1. Airport businesses shall keep the floors of their respective hangars, ramps, aprons, and other facilities free and clean of oil, grease, or other flammable or combustible materials or liquids.

9.8.2. Airport businesses shall take every precaution possible to prevent the leaking of any chemical, compound, or other material onto any floor, apron, ramp, or other flat surface.

9.8.3. Any chemical, compound, or other material that does leak onto a floor, apron, ramp, or other area shall be cleaned up immediately by the party responsible for the aircraft, vehicle, facility, or equipment the leak is originating from.

9.8.4. Any aircraft, vehicle, or other equipment that is leaking shall immediately have drip pans placed under it and shall be repaired as soon as possible to prevent further leaking.

9.9 Storage of Flammable Substances

9.9.1. Gasoline, oil, waste fuel, and other flammable substances shall not be stored on the apron and ramp areas in excess of amounts actually needed as current stock. Any material of this type that is kept at the Airport shall be kept enclosed and covered in a clearly marked and labeled housing of a design and type that meets all applicable requirements and standards.

9.9.2. Each drum or container shall be labeled in letters at least 3 inches high with "No Smoking," "Flammable," and the tenant's name. Drums shall be stored on a spill pallet or by some other means, approved by the Director, containing any potential spill of the largest amount anticipated.

9.9.3. Enough absorbent material to remediate a spill of the largest amount of fuel on hand shall be kept readily accessible to any such flammable liquids storage area. No such flammable liquids storage area shall be inside any building unless in an approved explosion proof flammable liquids storage room or closet.

9.9.4. No cylinders or flasks of compressed flammable gases shall be stored in hangars.

9.9.5. No person shall store, handle, or transport Class A, Class B or Class C flammable and/or combustible material(s) upon the Airport without prior approval from the Airport Authority.

9.10 Hazardous Materials and Dangerous Goods Requirements

9.10.1. Hazardous Materials

Airport businesses or other persons who handle, store, transport or use hazardous materials at the Airport shall comply with all applicable adopted codes, standards, and regulations. All shippers shall obtain product-specific training and certification in the safe handling of all hazardous materials under their control. The proper handling of hazardous material training shall be product specific. Training records shall be made available upon request. The Director may limit and/or exclude any type, quantity, or use of hazardous materials at the Airport. The Director may inspect all premises where any hazardous material is handled, stored, or used. Secondary containment shall be provided for all liquid hazardous materials.

9.10.2. Dangerous Goods

The transportation of any and all Dangerous Goods, as defined by the International Civil Aviation Organization (ICAO), shall be properly handled, transported, and stored in accordance with all federal and state regulations.

9.11 Proper Maintenance of Fire Extinguishers and Fire Suppression or Alarm Systems

All fire extinguishers, fire suppression systems, and/or fire alarm systems shall be maintained in proper working order to sufficiently fulfill their intended function at all times. If an Airport business or any other person becomes aware of a fire extinguisher, fire suppression system, or fire alarm system that is unable to perform its intended function, the Airport Communication Center shall be notified immediately of the issue. Repairs to the system or a replacement shall be enacted as quickly as possible to ensure proper fire protections. If repairs or a replacement is not available within a time frame suitable to the Director, the Director may require the Airport business to undertake other fire protection techniques (e.g., fire watch, etc.) to ensure a sufficient level of protection.

9.12 Fueling Activity

9.12.1 Fueling Agents

No person or entity may offer fuel products for sale to others until meeting all applicable requirements of these Rules and Regulations, including requirements regarding compliance, equipment, training, and the receipt of written authorization from the Director.

9.12.2 Self-Fueling

No person or entity may perform self-fueling until meeting all applicable requirements of these Rules and Regulations, including requirements regarding compliance, equipment, training, and the receipt of written authorization from the Director.

9.12.3 Right-of-Inspection

The Director may make unannounced inspections of facilities/equipment, training records, and/or other records from time to time to ensure compliance with any provision of these Rules and Regulations.

9.12.4 Re-Inspection

If the Director must re-inspect a mobile fueller and/or fuel storage facility following a



fueling agent inspection, a re-inspection fee will be assessed as specified in Appendix A of the Rules and Regulations.

9.12.5 Equipment

9.12.5.1 No piece of equipment, such as a mobile fueler or fuel storage device, may be put into service until the Director performs an initial inspection and all other necessary actions.

9.12.5.2 Equipment in operation for fueling purposes must display the appropriate inspection decal issued by the Airport Fire Department.

9.12.5.3 Any equipment out of service must be placarded as such and must not be used for fueling purposes until it is repaired.

9.13 Right to Back-Charge

The Director reserves the right to back-charge Airport businesses for the cost of resources, personnel time, and/or material used to resolve or clean-up a spill.

Chapter 10 – Commercial Activity

10.1 Prerequisites for Commercial Activities

10.1.1. No person shall engage in any business or commercial activity of any nature whatsoever on the Airport except with the prior written approval of the Director, and under such terms and conditions as may be set forth in a permit issued by or a contract executed with the Airport.

10.1.2. Anyone conducting a business or commercial activity at the Airport shall obtain insurance of such types and in such amounts as may be determined from time to time by the Director. Such insurance shall contain a statement naming the Airport Authority as an additional insured. All such insurance policies shall provide for a minimum of 30 days' notice to the Airport Authority prior to cancellation. The Airport Authority shall have no duty to issue lease agreements or permits, or to pay or perform under contract until evidence of adequate insurance shall have been delivered to the Airport Authority. All businesses shall be prohibited from commencing work until the proper notification of insurance has been delivered to the Airport Authority.

10.2 Cal/OSHA Compliance Required

Airport businesses are required to comply with all applicable regulations, requirements, and standards established under the State of California's Occupational Safety and Health (OSHA) program commonly referred to as Cal/OSHA.

10.3 Construction Safety Standards

Any Airport business conducting any kind of construction, maintenance, or modification activity is required to abide by any and all construction safety standards established by the Director.

10.4 Commercial Activity Notification Requirement

Any Airport business planning to conduct an approved non-routine maintenance, construction, or modification activity at the Airport shall contact the Airport Communication Center upon their arrival and departure to ensure the Airport Authority is aware of the activity.

10.5 Photography/Filming/Recording Activities

10.5.1. No person, except representatives of the news media on duty or during official assignments, shall take still, motion, television, or sound pictures for commercial purposes on the Airport without the express written consent of the Director.

10.5.2. Any person conducting commercial photography, filming, or recording activities of any kind on Airport property shall comply with all policies and standards established by the Director related to the activity and shall immediately comply with any directives/instruction issued by the Director during such operation to minimize impacts on the continued operation of the Airport.

10.6 Prohibition Against Recording Aircraft Registration Information

The recording of any aircraft registration information by persons or Airport businesses other than those servicing or handling such aircraft is expressly prohibited without the written permission of the aircraft owner, operator, or his/her designee.

10.7 Changes/Improvements to Leased Premises

- 10.7.1. No Airport business shall effect structural changes, undertake construction activities, complete additions (including signs or displays of any type), or complete repairs/non-routine maintenance activities to any Airport Authority-owned buildings without prior written permission of the Director.
- 10.7.2. No Airport business shall effect changes to any existing non-Airport Authority owned facility located on Airport property, construct a new facility on Airport property, or complete surveying work on Airport property without prior written permission from the Director.
- 10.7.3. Airport businesses shall furnish any and all documentation regarding the proposed changes or construction, in a quantity specified by the Director, to the Director for review and approval.
- 10.7.4. Any Airport business that makes changes/improvements to its leased premises without first receiving approval from the Director shall be required to return the premises to its original condition prior to the unauthorized change/improvement at the discretion of the Director.

10.8 Facility, Equipment, Vehicle, and Personnel Appearance Standards

- 10.8.1. Airport businesses shall require employees, subcontractors, and/or independent contractors who work in public view and about the terminal buildings to wear clean and neat attire (as appropriate to the job duties performed) and to display proper identification. Uniforms and dress code shall be professional. Those not in uniforms shall dress in a way that is conducive to a professional environment.
- 10.8.2. Airport businesses shall maintain all facilities, equipment, vehicles, and other items that they are responsible to maintain in a clean, well-maintained, and orderly appearance as determined by the Director.

10.9 Cleanliness and Pest Control

- 10.9.1. Airport businesses shall ensure all their facilities are sufficiently clean and orderly to reduce the attraction of bugs, rodents, or other wildlife.
- 10.9.2. Airport businesses shall take action to control bugs, rodents, or other wildlife upon becoming aware of their presence or when directed to do so by the Director.
- 10.9.3. Airport businesses wishing to remove or mitigate any wildlife or wildlife habitats in their leasehold shall notify the Airport Authority of the proposed action and ensure any removal or mitigation activities are completed in compliance with applicable laws. The Airport Authority shall be held harmless in the event that the Airport Business violates federal, state, or local regulations related to the removal of wildlife or wildlife habitats.

10.10 Planting and Maintenance of Vegetation

- 10.10.1. Any Airport business wishing to plant any vegetation outside of a building shall receive approval to do so from the Director. Any such vegetation shall not be a wildlife attractant, such as a fruit-bearing plant or otherwise habitat creating.
- 10.10.2. Any unauthorized vegetation that is planted without the Director's approval shall be removed by the Airport business at its expense.
- 10.10.3. Any Airport business responsible for landscaping on its leasehold shall maintain it in such a way to avoid being a wildlife attractant or safety/security issue.

10.11 Signage

The approval of the Director is required prior to the posting, installation, or establishment of any signage on Airport property in public view.

10.12 Decorations

No Airport business shall decorate any public view area to celebrate, commemorate or support any cause, event, or holiday without a prior request to and written authorization from the Director.

10.13 Improper Sound Devices and Visual Displays

10.13.1. No Airport business shall utilize any sound amplifying device to play music, recordings or make announcements in any public area unless approved by the Director. This specifically excludes the normal utilization of the Airport's public address system for regular flight boarding announcements.

10.13.2. No Airport business shall establish or utilize any visual displays in the public area without the approval of the Director.

10.14 Special Events Outside of Leased Premises

Any Airport business that would like to hold an event outside of its leased premises shall make a written request to the Director at least 10 days prior the event. The Airport business will be required to comply with any requirements set forth by the Director regarding the event.

10.15 Proper Storage of Equipment

10.15.1. Any Airport business that stores equipment or other items within the public's view shall ensure that the equipment is stored in an orderly fashion to maintain a professional appearance.

10.15.2. No Airport business shall store equipment or other items outside of its leased premises without the approval of the Director. Airport businesses operating at the Airport under an agreement other than a lease (e.g., permit, agreement, etc.) shall only store equipment or other items in areas specifically approved by the Director for that purpose.

10.16 Requirements Related to Leased Premises Being Vacated

Any Airport business vacating a facility on Airport property is required to comply with all policies and procedures established by the Director related to vacating a facility. This includes completing a walk-through of the facility to be vacated with Airport Authority staff, repairing/correcting items required by the Director, providing documentation on the facilities as requested, returning SIDA badges (if applicable), providing keys or other access means to the facility, and documentation of any improvements made to the facility.

10.17 Requirement to Provide Access to Cameras

An Airport business that owns a security camera(s) shall, when requested by the Director, provide access to such camera feeds or recordings.

10.18 Moratoriums on Construction or Maintenance

The Director may impose moratoriums on construction and/or maintenance by Airport tenants for specified dates in all or any portion of the Airport. Any exception to the moratorium is at the discretion of the Director.

Chapter 11 – Security

11.1 Airport Police Powers

Airport Police have full police powers and authority to enforce all laws, ordinances, orders, rules, and regulations at the Airport.

11.2 Compliance with TSA Regulations and Airport Security Program

All persons on Airport property are required to comply with all TSA regulations and requirements and all provisions of the Airport's TSA-approved ASP.

11.3 Unauthorized Access and Security of AOA, SIDA, and Other Restricted Areas

11.3.1. It shall be prohibited for any person to enter or be upon the AOA, SIDA, or other restricted areas except:

11.3.1.1. Persons displaying a current SIDA Badge, or another valid credential approved in the ASP for access to the area.

11.3.1.2. Persons under the escort of someone displaying a current SIDA Badge or another valid credential approved in the ASP for access to the area.

11.3.1.3. Passengers, crew, or other individuals under the direct supervision of someone displaying a current SIDA Badge and that are entering the AOA for the purpose of embarkation or debarkation of an aircraft.

11.3.2. It shall be prohibited for any person with a SIDA badge to:

11.3.2.1. Facilitate unauthorized access to any access-controlled area to another SIDA badge holder unless approved by the Director.

11.3.2.2. Bypass an access-controlled device by failing to present a valid SIDA badge or other valid credential approved in the ASP. It is prohibited for a SIDA badge holder to piggyback another individual to gain access to a higher security area outlined in the ASP or an otherwise restricted area.

11.3.2.3. Fail to comply with appropriate terminal boarding door procedures as specified by the Director.

11.3.2.4. Fail to secure an access-controlled point, including doors, pedestrian and vehicle gates, conveyor belt system, and other means of entry or exit from the AOA, SIDA, or other restricted area. This includes failure to standby at a malfunctioning access-controlled point until an authorized Airport Authority representative arrives and relieves the individual. Authorized Airport Authority representatives are designated by the Director of Operations.

11.4 Requirement to Submit to Search

At the request of Airport Police, all persons, equipment, or materials entering the SIDA are required to submit to Airport Police for search.

11.5 Development and Implementation of Security Plans, Procedures, and Systems

11.5.1. Airport businesses with facilities with direct access to the AOA shall develop and implement security plans containing the following:

- 11.5.1.1. A drawing of the lease area, showing the footprint of the facility to include any doors, gates, or fencing to be used as deterrents to prevent unauthorized AOA access.
 - 11.5.1.2. The location of each gate, opening, or other means of controlling access to the AOA.
 - 11.5.1.3. Surveillance, locking systems, or other methods of preventing unauthorized movement through the access points, both during and after hours.
 - 11.5.1.4. Provision for escort or supervision on the AOA by a person displaying authorized identification, pursuant to 11.3 of this Chapter.
- 11.5.2. Each plan shall be submitted to the Director for review and approval prior to commencing a new operation or proceeding with any changes or modifications to an existing facility on the Airport.

11.6 Display of Security Identification Display Area (SIDA) Badge

All persons with a SIDA badge shall:

- 11.6.1. Only use the SIDA badge for business purposes.
- 11.6.2. Display the SIDA badge in accordance with the ASP at all times.
- 11.6.3. Ensure the SIDA badge is current and valid.
- 11.6.4. Immediately report to the Airport Authority upon discovery that their badge is not in their possession.
- 11.6.5. Immediately return to the Airport Authority all SIDA badges that are expired, invalid, or not expected to be used again (e.g., badge holder being terminated, contractor ceasing operations, etc.).

11.7 Airport Tenant Responsibilities

All Airport tenants shall:

- 11.7.1 Notify the Airport Authority of terminated employees who have SIDA badges within 24 hours of termination.
- 11.7.2 Notify the Airport Authority of suspended employees who have SIDA badges within 24 hours of suspension.

11.8 Requirement to Challenge

If any person holding a SIDA badge witnesses another person in the SIDA without a SIDA badge and not being properly escorted, the SIDA badge holder shall challenge the unbadged/ unescorted individual and require the individual to display a SIDA badge. If the individual cannot produce a SIDA badge, the individual shall be reported to the Airport Communication Center. The individual with a SIDA badge shall stay (if possible) with the unbadged individual until the Airport Police arrives.

11.9 Security Violation

Any violation of the provisions established in the ASP may result in a security violation under federal regulations.

11.10 Escorting Standards and Requirements

11.10.1 All persons within the SIDA without a valid SIDA badge shall be under the escort of an individual with a valid SIDA badge. The person with a valid SIDA badge that is escorting an unbadged individual is responsible for ensuring that the unbadged individual is escorted in compliance with the requirements established under the ASP.

11.10.2 No more than five persons may be escorted by an individual SIDA badge holder unless approved by the Director.

11.11 Authority to Revoke SIDA Badge and SIDA Badge Ownership

11.10.1. All SIDA badges are the property of the Airport Authority.

11.10.2. The Director may suspend or revoke a person's SIDA badge or access to particular areas of the Airport for violations of the ASP or if the Director believes the individual presents a safety or security risk to the Airport.

Chapter 12 – Enforcement and Penalties for Non-Compliance

12.1 Authority for Enforcement

The Director has the authority to enforce all the provisions set forth in these Airport Rules and Regulations. All persons on any part of the property comprising the Airport shall be governed by these provisions and by other directives from the Director relative to the use or occupation of property within the Airport. This includes any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including aircraft operators; vehicle operators; aircraft crewmembers and passengers; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; and entities conducting business at the Airport). All such permission granted is conditioned upon full and complete compliance with these Airport Rules and Regulations, and all other applicable regulatory measures that may be promulgated by the Airport Authority from time to time.

12.2 Notice of Violation Program

12.2.1. Airport personnel authorized by the Director have the authority to issue a Notice of Violation (NOV) to any person or Airport business found to be in violation of any provision of these Rules and Regulations or any supplemental policies regarding the enactment of these Rules and Regulations issued by the Director.

12.2.2. Violations of these Airport Rules and Regulations and supplemental policies issued by the Director may be punishable with remedial training and retesting at the end of the training session, an administrative fine, suspension or revocation of AOA driving privileges, suspension or revocation of escorting privileges, SIDA badge suspension and/or SIDA badge revocation, or exclusion from the Airport depending on the number and severity of the violations. An administrative fine may only be imposed on an Airport business or an employee or agent of an Airport business.

12.2.3. The Airport maintains a Violation Enforcement Program Schedule specifying the typical penalties applicable for violations of various provisions of these Rules and Regulations and any supplemental policies. The Violation Enforcement Program Schedule is incorporated into these Rules and Regulations as Appendix A.

12.2.3.1. The Director may publish additional information and guidance regarding the enactment of the Violation Enforcement Program Schedule.

12.2.3.2. The Violation Enforcement Program Schedule may be updated from time to time by the Director without prior notice.

12.2.3.3. Based on the severity of a given violation, the Director may issue a more severe violation under the Violation Enforcement Program Schedule.

12.2.4. The Director may take enforcement actions beyond what is specified in the Violation Enforcement Program Schedule if deemed necessary to protect the safety and security of the Airport's continued operation.

12.3 Right of Removal

Airport Police may immediately remove any individual from the Airport property when necessary to protect the safety and security of the Airport's continued operation.

12.4 Appeal of a Notice of Violation (NOV)

12.4.1. NOV appeals will only be heard for an NOV resulting in an administrative fine of more than \$100 or if the NOV results in the individual's SIDA badge being deactivated for 5 days or more.

12.4.2. Any person desiring to appeal an NOV shall submit the appeal in writing to the Director no more than 10 days after the issuance of the NOV. The appeal shall provide a detailed explanation of why the NOV is unfounded and should be overturned.

12.4.3. The Director has 10 days to review the written appeal and schedule an appeal review meeting with the person who received the NOV to discuss and review the appeal.

12.4.4. After conducting the appeal meeting, the Director has 10 days to make a decision whether to uphold the appeal and rescind the NOV or not. The Director's decision regarding the appeal shall be provided to the individual in writing. The decision of the Director shall be final.

12.5 Administrative Fine Payment and Remedial Training/Retesting Deadline

12.5.1. An administrative fine imposed by a non-appealable NOV shall be paid within 48 hours of NOV issuance, unless the Director provides written authorization for an alternative deadline.

12.5.2. An administrative fine imposed by an appealable NOV shall be paid within 10 days after NOV issuance unless a timely appeal is filed. If a timely appeal is filed and is denied by the Director, then the administrative fine imposed by that NOV shall be paid within 48 hours of the Director's decision.

12.5.3. A remedial training/retesting deadline imposed by an NOV shall be completed by the deadline established by the Director.

12.6 Civil Penalties Charged to the Airport

Any monetary civil penalty or fee charged to the Airport as the result of any action or inaction by any person or entity that violates a federal, state, or local law, or regulation shall, at the discretion of the Director, be paid by the person or entity responsible for the violation.

Appendix A – Violation Enforcement Program Schedule

Security – Chapter 11	Class I Violations	Class II Violations	Class III Violations
First Offense	\$50	\$75	\$100 & 5-Day Badge Suspension
Second Offense	\$75	\$100 & 5-Day Badge Suspension	\$150 and 10-Day Badge Suspension
Third Offense	\$100 & 5-Day Badge Suspension	\$150 & 10-Day Badge Suspension	Badge Revoked
Vehicle Operations – Chapter 6		Penalty	
First Offense		\$50	
Second Offense		\$75 & 5-Day Badge Suspension	
Third Offense		Driving Privilege Revoked	
Environmental – Chapter 8 (except 8.3)		Penalty	
First Offense		\$50	
Second Offense		\$75 & 5-Day Badge Suspension	
Third Offense		Badge Revoked	
Aircraft Noise – Chapter 8.3		Refer to Aircraft Noise Rules Program	
All Other Chapters		Penalty	
First Offense		\$50	
Second Offense		\$75 & 5-Day Badge Suspension	
Third Offense		Badge Revoked	
Company Violations		Penalty	
First Offense		\$500	
Second Offense		\$1,000	
Each Subsequent Offense (after Second Offense)		2x Prior Penalty Amount	
Re-Inspection Fee		\$100	

Note: All personal violations require re-watching the relevant IET video. No provision in this schedule prohibits revoking privileges or revoking a badge for egregious/willful violations.

Each violation will stay on record for 12 consecutive calendar months after issuance. Violations within chapters will count towards the total number of offenses.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Ricondo & Associates, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated June 26, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Ricondo & Associates, Inc. ("Consultant"), an Illinois 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: independent fee estimate services for Terminal Replacement Supplemental Environmental Impact Statement.

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. "Airport Rules and Regulations": May 4, 2020 Restated Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Contract Administrator": John T. Hatanaka or a duly authorized designee.

C. "Contract Limit": \$12,000.

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

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

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

G. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit B.

H. "Liabilities": any actual 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.

- A. I. "Proposal": Consultant's May 23, 2023 proposal set forth in the attached Exhibit
- J. "Services": the tasks set forth in the Proposal.
- K. "TBI": TBI Airport Management, Inc.

2. Services.

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

B. Consultant shall perform all work at a degree of skill ordinarily exercised by members of the same profession in similar circumstances 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 June 26, 2023 -and shall expire upon completion of performance by the parties unless earlier terminated.

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

4. Compensation.

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

B. Upon completion of the Services, Consultant shall submit to the Authority an invoice itemizing the work performed during the billing period and the amount due. Within 10 business days of receipt of the invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of the 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. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. COVID-19 Exposure Notice. If Consultant learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Consultant in the performance of the Services, then Consultant shall notify the Authority of that fact within one business day. Consultant's obligation under this section shall survive expiration or termination of this Agreement.

8. 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.

9. 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.

10. 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.

11. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. 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 to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant'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.

12. 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.

13. 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.

14. 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 fifth 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: John T. Hatanaka
E-mail: jhatanaka@bur.org

Consultant
Ricondo & Associates
20 N. Clark Street, Suite 1500
Chicago, IL 60602
Attn: R. Dougal Trezise, P.E.
E-mail: dtrezise@ricondo.com

15. 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. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

16. 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.

17. **Exhibits.** Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

18. **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.

19. **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.

Ricondo & Associates, Inc.

By:  _____

Print Name: R. Douglas Trezise

☐ Chairperson ☒ President ☐ Vice President

By: _____

Print Name: _____


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

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

Burbank-Glendale-Pasadena Airport Authority

Frank R. Miller, Executive Director

Approved as to form:



Richards, Watson & Gershon
A Professional Corporation



May 23, 2023

Mr. John Hatanaka
Senior Deputy Executive Director
Burbank-Glendale-Pasadena Airport Authority
Hollywood Burbank Airport
2627 Hollywood Way
Burbank, California 91505

RE: Independent Fee Estimate for Terminal Replacement Environmental Impact Statement

Dear Mr. Hatanaka:

Ricondo & Associates, Inc., (Ricondo) is pleased to submit this cost estimate to provide professional consulting services related to the preparation of an independent fee estimate (IFE) for services related to the preparation of the Terminal Replacement Supplemental Environmental Impact Statement (EIS) at Hollywood Burbank Airport.

It is our understanding that the Authority will provide the Scope of Services and a blank budget spreadsheet prepared by the EIS consultant identifying tasks and sub-tasks and job classifications. Our work effort will include identifying and entering the numbers of hours by job classification for each task and sub-task into the spreadsheet. It is our assumption that the Scope of Services provided has been reviewed and approved for the proposed project by the Federal Aviation Administration (FAA). Thus, Ricondo will not provide comments on the content of the Scope of Services. The deliverable for this task will be a detailed independent fee estimate identifying hours by job classification using the spreadsheet provided.

The cost estimate for the work described above is a not-to-exceed budget of \$12,000. Our time would be billed on a time and materials basis. We estimate that we would be able to complete this work within approximately one week after receiving notice to proceed, the proposed Scope of Services, and a blank budget spreadsheet, assuming that we would be able to receive answers to any questions that we may have on the draft scope of work for the project in a timely manner. Please let us know if you have any questions or need additional information.

Sincerely,

RICONDO & ASSOCIATES, INC.

A handwritten signature in black ink that reads "Stephen Culberson".

Stephen Culberson
Senior Vice President

ENCLOSURE

cc: John Williams

Table 1

Burbank-Glendale-Pasadena Airport Authority
Hollywood Burbank Airport (BUR)
Independent Fee Estimate - Terminal Replacement EIS (Supplemental)

DESCRIPTION	MANHOURS BY CATEGORY					TOTAL HOURS	EXPENSES	TOTAL
	OFFICER	DIRECTOR	MANAGING CONSULTANT	SENIOR CONSULTANT	TECH SPECIALIST 1			
	\$407	\$341	\$289	\$249	\$199			
Prepare Detailed Cost Estimate	8	8	20	-	-	36	\$ -	\$ 11,764
Proposed Budget	8	8	20	0	0	36	\$ -	\$ 11,764
								\$ 12,000

PREPARED BY: Ricondo & Associates, Inc., May 2023

EXHIBIT B
Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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 Indemnites, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

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

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

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

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

EXHIBIT C
Non-AIP Project Federal Requirements

For purposes of this Exhibit, references to "Contractor" shall be deemed to refer to Consultant.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];

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 USC § 1681, et seq).

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor 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 Sponsor 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, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

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

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

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / RS&H California, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated June 26, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and RS&H California, Inc. ("Consultant"), a California corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: supplemental environmental impact statement analysis for the Replacement Passenger Terminal 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. "Airport Rules and Regulations": May 4, 2020 Restated Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Commencement Date": June 26, 2023.

C. "Contract Administrator": Patrick Lammerding or a duly authorized designee.

D. "Contract Limit": \$394.336.

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

F. "FAA": Federal Aviation Administration.

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

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

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

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

K. "Liabilities": 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.

L. "MOU": the Memorandum of Understanding between the FAA and the Authority set forth in the attached Exhibit D.

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

N. "TBI": TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the FAA's instructions, the Federal Requirements, the MOU, 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 FAA or the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire upon completion of the services unless earlier terminated.

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

4. Compensation.

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

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. Airport Rules and Regulations. Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

7. COVID-19 Exposure Notice. If Consultant learns that any Authority or TBI employee has a potential COVID-19 exposure from contact at the Airport with a qualifying individual (as defined in Labor Code Section 6409.6) employed by Consultant in the performance of the Services, then Consultant shall notify the Authority of that fact within one business day. Consultant's obligation under this section shall survive expiration or termination of this Agreement.

8. 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.

9. 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.

10. 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.

11. Indemnification.

A. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. 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 to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant'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.

12. 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.

13. 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.

14. 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: Patrick Lammerding
Deputy Executive Director
E-mail: PLammerding@bur.org

Consultant
RS&H California, Inc.
369 Pine Street, Suite 610
San Francisco, CA 94104
Attn: Joseph P. Jackson
Project Officer/President
E-mail: joe.jackson@rsandh.com

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

16. 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.

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

18. 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.

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

[SIGNATURES ON FOLLOWING PAGE]

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

RS&H California, Inc.

By: Joseph P. Jackson

Print Name: Joseph P. Jackson

☐ Chairperson ☒ President ☐ Vice President

By: David J. Full

Print Name: David J. Full

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

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

Burbank-Glendale-Pasadena Airport Authority

Frank R. Miller

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

*BOB HOPE
"HOLLYWOOD
BURBANK"
AIRPORT
REPLACEMENT
TERMINAL
ENVIRONMENTAL
IMPACT
STATEMENT (EIS)
COURT
REMANDED
WRITTEN RE-
EVALUATION
SCOPE OF
SERVICES*

MAY 2023

RS&H



*BOB HOPE
"HOLLYWOOD
BURBANK"
REPLACEMENT
TERMINAL
ENVIRONMENTAL
IMPACT STATEMENT
(EIS) COURT
REMANDED WRITTEN
RE-EVALUATION
SCOPE OF SERVICES*

Volume No. 2
May 2023
Burbank/Los
Angeles County,
California

Financial Project No.:
00000
Contract No.:
000-000
RS&H No.:
1026-0044-000

Prepared by RS&H, Inc. at the
direction of Federal Aviation
Administration

RS&H

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BOB HOPE "HOLLYWOOD BURBANK" AIRPORT REPLACEMENT TERMINAL ENVIRONMENTAL IMPACT STATEMENT (EIS) COURT REMANDED WRITTEN RE- EVALUATION SCOPE OF SERVICES

This document describes the technical approach to the scope of services necessary to prepare the Court remanded written re-evaluation (written re-evaluation) requested by the Ninth Circuit Court of Appeals associated with the Environmental Impact Statement (EIS) for the replacement terminal project at Bob Hope "Hollywood Burbank" Airport (Airport). As applied, these tasks will meet all necessary requirements of the Ninth Circuit Court of Appeals as well as the National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) regulations, Federal Aviation Administration (FAA) Order 1050.1F, *Environmental Impacts: Policies and Procedures*, FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*, other FAA Orders, guidance, Advisory Circulars (ACs), all special purpose laws, and federal, state, and local laws and regulations.

TASK 1 SCOPE DEVELOPMENT

RS&H has prepared this draft written re-evaluation scope of services (scope of services) for review by the Federal Aviation Administration (FAA) and the Burbank-Glendale-Pasadena Airport Authority (Authority). Following review, the scope of services will be defined and a level of effort/detail, depth of analysis, and costs of accomplishing each task will be identified. This portion of the process will begin with the verification and identification of the analyses to be included in the supplemental NEPA documentation. It is anticipated that the draft scope of services will be reviewed by the FAA, as well as the Authority, and that RS&H will need to make refinements before the scope of services is finalized and a contract is executed. RS&H will coordinate with the FAA and the Authority and anticipates two (2) rounds of revisions before the scope of services is finalized. It is assumed that one (1) electronic version of the final scope of services will be needed to complete the Independent Fee Estimate (IFE), which RS&H will provide in a format required to complete the IFE, along with a blank fee spreadsheet to use in the IFE.

Task 1 Deliverables

The following deliverables are anticipated for Task 1:

- » RS&H will deliver one (1) electronic version of the draft scope of services in Word format to the FAA and the Authority for review and comment.
- » RS&H will deliver one (1) electronic version of the revised draft scope of services in Word format to the FAA and Authority for review and comment.
- » RS&H will deliver one (1) electronic version of the final scope of services in PDF format to the FAA and Authority and a blank fee sheet to use for the IFE.

Task 1 Meetings

The following meetings are anticipated for Task 1:

- » Up to two (2) RS&H staff will participate in a maximum of two (2) conference calls to discuss comments and/or responses to comments on the scope of services.

TASK 2 DATA COLLECTION

RS&H will identify additional data needed to be used in the written re-evaluation. It is anticipated that the additional data will be focused on the construction schedule including times and days for construction, the equipment to be used during each construction phase, the identification of when types of construction equipment would be used simultaneously, and the overall timing of each construction phase.

Task 2 Deliverables

The following deliverable is anticipated for Task 2:

- » RS&H will submit one (1) electronic version of the data request list that identifies additional data needed to prepare the written re-evaluation.

Task 2 Meetings

No meetings are anticipated for Task 2.

TASK 3 CONDUCT SUPPLEMENTAL ANALYSES

The subtasks below outline the supplemental analyses needed to satisfy the decision by the Ninth Circuit Court of Appeals. The Ninth Circuit Court of Appeals outlined supplemental analyses needed related to construction noise in the following four specific areas:

- » construction noise for when multiple pieces of construction equipment are in use at the same time for each phase of construction;
- » a comparison of the construction noise levels with the City of Los Angeles's noise standards;
- » potential noise impacts on environmental justice communities based on the construction noise for when multiple pieces of construction equipment are in use at the same time for each phase of construction; and
- » cumulative noise based on the construction noise for when multiple pieces of construction equipment are in use at the same time for each phase of construction. A discussion as to why aircraft noise metrics and construction noise metrics cannot be combined will be provided.

Task 3.1 Construction Noise

Based on the decision by the Ninth Circuit Court of Appeals, RS&H will supplement the EIS's construction noise analysis specifically to model multiple pieces of construction equipment in use simultaneously. RS&H will model construction equipment using the Federal Highway Administration's (FHWA) Roadway Construction Noise Model (RCNM), version 2.0. The RCNM requires the use of ambient noise measurements as part of the analysis. Therefore, ambient noise measurements will be conducted at five

separate locations identified from the EIS¹ taken over the course of seven days (i.e., one week). Measurements will be obtained using type 1 precision sound level meters, which will continuously log sound levels and record audio of significant events.

The RCNM will model construction noise for various construction activities (e.g., demolition, road construction, etc.) for each construction year for each of the five locations when multiple pieces of construction equipment are used simultaneously. Quantitative assessment of construction noise will include calculations of noise propagation from heavy construction equipment and pile driving anticipated for the proposed project at up to five specified locations.

The details of the construction effort provided by the Authority (collected as part of Task 2) will be used to calculate construction noise exposure throughout the time periods of days when construction will occur. The detailed calculation methods for construction are based on the quantities of construction equipment, schedule of construction efforts, and construction equipment noise source levels using the equations provided in Section 5 of the RCNM User's Manual.

To improve efficiency and accuracy of the construction noise predictions, the SoundPLAN model will be used to carry out these predictions implementing the same general methodology prescribed in the RCNM User's Manual.

If needed, construction noise mitigation measures will be evaluated to reduce noise levels at nearby sensitive land uses. There are several approaches to mitigating construction noise, which would be outlined in a Construction Noise Mitigation Plan and may include:

- » Construction noise lot line limits, which typically include a Leq limit (20 minutes to 30 minutes) and a maximum noise limit.
- » Operational or equipment restrictions: It may be necessary to limit the types of construction equipment that can operate in a given area at a given time to reduce noise levels at sensitive land uses to acceptable levels.
- » Temporary noise barriers.
- » Construction noise enforcement plan to ensure compliance with the Construction Noise Mitigation Plan. This would be established for the project by the construction contractor prior to construction.
- » Public information and response procedures, which typically include making the public aware of upcoming construction activities and providing a complaint line or contact mechanism (e.g., email) to address public concerns if they arise.

¹ The five proposed locations for the ambient noise measurements include the closest noise sensitive site to the southeast Quadrant (1,400 feet); the closest noise sensitive site to the northeast Quadrant (930 feet); the closest noise sensitive site in Census Tract 1232.03, Block Group 1; the closest noise sensitive site in Census Tract 1232.04, Block Group 1; and the closest noise sensitive site in Census Tract 3105.01, Block Group 3.

Results of the construction noise analysis will be documented in a technical report that will be of sufficient detail to be included as an appendix to a written re-evaluation.

Using the RCNM outputs, RS&H will update the construction noise section (Section 4.11.4.3) of the Noise and Noise-Compatible Land Use section from the EIS to discuss the potential construction noise impacts on the closest noise sensitive sites (i.e., residences) to the southeast quadrant and northeast quadrants identified in the EIS. The updated section will discuss the results from the RCNM modeling, and the Noise appendix will be updated to include the RCNM modeling.

Task 3.2 City of Los Angeles Noise Standards

As required by the Ninth Circuit Court of Appeals and for disclosure purposes only, RS&H will include in the discussion the results of the RCNM modeling compared to the City of Los Angeles's noise standards.

Task 3.3 Environmental Justice

The EIS identified two census tracts with minority populations, Census Tract 1232.03 and 1232.04. The City of Los Angeles commented that the EIS should have looked at block groups rather than the census tracts. If the EIS had looked at block groups, three block groups have a minority population more than the EIS threshold of fifty percent. Two of those block groups are already in the two census tracts discussed in the EIS. The third block group is not in a census tract with a minority population percent greater than fifty percent. RS&H will update the environmental justice section from the EIS (Section 4.12.2.4) to discuss construction noise impacts based on the RCNM modeling results completed in Task 3.1 on the two census tracts with a minority population as reported in the EIS. Additionally, RS&H will discuss construction noise impacts based on the RCNM modeling results completed in Task 3.1 on the one block group with a minority population that the City of Los Angeles commented on.

Task 3.4 Cumulative Impacts

RS&H will update the list of cumulative projects from Table 3.16-1 in the EIS that includes those projects that are currently under construction or projected to be constructed during the same time frame as the project outlined in the construction schedule in the EIS. Using the results from Task 3.1, as well as a review of any CEQA documentation prepared for any of the projects on the list of cumulative projects in Table 3.16-1, RS&H will update the cumulative impacts section for noise and noise-compatible land use and environmental justice to discuss whether these projects would, in combination with those project-related noise impacts, exceed a threshold of significant impact.

Task 3 Deliverables

No deliverables are anticipated for Task 3.

Task 3 Meetings

No meetings are anticipated for Task 3.

TASK 4 PRELIMINARY COURT REMANDED WRITTEN RE-EVALUATION

RS&H will submit the preliminary written re-evaluation to the FAA for review and comment. It is anticipated that the preliminary written re-evaluation will consist of the following:

- » Cover Page
- » Summary
- » Table of Contents / Acronyms
- » Section 1 – Introduction (to include EIS history, litigation history, and a discussion of the purpose of the supplemental analyses)
- » Section 2 – Supplemental Analyses (to include an overview of construction noise, an analysis of the construction noise from the proposed project, City of Los Angeles standards, environmental justice, and cumulative impacts as outlined in Task 3)
- » Section 3 – Public Review
- » Section 4 – List of Preparers
- » Section 5 – References
- » Appendices (as appropriate)

RS&H will prepare a preliminary draft written re-evaluation and submit an electronic version to the FAA in Word format for FAA for review and comment.

Task 4 Deliverables

The following deliverables are anticipated for Task 4:

- » RS&H will deliver one (1) electronic version of the preliminary draft written re-evaluation in Word format to the FAA via RS&H's file delivery FTP site.

Task 4 Meetings

No meetings are anticipated for Task 4.

TASK 5 ADMINISTRATIVE DRAFT COURT REMANDED WRITTEN RE-EVALUATION

RS&H will revise the preliminary draft written re-evaluation in accordance with the comments provided by the FAA and submit an electronic version of the administrative draft written re-evaluation in Word format to FAA for review and comment. This document will be provided in two versions. The first version will be in Word in track change mode and the second version will be a Word version that has accepted all revisions (i.e., a clean version). The review of the revisions to the administrative draft written re-evaluation will be accomplished on a page-by-page basis so that the revisions can be quickly accomplished. It is anticipated that RS&H will have an in-person working meeting (sequestration) with the FAA to finalize the administrative draft written re-evaluation to prepare the document for publication. This meeting is assumed to occur at the FAA Western Pacific Region office in Los Angeles.

Task 5 Deliverables

The following deliverables are anticipated for Task 5:

- » RS&H will deliver one (1) electronic version of the administrative draft written re-evaluation in Word format (with track changes) to the FAA.
- » RS&H will deliver one (1) electronic version of the administrative draft written re-evaluation in Word format (with track changes accepted) to the FAA.

Task 5 Meetings

The following meetings are anticipated for Task 5:

- » Two (2) RS&H staff will participate in an in-person, two-day meeting to complete the administrative draft written re-evaluation during a page-by-page sequestration meeting (assumes two travel days).
- » The RS&H Noise Specialist will participate in an in-person, two-day meeting to complete the administrative draft written re-evaluation during a page-by-page sequestration meeting (assumes two travel days).

TASK 6 DRAFT COURT REMANDED WRITTEN RE-EVALUATION PUBLICATION

Task 6.1 Draft Court Remanded Written Re-Evaluation Production

RS&H will produce up to fifteen (15) paper copies of the draft written re-evaluation for distribution. RS&H will electronically distribute the draft written re-evaluation, which will be Section 508 compliant, based on the mailing list that was developed for the EIS. RS&H will place an electronic copy of the draft written re-evaluation on the project website. In addition, one (1) hard copy of the draft written re-evaluation will be placed at up to six (6) local libraries, at the FAA office (FAA Western-Pacific Region, 777 Aviation Boulevard, Suite 150, El Segundo, CA 90245), and at the Hollywood Burbank Airport Authority Administrative Office.

Task 6.2 Draft Court Remanded Written Re-Evaluation Notice of Availability

RS&H will develop and publish a Notice of Availability of the draft written re-evaluation in up to five (5) local newspapers of general circulation. The five local newspapers include the Burbank Leader, the Glendale News Leader, the Pasadena News Star, LaOpinion, and Asbarez. Placing the Notice of Availability in LaOpinion and Asbarez will require the Notice of Availability to be translated into Spanish and Armenian, respectively. In addition, RS&H will submit an electronic copy of the Notice of Availability of the draft written re-evaluation for the FAA to publish in the *Federal Register*. The Notice of Availability will indicate that the draft written re-evaluation will be available for between 15 and 30 days for public review and comment.

Task 6 Deliverables

The following deliverables are anticipated for Task 6:

- » RS&H will print up to fifteen (15) hard copies of the draft written re-evaluation.
- » RS&H will place one (1) hard copy of the draft written re-evaluation in up to six (6) local libraries.
- » RS&H will place one (1) hard copy of the draft written re-evaluation at the FAA office.
- » RS&H will place one (1) hard copy of the draft written re-evaluation at the Airport Authority Administrative Office.
- » RS&H will print the Notice of Availability in up to five (5) local newspapers.
- » RS&H will deliver one (1) electronic copy of the Notice of Availability to the FAA to publish in the *Federal Register*.

Text 6 Meetings

No meetings are anticipated for Task 6.

TASK 7 PRELIMINARY FINAL COURT REMANDED WRITTEN RE-EVALUATION

Following a 30-day comment period, RS&H will collect, review, summarize, and respond to all agency and public comments. A response to comments document will be produced by RS&H for review and comment by the FAA. RS&H will participate in one in-person meeting with the FAA to finalize the format for the response to comments document after the completion of the 30-day public comment period. This meeting is assumed to occur at the FAA Western Pacific Region office in Los Angeles. RS&H will submit an electronic version of the preliminary final written re-evaluation to the FAA for review and comment. This will include each comment letter bracketed for individual comments along with responses to those comments.

The following sections of the first preliminary final written re-evaluation shall be prepared. These include:

- » Cover Page
- » Summary
- » Table of Contents / Acronyms
- » Section 1 – Introduction
- » Section 2 – Supplemental Analyses
- » Section 3 – Public Review
- » Section 4 – List of Preparers
- » Section 5 – References
- » Section 6 – Comments on Draft Court Remanded Written Re-Evaluation
- » Appendices (as appropriate)

RS&H will prepare a preliminary final written re-evaluation and submit an electronic version to the FAA in Word format for FAA for review and comment.

RS&H will revise the preliminary final written re-evaluation in accordance with the comments provided by the FAA and submit an electronic version of the administrative final written re-evaluation in Word format to the FAA for review and comment. The review of the revisions to the administrative final written re-evaluation will be accomplished on a page-by-page basis so that production of the entire document is not necessary and so that the revisions can be quickly accomplished. RS&H will have an in-person working meeting (sequestration) with the FAA to finalize the final written re-evaluation and get the document ready for publication. This meeting is assumed to occur at the FAA Western Pacific Region office in Los Angeles.

Task 7 Deliverables

The following deliverables are anticipated for Task 7:

- » RS&H will deliver one (1) electronic version of the preliminary final written re-evaluation in Word format to the FAA.
- » RS&H will deliver one (1) electronic version of the administrative final written re-evaluation in Word format to the FAA.

Task 7 Meetings

The following meeting is anticipated for Task 7:

- » Two (2) RS&H staff will participate in an in-person, one-day sequestration meeting for completing the responses to comments document (assumes two travel days).
- » The RS&H Noise Specialist will participate in an in-person, two-day sequestration meeting for completing the final written re-evaluation (assumes two travel days).

TASK 8 FINAL COURT REMANDED WRITTEN RE-EVALUATION PUBLICATION

RS&H will produce up to eighteen (18) paper copies of the final written re-evaluation for distribution. RS&H will electronically distribute the final written re-evaluation, which will be Section 508 compliant, based on the mailing list that was developed for the EIS. RS&H will place an electronic copy of the final written re-evaluation on the project website. One (1) hard copy of the final written re-evaluation will be placed at up to six (6) local libraries, at the FAA office (FAA Western-Pacific Region, 777 Aviation Boulevard, Suite 150, El Segundo, CA 90245), and at the Hollywood Burbank Airport Authority Administrative Office. In addition, three (3) hard copies will be provided to the FAA for submittal to the Ninth Circuit Court of Appeals.

RS&H will develop and publish a Notice of Availability of the final written re-evaluation in up to five (5) local newspapers of general circulation. The five local newspapers include the Burbank Leader, the Glendale News Leader, the Pasadena News Star, LaOpinion, and Asbarez. Placing the Notice of Availability in LaOpinion and Asbarez will require the Notice of Availability to be translated into Spanish and Armenian, respectively. In addition, RS&H will submit an electronic copy of the Notice of Availability of the final written re-evaluation for the FAA to publish in the *Federal Register*.

Task 8 Deliverables

The following deliverables are anticipated for Task 8:

- » RS&H will print up to eighteen (18) hard copies of the final supplemental analyses document.
- » RS&H will place one (1) hard copy of the final written re-evaluation each in up to six (6) local libraries.
- » RS&H will place one (1) hard copy of the final written re-evaluation at the FAA office.
- » RS&H will place one (1) hard copy of the final written re-evaluation at the Airport Authority.
- » RS&H will print the Notice of Availability in up to five (5) local newspapers.

Task 8 Meetings

No meetings are anticipated for Task 8.

TASK 9 FAA MEETINGS

RS&H and the FAA will meet via a conference call on a bi-weekly basis. RS&H will be responsible for setting up the meetings, preparing the meeting agendas, preparing the meeting minutes, and sharing information before and after the meeting. RS&H will establish a conference call-in number to be used for these meetings. It is assumed that up to sixteen (16) conference calls will occur as part of this scope of services.

Task 9 Deliverables

The following deliverables are anticipated for Task 9:

- » RS&H will prepare the meeting agendas and meetings minutes for the sixteen (16) bi-weekly meetings with the FAA.

Task 9 Meetings

The following meetings are anticipated for Task 9:

- » Two (2) RS&H staff will regularly participate in the sixteen (16) bi-weekly conference calls.
- » The RS&H noise specialist will participate in up to five (5) bi-weekly conference calls.

TASK 10 PROJECT MANAGEMENT**Task 10.1 Management of the Administrative File**

This task provides for the assembly, management, and maintenance of the Administrative File (A/F) for the written re-evaluation. The A/F provides a digital catalog and electronic and paper copy of all information used in developing the methodology, analysis, and the decision-making process for the written re-evaluation. The information contained in this file may have to be included in the Administrative Record. This file serves as a centrally located, organized library for use by the project staff.

Task 10.2 Monthly Project Management Responsibilities

Task 10.2.1 Project Invoices

RS&H will provide monthly invoices to the FAA and Authority for approval and processing. The format of these invoices will follow the format of invoices prepared for the EIS. It is assumed that up to eight (8) project invoices will be prepared under this scope of services.

Task 10.2.2 Progress Reports

As part of the monthly invoice, RS&H will provide the FAA and Authority with a one-page, bullet point summary of the progress or status on the project schedule, upcoming milestones, budget, and completion of tasks. It is assumed that up to eight (8) progress reports will be prepared under this scope of services.

Task 10.2.3 Project Schedule

RS&H will establish a schedule for the preparation of the written re-evaluation for FAA review and comment. The schedule will include meetings, task completion dates, major milestones, etc. It is anticipated that the RS&H Project Manager will actively monitor and make schedule adjustments on bi-weekly basis throughout the entire project. It is assumed that up to sixteen (16) schedule adjustments will be prepared under this scope of services.

Task 10 Deliverables

The following deliverables are anticipated for Task 10:

- » The Administrative File.
- » RS&H will deliver one (1) electronic version of monthly invoices, which also contain the monthly progress/status report.
- » RS&H will deliver one (1) electronic version of the written re-evaluation schedule for review and comment.

Task 10 Meetings

No meetings are anticipated for Task 10.

Labor Cost:

Labor Title Category: Proposed Rate:	Project Officer	Project Manager	Deputy PM	QA/QC	Env. Spec V	Env. Spec IV	Env. Spec III	Env. Spec II	Env. Spec I	Supr.	Principal	Senior	Noise	Admin	Total Hours	Total Cost
Task 1 - Scope Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 2 - Data Collection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 3 - Conduct Supplemental Analyses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 3.1 - Construction Noise	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Conduct noise measurements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Run the RCNM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Run the SoundPLAN model	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Develop construction noise mitigation measures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Prepare construction noise appendix	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Prepare revisions to EIS noise section	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 3.2 - City of Los Angeles Noise Standards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 3.3 - Environmental Justice	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 3.4 - Cumulative Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Subtotal Task 3 - Conduct Supplemental Analyses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 4 - Preliminary Court Remanded Written Re-Evaluation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 5 - Administrative Draft Court Remanded Written Re-Evaluation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 6 - Draft Court Remanded Written Re-Evaluation Publication	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 6.1 - Draft Court Remanded Written Re-Evaluation Product	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 6.2 - Draft Court Remanded Written Re-Evaluation Notice	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Subtotal Task 6 - Draft Court Remanded Written Re-Evaluation Publication	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 7 - Preliminary Final Court Remanded Written Re-Evaluation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 8 - Final Court Remanded Written Re-Evaluation Public	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 9 - FAA Meetings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 10 - Project Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 10.1 - Management of the Administrative File	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 10.2 - Project Management Responsibilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 10.2.1 - Project Invoices	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 10.2.2 - Progress Reports	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Task 10.2.3 - Project Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Subtotal Task 10 - Project Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Total Hours	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Labor Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0

Other Direct Non-Labor Costs:

Reproduction of Draft Court Remanded Written Re-Evaluation (15 copies):
Translation services for LaOpinion and Abatez newspapers for Draft Court Remanded Written Re-Evaluation Notice of Availability:
Newspaper ads for Draft Court Remanded Written Re-Evaluation Notice of Availability:
Postage and delivery of Draft Court Remanded Written Re-Evaluation:
Reproduction of Final Court Remanded Written Re-Evaluation (18 copies):
Translation services for LaOpinion and Abatez newspapers for Final Court Remanded Written Re-Evaluation Notice of Availability:
Newspaper ads for Final Court Remanded Written Re-Evaluation Notice of Availability:
Postage and delivery of Final Court Remanded Written Re-Evaluation:
Misc. (Gas for rental car, parking fees, etc.)
Subtotal Direct Non-Labor Costs:

Travel Costs:

Trips	People	#Days	Airfare	Car	Lodging	Per Diem
Task 5: Sequestration for Draft Court Remanded Written Re-Evaluation	0	0	\$0	\$0	\$175	\$60
Task 7: Sequestration for Responses to Comments	0	0	\$0	\$0	\$0	\$0
Task 7: Sequestration for Final Court Remanded Written Re-Evaluation	0	0	\$0	\$0	\$0	\$0
Subtotal Travel:	0	0	\$0	\$0	\$0	\$0

Total RS&H Fee

\$0

EXHIBIT B
Fee Schedule

(attached)



Hollywood Burbank Airport
Replacement Terminal EIS
Court Remanded Written Re-Evaluation
Project Cost

	Total Cost by Task
Task 1 - Scope Development	\$5,991
Task 2 - Data Collection	\$5,745
Task 3 - Conduct Supplemental Analyses	
Task 3.1 - Construction Noise	\$46,302
Task 3.2 - City of Los Angeles Noise Standards	\$5,481
Task 3.3 - Environmental Justice	\$16,282
Task 3.4 - Cumulative Impacts	\$13,610
Subtotal Task 3 - Conduct Supplemental Analyses	\$81,676
Task 4 - Preliminary Court Remanded Written Re-Evaluation	\$9,676
Task 5 - Administrative Draft Court Remanded Written Re-Evaluation	\$25,473
Task 6 - Draft Court Remanded Written Re-Evaluation Publication	
Task 6.1 - Draft Court Remanded Written Re-Evaluation Production	\$8,262
Task 6.2 - Draft Court Remanded Written Re-Evaluation Notice of Availability	\$2,820
Subtotal Task 6 - Draft Court Remanded Written Re-Evaluation Publication	\$11,082
Task 7 - Preliminary Final Court Remanded Written Re-Evaluation	\$28,374
Task 8 - Final Court Remanded Written Re-Evaluation Publication	\$5,745
Task 9 - FAA Meetings	\$31,595
Task 10 - Project Management	
Task 10.1 - Management of the Administrative File	\$5,942
Task 10.2 - Project Management Responsibilities	
Task 10.2.1 - Project Invoices	\$7,126
Task 10.2.2 - Progress Reports	\$7,126
Task 10.2.3 - Project Schedule	\$3,672
Subtotal Task 10 - Project Management	\$23,867
Other Direct Non-Labor Costs	\$7,600
Travel	\$8,370
Ambient Noise Monitoring Subconsultant	\$12,250
Noise Modeling Subconsultant	\$136,893
Total Fee	\$394,336

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 Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

G. 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
MOU

EXHIBIT E

AIP Project Federal Requirements

References in this Exhibit to "Contractor" shall be deemed to refer to Consultant. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

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

A. 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.

B. 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.

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

3. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. Civil Rights – Title VI Assurance

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];

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 USC § 1681, et seq).

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor 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 Sponsor 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, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

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

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

5. Clean Air and Water Pollution Control

A. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 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.

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

6. Certification of Offeror/Bidder Regarding Debarment

A. By submitting a bid/proposal under this solicitation, the 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 offeror, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm 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 offeror will accomplish this by:

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

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

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

C. If the Federal Aviation Administration 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.

7. Disadvantaged Business Enterprises

A. Contract Assurance (49 CFR § 26.13) – The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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 recipient 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 the Contractor from future bidding as non-responsible.

B. Prompt Payment (49 CFR § 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. Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

1. The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprises section of the solicitation for this Agreement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Authority. Unless the Authority's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

3. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

4. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

5. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

6. In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

8. Distracted Driving

A. 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 Federal Aviation Administration 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 subgrant.

B. 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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

9. Domestic Preferences for Procurements

The offeror certifies by signing and submitting this proposal that, to the greatest extent practicable, the offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

10. Federal Fair Labor Standards Act

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.

B. 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.

11. Certification Regarding Lobbying

A. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. 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.

2. 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.

3. 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,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. 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.

12. 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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer 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.

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Consultant and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

14. Termination of Contract

A. Termination for Convenience.

1. The Authority may, by written notice to the 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.

2. 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.

3. 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.

4. 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. Termination for Cause.

1. 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.

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

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

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

2. Make adequate progress so as to endanger satisfactory performance of the services; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

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 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.

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.

b. Termination by Consultant: Consultant may terminate this Agreement for cause in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to Consultant in accordance with the terms of this Agreement;
3. 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, Consultant 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. Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant 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 USC § 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.